

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

RESOLUTION NO. 20-022

**APPROVING AN AGREEMENT WITH FORD AUDIO-VIDEO SYSTEMS, LLC FOR
CONFERENCE ROOM TECHNOLOGY UPDATES**

WHEREAS, the Mobility Authority desires to modernize and replace dated audio and video equipment that is incompatible with modern wireless video sharing technology; and

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 the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms; and

WHEREAS, the Executive Director has negotiated a scope of work for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms as set forth in the proposal received from Ford Audio-Video Systems, LLC attached hereto as Exhibit A; and

WHEREAS, Ford Audio-Video Systems, LLC currently provides services to the State of Texas through Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3957; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565, the Mobility Authority may use the DIR contract with Ford Audio-Video Systems, LLC for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms without the need to seek competitive bids; and


WHEREAS, the Executive Director recommends entering into an agreement with Ford Audio-Video Systems, LLC for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms in an amount not to exceed \$152,970.08 through DIR Contract No. DIR-TSO-3957.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the proposal from Ford Audio-Video Systems, LLC for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to enter into an agreement with Ford Audio-Video Systems, LLC in an amount not to exceed \$152,970.08 through their contract with the Department of Information Resources for the modernization and replacement of dated audio and video equipment in the Mobility Authority Board Room and conference rooms.

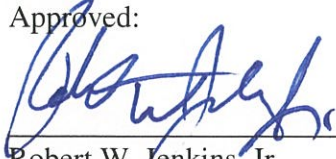
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

REVISED March 18, 2020

Mr. Greg Mack
Central Texas Regional Mobility
3300 N IH-35, Suite 300
Austin, TX 78705

RE: Conference Room Upgrades Proposal

Dear Mr. Mack:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **State of Texas DIR Contract, #DIR-TSO-3957**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

FORD AUDIO-VIDEO SYSTEMS, LLC

Gregory Banks

Gregory Banks
Account Manager

David Allen, E.E.T., CTS
Vice President

Voice: 512-447-1103
Email: bankg@fordav.com
Website: www.fordav.com

Proposal
For
Central Texas Regional Mobility, Austin, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall supply and install the following systems for Central Texas Regional Mobility of Austin, Texas (Customer) in their remodel project:

1. BOARD ROOM

a. EQUIPMENT RACK

- 1) One (1) existing owner furnished equipment (OFE) equipment rack shall be integrated into the new AV system.
- 2) One (1) 48-port network switch shall be provided and installed in the rack.

b. AUDIO SYSTEM

- 1) One (1) 128 x 128 audio channel digital signal processor (DSP) shall be provided and installed in the existing OFE rack to route audio signals. The existing DSP shall be removed and handed over to the customer.
- 2) Eight (8) gooseneck microphones shall be provided, integrated into the existing OFE audio system and installed on the dais at locations determined by the Customer and Ford prior to installation. The existing microphones shall be removed and handed over to the Customer.
- 3) Twelve (12) wireless gooseneck microphones shall be provided and handed over to the Customer.
- 4) Two (2) wireless antenna/transceivers shall be provided and installed in the ceiling at locations to be determined by the Customer and Ford prior to installation.
- 5) One (1) existing OFE audio input wall plate shall be integrated into the audio system.

- 6) One (1) existing OFE microphone on the existing OFE lectern shall be integrated into the new audio system.
- 7) Ten (10) existing OFE in-ceiling speakers shall be integrated into the new audio system.
- 8) One (1) existing OFE 800W amplifier shall be integrated into the new audio system to power the speakers.

c. VIDEO SYSTEM

- 1) Four (4) existing OFE ceiling mounted 55" diagonal displays shall be integrated into the new video system.
- 2) Four (4) 4K60 AV decoders shall be provided and installed, one (1) behind each of the four (4) displays, to receive video signal.
- 3) Two (2) existing OFE 55" diagonal confidence monitors shall be integrated into the new video system.
- 4) Two (2) 4K60 AV decoders shall be provided and installed, one (1) behind each of the two (2) displays, to receive video signal.
- 5) One (1) 1600 x 900 resolution, 20" diagonal display shall be provided and installed on the existing OFE lectern.
- 6) One (1) 4K60 AV decoder shall be provided and installed behind the display to receive video signal.
- 7) One (1) existing OFE 55" display on the wall outside of the board room shall be integrated into the new video system.
- 8) One (1) 4K60 AV decoder shall be provided and installed behind the display to receive video signal.
- 9) Two (2) 4K60 AV decoders shall be provided and installed in the rack to receive video signal.
- 10) One (1) existing OFE PC on the lectern shall be integrated into the new video system.
- 11) One (1) 4K60 AV encoder shall be provided and installed in the lectern to transmit video signal from the PC.
- 12) One (1) HDMI pass through wall plate shall be provided and installed on the wall mid room to be used as HDMI input.
- 13) One (1) 4K60 AV encoder shall be provided and installed in a ceiling box to transmit the video signal from the wall plate.

- 14) One (1) OFE wireless presentation device shall be integrated into the video system and placed in the rack.
- 15) One (1) 4K60 AV encoder shall be provided and installed in the rack to transmit video signal from the wireless presentation device.
- 16) One (1) 4K60 AV encoder shall be provided and installed in the IT room to transmit video signal.

d. CONTROL SYSTEM

- 1) One (1) control system processor with switcher shall be provided and installed in the equipment rack to route the AV sources and to provide control of the AV components.
- 2) One (1) 5" wired touch panel shall be provided, installed on the lectern and one (1) OFE iPad shall be programmed to control the following:
 - a) Flat Panel Display – Power On/Off
 - b) System Volume – Up/Down/Mute
 - c) Source Selection
 - d) Preset Audio / Video Routing Configurations - (3)
 - e) Admin Menu with Full Audio Video Routing and Mic Volume Control

2. WILLIAMSON ROOM

a. RACK EQUIPMENT

- 1) One (1) 2-space under table rack shall be provided and installed under the conference room table.

b. AUDIO SYSTEM

- 1) Four (4) existing OFE in-ceiling speakers shall be integrated into the new AV system.
- 2) One (1) existing OFE 100W amplifier shall be integrated into the new AV system to power the speakers.
- 3) One (1) audio VOIP hybrid device shall be provided and installed in the rack.

c. VIDEO SYSTEM

- 1) One (1) 5,000 lumen, 1920 x 1200 resolution, 16:10 aspect ratio, laser video projector and mount shall be provided, ceiling-mounted and aligned with the existing OFE projection screen.

- 2) One (1) 86" Ultra HD diagonal interactive display shall be provided and installed on the back wall of the room.
- 3) One (1) HDMI input cable shall be provided and installed in the existing OFE cable cubby in the conference room table to be used as a video source.
- 4) One (1) existing OFE PTZ conference camera shall be integrated into the new video system.
- 5) One (1) USB transmitter shall be provided and installed on the wall to transmit video signal from the PTZ camera.
- 6) One (1) existing OFE PC shall be integrated into the new AV system and installed under the conference room table.
- 7) One (1) USB receiver shall be provided and installed under the conference room table to receive signal from the PTZ camera to the PC.
- 8) One (1) OFE wireless presentation device shall be installed under the conference room table to be used as a video source.
- 9) One (1) existing OFE conference system shall be integrated into the new AV system and installed in the rack.

d. CONTROL SYSTEM

- 1) One (1) control system processor with switcher shall be provided and installed in the equipment rack to route the AV sources and to provide control of the AV components.
- 2) One (1) media presentation, wall mount control panel shall be provided and installed on the wall by the conference room door to control the following:
 - a) Projector - On/Off
 - b) Projection Screen - Up/Down
 - c) Volume - Up/Down
 - d) Video Source Selection

3. TRAVIS ROOM

a. VIDEO SYSTEM

- 1) One (1) existing OFE 65" diagonal display shall be removed from the wall and installed in the Hays Room (see section 4.)

- 2) One (1) 86" Ultra HD diagonal interactive display shall be provided and installed on the wall in the front of the room.
- 3) One (1) OFE wireless presentation device shall be installed on the back of the display to be used as a video source.

4. HAYS ROOM

a. VIDEO SYSTEM

- 1) One (1) OFE 65" diagonal display and a Ford provided display mount shall be installed on the wall at a location to be determined by the Customer and Ford prior to installation.
- 2) One (1) OFE wireless presentation device shall be installed on the back of the display as a video source.

5. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
- b. The Customer shall clear the rooms involved in the installation of all activities during the periods of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.
- c. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- d. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

- e. Providing and preparing adequate space for the location of equipment, speakers, speaker clusters, subwoofer cabinets, distributed under and over balcony speaker systems, stage monitor systems, equipment racks, control and mixing consoles, video monitors, video projectors, projection screens, and equipment racks included in the system. In the event floors are sloped or not level, the Customer is responsible for making the floor level under consoles and equipment racks. In the event a projection screen is recessed in a finished ceiling, the Customer is responsible for refinishing the ceiling.

- f. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
 - g. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
 - h. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
 - i. Ford is not licensed for and does not perform any electrical, carpentry, painting, masonry, or carpet laying work.
 - j. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.
6. FORD SHALL BE RESPONSIBLE FOR:
- a. Providing line drawings for systems and equipment manuals electronically at no cost
 - b. Fabrication and installation of audio and video systems
 - c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
 - d. Installation of low voltage audio and video wiring for systems
 - e. Electronic testing of audio systems
 - f. Tuning of audio processors
 - g. Testing and alignment of video systems
 - h. Training
 - i. Warranty service

- j. Providing as-built drawings with wire numbers and labels
7. PREVENTATIVE MAINTENANCE
- a. Ford shall perform one (1) pre-scheduled service call, prior to the end of the warranty period, for the purpose of conducting routine preventative maintenance (PM) to check the general operation of equipment. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming. This service is renewable up to three (3) years.
 - b. The Customer will provide a contact person that is authorized to answer questions and obligate the Customer if additional services are requested. The contact will be personally available to meet with the Ford technician and have knowledge of the equipment and systems to be inspected. The contact person will provide access to all areas and equipment rooms requiring inspection.

C. INSTALLATION SCHEDULE

- 1. Ford estimates that the actual on-site installation, test out and commissioning of this project will take four (4) weeks. In addition to the installation, Ford shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control software as required and do in-shop testing. This work will take approximately ten (10) to twelve (12) weeks prior to the beginning of actual installation at your facility. The total time required to complete the project shall be approximately fourteen (14) weeks from agreement execution. The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet.
- 2. For Ford to meet the above completion schedule, it is important that the Customer ensures the job site is available for Ford personnel, and there are no interruptions in the availability of the job site and the ability of Ford to do the work. Ford schedules its work force weeks in advance in order to meet the installation completion dates of all of its customers. As a consequence, it is vital that the Customer notify Ford's Project Manager in the event that the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

BOARDROOM AV (DIR Contract #DIR-TSO-3957)

Quantity	Description
4.00	CRES.DMNVXE30 DM 4K60 4:4:4 HDR NET ENCODER
14.00	CRES.PW-2420RU POWE,PK,24VDC,2.0A/REG UNIV
1.00	C2G.39710 PANE,HDMI,DECORA,PIGTAIL,WHITE
1.00	C2G.03725 DECORATIVE SINGLE GANG WALL PL
1.00	CHIE.CMA473 BOX,XL PLENUM CEILING BOX
1.00	CHIE.CMS440N ACCE,ABOVE-TILE KIT + ELEC HOU
12.00	MIDD.U1V 1SP VENTED UTILITY SHELF
12.00	SHUR.MX415LPDFC MIC,15"SHCKMTN,GSNCK CARD,GR/R
12.00	SHUR.MXW8 TRAN,WIRELESS DESKTOP BASE XMI
3.00	SHUR.MXWNCS8 POWE,8-CH NETWRKD,CHARGING STA

12.00	SHUR.SB901A	BAT,MICRFLEX LI-ION BATTERY
8.00	SHUR.MX418/C	MIC,ACC,GOOSENECK,CARDIOID 18"
1.00	FSR.17464	MOUN,IPAD TABLETOP,TILT/ROTATE
1.00	CRES.TSW560BS	DISP.TOU,5" TOUCH SCREEN
1.00	CRES.TSW560TTKB	TABLETOP KIT FOR 5" TOUCH PANE
10.00	CRES.DMNVXD30	DM 4K60 4:4:4 HDR NET DECODER
1.00	CRES.CP3	CONTROL SYSTEM, OVER NETWORK[
3.00	QSC.CIML4	AV,4CH MIC/LINE INPUT 48V PHAN
1.00	QSC.COL4	AV,Q-SYS 4CH LINE ANALOG OUT
1.00	QSC.CDN64	Q-SYS DANTE BRIDGE CARD 64X64
1.00	MIDD.PD-215	2 STAGE COMPAGE SURGE DEVICE
1.00	NEC.E203WI-BK	DISP.MON,20",WIDE,DESK,IPS,PNL
2.00	SHUR.MXWAPT8	ACCE,ACCESS POINT
14.00	C2G.42520	CABL,HDMI,1 METER
1.00	C2G.29680	CABL, 15',HDMI GRIPPING CONN
1,000.00	EXTR.22-158-03	WIRE,STP22P,1000'
1,000.00	EXTR.22-159-03	WIRE,STP20P,1000'
2,000.00	EXTR.22-235-03	WIRE.4PR,24AWG,SHIEDED,PLENUM
1.00	MIDD.PD-915R	POWE,9OUT,15A,RCKMT,POWER STR
200.00	EXTR.101-005-02	CONN,DTP-24 PLUG SHLD
1.00	RADI.EZ-VDA2RX	AMP.DA,VIDEO DIST AMP,1X2,RCA
1.00	QSC.CORE510I	DSP,256X256 QSYS CORE 8 I/O SL

Sub Total =====
 44,790.00

BOARDROOM AV (OFF-CONTRACT)

Quantity	Description
1.00	OFE PC
1.00	OFE BARCO CLICKSHARE
1.00	OFE WALL PLATE
1.00	OFE IPAD
7.00	OFE DISPLAYS
1.00	OFE AMPLIFIER
10.00	OFE SPEAKERS
1.00	OFE GOOSENECK MICROPHONE
1.00	DISPLAY INSTALL HARDWARE
2.00	ANTENNA MOUNTING HARDWARE
4.00	WALL/TABLE/FURN MOUNTING HRDWR
2.00	CEILING MOUNTING HARDWARE
19.00	RACK INSTALLATION HARDWARE
24.00	NETWORK PANELS
4.00	WIRE MANAGEMENT
1.00	POWER DISTRIBUTION
1.00	OFE RACK
1.00	CISC.WSC365048P DATA,CISCO 48 PORT ROUTER

Sub Total =====
 6,640.00

WILLIAMSON AV (DIR Contract #DIR-TSO-3957)

Quantity	Description	
1.00	MIDD.UTB-A2-14 RACK,UNDER-TABLE 2RU, 19"WIDTH	
1.00	EXTR.60-1473-13 TRAN,USB,DECORA	
1.00	EXTR.60-1471-13 RECE,CAT5E/6/7,USB + EXTENDER	
1.00	MIDD.U1V 1SP VENTED UTILITY SHELF	
1.00	CRES.MPC3-101-B 3SERIES MEDIA PRES CONTROL BLK	
1.00	CRES.MPC3101RMB DISP,MPC3-RMP MNTNG BRACKET	
1.00	CRES.PWE-4803RU POWE,POWER SUPPLY POE INJECTOR	
1.00	CRES.DMPS34K100 3-SERIES DM PRESENTATION	
1.00	EPSO.V11H903020 PROJ,POWERLITE L510U 5000WUXGA	
1.00	CHIE.SYS474UW MOUN,SYS MOUNT W/PL BOX, WHITE	
2.00	MIDD.PD-215 2 STAGE COMPAGE SURGE DEVICE	
1.00	CHIE.XTM1U MOUN,TILT FOR 55-85" DISPLAY	
1.00	CHIE.CSMP9X12 PROX,MOUNT PLATE,9X12	
1.00	C2G.50632 CABL,20',HDMI,HIGH SPEED,ETHER	
2.00	C2G.52106 1M USB A/A EXT CBL BLK	
4.00	C2G.42520 CABL,HDMI,1 METER	
1,000.00	EXTR.22-159-03 WIRE,STP20P,1000'	
1,000.00	EXTR.22-235-03 WIRE.4PR,24AWG,SHIEDED,PLENUM	
10.00	EXTR.101-005-02 CONN,DTP-24 PLUG SHLD	
1.00	CHIE.KSA1020B MOUN,CPU WALL AND DESK MOUNT	
1.00	NEWL.EPR9A00X86 DISP,TRUTOUCH,X9,W/COMPUTER	
		Sub Total 23,330.00

WILLIAMSON AV (OFF-CONTRACT)

Quantity	Description	
1.00	JKAU.AUTOIP2 CONF.AUD,VOIP/AUDIO HYBRID	
1.00	OFE PC	
1.00	OFE BARCO CLICKSHARE	
1.00	OFE PTZ CAMERA	
1.00	OFE AMP	
4.00	OFE SPEAKERS	
1.00	OFE CONFERENCE SYSTEM	
1.00	PROJECTOR/SCREEN MOUNTING HDWR	
2.00	DISPLAY INSTALL HARDWARE	
6.00	WALL/TABLE/FURN MOUNTING HRDWR	
4.00	RACK INSTALLATION HARDWARE	
2.00	WIRE MANAGEMENT	
		Sub Total 1,671.00

TRAVIS AV DIR (DIR Contract #DIR-TSO-3957)

Quantity	Description	
1.00	CHIE.XTM1U MOUN,TILT FOR 55-85" DISPLAY	
1.00	MIDD.PD-215 2 STAGE COMPAGE SURGE DEVICE	

1.00	CHIE.CSMP9X12	PROX,MOUNT PLATE,9X12	
1.00	C2G.42520	CABL,HDMI,1 METER	
1.00	NEWL.EPR9A00X86	DISP,TRUTOUCH,X9,W/COMPUTER	
			=====
		Sub Total	14,855.00

TRAVIS AV (OFF-CONTRACT)

Quantity	Description		
1.00	OFE BARCO CLICKSHARE		
2.00	DISPLAY INSTALL HARDWARE		
3.00	WALL/TABLE/FURN MOUNTING HRDWR		
1.00	WIRE MANAGEMENT		
			=====
		Sub Total	240.00

HAYS AV DIR (DIR Contract #DIR-TSO-3957)

Quantity	Description		
1.00	CHIE.XTM1U	MOUN,TILT FOR 55-85" DISPLAY	
1.00	CHIE.CSMP9X12	PROX,MOUNT PLATE,9X12	
1.00	MIDD.PD-215	2 STAGE COMPAGE SURGE DEVICE	
1.00	C2G.42520	CABL,HDMI,1 METER	
			=====
		Sub Total	406.00

HAYS AV (OFF-CONTRACT)

Quantity	Description		
1.00	OFE BARCO CLICKSHARE		
1.00	OFE DISPLAY		
1.00	DISPLAY INSTALL HARDWARE		
3.00	WALL/TABLE/FURN MOUNTING HRDWR		
1.00	WIRE MANAGEMENT		
			=====
		Sub Total	199.00

SYSTEM INTEGRATION (DIR Contract #DIR-TSO-3957)

Quantity	Description		
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT		
	INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY		
			=====
		Sub Total	60,839.08

	=====
Merchandise:	92,131.00
Integration:	60,839.08
Other:	.00
Freight:	.00
Sales Tax:	.00
	=====
Total Amount:	152,970.08

E. COST SUMMARY AND TERMS

PROPOSED TOTAL:	\$152,970.08
PREVENTATIVE MAINTENANCE:	\$1,050.00
ALTERNATIVE LEASING OPTION:	\$4,755.00 (estimated monthly payment)

***TAXES:** No taxes have been included in the project 'Total Amount,' unless specifically showing on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **DIR Contract #DIR-TSO-3957**.

100 % due upon completion.

All invoices are due Net 30.

ALTERNATIVE LEASING OPTION:

As an alternate to the payment terms identified above, Ford offers a leasing option for the equipment and work defined in this proposal. This proposal provides an approximate monthly payment for hardware, software, and services based upon the contract type and duration of the projected payments in months. Additional monthly durations are available upon request. The pricing in this proposal is valid for thirty (30) days from the date on this proposal.

The payment for a 36-month lease, based on the 'Total Amount' shown above is approximately, \$4,755.00, subject to credit approval and terms of the lease agreement. This amount is subject to change based on the final lease agreement conditions, the stipulations of the leasing company, and any contract change orders. The estimated monthly lease payment does not include any optional pricing outlined in this proposal. The actual lease payment and duration of the lease will be confirmed upon final selection of options by the Customer. Contract change orders can be added to the lease amount. Any change orders will affect the financed payment amount, duration of the lease agreement, or both the financed amount and lease agreement duration.

If the Customer finances this system, Customer's payment obligations for the system will be with the finance company. The Customer will have no obligation to pay Ford upon Customer granting authorization to the finance company to disburse funds to Ford.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation, Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this agreement.

NON-HIRE: The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

- a. Equipment will be new, unless noted otherwise.
- b. All workmanship provided by Ford will be free of defects and will be repaired, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

- c. All equipment and materials provided by Ford that were manufactured by other companies will be warranted under the standard warranty terms of the original manufacturer.
- d. The warranty does not include nor cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable and should be expected.
- f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- g. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company.

- h. Any adjustments made by the Customer or the Customer's agent(s), other than routine operational adjustments, shall not be covered under this warranty statement. Re-calibration of settings shall be considered by Ford to be billable time to the Customer at Ford's standard engineering rates.
- i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- j. If warranty work is necessary within the warranty period, Ford will, at its option, repair the defective equipment or return it to the manufacturer for repair.
- k. Repairs, modifications, or other work performed by personnel not authorized by Ford during the period of warranty on any equipment of the system may invalidate the warranty.

- l. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system performed by personnel not authorized by Ford prior to acceptance of the system by the Customer.
 - m. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.
2. OWNER-FURNISHED EQUIPMENT (OFE):
- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
 - b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
 - c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
 - d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
 - e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:
 - a. Ford will host a training session near the completion of installation. All system users and interested persons should attend this training so that all questions can be answered during this training.
 - b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
 - c. Ford shall provide a training agenda for scheduled training.
 - d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description, of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which give the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as CDs or DVDs of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to best meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and

is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing Central Texas Regional Mobility who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 512-447-1103.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

Gregory Banks

Gregory Banks
Account Manager

Voice: 512-447-1103
E-mail: bankg@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

CENTRAL TEXAS REGIONAL MOBILITY

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that Central Texas Regional Mobility and Ford Audio-Video Systems, LLC have entered into a contract in the amount of \$152,970.08, for the purchase and installation of equipment and services described in the attached proposal utilizing Contract No. DIR-TSO-3957 Texas Department of Information Resources. All terms and conditions of DIR contract no. DIR-TSO-3957 are incorporated herein by reference.

PREVENATIVE MAINTENANCE:	\$1,050.00	_____
		Customer Accepts
ALTERNATIVE LEASING ESTIMATED MONTHLY PAYMENT:	\$4,755.00	_____
		Customer Accepts

Central Texas Regional Mobility and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

CENTRAL TEXAS REGIONAL MOBILITY

Gregory Banks
Account Manager

Authorized Signature

David Allen, E.E.T., CTS
Vice President

Printed Name and Title

Date

Date

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

RESOLUTION NO. 20-023

**APPROVING AGREEMENTS WITH THE SOUTHWEST RESEARCH INSTITUTE
FOR A LONESTAR SOFTWARE SUBLICENSE AND FOR IMPLEMENTATION OF A
LONESTAR ADVANCED TRAFFIC MANAGEMENT SYSTEM**

WHEREAS, the Mobility Authority is developing a Traffic Incident Management and Intelligent Transportation System Program Plan to standardize and coordinate its regional traffic incident management operations with regional partner agencies; and

WHEREAS, to improve coordination and standardize traffic management systems across the region, the Mobility Authority will need to interface its automated traffic management system with the ActiveITS software platform (Lonestar) that is currently used by regional partner agencies; and

WHEREAS, Lonestar is made available by TxDOT through an agreement with Southwest Research Institute, the only entity authorized to sub-license the Lonestar; and

WHEREAS, the written justification for the proprietary purchase and implementation of Lonestar required under Mobility Authority Policy Code Section 401.17 is attached hereto as Exhibit A; and

WHEREAS, the Executive Director has negotiated a proposed software sublicense agreement with the Southwest Research Institute for the use of Lonestar at no cost to the Mobility Authority which is attached hereto as Exhibit B; and

WHEREAS, the Executive Director has negotiated a proposed agreement with the Southwest Research Institute for the implementation and support of the Lonestar automated traffic management system in an amount not to exceed \$175,000 which is attached hereto as Exhibit C; and

WHEREAS, the Executive Director recommends entering into the proposed software sublicense and implementation agreements with the Southwest Research Institute for the Lonestar automated traffic management system in the form or substantially the same form as attached hereto as Exhibit B and Exhibit C, respectively; and

WHEREAS, the Executive Director requests the Board authorize an additional \$17,500 to be used as project contingency to address any unforeseen issues as Lonestar is deployed.

NOW THEREFORE BE IT RESOLVED, that the Board hereby accepts the justification for the proprietary purchase of the Lonestar automated traffic management system from the Southwest Research Institute which is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to enter into the Lonestar software sublicense agreement with the Southwest Research Institute in the form or substantially the same form attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to enter into the agreement with the Southwest Research Institute for the implementation and support of the Lonestar automated traffic management system in an amount not to exceed \$175,000 and in the form or substantially the same form attached hereto as Exhibit C; and

BE IT FURTHER RESOLVED, that the Board approves the expenditure of an additional \$17,500 to be used at the discretion of the Executive Director as project contingency to address any unforeseen issues as the Lonestar automated traffic management system is deployed.

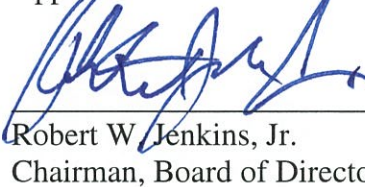
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

MEMORANDUM

Date: March 25, 2020

To: Chairman Bobby Jenkins and the CTRMA Board of Directors

From: Mike Heiligenstein, CTRMA Executive Director

Subject: Lonestar ActiveITS Proprietary Purchase Justification

Per Section 401.17 of the Mobility Authority's Policy Code, the purpose of this memo is to provide written justification for the proprietary purchase of the Lonestar (ActiveITS), from the Southwest Research Institute (SwRI). The following explains the justification for this purchase.

Project Background and Goals

The Mobility Authority is working to establish a collaborative framework to improve regional traffic management and incident response with the Texas Department of Transportation (TxDOT) Austin District. CTRMA will focus on three main priorities in this partnership:

- re-aligning the Mobility Authority's TIM Center Concept of Operations with that of TxDOT;
- synergizing existing traffic and incident management resources and staff with TxDOT's TIM Center; and
- reducing the dispatch and response for traffic accidents on Mobility Authority roadways.

Need for the Lonestar (ActiveITS) Automated Traffic Management Software

The Lonestar software leverages the ActiveITS™ platform, an open-source software, developed and owned by both TxDOT as well as the Florida Department of Transportation (FDOT). Lonestar (ActiveITS) is commercially available to other transportation agencies and is a proven traffic management platform.

TxDOT utilizes the Lonestar (Active ITS) automated traffic management system (ATMS). The Lonestar software is the existing Combined Traffic, Emergency and Communications Center (CTECC) ATMS installation. Utilizing Lonestar allows TxDOT to access the Mobility Authority's ITS devices during non-business hours and emergency situations reducing incident response time. The Mobility Authority will also realize the benefits of Lonestar system upgrades and updates as they become available, keeping us in total synchronization with TxDOT. No other product can similarly achieve these specifications.

Lonestar and the Southwest Research Institute

TxDOT makes its Lonestar (ActiveITS) platform available to other public agencies via their exclusive authorized partnership with the Southwest Research Institute (SwRI). SwRI is the only entity authorized to sub-license Lonestar to other public agencies and provide any related professional services for its implementation. A letter supporting this statement is attached.

Based on the above, the Mobility Authority has solicited a bid for the sub-license and implementation of the Lonestar (ActiveITS) systems to SwRI, without using the usual competitive bidding or competitive proposal procedures. Staff recommends approval of this item.

Exhibit B

SOUTHWEST RESEARCH INSTITUTE®

6220 CULEBRA ROAD 78238-5166 • P.O. DRAWER 28510 78228-0510 • SAN ANTONIO, TEXAS, USA • (210) 684-5111 • WWW.SWRI.ORG

INTELLIGENT SYSTEMS DIVISION

March 2, 2020

Mr. Greg Mack
Central Texas Regional Mobility Authority
104 N. Lynnwood Trail
Cedar Park, TX 78613

Subject: Sole Source Justification for Southwest Research Institute® (SwRI®) to deploy, enhance, and support ActiveITS/Lonestar ATMS for CTRMA

Dear Mr. Mack:

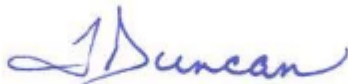
SwRI is pleased to respond to your request for a sole source justification for deploying, enhancing, and supporting an ActiveITS/Lonestar ATMS for CTRMA.

The ActiveITS ATMS codebase is currently deployed across 11 state DOTs and territories; within Texas, deployments include TxDOT (statewide), City of Lubbock, City of San Antonio, City of Grand Prairie, the North Texas Tollway Authority (NTTA), and SH288 Toll Project. As the original developer and continuing maintainer of the ActiveITS ATMS codebase, SwRI is uniquely capable of deploying, configuring, supporting, and modifying the ActiveITS codebase to meet CTRMA's specific needs while also facilitating code sharing from and to the other ActiveITS agencies. Note that this code sharing makes the latest versions of Lonestar available to CTRMA automatically on a periodic basis.

SwRI has decades of experience with deploying, enhancing, and supporting this codebase and with facilitating the code sharing mandated by the ActiveITS contract. As such, we are the only organization with the experience necessary to efficiently conduct the specified scope of work.

SwRI looks forward to working with CTRMA on this project. If you have any questions regarding this proposal, please feel free to contact me at (210) 522-3927 or by e-mail at tammy.duncan@swri.org. Contractual questions should be directed to Mrs. Patty Cade at (210) 522-2397 or by email at patty.cade@swri.org.

Sincerely,



Tammy Duncan
Principal Analyst
Transportation Management Systems
Critical Systems Department

TD

Exhibit C

ACTIVEITS SOFTWARE SUBLICENSE AGREEMENT

This is a Software Sublicense Agreement, effective on the ____ day of _____ 2020, between SOUTHWEST RESEARCH INSTITUTE® (SwRI®) a nonprofit corporation organized under the laws of the State of Texas, with offices at 6220 Culebra Road, San Antonio, Texas 78238-5166 (hereinafter referred to as “SwRI”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY with offices at 3300 North IH-35, Suite 300, Austin, TX 78705 (hereinafter referred to as “Mobility Authority”). SwRI agrees to grant to the Mobility Authority, and the Mobility Authority agrees to accept from SwRI, a nonexclusive, nontransferable, royalty free software sublicense in accordance with this Agreement during the term specified in Article 6.

WHEREAS:

SwRI has obtained and currently has licenses from Florida and Texas to computer programs whose purposes are operation of traffic management centers, and SwRI has the right to sublicense the same under licenses obtained from Florida and Texas who own such computer programs; and

SwRI, as an authorized distributor of such computer programs, desires to market and sublicense those computer programs; and

SwRI and the Mobility Authority wish to enter into an agreement authorizing the Mobility Authority and/or any of its designated contractors to use copies of those computer programs for the benefit of the Mobility Authority; and

The Mobility Authority wishes to save development time and reduce costs by leveraging Florida and Texas Software.

NOW, IT IS HEREBY AGREED:

1.0 DEFINITIONS

1.1 Florida and Texas who are listed in the table of Exhibit A, mean the original issuers of licenses for individual or collective software programs to SwRI.

1.2 “Software” means the actual transportation management center computer programs, source code, and software modules under license to SwRI at the time of this Agreement.

1.3 “Documentation” means the user manuals and other materials, including issues lists in printed or electronic form, which facilitate the use of the Software by the Mobility Authority.

1.4 “Licensed Software” means any combination of the Software and Documentation covered by any of the license agreements listed in Exhibit A and furnished by SwRI to the Mobility Authority.

1.5 “Modifications” mean any modifications, improvements, enhancements, or changes to the Licensed Software and any and all computer programs in any code form and associated documentation, derived from or based upon the Licensed Software, developed, or otherwise acquired by the Mobility Authority, SwRI, or their employees, contractors, or agents.

1.6 “Geographic Limits” means the established geopolitical boundaries associated with the Mobility Authority.

2.0 SUBLICENSE

2.1 Sublicense Grant. In consideration of the premises put forth, and subject to all other conditions herein, SwRI hereby grants to the Mobility Authority a nontransferable and nonexclusive license to use and modify the Licensed Software and its changes, modifications, or enhancements for its internal purposes, with no right to sublicense, sell, lease, assign, or transfer the Licensed Software.

2.2 Notwithstanding 2.1 herein and with SwRI’s written approval, the Mobility Authority may sub-sublicense, royalty free, the executable code of the Sub-Sublicense to other governmental entities within the Geographic Limits.

2.3 Sublicense. This Sublicense, granted by SwRI in 2.1 herein, shall be only for use in the Geographic Limits.

2.4 Title in Licensed Software and Modifications. Title and all proprietary rights in the Licensed Software, including changes, modifications, or enhancements made by or for the Mobility Authority, shall at all times remain the property of Florida and Texas.

2.5 No Support by Florida and Texas. the Mobility Authority recognizes and agrees that Florida and Texas will not provide any support or maintenance and that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas.

2.6 The Mobility Authority-Owned Modules. the Mobility Authority will own all computer software programs that are created and/or developed for the Mobility Authority, but not changes, modifications, or enhancements of the Licensed Software, even though they are incorporated into a system that includes the Licensed Software.

3.0 CERTAIN SwRI OBLIGATIONS

3.1 Compliance. SwRI agrees to comply fully with all of its obligations under this Agreement.

3.2 Maintenance and Support. SwRI will solely and on behalf of itself, where appropriate, enter into agreements with the Mobility Authority for maintenance and support of the Licensed Software.

4.0 CERTAIN MOBILITY AUTHORITY OBLIGATIONS

4.1 The Mobility Authority agrees to reproduce, and have reproduced on all permitted copies of Licensed Software existing copyright and other proprietary notices.

4.2 The Mobility Authority agrees to require its employees, contractors, and agents to comply with the terms and conditions of this Agreement prior to permitting any access to use the Licensed Software by the individual and shall take all steps necessary to remedy any violation, including, but not limited to, immediately terminating the individual's access to and use of the Licensed Software.

4.3 The Mobility Authority agrees it will not authorize, permit, or allow the use or disclosure of the Licensed Software by its employees, contractors, or agents except as expressly authorized under this agreement.

4.4 The Mobility Authority agrees that it retains no rights in the Licensed Software or its changes, modifications, or enhancements and other Licensed Software-related materials except for the limited rights specifically granted under this Agreement.

4.5 The Mobility Authority agrees to inform SwRI of any changes, modifications, or enhancements to be made to the Licensed Software by the Mobility Authority and/or any of its designated contractors.

4.6 The Mobility Authority agrees to provide SwRI source code for all changes, modifications, or enhancements and documentation updates made to the Licensed Software by the Mobility Authority and/or any of its designated contractors.

4.7 The Mobility Authority agrees it will make no changes to the Licensed Software without corresponding changes also being made to applicable Documentation.

4.8 The Mobility Authority agrees to utilize the issues database established by SwRI to track the identification and resolution of issues associated with the Licensed Software products utilized under this Agreement.

4.9 The Mobility Authority agrees to provide a report to SwRI due not later than January 7, April 7, July 7, and October 7 of each year this license is in effect, detailing the use of the Licensed Software. The report will include a description of modifications made to the Licensed Software, specific name of the Mobility Authority, the Mobility Authority site location, and specific programs licensed.

4.10 The Mobility Authority agrees the Licensed Software contains highly confidential information. The Mobility Authority agrees to take all reasonable precautions to protect the Licensed Software and preserve its confidential, proprietary and trade secret status in perpetuity. The Mobility Authority agrees it is responsible for the supervision, management, and control of its use of the Licensed Software.

4.11 The Mobility Authority agrees to notify SwRI promptly and provide reasonable assistance to SwRI, Florida and Texas without charge in prosecution of any trade secret, copyright, trademark, or service mark infringements that come to the attention of the Mobility Authority.

4.12 The Mobility Authority agrees that if at any time it becomes aware of unauthorized use, copying, or disclosure of the Licensed Software, it shall immediately notify SwRI and fully cooperate with Florida and Texas to protect the proprietary rights of Florida and Texas. The Mobility Authority shall agree that a breach or threatened breach of its obligation to protect the Licensed Software may cause immediate and irreparable harm, entitling Florida and Texas to seek immediate termination of the Sublicense. The Mobility Authority's compliance with this paragraph shall not be construed in any way as a waiver of the rights of Florida and Texas to recover damages or obtain other relief against the Mobility Authority for harm to the proprietary rights of Florida and Texas or for breach of contractual rights.

4.13 The Mobility Authority agrees that any warranties provided are provided solely by SwRI and not on behalf of Florida and Texas. The Mobility Authority agrees to accept the Limitation of Liability and Disclaimer of Warranty provisions included in this Agreement for the benefit of SwRI and Florida and Texas.

4.14 The Mobility Authority agrees that Florida and Texas may make Modifications to the Licensed Software without notice to the Mobility Authority. Florida and Texas shall not be required to provide any Modifications of the Licensed Software. If any copy of a Modification of the Licensed Software is received by the Mobility Authority, the Mobility Authority agrees that all the terms and conditions of their agreement with SwRI apply to the Modification.

5.0 LIMITATION OF LIABILITY and DISCLAIMER OF WARRANTY

5.1 EXCEPT AS OTHERWISE PROVIDED IN THE VENDOR CONTRACT, SWRI DISCLAIMS ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. SERVICES MAY BE WARRANTED IN A SERVICE AGREEMENT.

5.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, FLORIDA AND TEXAS DISCLAIM ALL WARRANTIES WITH REGARD TO THE LICENSED SOFTWARE SOLD OR LICENSED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF FLORIDA AND TEXAS FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE LICENSED SOFTWARE.

6.0 TERM AND TERMINATION

6.1 This Agreement shall enter into force on the ____ day of _____, 2020 and shall continue as long as SwRI's licenses from Florida and Texas are in force plus one year from the date Florida or Texas terminate the license to SwRI.

6.2 If the license from Florida or Texas to SwRI is terminated, or under termination, SwRI shall notify The Mobility Authority within ten business days.

6.3 In the event that the license from Florida or Texas to SwRI is terminated as specified in 6.2, then the Mobility Authority, if not in breach of any terms and conditions with this Agreement, may elect, with Florida or Texas approval, to continue with this Agreement directly with Florida and Texas under the same terms and conditions as were agreed between SwRI and Florida and Texas, as long as those terms are not more burdensome than the terms of the latest agreement between Florida and Texas and SwRI.

6.4 If either party fails to perform any other term, covenant, or condition of this Agreement, and has not performed such term, covenant, or condition within sixty (60) days after a notice of default has been received, the non-defaulting party shall have the right to forthwith terminate this Agreement by means of a written notice to the other party.

6.5 The Mobility Authority agrees to immediately return or certify destruction of the Licensed Software Documentation, including any copies, information, or notes relating thereto except to the extent retention is necessary to keep the Traffic Management Centers ("TMCs") installed with Intelligent Transportation Systems ("ITS") Software operational for up to one (1) year or until the Mobility Authority receives a license from Florida and Texas directly upon any sublicense termination under Article 6 of this Agreement.

7.0 REMEDIES

7.1 The rights of the Mobility Authority and SwRI, pursuant to Article 6 hereof, are without prejudice to any other rights or remedies that the Mobility Authority and SwRI may have. The Mobility Authority's and SwRI's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by the Mobility Authority or SwRI of any other remedy.

8.0 NOTICES

Service of all notices under this Agreement by either party to the other shall be sufficient only if posted by certified or registered post, return receipt requested, or personally delivered and receipted. Either party may change its address for service of all notices by written notice to the other.

AS TO SwRI:

Contracts: Director of Contracts
Southwest Research Institute

Post Office Drawer 28510
San Antonio, Texas 78228-0510
U.S.A.

Technical: ISD Department Director
Southwest Research Institute
Post Office Drawer 28510
San Antonio, Texas 78228-0510
U.S.A.

AS TO MOBILITY AUTHORITY:

Contracts: Geoff Petrov
General Counsel
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
U.S.A.

Technical: Greg Mack
Assistant Director of IT & Toll Systems
Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
U.S.A.

9.0 UNFORESEEN EVENTS

Neither party shall be responsible for any delay or failure to perform due to causes beyond reasonable control of the party, including, but not limited to, strikes, lockouts, or other labor disputes, riots, civil disturbances, actions, or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather (including hurricanes), fire, Acts of God or the public enemy, nuclear disasters, or default of a common carrier.

10.0 SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held unenforceable in any respect under the United States patent and copyright laws that are in effect, such unenforceability shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

11.0 ENTIRE SUBLICENSE AGREEMENT

This Agreement and its Exhibit A constitutes the entire agreement governing the sublicense of Licensed Software from SwRI to the Mobility Authority. SwRI acknowledges that

it has not been induced to enter into this Agreement by representations or statements, oral or written, not expressly contained herein. This Agreement may be modified only in writing signed by duly authorized representatives of each party.

12.0 GENERAL CONDITIONS

12.1 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

12.2 The headings and subheadings in this Agreement are for convenience only and do not form a part of this Agreement.

12.3 The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

12.4 This Agreement may be executed electronically and in counterparts, each of which shall be deemed to be an original, and when taken together, shall constitute one binding agreement. A facsimile or exact image of an original signature transmitted to the other party is as effective as if the original were sent to the other party.

EXECUTED BY BOTH PARTIES AS PROVIDED BELOW:

SOUTHWEST RESEARCH INSTITUTE

MOBILITY AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Software Name	Licensor	Date of License
TxSoftware	TxDOT	May 30, 2006
SunGuide	FDOT	Sep 1, 2006

Southwest Research Institute®
PROPOSAL AND FIXED-PRICE CONTRACT FOR SERVICES

SOUTHWEST RESEARCH INSTITUTE, a Texas nonprofit corporation located at 6220 Culebra Road, San Antonio, Texas, 78238-5166 (SwRI®), proposes to provide the services described in SwRI Proposal No.10-88923-1 (Project) for **CENTRAL TEXAS REGIONAL MOBILITY**, located at 104 N. Lynnwood Trail, Cedar Park, Texas 78613 (Client).

This proposal will be effective until June 23, 2020 and, if accepted by Client on or before the above date or such other date as may be mutually agreeable, it will become effective as a contract on the following terms and conditions:

1. Performance will begin at the earliest practicable date, but in no event later than five (5) days after Client fully executes this contract, and shall continue for a period of three (3) months unless this performance period is modified by mutual agreement in writing.

2. SwRI shall devote such time and attention to the Project as is needed for its proper and diligent conduct and shall provide SwRI-owned and available scientific equipment, and laboratory and service facilities as required.

3. Payment terms will be as described in Exhibit A.

4. Scope of Work will be as described in Exhibit B.

5. SwRI shall report to Client from time to time as the Project progresses all significant information resulting from this Project. In addition, all information obtained by SwRI, as a result of the Project will be available to Client at any time while this contract is in force. SwRI shall not publish or disclose to third parties the results of the Project or any information obtained from or on behalf of Client which is proprietary and confidential to Client (Confidential and Proprietary Information) without Client's written approval. Confidential and Proprietary Information shall not include information (a) which was available to the public by publication or otherwise or was a part of the public domain at the time of such disclosure by Client; (b) which becomes available to the public by publication or otherwise or becomes part of the public domain after a disclosure by Client; (c) which is or has been disclosed by Client to any third party without the same or substantially the same obligations of nondisclosure as those imposed on SwRI; (d) which was already known to SwRI prior to disclosure by Client; or (e) which is required by law, government agency or court order to be disclosed by SwRI.

6. No advertising or publicity containing any reference to SwRI or any of its employees, either directly or by implication, shall be made use of by Client or on Client's behalf without SwRI's written approval. In the event Client distributes any report issued by SwRI on this Project outside its own organization, such report shall be used in its entirety, unless SwRI approves a summary or abridgement for distribution.

7. SwRI represents that each of its employees assigned to work on the Project will have entered into an employment contract with SwRI which provides for the assignment to SwRI of all inventions of such employees which fall within the terms of this contract with Client. If, during the time this contract with Client is in force, an SwRI employee as a result of his/her work on the Project makes an invention or discovery which relates exclusively to the Project, SwRI shall promptly make the fact of such invention or discovery known to Client. At Client's request, SwRI shall use its diligent efforts to cause its employees to execute all papers necessary or incidental to timely and proper applications for Letters Patent of the United States and all foreign countries and to convey to Client complete title to all such inventions and discoveries. All applications for Letters Patent shall be prepared, filed and prosecuted at the expense of Client by attorneys employed by Client

and all expenses, including SwRI employees' time and travel incurred in connection with such applications, shall be obligations of Client. All such expenses incurred by SwRI and its employees under this Article 6 shall be separately invoiced and paid by Client in addition to the payments provided for in Exhibit A.

8. SwRI shall not undertake simultaneous research and development projects for more than one client when, in the judgment of SwRI, the objectives of the projects or the nature and scope of the work required to be done may result in a conflict of interest.

9. A delay in or failure of either SwRI or Client to perform its obligations hereunder as described shall not constitute default under this contract nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected, including but not limited to: acts of God; expropriation or confiscation of facilities or compliance with any order or request of any governmental authority or person purporting to act therefore which affects to a degree not presently existing the supply, availability or use of materials or labor; acts of war or the public enemy; public disorders, rebellion, or sabotage; floods; riots; strikes; whether direct or indirect; or any causes whether or not the class or kind specifically named above, not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent, mitigate or remove.

10. United States export control laws and regulations apply to this contract and SwRI will comply with such laws and regulations in the performance of the contract. Client expressly assures SwRI that no unpublished technical data, or hardware, furnished by SwRI to Client and no direct product thereof will be furnished or made available by Client to any third party except in accordance with the applicable laws and regulations of the United States then in force.

11. Either party may execute this contract and any additional documents including, but not limited to, modifications, and representations and certifications, related to this contract by facsimile or electronic signature. The other party shall be entitled to rely on such facsimile or electronic signature as evidence that this contract has been duly executed by an authorized representative. Further, neither party shall contest the validity of this contract based on the use of facsimile or electronic signatures.

12. This contract comprises the full and complete agreement of the parties with respect to the subject matter hereof, and replaces and supersedes all prior communications, understandings and agreements between the parties, whether oral or written, expressed or implied with respect to the matters addressed herein. No change, modification or revision to this contract or any related, referenced or attached contractual document shall be deemed valid unless such is in writing signed by a duly authorized representative of each of the parties herein. For purposes of clarity, the authorized representatives of SwRI for such purposes are the individuals listed for "Contractual" in Article 13 below or any designees of SwRI's Director, Contracts.

13. This contract shall terminate upon the first to occur of the following events: (a) completion of the Project; (b) expiration of the performance period specified in Article 1 or subsequently agreed upon; (c) receipt by SwRI of written notice of termination from Client; (d) receipt by Client of written notice of termination from SwRI, provided however, SwRI shall have no right to terminate unless Client has failed to pay any invoice rendered by SwRI when due and has failed to remedy such failure within ten (10) days following receipt of notice from SwRI stating its intention to terminate. If terminated by Client prior to completion of the Project, Client agrees to pay for all services performed on incomplete milestones prior to the effective date of termination, for milestones completed and accepted, plus the reasonable costs necessary to bring the Project to an orderly close.

14. Personnel for any negotiations required on this procurement may be contacted as follows:

Ms. Patty Cade, Principal Specialist, Contracts Department, 210/522-2397, facsimile 210/522-3559, e-mail patty.cade@swri.org;

Ms. Vera Elizondo, Manager, Contracts Department, 210/522-3949, facsimile 210/522-3559, e-mail vera.elizondo@swri.org;

Mr. W. Troy Nagy, Director, Contracts Department, 210/522-2230, facsimile 210/522-3559, e-mail troy.nagy@swri.org.

Electronic notification of award should be sent to e-mail address contract@swri.org.

Payment: Credit or payment inquiries should be directed to email credit@swri.org or phone 210/522-3715.

15. Correspondence shall be addressed:

Southwest Research Institute
P.O. Drawer 28510
San Antonio, Texas 78228-0510

SOUTHWEST RESEARCH INSTITUTE

By: W. Troy Nagy
Name: W. Troy Nagy
Title: Director, Contracts
Date: April 8, 2020

**Accepted:
CENTRAL TEXAS REGIONAL MOBILITY**

By: _____
Name: _____
Title: _____
Date: _____

Southwest Research Institute® (SwRI®)
Proposal and Fixed-Price Contract for Services
Exhibit A
Proposal 10-88923-1 Payment Terms
CENTRAL TEXAS REGIONAL MOBILITY

Client shall pay SwRI \$107,000 (USD) for the Project Base. SwRI shall submit one (1) invoice for \$35,668 (USD) and two (2) invoices for \$35,666 (USD) each to be invoiced at the end of each subsequent four (4) weeks after receipt of order. Prior to commencement of work, SwRI must receive a signed copy of this proposal and/or Client's acceptable purchase order.

Client shall have the Option to authorize the work below and shall be invoiced at the end of each four (4) weeks after authorization to proceed for cost incurred for the prior four (4) weeks.

Option 1 Cloud Hosting Services \$68,000 (USD) – Estimated Cost*

* This is the best total cost estimate of the Option that can be made at this time.

All invoices submitted to Client by SwRI shall be paid within thirty (30) days from date of invoice. SwRI is expressly authorized to declare the contract in default and to suspend or terminate work, without penalty, at any time any invoice is not paid by its due date. Should SwRI complete the Project prior to the estimated period of performance, Client shall be invoiced for all remaining payments upon the delivery of the final deliverable.

The preferred method of payment is by electronic funds transfer to the account of Southwest Research Institute.

- Financial Institution: Bank of America, N.A.
- Account Number: 000000000000
- ACH ABA Routing Number: 000000000
- Wire ABA Routing Number: 000000000

Please reference the applicable invoice number with the payment or provide remittance information by email to remit@swri.org. If this preferred method of payment is not feasible, please send all payments issued by check and/or any other information to the address identified on the invoice.

Please direct questions regarding payment by phone to (210) 522-3715 or by email to credit@swri.org.

All invoices shall be submitted in duplicate and shall be addressed to:

Client Name: _____
Address: _____

E-mail address: _____
Phone Number: _____
Client's Tax Id No. _____

(To be completed by Client)

Please direct requests for a W-9 by fax to (210) 522-4755 or by email to remit@swri.org

Scope of Work

At start of work, SwRI will take the most recent LoneStar ATMS baseline and ensure that the deployed version meets CTRMA Phase 1 requirements as discussed during the February 28, 2020 team teleconference. The following scope of work is in accordance with those requirements and will be conducted on a fixed-price (FP) basis.

- **Documentation**
 - Project Management Plan with documentation, change management, risk management, and software security plans
 - Project Schedule
 - Test Plan(s) – existing TxDOT Lonestar test plans will be modified as needed
 - Assist CTRMA with Concept of Operations redesign and development
 - Support WSP with system requirement development
 - Lead software requirement development – while not anticipating any new software development, this task is dependent on system requirement development and will serve as input to test plan development step
 - Lead system design documentation development - dependent on system requirements and will serve to document “as built”/deployed system
- **Deployment**
 - SwRI will deploy Lonestar to CTRMA’s preferred hosting environment (on-site or cloud) and will work with CTRMA staff to ensure the system has appropriate access to CTRMA networked resources.
 - SwRI assumes a VPN connection will be available and operative.
- **Lonestar Integration by Module**
 - General
 - Migrate data from existing system and configure new system for field ITS equipment to be integrated in Phase 1 (listed below)
 - Configure user administration
 - Configure map interface
 - Configure event management
 - Configure video management
 - Configure schedule actions
 - Configure system reporting and data analysis
 - Configure incident detection
 - Configure performance measures
 - Closed Circuit Television (CCTV)
 - Integrate with Cohu 3960 HDTV/H.264 and HD 4260 Rise PTZ cameras
 - Integrate with Cohu Octima 3430 HD fixed cameras
 - Dynamic Message Sign (DMS)
 - Integrate with Daktronics Front Access Vanguard VMS VF-2420 Series and VF-2420-27-110-66-A DMS
 - Vehicle Presence Detection
 - Integrate with Wavetronix SmartSensor V and HD RVSD

- Wrong Way Driver System (WWDS)
 - Integrate with Tapco BlinkerSigns – only if sufficient time and funding remain after completion of other Phase 1 tasks
- Center-to-Center (C2C)
 - Integrate CTRMA LS deployment with TxDOT Austin district ATMS via C2C
- **Integration and Migration Testing**
 - Ensure that data has been properly translated and systems successfully integrated
 - SwRI has planned for one person to be on-site at CTRMA's site for four days for this final testing, possibly in conjunction with the training sessions.
- **Training**
 - SwRI has assumed two people for administrator and operator training sessions on-site over three days.
- **Support**
 - Our estimate provides for approximately 24 hours of support over the projected week remaining within the task POP after the system is deployed; additional support can be provided on a T&M or FP basis via a separate support and maintenance contract.
 - SwRI assumes that a VPN connection to the CTRMA system will be available for remote troubleshooting.
- **Warranty**
 - The Lonestar software version to be deployed is being provided as is and without warranty.

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

RESOLUTION NO. 20-024

ACCEPT THE FINANCIAL STATEMENTS THROUGH MARCH 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 March 2020, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	97,816,954	69,938,652	71.50%	59,881,400
Video Tolls	24,963,459	17,925,189	71.81%	14,187,878
Fee Revenue	7,589,784	7,982,579	105.18%	4,562,299
Total Operating Revenue	130,370,198	95,846,419	73.52%	78,631,577
Other Revenue				
Interest Income	4,000,000	4,996,771	124.92%	3,587,590
Grant Revenue	5,541,945	401,724	7.25%	3,068,585
Misc Revenue	2,000	4,111	205.57%	37,200
Gain/Loss on Sale of Asset	-	11,117	-	-
Total Other Revenue	9,543,945	5,413,724	56.72%	6,693,375
TOTAL REVENUE	\$139,914,143	\$101,260,143	72.37%	85,324,952
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,469,989	3,111,601	69.61%	2,999,956
Salary Reserve	80,000	-	-	-
TCDRS	632,057	425,578	67.33%	367,638
FICA	204,345	131,284	64.25%	119,287
FICA MED	67,769	45,025	66.44%	39,723
Health Insurance Expense	510,761	314,463	61.57%	282,942
Life Insurance Expense	8,034	6,411	79.79%	5,964
Auto Allowance Expense	10,200	7,225	70.83%	7,225
Other Benefits	122,131	92,183	75.48%	137,999
Unemployment Taxes	2,823	368	13.04%	543
Total Salaries and Benefits	6,108,109	4,134,137	67.68%	3,961,277

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	6,343	63.43%	6,018
Auditing	125,000	110,236	88.19%	74,571
Human Resources	40,000	23,051	57.63%	4,046
IT Services	307,700	99,330	32.28%	74,052
Internet	450	215	47.81%	3,889
Software Licenses	123,100	43,758	35.55%	42,971
Cell Phones	23,891	16,038	67.13%	11,644
Local Telephone Service	120,000	75,100	62.58%	6,144
Overnight Delivery Services	550	53	9.68%	79
Local Delivery Services	725	25	3.39%	75
Copy Machine	14,735	11,448	77.69%	11,048
Repair & Maintenance-General	14,200	6,086	42.86%	2,450
Community Meeting/ Events	12,000	-	-	-
Meeting Expense	14,850	11,997	80.78%	7,511
Toll Tag Expense	4,150	1,750	42.17%	1,660
Parking / Local Ride Share	2,800	1,528	54.55%	1,055
Mileage Reimbursement	8,300	2,176	26.22%	2,436
Insurance Expense	256,200	226,029	88.22%	142,698
Rent Expense	720,000	411,136	57.10%	357,743
Building Parking	27,000	12,733	47.16%	1,795
Legal Services	500,000	213,803	42.76%	170,266
Total Administrative and Office Expenses	2,325,651	1,272,835	54.73%	922,148
Office Supplies				
Books & Publications	5,000	1,653	33.07%	3,380
Office Supplies	17,000	5,416	31.86%	8,892
Misc Office Equipment	10,250	3,610	35.22%	5,920
Computer Supplies	169,400	53,019	31.30%	29,522
Copy Supplies	3,000	1,201	40.04%	1,188
Other Reports-Printing	8,000	-	-	3,627
Office Supplies-Printed	5,250	3,150	60.00%	3,163
Misc Materials & Supplies	750	-	-	-
Postage Expense	850	290	34.06%	263
Total Office Supplies	219,500	68,339	31.13%	55,955

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	60,000	-	-	31,259
Website Maintenance	105,000	20,069	19.11%	27,193
Research Services	770,000	53,104	6.90%	(56,385)
Communications and Marketing	300,500	202,773	67.48%	234,477
Advertising Expense	755,000	345,911	45.82%	360,678
Direct Mail	10,000	-	-	-
Video Production	150,000	31,288	20.86%	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%	69,475
Promotional Items	20,000	6,907	34.54%	6,300
Annual Report printing	6,500	-	-	3,712
Direct Mail Printing	30,000	-	-	-
Other Communication Expenses	56,204	14,349	25.53%	1,947
Total Communications and Public Relations	2,463,204	682,178	27.69%	693,873
Employee Development				
Subscriptions	4,725	1,460	30.91%	542
Agency Memberships	65,000	51,708	79.55%	40,686
Continuing Education	11,000	1,409	12.81%	385
Professional Development	31,500	9,165	29.10%	7,536
Other Licenses	800	731	91.37%	243
Seminars and Conferences	45,855	24,986	54.49%	17,198
Travel	130,810	90,586	69.25%	59,592
Total Employee Development	289,690	180,045	62.15%	126,181
Financing and Banking Fees				
Trustee Fees	52,000	46,775	89.95%	29,300
Bank Fee Expense	6,500	1,247	19.18%	2,371
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	24,000	80.00%	16,000
Total Financing and Banking Fees	113,500	84,905	74.81%	59,566
Total Administrative	5,411,545	2,288,302	42.29%	1,857,723

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	294,000	244,188	83.06%	88,931
GEC-Financial Planning Support	285,000	91,093	31.96%	50,189
GEC-Toll Ops Support	1,498,223	350,088	23.37%	91,889
GEC-Roadway Ops Support	1,404,000	615,756	43.86%	416,932
GEC-Technology Support	1,028,000	607,323	59.08%	451,571
GEC-Public Information Support	325,000	165,708	50.99%	9,876
GEC-General Support	2,221,000	1,067,869	48.08%	581,134
General System Consultant	1,318,627	548,775	41.62%	317,843
Traffic Modeling	150,000	-	-	62,331
Traffic and Revenue Consultant	300,000	148,299	49.43%	71,027
Total Operations and Maintenance Consulting	8,823,850	3,839,099	43.51%	2,141,724
Roadway Operations and Maintenance				
Roadway Maintenance	4,400,000	2,452,441	55.74%	1,764,546
Signal & Illumination Maint	-	47,667	-	-
Maintenance Supplies-Roadway	237,000	16,735	7.06%	18,976
Tools & Equipment Expense	1,500	568	37.90%	442
Gasoline	21,600	9,754	45.16%	10,892
Repair & Maintenance-Vehicles	4,000	6,075	151.87%	3,361
Electricity - Roadways	250,000	133,396	53.36%	111,017
Total Roadway Operations and Maintenance	4,914,100	2,666,636	54.26%	1,909,233
Toll Processing and Collection Expense				
Image Processing	3,392,460	1,271,747	37.49%	980,952
Tag Collection Fees	7,283,817	4,468,468	61.35%	3,781,774
Court Enforcement Costs	50,001	-	-	7,875
DMV Lookup Fees	999	394	39.40%	675
Total Processing and Collection Expense	10,727,277	5,740,609	53.51%	4,771,275

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	2,500	1,778	71.14%	1,228
Fire and Burglar Alarm	599	370	61.79%	370
Refuse	1,500	1,469	97.95%	937
Telecommunications	-	-	-	43,836
Water - Irrigation	10,000	3,419	34.19%	2,805
Electricity	2,500	357	14.28%	933
ETC spare parts expense	25,000	8,272	33.09%	5,573
Repair & Maintenance Toll Equip	150,000	-	-	-
Law Enforcement	274,998	11,555	4.20%	181,704
ETC Maintenance Contract	4,524,237	1,114,182	24.63%	1,391,284
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
Total Toll Operations Expense	8,008,919	1,656,635	20.68%	1,937,999
Total Operations and Maintenance	32,474,146	13,902,978	42.81%	10,760,232
Other Expenses				
Special Projects and Contingencies				
HERO	150,000	98,553	65.70%	-
Special Projects	400,001	18,738	4.68%	41,880
71 Express Net Revenue Payment	4,500,000	3,364,737	74.77%	2,290,102
Technology Task Force	525,000	201,837	38.45%	138,016
Other Contractual Svcs	150,000	122,000	81.33%	152,048
Contingency	400,000	10,000	2.50%	-
Total Special Projects and Contingencies	6,125,001	3,815,864	62.30%	2,622,045

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending March 31, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	771,625	713,915	92.52%	330,869
Amort Expense - Refund Savings	1,050,000	787,475	75.00%	781,948
Dep Exp - Furniture & Fixtures	2,620	1,960	74.82%	1,960
Dep Expense - Equipment	16,000	44,273	276.71%	11,999
Dep Expense - Autos & Trucks	40,500	22,307	55.08%	19,978
Dep Expense - Building & Toll Fac	176,800	132,561	74.98%	122,250
Dep Expense - Highways & Bridges	38,568,000	24,532,176	63.61%	18,725,418
Dep Expense - Toll Equipment	3,670,250	2,705,996	73.73%	1,961,344
Dep Expense - Signs	326,200	590,608	181.06%	246,812
Dep Expense - Land Improvements	884,935	737,445	83.33%	663,701
Depreciation Expense - Computers	9,600	54,327	565.90%	7,726
Total Non Cash Expenses	45,516,530	30,323,042	66.62%	22,874,006
Total Other Expenses	51,641,531	34,138,906	66.11%	25,496,051
Non Operating Expenses				
Bond Issuance Expense	250,000	1,286,793	514.72%	2,424,984
Loan Fee Expense	75,000	27,000	36.00%	47,619
Interest Expense	43,741,254	28,827,814	65.91%	25,436,374
Community Initiatives	325,000	153,261	47.16%	45,142
Total Non Operating Expenses	44,391,254	30,294,868	68.25%	27,954,118
TOTAL EXPENSES	\$140,026,585	\$84,759,191	60.53%	\$70,029,401
Net Income	(\$112,442)	\$16,500,952		15,295,551

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2020

	as of 03/31/2020	as of 03/31/2019
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 782,901	\$ 996,847
Cash in TexStar	239,803	232,721
Regions Payroll Account	55,569	63,193
Restricted Cash		
Goldman Sachs FSGF 465	161,083,478	221,951,340
Restricted Cash - TexSTAR	309,853,572	142,494,983
Overpayments account	<u>698,396</u>	<u>340,373</u>
Total Cash and Cash Equivalents	472,713,718	366,079,457
Accounts Receivable		
Accounts Receivable	2,770,089	1,141,083
Due From Other Agencies	68,106	29,199
Due From TTA	469,891	1,230,678
Due From NTTA	761,250	804,401
Due From HCTRA	999,820	997,434
Due From TxDOT	211,278	772,605
Interest Receivable	<u>97,930</u>	<u>481,221</u>
Total Receivables	5,378,363	5,456,621
Short Term Investments		
Treasuries	9,855,135	69,487,632
Agencies	<u>10,144,865</u>	<u>149,458,202</u>
Total Short Term Investments	20,000,000	218,945,834
Total Current Assets	<u>498,092,082</u>	<u>590,481,913</u>
Total Construction in Progress	566,701,894	716,224,099
Fixed Assets (Net of Depreciation and Amortization)		
Computers	528,000	22,408
Computer Software	3,616,709	693,715
Furniture and Fixtures	8,059	10,672
Equipment	5,249	7,372
Autos and Trucks	82,004	74,095
Buildings and Toll Facilities	4,814,701	4,991,449
Highways and Bridges	1,202,182,549	879,060,949
Toll Equipment	23,787,705	16,741,144
Signs	13,281,605	10,389,657
Land Improvements	8,190,370	9,075,304
Right of way	88,149,606	88,149,606
Leasehold Improvements	<u>148,533</u>	<u>127,570</u>
Total Fixed Assets	1,344,795,090	1,009,343,941
Other Assets		
Intangible Assets-Net	101,523,559	102,686,320
2005 Bond Insurance Costs	3,914,318	4,127,826
Prepaid Insurance	323,935	246,233
Deferred Outflows (pension related)	866,997	290,396
Pension Asset	<u>177,226</u>	<u>826,397</u>
Total Other Assets	106,806,035	108,177,173
Total Assets	<u><u>\$ 2,516,395,101</u></u>	<u><u>\$ 2,424,227,125</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2020

	as of 03/31/2020	as of 03/31/2019
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 196,222	\$ 76,665
Construction Payable	24,336,822	1,247,369
Overpayments	701,574	343,400
Interest Payable	10,756,760	13,843,976
TCDRS Payable	68,785	96,244
Due to other Agencies	17,487	4,072,342
Due to TTA	446,451	1,129,372
Due to NTTA	50,683	57,736
Due to HCTRA	71,553	75,058
Due to Other Entities	1,806,248	855,358
71E TxDOT Obligation - ST	643,193	-
Total Current Liabilities	39,095,777	21,797,520
Long Term Liabilities		
Compensated Absences	543,329	541,425
Deferred Inflows (pension related)	206,675	278,184
Long Term Payables	750,004	819,609
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	74,082,421	75,998,972
Senior Lien Revenue Bonds 2011	17,186,243	16,155,173
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	4,923,910	6,755,062
Sn Lien Revenue Bnd Prem 2015	18,982,591	19,879,970
Sn Lien Put Bnd Prem 2015	931,202	2,328,680
Senior lien premium 2016 revenue bonds	44,148,970	48,457,447
Sn Lien Revenue Bond Premium 2018	3,749,580	4,016,154
Senior Lien Revenue Bond Premium 2020A	11,677,381	-
Total Senior Lien Revenue Bonds	1,127,847,298	1,079,946,458
Sub Lien Revenue Bonds:		
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	1,062,919	1,501,842
Sub Refunding 2016 Prem/Disc	7,662,882	8,510,993
Sub Lien BANS 2018 Premium	925,983	1,455,116
Total Sub Lien Revenue Bonds	225,106,784	229,687,951
Other Obligations		
TIFIA Note 2015	294,780,303	228,191,362
TIFIA Note 2019	51,164	-
SIB Loan 2015	34,032,353	32,710,960
State Highway Fund Loan 2015	34,052,383	32,710,990
State 455W Loan	-	55,000,000
71E TxDOT Obligation - LT	60,728,211	62,332,058
Regions 2017 MoPAC Note	24,990,900	19,060,000
Total Other Obligations	448,635,312	430,005,369
Total Long Term Liabilities	1,802,339,398	1,740,459,387
Total Liabilities	1,841,435,175	1,762,256,907

Central Texas Regional Mobility Authority
Balance Sheet
as of March 31, 2020

	as of 03/31/2020	as of 03/31/2019
	NET ASSETS	
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	540,304,907	527,520,601
Current Year Operations	<u>13,452,627</u>	<u>13,247,225</u>
Total Net Assets	<u>674,959,925</u>	<u>661,970,218</u>
Total Liabilities and Net Assets	<u>\$ 2,516,395,101</u>	<u>\$ 2,424,227,125</u>

Central Texas Regional Mobility Authority
Statement of Cash Flow - Unaudited
as of March 31, 2020

Cash flows from operating activities:

Receipts from toll revenues	\$ 97,180,451
Receipts from interest income	2,568,495
Payments to vendors	(31,945,749)
Payments to employees	(4,169,537)
Net cash flows provided by (used in) operating activities	63,633,661

Cash flows from capital and related financing activities:

Proceeds from notes payable	55,630,498
Interest payments	(56,929,480)
Acquisitions of construction in progress	(139,201,839)
Net cash flows provided by (used in) capital and related financing activities	(140,500,821)

Cash flows from investing activities:

Purchase of investments	(263,970,011)
Proceeds from sale or maturity of investments	237,084,841
Net cash flows provided by (used in) investing activities	(26,668,503)
Net increase (decrease) in cash and cash equivalents	(103,535,663)
Cash and cash equivalents at beginning of period	241,560,543
Cash and cash equivalents at end of period	\$ 138,024,879

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

Operating income	\$ 42,652,583
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	29,535,567
Changes in assets and liabilities:	
(Increase) decrease in prepaid expenses and other assets	(123,768)
(Decrease) increase in accounts payable	(3,587,742)
Increase (decrease) in accrued expenses	(4,842,979)
Total adjustments	20,981,078
Net cash flows provided by (used in) operating activities	\$ 63,633,661

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$ 1,536,866
Restricted cash and cash equivalents	136,488,013
Total	\$ 138,024,879

INVESTMENTS by FUND

		Balance March 31, 2020		
Renewal & Replacement Fund				
TexSTAR	402,695.93			TexSTAR 310,093,373.87
Goldman Sachs	15,090.02			Goldman Sachs 136,661,354.74
Agencies/ Treasuries		417,785.95		Agencies & Treasury Notes 20,000,000.00
Grant Fund				
TexSTAR	4,447,781.97			
Goldman Sachs	5,617,877.07			
Agencies/ Treasuries	-	10,065,659.04		
Senior Debt Service Reserve Fund				
TexSTAR	66,481,006.10			
Goldman Sachs	17,633,330.74			
Agencies/ Treasuries	-	84,114,336.84		
2010 Senior Lien DSF				
Goldman Sachs	60,543.33	60,543.33		
2011 Debt Service Acct				
Goldman Sachs	788,029.85	788,029.85		
2013 Sr Debt Service Acct				
Goldman Sachs	2,619,460.92	2,619,460.92		
2013 Sub Debt Service Account				
Goldman Sachs	4,357,310.45	4,357,310.45		
2015 Sr Capitalized Interest				
Goldman Sachs	-	17,776,062.71		
TexSTAR	17,776,062.71			
2015B Debt Service Account				
Goldman Sachs	1,072,550.93	1,072,550.93		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	7,225,867.76	7,225,867.76		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	944,783.60	944,783.60		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	6,982,074.02	6,982,074.02		
Agencies/ Treasuries	-			
Operating Fund				
TexSTAR	239,802.28			
TexSTAR-Trustee	721,385.47			
Goldman Sachs	107,295.44	1,068,483.19		
Revenue Fund				
Goldman Sachs	3,953,915.24	3,953,915.24		
General Fund				
TexSTAR	56,083,578.23			
Goldman Sachs	10,593,210.34	86,676,788.57		
Agencies/ Treasuries	20,000,000.00			
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,275,571.83			
Goldman Sachs	3,643,676.78	8,919,248.61		
71E Revenue Fund				
Goldman Sachs	10,945,794.34	10,945,794.34		
MoPac Revenue Fund				
Goldman Sachs	1,318,861.93	1,318,861.93		
MoPac General Fund				
Goldman Sachs	13,431,966.07	13,431,966.07		
MoPac Operating Fund				
Goldman Sachs	1,659,456.52	1,659,456.52		
MoPac Loan Repayment Fund				
Goldman Sachs	-	0.00		
2015B Project Account				
Goldman Sachs	15,950,155.53			
Agencies/ Treasuries	-			
TexSTAR	26,309,551.39	42,259,706.92		
2015 TIFIA Project Account				
Goldman Sachs	18,646,083.98			
TexSTAR	88,290,600.93			
Agencies/ Treasuries	-	106,936,684.91		
2011 Sr Financial Assistance Fund				
Goldman Sachs	0.00	12,264,349.96		
TexSTAR	12,264,349.96			
2018 Sr Lien Project Cap I				
Goldman Sachs	5,731,823.08	5,731,823.08		
2018 Sr Lien Project Account				
Goldman Sachs	249,734.42			
TexSTAR	31,800,987.07	32,050,721.49		
2018 Sub Debt Service Account				
Goldman Sachs	484,164.82	484,164.82		
2019 TIFIA Sub Lien Project Account				
Goldman Sachs	50,892.18	50,892.18		
2020A Senior Lien Debt Service Acct				
Goldman Sachs	277,504.69	277,504.69		
2020 SH 45SW Project Account				
Goldman Sachs	2,299,900.69	2,299,900.69		
		<u>\$ 466,754,728.61</u>		

CTRMA INVESTMENT REPORT

	Month Ending 3/31/2020					Rate March	
	Balance 3/1/2020	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 3/31/2020
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	12,254,390.25			9,959.71		12,264,349.96	0.9570%
2013 Sub Lien Debt Service Reserve General Fund	5,271,287.60			4,284.23		5,275,571.83	0.9570%
Trustee Operating Fund	36,044,189.63	20,000,000.00		39,388.60		56,083,578.23	0.9570%
Renewal and Replacement Grant Fund	1,470,417.57	3,000,000.00		967.90	3,750,000.00	721,385.47	0.9570%
Senior Lien Debt Service Reserve Fund	402,368.90			327.03		402,695.93	0.9570%
2015A Sr Ln Project Cap Interest	4,444,170.00			3,611.97		4,447,781.97	0.9570%
2015B Sr Ln Project	66,427,017.88			53,988.22		66,481,006.10	0.9570%
2015C TIFIA Project	17,761,627.05			14,435.66		17,776,062.71	0.9570%
2018 Sr Lien Project Account	26,288,185.79			21,365.60		26,309,551.39	0.9570%
	88,218,901.48			71,699.45		88,290,600.93	0.9570%
	33,873,918.07			27,069.00	2,100,000.00	31,800,987.07	0.9570%
	292,456,474.22	23,000,000.00		247,097.37	5,850,000.00	309,853,571.59	
Amount in TexStar Operating Fund	239,592.14	3,750,000.00		210.14	3,750,000.00	239,802.28	0.9570%
Goldman Sachs							
Operating Fund	106,925.14	3,000,000.00		370.30	3,000,000.00	107,295.44	0.8059%
2020 SH 45SW Project Account	4,119,639.18			5,057.54	1,824,796.03	2,299,900.69	0.8059%
2020A Senior Lien Debt Service Acct	0.00	277,504.69		0.00		277,504.69	0.8059%
2015B Project Account	15,930,924.69			19,230.84		15,950,155.53	0.8059%
2015C TIFIA Project Account	26,898,790.67			40,459.63	8,293,166.32	18,646,083.98	0.8059%
2011 Sr Financial Assistance Fund	0.00	0.00		0.00	0.00	0.00	0.8059%
2010 Senior DSF	60,470.36			72.97		60,543.33	0.8059%
2011 Senior Lien Debt Service Acct	787,079.74			950.11		788,029.85	0.8059%
2013 Senior Lien Debt Service Acct	1,753,671.95	864,285.37		1,503.60		2,619,460.92	0.8059%
2013 Sub Debt Service Reserve Fund	3,639,283.66			4,393.12		3,643,676.78	0.8059%
2013 Subordinate Debt Service Acct	2,904,447.00	1,450,386.60		2,476.85		4,357,310.45	0.8059%
2015B Debt Service Acct	716,801.36	355,136.30		613.27		1,072,550.93	0.8059%
2016 Sr Lien Rev Refunding Debt Service Account	5,314,385.50	1,906,419.90		5,062.36		7,225,867.76	0.8059%
2016 Sub Lien Rev Refunding Debt Service Account	632,021.40	312,220.82		541.38		944,783.60	0.8059%
2016 Sub Lien Rev Refunding DSR	6,973,655.85			8,418.17		6,982,074.02	0.8059%
2018 Sr Lien Project Cap I	5,724,912.63			6,910.45		5,731,823.08	0.8059%
2018 Sr Lien Project Account	176,576.63	2,574,313.88		981.73	2,502,137.82	249,734.42	0.8059%
2018 Sub Debt Service Account	338,285.44	145,574.33		305.05		484,164.82	0.8059%
2019 TIFIA Sub Lien Project Account	50,830.82			61.36		50,892.18	0.8059%
Grant Fund	5,611,103.69			6,773.38		5,617,877.07	0.8059%
Renewal and Replacement	15,071.83			18.19		15,090.02	0.8059%
Revenue Fund	4,300,273.84	10,949,276.94		6,598.28	11,302,233.82	3,953,915.24	0.8059%
General Fund	33,086,543.30	421,029.37		15,795.92	22,930,158.25	10,593,210.34	0.8059%
Senior Lien Debt Service Reserve Fund	17,612,070.52			21,260.22		17,633,330.74	0.8059%
71E Revenue Fund	14,684,245.41	780,292.93		17,076.34	4,535,820.34	10,945,794.34	0.8059%
MoPac Revenue Fund	73,563.55	1,566,610.24		212.51	321,524.37	1,318,861.93	0.8059%
MoPac General Fund	13,422,548.78	121,524.37		15,357.75	127,464.83	13,431,966.07	0.8059%
MoPac Operating Fund	1,944,763.63	200,000.00		2,052.07	487,359.18	1,659,456.52	0.8059%
MoPac Loan Repayment Fund	0.00	64,632.89		7.75	64,640.64	0.00	0.8059%
	166,878,886.57	24,989,208.63	0.00	182,561.14	55,389,301.60	136,661,354.74	
Amount in Fed Agencies and Treasuries							
Amortized Principal	20,000,000.00		0.00		0.00	20,000,000.00	
	20,000,000.00		0.00		0.00	20,000,000.00	
Certificates of Deposit							
Total in Pools	292,696,066.36	26,750,000.00		247,307.51	9,600,000.00	310,093,373.87	
Total in GS FSGF	166,878,886.57	24,989,208.63		182,561.14	55,389,301.60	136,661,354.74	
Total in Fed Agencies and Treasuries	20,000,000.00		0.00		0.00	20,000,000.00	
Total Invested	479,574,952.93	51,739,208.63	0.00	429,868.65	64,989,301.60	466,754,728.61	

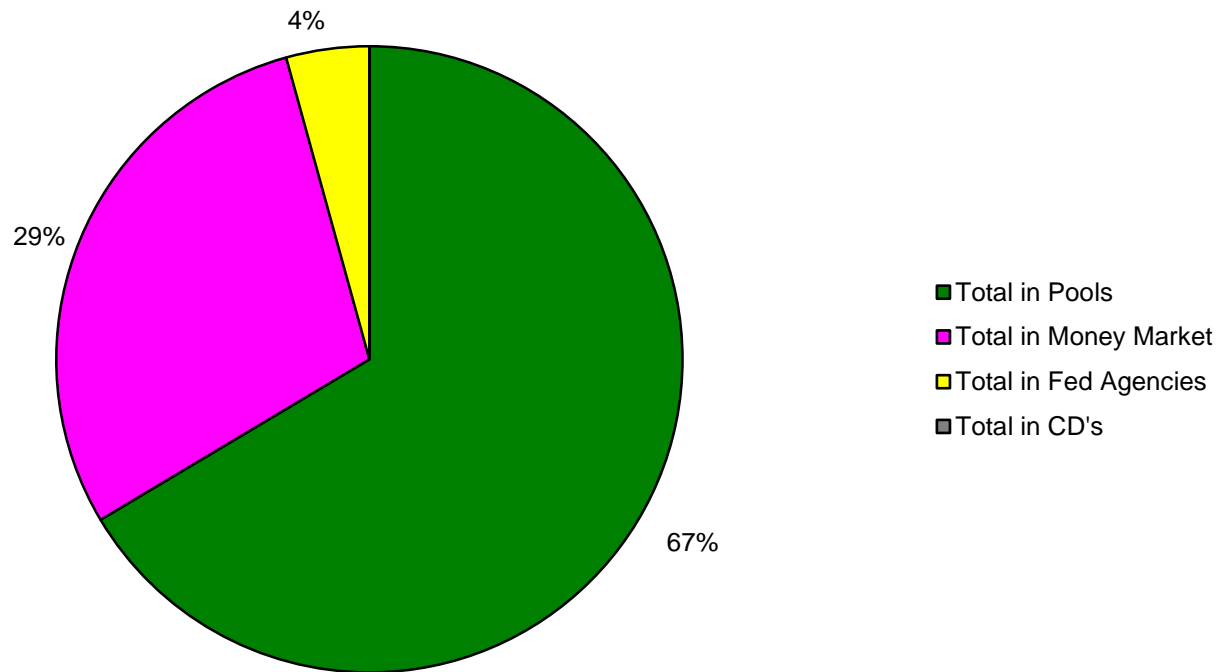
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

3/31/2020

Allocation of Funds



Amount of Investments As of

March 31, 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	20,232,144.00	2.5995%	3/11/2019	9/25/2020	General Fund
		20,000,000.00	20,000,000.00	20,232,144.00				

Agency	CUSIP #	COST	Cumulative Amortization	3/31/2020			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
		20,000,000.00	-	20,000,000.00	20,000,000.00		43,333.33	-	43,333.33

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	3/1/2020	Additions	Interest	Withdrawals	3/31/2020
Goldman Sachs	23,787,597.74		28,714.94	50,581.95	23,765,730.73

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	3/1/2020	Additions	Interest	Withdrawals	3/31/2020
Goldman Sachs	472,037.08		569.79	22,381.77	450,225.10

Berstrom Expressway 183S Escrow Account

	Balance		Accrued		Balance
	3/1/2020	Additions	Interest	Withdrawals	3/31/2020
Goldman Sachs	206,167.22				206,167.22



183 South Design-Build Project
Contingency Status
 March 31, 2020



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

Total Project Contingency	\$47,860,000
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Obligations	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	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	\$4,370,000
Potential Contractual Obligations	\$19,060,000	

(-) Total Obligations	\$29,349,997
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Remaining Project Contingency	\$18,510,003
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MOPAC Misc. Construction
Financial Status
 March 31, 2020



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

Change Orders		
	Total of Others Less than \$300,000 (17 Total)	\$ 747,992
Executed Change Orders		\$ 747,992
Revised Construction Contract Value		\$ 5,331,272
Change Orders under Negotiation		\$ -
Potential Construction Contract Value		\$ 5,331,272
Amount paid McCarthy through March 2020 draw (as of 3/31/2020)		\$ (5,102,387)
Potential Amount Payable to McCarthy		\$ 228,884



290E Ph. III
Contingency Status
 March 31, 2020



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

Total Mobility Authority Contingency	\$10,633,758
Total TxDOT Project Contingency	\$15,292,524

Obligations	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

(-) Total Obligations	\$2,286,530
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Remaining Mobility Authority Contingency	\$8,402,569
Remaining TxDOT Contingency	\$15,236,961



Monthly Newsletter - March 2020

Performance

As of March 31, 2020

Current Invested Balance	\$8,656,111,186.51
Weighted Average Maturity (1)	26 Days
Weighted Average Maturity (2)	116 Days
Net Asset Value	1.000685
Total Number of Participants	922
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$8,110,356.62
Management Fee Collected	\$471,533.81
% of Portfolio Invested Beyond 1 Year	7.98%
Standard & Poor's Current Rating	AAAm

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

March Averages

Average Invested Balance	\$9,278,819,568.82
Average Monthly Yield, on a simple basis	0.9570%
Average Weighted Average Maturity (1)*	27 Days
Average Weighted Average Maturity (2)*	108 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 March:

★ City of Brookshire

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 first quarter of 2020 took an unexpected turn, as the rise and spread of COVID-19 gripped markets and brought certain areas of the global economy to a halt in March. U.S. equities entered bear market territory, government bond yields dropped to the lowest levels ever and oil prices collapsed. The Federal Reserve responded swiftly by cutting rates to near zero and providing fresh quantitative easing and liquidity injections. The U.S. government provided fiscal stimulus to support workers and businesses. Monetary easing and fiscal measures were implemented globally. The U.S. government passed the Coronavirus Aid, Relief, and Economic Security Act (CARES) in March, a \$2.3 trillion stimulus package worth approximately 10% of GDP. This relief package is intended to soften the severity of an economic contraction in the U.S. and includes grants to small businesses, financial support for Americans workers, and government backing for the credit facilities the Fed implemented.

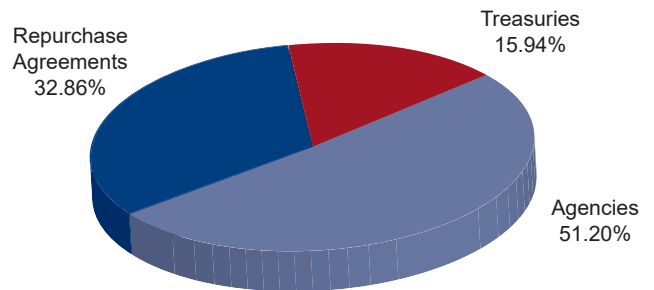
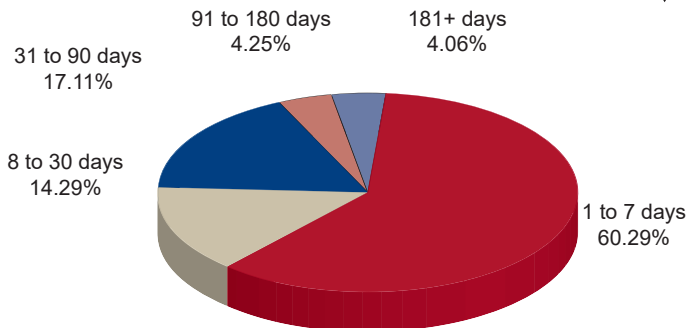
During this time, market impacts from COVID-19 will be felt acutely, likely ending the 11-year U.S. economic expansion, as it has already done to the bull market. In particular, service industries will face damage from social distancing, and unemployment could rise sharply. However, efforts to contain the virus, develop a vaccine and learn to adapt to the circumstances will hopefully result in stabilization and an eventual rebound. Given the unprecedented halt in global activity due to social distancing virus containment measures, there is tremendous uncertainty about the path ahead. Most economists are now forecasting a very sharp slowdown in economic activity in the second quarter. Within this, there will be huge declines in consumer spending in travel, entertainment, leisure, restaurant, autos and general retailing, while spending on food and consumer basics could be flat to down, given the stockpiling of the first quarter. Despite the uncertainties, the depth of the downturn will not be a helpful guide to its rebound. More importantly will be the effectiveness of efforts to contain the virus and policy supports that limit lasting damage. The world is watching China's near term economic performance closely for guidance as to how the U.S. economy might bounce back once infection rates stabilize and start to decline. The coming weeks will also show whether the actions taken in March and April in the U.S. and Europe set the stage for a relaxation of social distancing measures in May or June. It is too early to gauge whether the monetary and fiscal policy response will contain the stresses that could short-circuit a growth rebound in the second half of 2020 but another round of fiscal stimulus may be in the cards.

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

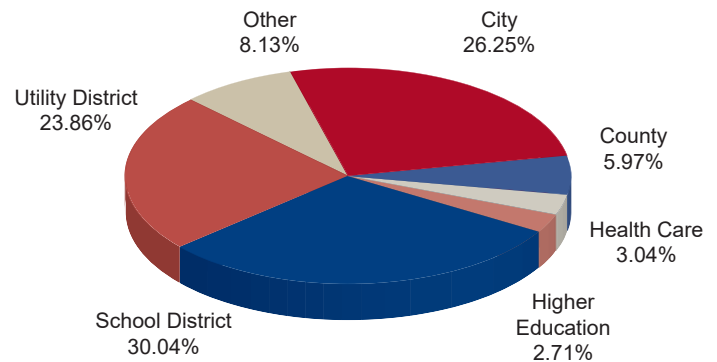
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of March 31, 2020



Portfolio by Maturity As of March 31, 2020



Distribution of Participants by Type As of March 31, 2020

Historical Program Information

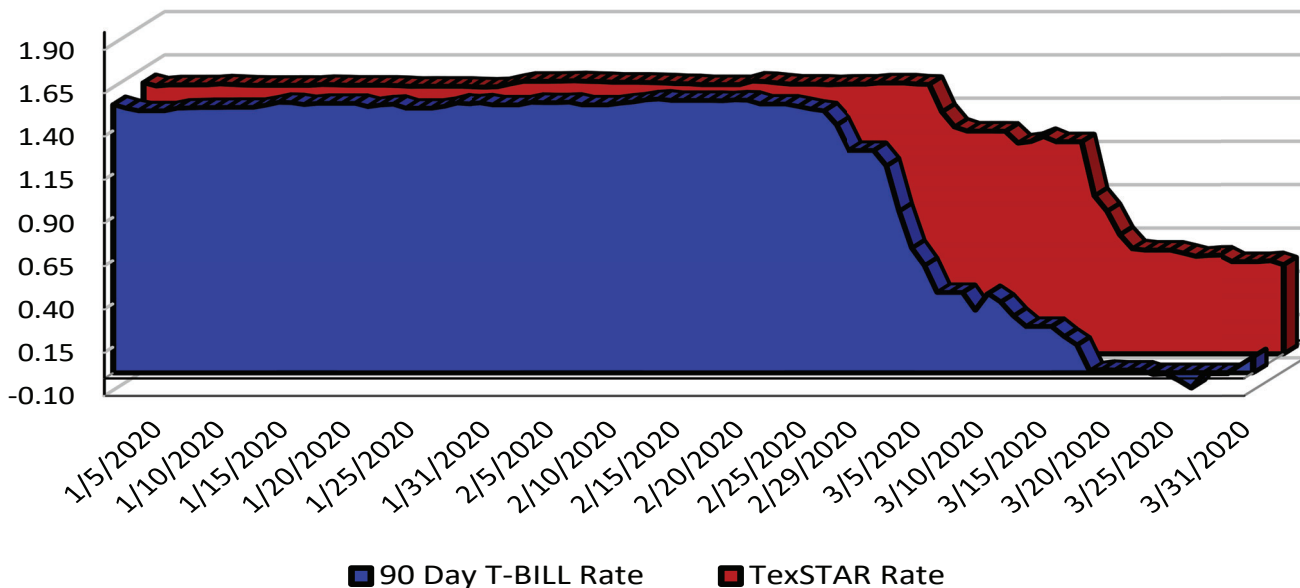
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 20	0.9570%	\$8,656,111,186.51	\$8,662,045,828.91	1.000685	27	108	922
Feb 20	1.5641%	9,669,676,298.74	9,671,875,580.06	1.000213	32	84	921
Jan 20	1.5514%	9,728,196,391.64	9,728,681,551.87	1.000027	33	96	920
Dec 19	1.5643%	8,550,355,101.35	8,550,086,726.49	0.999959	36	110	918
Nov 19	1.6177%	8,004,510,359.61	8,003,923,189.55	0.999918	30	109	917
Oct 19	1.8510%	8,148,867,422.02	8,148,521,034.89	0.999957	24	109	915
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

Portfolio Asset Summary as of March 31, 2020

	Book Value	Market Value
Uninvested Balance	\$ 744.01	\$ 744.01
Accrual of Interest Income	7,459,979.79	7,459,979.79
Interest and Management Fees Payable	(8,154,070.98)	(8,154,070.98)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	2,845,841,999.78	2,845,841,999.78
Government Securities	5,810,962,533.91	5,816,897,176.31
Total	\$ 8,656,111,186.51	\$ 8,662,045,828.91

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



■ 90 Day T-BILL Rate ■ TexSTAR Rate

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 March 2020

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2020	1.5643%	0.000042858	\$9,669,676,298.74	1.000213	30	81
3/2/2020	1.5581%	0.000042689	\$9,676,946,573.22	1.000278	29	83
3/3/2020	1.5561%	0.000042632	\$9,664,401,399.07	1.000328	29	88
3/4/2020	1.3979%	0.000038299	\$9,590,512,053.64	1.000483	29	89
3/5/2020	1.3105%	0.000035905	\$9,619,108,246.68	1.000543	28	97
3/6/2020	1.2863%	0.000035241	\$9,536,284,558.58	1.000604	28	98
3/7/2020	1.2863%	0.000035241	\$9,536,284,558.58	1.000604	28	98
3/8/2020	1.2863%	0.000035241	\$9,536,284,558.58	1.000604	28	98
3/9/2020	1.2853%	0.000035214	\$9,543,669,896.16	1.000724	27	104
3/10/2020	1.2167%	0.000033334	\$9,576,256,963.94	1.000685	28	109
3/11/2020	1.2263%	0.000033597	\$9,546,692,589.12	1.000679	28	112
3/12/2020	1.2551%	0.000034385	\$9,543,375,782.75	1.000659	27	111
3/13/2020	1.2249%	0.000033559	\$9,494,618,388.88	1.000586	27	111
3/14/2020	1.2249%	0.000033559	\$9,494,618,388.88	1.000586	27	111
3/15/2020	1.2249%	0.000033559	\$9,494,618,388.88	1.000586	27	111
3/16/2020	0.9128%	0.000025009	\$9,440,967,423.13	1.000697	28	113
3/17/2020	0.8240%	0.000022575	\$9,368,699,792.32	1.000632	28	113
3/18/2020	0.6886%	0.000018866	\$9,264,835,080.94	1.000694	28	115
3/19/2020	0.6071%	0.000016633	\$9,128,801,529.57	1.000795	27	116
3/20/2020	0.5989%	0.000016409	\$9,033,039,196.97	1.000767	27	115
3/21/2020	0.5989%	0.000016409	\$9,033,039,196.97	1.000767	27	115
3/22/2020	0.5989%	0.000016409	\$9,033,039,196.97	1.000767	27	115
3/23/2020	0.5817%	0.000015936	\$9,076,973,367.86	1.000745	26	114
3/24/2020	0.5631%	0.000015427	\$9,004,679,684.65	1.000724	27	114
3/25/2020	0.5689%	0.000015587	\$8,928,925,698.74	1.000797	27	117
3/26/2020	0.5702%	0.000015623	\$8,919,232,964.12	1.000752	27	116
3/27/2020	0.5325%	0.000014590	\$8,829,210,943.15	1.000736	26	115
3/28/2020	0.5325%	0.000014590	\$8,829,210,943.15	1.000736	26	115
3/29/2020	0.5325%	0.000014590	\$8,829,210,943.15	1.000736	26	115
3/30/2020	0.5381%	0.000014743	\$8,744,080,839.60	1.000702	26	116
3/31/2020	0.5143%	0.000014089	\$8,656,111,186.51	1.000685	26	116
Average	0.9570%	0.000026219	\$9,278,819,568.82		27	108



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



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

Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

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

RESOLUTION NO. 20-025

**APPROVING FINANCIAL INSTITUTIONS AND QUALIFIED BROKERS
AUTHORIZED TO PROVIDE INVESTMENT SERVICES AND ENGAGE IN
INVESTMENT TRANSACTIONS WITH THE MOBILITY AUTHORITY.**

WHEREAS, pursuant to Texas Government Code §2256.005(e), the Board is required to review the Mobility Authority's investment policy and investment strategy annually and record any changes made to either the investment policy or investment strategy; and

WHEREAS, Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code establish the Mobility Authority's investment policy and strategy in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

WHEREAS, the Board has reviewed the Mobility Authority's current investment policy and strategy set forth in Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code and finds that there have been no changes to either the policy or strategy; and

WHEREAS, pursuant to Texas Government Code §2256.025, the Board is required to review and adopt a list of qualified brokers that are authorized to engage in investment transactions with the Mobility Authority; and

WHEREAS, Section 201.011(a) of the Mobility Authority Policy Code provides that "financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority" shall be approved by a separate resolution adopted by the Board of Directors; and

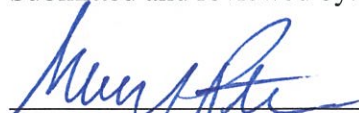
WHEREAS, the Executive Director and Chief Financial Officer recommend that the Board approve the financial institutions and qualified brokers listed on Exhibit A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that Board accepts and approves the current investment policy and strategy set forth in Articles 5 & 6 of Chapter 2 of the Mobility Authority Policy Code; and

BE IT FURTHER RESOLVED, that the firms listed on Exhibit A to this resolution are hereby authorized to provide investment services and engage in investment transactions with the Mobility Authority.

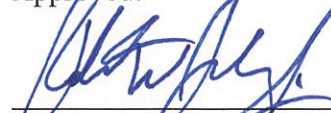
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2020.

Submitted and reviewed by:



Geoff Petrov, General Counsel

Approved:



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

Exhibit A

Authorized Investment Broker Dealers and Financial Institutions

Alamo Capital (Wes Hall)
201 N. Civic Dr, Suite 145
Walnut Creek, CA 94596

FHN Financial Capital Markets (John Saragusa)
206 Wild Basin Road, Suite 109
Austin, Texas 78746

Great Pacific Securities (Garrett NG)
151 Kalmus Drive, Suite H-8
Costa Mesa, CA 92626

Ladenburg Thalmann & Co. (Steve Neri)
2020 Main Street, Suite 650
Irvine, California 92614

Oppenheimer & Co. Inc. (Paul Sullivan/Chris Sullivan)
85 Broad Street, 22nd Floor
New York, NY 10004

Rice Financial Products company (Jared Fragin)
55 Broad Street, 27th Floor
New York, NY 10004

Vining Sparks IBG, L.P. (Josh Gorham)
775 Ridge Lake Boulevard
Memphis, TN 38120

MOBILITY AUTHORITY POLICY CODE

Chapter 2: FINANCES

Article 5. INVESTMENT POLICY AND STRATEGY

201.001 Overview

This article is adopted and intended to comply with the Texas Public Funds Investment Act, Chapter 2256, Government Code, as that act may be amended from time to time (the “PFIA”). It is the policy of the authority to invest public funds in a manner which will provide the maximum security with the highest investment return while meeting the daily cash flow demands of the authority conforming to all state and local statutes governing the investment of public funds. The authority’s Investment Policy and Strategy is approved by the board and is adopted to provide investment policy and strategy guidelines for use by authority staff and its advisors.

201.002 Scope

This article applies to all investment activities of authority funds except those subject to other investment covenants, or excluded by contract. All funds covered by this article shall be invested in accordance with the PFIA. These funds are accounted for in the authority's annual financial report and include:

- (1) Revenue Fund
- (2) Rebate Fund
- (3) Operating Funds
- (4) Debt Service Funds
- (5) Debt Service Reserve Funds
- (6) Renewal and Replacement Fund
- (7) General Fund
- (8) Capital Projects Funds

201.003 Objectives

The primary objectives, in priority order, of investment activities shall be:

MOBILITY AUTHORITY POLICY CODE

- (1) Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective shall be to mitigate credit risk and interest rate risk.
- (2) Credit Risk: Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:
 - (3) Limiting investments to the safest types of securities; as listed in Section 201.014.
 - (4) Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the authority will do business; and,
 - (5) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- (6) Interest Rate Risk: Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:
 - (7) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing projects, thereby avoiding the need to sell securities on the open market prior to maturity; and,
 - (8) By investing operating funds primarily in shorter-term securities, money market mutual funds or similar investment pools and limiting the average maturity of the portfolio in accordance with Section 201.009.
- (9) Liquidity: The investment portfolio shall remain sufficiently liquid to meet all project and operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- (10) Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall be held to maturity with the following exceptions:
 - (11) A declining credit security could be sold early to minimize loss of principal;
 - (12) A security swap would improve the quality, yield, or target duration in the portfolio; or,
 - (13) Liquidity needs of the portfolio require that the security be sold.
- (14) Public Trust: Participants in the authority's investment process shall act responsibly as public trust custodians. Investment Officers shall avoid transactions which might impair public confidence in the authority's ability to manage effectively.

MOBILITY AUTHORITY POLICY CODE

201.004 Standards Of Care

(a) Prudence: The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. An Investment Officer acting in accordance with the Investment Policy and Strategy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

(b) Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

201.005 Ethics and Conflicts

(a) Investment Officers shall refrain from personal business activity that could conflict with or be perceived to conflict with the proper execution and management of the investment program, or that could impair their ability to make an impartial decision. An Investment Officer shall refrain from undertaking personal investment transactions with an individual person with whom business is conducted on behalf of the authority.

(b) For purposes of this section, an investment officer has a personal business relationship with a business organization if:

- (1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

(c) An Investment Officer shall file with the Texas Ethics Commission and with the board a statement disclosing the existence of the relationship if the Investment Officer:

- (1) has a personal business relationship with a business organization offering to engage in an investment transaction with the authority; or
- (2) is related within the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to the authority.

MOBILITY AUTHORITY POLICY CODE

201.006 Designation of Investment Officer

The chief financial officer and controller are designated and shall act as the Investment Officers of the authority and shall have responsibility for managing the authority's investment program. Additional authority personnel may also be designated as an Investment Officer with approval of the board. Written operational and investment procedures consistent with this chapter shall be established. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this chapter and the established procedures.

201.007 Investment Advisor

The board may select an Investment Advisor to advise the authority on investment of funds and other responsibilities as outlined in this article including but not limited to broker compliance, security selection, competitive bidding, reporting and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

201.008 Required Training

The chief financial officer and controller and any other person designated by resolution of the board as an Investment Officer shall attend at least one training session relating to the responsibilities of maintaining the investment portfolio within 12 months after taking office or assuming duties; and shall attend a training session not less than once every two years and receive not less than ten hours of training. Such training, from an independent source, shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the PFIA. Training required by this section shall be from an independent source certified to provide training required by the PFIA and approved or endorsed by the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments.

201.009 Investment Strategies

- (a) The authority's investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.
- (b) Market Yield Benchmark: The authority's investment strategy is conservative. Given this strategy, the basis used by the chief financial officer to determine whether minimum market yields

MOBILITY AUTHORITY POLICY CODE

are being achieved shall be the six month T-bill rate. Investment Officers and Investment Advisors shall strive to safely exceed minimum market yield within policy and market constraints.

(c) **Maximum Maturities:** To the extent possible, the authority will attempt to match its individual investments with anticipated cash flow requirements of each fund. However, in no instance shall the maximum stated maturity of an individual investment exceed five years, unless approved by the board.

201.010 Diversification

The authority will seek to diversify investments, by security types and maturity dates in order to avoid incurring unreasonable risks.

201.011 Authorized Financial Institutions and Qualified Brokers

(a) The board shall approve by separate resolution the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority. These may include “primary” brokers or regional brokers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

(b) Each security broker who desires to become qualified and authorized under this section to engage in investment transactions with the authority must supply the chief financial officer with the following:

- (1) Audited financial statements;
- (2) Proof of National Association of Securities Dealers (NASD) certification;
- (3) Proof of state registration;
- (4) The completed security broker/dealer questionnaire in the form approved by the board in a separate resolution; and,
- (5) A written certification relating to this Investment Policy and Strategy signed by a qualified representative of the firm in the form approved by the board in a separate resolution. The authority will not enter into an investment transaction with a security broker/dealer prior to receiving this written certification and acknowledgement.

(c) A current audited financial statement is required to be on file for each financial institution and broker in which the authority invests. An annual review of the financial condition and registrations of qualified brokers will be conducted by the executive director.

(d) In accordance with state law, the authority requires all funds held by financial institutions above the Federal Deposit Insurance Corporation (FDIC) insurance limit to be collateralized with securities whose market value is pledged at 102% of principal and accrued interest by that institution

MOBILITY AUTHORITY POLICY CODE

with the authority's custodial bank. Private insurance coverage is not an acceptable collateralization form. Securities which are acceptable for collateralization purposes are as follows:

- (1) FDIC insurance coverage.
- (2) A bond bill, certificate of indebtedness, or Treasury note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States (i.e. Treasury Agency issues).
- (3) Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- (4) A bond of the State of Texas or a country, city or other political subdivision of the State of Texas having been rated as investment grade by a nationally recognized rating agency with a remaining maturity of ten years or less.

201.012 Custody - Delivery vs. Payment

All security transactions entered into by the authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by the authority's custodial bank and evidenced by safekeeping receipts.

201.013 Safekeeping of Securities

- (a) Securities purchased for the authority's portfolios will be delivered in book entry form and will be held in third party safekeeping by a Federal Reserve member financial institution designated as the authority's safekeeping and custodian bank.
- (b) The authority will execute Safekeeping Agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the authority's interest. All securities owned by the authority will be held in a Customer Account naming the authority as the customer.
- (c) The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards no. 70 or SAS 70).

201.014 Authorized And Suitable Investments

- (a) The investment of authority funds will be made using only those investment types approved by the board and which are in accordance with the PFIA. The approved investment types will be limited to the following:
 - (1) U.S. Treasury and Federal Agency Issues.

MOBILITY AUTHORITY POLICY CODE

- (2) Certificates of Deposit as authorized under Section 2256.010 of the PFIA.
- (3) Repurchase Agreements, including flexible Repurchase Agreements, collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the authority's investment and are pledged and held with the authority's custodial bank or a third-party safekeeping agent approved by the authority. Repurchase agreements must also be secured in accordance with State law. Each counter party to a repurchase transaction is required to sign a copy of an Investment Repurchase Agreement under the guidelines of Section 2256.011 of the PFIA, using the Bond Market Association Public Securities Association Master Repurchase Agreement as a general guide and with such changes thereto as are deemed in the best interest of the authority. Such an Agreement must be executed prior to entering into any transaction with a repo counterparty.
- (4) Guaranteed Investment Contracts (GIC's) collateralized by U.S. Treasury or Federal Agency Securities whose market value is 102% of the authority's investment and are pledged and held with the authority's custodial bank or a third-party safekeeping agent approved by the authority. Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested for a term which exceeds five years from the date of bond issuance.
- (5) Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "AA" or its equivalent, with fixed interest rates and fixed maturities.
- (6) SEC registered no-load money market mutual funds with a dollar weighted average portfolio maturity of 90 days or less; that fully invest dollar for dollar all authority funds without sales commissions or loads; and whose investment objectives include the maintenance of a stable net asset value of \$1 per share
- (7) Local government investment pools, which are "AAA" rated by a nationally recognized bond rating company (e.g., Moody's, S&P, Fitch), and which participation in any particular investment pool(s) has been authorized by resolution of the board, not to exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100%.
 - (b) The authority is prohibited from purchasing any security that is not authorized by Texas law, or any direct investment in asset-backed or mortgage-backed securities. The authority expressly prohibits the purchase of inverse floaters, interest-only (IO) and principal-only (PO) collateralized mortgage obligations (CMO's).
 - (c) An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Investment Officers shall monitor the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. The authority shall take all prudent measures

MOBILITY AUTHORITY POLICY CODE

that are consistent with its Investment Policy and Strategy to liquidate an investment that does not have the minimum rating.

201.015 Reporting and Review

(a) **Quarterly Report Requirements:** The Investment Officers shall jointly prepare, no less than on a quarterly basis, an investment report, including a summary that provides a clear picture of the status of the current investment portfolio and transactions made after the ending period of the most recent investment report. The report shall be provided to the board and the executive director. The report shall comply with requirements of the PFIA and shall include the following:

- (1) The investment position of the authority on the date of the report.
- (2) The signature of each Investment Officer.
- (3) Summary for each fund stating:
 - (A) Beginning market value;
 - (B) Ending market value.
- (4) Beginning and ending book value and market value for each investment along with fully accrued interest for the reporting period.
- (5) Maturity date of each investment.
- (6) Description of the account or fund for which the investments were made.
- (7) Statement that the investment portfolio is in compliance with the authority's Investment Policy and Strategy.

(b) **Security Pricing:** Current market value of securities may be obtained by independent market pricing sources including, but not limited to, the Wall Street Journal, broker dealers and banks other than those who originally sold the security to the authority as well as the authority's safekeeping agent.

(c) **Annual Audit:** If the authority places funds in any investment other than registered investment pools or accounts offered by its depository bank, the above reports shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Executive Committee. In addition, the authority's external auditors shall conduct a compliance audit of management controls on investments and adherence to the Investment Policy and Strategy.

201.016 Current Investments Exempted from Policy

Any investment currently held that does not meet the guidelines of this article or subsequent amended versions shall be exempted from the requirements of this article. At maturity or liquidation, such

MOBILITY AUTHORITY POLICY CODE

monies shall be reinvested only as provided by this article.

201.017 Annual Review

The authority shall review and approve the Investment Policy and Strategy annually. This review shall be conducted by the board with recommendations from the executive director. Any approved amendments shall be promptly incorporated into written policy.

MOBILITY AUTHORITY POLICY CODE

Article 6. SWAP POLICY

201.018 Purpose

Interest rate swap transactions can be an integral part of the authority's asset/liability and debt management strategy. By utilizing interest rate swaps, the authority can expeditiously take advantage of market opportunities to reduce costs. Interest rate swaps will allow the authority to actively manage asset and liability interest rate risk, balance financial risk, and achieve debt management goals and objectives through synthetic fixed rate and variable rate financing structures. The authority shall not enter into interest rate swaps for speculative purposes.

201.019 Authorization

- (a) By recommendation of the Executive Committee of the board (the "Executive Committee"), approval to execute an interest rate swap on behalf of the authority will be authorized by a resolution passed by the board on a case-by-case basis.
- (b) Each swap resolution will authorize the swap agreement and its provisions to include, notional amount, security, payment, and certain other terms in regards to the swap agreement between the authority and qualified swap counterparties ("Counterparties"), and other necessary documents. Each swap resolution shall specify the appropriate authority officials authorized to make modifications to the swaps contemplated, within certain parameters. In the event of a conflict between a swap resolution and the Master Swap Policy, the terms and conditions of the swap resolution shall control.
- (c) Such actions of the authority will be taken pursuant to applicable provisions of the Government Code, whereby the authority must make a finding and determine that it is prudent and advisable for the authority to enter into interest rate swap agreements or other such arrangements from time to time based on certain terms and conditions set forth in the swap resolution and this article.

201.020 General Guidelines for Interest Rate Swap Agreements

The following non-exclusive list provides certain guidelines the Executive Committee will follow in the evaluation and recommendation of interest rate swap transactions:

MOBILITY AUTHORITY POLICY CODE

- (1) **Legality:** The Executive Committee must first determine, or have determined by appropriate legal counsel, that the proposed contract fits within the legal constraints imposed by state laws, authority resolutions, and existing indentures and other contracts.
- (2) **Goals:** In the authorizing resolution, the authority must clearly state the goals to be achieved through the swap contract and must adopt execution parameters consistent with the goals.
- (3) **Rating Agencies:** The swap agreement being entered into will not have an adverse impact on any existing authority credit rating. In addition to the legal constraints as noted above, the swap agreement will conform to outstanding commitments with bond insurers, credit enhancers, and surety providers. Where possible, the authority shall obtain confirmation on the underlying ratings of the revenue source obligated under the swap agreement. All swap agreements must be discussed with the rating agencies prior to execution, and cannot be executed if doing so would impact negatively on the authority's credit ratings.
- (4) **Term:** The authority shall determine the appropriate term for an interest rate swap agreement on a case-by-case basis. However, in no circumstance may the term of a swap agreement entered into for liability management purposes between the authority and a qualified swap Counterparty extend beyond the final maturity date of the underlying debt of the authority, or in the case of a refunding transaction, beyond the final maturity date of the refunding bonds.
- (5) **Impact on Variable Rate Capacity:** The impact of the swap agreement on the authority's variable rate capacity must be quantified prior to execution so as not to hinder the authority's ability to continue the issuance of traditional variable rate products such as commercial paper which is used to fund capital projects.
- (6) **Enhancements:** The authority may utilize other swap enhancement products such as forward swaps, swap options, basis swaps, caps, floors, collars, cancellation options, etc. Utilization and consideration of each of these products will be part of the approval process per swap agreement as detailed in Section 201.024. The costs, benefits, and other considerations regarding the enhancement will be explained to board as a part of the approval process. In the case of swap options in which the authority would receive up-front cash, the authority will not enter into any such swap agreements.
- (7) **Bond Covenants:** The implementation of derivative products or interest rate swaps will not conflict with existing bond covenants and debt policies. The derivative product will also not

MOBILITY AUTHORITY POLICY CODE

contain terms that would cause restrictions on additional bond test and protective covenants of outstanding bonds or create cross defaults.

- (8) Accounting Compliance: The impact of compliance with GASB Technical Bulletin No. 2003-1 shall be disclosed in the authority's annual financial reports.
- (9) Staffing: The authority shall maintain appropriate staff with responsibility and knowledge suitable for monitoring swap transactions. Before entering into a swap, the accounting impact of the swap on the authority must be determined.
- (10) Exit Strategy: The mechanics for determining termination values at various times and upon various occurrences must be explicit in the swap agreement, and the authority should obtain estimates from its financial advisor and swap advisor of the potential termination costs which might occur under various interest rate scenarios, and plan for how such costs would be funded.

201.021 Basis of Award

(a) Competitive Bid: Competitively bid transactions will be deemed "quasi-competitive" and will include not fewer than three firms. The Executive Committee will recommend to the board the method of sale and which firms will participate in the competitive transaction based on criteria described in Section 201.023. However, for a competitive bid, in situations in which the authority would like to reward a particular firm or firms, or wishes to achieve diversification of its Counterparty exposure, the Executive Committee may select one of the following bases for award:

- (1) Allow the firm or firms not submitting the best bid to amend its bid to match the best bid, and by doing so, be awarded up to a specific percentage of the transaction.
- (2) To encourage competition, the second and third place bidders may be allowed to contract for a specific amount of the notional amount as long as their bid is no greater than a pre-specified spread from the best bidder in a proportional manner as specified in bidding parameters.
- (3) The authority may award the transaction to a firm or firms that submit the best bid as defined in the solicitation for bid.

(b) Negotiated Transactions: In the case of a pure negotiated transaction, the authority shall rely on its swap advisor to negotiate the price and render a "fair value opinion." The Counterparty shall disclose payments to third parties regarding the execution of the derivative contract.

201.022 Management of Swap Transaction Risk

Certain risks will be created as the authority enters into various interest rates swap agreements with numerous swap counterparties. In order to manage the associated risks, guidelines and parameters for each risk category are as follows:

MOBILITY AUTHORITY POLICY CODE

- (1) Counterparty Risk: The risk of swap Counterparty default can be reduced by limiting swap agreements between the authority and any single swap Counterparty that qualifies as an eligible swap Counterparty to the authority as described in Section 201.023(a) and Section 201.023(c). In addition, the authority may require the posting of collateral by the swap Counterparty, with a mark-to-market as requested by the authority, in accordance with the guidelines described in Section 201.023(d).
- (2) Termination Risk:
 - (A) Optional Termination: At a minimum, the authority shall have the right to optionally terminate a swap agreement at any time over the term of the agreement (elective termination right) at the then-prevailing market value of the swap (so long as a swap Counterparty receiving payment upon termination is not in default). In general, exercising the right to optionally terminate an agreement should produce a benefit to the authority, either through receipt of a payment from a termination, or if a termination payment is made by the authority, in conjunction with a conversion to a more beneficial (desirable) debt obligation of the authority as determined by the authority. Termination value shall be readily determinable by one or more independent swap counterparties, who may assume the swap obligations of the authority. A Counterparty to the authority shall not have the elective right to terminate the swap agreement except when a termination option has been priced into the terms of the swap at inception. The authority should explore the viability of a unilateral termination provision without being exposed to a termination payment.
 - (B) Mandatory Termination: A termination payment by the authority may be required in the event of termination of a swap agreement due to a Counterparty default or following a decrease in credit rating of the authority. In some circumstances, the defaulting party will be required to make a termination payment to the non-defaulting party. However, under certain circumstances, upon an event of termination, the non-defaulting party may be required to make a payment to the defaulting party. It is the intent of the authority not to make a termination payment to a Counterparty failing to meet its contractual obligations. At a minimum, prior to making any such termination payment, the authority shall require a suitable time period during which the authority may evaluate whether it is financially advantageous for the authority to obtain a replacement Counterparty to avoid making a termination payment. For example, in order to mitigate the financial impact of making such a payment, at the time such payment is due, the authority will seek to replace the terms of the terminated transaction with a new Counterparty and, as a result, receive value from the replacement Counterparty. The new or replacement Counterparty would make an upfront payment to the authority in an amount that would offset (either in whole or in part) the payment obligation of the authority to the original Counterparty. The market value of each swap agreement (including termination costs) will be calculated by the swap advisor and provided periodically as information to board in accordance with the

MOBILITY AUTHORITY POLICY CODE

provisions of Section 201.027 to monitor the transaction's value and in order to implement an appropriate exit strategy in a timely manner, if required.

- (3) **Amortization Risk (Term):** The slope of the swap curve, the marginal change in swap rates from year to year along the swap curve, termination value, and the impact that the term of the swap has on the overall exposure of the authority shall be considered in determining the appropriate term of any swap agreement. Any swap should reflect the amortization of the debt swapped against or will be in place for no longer than the period of time that matching assets are available to hedge the transaction.
- (4) **Liquidity Risk:** The authority should consider if the swap market is sufficiently liquid (i.e., if enough potential qualified counterparties participate actively in the market to assure fair pricing) for the type of swap being considered and the potential ramifications of an illiquid market for such types of swaps. There may not be another appropriate party available to act as an offsetting Counterparty. The authority may enter into liquidity agreements with qualified liquidity providers and/or credit enhancers to protect against this risk.
- (5) **Basis (Index) Risk (including Tax Risk):** Any index chosen as part of an interest rate swap agreement shall be a recognized market index, including but not limited to The Bond Market Association Municipal Swap Index (TBMA) or London Interbank Offering Rate (LIBOR). The authority shall not enter into swap agreements that do not have a direct (one to one) correlation with the movement of an index without analyzing the risk associated with the enhancement. Any Counterparty for a swap which relies on an index will agree to not lobby, or otherwise influence, any changes to the index that will adversely affect the authority. The tax risk and impact to the authority of each swap transaction shall be detailed through the Counterparty disclosure requirements outlined in Section 201.024.
- (6) **Bankruptcy Risk:** Bond or swap counsel will disclose to the authority the bankruptcy risks and issues associated with the Counterparty and type of swap chosen. Additionally, bond or swap

MOBILITY AUTHORITY POLICY CODE

counsel will disclose to the authority the bankruptcy issues associated with the method of collateral required to be posted.

201.023 Counterparty Approval Guidelines

(a) Eligibility: The authority shall enter into interest rate swap transactions only with Counterparties. To qualify as a Counterparty under this article, at the time of entry into a swap transaction, the selected swap provider(s):

(1) shall be rated at least AA-/Aa3/AA- by at least two of the three nationally recognized credit rating agencies (Standard & Poor's, Moody's, and Fitch Ratings, respectively) and shall have a minimum capitalization of \$50 million, or

(2) shall be rated at least BBB-/Baa3/BBB- by two of the three nationally recognized credit rating agencies and shall provide a credit support annex ("CSA") to the schedule to the ISDA master agreement that shall require such party to deliver collateral for the benefit of the authority:

(A) that is of a kind and in such amounts as are specified therein and which relate to various rating threshold levels of the Counterparty or its guarantor, from AA-/Aa3/AA- through BBB/Baa3/BBB-, and

(B) that, in the judgment of the authority in consultation with its Financial Advisor, is reasonable and customary for similar transactions, taking into account all aspects of such transaction including without limitation the economic terms of such transaction and the creditworthiness of the Counterparty or, if applicable, its guarantor; or

(C) shall post suitable and adequate collaterala (separate from any collateral requirements of Section 6.3) at a third party for the benefit of the authority; or

(3) shall obtain credit enhancement from a provider with respect to its obligations under the transaction that satisfies the requirements of subdivision (1) of this subsection, given the undertaking involved with the particular transaction.

(b) The authority shall not enter into an interest rate swap transaction with a firm that does not qualify as a Counterparty. The Counterparty must make available audited financial statements and rating reports of the Counterparty (and any guarantor), and must identify the amount and type of derivative exposure, and the net aggregate exposure to all parties (the authority and others), along with relevant credit reports at the time of entering into a swap and annually thereafter unless the entity or credit enhancer is under credit or regulatory review and in that case immediately upon notice by the appropriate agencies to the entity.

(c) Swap Counterparty Exposure Limits and Transfer: In order to limit and diversify the authority's Counterparty risk, and to monitor credit exposure to each Counterparty, the authority

MOBILITY AUTHORITY POLICY CODE

may not enter into an interest rate swap agreement with a qualified swap Counterparty if the following exposure limits are reached per Counterparty:

- (1) The maximum notional amount for interest rate swaps between a particular Counterparty (and its unconditional guarantor, if applicable) and the authority shall not exceed the maximum of \$100 million. The \$100 million limitation shall be the net exposure total of all notional amounts between each Counterparty and the authority. As such, notional amounts for fixed to floating swaps may be used to “offset” the notional amounts for floating to fixed swaps, or vice versa.
- (2) Limitations on transfers of swaps with a particular Counterparty should be carefully analyzed and would require the authority’s prior written consent. If the Counterparty unilaterally restricts transfer, then the authority should have the ability to terminate the swap without penalty if the swap is transferred or the Counterparty is merged with another entity that changes the credit profile of the swap Counterparty, unless the authority gives its prior written consent.
- (3) If the maximum notional limit for a particular Counterparty is exceeded solely by reason of merger or acquisition involving two or more counterparties, the authority shall expeditiously analyze the exposure, but shall not be required to “unwind” existing swap transactions unless the authority determines such action is in its best interest, given all the facts and circumstances.
- (4) If the exposure limit is breached by a Counterparty, then the authority shall:
 - (A) conduct a review .of the exposure limit calculation of the counterparty; and
 - (B) determine if collateral may be posted to satisfy the exposure limits; and
 - (C) enter into an offsetting swap transaction, if necessary.
- (5) The authority will not enter into contracts with derivative product companies (“DPCs”) that are classified as “terminating” or “Sub-T” DPC's by the rating agencies.
 - (d) Collateral Requirements: Collateral posting requirements between the authority and each swap Counterparty should not be unilateral in favor of the Counterparty. As part of the swap agreement,

MOBILITY AUTHORITY POLICY CODE

the authority or the swap Counterparty may require that collateralization to secure any or all swap payment obligations be posted. Collateral requirements shall be subject to the following guidelines:

- (1) Collateral requirements imposed on the authority should not be accepted to the extent they would impair the authority's existing operational flow of funds.
- (2) Each Counterparty shall be required to provide a form of a Credit Support Annex should the credit rating of the Counterparty fall below the "A-/A3/A-" category by at least two of the nationally recognized agencies:
- (3) A list of acceptable securities that may be posted as collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap Counterparty.
- (4) The market value of the collateral shall be determined on either a daily, weekly, or monthly basis by an independent third party, as provided in the swap documentation.
- (5) Failure to meet collateral requirements will be a default pursuant to the terms of the swap agreement.
- (6) The authority and each swap Counterparty may provide in the supporting documents to the swap agreement for reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter.
- (7) The swap agreement may provide for the right of assignment by one of the parties in the event of certain credit rating events affecting the other party. The authority (or the Counterparty) shall first request that the Counterparty (or the authority) post credit support, or provide a credit support facility. If the Counterparty (or the authority) does not provide the required credit support, then the authority (or the Counterparty) shall have the right to assign the agreement to a third party acceptable to both parties and based on terms mutually acceptable to both parties. The credit rating thresholds to trigger an assignment shall be included in the supporting documents.

201.024 Form of Swap Agreements and Other Documentation

Each interest rate swap agreement shall contain terms and conditions as set forth in the International Swap & Derivatives Association, Inc. ("ISDA") Master Agreement and such other terms and conditions included in any schedules, confirmations, and credit support annexes as approved in accordance with the authority's swap resolution pertaining to that transaction. The swap Counterparty shall provide a disclosure memorandum that will include an analysis by the Counterparty of the risks and benefits of the transactions, with amounts quantified. This analysis should include, among other things, a matrix of maximum termination values over the life of the swap. The disclosure memorandum shall become a part of the official transcript for the transaction. The swap Counterparty shall also affirm receipt and understanding of the authority's statement of swap policies, and will

MOBILITY AUTHORITY POLICY CODE

further affirm that the contemplated transactions fit within the swap policies as described.

201.025 Modification of Swaps

Each swap resolution should provide specific approval guidelines for the swap transactions to which it pertains. These guidelines should provide for modifications to the approved swap transactions, provided such modifications, unless considered and recommended by the Executive Committee, do not extend the average life of the term of the swap, increase the overall risk to the authority resulting from the swap, or increase the notional amount of the swap. The swap resolution should further designate which authority officers shall be authorized to cause such modifications.

201.026 Aggregation of Swaps

Unless the swap resolution states otherwise, the approval requirements set forth in each swap resolution are applicable for the total notional amount of transactions executed over a consecutive three-month period for a given security or credit. Therefore, the notional amount of swap transactions including the average life of the swap agreements over a consecutive three-month period are considered in total (net of the notional amount of a swap reversal) to determine what approval is required pursuant to a particular swap resolution.

201.027 Reporting Requirements

The Executive Committee shall be required to report the status of all interest rate swap agreements to the board at least on an annual basis and shall present all footnote disclosure items required by GASB Technical Bulletin No. 2003-1.

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

RESOLUTION NO. 20-026

**APPROVING A CONTRACT WITH DBi SERVICES, LLC
FOR PERFORMANCE BASED MAINTENANCE SERVICES ON MOBILITY AUTHORITY
ROADWAYS AND RELATED FACILITIES**

WHEREAS, in December 2015, the Central Texas Regional Mobility Authority (Mobility Authority) entered into a contract with Roy Jorgensen Associates, Inc. for performance-based maintenance services on Mobility Authority roadways and related facilities which expires on June 30, 2020; and

WHEREAS, in order to prevent an interruption in maintenance services, the Executive Director initiated a procurement for a maintenance contractor by issuing a request for proposals (RFP) from firms interested in providing performance-based maintenance services for the Mobility Authority; and

WHEREAS, the Mobility Authority received two responsive proposals by the March 16, 2020 deadline set forth in the RFP; and

WHEREAS, both proposals were evaluated in accordance with Mobility Authority procurement procedures and the proposal submitted by DBi Services, LLC was determined to provide the best value to the Mobility Authority; and

WHEREAS, the Executive Director recommends that a new performance-based maintenance contract be awarded to DBi Services, LLC in an amount not to exceed \$50,426,072.00 and in the form or substantially the same form attached hereto as Exhibit A; and

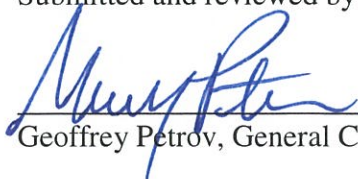
WHEREAS, the Executive Director requests that the Board authorize an additional \$1,000,000.00 as contingency to be implemented as necessary through change orders issued by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby awards the performance-based maintenance contract to DBi Services, LLC, and authorizes the Executive Director to execute the contract on behalf of the Mobility Authority in an amount not to exceed \$51,426,072.00 and in the form or substantially the same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board authorizes an additional \$1,000,000.00 in contingency funds to be used at the Executive Director's discretion for change orders to the performance-based maintenance contract.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Central Texas Regional Mobility Authority

System-Wide Performance Based Maintenance

Contract No. 20PROGXXX02M

Addendum No. 6

March 10, 2020

CONTRACT DOCUMENT CONTENTS

I. PROPOSAL DOCUMENTS

- A. Proposal Document Checklist
- B. Request for Proposal
- C. Site Location Map
- D. Instructions to Proposers
- E. Bid Item Completion Examples
- F. Price Proposal Form
- G. Non-Collusion Affidavit, Debarment Affidavit,
and Child Support Statement
- H. Proposal Bond
- I. Contract Agreement
- J. Performance Bond
- K. Payment Bond
- L. Receipt of Addenda
- M. Engineer Seals

II. SPECIFICATIONS

- N. General Notes
- O. Special Provisions
- P. Special Specification 7667RMA: Performance Based Maintenance
- Q. Special Specification 7668RMA: Snow and Ice Control
- R. Special Specification 7669RMA: Lane Closures
- S. Special Specification 7671RMA: Work Order Allowance

III. EXHIBITS

- Exhibit 1 – Abbreviations and Definitions
- Exhibit 2 – Performance Measurement Table – Roadway
- Exhibit 3 – Performance Measurement Table – Building and Facilities
- Exhibit 4 – Condition Assessment
- Exhibit 5 – Liquidated Damages for Non-compliance
- Exhibit 6 – Drainage Performance Measures

Contract Document Contents, cont'd

IV. MAINTENANCE MAPS

183A Phase III Project

183A Toll

183 North Project

183 Toll (Bergstrom Expressway)

290 Toll (Manor Expressway)

Express 1 Toll (MoPac Express)

MoPac South Project

71 Toll

45 Toll

Central Texas Regional Mobility Authority

System-Wide Performance Based Maintenance

Contract No. 20PROGXXX02M

I. Proposal Documents

Addendum No. 6

March 10, 2020

TABLE OF CONTENTS

	Page
A. Proposal Document Checklist	1
B. Request for Proposals	3
C. Site Location Map	7
D. Instructions to Proposers	9
D.1 Introduction.....	9
D.2 Authorized Representatives of the Authority.....	9
D.3 Reference Documents	9
D.4 Public Information Act; Disclosure of Information.....	9
D.5 DBE Participation Goal	10
D.6 Debarment.....	10
D.7 Conflict of Interest Policies	11
D.8 Procurement Schedule	11
D.9 Bonding.....	12
D.10 Pre-Proposal Meetings.....	12
D.11 One-on-One Meetings.....	12
D.12 RFP Addenda and Clarification Notices.....	13
D.13 Submittal Requirements.....	13
D.13.1 Due Date, Time, and Location.....	13
D.13.2 General Format	13
D.13.3 Quantities.....	14
D.14 Disqualification.....	14
D.15 Technical Proposal Requirements.....	14
D.15.1 Technical Proposal Format.....	14
D.15.2 Content and Evaluation Criteria	15
D.16 Proposer Certification and Documentation.....	18
D.16.1 Included in Appendices of Technical Proposal	18
D.17 Price Proposal Requirements	18
D.17.1 General	18
D.17.2 Proposal Price Guarantee.....	18
D.17.3 Proposal Bond	18
D.18 Evaluation Process.....	18
D.19 Pass/Fail Criteria.....	19
D.20 Technical Proposal Evaluation	20
D.21 Price Proposal Evaluation.....	20
D.22 Final Selection Process – Best Value Determination.....	20

Table of Contents, cont'd

	Page
D.23	Requests for Revisions and Resubmittal of Proposals..... 21
D.24	Best and Final Offers 21
D.25	Finalizing the Contract..... 21
D.25.1	Negotiations with Best Value Proposer..... 21
D.25.2	Execution and Delivery of the Contract 22
D.26	Authority Rights 22
E.	Bid Item Completion Examples..... 25
F.	Price Proposal Form 27
Form A-1: Non Collusion Affidavit Form A-2: Debarment Affidavit Form A-3:	
	Child Support Statement..... 35
G.	Form A-1 – Non-Collusion Affidavit, Form A-2 – Debarment Affidavit; Form A-3 – Child Support Statement..... 35
H.	Form A-4 – Proposal Bond..... 41
I.	Contract Agreement 45
J.	Performance Bond 51
K.	Payment Bond 53
L.	Form A-5 – Receipt of Addenda 55
M.	Engineer Seals 57

List of Tables

Table 1: Procurement Milestones	11
Table 2: Technical Proposal Scoring	16

A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a Proposal, each prospective Proposer should review the checklist below to ensure that their Proposal will be accepted and not declared nonresponsive.

Proposal Document:

- Are you aware if your affiliates are bidding on the same project?

Proposal Document Preparation:

- Have you been prequalified by the Authority to submit a proposal for this project?
- Is the Price Proposal Form you are submitting part of the Official Proposal you received from the Authority?
- Are you submitting only one proposal for this project?
- Is the proposal signed by your company representative?
- Does your Proposal comply with D.13 Submittal Requirements?
- Have you entered amounts for all Price Proposal items?
- Have you included the Receipt of Addenda form in the Appendices?
- Does the proposal document contain the proper number of bid items?
- Does the proposal document contain any conditions not included in the proposal document provided to you?

Proposal Bonds:

- Is the proposal bond signed by the surety?
- Is the proposal bond signed by the company representative?
- Is the exact name of the contractor(s) listed as the principal?
- Is the impressed surety seal affixed to the proposal bond?
- Does the name on the surety seal match the name of the surety on the bond?
- Is the bond dated on or earlier than the Proposal Due date?
- Is the signer for the surety listed on the power of attorney attached to the bond?
- Is the surety authorized to issue the bond?

Proposal Document Submission:

- Are you aware of the time and date deadline for submission of proposal document?
- Are you aware of the proper delivery location for the proposal document?

- Are you submitting a complete proposal document in a sealed package or envelope that contains the 2 separate packages described below?
- Technical Proposal – Package 1: To be submitted in a sealed envelope separately from Package 2
 - Technical Proposal
 - Receipt of Addenda form
- Price Proposal – Package 2: To be submitted in a sealed envelope separately from Package 1
 - Price Proposal Form
 - Proposal Bond

Section B
Request for Proposals

B. REQUEST FOR PROPOSALS

The Central Texas Regional Mobility Authority (Authority), a regional political entity, invites any interested party to submit a response (Proposal) to this request for proposals (RFP) for a System-wide Performance Based Maintenance contract to perform routine Maintenance Services and associated items on existing and future Authority roadways and adjacent Texas Department of Transportation (TxDOT) frontage roads/general purpose lanes from right-of-way (ROW) to ROW (Project). The system includes the following corridors:

- 183A Toll
- 290 Toll (Manor Expressway)
- Express 1 Toll (MoPac Express)
- 71 Toll
- 45 Toll
- 183 Toll (Bergstrom Expressway)
- 183A Phase III Project
- 183 North Project
- MoPac South Project

The Project is more fully described in the following documents, including but not limited to the General Notes, Special Provisions, Special Specifications, Maintenance Maps, as well as the latest edition of the “Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges” (Standard Specifications). The services to be provided are generally described as the supply of all materials, labor, equipment, fuel, tools, and incidentals necessary for the Performance Based Maintenance of the aforementioned facilities.

The term of this Contract will include an initial 5-year term (60 months), terminating June 30, 2025, with two additional 5-year renewal options to extend the Initial Term to a maximum of 15 years (180 months). Prior to beginning Maintenance Services, a 30-day period will be allowed for mobilization and material procurement.

Each Proposer will consist of a prime firm under direct contract with the Authority, and subconsultants contracted to the prime firm providing services as defined by the prime.

Joint Ventures will not be allowed.

To submit a Proposal, a Proposer must: (1) be prequalified by the Authority, (2) have received an Official Proposal/Bid Form from the Authority.

The requirements for prequalification are:

1. Be in compliance with registration requirements established by the Texas Business Organizations Code, as administered by the Texas Secretary of State. See:
<http://www.sos.state.tx.us/corp/index.shtml>
2. TxDOT Full Prequalification. Be currently qualified via “Full Prequalification” by TxDOT for bidding on State projects or within the 90-day grace period for the preparation of a new qualification statement; or have submitted to TxDOT the Confidential Questionnaire and have it on file with TxDOT at least 10 days before the date proposals are due. Must be able to provide documentation upon request.
3. Shall not have been suspended or debarred by the Commission, Department, or any federal agency.
4. Show compliance with the Texas Family Code, Section 231.006. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts.
5. Authority Financial Prequalification. In addition to the requirements of TxDOT for prequalification and Technical Qualification shown in Item 2, Article 2 of the ‘Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges,’ bidders will be required to submit concluded audited financial statements from the most recent three (3) calendar or fiscal years that demonstrates a cash flow greater than zero from operating activities for approval by the Authority. The financial statement should be delivered to Bill Chapman (wchapman@ctrma.org) and Matthew Gambrel (matthew.gambrel@atkinsglobal.com). The Proposer must have a bidding capacity per the TxDOT prequalification system of the Authority will only allow electronic proposals from bidders who are prequalified through TxDOT, and whose financial statements have been approved on or before 5:00 PM Central Standard Time (CST) on February 10, 2020.
6. Have a bidding capacity per the TxDOT prequalification system of \$55,000,000.

Upon completion of the prequalification process, each prospective Proposer will be notified by the Authority whether or not the prospective Proposer is eligible to submit a Proposal. Each eligible Proposer will receive an Official Proposal/Bid Form from the Authority to complete and submit as the Proposer’s response to the RFP.

The Authority has no responsibility or obligation to a prospective Proposer who fails to timely satisfy the prequalification requirement. Satisfying all prequalification requirements by the applicable deadlines is the sole responsibility of each prospective Proposer.

In addition, prospective proposers must upload the following documents to CivCast by the due date for prequalification These forms have been included within the Appendices of the Technical Proposal.

- Non-Collusion Affidavit
- Debarment Affidavit
- Child Support Statement
- Authority Conflict of Interest Disclosure Statement Form, if required

PROPOSAL DUE:

Date: March 16, 2020
Time: 4:00 PM CT
Location: Central Texas Mobility Authority
3300 N. IH-35, Suite 300
Austin, Texas 78705

Detailed Instructions to Proposers (ITPs) and all other documents included in this RFP are available on the CivCast website beginning January 28, 2020. Standard Specifications, which will form an integral part of the proposed contract, are available on line at the TxDOT website: <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/spec-book-1114.pdf>

In response to questions or at its own initiative, the Authority may issue one or more addenda to this RFP. A Proposer is responsible for monitoring the CivCast website for any addenda, information, updates, or announcements regarding the RFP, and must consider and act accordingly with respect to any addenda that revise information or responses provided in the Proposer’s Sealed Proposal.

QUESTIONS AND CLARIFICATIONS: Any questions from a prospective Proposer concerning the requirements of this RFP must be submitted through the CivCast website. Responses to questions will be posted to www.civcastusa.com for the benefit of all potential proposers. Questions must be received by 5:00 PM, CST (local time in Austin, Texas), on February 5, 2020.

ANTI-LOBBYING: Except for the process established by this RFP for questions and clarifications concerning this RFP, starting on January 28, 2020, and ending on the date the Authority has executed a contract with the Proposer selected under this RFP, a prospective or actual Proposer may not directly or indirectly contact a member of the Authority’s Board of Directors or its employees, consultants, or contractors performing work for the Authority concerning the subject matter of this RFP. Violation of this prohibition is grounds for disqualification from consideration. Any contact with the Authority is to solely be via www.Civcastusa.com, strictly in accordance with the process detailed in the ITPs.

It is the policy of the Authority to encourage the participation of minorities and women. The commitment of the proposing entity to utilize historically underutilized business (HUB) will be considered in the RFP evaluation process. Each proposing entity will be evaluated based on the criteria and process set forth in the qualifications-based RFP.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Mike Heiligenstein, Executive Director

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Section C
Site Location Map

C. SITE LOCATION MAP



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Section D

Instructions to Proposers

D. INSTRUCTIONS TO PROPOSERS

D.1 Introduction

These ITPs are issued by the Authority to all prospective Proposers, and the Authority hereby invites such Proposers to submit competitive detailed Proposals for a System-wide Performance Based Maintenance contract to perform Routine Maintenance.

The successful Proposer will be selected using a Best Value selection process.

D.2 Authorized Representatives of the Authority

The Authority has designated the following individual to be the RFP Contact for the Project:

John Jones
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Phone: (512) 568-2285
Email: jjones@ctrma.org

D.3 Reference Documents

The Authority has assembled Reference Information Documents (RIDs) about the Project. The documents are available to prospective Proposers at the following CivCast location: <https://www.civcastusa.com/project/5dc58ac8e5e9efedd8f960c7/summary>

The Authority makes no representations or warranties as to the accuracy of the Project information being made available. The Authority shall not be liable for any defects, inaccuracies, or erroneous information made available to the proposing entities and/or their individual members.

The RIDs are not mandatory or binding on a Proposer. A Proposer is not entitled to rely on the RIDs as presenting a design, engineering, operating, or maintenance solution or other direction, means, or method for complying with the requirements of the Contract Documents, Governmental Approvals or Law.

D.4 Public Information Act; Disclosure of Information

The Authority is subject to and complies with the Texas Public Information Act (PIA). The Proposal and any other information provided to the Authority by a Proposer becomes the property of the Authority and may be subject to public disclosure under the PIA. If a Proposer considers any information it provides to the Authority to be proprietary, confidential, or otherwise exempt from disclosure under the PIA, the Proposer must clearly mark and label that information as Confidential. It is not acceptable to designate all or substantially all of the Proposal as Confidential; and any Proposal so marked will be returned to the Proposer without further consideration by the Authority.

The Authority will notify the Proposer if a request for public information is received that may require the Authority to disclose material that the Proposer has marked as Confidential and thus asserts is exempt from disclosure under the PIA. The Authority does not have and does not assume any obligation to assert or argue on behalf of the Proposer that any information provided to the Authority is exempt from required disclosure.

The Texas Attorney General provides additional information concerning requirements and procedures that govern potential disclosure of a third-party's confidential information under the PIA at this link:

<https://www.texasattorneygeneral.gov/og/notice-statement-to-persons-whose-proprietary-information-is-requested>

D.5 DBE Participation Goal

The DBE participation goal for this contract shall be 15% of the Contract Price. A DBE Performance Plan will be required for this contract as set forth in Special Specification 7667RMA, Performance Based Maintenance.

Anticipated areas of maintenance contracting opportunities are as follows:

Signing	Crash Attenuators	Concrete Repair
Illumination	Landscaping	Asphalt Repair
Signals	Drainage	Emergency Response
Striping	Bridges	Hazardous Material Clean-up
Painting	Bridge Inspection	Mowing
Guardrail	Structural Inspection	Sweeping, Debris and Litter

This list is not comprehensive but represents possible contracting opportunities.

A link to the list of qualified DBEs' can be found on TxDOT's website:

<https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp?TN=txdot&XID=2340>

D.6 Debarment

By submittal of a Proposal and subsequent execution of the Contract, the Proposer represents and certifies that it, its officers, its owners, and/or its employees who will be performing the Work have not been convicted or pleaded guilty to any state or federal offense involving fraud, corruption, or moral turpitude; and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, voluntarily excluded or otherwise ineligible from participating in this procurement process, or a state or federal procurement program.

If the Proposer is a corporation, partnership, or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Work, but also to the principal(s), officer(s), and owner(s) of the business organization.

The Proposer agrees to indemnify the Authority for any costs and expenses, including but not limited to audit costs, attorneys’ fees, and expert witness fees that the Authority incurs due to any fraudulent statement made by the Proposer in regards to this certification.

D.7 Conflict of Interest Policies

Each Proposer must comply with the Conflict of Interest disclosure policies adopted by the Board of Directors as Sections 101.064 through 101.069 of the Authority Policy Code, available for review at the Authority website:

<https://www.mobilityauthority.com/about/policy-disclaimers/code>

or by contacting the RFP Contact identified in Section D.2.

Proposers and team members are required to complete, and to submit with the Proposal, the Authority’s Conflict of Interest Disclosure Statement Form if the Proposer or a team member has a current or previous (defined as one terminating within 12 months prior to submission of the Proposal) business relationship with any of the Authority’s key personnel. The disclosure shall include information on the nature of the relationship, the current status, and the date of termination or expected termination, if known, of the relationship. The Conflict of Interest Disclosure Statement Form is available to review and download from the Authority’s website as an Appendix, at the link provided earlier in this section D.6.

D.8 Procurement Schedule

The following dates are anticipated procurement milestones.

Table 1: Procurement Milestones

Event	Date
Issuance of RFP	January 28, 2020
Clarification Submittal Deadline for questions and requests to clarify from prospective Proposers	February 5, 2020
Prequalification Deadline	February 10, 2020, 5:00 PM CST (local time in Austin, Texas)
Deadline for Authority Response to Clarifications and Addenda	February 20, 2020
One on One Meetings (if necessary)	Week of February 10, 2020
Proposal Due Date	March 16, 2020 4:00 PM CT (local time in Austin, Texas)
Authority Board of Directors selects Best Value Proposer	April 29, 2020
Anticipated Execution of Contract/Issuance of Initial Notice to Proceed (NTP)	June 1, 2020

All times and dates set forth above and stated elsewhere in this RFP are subject to change at the Authority's sole discretion.

D.9 Bonding

Each Proposal must be accompanied by a Proposal Guaranty consisting of a Proposal Bond (on the form provided) in the amount of \$250,000 of the Total Lump Sum Proposal Amount.

A performance bond and a payment bond are required under Article 3.4.2 of the Standard Specifications. A warranty bond is not required for this contract.

The Proposer must provide a letter from the bonding surety indicating its willingness and ability to bond for the amount equivalent to the total contract amount and additional amounts included in the change orders thereafter. The bond shall be renewed 30 days prior to its expiration in accordance with Volume II, Section O, Item 3.4.2 Bonds for the duration of the contract.

D.10 Pre-Proposal Meetings

D.11 One-on-One Meetings

The Authority will hold one-on-one meetings, if necessary, during the week of February 10, 2020, with prospective Proposers to discuss the Project and the RFP.

Requests for Clarification. A prospective Proposer may request clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission in the RFP, or of any provision which the Proposer fails to understand. Any inquiries and comments regarding the Project may be submitted through the CivCastusa.com website, via the template provided, by February 5, 2020, 5:00 PM, CST (local time in Austin, Texas). The Authority will have no obligation to respond to a request submitted after the Clarification Submittal Deadline set forth in Section D.8. No fax or oral requests for clarification or interpretation, whether made in person or by telephone, will be accepted. If a Proposer has meetings or discussions with agencies or entities other than the Authority during the procurement phase, Proposer shall be solely responsible for any Project-related information it receives from other sources.

A request for clarification or interpretation must specifically reference the section, page number, and text of all language in the RFP at issue, unless the request is of general application.

Responses to questions received will be provided to all prospective Proposers, except that the Authority intends to respond individually to those questions identified by a prospective Proposer as confidential or considered by the Authority to include confidential information. In the interest of maintaining a fair process or to comply with applicable law, the Authority reserves the right to disagree with the confidentiality of information provided by a prospective Proposer. The Authority will compile and make available a final set of questions and answers prior to the Proposal Due Date. Each prospective Proposer must make itself available to the Authority to discuss matters it submits to the Authority under this section.

The Authority will not be bound by, and no prospective Proposer shall rely on, any oral communication or representation regarding documents included in the RFP and shall not rely on any communication except written communications from the Authority.

D.12 RFP Addenda and Clarification Notices

If the Authority determines, in its sole discretion, that interpretation or clarification of the RFP or any other consideration requires a revision to this RFP, the Authority will prepare and issue a written addendum. At the Authority's sole discretion, if any addendum significantly impacts this RFP, the Authority may change the Proposal Due Date, and the announcement of such new date will be included in an addendum. All addenda and clarifications will be posted on the CivCast website. It is a prospective Proposer's responsibility to monitor the CivCast website for any information, updates, or announcements regarding this RFP.

For matters not requiring an addendum, the Authority may issue clarification notices listing questions received from Proposers and responses given by Authority. Each Proposer shall acknowledge in its Proposal receipt **all** addenda and clarifications. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected.

D.13 Submittal Requirements

D.13.1 Due Date, Time, and Location

A Proposer must deliver a Proposal to the Authority at the following address:

**Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705**

A Proposal must be received on or before 4:00 PM CT (local time in Austin, Texas) on March 16, 2020. Late submittals will not be accepted.

D.13.2 General Format

A Proposal consists of a Technical Proposal and a separate Price Proposal, submitted to the Authority in a single package, in form as described in Section D.13.3.

The Price Proposal shall be submitted in a separately sealed package or envelope enclosed in the Proposal package, labeled as the Price Proposal.

Original signatures must be signed with blue ink or via an electronic document signature system. The Technical Proposal must not include any pricing information.

The entire Proposal in the form described in Section D.13.3 must be packaged together in a clearly identified and labeled package delivered to the Authority. The outside of the single sealed Proposal package shall be labeled as follows:

System-wide Performance Based Maintenance – Contract #20PROGXXX02M
Proposal

The Date and Time of the Submittal Deadline

To: John Jones

From: Proposer’s name, contact person, and address

The outside of each separately sealed package in the Proposal package shall be labeled as follows:

Technical Proposal

System-wide Performance Based Maintenance – Contract #20PROGXXX02M

To: John Jones

From: Proposer’s name, contact person, and address

Price Proposal

System-wide Performance Based Maintenance – Contract #20PROGXXX02M

To: John Jones

From: Proposer’s name, contact person, and address

D.13.3 Quantities

In the separately labeled package for the Technical Proposal described in Section D.13.2, the Proposer shall submit an electronic copy of the Technical Proposal with appendices on a USB thumb drive.

In the separately labeled package for the Price Proposal described in Section D.13.2, the Proposer shall submit an electronic copy of the Price Proposal on a USB thumb drive.

D.14 Disqualification

Proposals received after the deadline will be rejected and returned without consideration or evaluation. Failure to use sealed packages or to properly identify and label any Proposal package may result in an inadvertent opening prior to the appointed time and place, and may result in disqualification of the Proposal. Proposer is responsible for any consequences, including disqualification of the Proposal, that may result from such inadvertent opening if the Authority determines that Proposer did not precisely follow the instructions in this RFP. It is Proposer’s sole responsibility to see that its Proposal is timely submitted and timely received as required.

A Proposer shall provide responses to all information requested in the RFP. Failure to respond or to provide requested information may result in a determination by the Authority, in its sole discretion, that a Proposal is non-responsive.

D.15 Technical Proposal Requirements

D.15.1 Technical Proposal Format

Except for charts, exhibits and other illustrative and graphical information, all information shall be formatted to print on 8.5-inch by 11-inch paper. Charts, exhibits, and other illustrative and

graphical information may be formatted to print on 11-inch by 17-inch paper. The 11-inch by 17-inch pages shall not be used for text. Typed lines may be single spaced with a type font size no smaller than 12-point Times New Roman. The minimum font size for tables, graphics, maps, and charts shall be 10-point. All dimensional information must be shown in English units. Legibility, clarity, and completeness of the technical approach are essential.

The failure by a Proposer to follow the specified outline or comply with the specified page limits or format requirements in the Proposal may result in disqualification of the Proposal and the Proposer.

D.15.2 Content and Evaluation Criteria

The total maximum page limit for the Technical Proposal is **75 pages**, excluding personnel resumés and other certifications and documentation listed in Section D.16. The Technical Proposal **MUST** be organized to correspond to the items listed in Table 2.

Resumés should be added as an attachment and will not count toward page limitations.

Please refer to Volume II, Specifications, Section P.5.2, Maintenance Management Plan and Work Schedules for additional information regarding Maintenance Management Plan (MMP) content.

Table 2: Technical Proposal Scoring

Plan Section	Points
I. Project Administration	15
<u>I.A. Organizational Diagram and Staffing Plan</u>	<u>5</u>
<i>I.A.1. Organizational Diagram</i>	<i>1</i>
<i>I.A.2. Staffing Plan</i>	<i>1</i>
<i>I.A.3. Key Personnel</i>	<i>1</i>
<i>I.A.4. Facilities</i>	<i>1</i>
<i>I.A.5 Subcontractors</i>	<i>1</i>
<u>I.B. Procedures to Meet Performance Requirements</u>	<u>7</u>
<i>I.B.1. Procedures</i>	<i>3</i>
<i>I.B.2. Reporting</i>	<i>1</i>
<i>I.B.3. Resources</i>	<i>1</i>
<i>I.B.4. Action Plan</i>	<i>2</i>
<u>I.C. Computerized Maintenance Management System (CMMS)</u>	<u>3</u>
<i>I.C.1. CMMS Data Entry</i>	<i>1</i>
<i>I.C.2. CMMS Training Coordination</i>	<i>1</i>
<i>I.C.3. CMMS Quality Control</i>	<i>1</i>
II. Lane Closure Notification and Traffic Control Plan	5
<u>II.A. Notification</u>	<u>1</u>
<u>II.B. Implementation of TCP</u>	<u>2</u>
<u>II.C. Management of TCP</u>	<u>2</u>
III. Vegetation Management Plan	10
<u>III.A. Vegetation Management</u>	<u>5</u>
<u>III.B. Aesthetics Management</u>	<u>2</u>
<u>III.C. Herbicide Management</u>	<u>3</u>
<i>III.C.1. Weed Control</i>	<i>2</i>
<i>III.C.2. Maintenance of Records</i>	<i>1</i>
IV. Quality Management Plan	6
<u>IV.A. Quality Management Plan</u>	<u>5</u>
<i>IV.A.1. QMP Policies and Procedures</i>	<i>1</i>
<i>IV.A.2. QMP Staffing</i>	<i>1</i>
<i>IV.A.3. Management of QMP</i>	<i>1</i>
<i>IV.A.4. QMP Reporting</i>	<i>1</i>
<i>IV.A.5. QMP Revision</i>	<i>1</i>
<u>IV.B. Document Management Plan</u>	<u>1</u>

Plan Section	Points
V. Safety and Health Plan	4
<u>V.A. Safety and Health Plan Policies and Procedures</u>	<u>1</u>
<u>V.B. Safety and Health Plan Staffing</u>	<u>1</u>
<u>V.C. Incident Response Plan</u>	<u>1</u>
<u>V.D. Management of the Safety and Health Plan</u>	<u>1</u>
VI. Communications Plan	10
<u>VI.A. Agency Coordination</u>	<u>8</u>
<u>VI.B. Response to Complaints and Service Requests</u>	<u>2</u>
VII. Incident Management Plan	10
<u>VII.A. IMP Procedures</u>	<u>7</u>
<u>VII.B. IMP Staffing</u>	<u>2</u>
<u>VII.C. Management of IMP</u>	<u>1</u>
VIII. Hazardous Materials Management Plan	10
<u>VIII.A. HazMat Plan Procedures</u>	<u>5</u>
<u>VIII.B. HazMat Plan Staffing</u>	<u>3</u>
<u>VIII.C. Management of HazMat Plan</u>	<u>2</u>
IX. Snow and Ice Control Plan	10
<u>IX.A. S&I Control Plan Preparation</u>	<u>3</u>
<u>IX.B. S&I Control Plan Staffing and Resources</u>	<u>5</u>
<u>IX.C. S&I Control Plan Reporting</u>	<u>1</u>
<u>IX.D. Management of S&I Control Plan</u>	<u>1</u>
X. Transition Plan	5
<u>X.A. Transition Plan Procedures</u>	<u>1</u>
<u>X.B. Transition Plan Implementation</u>	<u>3</u>
<u>X.C. Transition Plan Reporting</u>	<u>1</u>
XI. Value Added Concept	10
XII. DBE Performance Plan	5
<u>XII.A. DBE Outreach Program</u>	<u>2</u>
<u>XII.B. DBE Plan Participation</u>	<u>2</u>
<u>XII.C. DBE Plan Reporting</u>	<u>1</u>
TOTAL POSSIBLE POINTS =	100

D.16 Proposer Certification and Documentation

In addition to the requirements outlined above, the Proposer shall provide the following forms and documentation with the Proposal. The Receipt of Addenda form are to be included with the Appendices of the Technical Proposal. The Proposal Bond is to be submitted in a separate package with the Price Proposal.

D.16.1 Included in Appendices of Technical Proposal

1. Non-Collusion Affidavit Form: The Proposal shall include Form A-1, certifying that the Proposal is not the result of and has not been influenced by collusion.
2. Debarment Affidavit Form: The Proposal shall include Form A-2, certifying the Proposer is compliance with Section D.6, Debarment.
3. Child Support Statement: The Proposal shall include Form A-3, certifying the Proposer is compliance with Texas Family Code, Section 231.006.
4. Proposal Bond Form: The Proposal shall include Form A-4 with the appropriate bond as described in section D.2.
5. Receipt of Addenda Form: The Proposal shall include Form A-5 acknowledging receipt of all addenda and clarifications.

D.17 Price Proposal Requirements

D.17.1 General

The total price offered by Proposer for its Proposal must be completed and submitted on the Price Proposal Form included as Section F of this RFP. If a Proposer's Price Proposal Form does not include all required pricing information, the Proposal will be considered non-responsive. All prices included in the Price Proposal shall be in U.S. dollar currency only.

D.17.2 Proposal Price Guarantee

The Proposer's Price Proposal shall initially be valid for acceptance by the Authority for a period of 180 days after the Proposal Date.

D.17.3 Proposal Bond

The Proposal shall include a Proposal Bond in the form of Form A-4 from a surety meeting the requirements of this RFP.

D.18 Evaluation Process

The Authority intends to award the contract to the responsive Proposer that has complied with all of the requirements of the RFP, is technically qualified, and offers the best value for the Authority. The intent of the Authority in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals.

The Authority may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such requests within two Business Days (or such other time as is specified by Authority) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, Authority.

The Authority's Executive Director will appoint an Evaluation and Selection Recommendation Committee (ESRC) to evaluate the Technical Proposal and a Price Evaluation Committee (PEC) to evaluate the Price Proposal. Each committee may be assisted by technical advisory subcommittees and price evaluation advisors comprised of additional staff or consultants as needed. The primary responsibility of these subcommittees will be to assist the ESRC and PEC in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals. The committees' separate evaluation of the Technical Proposal and Price Proposal will be retained until initial evaluations are made, and the separate recommendations are submitted to the Director of Engineering or his designee. The Director of Engineering will combine the price factors and technical factors and submit his recommendations to the Executive Director. The Executive Director will submit his recommendation to the Board of Directors.

The evaluation and selection process described in this section is subject to modification by the Authority, in its sole discretion, subject to the Authority's Procurement Policies and other applicable law. Any modifications to the evaluation and selection process will be distributed as addenda to these ITPs.

D.19 Pass/Fail Criteria

The Authority will conduct an initial review of each Technical Proposal for responsiveness to the following requirements:

1. Total maximum page limit does not exceed 75 pages.
2. The Proposer has delivered letters from a surety or an insurance company meeting the requirements of the Contract, indicating that the surety will issue payment and performance bonds, as required by the Contract, if the Proposer is awarded the Contract.
3. Proposer information, certifications, and documents listed in Section D.16 are included in the Proposal and are complete, accurate, and responsive.
4. Proposer has been notified by the Authority of prequalification as per the requirements in Section B.

Proposers failing to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation by the ESRC. The ESRC will forward initial pass/fail Proposal assessments to the Authority Director of Engineering with an initial statement of sufficiency, recommendations for clarification, or recommendation for disqualification.

D.20 Technical Proposal Evaluation

The Technical Proposal shall be reviewed, evaluated, scored, and ranked by the ESRC by evaluating and scoring the responses to information required under Section D.15. The Authority reserves the right, at its sole discretion, to contact any Proposer to seek clarification regarding information contained in their Technical Proposal but shall have no obligation to do so. In submitting its Technical Proposal, a Proposer should not assume it will be provided an opportunity to subsequently clarify or otherwise discuss any feature thereof.

THE AUTHORITY RESERVES THE RIGHT TO ELIMINATE A PROPOSAL FROM FURTHER EVALUATION BY THE EVALUATION AND SELECTION RECOMMENDATION COMMITTEE IF THE TECHNICAL SCORE FALLS BELOW 70 POINTS.

The Technical Score will be weighted at 40% of the Final Score.

D.21 Price Proposal Evaluation

To the extent reasonably practicable, the PEC will conduct a blind review of the Price Proposals. The Authority RFP Contact will separate and provide the Price Proposal information to the PEC in a manner that reasonably ensures the PEC does not know which Proposer submitted any Price Proposal.

The Price Proposals of Proposers will be evaluated against each other at a maximum of 100 points using the following formula:

$$PPS = (LPP / PP) \times 95 + (LOPP / OPP) \times 5$$

Where:	PPS	=	Price Proposal Score
	LPP	=	Lowest Price Proposal
	PP	=	Price Proposal
	LOPP	=	Lowest Option Price Proposal
	OPP	=	Option Price Proposal

The Price Proposal Scores will be weighted at 60% of the Final Score.

D.22 Final Selection Process – Best Value Determination

Upon conclusion of the evaluations of the Technical Proposals and the Price Proposals evaluated by the ESRC and PEC, the Director of Engineering (or his designee) will perform the final Best Value calculation to determine the “Final Total Proposal Score” (FTPS) and the final Best Value ranking. The Director of Engineering will use a price-to-technical scoring ratio of 60:40 to evaluate the Proposals. The FTPS for each Proposer is calculated by the following formula, with the Proposer whose score is the highest FTPS being the recommended Best Value Proposer.

$$FTPS = (TS \times 40\%) + (PPS \times 60\%)$$

Where:	FTPS	=	Final Total Proposal Score
	TS	=	Technical Score
	PPS	=	Price Proposal Score

The Executive Director will recommend the Proposer whose Proposal represents the best value for the Authority, taking into consideration the scoring performed by the Director of Engineering and the criteria to be considered under the Section 401.017 of the Authority Policy Code.

After receiving the recommendation of the Executive Director, the Board of Directors may select the Proposer whose Proposal represents, in the Board's sole determination, the best value for the Authority taking into account the criteria to be considered under the Section 401.017 of the Authority Policy Code.

D.23 Requests for Revisions and Resubmittal of Proposals

The Executive Director may, at any time after receipt of Proposals and prior to final award and execution of the Contract, determine that it is appropriate to request changes to the Proposals (Proposal Revisions). A request for Proposal Revisions will identify any revisions to the Proposals and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. If Proposal Revisions are requested, the term Proposal, as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revision.

Upon receipt of Proposal Revisions from Proposers, the Authority will reevaluate the Proposals, as revised, according to the terms and conditions applicable to the Proposal Revisions.

D.24 Best and Final Offers

Although the Authority does not currently intend to request Best and Final Offers (BAFOs), it reserves the right to do so. In the sole discretion of the Executive Director, after evaluating a Proposal, the Executive Director may discuss acceptable or potentially acceptable proposals with those Proposers who are determined to be reasonably qualified for the award of the Contract to assess a Proposer's ability to meet the requirements established in the RFP. If requested by the Authority, a proposer may revise a Proposal after submission and before award for the purpose of offering a Proposal that establishes the Proposer's best and final offer.

If a Proposer requested to submit a Proposal Revision or BAFO fails to provide the Proposal Revision or BAFO, or delivers a Proposal Revision or BAFO that is deemed unacceptable or late, the Authority shall have the right to consider as valid such Proposer's initial or subsequently revised Proposal and to award the Contract to such Proposer based on its initial or subsequently revised Proposal.

D.25 Finalizing the Contract

D.25.1 Negotiations with Best Value Proposer

After the Board has selected the Proposer and Proposal that provides the best value for the Authority, the Executive Director and the selected Proposer shall finalize negotiations in accordance with Volume II Specifications, Section P.5.2 Maintenance Management Plan and Work Schedules, and with Board approval, execute a Contract. A selected Proposer will be deemed to have failed to engage in good faith negotiations with the Authority and shall forfeit the Proposal

Bond if the Proposer fails to attend and actively participate in reasonably scheduled negotiation meetings with the Authority, or if the Proposer, in the opinion of the Executive Director, unreasonably insists on terms or conditions for any document to be negotiated or provided by the Proposer hereunder that is fundamentally inconsistent with the Contract Documents set forth in this RFP or an addendum to the RFP.

The terms of the contract shall incorporate the terms set forth in the RFP and the best and final offer submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Executive Director and the first choice candidate cannot agree on the terms and conditions of a contract, the Executive Director may submit a contract to the Proposer whose proposal is the next most favorable to the Authority (second-choice candidate). If agreement is not reached with the second choice candidate, the process may be continued with remaining Proposers in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked proposer if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

D.25.2 Execution and Delivery of the Contract

After notice of award and reaching an agreement with the selected Proposer on the terms and conditions of a Contract to be executed by the parties, the Authority will deliver four sets of execution copies of the Contract to the selected Proposer along with the number of sets of execution copies requested by the Proposer. To execute the Contract, the selected Proposer must satisfy the Authority's contract award requirements by executing and delivering the Contract together with all the other required documents described below, within 10 days of receipt of the execution copies of the Contract from Authority. The Authority will retain two sets of the Contract and return the rest of the executed copies of the Contract within 10 days of receipt of all required documents from the Proposer.

The successful Proposer shall deliver the following required documents to the Authority upon issuance of Notice to Proceed (NTP):

1. Evidence of insurance required to be provided by the Proposer under the Contract.
2. Payment and Performance Bonds in the form attached to the Contract.

D.26 Authority Rights

Notwithstanding any language in this RFP to the contrary, the Authority reserves the right, in its sole discretion, to:

1. Investigate the qualifications of any Proposer under consideration.
2. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
3. Require confirmation of information furnished by a Proposer.
4. Require additional information from a Proposer concerning its Proposal.

5. Seek and receive clarification to a Proposal.
6. Require evidence of qualifications to perform the Work.
7. Modify the RFP process.
8. Reject any or all of the Proposals.
9. Issue a new RFP.
10. Cancel, modify or withdraw the entire RFP, or any part thereof.
11. Issue addenda, supplements and modifications to this RFP.
12. Modify the RFP by issuance of an addendum (including the ability to request a resubmittal of Proposals).
13. Appoint evaluation committees to review Proposals, make recommendations, and seek the assistance of outside technical experts and consultants in Proposal evaluation.
14. Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and to otherwise revise or expand its evaluation methodology.
15. Hold meetings and conduct discussions and correspondence with one or more of the Proposers responding to the RFP to seek an improved understanding and evaluation of the responses to this RFP.
16. Waive or permit corrections to data submitted with any response to this RFP, provided those corrections do not materially affect the Proposal.
17. Waive or permit submittal of addenda and supplements to data previously provided with any responses to this RFP, provided the submittal does not materially affect the Proposal.
18. Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal.
19. Accept other than the lowest Price Proposal.
20. Disqualify any Proposer that changes its submittal without Authority approval.
21. Suspend and/or terminate discussions at any time, elect not to commence discussions with any responding Proposer, and elect to engage in discussions with other than the highest ranked Proposer.
22. Cancel a contract signed by the selected Proposer but not yet executed by the Authority.
23. Not issue NTP after execution of the contract.

This RFP does not commit the Authority to enter into a contract or proceed with the procurement described herein. The Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team.

In no event shall the Authority be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the Authority, has been authorized by the Authority Board of Directors and executed by the Executive Director on behalf of the Authority, then, only to the extent set forth therein.

Section E

Bid Item Completion Examples

E. BID ITEM COMPLETION EXAMPLES

EXAMPLE

ITEM CODE	DESCRIPTION AND UNIT PRICING WRITTEN IN WORDS	UNIT OF MEASURE	APPROXIMATE QUANTITY
190 026	RED OAK 1 1/2" - 1 3/4" GAL BB for <u>One hundred fifty</u> Dollars and <u>Zero</u> Cents	EA	9.00

↑
Unit Price for each plant in place

EXAMPLE

249 014	FLEX BASE (DEL)(DENSCOT)(TY A GR4 CL2) for <u>Seven</u> Dollars and <u>Fifty three</u> Cents	TON	56,787.00
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↑
Unit Price for each ton of Flexible Base

EXAMPLE

430 001 001	CL A CONC FOR EXT STR (CULV) for <u>Three hundred five</u> Dollars and <u>No</u> Cents	CY	45.00
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↑
Unit Price for each cubic yard of Concrete

EXAMPLE

610 007 001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S for <u>Fourteen hundred sixteen</u> Dollars and <u>Thirty seven</u> Cents	EA	13.00
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↑
Unit Price of each Roadway Illumination Assembly

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Section F
Price Proposal Form

F. PRICE PROPOSAL FORM

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
168RMA 0001	VEGETATIVE WATERING for _____ Dollars and _____ Cents per Gallon	GAL	200,000				
500 0001	MOBILIZATION (183A TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0002	MOBILIZATION (290 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0003	MOBILIZATION (EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0004	MOBILIZATION (71 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0005	MOBILIZATION (45 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0006	MOBILIZATION (183 TOLL - INTERIM) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0007	MOBILIZATION (183 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0008	MOBILIZATION (183A PH III PROJECT) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0009	MOBILIZATION (183 NORTH PROJECT) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0010	MOBILIZATION (MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
0658RMA 0001	INSTALL DEL ASSM (PEXCO FG300 28") for _____ Dollars and _____ Cents per Each	EA	3,000				
0658RMA 0002	INSTALL DEL POST (PEXCO FG300 28") for _____ Dollars and _____ Cents per Each	EA	14,000				
0658RMA 0003	INSTALL DEL ASSM (PEXCO FG300 36") for _____ Dollars and _____ Cents per Each	EA	27,000				
0658RMA 0004	INSTALL DEL POST (PEXCO FG300 36") for _____ Dollars and _____ Cents per Each	EA	136,000				
7667RMA 0001	PERFORMANCE BASED MAINTENANCE (183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0002	PERFORMANCE BASED MAINTENANCE (290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0003	PERFORMANCE BASED MAINTENANCE (EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0004	PERFORMANCE BASED MAINTENANCE (71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0005	PERFORMANCE BASED MAINTENANCE (45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0006	PERFORMANCE BASED MAINTENANCE (183 TOLL - INTERIM) (LIMITED MAINTENANCE SERVICES) for _____ Dollars and _____ Cents per Month	MO	2				
7667RMA 0007	PERFORMANCE BASED MAINTENANCE (183 TOLL) for _____ Dollars and _____ Cents per Month	MO	58				
7667RMA 0008	PERFORMANCE BASED MAINTENANCE (183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0009	PERFORMANCE BASED MAINTENANCE (183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0010	PERFORMANCE BASED MAINTENANCE (MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cent per Month	MO	6				
7667RMA 0011	PERFORMANCE BASED MAINTENANCE (BUILDING/FACILITIES) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0012	PERFORMANCE BASED MAINTENANCE (SUPS & TRAILHEADS – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0013	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0014	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0015	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0016	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0018	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				
7667RMA 0019	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0020	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0021	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				
7667RMA 0022	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0023	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0024	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0025	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0026	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0028	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				
7667RMA 0029	PERFORMANCE BASED MAINTENANCE (LANDSCAPING - 183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0030	PERFORMANCE BASED MAINTENANCE (LANDSCAPING - 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0031	PERFORMANCE BASED MAINTENANCE (LANDSCAPING - MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0032	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0033	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0034	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0035	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0036	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0037	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0038	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0039	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0040	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0041	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0042	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				
7667RMA 0043	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0044	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183A PH III PROJECT TOLL) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0045	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0046	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0047	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0048	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				
7667RMA 0049	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				
7668RMA 0001	SNOW AND ICE CONTROL (SHADOW VEHICLE) for _____ Dollars and _____ Cents per hour	HR	3,600				
7668RMA 0002	SNOW AND ICE CONTROL (SPREADER) for _____ Dollars and _____ Cents per hour	HR	6,200				
7668RMA 0003	SNOW AND ICE CONTROL (LOADER) for _____ Dollars and _____ Cents per hour	HR	1,600				
7668RMA 0004	SNOW AND ICE CONTROL (SPRAY RIG) for _____ Dollars and _____ Cents per hour	HR	3,600				
7668RMA 0005	SNOW AND ICE CONTROL SEASON (183A TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0006	SNOW AND ICE CONTROL SEASON (290 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0007	SNOW AND ICE CONTROL SEASON (EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0008	SNOW AND ICE CONTROL SEASON (71 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7668RMA 0009	SNOW AND ICE CONTROL SEASON (45 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0010	SNOW AND ICE CONTROL SEASON (183 TOLL - FULL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0011	SNOW AND ICE CONTROL SEASON (183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	15				
7668RMA 0012	SNOW AND ICE CONTROL SEASON (183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	10				
7668RMA 0013	SNOW AND ICE CONTROL SEASON (MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	5				
7669RMA 0001	1 Lane Closure – 2 Lane Road, No Shoulders (TY 1) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0002	1 Lane Closure – 2 Lane Road, Paved Shoulders (TY 2) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0003	1 Lane Closure – 4 Lane Road (TY 3) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0004	2 Lane Closure – 4 Lane Road (TY 4) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0005	Freeway 1 Lane Closure (TY 5) for _____ Dollars and _____ Cents per Each	EA	15				
7669RMA 0006	Freeway 2 Lane Closure (TY 6) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0007	Freeway 3 Lane Closure (TY 7) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0008	Freeway 4 Lane Closure (TY 8) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0009	Exit or Entrance Ramp Closure (TY 9) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0010	Freeway Closure Sequence Daytime Only (TY 10) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0011	Complete Freeway Closure (TY 11) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0012	1 Lane Frontage Road Closure (TY 12) for _____ Dollars and _____ Cents per Each	EA	15				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7669RMA 0013	2 Lane Frontage Road Closure (TY 13) for _____ Dollars and _____ Cents per Each	EA	15				
7669RMA 0014	1 Lane Connecting Ramp Closure (TY 14) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0015	2 Lane Connecting Ramp Closure (TY 15) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0016	Work Area on Shoulder (TY 16) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0017	Frontage Road Intersection with a 2-way Traffic Closure on the Arterial Street (TY 17) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0018	Turn Around Closure (TY 18) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0019	Mobile Operation (TY 19) for _____ Dollars and _____ Cents per hour	HR	80				
7669RMA 0020	Furnish Additional Truck Mounted Attenuator (TMA) (TY 20) for _____ Dollars and _____ Cents per hour	HR	120				
7669RMA 0021	Furnish Additional Portable Changeable Message Sign (PCMS) (TY 21) for _____ Dollars and _____ Cents per Day	DAY	15				
7669RMA 0022	Pilot Vehicle and Operator (TY 22) for _____ Dollars and _____ Cents per Hour	HR	40				
7671RMA 0001	WORK ORDER ALLOWANCE for Two Million _____ Dollars and Zero _____ Cents per Lump Sum	LS	1	500,000	00	500,000	00
	TOTAL BID AMOUNT for _____ Dollars and _____ Cents						

Units of measure: EA – each; HR – hour; LS – lump sum; MO – month; Vert – vertical foot

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Section G

Form A-1: Non Collusion Affidavit

Form A-2: Debarment Affidavit

Form A-3: Child Support Statement

**G. Form A-1 – Non-Collusion Affidavit, Form A-2 – Debarment Affidavit;
Form A-3 – Child Support Statement**

Central Texas Regional Mobility Authority

SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE

CONTRACT NO. 20PROGXXX02M

NON-COLLUSION AFFIDAVIT

STATE OF
COUNTY OF

I, _____ of the City of
_____, County of _____, and State of
_____, being of full age and duly sworn according to law on my oath
depose and say:

That I am (Title) of the Bidder making the Bid submitted to the Central Texas Regional Mobility Authority, on the _____ day of _____, 2020, for Contract No. 20PROGXXX02M in connection with the System-wide Performance Based Maintenance Contract; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or selling agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide full-time employees;

And that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this
day of
2020.

By: _____
Person Signing Bid

Print Name: _____

Title: _____

Notary Public

My commission expires:

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all partners, members and Major Participants of the proposer.]

Form A-2 – Debarment Affidavit

Form A-3 – Child Support Statement

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H. FORM A-4 – PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties,” each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Authority”), in the sum of _____ (the “Bonded Sum”), for the payment whereof Principal and Surety or Co-Sureties, bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

1. **WHEREAS**, the Principal is herewith submitting its Proposal for Contract No. _____, entitled SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE, which Proposal is incorporated herein by this reference and has been submitted pursuant to the Authority’s Request for Proposals (“RFP”);

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to the Authority as liquidated damages and not as a penalty, within 10 days of receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the “Co-Sureties”) of notice of such forfeiture from the Authority:

- (a) Principal's receipt of written notice from the Authority that (i) no contract for the Project will be awarded by the Authority pursuant to the RFP, or (ii) the Contract has been awarded to a different proposer and that said contracts have been fully executed and delivered;
- (b) failure of the Authority to (i) award the Contract to Proposer and (ii) issue Notice-to-Proceed (NTP) within 180 days after the Proposal Date; or
- (c) Principal’s performance of all of its obligations (i) under the RFP in connection with award and/or discussions of the Contract, and (ii) under the Contract required to be performed on or before issuance of the NTP, including the obligation to provide the Performance Bond, the Payment Bond and the insurance thereunder; provided that, Principal’s obligation to provide the Performance Bond and Payment Bond is subject to Surety’s or Co-Sureties’ reasonable approval of changes to the Contract between the Proposal Date and issuance of the NTP.

If the Principal shall fail to promptly and properly fully satisfy the foregoing conditions for release set forth in (c) above or if the Principal is selected for discussions and fails to discuss in good faith,

the Proposer and the Surety or Co-Sureties hereby agree to pay to the Authority the full Bonded Sum herein above set forth, as liquidated damages and not as a penalty, within 10 days after such failure.

The following terms and conditions shall apply with respect to this Bond:

1. If suit is brought on this Bond by the Authority and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by the Authority in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.
2. Any extension(s) of the time for issuance of Initial NTP that Principal may grant to the Authority, in accordance with the Contract or otherwise, shall be subject to the consent of Surety or Co-Sureties.
3. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Venue for any legal action with respect to this Bond shall be in Travis County, Texas.

SIGNED AND SEALED this _____ day of _____, 2020

Principal/Contractor

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By:

Attorney in Fact

By:

Co-Surety

By:

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

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Section I
Contract Agreement

I. CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015, between the Central Texas Regional Authority, 3300 N. IH-35, Suite 300, Austin, TX 78705, hereinafter called the Authority and _____, 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. 20PROGXXX02M, entitled SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE, in the manner and to the full extent as set forth in the Plans, Special Specifications, Special Provisions, Price Proposal (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 representatives 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 Total Price Proposal (of _____ dollars and _____ cents (\$ _____)).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the unit prices set forth in the Price Proposal submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Price Proposal 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.

I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. 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.

c. Notices and advertisements and solicitations placed in accordance with federal law, rule, or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

d. 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.

e. All work described in these documents will be completed within 5 years of Notice to Proceed #1.

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

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Mike Heiligenstein
Executive Director

CONTRACTOR:

Business Name

Address

By: _____

Printed Name & Title

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer’s business address:

(No.)	(Street)	(Floor or Suite)
(City)	(State or Providence)	(ZIP or Postal Code) (Country)

State or County of Incorporation/Formation/Organization:

[Appropriate signature block from below will be inserted after Notice of Award]

1. Sample signature block for corporation or limited liability company:
[Insert the proposer’s name]

By: _____

Printed Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

2. Sample signature block for attorney in fact:
[Insert the proposer’s name]

By: _____

Print Name: _____
Attorney in Fact

Additional Requirements:

- A. If the proposer is a corporation, enter state or country of incorporation in addition to the business address. If the proposer is a partnership, enter state or country of formation. If the proposer is a limited liability company, enter state or country of organization.
- B. Describe in detail the legal structure of the entity making the Proposal. If the proposer is a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If the proposer is a limited liability company, include an incumbency certificate executed by a Secretary thereof in the form set on the following page listing each officer with signing authority and its corresponding office. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Proposal and the Agreements and validity thereof, if any signature is provided pursuant to a power of attorney, a copy of the power of attorney shall be provided as well as a certified copy of corporate or other appropriate resolutions authorizing said power of attorney. If the Proposer is a corporation, it shall provide evidence of corporate authorization in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a limited liability company, evidence of authorization would be in the form of a limited company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member.
- D. The Proposer must also identify those persons authorized to enter discussions on its behalf with the Authority in connection with this Proposal, the Project, and The Agreement. The Proposer shall submit with its Proposal a power of attorney executed by the Proposer and each member, appointing and designating one or more individuals to act for and bind the Proposer in all matters relating to the Proposal.

INCUMBENCY CERTIFICATE

The undersigned hereby certifies to _____ that he/she is the duly elected and acting _____ Secretary of _____ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME	OFFICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 20_____.

Secretary

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Section J
Performance Bond

J. PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____ County of
_____, and State of _____, as principal, and
_____ authorized under the laws of the State of Texas to act as
surety on bonds for principals, are held and firmly bound unto the Central Texas Regional Mobility
Authority (Authority), in the penal sum of _____
_____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind themselves,
their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority,
dated the _____ day of _____, 20____ (the
“Contract”), to which the said Agreement, along with the Contract Documents referenced therein
are hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by the
Agreement agreed and covenanted by the Principal to be observed and performed, and according
to the true intent and meaning of said Agreement and the Contract Documents hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter
2253 of the Texas Government Code, as amended and all liabilities on this bond shall be
determined in accordance with the provisions of said Chapter to the same extent as if it were copied
at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the
Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it
does hereby waive notice of such change, extension of time, alteration or addition to the terms on
the Agreement, or to the Work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
TELEPHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to
countersign on behalf of Surety (Required by
Art. 21.09 of the Insurance Code)

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

Section K
Payment Bond

K. PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____ County of _____, and State of _____, as Principal (hereinafter referred to as the “Principal”), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the “Surety”), are held and firmly bound unto Central Texas Regional Mobility Authority, (hereinafter referred to as the “Authority”), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of _____, 20____, to _____ (hereinafter referred to as the “Contract”), which said Contract and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to
countersign on behalf of Surety (Required by
Art. 21.09 of the Insurance Code)

Section L
Form A-3
Receipt of Addenda

L. FORM A-5 – RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Proposal, plans, and specifications, etc., and hereby confirm that these addenda are included in the Proposal.

<u>Addenda #</u>	<u>Signature</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I understand that failure to confirm receipt of addenda will result in the Proposal being considered non-responsive and will not be considered.

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Section M
Engineer Seals

M. ENGINEER SEALS

ENGINEER SEAL

PROJECT NUMBER: 20PROGXXX02M
DESCRIPTION : System-wide
Performance Based
Maintenance
HIGHWAY : System-wide
COUNTY : Travis, Williamson,
and Hays

The enclosed General Notes, Special Provisions, Special Specifications in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offence under the Texas Engineering Practice Act.



The seal appearing on this document
was authorized by
Michelle E. Stracener, P.E.
January 2020

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

RESOLUTION NO. 20-027

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN
WILLIAMSON COUNTY FOR THE 183A PHASE III PROJECT
(PARCEL 2)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority (“Mobility Authority”) hereby finds and determines that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of a right of way parcel, further described by metes and bounds in Exhibit A to this Resolution (the “Property”), owned by **Lawrence Jordan Gabel, Jr.** (the “Owner”), located at 901 North US Hwy 183 in Williamson County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 183A Phase III Project (the “Project”), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Property has been submitted to the Mobility Authority, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Owner has agreed to sell the Property to the Mobility Authority for the approved appraisal amount of \$113,760.00; and

WHEREAS, the Owner has executed a Real Estate Contract (“Contract”) setting out the terms of Purchase for the Property in the approved Mobility Authority appraisal amount, which Contract is attached hereto as Exhibit B to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Executive Director is specifically authorized to execute the Contract, and any other documents reasonably necessary to complete the closing of the transaction to acquire the Property as set out herein.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April, 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 1 of 5
August 23, 2019

PROPERTY DESCRIPTION FOR PARCEL 2

Description of 0.3325 of one acre (14,483 square feet) of land out of the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas, same being a portion of that tract of land described as 5.999 acres conveyed to Lawrence Jordan Gabel, Jr. by deed, as recorded in Document No. 2016077472, Official Public Records, Williamson County, Texas; said 0.3325 of one acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found at the southwest corner of said 5.999 acre Gabel tract and the southeast corner of Lot 44, Block F, Stonewall Ranch Section 7, a subdivision recorded in Document No. 2018062678, Official Public Records, Williamson County, Texas, said Lot 44 conveyed to Project Royal, LP (Tract One) by deed, as recorded in Document No. 2018020896, Official Public Records, Williamson County, Texas, and being in the existing north right-of-way line of County Road 213 (varying width);

THENCE, with the south line of said 5.999 acre Gabel tract and the existing north right-of-way line of County Road 213, N69°03'18"E 798.42 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed west right-of-way line of U.S. Highway 183, 210.00 feet right of Engineer's Baseline Station 46+15.16, at the southeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,214,766.51 E=3,068,213.32;

- 1) THENCE, with the west line of this parcel and the proposed west right-of-way line of U.S. Highway 183, crossing said 5.999 acre Gabel tract, **N11°03'03"W 304.57 feet** to as 1/2" iron rod with cap (illegible) found at the northwest corner of this parcel and the southeast corner of Lot 4-B, Replat of Lot 4, Kellyville Addition, a subdivision recorded in Cabinet BB, Slides 99-100, Plat Records, Williamson County, Texas, said Lot 4-B conveyed to 183 NORTH LLC by deed, as recorded in Document No. 2017079052, Official Public Records, Williamson County, Texas and the southwest corner of 30 foot right-of-way dedication as recorded in Document No. 2001017420, Official Public Records, Williamson County, Texas, being in the existing west right-of-way line of U.S. Highway 183 (varying width), from which a mag nail with "LAND DESIGN" washer found at the northeast corner of said Lot 4-B bears, with a curve to the right, whose intersection angle is 01°40'27", radius is 3,900.65 feet, an arc distance of 113.98 feet, the chord of which bears N15°08'14"W 113.98 feet;

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 2 of 5
August 23, 2019

PROPERTY DESCRIPTION FOR PARCEL 2

- 2) THENCE, with the north line of this parcel and said 5.999 acre Gabel tract, the south line of said 30 foot right-of-way dedication and the existing west right-of-way line of U.S. Highway 183, **N69°20'57"E 30.11 feet** to a 1/2" iron rod found at the northeast corner of this parcel and said 5.999 acre Gabel tract, and the southeast corner of said 30 foot right-of-way dedication;
- 3) THENCE, with the east line of this parcel and said Gabel tract, continuing with the existing west right-of-way line of U.S. Highway 183, **S18°10'11"E 287.06 feet** to a 1/2" iron rod found at the southeast corner of this parcel and said Gabel tract, being in the existing north right-of-way line of County Road 213;

THENCE, with the south line of this parcel and said 5.999 acre Gabel tract and the existing north right-of-way line of County Road 213, the following two (2) courses, numbered 4 and 5:

- 4) **S47°55'36"W 36.51 feet** to a 1/2" iron rod with "RPLS 2218" cap found; and
- 5) **S69°03'18"W 34.49 feet** to the POINT OF BEGINNING and containing 0.3325 of one acre, or 14,482 square feet of land within these metes and bound, more or less.

All bearings are based on the Texas Coordinate System, Central Zone, North American Datum of 1983 (1983) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00012.

**The monument described in set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the abutting property.

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 3 of 5
August 23, 2019

PROPERTY DESCRIPTION FOR PARCEL 2

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

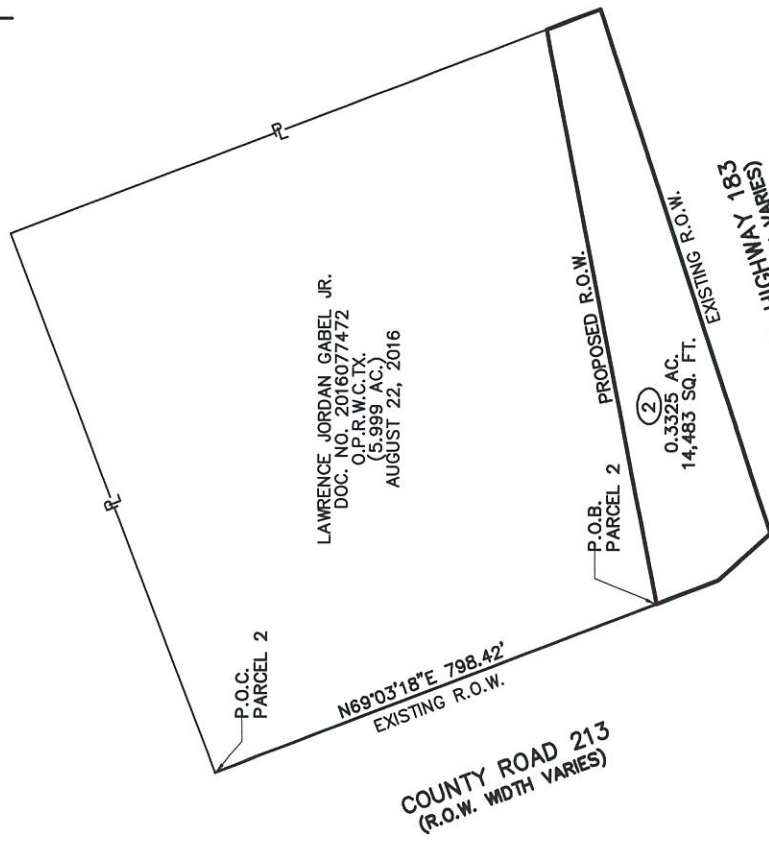
That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of August, 2019 A.D.

SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623
RTG~19-041~US 183A/Descriptions/Parcel 2
Issued 08/23/19



LAWRENCE JORDAN GABEL JR.
 DOC. NO. 2016077472
 O.P.R.W.C.T.X.
 (5,999 AC.)
 AUGUST 22, 2016

P.O.B.
 PARCEL 2
 PROPOSED R.O.W.
 0.3325 AC.
 14,483 SQ. FT.

U.S. HIGHWAY 183
 (R.O.W. WIDTH VARIES)

COUNTY ROAD 213
 (R.O.W. WIDTH VARIES)

PROPERTY INSET
 N.T.S.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 08/23/2019



NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, (1993) HARN. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.
- PROPOSED ENGINEER'S BASELINE PROVIDED BY RTG AS OF JUNE 16, 2019 MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
- ABSTRACTING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
- FIELD SURVEYING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
- A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
- ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.
- ** THE MONUMENTS DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

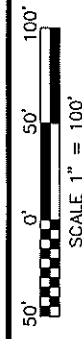
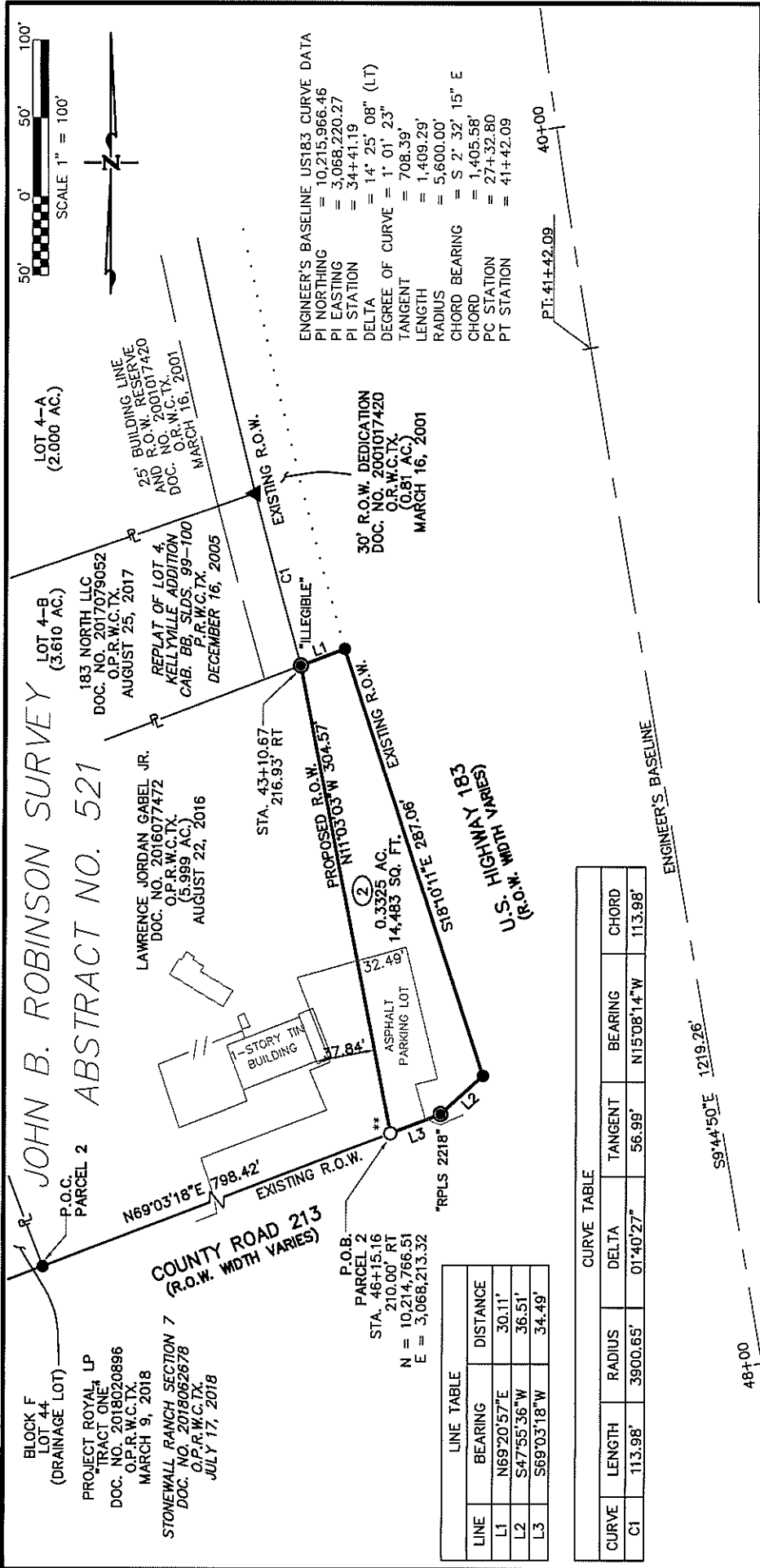
REVISIONS:

RECORD	ACQUISITION	REMAINING RT
5,999 AC. 261,316 SQ.FT.	0.3325 AC. 14,483 SQ.FT.	5,6665 AC. 246,833 SQ. FT.

**McGRAY & McGRAY
 LAND SURVEYORS, INC.**
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
 PARCEL 2
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: AUGUST 23, 2019 SCALE: N.T.S.



ENGINEER'S BASELINE US183 CURVE DATA
 PI NORTHING = 10,215,966.46
 PI EASTING = 3,068,220.27
 PI STATION = 34+41.19
 DELTA = 14° 25' 08" (LT)
 DEGREE OF CURVE = 1° 01' 23"
 TANGENT LENGTH = 708.39'
 RADIUS = 5,600.00'
 CHORD BEARING = S 2° 32' 15" E
 CHORD = 1,405.58'
 PC STATION = 27+32.80
 PT STATION = 41+42.09

PT: 41+42.09
 40+00

LOT 4-A
 (2.000 AC.)

25' BUILDING LINE
 AND R.O.W. RESERVE
 AND NO. 201017420
 DOC. O.R.W.C.T.X.
 MARCH 16, 2001

LOT 4-B
 (3.610 AC.)
 183 NORTH LLC
 DOC. NO. 2017079052
 O.P.R.W.C.T.X.
 AUGUST 25, 2017

REPLAT OF LOT 4,
 KELLYVILLE ADDITION
 CAB. BB, SLDS. 99-100
 P.R.W.C.T.X.
 DECEMBER 16, 2005

EXISTING R.O.W.

30' R.O.W. DEDICATION
 DOC. NO. 2001017420
 O.P.R.W.C.T.X.
 (0.81 AC.)
 MARCH 16, 2001

LAWRENCE JORDAN GABEL JR.
 DOC. NO. 2016077472
 O.P.R.W.C.T.X.
 (5.999 AC.)
 AUGUST 22, 2016

STA. 43+10.67
 216.93' RT

PROPOSED R.O.W.
 N11°03'03" W 304.57'

0.3325 AC.
 14,483 SQ. FT.

S18°10'11" E 287.06'
 U.S. HIGHWAY 183
 (R.O.W. WIDTH VARIES)

COUNTY ROAD 213
 (R.O.W. WIDTH VARIES)

PROJECT ROYAL LP
 TRACT ONE
 DOC. NO. 2018020896
 O.P.R.W.C.T.X.
 MARCH 9, 2018

STONEWALL RANCH SECTION 7
 DOC. NO. 2018082878
 O.P.R.W.C.T.X.
 JULY 17, 2018

PARCEL 2
 STA. 46+15.16
 210.00' RT
 N = 10,214,766.51
 E = 3,068,213.32

LINE	BEARING	DISTANCE
L1	N69°20'57"E	30.11'
L2	S47°55'36"W	36.51'
L3	S69°03'18"W	34.49'

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	113.98'	3900.65'	01°40'27"	56.99'	N15°08'14"W	113.98'

LEGEND

- FOUND TXDOT TYPE I MONUMENT, CONCRETE POST
- FOUND TXDOT TYPE II MONUMENT, DISC IN CONCRETE
- FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" I.D. UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- ▲ MAG NAIL FOUND W/ WASHER STAMPED LANDESIGN
- 1/2" IRON ROD FOUND W/ TXDOT ALUMINUM CAP
- 5/8" IRON ROD SET W/ TXDOT ALUMINUM CAP
- △ SURVEY PRIMARY CONTROL POINT
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- DEED LINE (OWNERSHIP IN COMMON)

- DISTANCE NOT TO SCALE
- ② PARCEL NUMBER FOR R.O.W. ACQUISITION
- RIGHT-OF-WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- EASEMENT
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PLAT RECORDS WILLIAMSON COUNTY, TEXAS

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
PARCEL 2
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: AUGUST 23, 2019 SCALE: 1"=100'

Exhibit B

REAL ESTATE CONTRACT
183A Phase 3 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between LAWRENCE JORDAN GABEL, JR. (referred to in this Contract as “Seller”) and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.3325 acre (14,483 Sq. Ft.) tract of land in the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 2**):

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED SIXTY and 00/100 Dollars (\$113,760.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before April 30, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

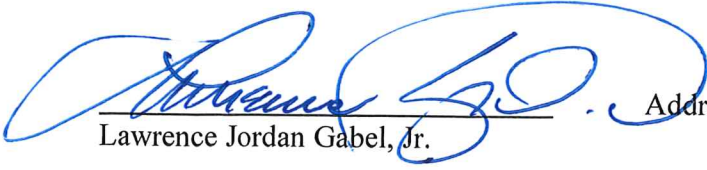
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:



Lawrence Jordan Gabel, Jr.

Address: PO BOX 789
CEDAR PARK TX 78630

Date: 3/12/20

PURCHASER:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____

Address: 3300 N IH-35, Suite 300
Austin, Texas 78705

Name: _____

Its: _____

Date: _____

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 1 of 5
August 23, 2019

PROPERTY DESCRIPTION FOR PARCEL 2

Description of 0.3325 of one acre (14,483 square feet) of land out of the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas, same being a portion of that tract of land described as 5.999 acres conveyed to Lawrence Jordan Gabel, Jr. by deed, as recorded in Document No. 2016077472, Official Public Records, Williamson County, Texas; said 0.3325 of one acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found at the southwest corner of said 5.999 acre Gabel tract and the southeast corner of Lot 44, Block F, Stonewall Ranch Section 7, a subdivision recorded in Document No. 2018062678, Official Public Records, Williamson County, Texas, said Lot 44 conveyed to Project Royal, LP (Tract One) by deed, as recorded in Document No. 2018020896, Official Public Records, Williamson County, Texas, and being in the existing north right-of-way line of County Road 213 (varying width);

THENCE, with the south line of said 5.999 acre Gabel tract and the existing north right-of-way line of County Road 213, N69°03'18"E 798.42 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed west right-of-way line of U.S. Highway 183, 210.00 feet right of Engineer's Baseline Station 46+15.16, at the southeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,214,766.51 E=3,068,213.32;

- 1) THENCE, with the west line of this parcel and the proposed west right-of-way line of U.S. Highway 183, crossing said 5.999 acre Gabel tract, N11°03'03"W 304.57 feet to as 1/2" iron rod with cap (illegible) found at the northwest corner of this parcel and the southeast corner of Lot 4-B, Replat of Lot 4, Kellyville Addition, a subdivision recorded in Cabinet BB, Slides 99-100, Plat Records, Williamson County, Texas, said Lot 4-B conveyed to 183 NORTH LLC by deed, as recorded in Document No. 2017079052, Official Public Records, Williamson County, Texas and the southwest corner of 30 foot right-of-way dedication as recorded in Document No. 2001017420, Official Public Records, Williamson County, Texas, being in the existing west right-of-way line of U.S. Highway 183 (varying width), from which a mag nail with "LAND DESIGN" washer found at the northeast corner of said Lot 4-B bears, with a curve to the right, whose intersection angle is 01°40'27", radius is 3,900.65 feet, an arc distance of 113.98 feet, the chord of which bears N15°08'14"W 113.98 feet;

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 2 of 5
August 23, 2019

PROPERTY DESCRIPTION FOR PARCEL 2

- 2) THENCE, with the north line of this parcel and said 5.999 acre Gabel tract, the south line of said 30 foot right-of-way dedication and the existing west right-of-way line of U.S. Highway 183, **N69°20'57"E 30.11 feet** to a 1/2" iron rod found at the northeast corner of this parcel and said 5.999 acre Gabel tract, and the southeast corner of said 30 foot right-of-way dedication;
- 3) THENCE, with the east line of this parcel and said Gabel tract, continuing with the existing west right-of-way line of U.S. Highway 183, **S18°10'11"E 287.06 feet** to a 1/2" iron rod found at the southeast corner of this parcel and said Gabel tract, being in the existing north right-of-way line of County Road 213;

THENCE, with the south line of this parcel and said 5.999 acre Gabel tract and the existing north right-of-way line of County Road 213, the following two (2) courses, numbered 4 and 5:

- 4) **S47°55'36"W 36.51 feet** to a 1/2" iron rod with "RPLS 2218" cap found; and
- 5) **S69°03'18"W 34.49 feet** to the POINT OF BEGINNING and containing 0.3325 of one acre, or 14,482 square feet of land within these metes and bound, more or less.

All bearings are based on the Texas Coordinate System, Central Zone, North American Datum of 1983 (1983) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00012.

**The monument described in set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed of retained by TxDOT.

Access is permitted to the highway facility from the remainder of the abutting property.

EXHIBIT A

County: Williamson
Highway: U.S. Highway 183
Project Limits: From County Road 258/213 to Hero Way
ROW CSJ: 0914-05-192

Page 3 of 5
August 23, 2019

PROPERTY DESCRIPTION FOR PARCEL 2

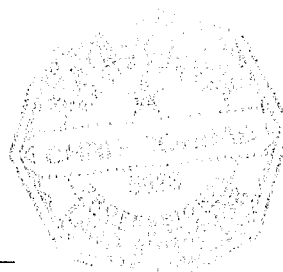
A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

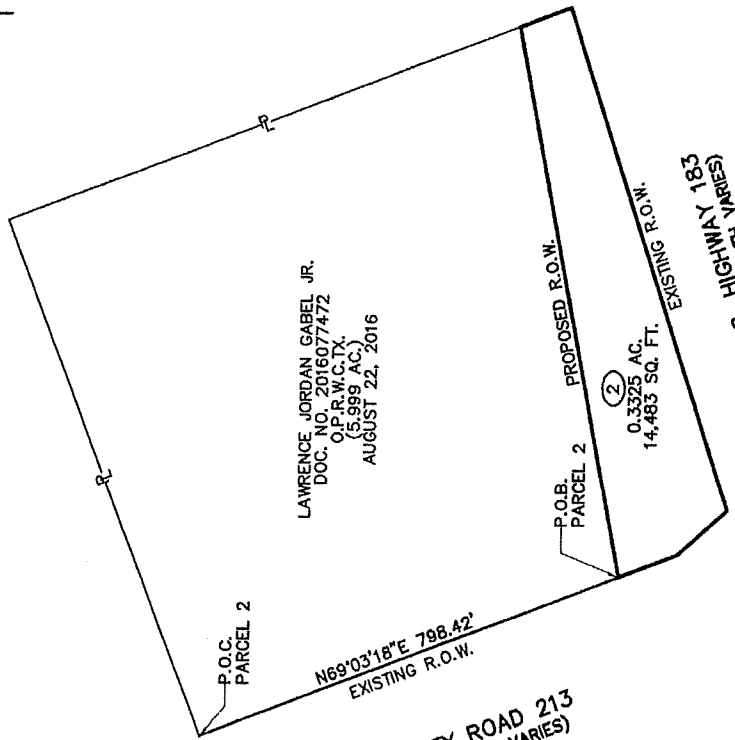
That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of August, 2019 A.D.

SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623
RTG~19-041~US 183A/Descriptions/Parcel 2
Issued 08/23/19



LAWRENCE JORDAN GABEL JR.
DOC. NO. 2016077472
O.P.R.W.C.T.Y.
(5,999 AC.)
AUGUST 22, 2016

COUNTY ROAD 213
(R.O.W. WIDTH VARIES)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Handwritten Signature]

08/23/2019

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, (1993) HARN. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00012.
2. PROPOSED ENGINEER'S BASELINE PROVIDED BY RTG AS OF JUNE 16, 2019, MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
3. ABSTRACTING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
4. FIELD SURVEYING WAS PERFORMED FROM JUNE 2019 THROUGH JULY 2019.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
6. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE ABUTTING REMAINDER PROPERTY.
7. ** THE MONUMENTS DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

REVISIONS:

RECORD	ACQUISITION	REMAINING RT
5.999 AC. 261,316 SQ.FT.	0.3325 AC. 14,483 SQ.FT.	5.6665 AC. 246,833 SQ. FT.

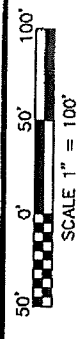
**McGRAY & McGRAY
LAND SURVEYORS, INC.**
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PARCEL 2

US HWY 183
WILLIAMSON COUNTY, TEXAS
R.O.W. C.S.J.: 0914-05-192

DATE: AUGUST 23, 2019

SCALE: N.T.S.



LOT 4-A
(2,000 AC.)

LOT 4-B
(3,610 AC.)

LOT 4-C
(2,000 AC.)

LOT 4-D
(2,000 AC.)

LOT 4-E
(2,000 AC.)

LOT 4-F
(2,000 AC.)

LOT 4-G
(2,000 AC.)

ENGINEER'S BASELINE US183 CURVE DATA
 PI NORTHING = 10,215,966.46
 PI EASTING = 3,086,220.27
 PI STATION = 34+41.19
 DELTA = 14° 25' 08" (LT)
 DEGREE OF CURVE = 1° 01' 23"
 TANGENT = 708.39'
 LENGTH = 1,409.29'
 RADIUS = 5,600.00'
 CHORD BEARING = S 2° 32' 15" E
 CHORD = 1,405.58'
 PC STATION = 27+32.80
 PT STATION = 41+42.09

25' BUILDING LINE
 AND R.O.W. RESERVE
 DOC. NO. 200107420
 O.P.R.W.C.T.X.
 MARCH 16, 2001

30' R.O.W. DEDICATION
 DOC. NO. 200107420
 O.P.R.W.C.T.X.
 MARCH 16, 2001

183 NORTH LLC
 DOC. NO. 2017079052
 O.P.R.W.C.T.X.
 AUGUST 25, 2017

REPLAT OF LOT 4
 KELLYVILLE ADDITION
 CAB. 88 SLDS. 99-100
 P.R.W.C.T.X.
 DECEMBER 16, 2005

LAWRENCE JORDAN GABEL JR.
 DOC. NO. 2016077472
 O.P.R.W.C.T.X.
 (5.99 AC.)
 AUGUST 22, 2016

STONEMALL RANCH SECTION 7
 DOC. NO. 2018062678
 O.P.R.W.C.T.X.
 JULY 17, 2018

PROJECT ROYAL LP
 TRACT ONE
 DOC. NO. 2018020896
 O.P.R.W.C.T.X.
 MARCH 9, 2018

EXISTING R.O.W.
 STA. 43+10.67
 216.93' RT

PROPOSED R.O.W. 304.57'
 N11°03'03"W

EXISTING R.O.W.
 STA. 10+214.766.51
 210.00' RT

EXISTING R.O.W.
 STA. 46+15.16
 210.00' RT

EXISTING R.O.W.
 STA. 10,214,766.51
 E = 3,068,213.32

1-STOREY TIN BUILDING
 32.49'
 ASPHALT PARKING LOT
 14,483 SQ. FT.

0.3328 AC.
 14,483 SQ. FT.

U.S. HIGHWAY 183
 (R.O.W. VARIES)

U.S. HIGHWAY 183
 (R.O.W. VARIES)

U.S. HIGHWAY 183
 (R.O.W. VARIES)

LINE	BEARING	DISTANCE
L1	N69°20'57"E	30.11'
L2	S47°55'36"W	36.51'
L3	S69°03'18"W	34.49'

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	113.98'	3900.65'	01°40'27"	56.99'	N15°08'14"W	113.98'

ENGINEER'S BASELINE
 STA. 48+00
 S9°44'50"E 1219.26'
 STA. 40+00

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591

PARCEL PLAT SHOWING
 PARCEL 2
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

LEGEND

- FOUND TxDOT TYPE I MONUMENT, CONCRETE POST
- FOUND TxDOT TYPE II MONUMENT, DISC IN CONCRETE
- FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" I.D. UNLESS NOTED)
- CALCULATED POINT, NOT SET
- MAG NAIL FOUND W/ WASHER STAMPED LANDESIGN
- 1/2" IRON ROD FOUND W/ TxDOT ALUMINUM CAP
- 5/8" IRON ROD SET W/ TxDOT ALUMINUM CAP
- SURVEY PRIMARY CONTROL POINT
- RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- DEED LINE (OWNERSHIP IN COMMON)

LEGEND

- DISTANCE NOT TO SCALE
- PARCEL NUMBER FOR R.O.W. ACQUISITION
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- ESMT. EASEMENT
- D.R.W.C.T.X. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T.X. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T.X. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Form ROW-N-14
(Rev. 07/13)
Page 1 of 3

DEED

US Highway 183 Right of Way

ROW CSJ: 0914-05-192

Parcel No.: 2

Grantor(s), whether one or more: LAWRENCE JORDAN GABEL, JR.

Grantor's Mailing Address (including county):

P.O. Box 789
Cedar Park, Texas 78630
Williamson County

Grantee:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Grantee's Authority:

The Central Texas Regional Mobility Authority is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Central Texas Regional Mobility Authority is also authorized under the Texas Transportation Code to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Attn: General Counsel
3300 N. IH-35, Suite 300
Austin, Texas 78705
Travis County, Texas

Consideration:

The sum of ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED SIXTY and no/100 Dollars (\$113,760.00) and other good and valuable consideration to Grantor in hand paid by the Central Texas Regional Mobility Authority, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

N14

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the highway facility from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the Access Denial Line set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by Grantee or the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Lawrence Jordan Gabel, Jr.

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
_____ by Lawrence Jordan Gabel, Jr., in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas