

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

RESOLUTION NO. 20-041

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective July 29, 2020; and

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 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

CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	KRISTI DAWN MAPLES	CORYELL	76522	KNN2761	TX	1367
2	RANDI RENEE SUTHERLAND	BURNET	78605	JBM4752	TX	1849
3	JOSE ANTONIO JIMENEZRITA TIJERINA JIMENEZ	WILLIAMSON	78641	KBZ0890	TX	1888
4	STEVEN THOMAS FLEMING	TRAVIS	78749	BYS0513	TX	699
5	MEGAN BROOKE BAILEYLESLEIE BROOKE WRIGHT	BEXAR	78217	LVL0046	TX	1039
6	BLAKE ALAN WATSON	WILLIAMSON	78613	LRJ6950	TX	1012
7	GERRICK RAY CRAFT	TRAVIS	78745	KSD3670	TX	456
8	CHRISTOPHER FREDRICK ADAMS	WILLIAMSON	76527	KCD0312	TX	882
9	TRISTAN LEROYCHELL HOCKADAY	TRAVIS	78728	LHT4043	TX	1202
10	HAYDEN B NORMAN	WILLIAMSON	78641	JZW4144	TX	658
11	BRANDY LYNN FOSTER	WILLIAMSON	78717	KKB9142	TX	956
12	CHERI RANAE HAWESROBERT BRUCE HAWES II	WILLIAMSON	78641	HTW8143	TX	692
13	JEREME DILLAN STCRICQ	TRAVIS	78617	KDT6476	TX	1287
14	CRAIG NOEL UROFSKY	BURNET	78611	KDB7633	TX	794
15	SYLVIA LEE CASTILLO	TRAVIS	78748	CXC6048	TX	397
16	MARK CHRISTOPHER BURNS	BURNET	78605	LHG8206	TX	659
17	JAYNEESE G FITZGERALDBILL BRODERICK CUNNINGHAM	TRAVIS	78653	HZK6443	TX	1082
18	VIVIANNA J RAYA	WILLIAMSON	76574	JVM6114	TX	1182
19	BRIANNA LEIGH PRESTONBRANNON LEE PRESTON	WILLIAMSON	78633	KFT7741	TX	845
20	BRANQUIS WYATT	WILLIAMSON	78641	DJ5M622	TX	674
21	ANDREW JACOB SZETELA	WILLIAMSON	78641	GMZ9385	TX	821
22	DELORES YVONNE WYCOFF	TRAVIS	78727	CRD8312	TX	1341
23	SHEENA MARIE HANCOCK	TRAVIS	78724	LMH5096	TX	1322
24	CASEY ANNE HATCH	WILLIAMSON	78750	DY5G293	TX	1188
25	BRANDON DEAN DAVENPORT-JOHNSON	WILLIAMSON	78626	JCR6823	TX	652
26	ERIN AUDREY BUIEPAUL DAVID KIESCHNICK	TRAVIS	78745	HTL1870	TX	236
27	JAYME LYNNAY LIGHT	TRAVIS	78653	LKB5756	TX	1526
28	RICHARD C RODRIGUEZ	WILLIAMSON	78641	DFE4922	TX	751



CTRMA Prohibited Vehicles

29	MICHELLE LEONNA SORRELS	WILLIAMSON	78634	JJG1511	TX	1372
30	SAVANNAH TAYLOR SYFRET	BEXAR	78228	JYV9921	TX	902
31	MATTHEW CHRISTOPHER ALFRED	WILLIAMSON	78641	HRB4214	TX	605
32	MARISSA J RODRIGUEZ	BASTROP	78621	KFK6541	TX	836
33	JAMES DUANE BEESON	WILLIAMSON	78641	LVN7162	TX	865
34	BAYLEE RHODES	WILLIAMSON	78750	GKP1906	TX	806
35	GONZALO TRUJILLO LOPEZGUADALUPE MORALES	TRAVIS	78653	KYV4975	TX	896
36	TAMMY JO DAMALCHERUVU	WILLIAMSON	78613	KBM3476	TX	550
37	JERRY CEPHUSADRIANNA DODD	WILLIAMSON	78665	JBN2980	TX	676
38	BEATRIZ ARCE	TRAVIS	78653	LFM0268	TX	1448
39	KORA MICHELLE JACKSON	TRAVIS	78653	JRG2108	TX	2258
40	RUBBISH INC LLC	TRAVIS	78746	LPV9214	TX	1570
41	ROBERTHAMMOND	NA	NA	AXK6242	WA	885
42	ALEJANDRA TOVAR AGUILAR	WILLIAMSON	76574	GGV0143	TX	1433
43	ELMA NOEMI VASQUEZ	WILLIAMSON	78641	JJF7496	TX	787
44	PETER CASANAVE	WILLIAMSON	78613	FVX2272	TX	1238
45	DOMONICK CARNELL WILLIAMS	TRAVIS	76542	JWJ2690	TX	981
46	GABRIELA FAUSS	WILLIAMSON	78717	GLZ3199	TX	1018
47	MISTY MARIE PARKERERNEST JOSEPH PARKER II	WILLIAMSON	78641	JWJ6899	TX	731
48	MARCIE MASTERS	TRAVIS	78653	HWN6135	TX	812
49	LOGAN MURPHYAMBER ALICIA WHITE	TRAVIS	78653	LXD5555	TX	1679
50	KARISSA COLLEEN WADE	WILLIAMSON	78665	JWH4204	TX	1073
51	ERICA NICOLE RICHARD	BASTROP	78621	DRS2440	TX	1447
52	JOSEPH PATRICK GARCIABARBARA ANN GARCIA	WILLIAMSON	78641	KLV3509	TX	1081
53	TIFFANY TITANIA ALDRIDGE	TRAVIS	78653	KGW4774	TX	933
54	NATHANIEL EDWARD RUGG	WILLIAMSON	78642	JCY1319	TX	963
55	KELSEY LEAH MICHLER	WILLIAMSON	78641	JJD6500	TX	1190
56	MIRANDA EDWARDS	TRAVIS	78758	KLK6920	TX	646
57	PIA R LORENZANA	TRAVIS	78660	HNZ1977	TX	231



CTRMA Prohibited Vehicles

58	NELLIE R FRIEDEL	BASTROP	78957	GFG1397	TX	991
59	KRISTINE LEIGH VIDAURE	NUECES	78412	KGW5509	TX	494
60	CAROL H JOHNSON	HARRIS	77242	1R0ME	TX	1010
61	ERIC ALEXANDER FALCON	TRAVIS	78653	JWH3220	TX	1242
62	DENNIS MATANGIRA	WILLIAMSON	78664	DKH8760	TX	595
63	AARON MATTHEW GLUBCZYNSKIKRISTA AUREL ROWE	TRAVIS	78725	LHT1588	TX	900
64	MOLLY ELIZABETH MEARS	TRAVIS	78653	JGJ3474	TX	989
65	JOE TORRES JRMARY ISABEL TORRES	TRAVIS	78653	HFY9796	TX	894
66	DANIEL DAVID URBAN	WILLIAMSON	78681	JRV5093	TX	827
67	JESSICA PAIGE TUOMALA	WILLIAMSON	78641	HJY5447	TX	877
68	ALEXIS RENEE CANTURITA MARIE CANTU	TRAVIS	78653	LRH8974	TX	1087
69	NAGHMAN SHEIKH	WILLIAMSON	78641	HNZ3654	TX	1136
70	MECO D HARRIS	HAYS	78640	LHT2991	TX	1208
71	JASON ALLEN BARROWS	LEON	75833	HMH2026	TX	567
72	FAUSTINO B LOZANO	TRAVIS	78617	LMH6355	TX	1324
73	ANGELA HARVAT	WILLIAMSON	78646	JRG9869	TX	1098
74	LELA SUZANNE BEAM	BURNET	78605	JKR6305	TX	659
75	TRACY MARIE SKELLEN	WILLIAMSON	78641	HVC5281	TX	559
76	BERTHA RODRIGUEZ RIOSSUGHEY E GAMEZ RODRIGUEZ	TRAVIS	78653	KYV2834	TX	1033
77	JESSE RENEE GONZALES	WILLIAMSON	78641	LVN4285	TX	870
78	GARY HILL HUMPHREY	TRAVIS	78653	CJ3P919	TX	2266
79	DAVID MICHAEL ARREYELAINE FLORES ARREY	TRAVIS	78621	LGT1752	TX	1135
80	ELLIOTT MONROE DREVD AHL	WILLIAMSON	78664	JYV3716	TX	861
81	SHERI DAWN MUSSLEWHITE	WILLIAMSON	78641	DYJ5375	TX	583
82	ANDREA FAITH MENDOZAANTONIO MENDOZA	WILLIAMSON	78641	KFW6158	TX	844
83	ROSALIA LOREDO GUTIERREZ	TRAVIS	78748	KLM0584	TX	600
84	JOSEPH LAWRENCE PARKER	WILLIAMSON	78641	LXG1097	TX	883
85	BETHANY JORGENSON	WILLIAMSON	78641	GYB4157	TX	1322
86	MICHELLE JUNE MCCAULEYANTHONY RAY MCCAULEY	WILLIAMSON	78641	LNW1006	TX	793



CTRMA Prohibited Vehicles

87	JONATHAN KIRK	TRAVIS	78724	KHZ8232	TX	937
88	JOHN ELIAS GUTIERREZBENNICIA DELGADO	WILLIAMSON	78642	KLT2721	TX	559
89	ARIEL ANTOINETTE WILSON	TRAVIS	78660	LJH2243	TX	547
90	PETE ANTHONY ARMENDAREZ	BASTROP	78621	KTP9804	TX	1235
91	STACEY JEANETTE DAVIS	TRAVIS	78754	DSH9059	TX	1667
92	MISTY C SINGLETON	WILLIAMSON	78641	LGV4513	TX	786
93	LEON MENAJOVSKY	WILLIAMSON	79664	CC8T386	TX	606
94	RAYNARD RANDALL MOORE	WILLIAMSON	78664	KNZ4138	TX	827
95	RODNEY THOMAS	TRAVIS	78653	JCD2322	TX	1170
96	JACOB CORONADO	BASTROP	78621	GYZ9220	TX	833
97	ADRIAN EDWARD CARLO	BURNET	78611	LBB4884	TX	866
98	NORMA E GONSALVEZ	TRAVIS	78641	BKY9815	TX	1005
99	HEATHER MARIE FISHER	BASTROP	78621	LLJ6630	TX	845
100	LYNDSEY MICHELLE ASH	BASTROP	78626	JLK8768	TX	695
101	LACIE JEAN JONES	WILLIAMSON	78642	GBC7519	TX	289
102	MATTHEW JASON MILBURN	TRAVIS	78653	JWH5347	TX	815
103	MATTHEW DWAYNE EDWARDS	WILLIAMSON	78642	LGH2597	TX	667
104	SHELLI ANN TURNERREDDIE DEAN TURNER	MILAM	76567	HZK6823	TX	943
105	JENNIFER L STREI	WILLIAMSON	78641	BPR4403	TX	603
106	MARK A ROGERS	WILLIAMSON	78641	DPF0924	TX	611
107	LISA MENDEZCARLOS JOSE TORRES	WILLIAMSON	78641	HBV0780	TX	983
108	ANDREW WILLIAM BROWNCHRISTOPHER WILLIAM BROWN	WILLIAMSON	78729	HKR4768	TX	1001
109	BRENT LEE GOERDEL	WILLIAMSON	78613	CGF3460	TX	550
110	OLLIE JEFFERY	WILLIAMSON	78641	HFK6131	TX	873
111	SAMUEL COOPER LINDSEY	TRAVIS	78702	LFP9939	TX	1489
112	NISSA SUEANN MONTGOMERY	WILLIAMSON	78681	JMF9656	TX	647
113	CHARLES THOMAS THORSON	LEE	78948	LBT7221	TX	1205
114	SHANNON GRIFFIN	TRAVIS	78660	HCL4196	TX	1488
115	PATRICK WAYNE ROACH	WILLIAMSON	78613	JDR6312	TX	558



CTRMA Prohibited Vehicles

116	MONICA TIDA POUL	WILLIAMSON	78641	JDR6302	TX	693
117	GINA CHRISTINE SALAZAR	WILLIAMSON	78645	KSS0134	TX	556
118	LATANYA DELORES GOURDINEANTONIO MAURICE GOURDINE	TRAVIS	78653	HZK4787	TX	1067
119	WILLIAM GRANT MCKINLEY	WILLIAMSON	78613	KTL3285	TX	1005
120	DANIELLE DAY	WILLIAMSON	78634	FJJ8844	TX	710
121	ASHLEIGH MICHAELA TOEPPERWEIN	TRAVIS	78750	LKB3473	TX	766
122	I & D TRUCKING LLC	BASTROP	78617	GGD6664	TX	422
123	ROBERT LEE SOWELLS IIKAREN CHALETTE SOWELLS	WILLIAMSON	78641	LSH5012	TX	969
124	TERRY LOUIS RAFAEL	TRAVIS	78726	JHF0115	TX	1093
125	KARINA NATALY MOLINA AGUILLON	TRAVIS	78727	KTP7924	TX	924
126	ANDRES JULIAN AMADOR	TRAVIS	78725	LML8175	TX	862
127	LAVERNE BRADSHAW	BASTROP	78621	KKC1352	TX	1205
128	BEAU ADAM LESAR	WILLIAMSON	78641	LRH1352	TX	1168
129	SHANNON MCVEY	TRAVIS	78735	JDK0779	TX	123
130	STEVEN THOMAS FLEMING	TRAVIS	78613	AX47780	TX	680
131	NATHAN HENDRICKSSARAH HENDRICKS	WILLIAMSON	78641	CR9X562	TX	1310
132	JENNIFER ELIZABETH PENA	TRAVIS	78748	KXD6054	TX	297
133	TABITHA MARQUEZTYLER GEISSEN	WILLIAMSON	78641	GZS6377	TX	610
134	RENIDA THOMPSON	TRAVIS	78660	GCX8578	TX	1466
135	ANDREW KIRK HAINES	WILLIAMSON	78641	GCZ6774	TX	633
136	STEPHANIE MARIE GREATWOOD	TRAVIS	78653	FFR0155	TX	1294
137	KURT THOMAS BRUNEY	TRAVIS	78759	DMS9242	TX	959
138	MARION LEANN MOODY	WILLIAMSON	78613	CNN9489	TX	571
139	TONYA L JAMES	TRAVIS	78653	HMG5475	TX	1657
140	JOSEY LEE BROUMLEY	BOSQUE	76649	LDB0380	TX	622
141	KRISTEN RACHELLE COMERKENDALL WAYNE HICKS	WILLIAMSON	78641	JLF2192	TX	421
142	ARTURO ELIAS	WILLIAMSON	78681	LFP8627	TX	945
143	JUSTIN DEAN CLARK EVERETT	WILLIAMSON	78642	HWT2589	TX	717
144	MEAGAN SHAY HEFFINGTON	BURNET	78611	LSJ8681	TX	801



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

145	CRYSTAL ALEJO	BASTROP	78621	LDD2017	TX	1440
146	ARMANDO SUAREZ GARCIAIRIS GARCIA	TRAVIS	78747	KSD4105	TX	516
147	CAMBYL MARIE COTTRELL	WILLIAMSON	78729	LDZ3753	TX	1545
148	ANTHONY PAUL LANGE	TRAVIS	78754	DSJ3713	TX	634
149	SHANE PATRICK CAMPBELL	HARRIS	77346	HZW4952	TX	512
150	JAKE BREDER	WILLIAMSON	78642	AY52896	TX	1256
151	TERI GUAJARDO	TRAVIS	78725	LVN1857	TX	643
152	JACOB AARON WELLAUER	WILLIAMSON	78641	KGZ7886	TX	870
153	MICHELLE LEA HANSEN	WILLIAMSON	78642	FYD0426	TX	506
154	EMILY KATHRYN MILLER	BELL	76549	HFT0775	TX	911
155	JOEL DONALD JOHNSON	TRAVIS	78728	KPW3581	TX	283
156	RASHAN LAMEK DUBOSETOINETTE L DUBOSE	TRAVIS	78653	KHM3406	TX	733
157	CHRISTINA KICKLE RENEE	TRAVIS	78747	CXS7670	TX	623
158	JULIE HERRMANN	WILLIAMSON	78641	BW4W161	TX	572
159	MARIA PEREZ	TRAVIS	78617	KRZ4805	TX	1556
160	ARMANDO E SAMANIEGO JR	TRAVIS	78750	FMT0396	TX	1104
161	MARQUINA ANN GILLIAM HICKSRABEKAH BRIANNA HAWKINS	WILLIAMSON	78641	LHF5905	TX	637
162	JENNIFER ELIZABETH ISHMAN	WILLIAMSON	78613	KYT9662	TX	634
163	PATRICE M ISAACKS KAYLIE LAUREN TREADWELL	BASTROP	78621	JYW7483	TX	1786
164	JASMINE HICKENBOTTOM	WILLIAMSON	78613	HCD1044	TX	1299
165	DAISY FLORES ISAAC THEODORE FLORES	WILLIAMSON	78641	GL9XV	TX	1155

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

RESOLUTION NO. 20-042

ACCEPTING THE UNAUDITED FINANCIAL STATEMENTS THROUGH JUNE 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 June 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 unaudited financial statements through June 2020, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 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 - UNAUDITED
For the Period Ending June 30, 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	83,652,694	85.52%	81,738,310
Video Tolls	24,963,459	22,916,773	91.80%	21,098,390
Fee Revenue	7,589,784	10,357,332	136.46%	5,477,573
Total Operating Revenue	130,370,198	116,926,799	89.69%	108,314,272
Other Revenue				
Interest Income	4,000,000	4,173,926	104.35%	5,273,584
Grant Revenue	5,541,945	2,311,664	41.71%	4,932,399
Misc Revenue	2,000	7,622	381.12%	40,514
Gain/Loss on Sale of Asset	-	11,117	-	4,348
Total Other Revenue	9,543,945	6,504,330	68.15%	10,250,845
TOTAL REVENUE	\$139,914,143	\$123,431,129	88.22%	118,565,118
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,469,989	4,188,480	93.70%	4,101,244
Salary Reserve	80,000	-	-	-
TCDRS	632,057	588,455	93.10%	516,006
FICA	204,345	198,043	96.92%	179,004
FICA MED	67,769	61,750	91.12%	55,762
Health Insurance Expense	510,761	436,492	85.46%	391,225
Life Insurance Expense	8,034	7,677	95.55%	7,100
Auto Allowance Expense	10,200	10,200	100.00%	10,200
Other Benefits	122,131	136,650	111.89%	163,629
Unemployment Taxes	2,823	4,574	162.02%	543
Total Salaries and Benefits	6,108,109	5,632,320	92.21%	5,424,714

Central Texas Regional Mobility Authority
Income Statement - UNAUDITED
For the Period Ending June 30, 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	8,348	83.48%	8,411
Auditing	125,000	127,661	102.13%	119,571
Human Resources	40,000	29,076	72.69%	35,013
IT Services	307,700	195,609	63.57%	147,951
Internet	450	215	47.81%	4,445
Software Licenses	123,100	56,991	46.30%	67,710
Cell Phones	23,891	22,655	94.83%	19,662
Local Telephone Service	120,000	97,774	81.48%	7,455
Overnight Delivery Services	550	53	9.68%	99
Local Delivery Services	725	25	3.39%	114
Copy Machine	14,735	15,264	103.59%	16,002
Repair & Maintenance-General	14,200	6,978	49.14%	5,501
Community Meeting/ Events	12,000	-	-	-
Meeting Expense	14,650	14,874	101.53%	10,304
Toll Tag Expense	4,150	2,350	56.63%	2,646
Parking / Local Ride Share	2,800	1,513	54.02%	1,557
Mileage Reimbursement	8,300	2,366	28.51%	4,153
Insurance Expense	256,200	324,036	126.48%	188,488
Rent Expense	720,000	538,012	74.72%	591,991
Building Parking	27,000	15,446	57.21%	5,384
Legal Services	500,000	457,142	91.43%	397,428
Total Administrative and Office Expenses	2,325,451	1,916,387	82.41%	1,633,884
Office Supplies				
Books & Publications	5,000	2,772	55.44%	4,718
Office Supplies	17,000	6,673	39.25%	11,100
Misc Office Equipment	10,250	3,610	35.22%	15,892
Computer Supplies	169,400	98,415	58.10%	59,200
Copy Supplies	3,000	1,573	52.44%	1,557
Other Reports-Printing	8,000	-	-	3,627
Office Supplies-Printed	5,250	3,283	62.53%	3,163
Misc Materials & Supplies	750	-	-	-
Postage Expense	850	396	46.63%	382
Total Office Supplies	219,500	116,722	53.18%	99,639

Central Texas Regional Mobility Authority
Income Statement - UNAUDITED
For the Period Ending June 30, 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	-	-	69,631
Website Maintenance	105,000	31,880	30.36%	44,761
Research Services	770,000	130,804	16.99%	(56,385)
Communications and Marketing	300,500	257,749	85.77%	662,916
Advertising Expense	755,000	438,394	58.07%	989,133
Direct Mail	10,000	-	-	31,663
Video Production	150,000	31,288	20.86%	243,592
Photography	10,000	777	7.77%	7,376
Radio	50,000	3,480	6.96%	83,713
Other Public Relations	140,000	3,918	2.80%	73,751
Promotional Items	20,000	8,875	44.37%	6,470
Annual Report printing	6,500	-	-	4,430
Direct Mail Printing	30,000	-	-	4,261
Other Communication Expenses	56,204	35,253	62.72%	10,761
Total Communications and Public Relations	2,463,204	942,418	38.26%	2,176,073
Employee Development				
Subscriptions	4,725	1,689	35.74%	1,456
Agency Memberships	65,000	52,443	80.68%	43,060
Continuing Education	11,000	1,409	12.81%	385
Professional Development	31,500	9,165	29.10%	11,986
Other Licenses	800	731	91.37%	658
Seminars and Conferences	45,855	21,781	47.50%	27,225
Travel	130,810	85,052	65.02%	89,834
Total Employee Development	289,690	172,269	59.47%	174,604
Financing and Banking Fees				
Trustee Fees	52,000	53,763	103.39%	42,738
Bank Fee Expense	6,500	1,477	22.73%	2,423
Continuing Disclosure	15,000	3,634	24.23%	3,500
Arbitrage Rebate Calculation	10,000	10,225	102.25%	8,395
Rating Agency Expense	30,000	104,000	346.67%	16,000
Total Financing and Banking Fees	113,500	173,099	152.51%	73,056
Total Administrative	5,411,345	3,320,895	61.37%	4,157,256

Central Texas Regional Mobility Authority
Income Statement - UNAUDITED
For the Period Ending June 30, 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	306,958	104.41%	163,689
GEC-Financial Planning Support	285,000	254,490	89.29%	96,019
GEC-Toll Ops Support	1,498,223	1,026,203	68.49%	268,415
GEC-Roadway Ops Support	1,404,000	1,082,479	77.10%	710,489
GEC-Technology Support	1,028,000	844,713	82.17%	650,463
GEC-Public Information Support	325,000	311,072	95.71%	10,300
GEC-General Support	2,221,000	1,694,231	76.28%	1,917,581
General System Consultant	1,318,627	1,237,298	93.83%	408,830
Traffic Modeling	150,000	-	-	199,782
Traffic and Revenue Consultant	300,000	318,687	106.23%	188,006
Total Operations and Maintenance Consulting	8,823,850	7,076,132	80.19%	4,613,575
Roadway Operations and Maintenance				
Roadway Maintenance	4,400,000	3,907,098	88.80%	3,257,787
Signal & Illumination Maint	-	53,517	-	-
Maintenance Supplies-Roadway	237,000	75,755	31.96%	18,976
Tools & Equipment Expense	1,500	885	58.99%	498
Gasoline	21,600	12,226	56.60%	14,550
Repair & Maintenance - Vehicles	4,000	7,577	189.42%	4,570
Natural Gas	-	1,486	-	-
Electricity - Roadways	250,000	186,998	74.80%	158,642
Total Roadway Operations and Maintenance	4,914,100	4,245,542	86.40%	3,455,023
Toll Processing and Collection Expense				
Image Processing	3,392,460	1,739,662	51.28%	1,745,737
Tag Collection Fees	7,283,817	5,541,239	76.08%	5,674,517
Court Enforcement Costs	50,001	-	-	7,875
DMV Lookup Fees	999	221	22.08%	1,070
Total Processing and Collection Expense	10,727,277	7,281,122	67.87%	7,429,198

Central Texas Regional Mobility Authority
Income Statement - UNAUDITED
For the Period Ending June 30, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Toll Operations Expense				
Generator Fuel	2,500	2,736	109.44%	3,555
Fire and Burglar Alarm	599	493	82.38%	484
Refuse	1,500	1,695	112.99%	1,389
Telecommunications	-	-	-	69,153
Water - Irrigation	10,000	4,312	43.12%	4,213
Electricity	2,500	492	19.66%	1,058
ETC spare parts expense	25,000	8,272	33.09%	5,573
Repair & Maintenance Toll Equip	150,000	48,308	32.21%	-
Law Enforcement	274,998	45,855	16.67%	200,870
ETC Maintenance Contract	4,524,237	3,100,824	68.54%	2,170,881
ETC Toll Management Center System Operation	402,587	11,433	2.84%	-
ETC Development	2,361,999	945,656	40.04%	939,309
ETC Testing	252,999	114,343	45.19%	52,536
Total Toll Operations Expense	8,008,919	4,284,419	53.50%	3,449,021
Total Operations and Maintenance	32,474,146	22,887,215	70.48%	18,946,816
Other Expenses				
Special Projects and Contingencies				
HERO	150,000	135,510	90.34%	147,829
Special Projects	400,001	153,760	38.44%	79,722
71 Express Net Revenue Payment	4,500,000	3,990,145	88.67%	2,409,394
Customer Relations	-	-	-	931,013
Technology Initiatives	525,000	458,016	87.24%	243,580
Other Contractual Svcs	150,000	161,500	107.67%	214,048
Contingency	400,000	10,000	2.50%	-
Total Special Projects and Contingencies	6,125,001	4,908,932	80.15%	4,025,585

Central Texas Regional Mobility Authority
Income Statement - UNAUDITED
For the Period Ending June 30, 2020

	Budget Amount FY 2020	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	771,625	969,309	125.62%	428,768
Amort Expense - Refund Savings	1,050,000	1,049,967	100.00%	1,043,810
Dep Exp - Furniture & Fixtures	2,620	2,614	99.76%	2,614
Dep Expense - Equipment	16,000	44,898	280.61%	15,999
Dep Expense - Autos & Trucks	40,500	34,219	84.49%	29,015
Dep Expense - Building & Toll Fac	176,800	176,748	99.97%	166,437
Dep Expense - Highways & Bridges	38,568,000	33,228,260	86.15%	25,197,996
Dep Expense - Toll Equipment	3,670,250	3,620,454	98.64%	2,715,236
Dep Expense - Signs	326,200	844,751	258.97%	330,546
Dep Expense - Land Improvements	884,935	958,678	108.33%	811,190
Depreciation Expense - Computers	9,600	103,374	1076.82%	9,234
Total Non Cash Expenses	45,516,530	41,033,271	90.15%	30,750,844
Total Other Expenses	51,641,531	45,942,203	88.96%	34,776,429
Non Operating Expenses				
Bond Issuance Expense	250,000	1,587,044	634.82%	2,481,672
Loan Fee Expense	75,000	27,000	36.00%	47,619
Interest Expense	43,741,254	38,140,491	87.20%	34,554,103
Community Initiatives	325,000	165,533	50.93%	74,351
Total Non Operating Expenses	44,391,254	39,920,068	89.93%	37,157,745
TOTAL EXPENSES	\$140,026,385	\$117,702,701	84.06%	\$100,462,960
Net Income	(\$112,242)	\$5,728,428		18,102,157

Central Texas Regional Mobility Authority
Balance Sheet - UNAUDITED
as of June 30, 2020

	as of 06/30/2020	as of 06/30/2019
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 164,675	\$ 151,677
Cash in TexStar	2,239,990	334,398
Regions Payroll Account	46,164	141,821
Restricted Cash		
Goldman Sachs FSGF 465	146,012,168	240,831,479
Restricted Cash - TexSTAR	290,837,724	143,448,256
Overpayments account	719,480	435,615
Total Cash and Cash Equivalents	440,020,201	385,343,247
Accounts Receivable		
Accounts Receivable	2,770,089	2,776,451
Due From Other Agencies	49,837	66,730
Due From TTA	812,474	1,251,311
Due From NTTA	730,218	914,040
Due From HCTRA	1,728,308	1,094,548
Due From TxDOT	3,418,284	6,242,909
Interest Receivable	227,930	782,617
Total Receivables	9,737,139	13,128,607
Short Term Investments		
Treasuries	9,855,135	89,574,968
Agencies	10,144,865	69,850,582
Total Short Term Investments	20,000,000	159,425,550
Total Current Assets	469,757,340	557,897,404
Total Construction in Progress	634,023,651	808,077,502
Fixed Assets (Net of Depreciation and Amortization)		
Computers	478,952	20,899
Computer Software	3,372,850	602,879
Furniture and Fixtures	7,405	10,019
Equipment	4,624	10,873
Autos and Trucks	73,419	68,755
Buildings and Toll Facilities	4,770,514	4,947,262
Highways and Bridges	1,193,486,464	872,588,370
Toll Equipment	22,873,248	16,465,097
Signs	13,034,067	10,481,447
Land Improvements	7,969,137	8,927,815
Right of way	88,149,606	88,149,606
Leasehold Improvements	136,997	180,863
Total Fixed Assets	1,334,357,284	1,002,453,885
Other Assets		
Intangible Assets-Net	101,157,576	102,421,148
2005 Bond Insurance Costs	3,860,941	4,074,449
Prepaid Insurance	257,675	200,167
Deferred Outflows (pension related)	866,997	866,997
Pension Asset	177,226	177,226
Total Other Assets	106,320,415	107,739,987
Total Assets	\$ 2,544,458,689	\$ 2,476,168,778

Central Texas Regional Mobility Authority
Balance Sheet - UNAUDITED
as of June 30, 2020

	as of 06/30/2020	as of 06/30/2019
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 21,129,485	\$ 26,347,558
Construction Payable	21,017,834	354,567
Overpayments	722,663	401,467
Interest Payable	28,408,394	27,687,951
Deferred Compensation Payable	-	11,340
TCDRS Payable	105,411	94,748
Due to other Agencies	2,845	4,100,570
Due to TTA	-	657,700
Due to NTTA	53,246	239,401
Due to HCTRA	-	82,436
Due to Other Entities	904,851	1,039,946
71E TxDOT Obligation - ST	1,268,601	1,723,140
Total Current Liabilities	73,613,331	62,740,824
Long Term Liabilities		
Compensated Absences	543,329	541,425
Deferred Inflows (pension related)	206,675	206,675
Long Term Payables	750,004	748,100
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	75,463,489	77,280,699
Senior Lien Revenue Bonds 2011	17,452,076	16,404,988
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	4,476,749	6,297,782
Sn Lien Revenue Bnd Prem 2015	18,384,339	19,580,844
Sn Lien Put Bnd Prem 2015	-	1,862,854
Senior lien premium 2016 revenue bonds	43,080,679	47,377,385
Sn Lien Revenue Bond Premium 2018	3,682,937	3,949,510
Senior Lien Revenue Bond Premium 2020A	11,670,531	-
Total Senior Lien Revenue Bonds	1,126,375,799	1,079,109,061
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	960,445	1,391,142
Sub Refunding 2016 Prem/Disc	7,453,040	8,298,236
Sub Lien BANS 2018 Premium	793,700	1,322,833
Total Sub Lien Revenue Bonds	224,662,185	229,232,211
Other Obligations		
TIFIA Note 2015	297,022,689	230,302,177
TIFIA Note 2019	51,917	50,414
SIB Loan 2015	34,369,185	33,034,828
State Highway Fund Loan 2015	34,389,215	33,034,858
State 45SW Loan	-	57,420,370
71E TxDOT Obligation - LT	60,728,211	60,728,211
Regions 2017 MoPAC Note	24,990,900	24,990,900
Total Other Obligations	451,552,118	439,561,757
Total Long Term Liabilities	1,803,340,106	1,748,651,130
Total Liabilities	1,876,953,436	1,811,391,953

Central Texas Regional Mobility Authority
Balance Sheet - UNAUDITED
as of June 30, 2020

	as of 06/30/2020	as of 06/30/2019
	NET ASSETS	
Contributed Capital	121,462,104	121,202,391
Net Assets Beginning	543,360,598	527,520,601
Current Year Operations	<u>2,682,551</u>	<u>16,053,832</u>
Total Net Assets	<u>667,505,253</u>	<u>664,776,825</u>
Total Liabilities and Net Assets	<u>\$ 2,544,458,689</u>	<u>\$ 2,476,168,778</u>

Central Texas Regional Mobility Authority
Statement of Cash Flow - UNAUDITED
as of June 30, 2020

Cash flows from operating activities:

Receipts from toll revenues	\$ 117,260,150
Receipts from interest income	2,825,522
Payments to vendors	(37,347,984)
Payments to employees	(5,631,094)
Net cash flows provided by (used in) operating activities	77,106,594

Cash flows from capital and related financing activities:

Proceeds from notes payable	56,304,164
Interest payments	(55,933,209)
Acquisitions of construction in progress	(184,038,227)
Net cash flows provided by (used in) capital and related financing activities	(186,667,272)

Cash flows from investing activities:

Purchase of investments	(281,846,351)
Proceeds from sale or maturity of investments	271,976,841
Net cash flows provided by (used in) investing activities	(9,652,843)
Net increase (decrease) in cash and cash equivalents	(119,213,520)
Cash and cash equivalents at beginning of period	241,560,543
Cash and cash equivalents at end of period	\$ 122,347,022

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

Operating income	\$ 42,373,633
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	39,983,305
Changes in assets and liabilities:	
(Increase) decrease in prepaid expenses and other assets	(57,508)
(Decrease) increase in accounts payable	419,588
Increase (decrease) in accrued expenses	(5,612,424)
Total adjustments	34,732,961
Net cash flows provided by (used in) operating activities	\$ 77,106,594

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$ 930,319
Restricted cash and cash equivalents	121,416,703
Total	\$ 122,347,022

INVESTMENTS by FUND

		Balance June 30, 2020		
Renewal & Replacement Fund				
TexSTAR	402,992.09		TexSTAR	293,077,713.89
Goldman Sachs	15,106.49		Goldman Sachs	121,997,833.38
Agencies/ Treasuries		418,098.58	Agencies & Treasury Notes	20,000,000.00
Grant Fund				\$ 435,075,547.27
TexSTAR	4,451,053.23			
Goldman Sachs	5,624,007.23			
Agencies/ Treasuries	-	10,075,060.46		
Senior Debt Service Reserve Fund				
TexSTAR	66,529,901.30			
Goldman Sachs	17,652,572.05			
Agencies/ Treasuries	-	84,182,473.35		
2010 Senior Lien DSF				
Goldman Sachs	60,609.40	60,609.40		
2011 Debt Service Acct				
Goldman Sachs	788,889.74	788,889.74		
2013 Sr Debt Service Acct				
Goldman Sachs	5,215,059.10	5,215,059.10		
2013 Sub Debt Service Account				
Goldman Sachs	3,632,134.74	3,632,134.74		
2015 Sr Capitalized Interest				
Goldman Sachs	-	17,789,136.58		
TexSTAR	17,789,136.58			
2015 State Highway Fund DSA				
Goldman Sachs	687,392.65	687,392.65		
2015 SIB DSA				
Goldman Sachs	687,392.65	687,392.65		
2015B Debt Service Account				
Goldman Sachs	2,132,888.91	2,132,888.91		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	12,952,755.81	12,952,755.81		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,882,435.00	1,882,435.00		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	4,989,692.79			
Agencies/ Treasuries	-	4,989,692.79		
Operating Fund				
TexSTAR	2,239,990.19			
TexSTAR-Trustee	1,072,808.44			
Goldman Sachs	238,376.53	3,551,175.16		
Revenue Fund				
Goldman Sachs	3,161,447.57	3,161,447.57		
General Fund				
TexSTAR	56,124,826.35			
Goldman Sachs	3,464,520.90	79,589,347.25		
Agencies/ Treasuries	20,000,000.00			
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,279,451.89			
Goldman Sachs	3,647,652.72	8,927,104.61		
71E Revenue Fund				
Goldman Sachs	12,415,981.77	12,415,981.77		
MoPac Revenue Fund				
Goldman Sachs	64,775.97	64,775.97		
MoPac General Fund				
Goldman Sachs	15,140,919.20	15,140,919.20		
MoPac Operating Fund				
Goldman Sachs	1,750,116.51	1,750,116.51		
MoPac Loan Repayment Fund				
Goldman Sachs	36,435.07	36,435.07		
2015B Project Account				
Goldman Sachs	15,967,560.17			
Agencies/ Treasuries	-			
TexSTAR	26,328,901.42	42,296,461.59		
2015 TIFIA Project Account				
Goldman Sachs	620,905.30			
TexSTAR	77,354,885.31			
Agencies/ Treasuries	-	77,975,790.61		
2011 Sr Financial Assistance Fund				
Goldman Sachs	0.00	12,273,370.11		
TexSTAR	12,273,370.11			
2018 Sr Lien Project Cap I				
Goldman Sachs	5,738,077.24	5,738,077.24		
2018 Sr Lien Project Account				
Goldman Sachs	133,551.75			
TexSTAR	23,230,396.98	23,363,948.73		
2018 Sub Debt Service Account				
Goldman Sachs	921,396.53	921,396.53		
2019 TIFIA Sub Lien Project Account				
Goldman Sachs	50,947.72	50,947.72		
2020A Senior Lien Debt Service Acct				
Goldman Sachs	1,110,254.14	1,110,254.14		
2020 SH 45SW Project Account				
Goldman Sachs	1,213,977.73	1,213,977.73		
		\$ 435,075,547.27		

CTRMA INVESTMENT REPORT

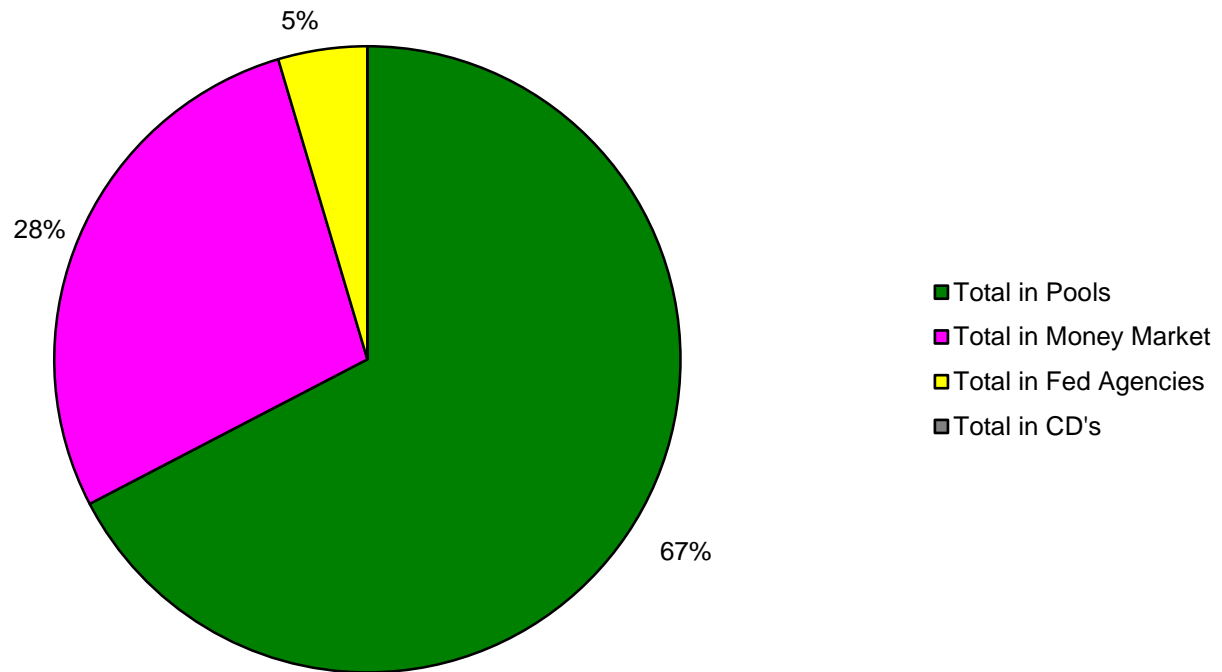
Month Ending 6/30/2020						
Balance 6/1/2020	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 6/30/2020	Rate June
Amount in Trustee TexStar						
2011 Sr Lien Financial Assist Fund			1,991.13		12,273,370.11	0.1974%
2013 Sub Lien Debt Service Reserve			856.48		5,279,451.89	0.1974%
General Fund			9,105.16		56,124,826.35	0.1974%
Trustee Operating Fund	3,000,000.00		321.73	4,000,000.00	1,072,808.44	0.1974%
Renewal and Replacement			65.38		402,992.09	0.1974%
Grant Fund			722.10		4,451,053.23	0.1974%
Senior Lien Debt Service Reserve Fund			10,793.21		66,529,901.30	0.1974%
2015A Sr Ln Project Cap Interest			2,885.95		17,789,136.58	0.1974%
2015B Sr Ln Project			4,271.35		26,328,901.42	0.1974%
2015C TIFIA Project			13,682.79	11,000,000.00	77,354,885.31	0.1974%
2018 Sr Lien Project Account			4,051.19	5,745,000.00	23,230,396.98	0.1974%
308,533,977.23	3,000,000.00		48,746.47	20,745,000.00	290,837,723.70	
Amount in TexStar Operating Fund						
239,940.26	4,000,000.00		49.93	2,000,000.00	2,239,990.19	0.1974%
Goldman Sachs						
Operating Fund	3,080,929.77		29.25	3,028,317.53	238,376.53	0.1545%
2020 SH 45SW Project Account			365.98	1,066,046.22	1,213,977.73	0.1545%
2020A Senior Lien Debt Service Acct	277,504.69		110.63		1,110,254.14	0.1545%
2015B Project Account			2,559.78		15,967,560.17	0.1545%
2015C TIFIA Project Account	11,000,000.00		920.03	12,211,243.27	620,905.30	0.1545%
2011 Sr Financial Assistance Fund			0.00		0.00	0.1545%
2010 Senior DSF			9.72		60,609.40	0.1545%
2011 Senior Lien Debt Service Acct			126.47		788,889.74	0.1545%
2013 Senior Lien Debt Service Acct	864,285.37		626.27		5,215,059.10	0.1545%
2013 Sub Debt Service Reserve Fund			584.76		3,647,652.72	0.1545%
2013 Subordinate Debt Service Acct	605,199.10		435.39		3,632,134.74	0.1545%
2015 Sub Lien SIB DSA	343,691.85	343,691.85	8.95		687,392.65	0.1545%
2015 Sub Lien SHF DSA	343,691.85	343,691.85	8.95		687,392.65	0.1545%
2015B Debt Service Acct	353,072.04		256.24		2,132,888.91	0.1545%
2016 Sr Lien Rev Refunding Debt Service Account	1,906,419.90		1,613.78		12,952,755.81	0.1545%
2016 Sub Lien Rev Refunding Debt Service Account	312,220.82		226.00		1,882,435.00	0.1545%
2016 Sub Lien Rev Refunding DSR			1,120.53		4,989,692.79	0.1545%
2018 Sr Lien Project Cap I			919.85		5,738,077.24	0.1545%
2018 Sr Lien Project Account	6,630,520.60		45.05	6,620,366.70	133,551.75	0.1545%
2018 Sub Debt Service Account	145,574.33		112.38		921,396.53	0.1545%
2019 TIFIA Sub Lien Project Account			8.17		50,947.72	0.1545%
Grant Fund			901.59		5,624,007.23	0.1545%
Renewal and Replacement			2.42		15,106.49	0.1545%
Revenue Fund	9,407,913.57		432.17	9,510,997.18	3,161,447.57	0.1545%
General Fund	308,890.83		1,658.99	4,137,430.68	3,464,520.90	0.1545%
Senior Lien Debt Service Reserve Fund			2,829.91		17,652,572.05	0.1545%
71E Revenue Fund	499,867.38		1,883.49	97,555.09	12,415,981.77	0.1545%
MoPac Revenue Fund	133,137.24		133.24	91,800.61	64,775.97	0.1545%
MoPac General Fund			2,358.42	201,396.01	15,140,919.20	0.1545%
MoPac Operating Fund	181,635.61		292.52	318,377.39	1,750,116.51	0.1545%
MoPac Loan Repayment Fund	36,433.98		1.09	42,006.46	36,435.07	0.1545%
122,871,799.57	36,430,988.93	0.00	20,582.02	37,325,537.14	121,997,833.38	
Amount in Fed Agencies and Treasuries						
Amortized Principal		0.00		0.00	20,000,000.00	
		0.00		0.00	20,000,000.00	
Certificates of Deposit						
Total in Pools	7,000,000.00		48,796.40	22,745,000.00	293,077,713.89	
Total in GS FSGF	36,430,988.93		20,582.02	37,325,537.14	121,997,833.38	
Total in Fed Agencies and Treasuries		0.00		0.00	20,000,000.00	
Total Invested	43,430,988.93	0.00	69,378.42	60,070,537.14	435,075,547.27	

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

6/30/2020

Allocation of Funds



Amount of Investments As of June 30, 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	20,131,052.00	2.5995%	3/11/2019	9/25/2020	General Fund
		<u>20,000,000.00</u>	<u>20,000,000.00</u>	<u>20,131,052.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	6/30/2020			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
		<u>20,000,000.00</u>	<u>-</u>	<u>20,000,000.00</u>	<u>20,000,000.00</u>		<u>43,333.33</u>	<u>-</u>	<u>43,333.33</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	20,777,937.97		3,501.86	1,335,579.47	19,445,860.36

Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	284,661.62		45.73	72,000.30	212,707.05

Berstrom Expressway 183S Escrow Account

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	206,350.60		33.09		206,383.69

Travis County Escrow Fund - Old San Antonio Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	435,512.00		38.56	99,811.37	335,739.19

Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	435,512.00		38.56	98,284.61	337,265.95

Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	785,400.00		69.54	61,054.61	724,414.93

Travis County Escrow Fund - South Pleasant Valley Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	408,000.00		36.13	251.08	407,785.05

Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	255,000.00		22.58	502.17	254,520.41

Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2020</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2020</u>
Goldman Sachs	90,253.00		7.99	603.34	89,657.65



183 South Design-Build Project
Contingency Status
 June 30, 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 (18)	\$2,355,313
	CO#21 Wall 125 Differing Site Condition - Part A	\$1,263,577
	CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders	\$8,275,310
Change Orders Under Negotiation	\$5,020,000	
Potential Contractual Obligations	\$19,060,000	

(-) Total Obligations	\$32,355,310
------------------------------	---------------------

Remaining Project Contingency	\$15,504,690
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290E Ph. III
Contingency Status
 June 30, 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 (8)	\$152,949
	Executed Change Orders	\$152,949
	Change Orders Under Negotiation	\$274,000
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,286,949
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Remaining Mobility Authority Contingency	\$8,402,569
Remaining TxDOT Contingency	\$15,236,961



PERFORMANCE

As of June 30, 2020

Current Invested Balance	\$9,671,601,669.74
Weighted Average Maturity (1)	31 Days
Weighted Average Maturity(2)	112 Days
Net Asset Value	1.000253
Total Number of Participants	927
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$2,062,522.19
Management Fee Collected	\$484,688.74
% of Portfolio Invested Beyond 1 Year	8.59%
Standard & Poor's Current Rating	AAAm

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

June Averages

Average Invested Balance	\$9,724,961,428.70
Average Monthly Yield, on a simple basis	0.1974%
Average Weighted Maturity (1)*	33 Days
Average Weighted Life (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 instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

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

NEW PARTICIPANTS

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

- * Canyon Falls Municipal Utility District No. 1
- * Canyon Falls Water Control & Improvement District No. 2
- * Denton County Fresh Water Supply District No. 11-A

ECONOMIC COMMENTARY

Market review

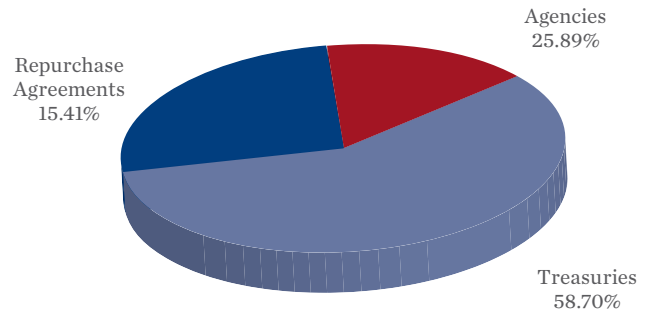
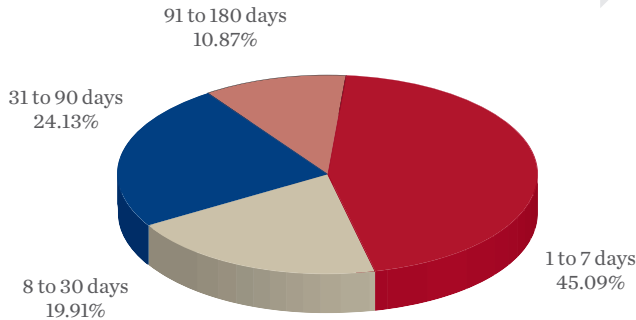
The first half of 2020 certainly defied expectations. Markets had just begun to improve at the end of the first quarter, after the outbreak of COVID-19, subsequent government mandated lockdowns and travel restrictions brought the economy to a halt. As the US Government and the Federal Reserve (Fed) intervened forcefully and quickly with aid packages and monetary policy of unprecedented size and scope, the growth of coronavirus cases began to slow. Markets reacted quickly in the second quarter as investors began to price in a recovery for an economy that had previously been on solid footing before the pandemic began. By June 30th, the S&P 500 was up 20.5% for the quarter, interest rates were at or near their all-time lows and credit spreads had recovered substantially all of their spread widening. Thanks in part to the government stimulus programs, economic activity revived more quickly and energetically than market participants had anticipated. Impressive jobs and consumption data pointed to significant pent up demand and a strong initial rebound from the dramatic collapse in economic activity.

The recovery likely began in May, with real consumer spending increasing a record 8.1% and consumer confidence, as measured by the Conference Board consumer confidence index, climbing to 98.1 in June from 85.9 in May. This strength was echoed in the June employment report, which revealed that the economy added 4.8 million jobs, 1.8 million more than expected. The unemployment rate declined to 11.1% from May's 13.3%. That being said, the level of employment remains almost 15 million below where it was in February, but the speed of the improvement was impressive. During this period, short term markets recovered substantially as risk aversion cooled and money flowed back into prime money market funds. Meanwhile net U.S. Treasury bill issuance increased given the enormous aid package provided by the U.S. Government. The U.S. 3-month Treasury bill yield rose 5 bps during the quarter to end at 0.14%, while the 12-month Treasury bill yield ended down 1 bp at 0.15%.

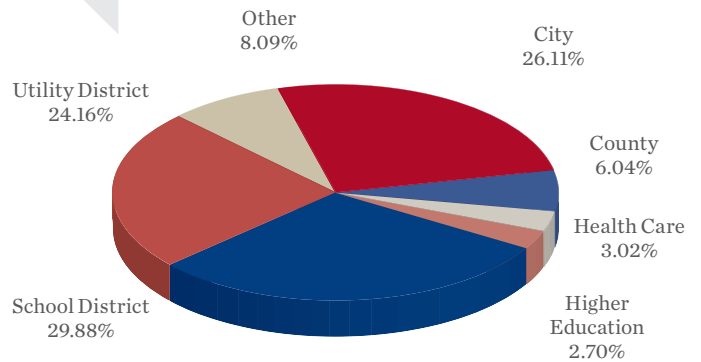
(continued page 4)

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF JUNE 30, 2020



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JUNE 30, 2020



HISTORICAL PROGRAM INFORMATION

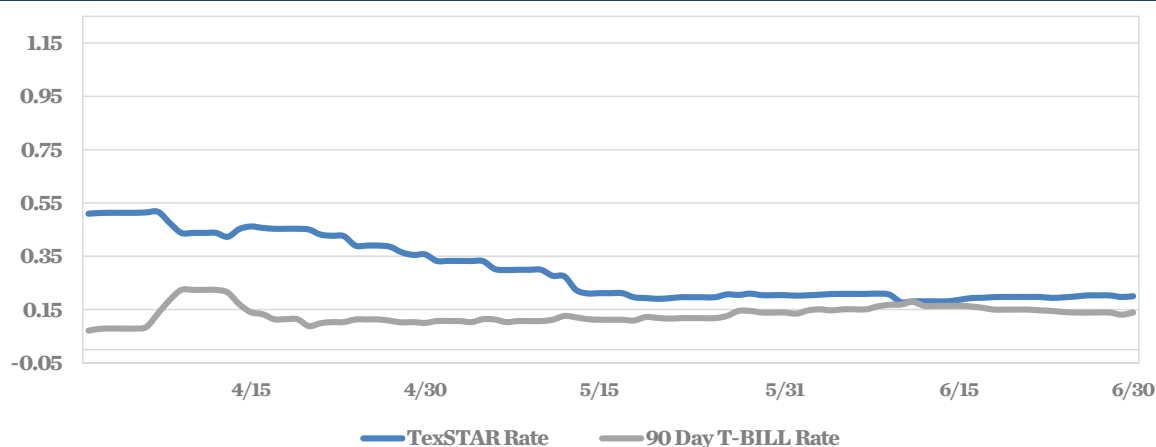
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)*	WAM (2)*	NUMBER OF PARTICIPANTS
Jun 20	0.1974%	\$9,671,601,669.74	\$9,674,049,521.47	1.000253	33	108	927
May 20	0.2444%	9,711,678,322.09	9,714,791,961.71	1.000320	29	103	924
Apr 20	0.4447%	9,402,508,666.82	9,406,011,209.34	1.000372	27	111	923
Mar 20	0.9570%	8,656,111,186.51	8,662,045,828.91	1.000685	27	108	922
Feb 20	1.5641%	9,669,676,298.74	9,671,875,580.06	1.000213	32	84	921
Jan 20	1.5514%	9,728,196,391.64	9,728,681,551.87	1.000027	33	96	920
Dec 19	1.5643%	8,550,355,101.35	8,550,086,726.49	0.999959	36	110	918
Nov 19	1.6177%	8,004,510,359.61	8,003,923,189.55	0.999918	30	109	917
Oct 19	1.8510%	8,148,867,422.02	8,148,521,034.89	0.999957	24	109	915
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

PORTFOLIO ASSET SUMMARY AS OF JUNE 30, 2020

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 176.52	\$ 176.52
Accrual of Interest Income	4,554,973.96	4,554,973.96
Interest and Management Fees Payable	(2,107,054.03)	(2,107,054.03)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,489,672,999.97	1,489,672,999.97
Government Securities	8,179,480,573.32	8,181,928,425.05
TOTAL	\$ 9,671,601,669.74	\$ 9,674,049,521.47

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

TEXSTAR VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR JUNE 2020

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)*	WAL DAYS (2)*
6/1/2020	0.2023%	0.000005542	\$9,807,740,689.04	1.000320	31	99
6/2/2020	0.2038%	0.000005583	\$9,838,492,325.43	1.000314	33	101
6/3/2020	0.2058%	0.000005639	\$9,810,313,433.24	1.000296	34	101
6/4/2020	0.2084%	0.000005709	\$9,911,129,040.48	1.000295	35	104
6/5/2020	0.2090%	0.000005725	\$9,797,772,090.84	1.000286	34	103
6/6/2020	0.2090%	0.000005725	\$9,797,772,090.84	1.000286	34	103
6/7/2020	0.2090%	0.000005725	\$9,797,772,090.84	1.000286	34	103
6/8/2020	0.2098%	0.000005748	\$9,751,476,177.80	1.000280	35	102
6/9/2020	0.2063%	0.000005652	\$9,721,344,482.21	1.000296	36	107
6/10/2020	0.1779%	0.000004875	\$9,730,641,978.53	1.000283	35	106
6/11/2020	0.1808%	0.000004953	\$9,719,284,635.26	1.000290	36	111
6/12/2020	0.1811%	0.000004963	\$9,788,609,131.39	1.000277	34	108
6/13/2020	0.1811%	0.000004963	\$9,788,609,131.39	1.000277	34	108
6/14/2020	0.1811%	0.000004963	\$9,788,609,131.39	1.000277	34	108
6/15/2020	0.1866%	0.000005111	\$9,931,291,683.91	1.000267	34	106
6/16/2020	0.1931%	0.000005290	\$9,915,120,091.56	1.000271	33	108
6/17/2020	0.1943%	0.000005324	\$9,841,742,526.05	1.000270	32	108
6/18/2020	0.1968%	0.000005393	\$9,763,751,494.23	1.000278	33	109
6/19/2020	0.1975%	0.000005412	\$9,666,627,423.40	1.000264	32	114
6/20/2020	0.1975%	0.000005412	\$9,666,627,423.40	1.000264	32	114
6/21/2020	0.1975%	0.000005412	\$9,666,627,423.40	1.000264	32	114
6/22/2020	0.1973%	0.000005406	\$9,678,521,670.77	1.000269	32	113
6/23/2020	0.1940%	0.000005315	\$9,668,237,013.51	1.000266	31	114
6/24/2020	0.1960%	0.000005370	\$9,600,101,027.93	1.000269	34	114
6/25/2020	0.1990%	0.000005462	\$9,715,178,057.99	1.000265	33	112
6/26/2020	0.2032%	0.000005567	\$9,468,491,403.39	1.000269	32	112
6/27/2020	0.2032%	0.000005567	\$9,468,491,403.39	1.000269	32	112
6/28/2020	0.2032%	0.000005567	\$9,468,491,403.39	1.000269	32	112
6/29/2020	0.1974%	0.000005409	\$9,508,374,716.28	1.000270	31	111
6/30/2020	0.2003%	0.000005487	\$9,671,601,669.74	1.000253	31	112
Average	0.1974%	0.000005409	\$9,724,961,428.70		33	108



(continued from page 1)

Outlook

With the Fed moving quickly and decisively, and the U.S. Government providing significant aid and support to businesses and consumers, what followed was a commitment of fiscal support at a speed and scale never before seen in peacetime, matched by an extension of Fed intervention in asset markets unimaginable just a few weeks earlier. We estimate that \$17.1 trillion in global policy response has been committed: \$6.2 trillion in quantitative ease, \$3.5 trillion in direct fiscal stimulus (grants) and \$7.4 trillion in indirect fiscal stimulus (loans). Impressively, these policy responses were created and deployed in a matter of weeks, whereas the entirety of the global financial crisis policy response took years to deploy and was about one-third the size.

A tremendous amount of damage has been done. Many parts of the economy will need to rethink their business models, including anything that involves large gatherings of people. Sporting events will proceed without fans, businesses will return to offices with only a fraction of their staffs and the knock-on effect on businesses that are reliant on a full reopening will be severe. We expect a persistent social distancing drag, and considerable scarring from the sudden stop in activity. The road to recovery will be long and challenging. Inflation will remain low and unemployment will be unacceptably high. We are concerned about approaching fiscal cliffs in the U.S. as support packages lapse and whether a new round of layoffs could ensue if business owners need to resize their workforces for diminished consumer activity. In addition, an escalation of US-China tensions could also weigh on the recovery and reinfection rates are starting to rise while a vaccine and/or treatment will still take time.

We believe we are seeing the deepest and shortest recession that anyone has experienced. The latest public health developments with infection rates spiking again in many states may add some downside risk to this outlook as there could be a pullback in economic activity. Fed Chairman Jerome Powell stressed to Congress Tuesday that getting the coronavirus under control was vital as the U.S. economy rebound. This is no time for policymakers to rest on their laurels. They must agree to the next round of fiscal support, and the Fed needs to be committed to maintaining enormous levels of accommodation. There are encouraging signs as Congress looks to another CARES package... while the Fed points to years of ultra-low rates and large-scale asset purchases.

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

TEXSTAR BOARD MEMBERS

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

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



This resolution repeals Resolution No. 20-018 dated March 25, 2020

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

RESOLUTION NO. 20-043

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

FINDINGS AND DETERMINATIONS

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

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

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

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

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

ARTICLE II

ISSUANCE OF 2020 SENIOR LIEN OBLIGATIONS; APPROVAL OF DOCUMENTS

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

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

ARTICLE III

ISSUANCE OF 2020 SUBORDINATE LIEN OBLIGATIONS; APPROVAL OF DOCUMENTS

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

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

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

ARTICLE IV

APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

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

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

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

- (i) the aggregate principal amount of the 2020 Senior Lien Obligations to be issued shall not exceed \$220,000,000; and
- (ii) the aggregate principal amount of the 2020 Subordinate Lien Obligations to be issued shall not exceed \$120,000,000; and
- (iii) each series of 2020 Obligations shall not bear interest at a true interest rate greater than 5.00%; and
- (iv) each series of 2020 Obligations shall mature not later than January 1, 2045; and
- (v) the refunding of the 2013A Refunded Bonds shall result in a net present value savings of not less than 5.00% of the principal amount of the 2013A Refunded Bonds being refunded; and
- (vi) the refunding of the 2013 Subordinate Lien Refunded Bonds shall result in a net present value savings of not less than 4.00% of the principal amount of the 2013 Subordinate Lien Refunded Bonds being refunded.

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

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

Section 4.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article IV of this Resolution shall expire at 5:00 p.m. Central Time on July 25, 2021, unless otherwise extended by the Board by separate Resolution. Any 2020 Obligations, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on July 25, 2021, may be delivered to the initial purchaser(s) thereof after such date.

ARTICLE V

APPROVAL OF SALE OF 2020 OBLIGATIONS

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

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

ARTICLE VI

APPROVAL OF ESCROW AGREEMENT; NOTICE OF REDEMPTION

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

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

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

ARTICLE VII

APPROVAL OF OFFICIAL STATEMENT

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

ARTICLE VIII

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

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

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

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

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

ARTICLE IX

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

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

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

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

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

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

ARTICLE X

GENERAL PROVISIONS

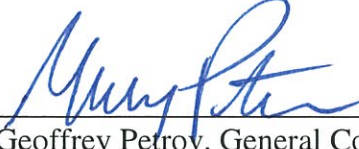
Section 10.1. Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and any of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or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

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

Section 10.3. Repealer. Resolution No. 20-018 adopted by the Board on March 25, 2020 is hereby rescinded and repealed; provided, that all actions taken by the Executive Director, the Chief Financial Officer, the Controller and the Authority's staff and consultants in connection with, related to, or in reliance on, Resolution No. 20-018 are hereby approved, ratified and confirmed.

Adopted, passed and approved by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
RESOLUTION NO. 20-044**

**APPROVING A CONTRACT WITH WAYCARE TECHNOLOGIES INC.
TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND INCIDENT
MANAGEMENT/PREDICTION SYSTEM**

WHEREAS, in order facilitate the safe and efficient flow of traffic the Mobility Authority has undertaken an initiative to strategically use technology to reduce the time required to identify and clear incidents and to enhance communications with first responders and the traveling public; and

WHEREAS, on June 3, 2020, the Executive Director published a Request for Proposals (RFP) to seek capable and interested firms to provide Enhanced Traffic information and Management Services, subsequently referred to as an Advanced Transportation Reporting and Incident Management/Prediction System; and

WHEREAS, the Mobility Authority received three proposals in response to the RFP by the June 22, 2020 submittal deadline; and

WHEREAS, following a review of the proposals based on the selection criteria identified in the RFP, the Evaluation Committee recommended that Waycare Technologies, Inc. be selected to provide an Advanced Transportation Reporting and Incident Management/Prediction System; and


WHEREAS, the Executive Director has negotiated an agreement with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System for a three (3) year period in an amount not to exceed \$600,000.00; and

WHEREAS, the Executive Director requests authorization from the Board to finalize and execute an agreement with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System in the form or substantially the same form attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to finalize and execute a contract with Waycare Technologies, Inc. for an Advanced Transportation Reporting and Incident Management/Prediction System in an amount not to exceed \$600,000 and in the form or substantially the same form attached hereto as Exhibit A.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 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
AGREEMENT TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND
INCIDENT MANAGEMENT/PREDICTION SYSTEM

This Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and Waycare Technology Inc., a Delaware corporation (the “Service Provider”), to be effective as of the ___ day of _____, 2020 (the “Effective Date”) for the purpose of providing a Traffic Events Prediction System for the Mobility Authority and potentially other governmental entities.

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide a Traffic Events Prediction System for traffic safety and traffic flow optimization on facilities operated by the Mobility Authority and facilities operated by other governmental entities; and

WHEREAS, pursuant to a Request for Proposals dated June 3, 2020 (the “RFP”) for Enhanced Traffic Information and Management Services, subsequently re-designated as an Advanced Transportation Reporting and Incident Management/Prediction System, the Mobility Authority sought to identify and obtain the services of a qualified firm to provide such services to the Mobility Authority, and potentially other governmental entities; and

WHEREAS, two (2) firms submitted responsive proposals for the work; and

WHEREAS, based on the representations made in the response to the RFP submitted by Service Provider and the recommendation of Mobility Authority staff and consultants who reviewed the proposals, the Mobility Authority Board of Directors selected Service Provider as the best and most responsive proposer to provide the required services; and

WHEREAS, the Service Provider is willing to provide its services for the Mobility Authority, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE I

DESCRIPTION OF SERVICES

The Mobility Authority hereby retains the Service Provider, as an independent contractor, and the Service Provider agrees to provide services to the Mobility Authority, and possibly other entities, based upon the terms and conditions provided in this Agreement. The Service Provider agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Service Provider or, subject to the agreement of the Mobility Authority, provided by Service Provider through its subcontractors and subconsultants. Service Provider agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of compensation to Service Provider if the Service Provider fails to meet any provision of this Agreement.

The Service Provider acknowledges and agrees that the Services provided for herein will be provided to Mobility Authority and may also be provided for the benefit of additional entities. All terms related to the performance of the Services to the Mobility Authority shall apply equally to the Services

provided to other entities, and the Mobility Authority shall have the right, without objection from Service Provider, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Service Provider will provide Mobility Authority and/or representatives of Mobility Authority various reports and real time access to the records and data developed and maintained by the Service Provider in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Service Provider shall be expected to operate independently from the Mobility Authority and without extensive oversight and direction. The Service Provider shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks

ARTICLE II

TERM

The initial term of this Agreement shall commence on the Effective Date, terminating on June 30, 2021, (the “Initial Term”) subject to the earlier termination of this Agreement or further extension upon the agreement of both parties. The Agreement shall automatically extend for two (2) additional one (1) year periods following the expiration of the Initial Term (the “Automatic Renewal Terms”). By mutual written agreement of the Mobility Authority and the Services Provider and subject to approval of the Mobility Authority Board of Directors, following the Initial Term and the two (2) Automatic Renewal Terms, this Agreement may be extended for up to one (1) additional two (2) year term. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of the Agreement through the Automatic Renewal Terms by providing sixty (60) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the Automatic Renewal Terms will automatically take effect. If at any time during the term of this Agreement the Service Provider cannot provide the Services required by the Mobility Authority or for any other reason, the Mobility Authority reserves the unilateral right to procure the Services from any other service provider it deems capable of providing those Services in addition to any other rights that the Mobility Authority may have.

ARTICLE III

COMPENSATION

Authorization for Service Provider to perform the Services, compensation for the Service Provider’s work, and other aspects of the mutual obligations concerning Service Provider’s work and payment are as follows:

1. **COMPENSATION GENERALLY.** The Mobility Authority shall have no further obligation to pay any funds or provide any compensation to the Service Provider in relation to any of the Services, except as otherwise specifically provided herein.

2. **TAXES.** The Service Provider acknowledges that the Mobility Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. All payments to be made by the Mobility Authority to Service Provider pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based.

3. **OVERALL COMPENSATION.** The Board of Directors shall identify an annual budget amount which authorizes funding for the types of services provided for herein. For each respective year of the Automatic Renewal Terms, the Executive Director shall, in his or her sole discretion, designate how much of the annual budget amount shall be allocated to the Services, not to exceed the maximum amount per year described on Appendix B. In the event the amount designated by the Executive Director is less than the maximum funding amount identified in Appendix B, the parties will agree on possible revisions to the scope of Services to be provided in accordance with subsection 6 below. The aggregate of

expenditures approved under this Agreement may not exceed, on a corresponding annual basis, the amount identified in the budget for the Services or a corresponding amendment to the budget approved by the Mobility Authority Board of Directors.

4. **EXPENSES.** The compensation set forth in Appendix B (as it may be revised in accordance with this Article III) is anticipated by the Mobility Authority and the Service Provider to be full and sufficient compensation and reimbursement for the Services. The Service Provider shall not be entitled to reimbursement from the Mobility Authority for out of pocket expenses incurred by the Service Provider related to the performance of its duties under this Agreement.

5. **BOOKS AND RECORDS.** All books and records relating to the Service Provider's work and Services to the Mobility Authority under this Agreement shall be made available during the Service Provider's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

6. **INVOICING.** Service Provider shall invoice the Mobility Authority for Services rendered according to the provisions set forth in Appendix B. Each invoice must include the total amount payable, the total amount paid during the Mobility Authority fiscal year, and such other detail or information as the Mobility Authority requests from time to time. Service Provider shall certify each invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred. Except as otherwise agreed to by the Parties, no compensation shall accrue or be paid prior to the effective date of any license agreement necessary to make the data and information described in this Agreement (including without limitation Appendix A) available to the Mobility Authority and other governmental entities.

By mutual agreement between the Mobility Authority and the Service Provider, certain compensation, including but not limited to license fees, milestone payments, or other monthly payments, may be made in advance of certain Services being performed; provided, however, that in the event of termination, such advance compensation shall be reimbursed to the Mobility Authority in a pro rata share for the Services actually performed under the Agreement. In no event shall the compensation exceed the amount approved by the Mobility Authority's Board of Directors for services of the type provided for herein in its annual budget.

The Initial Term shall provide for Services to be made available with respect to the Mobility Authority projects listed on Appendix A and, unless adjusted per this Article III, at the compensation amount stated thereon. While it is anticipated that the Services during the Automatic Renewal Terms will be provided for all Mobility Authority projects then in operation, in the event the Executive Director designates funding that is less than the amounts shown in Appendix B the Parties may agree that the Services will only be provided with respect to a subset of Mobility Authority projects, in which case Appendix A will be revised accordingly.

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

Invoices shall be sent to:

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

ARTICLE IV

TERMINATION

1. **TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Service Provider and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Service Provider. The Mobility Authority may terminate this Agreement for cause if Service Provider fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Subject to the following, upon any termination the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Service Provider has made reasonable efforts to mitigate all costs or other damages associated with the termination. Notwithstanding the foregoing, in the event of a termination for cause the Mobility Authority may withhold funds in order to pay for expenses incurred as a result of the termination and potential transition to a new service provider.

2. **OPERATIONAL READINESS.** In the event that Service Provider fails, in the sole discretion of the Mobility Authority, to demonstrate operational readiness of the Service sixty (60) days prior to the date determined in and based on the Project Schedule as set forth in Appendix C or as may be mutually agreed between the Parties and the Service Provider fails to cure such failure within thirty (30) days, the Mobility Authority shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement for cause after the Mobility Authority has given Service Provider no less than thirty (30) day prior written notice that Service Provider has, within such notice period, not cured the failure.

ARTICLE V

PERSONNEL, EQUIPMENT, AND MATERIAL

3. **PERSONNEL.** The Service Provider acknowledges and agrees that the individual(s) identified in Appendix D, attached hereto and incorporated herein, are key and integral to the satisfactory performance of the Services by the Service Provider under this Agreement. Throughout the term of this Agreement, the Service Provider agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Service Provider or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Service Provider promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

4. **SUBCONSULTANTS.** The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants or subcontractors provided that any subconsultant or subcontractor proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Service Provider does utilize one or more approved subconsultants or subcontractor, Service Provider shall remain fully liable for the actions or inactions of such subconsultants or subcontractors and shall be solely responsible for compensating the subconsultants or subcontractors.

5. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Service Provider or of an approved subconsultant or subcontractor, shall have such knowledge and experience as will enable them, in the Service Provider's reasonable belief, to perform the duties assigned

to them. Any such person who, as determined by the Mobility Authority in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from performance of the Services. The Service Provider shall furnish the Mobility Authority with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

6. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Mobility Authority, the Service Provider shall furnish all equipment, transportation, supplies, and materials required for its performance of the Services under this Agreement.

ARTICLE VI

OWNERSHIP OF REPORTS, SOFTWARE AND LICENSES

Ownership of reports and related materials prepared by Service Provider at the direction of the Mobility Authority shall be as follows:

1. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Service Provider under this Agreement (the "Work Product"), including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Service Provider a revocable license to retain and utilize the foregoing materials, with said license to terminate and expire upon the earlier to occur of: (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Service Provider shall deliver to the Mobility Authority all such materials and documents. If the Service Provider, subconsultant, or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Work Product resulting from the Services, it shall secure the prior written approval of the Mobility Authority. In the event that Work Product owned by the Mobility Authority hereunder is located on servers or other storage devices owned or controlled by the Service Provider, the Service Provider shall grant access to any third parties designated by the Mobility Authority as authorized to receive any designated portion of the Work Product.

2. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Mobility Authority and the Service Provider regarding the ownership of the Work Product and other materials is determined to be unenforceable, either in whole or in part, the Service Provider hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Service Provider may have or at any time acquire in said Work Product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other Work Product provided by the Service Provider to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Service Provider solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Service Provider shall have no liability for the use by the Mobility Authority of any Work Product generated by the Service Provider under this Agreement on any project other than for the specific purpose for which the Work Product was prepared.

3. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Mobility Authority acknowledges and agrees that the Service Provider, its subconsultants, subcontractors or licensors

are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such rights together referred to herein as “Intellectual Property Rights”) in all Software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Service Provider, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Mobility Authority any rights in or to such Intellectual Property Rights. The Service Provider reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the Mobility Authority pursuant to this Agreement. The provisions of this subsection shall be without prejudice to and shall not interfere with the Mobility Authority’s ownership of reports.

The Service Provider reserves all rights in Software and all associated Intellectual Property that have not been expressly granted under this Agreement.

For the duration of this Agreement, the Service Provider grants to the Mobility Authority a non-exclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Mobility Authority to receive the Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license shall not survive termination or expiration of this Agreement. Provided, however, that the license referred to in this paragraph shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiration transition related obligations expressly undertaken by the Service Provider under this Agreement, such that Services shall remain continuous and uninterrupted for the duration of any post termination or post expiration transition period under this Agreement, with Service Provider providing the Mobility Authority with all permissions and licenses necessary to enable the Mobility Authority to receive the Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Service Provider under this Agreement.

The Mobility Authority shall have no right to access or use the source code of the Software.

The Mobility Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Service Provider along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

The Mobility Authority shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.

For purposes of this Agreement, the term “Software” shall mean any software used by the Service Provider or any subcontractor of the Service Provider to provide the Services to the Mobility Authority, including any software owned or provided by the Service Provider, or its subconsultant or subcontractor.

ARTICLE VII

PROTECTION OF DATA AND INFORMATION

As part of their operations, Mobility Authority and other entities to whom Services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person’s Social Security number, driver’s license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being “Personal Information”). As part of its performance of the Services, Service Provider may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the Mobility Authority and other entities to whom Services may be provided (collectively with Personal Information, the “Mobility Authority Information”). Service Provider therefore agrees that:

1. Service Provider is responsible for the security of Mobility Authority Information that it receives or accesses in performing the Services, and Service Provider shall at all times maintain appropriate information-security measures with respect to Mobility Authority Information in a manner consistent with applicable law.

2. Service Provider must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Mobility Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Mobility Authority Information. At a minimum, such safeguards shall be consistent with generally recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Service Provider must encrypt Mobility Authority Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices, in such a manner so as to assure that Mobility Authority Information cannot be accessed in an unauthorized manner or by unauthorized persons or entities.

3. Service Provider must identify to the Mobility Authority all subconsultants, subcontractors, and other persons who may have access to Mobility Authority Information in connection with the Services. Service Provider must restrict the Mobility Authority Information to which a given employee or approved subcontractor has access to only that Mobility Authority Information which such employee, or approved subcontractor or subconsultant, needs to access in the course of such employee's, or approved subcontractor's or subconsultant's, duties and responsibilities in connection with the Services.

4. Before granting access to Mobility Authority Information, Service Provider must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Mobility Authority Information).

5. Mobility Authority Information must not be stored, accessed, or processed at any location outside of the United States with the exception of Service Provider's office in Tel Aviv, Israel, provided that at all times during the term of this Agreement (including all renewal terms) Service Provider must maintain an office in the United States.

6. Service Provider may use the Mobility Authority Information only for performing the Services, and Service Provider must ensure that its employees, approved subcontractor, or approved subconsultant are restricted from any use of Mobility Authority Information other than for such purpose.

7. Except to the extent otherwise expressly permitted, Service Provider may not disclose Mobility Authority Information except as required by law or a governmental authority having jurisdiction over Service Provider. In the event of such required disclosure, Service Provider must notify Mobility Authority in advance (if legally permissible to do so) and reasonably cooperate with any decision by Mobility Authority to seek to condition, minimize the extent of, or oppose such disclosure.

8. Service Provider will immediately notify Mobility Authority if Service Provider discovers any actual or reasonably suspected breach of security or unauthorized use of Mobility Authority Information (i) in the possession, custody, or control of Service Provider, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Service Provider (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Service Provider's notification to Mobility Authority be later than three (3) calendar days after Service Provider discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Service Provider must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Service Provider must promptly undertake appropriate remediation measures and inform the Mobility Authority regarding the same.

9. Subject to requirements of data security or privacy laws, Mobility Authority, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by Mobility Authority before they are distributed. Service Provider must reimburse Mobility Authority for costs or expenses Mobility Authority incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Service Provider shall indemnify and hold Mobility Authority harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that Mobility Authority incurs in connection with any regulatory action or third party claim arising from a Security Incident.

10. Service Provider must cooperate and permit Mobility Authority (and any governmental authorities with jurisdiction in connection with an audit requested by Mobility Authority) reasonable access for on-site review of Service Provider's data security systems and procedures to verify Service Provider's compliance with its obligations under this Agreement.

11. Whenever Mobility Authority Information is no longer needed for the performance of Services, or at any time upon written notification from Mobility Authority, Service Provider must unconditionally and without any charge or fee return or, at Mobility Authority's written election, certify the secure destruction of, all Mobility Authority Information in Service Provider's possession, custody, or control (including Mobility Authority Information in the possession, custody, or control of any of Service Provider's subcontractors or consultants).

ARTICLE VIII

MOBILITY AUTHORITY INDEMNIFIED

THE SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE SERVICE PROVIDER SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SERVICE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND SUBCONTRACTORS OR TO THEIR CONDUCT.

ARTICLE IX

CONFLICTS OF INTEREST

The Service Provider represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Service Provider, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Service Provider shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE X

INSURANCE

Prior to beginning the Services under this Agreement, the Service Provider shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

1. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Service Provider's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Service Provider's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

4. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Service Provider relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority or otherwise completed.

5. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by Service Provider, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Service Provider, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

6. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required. The Umbrella Policy

shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

7. **GENERAL FOR ALL INSURANCE.** The Service Provider shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Service Provider, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Service Provider, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed is included.

The insurance carrier shall include in each of the insurance policies the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

ARTICLE XI

COMPLETE AGREEMENT; COORDINATION OF CONTRACT DOCUMENTS

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Mobility Authority and the Service Provider. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

The Proposal dated June 22, 2020 submitted by Waycare Technology Inc. in response to the RFP is attached hereto and incorporated herein as Appendix E for all purposes (the "Proposal"). In the event of a conflict, the order of prevailing precedence (1-highest order to 4-lowest order of precedence) shall be as follows:

- a. Amendments to the Agreement
- b. The Agreement
- c. Appendices to the Agreement
- d. The Service Provider's Proposal

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the Mobility Authority, Service Provider's obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal.

ARTICLE XII

MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

1. **RETENTION AND AUDIT OF RECORDS.** Service Provider shall maintain at its offices in Texas a complete set of all books, records, electronic files and other documents prepared or employed by Service Provider in its provision of the Services related to this Agreement. Service Provider shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Mobility Authority until four (4) years after the date of the termination or expiration of this Agreement. Service Provider shall notify the Mobility Authority where such records and documents are kept. If approved by the Mobility Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Service Provider shall make these records and documents available for audit and inspection to the Mobility Authority without charge, and shall allow the Mobility Authority or its representatives to make copies of such documents. The Mobility Authority may direct its own auditors or representatives to perform such audits or reviews. Service Provider shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Service Provider shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Service Provider shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Mobility Authority, and shall provide the Mobility Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Mobility Authority.

2. **PUBLIC INFORMATION ACT.** Service Provider acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Mobility Authority's possession, including materials submitted by Service Provider, are subject to the provisions of the Texas Public Information Act. Service Provider shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Service Provider is advised to contact legal counsel concerning such law and its application to Service Provider.

If any of the materials submitted by the Service Provider to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Service Provider, the Mobility Authority will endeavor to advise Service Provider of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Mobility Authority be responsible or liable to Service Provider or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of litigation concerning the disclosure of any material marked by Service Provider as "Trade Secret" or "Confidential," the Mobility Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by the Attorney General or a court, and Service Provider shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Mobility Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

ARTICLE XIII

GENERAL PROVISIONS

1. RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Service Provider. The Service Provider acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Mobility Authority for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Service Provider, its employees, subcontractors, or any other person.

2. DELIVERY OF NOTICES

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Service Provider:

Paul-Matthew Zamsky

1601 Vine St.

Los Angeles, CA 90027

ATTN: Chief Executive Officer or Paul-Matthew Zamsky

In the case of the Mobility Authority:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300

Austin, TX 78705

ATTN: Executive Director

and:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300

Austin, TX 78705

ATTN: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. REPORTING OF SUBPOENAS, NOTICES

The Contractor shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

4. MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

5. LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Service Provider is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Service Provider by the Authority or any other person or entity.

6. CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

7. CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

8. TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Service Provider acknowledges the importance to the Mobility Authority of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

9. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and legally binding agreement enforceable against each party in accordance with its terms.

11. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Service Provider, and their respective heirs, executors, administrators, successors, and permitted assigns.

The Service Provider may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

12. INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

13. BENEFITS INURED

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

14. SURVIVAL

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

15. FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Service Provider from delivering Services, Service Provider's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

1. The Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
2. The Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil

commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

[Signatures on Next Page]

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

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
3300 N IH-35, Suite 300
Austin, TX 78705

SERVICE PROVIDER:

Waycare Technology Inc.
1601 Vine St.
Los Angeles, CA 90027

By: _____

Name: Mike Heiligenstein
Title: Executive Director

By: _____

Name: Paul-Matthew Zamsky
Title: Head of Strategic Partnerships

APPROVED AS TO FORM:

By: _____

Name: Geoff Petrov
Title: General Counsel

Appendix A

GENERAL SCOPE OF SERVICES AND REQUIREMENTS

TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND INCIDENT MANAGEMENT/PREDICTION SYSTEM

The services and system shall provide traffic management support services to government entities using artificial intelligence and predictive analytics systems.

Provide, install, configure, and test a machine learning, cloud-based platform for real-time and predictive traffic management services within the Mobility Authority Main Offices, Traffic Incident Management System, and remote locations.

The system shall meet the following requirements:

1. Provide an automated artificial intelligence (AI) driven incident identification using historical and real-time in-vehicle data (telematics and navigation providers), Mobility Authority, Texas Department of Transportation (TxDOT), City of Austin (COA), and other agencies upon mutual agreement (loop sensors, traffic signal data, etc.);
2. Integrate with traffic operations infrastructure such as closed-circuit television (CCTV) cameras, traffic signals, microwave vehicle detection system (MVDS), inductive loops, flood sensors, dedicated short range communication (DSRC) radios, and existing Dynamic Message Signs (DMS).
3. Ability to filter duplicate information from incoming data sources to provide Mobility Authority and partner agencies a high level of certainty when responding to incidents.
4. Ability to push notifications / alerts to drivers in the accident proximity area through Waze, social media, DMSs, roadside units (RSUs), and other systems and media. Increasing awareness is key to encouraging safer driving behavior.
5. Predictive analytics to identify and predict roads with a high likelihood of problematic traffic flow, traffic crashes, or incidents to strategically allocate resources and take actions in advance of possible incidents.
6. Provide secure multiple user access enabled via cloud environment through standard internet browser via any device (desktop, workstation, laptop, tablet, and smart phone).
7. Provide training and operations manual and documentation for initial startup and for platform and functionality updates.
8. Ability to create a GIF from a CCTV feed and attach it to an incident for other users to see the incident at the time of reporting.
9. Real-time bidirectional automatic data feeds with a variety of stakeholders including but not limited to: Mobility Authority, TxDOT, COA, and other agencies upon mutual agreement.
10. Display on one screen both a layered map and list of functionality, traffic information as a separate layer on the map, queues and heads of queues leveraging in-vehicle data, detect and display in a separate color irregular congestion on the map, available CCTV cameras and link to the video stream, warnings derived from the contextual driving behavior, location of dynamic messaging signs and current messaging on them, the location of government fleet vehicles if location data is available.
11. Display events, planned construction, and road closures, as a separate layer on the map; and geolocated real-time alerts over a map overlay.

12. Predictive analytics includes forward-looking insights relation to incidents and areas at risk using external and internal data. Generate the predictions on a 24-hour rolling bases cut into two-hour segments, displayed on the system map during their relevant time of the insights, and real time forward-looking alerts of incidents impact on travel times.
13. Irregular congestion analytics to identify abnormality in traffic patterns.
14. Unified data-aggregation for retroactive mobility performance measures analysis.
15. Identify relevant data that should be associated with an incident/event utilizing geofencing technology.
16. Identify potential safety hazards using contextual driving behavior data from connected cars and smart devices (smartphones, tablets, etc.).
17. Integrate disparate systems into a streamlined intuitive GIS based interface.
18. Reporting capabilities in an PDF export format which highlights data points relevant to traffic activity and management including reconstructing the incident timeline and impact to travel times.
19. Automated alerts of incidents from both external and internal sources without being solely reliant on 911 calls, list of active incidents with relevant attribute data, user reported incident capability.
20. Incident reporting function shall include camera view of the five most relevant cameras related to the incident, Incident details, editable incident description with sharing feature to relevant public-facing services, activity log displaying changes and updates to the incident by different users, a list of relevant dynamic messaging signs with current messaging and access to a change function, current weather at the site of the incident with information from external data sources.
21. Incident reporting function with an edit feature enabling the users to change the location of the incident through a drop pin on the map, update incident information and description, share function with external systems such as Waze, ability to select a principal camera and create a GIF file to be attached to the incident.
 - a) Communicate with connected vehicle protocols (DSRC and 5G) to aggregate data in real-time and transfer alerts to vehicles in a geofenced area.
 - b) Automatically aggregate numerous sources of data, historical and in real-time, into a normalized data warehouse including road crashes, road incidents, weather events, major events (e.g. sports events), construction and infrastructure, traffic lights status, extreme weather alerts, in-vehicle data, average speed, harsh breaks, harsh acceleration, excess steering, breakdowns, crashes, stoppage at an intersection, DMSs, variable speed limits, and CCTV images.
 - c) Functional and flexible permission management capability to add and remove agencies, change level of access to system, change levels of access to other agencies and public.
 - i. Provide at least 100 user accounts for use by first responders and other operational partners.
 - ii. Establish different user privileges into at least 3 categories: full system access including configuration changes, read/write access, read only/view access.
 - iii. Cross-agency collaboration and seamless communication and data sharing between partner agencies to support existing workflows and incident management operations.
 - iv. Receive, store and disseminate information relating to transportation concerns including but not limited to congestion and head of queue analysis, road construction, on-going and upcoming special events, crashes, incidents, and hazards, predictive insights of areas at high risk of crashes, and local weather information.

- d) Cloud-based systems hosted off-site includes performance analytics software to monitor performance and issue alerts.
22. During the Initial Term, Services shall be provided for the MoPac North, 290 Toll, and 45SW corridors. During Year 2, Year 3, and thereafter Services shall be provided for the entire service area as identified in orange, blue, and green on Attachment A (MOBILITY AUTHORITY SERVICE AREA/CORRIDORS). Services may be expanded by written amendment to interstate highway, United States or state highway route, or other corridors by the Mobility Authority or partner agencies.
23. The **Initial Term: Limited Proof of Concept “Go Live”** project payment outlined in both Appendix B and Appendix C shall not be paid until the Service Provider has produced a mutually agreed to Proof of Concept Plan and successfully completed the requirements of such Proof of Concept Plan. The Proof of Concept plan shall at a minimum implement the following scope of services items defined in Appendix A: Item (1) excluding third party data, Item (3), Item (6), Item (7), Item (8), Item (10), Item (15), Item (16), Item (17), Item (19), Item (20), Item (21) excluding sub-item (a).
24. The **Initial Term: Services “Go Live”** project payment outlined in both Appendix B and Appendix C shall not be made until the Service Provider has produced a mutually agreed to Final Implementation Plan and successfully completed the requirements of such Final Implementation Plan. The Final Implementation Plan shall include implementation of the remaining scope items not covered by the Limited Proof of Concept Plan including: Item (1) third-party data integration, Item (2), Item (4), Item (5), Item (9), Item (11), Item (12), Item (13), Item (14), Item (18), Item (21) sub-item (a).
25. Should the Service Provider be unable to complete one or more of the scope items in a timely manner due to technical challenges, integration issues or other factors caused by the Mobility Authority or its other third-party partners, the Mobility Authority reserves the right to alter the schedule and scope requirements.

Attachment A
MOBILITY AUTHORITY SERVICE AREA/CORRIDORS



Appendix B
COMPENSATION

1. The Time Period in the table below represents the anticipated time frame for payments based on the Project Schedule set forth in Appendix C. The “Not to Exceed Amount” reflects the maximum that could be paid if there are no budgetary adjustments and corresponding modifications to the Scope of Services per Article III; said amounts do not reflect the amount to which the Service Provider is entitled to receive:

Term	Fiscal Year	Time Period	Not to Exceed Amount
Initial	21	August 3, 2020 to June 30, 2021	\$150,000
Year 2	22	July 1, 2021 to June 30, 2022	\$225,000
Year 3	23	July 1, 2022 to June 30, 2023	\$225,000
Total			\$600,000

2. Invoicing shall be in accordance with the following schedule and shall only occur as provided for below. The “Not to Exceed Amount” reflects the maximum that could be paid if there are no budgetary adjustments and corresponding modifications to the Scope of Services per Article III; said amounts do not reflect the amount an amount to which the Service Provider is entitled:

Payment Element	Type	Not to Exceed Amount
Mobilization: Notice to Proceed (1)	Lump Sum	\$5,000
Initial Term: Limited Proof of Concept “Go Live” (2)	Lump Sum	\$15,000
Initial Term: Services “Go Live” (3)	Lump Sum	\$28,500
Initial Term: Services (4)	Monthly	\$14,500
Year 2 Services (5)	Monthly	\$18,750
Year 3 Services (5)	Monthly	\$18,750

(1) An invoice may only be submitted upon receipt of a Notice to Proceed (“NTP”) from the Mobility Authority, and only for the amount authorized in the NTP.

(2) An invoice may only be submitted upon the Mobility Authority’s approval of the Limited Proof of Concept as provided for in Appendix A, Paragraph 23, and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

(3) An invoice may only be submitted upon the Mobility Authority’s approval to “Go Live” with the Services as provided for in Appendix A, Paragraph 24, and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

(4) Monthly invoicing for Services for the Initial Term may only commence upon the Mobility Authority's approval to "Go Live" and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III. Invoicing shall only be for those months remaining in the Initial Term after "Go Live" approval is given.

(5) Monthly invoicing for Services for Years 2 and 3 may only commence if each respective Automatic Renewal Term becomes effective and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

Appendix C
PROJECT SCHEDULE

The services shall be implemented in a phased approach based upon milestone date ranges outlined below and the process described within the Service Provider proposal. An exact schedule will be based upon an agreed upon the amount of integration/adoption needed, in conformance with milestone date ranges and subject to approval by the Mobility Authority.

SERVICES shall commence upon the execution of the Agreement and the issuance of a notice to proceed by the Mobility Authority. The milestone date ranges schedule shall be in accordance with the following schedule:

Contract Execution and Notice to Proceed	August 3, 2020
Initial Term: Limited Proof of Concept “Go Live”	September to October, 2020
Initial Term: Services “Go Live”	November 2020
Year 2 Services “Go Live”	July 1, 2021 to June 30, 2022
Year 3 Services	July 1, 2022 to June 30, 2023

Appendix D
PERSONNEL

1. Na'ama Goldberg - Project Manager
2. Ayala Rosenbaum - Product Manager
3. Paul-Matthew Zamsky - Strategic Partnership Lead
4. Kali Breheny - Proposal Manager
5. Alex Smolyak - Algorithm & Data Science Team Lead
6. Efrat Barak - Customer Support Lead

Appendix E
RESPONSE TO THE REQUEST FOR PROPOSALS

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND
INCIDENT MANAGEMENT/PREDICTION SYSTEM

This Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and Waycare Technology Inc., a C corporation (the “Service Provider”), to be effective as of the ___ day of _____, 2020 (the “Effective Date”) for the purpose of providing a Traffic Events Prediction System for the Mobility Authority and potentially other governmental entities.

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide a Traffic Events Prediction System for traffic safety and traffic flow optimization on facilities operated by the Mobility Authority and facilities operated by other governmental entities; and

WHEREAS, pursuant to a Request for Proposals dated June 3, 2020 (the “RFP”) for Enhanced Traffic Information and Management Services, subsequently re-designated as an Advanced Transportation Reporting and Incident Management/Prediction System, the Mobility Authority sought to identify and obtain the services of a qualified firm to provide such services to the Mobility Authority, and potentially other governmental entities; and

WHEREAS, two (2) firms submitted responsive proposals for the work; and

WHEREAS, based on the representations made in the response to the RFP submitted by Service Provider and the recommendation of Mobility Authority staff and consultants who reviewed the proposals, the Mobility Authority Board of Directors selected Service Provider as the best and most responsive proposer to provide the required services; and

WHEREAS, the Service Provider is willing to provide its services for the Mobility Authority, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE I

DESCRIPTION OF SERVICES

The Mobility Authority hereby retains the Service Provider, as an independent contractor, and the Service Provider agrees to provide services to the Mobility Authority, and possibly other entities, based upon the terms and conditions provided in this Agreement. The Service Provider agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Service Provider or, subject to the agreement of the Mobility Authority, provided by Service Provider through its subcontractors and subconsultants. Service Provider agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of compensation to Service Provider if the Service Provider fails to meet any provision of this Agreement.

The Service Provider acknowledges and agrees that the Services provided for herein will be provided to Mobility Authority and may also be provided for the benefit of additional entities. All terms related to the performance of the Services to the Mobility Authority shall apply equally to the Services provided to other entities, and the Mobility Authority shall have the right, without objection from Service

Provider, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Service Provider will provide Mobility Authority and/or representatives of Mobility Authority various reports and real time access to the records and data developed and maintained by the Service Provider in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Service Provider shall be expected to operate independently from the Mobility Authority and without extensive oversight and direction. The Service Provider shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks

ARTICLE II

TERM

The initial term of this Agreement shall commence on the Effective Date, terminating on June 30, 2021, (the “Initial Term”) subject to the earlier termination of this Agreement or further extension upon the agreement of both parties. The Agreement shall automatically extend for two (2) additional one (1) year periods following the expiration of the Initial Term (the “Automatic Renewal Terms”). By mutual written agreement of the Mobility Authority and the Services Provider and subject to approval of the Mobility Authority Board of Directors, following the Initial Term and the two (2) Automatic Renewal Terms, this Agreement may be extended for up to one (1) additional two (2) year term. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of the Agreement through the Automatic Renewal Terms by providing sixty (60) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the Automatic Renewal Terms will automatically take effect. If at any time during the term of this Agreement the Service Provider cannot provide the Services required by the Mobility Authority or for any other reason, the Mobility Authority reserves the unilateral right to procure the Services from any other service provider it deems capable of providing those Services in addition to any other rights that the Mobility Authority may have.

ARTICLE III

COMPENSATION

Authorization for Service Provider to perform the Services, compensation for the Service Provider’s work, and other aspects of the mutual obligations concerning Service Provider’s work and payment are as follows:

1. **COMPENSATION GENERALLY.** The Mobility Authority shall have no further obligation to pay any funds or provide any compensation to the Service Provider in relation to any of the Services, except as otherwise specifically provided herein.

2. **TAXES.** The Service Provider acknowledges that the Mobility Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. All payments to be made by the Mobility Authority to Service Provider pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based.

3. **OVERALL COMPENSATION.** The Board of Directors shall identify an annual budget amount which authorizes funding for the types of services provided for herein. The Mobility Authority shall identify, in its sole discretion, the maximum amount of authorized funding that will be made available for the Services each year and, in the event the amount is less than the maximum funding amount identified in Appendix B, the parties will agree on possible revisions to the scope of Services to be provided in accordance with subsection 5 below. The aggregate of expenditures approved under this Agreement may not exceed, on a corresponding annual basis, the amount identified in the budget for the Services or a corresponding amendment to the budget approved by the Mobility Authority Board of Directors.

4. **EXPENSES.** The compensation set forth in Appendix B (as it may be revised in accordance with this Article III) is anticipated by the Mobility Authority and the Service Provider to be full and sufficient compensation and reimbursement for the Services. The Service Provider shall not be entitled to reimbursement from the Mobility Authority for out of pocket expenses incurred by the Service Provider related to the performance of its duties under this Agreement.

5. **BOOKS AND RECORDS.** All books and records relating to the Service Provider's work and Services to the Mobility Authority under this Agreement shall be made available during the Service Provider's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

6. **INVOICING.** Service Provider shall invoice the Mobility Authority for Services rendered according to the provisions set forth in Appendix B. Each invoice must include the total amount payable, the total amount paid during the Mobility Authority fiscal year, and such other detail or information as the Mobility Authority requests from time to time. Service Provider shall certify each invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred. Except as otherwise agreed to by the Parties, no compensation shall accrue or be paid prior to the effective date of any license agreement necessary to make the data and information described in this Agreement (including without limitation Appendix A) available to the Mobility Authority and other governmental entities.

By mutual agreement between the Mobility Authority and the Service Provider, certain compensation, including but not limited to license fees, milestone payments, or other monthly payments, may be made in advance of certain Services being performed; provided, however, that in the event of termination, such advance compensation shall be reimbursed to the Mobility Authority in a pro rata share for the Services actually performed under the Agreement. In no event shall the compensation exceed the amount approved by the Mobility Authority's Board of Directors for services of the type provided for herein in its annual budget.

Service Provider acknowledges that the compensation to be paid will depend on budgetary considerations of the Mobility Authority and operational success of earlier performance of the Services. The Initial Term shall provide for Services to be made available with respect to the Mobility Authority projects listed on Appendix B and, unless adjusted per this Article III, at the compensation amount stated thereon. While it is anticipated that the Services during the Automatic Renewal Terms will be provided for all Mobility Authority projects then in operation, it is possible the Services will only be provided with respect to a subset of Mobility Authority projects, in which case Appendix B will be revised accordingly by agreement of the Parties.

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

Invoices shall be sent to:

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

ARTICLE IV

TERMINATION

1. **TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Service Provider and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Service Provider. The Mobility Authority may terminate this Agreement for cause if Service Provider fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Subject to the following, upon any termination the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Service Provider has made reasonable efforts to mitigate all costs or other damages associated with the termination. Notwithstanding the foregoing, in the event of a termination for cause the Mobility Authority may withhold funds in order to pay for expenses incurred as a result of the termination and potential transition to a new service provider.

2. **OPERATIONAL READINESS.** In the event that Service Provider fails, in the sole discretion of the Mobility Authority, to demonstrate operational readiness of the Service sixty (60) days prior to the date determined in and based on the Project Schedule as set forth in Appendix C or as may be mutually agreed between the Parties and the Service Provider fails to cure such failure within thirty (30) days, the Mobility Authority shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement for cause after the Mobility Authority has given Service Provider no less than thirty (30) day prior written notice that Service Provider has, within such notice period, not cured the failure.

ARTICLE V

PERSONNEL, EQUIPMENT, AND MATERIAL

3. **PERSONNEL.** The Service Provider acknowledges and agrees that the individual(s) identified in Appendix D, attached hereto and incorporated herein, are key and integral to the satisfactory performance of the Services by the Service Provider under this Agreement. Throughout the term of this Agreement, the Service Provider agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Service Provider or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Service Provider promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

4. **SUBCONSULTANTS.** The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants or subcontractors provided that any subconsultant or subcontractor proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Service Provider does utilize one or more approved subconsultants or subcontractor, Service Provider shall remain fully liable for the actions or inactions of such subconsultants or subcontractors and shall be solely responsible for compensating the subconsultants or subcontractors.

5. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Service Provider or of an approved subconsultant or subcontractor, shall have such knowledge and experience as will enable them, in the Service Provider's reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the Mobility Authority in its sole discretion, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request

of the Mobility Authority, immediately be removed from performance of the Services. The Service Provider shall furnish the Mobility Authority with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

6. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Mobility Authority, the Service Provider shall furnish all equipment, transportation, supplies, and materials required for its performance of the Services under this Agreement.

ARTICLE VI

OWNERSHIP OF REPORTS, SOFTWARE AND LICENSES

Ownership of reports and related materials prepared by Service Provider at the direction of the Mobility Authority shall be as follows:

1. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Service Provider under this Agreement (the "Work Product"), including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Service Provider a revocable license to retain and utilize the foregoing materials, with said license to terminate and expire upon the earlier to occur of: (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Service Provider shall deliver to the Mobility Authority all such materials and documents. If the Service Provider, subconsultant, or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Work Product resulting from the Services, it shall secure the prior written approval of the Mobility Authority. In the event that Work Product owned by the Mobility Authority hereunder is located on servers or other storage devices owned or controlled by the Service Provider, the Service Provider shall grant access to any third parties designated by the Mobility Authority as authorized to receive any designated portion of the Work Product.

2. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Mobility Authority and the Service Provider regarding the ownership of the Work Product and other materials is determined to be unenforceable, either in whole or in part, the Service Provider hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Service Provider may have or at any time acquire in said Work Product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other Work Product provided by the Service Provider to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Service Provider solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Service Provider shall have no liability for the use by the Mobility Authority of any Work Product generated by the Service Provider under this Agreement on any project other than for the specific purpose for which the Work Product was prepared.

3. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Mobility Authority acknowledges and agrees that the Service Provider, its subconsultants, subcontractors or licensors are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such rights together referred to herein as "Intellectual Property Rights") in all Software and accompanying

documentation developed, produced or implemented in connection with this Agreement by the Service Provider, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Mobility Authority any rights in or to such Intellectual Property Rights. The Service Provider reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the Mobility Authority pursuant to this Agreement. The provisions of this subsection shall be without prejudice to and shall not interfere with the Mobility Authority's ownership of reports.

The Service Provider reserves all rights in Software and all associated Intellectual Property that have not been expressly granted under this Agreement.

For the duration of this Agreement, the Service Provider grants to the Mobility Authority a non-exclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Mobility Authority to receive the Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license shall not survive termination or expiration of this Agreement. Provided, however, that the license referred to in this paragraph shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiration transition related obligations expressly undertaken by the Service Provider under this Agreement, such that Services shall remain continuous and uninterrupted for the duration of any post termination or post expiration transition period under this Agreement, with Service Provider providing the Mobility Authority with all permissions and licenses necessary to enable the Mobility Authority to receive the Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Service Provider under this Agreement.

The Mobility Authority shall have no right to access or use the source code of the Software.

The Mobility Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Service Provider along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

The Mobility Authority shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.

For purposes of this Agreement, the term "Software" shall mean any software used by the Service Provider or any subcontractor of the Service Provider to provide the Services to the Mobility Authority, including any software owned or provided by the Service Provider, or its subconsultant or subcontractor.

ARTICLE VII

PROTECTION OF DATA AND INFORMATION

As part of their operations, Mobility Authority and other entities to whom Services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being "Personal Information"). As part of its performance of the Services, Service Provider may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the Mobility Authority and other entities to whom Services may be provided (collectively with Personal Information, the "Mobility Authority Information"). Service Provider therefore agrees that:

1. Service Provider is responsible for the security of Mobility Authority Information that it receives or accesses in performing the Services, and Service Provider shall at all times maintain appropriate

information-security measures with respect to Mobility Authority Information in a manner consistent with applicable law.

2. Service Provider must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Mobility Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Mobility Authority Information. At a minimum, such safeguards shall be consistent with generally recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Service Provider must encrypt Mobility Authority Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices, in such a manner so as to assure that Mobility Authority Information cannot be accessed in an unauthorized manner or by unauthorized persons or entities.

3. Service Provider must identify to the Mobility Authority all subconsultants, subcontractors, and other persons who may have access to Mobility Authority Information in connection with the Services. Service Provider must restrict the Mobility Authority Information to which a given employee or approved subcontractor has access to only that Mobility Authority Information which such employee, or approved subcontractor or subconsultant, needs to access in the course of such employee's, or approved subcontractor's or subconsultant's, duties and responsibilities in connection with the Services.

4. Before granting access to Mobility Authority Information, Service Provider must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Mobility Authority Information).

5. Mobility Authority Information must not be stored, accessed, or processed at any location outside of the United States with the exception of Service Provider's office in Tel Aviv, Israel, provided that at all times during the term of this Agreement (including all renewal terms) Service Provider must maintain an office in the United States.

6. Service Provider may use the Mobility Authority Information only for performing the Services, and Service Provider must ensure that its employees, approved subcontractor, or approved subconsultant are restricted from any use of Mobility Authority Information other than for such purpose.

7. Except to the extent otherwise expressly permitted, Service Provider may not disclose Mobility Authority Information except as required by law or a governmental authority having jurisdiction over Service Provider. In the event of such required disclosure, Service Provider must notify Mobility Authority in advance (if legally permissible to do so) and reasonably cooperate with any decision by Mobility Authority to seek to condition, minimize the extent of, or oppose such disclosure.

8. Service Provider will immediately notify Mobility Authority if Service Provider discovers any actual or reasonably suspected breach of security or unauthorized use of Mobility Authority Information (i) in the possession, custody, or control of Service Provider, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Service Provider (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Service Provider's notification to Mobility Authority be later than three (3) calendar days after Service Provider discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Service Provider must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Service Provider must promptly undertake appropriate remediation measures and inform the Mobility Authority regarding the same.

9. Subject to requirements of data security or privacy laws, Mobility Authority, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority;

and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by Mobility Authority before they are distributed. Service Provider must reimburse Mobility Authority for costs or expenses Mobility Authority incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Service Provider shall indemnify and hold Mobility Authority harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that Mobility Authority incurs in connection with any regulatory action or third party claim arising from a Security Incident.

10. Service Provider must cooperate and permit Mobility Authority (and any governmental authorities with jurisdiction in connection with an audit requested by Mobility Authority) reasonable access for on-site review of Service Provider's data security systems and procedures to verify Service Provider's compliance with its obligations under this Agreement.

11. Whenever Mobility Authority Information is no longer needed for the performance of Services, or at any time upon written notification from Mobility Authority, Service Provider must unconditionally and without any charge or fee return or, at Mobility Authority's written election, certify the secure destruction of, all Mobility Authority Information in Service Provider's possession, custody, or control (including Mobility Authority Information in the possession, custody, or control of any of Service Provider's subcontractors or consultants).

ARTICLE VIII

MOBILITY AUTHORITY INDEMNIFIED

THE SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE SERVICE PROVIDER SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SERVICE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND SUBCONTRACTORS OR TO THEIR CONDUCT.

ARTICLE IX

CONFLICTS OF INTEREST

The Service Provider represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Service Provider, except as expressly disclosed in writing to the Mobility Authority,

(b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Service Provider shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE X

INSURANCE

Prior to beginning the Services under this Agreement, the Service Provider shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

1. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Service Provider's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Service Provider's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

4. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Service Provider relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority or otherwise completed.

5. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by Service Provider, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Service Provider, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

6. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

7. **GENERAL FOR ALL INSURANCE.** The Service Provider shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating

compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Service Provider, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Service Provider, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed is included.

The insurance carrier shall include in each of the insurance policies the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

ARTICLE XI

COMPLETE AGREEMENT; COORDINATION OF CONTRACT DOCUMENTS

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Mobility Authority and the Service Provider. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

The Proposal dated June 22, 2020 submitted by Waycare Technology Inc. in response to the RFP is attached hereto and incorporated herein as Appendix E for all purposes (the "Proposal"). In the event of a conflict, the order of prevailing precedence (1-highest order to 4-lowest order of precedence) shall be as follows:

- a. Amendments to the Agreement
- b. The Agreement
- c. Appendices to the Agreement
- d. The Service Provider's Proposal

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the Mobility Authority, Service Provider's obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal.

ARTICLE XII

MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

1. **RETENTION AND AUDIT OF RECORDS.** Service Provider shall maintain at its offices in Texas a complete set of all books, records, electronic files and other documents prepared or employed by Service Provider in its provision of the Services related to this Agreement. Service Provider shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Mobility Authority until four (4) years after the date of the termination or expiration of this Agreement. Service Provider shall notify the Mobility Authority where such records and documents are kept. If approved by the Mobility Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Service Provider shall make these records and documents available for audit and inspection to the Mobility Authority without charge, and shall allow the Mobility Authority or its representatives to make copies of such documents. The Mobility Authority may direct its own auditors or representatives to perform such audits or reviews. Service Provider shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Service Provider shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Service Provider shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Mobility Authority, and shall provide the Mobility Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Mobility Authority.

2. **PUBLIC INFORMATION ACT.** Service Provider acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Mobility Authority's possession, including materials submitted by Service Provider, are subject to the provisions of the Texas Public Information Act. Service Provider shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Service Provider is advised to contact legal counsel concerning such law and its application to Service Provider.

If any of the materials submitted by the Service Provider to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Service Provider, the Mobility Authority will endeavor to advise Service Provider of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Mobility Authority be responsible or liable to Service Provider or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of litigation concerning the disclosure of any material marked by Service Provider as "Trade Secret" or "Confidential," the Mobility Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by the Attorney General or a court, and Service Provider shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Mobility Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

ARTICLE XIII

GENERAL PROVISIONS

1. RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Service

Provider. The Service Provider acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Mobility Authority for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Service Provider, its employees, subcontractors, or any other person.

2. DELIVERY OF NOTICES

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Service Provider:

Paul-Matthew Zamsky

1601 Vine St.

Los Angeles, CA 90027

ATTN: Chief Executive Officer or Paul-Matthew Zamsky

In the case of the Mobility Authority:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300

Austin, TX 78705

ATTN: Executive Director

and:

Central Texas Regional Mobility Authority

3300 N IH-35, Suite 300

Austin, TX 78705

ATTN: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. REPORTING OF SUBPOENAS, NOTICES

The Contractor shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

4. MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

5. LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Service Provider is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Service Provider by the Authority or any other person or entity.

6. CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

7. CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

8. TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Service Provider acknowledges the importance to the Mobility Authority of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

9. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and legally binding agreement enforceable against each party in accordance with its terms.

11. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Service Provider, and their respective heirs, executors, administrators, successors, and permitted assigns. The Service Provider may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

12. INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

13. BENEFITS INURED

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

14. SURVIVAL

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

15. FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Service Provider from delivering Services, Service Provider's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

1. The Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
2. The Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

[Signatures on Next Page]

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

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
3300 N IH-35, Suite 300
Austin, TX 78705

SERVICE PROVIDER:

Waycare Technology Inc.
1601 Vine St.
Los Angeles, CA 90027

By: _____

Name: Mike Heiligenstein
Title: Executive Director

By: _____

Name: Paul-Matthew Zamsky
Title: Head of Strategic Partnerships

APPROVED AS TO FORM:

By: _____

Name: Geoff Petrov
Title: General Counsel

Appendix A

GENERAL SCOPE OF SERVICES AND REQUIREMENTS

TO PROVIDE AN ADVANCED TRANSPORTATION REPORTING AND INCIDENT MANAGEMENT/PREDICTION SYSTEM

The services and system shall provide traffic management support services to government entities using artificial intelligence and predictive analytics systems.

Provide, install, configure, and test a machine learning, cloud-based platform for real-time and predictive traffic management services within the Mobility Authority Main Offices, Traffic Incident Management System, and remote locations.

The system shall meet the following requirements:

1. Provide an automated artificial intelligence (AI) driven incident identification using historical and real-time in-vehicle data (telematics and navigation providers), Mobility Authority, Texas Department of Transportation (TxDOT), City of Austin (COA), and other agencies upon mutual agreement (loop sensors, traffic signal data, etc.);
2. Integrate with traffic operations infrastructure such as closed-circuit television (CCTV) cameras, traffic signals, microwave vehicle detection system (MVDS), inductive loops, flood sensors, dedicated short range communication (DSRC) radios, and existing Dynamic Message Signs (DMS).
3. Ability to filter duplicate information from incoming data sources to provide Mobility Authority and partner agencies a high level of certainty when responding to incidents.
4. Ability to push notifications / alerts to drivers in the accident proximity area through Waze, social media, DMSs, roadside units (RSUs), and other systems and media. Increasing awareness is key to encouraging safer driving behavior.
5. Predictive analytics to identify and predict roads with a high likelihood of problematic traffic flow, traffic crashes, or incidents to strategically allocate resources and take actions in advance of possible incidents.
6. Provide secure multiple user access enabled via cloud environment through standard internet browser via any device (desktop, workstation, laptop, tablet, and smart phone).
7. Provide training and operations manual and documentation for initial startup and for platform and functionality updates.
8. Ability to create a GIF from a CCTV feed and attach it to an incident for other users to see the incident at the time of reporting.
9. Real-time bidirectional automatic data feeds with a variety of stakeholders including but not limited to: Mobility Authority, TxDOT, COA, and other agencies upon mutual agreement.
10. Display on one screen both a layered map and list of functionality, traffic information as a separate layer on the map, queues and heads of queues leveraging in-vehicle data, detect and display in a separate color irregular congestion on the map, available CCTV cameras and link to the video stream, warnings derived from the contextual driving behavior, location of dynamic messaging signs and current messaging on them, the location of government fleet vehicles if location data is available.
11. Display events, planned construction, and road closures, as a separate layer on the map; and geolocated real-time alerts over a map overlay.

12. Predictive analytics includes forward-looking insights relation to incidents and areas at risk using external and internal data. Generate the predictions on a 24-hour rolling bases cut into two-hour segments, displayed on the system map during their relevant time of the insights, and real time forward-looking alerts of incidents impact on travel times.
13. Irregular congestion analytics to identify abnormality in traffic patterns.
14. Unified data-aggregation for retroactive mobility performance measures analysis.
15. Identify relevant data that should be associated with an incident/event utilizing geofencing technology.
16. Identify potential safety hazards using contextual driving behavior data from connected cars and smart devices (smartphones, tablets, etc.).
17. Integrate disparate systems into a streamlined intuitive GIS based interface.
18. Reporting capabilities in an PDF export format which highlights data points relevant to traffic activity and management including reconstructing the incident timeline and impact to travel times.
19. Automated alerts of incidents from both external and internal sources without being solely reliant on 911 calls, list of active incidents with relevant attribute data, user reported incident capability.
20. Incident reporting function shall include camera view of the five most relevant cameras related to the incident, Incident details, editable incident description with sharing feature to relevant public-facing services, activity log displaying changes and updates to the incident by different users, a list of relevant dynamic messaging signs with current messaging and access to a change function, current weather at the site of the incident with information from external data sources.
21. Incident reporting function with an edit feature enabling the users to change the location of the incident through a drop pin on the map, update incident information and description, share function with external systems such as Waze, ability to select a principal camera and create a GIF file to be attached to the incident.
 - a) Communicate with connected vehicle protocols (DSRC and 5G) to aggregate data in real-time and transfer alerts to vehicles in a geofenced area.
 - b) Automatically aggregate numerous sources of data, historical and in real-time, into a normalized data warehouse including road crashes, road incidents, weather events, major events (e.g. sports events), construction and infrastructure, traffic lights status, extreme weather alerts, in-vehicle data, average speed, harsh breaks, harsh acceleration, excess steering, breakdowns, crashes, stoppage at an intersection, DMSs, variable speed limits, and CCTV images.
 - c) Functional and flexible permission management capability to add and remove agencies, change level of access to system, change levels of access to other agencies and public.
 - i. Provide at least 100 user accounts for use by first responders and other operational partners.
 - ii. Establish different user privileges into at least 3 categories: full system access including configuration changes, read/write access, read only/view access.
 - iii. Cross-agency collaboration and seamless communication and data sharing between partner agencies to support existing workflows and incident management operations.
 - iv. Receive, store and disseminate information relating to transportation concerns including but not limited to congestion and head of queue analysis, road construction, on-going and upcoming special events, crashes, incidents, and hazards, predictive insights of areas at high risk of crashes, and local weather information.

- d) Cloud-based systems hosted off-site includes performance analytics software to monitor performance and issue alerts.
22. During the Initial Term, Services shall be provided for the MoPac North, 290 Toll, and 45SW corridors. During Year 2, Year 3, and thereafter Services shall be provided for the entire service area as identified in orange, blue, and green on Attachment A (MOBILITY AUTHORITY SERVICE AREA/CORRIDORS). Services may be expanded by written amendment to interstate highway, United States or state highway route, or other corridors by the Mobility Authority or partner agencies.
23. The **Initial Term: Limited Proof of Concept “Go Live”** project payment outlined in both Appendix B and Appendix C shall not be paid until the Service Provider has produced a mutually agreed to Proof of Concept Plan and successfully completed the requirements of such Proof of Concept Plan. The Proof of Concept plan shall at a minimum implement the following scope of services items defined in Appendix A: Item (1) excluding third party data, Item (3), Item (6), Item (7), Item (8), Item (10), Item (15), Item (16), Item (17), Item (19), Item (20), Item (21) excluding sub-item (a).
24. The **Initial Term: Services “Go Live”** project payment outlined in both Appendix B and Appendix C shall not be made until the Service Provider has produced a mutually agreed to Final Implementation Plan and successfully completed the requirements of such Final Implementation Plan. The Final Implementation Plan shall include implementation of the remaining scope items not covered by the Limited Proof of Concept Plan including: Item (1) third-party data integration, Item (2), Item (4), Item (5), Item (9), Item (11), Item (12), Item (13), Item (14), Item (18), Item (21) sub-item (a).
25. Should the Service Provider be unable to complete one or more of the scope items in a timely manner due to technical challenges, integration issues or other factors caused by the Mobility Authority or its other third-party partners, the Mobility Authority reserves the right to alter the schedule and scope requirements.

Attachment A
MOBILITY AUTHORITY SERVICE AREA/CORRIDORS



Appendix B
COMPENSATION

1. The Time Period in the table below represents the anticipated time frame for payments based on the Project Schedule set forth in Appendix C. The “Not to Exceed Amount” reflects the maximum that could be paid if there are no budgetary adjustments and corresponding modifications to the Scope of Services per Article III; said amounts do not reflect the amount to which the Service Provider is entitled to receive:

Term	Fiscal Year	Time Period	Not to Exceed Amount
Initial	21	August 3, 2020 to June 30, 2021	\$150,000
Year 2	22	July 1, 2021 to June 30, 2022	\$225,000
Year 3	23	July 1, 2022 to June 30, 2023	\$225,000
Total			\$600,000

2. Invoicing shall be in accordance with the following schedule and shall only occur as provided for below. The “Not to Exceed Amount” reflects the maximum that could be paid if there are no budgetary adjustments and corresponding modifications to the Scope of Services per Article III; said amounts do not reflect the amount an amount to which the Service Provider is entitled:

Payment Element	Type	Not to Exceed Amount
Mobilization: Notice to Proceed (1)	Lump Sum	\$5,000
Initial Term: Limited Proof of Concept “Go Live” (2)	Lump Sum	\$15,000
Initial Term: Services “Go Live” (3)	Lump Sum	\$28,500
Initial Term: Services (4)	Monthly	\$14,500
Year 2 Services (5)	Monthly	\$18,750
Year 3 Services (5)	Monthly	\$18,750

(1) An invoice may only be submitted upon receipt of a Notice to Proceed (“NTP”) from the Mobility Authority, and only for the amount authorized in the NTP.

(2) An invoice may only be submitted upon the Mobility Authority’s approval of the Limited Proof of Concept as provided for in Appendix A, Paragraph 23, and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

(3) An invoice may only be submitted upon the Mobility Authority’s approval to “Go Live” with the Services as provided for in Appendix A, Paragraph 24, and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

(4) Monthly invoicing for Services for the Initial Term may only commence upon the Mobility Authority's approval to "Go Live" and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III. Invoicing shall only be for those months remaining in the Initial Term after "Go Live" approval is given.

(5) Monthly invoicing for Services for Years 2 and 3 may only commence if each respective Automatic Renewal Term becomes effective and only in the amount authorized by the Mobility Authority which may reflect a reduction in scope per Article III.

Appendix C
PROJECT SCHEDULE

The services shall be implemented in a phased approach based upon milestone date ranges outlined below and the process described within the Service Provider proposal. An exact schedule will be based upon an agreed upon the amount of integration/adoption needed, in conformance with milestone date ranges and subject to approval by the Mobility Authority.

SERVICES shall commence upon the execution of the Agreement and the issuance of a notice to proceed by the Mobility Authority. The milestone date ranges schedule shall be in accordance with the following schedule:

Contract Execution and Notice to Proceed	August 3, 2020
Initial Term: Limited Proof of Concept “Go Live”	September to October, 2020
Initial Term: Services “Go Live”	November 2020
Year 2 Services “Go Live”	July 1, 2021 to June 30, 2022
Year 3 Services	July 1, 2022 to June 30, 2023

Appendix D
PERSONNEL

1. Na'ama Goldberg - Project Manager
2. Ayala Rosenbaum - Product Manager
3. Paul-Matthew Zamsky - Strategic Partnership Lead
4. Kali Breheny - Proposal Manager
5. Alex Smolyak - Algorithm & Data Science Team Lead
6. Efrat Barak - Customer Support Lead

Appendix E
RESPONSE TO THE REQUEST FOR PROPOSALS



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

PROPOSAL:

Enhanced Traffic Information and Management System





1 Table of Contents

1	Table of Contents	1
2	About Waycare	2
3	Project Understanding & Approach.....	4
4	The Waycare Platform	5
4.1	Platform Core Features	5
4.2	Solutions Ecosystem.....	6
4.3	Waycare Smart Connect	6
4.4	User Interface	6
4.5	Data Input and Integration.....	7
4.6	Cloud Based Architecture.....	9
4.7	Real-Time Insights	9
4.8	Predictive Insights	10
4.9	Incident Management.....	11
4.10	Cross-Agency Collaboration	11
4.11	Communication	12
4.12	Reporting	14
4.13	Administration	15
4.14	Support	16
5	Our Team	16
5.1	Waycare Project Manager.....	16
5.2	Waycare Key Team Members	17
6	Implementation	17
7	Price Proposal	19
8	References	19
9	Additional Information	20
9.1	Conflicts of Interests and Ethics	20
9.2	Litigations.....	20
10	Addendums	21
11	Disclosure Statement Form	22
12	Appendix 1 – Platform Screenshots.....	23
13	Appendix 2 – Requirement Matrix	28
14	Appendix 3 – The Waycare-Siemens Integration for Connected Vehicles	32
15	Appendix 4 – Team Resumes.....	33
16	Appendix 5– Financial Statements - CONFIDENTIAL	34

Any questions or requests for additional data should be directed to:

Paul-Matthew Zamsky

Head of Strategic Partnerships

+1 (646) 242-1977

paul.zamsky@waycaretech.com



2 About Waycare

Waycare started with a vision of reducing preventable deaths due to traffic crashes. Founded in Israel in 2016, the company identified the United States as a key market and initiated a pilot in the City of Las Vegas as a proving ground for the technology. Within months, positive results confirmed the efficacy of the platform. This initial success propelled the company through a period of expansion within the state that now includes two districts, several cities, and multiple types of agencies, including: law enforcement, courtesy patrol, maintenance, TMC, etc.

A second office was established in Los Angeles in 2018 to better manage the company’s growing presence in the American market. From a core team of three founders, Waycare now includes almost thirty talented individuals spread between Israel and the United States. Beyond Nevada, the company is also active in Florida (City of Tampa, Pinellas County, Hillsborough County), as well as Ohio (Central Ohio Transit Authority, City of Columbus). A Series A funding round, which closed in October of 2019, will allow Waycare to continue serving its existing customers with a standard of excellence they have come to expect, as well as pursue new opportunities across the country and in markets abroad.

Our core leaders/managers are Noam Maital (CEO and Co-Founder), Shai Suzan (CIO and Co-Founder), Paul-Matthew Zamsky (Head of Strategic Partnerships), Shai Maron, (VP R&D), Alex Smolyak (Senior Data Scientist), and Efrat Barak (Customer Support Manager). Waycare has assembled this team to address all aspects of customer needs. The proposed staffing for this project will include senior management and other relevant members from the teams above. More details can be found in a later section of the document.

Waycare maintains two offices. The US leads all business, marketing, and sales, while Israel houses R&D and other technical teams of the company.

Waycare HQ	Waycare R&D
1601 Vine St. Los Angeles, CA 90027	Beit Hilel 16 Tel Aviv, Israel

Waycare’s product line is tailored for users in the public sector that have a direct impact on traffic and safety. A table of Waycare’s recent experience providing services for these types of governmental agencies can be found below:



Year	Client	Type of Agency	Population
2017	Regional Transportation Commission of Southern Nevada; Nevada Highway Patrol; Nevada Department of Transportation	MPO Law Enforcement DOT	(Las Vegas) 2.2 million
2018	Pinellas County Hillsborough County City of Tampa	County County City	970,637 1.4 million 385,430
2019	Central Ohio Transit Authority City of Columbus City of Henderson	Regional Transit Authority City City	 2.1 million 302,539
2020	Missouri Department of Transportation; Ayalon Highway	DOT Highway Authority	(St. Louis) 318,069 (Tel Aviv) 435,855

Waycare’s solution for this RFP, including technical approach and capabilities, is described in detail throughout the next sections:

2.1.1 About Siemens Mobility Intelligent Traffic Systems USA

Founded over 170 years ago, Siemens is a multi-national company with worldwide revenues in excess of \$85 billion dollars annually and employs over 380,000 people globally. Siemens Intelligent Traffic Systems (ITS) provides traffic management solutions with 90 employees located in its Austin, Texas headquarters, 200 employees in field offices around the country, and a manufacturing facility in Marion, Kentucky where traffic controllers and parts are made. With over 90 years of experience in traffic management since the installation of the first traffic signal in Berlin, Germany, in 1924, Siemens has a long history of providing ITS design and integration services to government agencies throughout the U.S. and worldwide. Over the past 40 years, Siemens has delivered more than 300 fully operational traffic signal control systems in the U.S and over 150 adaptive traffic control systems worldwide. Our focus has always been to deliver a solution that is right for the customer - a solution that is reliable, full-featured, and delivers performance along with safety.



The Siemens ITS U.S. portfolio encompasses a full suite of traffic management solutions: from advanced traffic controllers covering both Caltrans and NEMA standards to state-of-the-art SEPAC controller firmware to advanced traffic management software such as TACTICS and CONCERT, and adaptive traffic control systems such as ACS Lite, SCOOT. Siemens is develops software for specific applications such as transit signal priority, bike and pedestrian priority algorithms, Vision Zero enforcement solutions for speed and Don't Block the Box and integrated truck guidance at ports.

Beyond our traditional traffic management portfolio, Siemens is dedicated to providing cutting edge innovations that will not only provide answers to today's traffic situations, but also to developing answers for tomorrow. As a member of the U.S. Department of Transportation Research and Innovative Technology Administration Affiliated Test Beds, Siemens has supplied Connected Vehicle (CV) traffic controllers and software for CV test beds since 2007. Not only is supplying hardware, software and integration services for earliest deployments of Connected Vehicle, but it has partnered with a number of cities interested in Smart City transportation solutions.

3 Project Understanding & Approach

Waycare recognizes that CTRMA is seeking proposals for Enhanced Traffic and Information Management Services. As a regional entity that oversees various transportation facilities, Waycare proposes to deploy its cloud-based software solution to enable workflow efficiencies, support cross-agency collaboration, and increase roadway safety across the region.

Waycare will demonstrate the capabilities of the platform and additional applications through a pilot in select corridors. The Waycare pilot assumes a smaller area will be used to test and evaluate the efficacy of the platform. The services to be included:

- Waycare Platform
- Waycare Smart Connect

Based on the initial success from this period, project activities can be expanded using SaaS based annual licenses, which include ongoing support and maintenance.

Furthermore, Waycare and Siemens are partnering to provide CTRMA with an integrated solution for connected vehicle technologies. This partnership leverages the technical expertise of both companies for the benefit of CTRMA operations as a whole; by pairing Waycare's unique incident detection algorithms with Siemens' Road Side Units (RSUs) and Concert system, CTRMA can use the additional insights to manage their corridors efficiently and with the utmost safety in mind.



4 The Waycare Platform

Waycare is changing the way transportation agencies are looking at traffic optimization, management, and system infrastructure. At its core Waycare is tackling the biggest obstacles currently facing many transportation agencies today:

- Siloed data/systems and limited agency access.
- Tapping into new mobility concepts and preparing for a more connected future.
- The lack of technology to help unlock new insights and process vast amounts of data.

Waycare aggregates, synthesizes, and analyzes data from existing transportation infrastructure, connected vehicles, and other crowd sourced information to provide a shared, cloud-based platform unlocking key real-time and predictive operational insights. Waycare is software and hardware agnostic making it compatible with existing systems. The Waycare Platform provides a foundation upon which use-case specific modules can be implemented.

4.1 Platform Core Features

Waycare's platform leverages vast amounts of data from both internal road sources such as sensors, and cameras, as well as external vehicle and ecosystem data such as navigation solutions, telematics data, and more. Waycare harnesses machine learning technologies to synthesize all data sets and provide actionable insights to improve incident traffic management and traffic safety operations.

Waycare will take on the responsibility of aggregating historical and real-time data sources that pertain to CTRMA's traffic environment including crashes, incidents, weather, events, construction, infrastructure, connected vehicle data, etc.

Waycare is capable of housing all sorts of historical data from the region including but not limited to: infrastructure data, traffic movements, agency specific information (maintenance, law enforcement, emergency response, etc.), and events. These data points will be cleansed and normalized, with guidance from CTRMA, so that information is queryable once deployment occurs. Waycare has developed a unique canonical data model. Whenever data is brought in from an external source, it is converted into canonical form – speed, distances, dates, times; any data point that might vary from one source or another. This process is an important step in storing all types of data and making it easily accessible using the platform.

Considering all the different sources of data that Waycare intakes, it has been necessary to introduce filters and thresholds so that only the most reliable sources are reported and entered into the system.



Waycare achieves this aim by employing geofencing, artificial intelligence, and machine learning technologies to recognize duplicates and discard unreliable entries.

4.2 Solutions Ecosystem

Product Offerings:

- **Smart Connect** - Gives Traffic Management Operators full visibility of their roadways in real-time.
- **Clear Path** - Allows Service Patrol drivers to stay one step ahead in incident identification and reporting.
- **Proactive Response** - Provides Emergency First Responders with the most up-to-date information for coordinated mitigation tactics.
- **Rapid Restore** - Ensures better work order tracking, more detailed reporting, and cross-agency collaboration for maintenance crews.
- **Transit Sync** - Offers interactive visualization tools for on-time performance and incident impact.

4.3 Waycare Smart Connect

Waycare *Smart Connect* is designed with Traffic Management Operators' needs in mind. An intuitive layered map interface provides users with a real-time outlook of road conditions: congestion, risk zones, stalled vehicles, debris, traffic stops, major events, etc. Users can input incident activity and memo descriptions that are instantly accessible to other agencies such as First Responders, Maintenance, and more.

4.4 User Interface

Refer to Figure 1 in Appendix 1 for a screenshot of the Waycare Platform.

On the map, different layers can be switched on and off with ease. These include icons for field units (highway patrol, service patrol, maintenance, etc.), CCTV, in-vehicle behavior, congestion, at-risk roadways, incident alerts, work zones, planned construction, and more.

On the right side of the screen, incidents are organized in a list form with information about the location, type of incident, how it was identified, responding units, lane direction, and time. All events expand to include CCTV images, a response log, incident details, and work request option for simplified tracking and management of incidents.



Refer to Figure 2 in Appendix 1 for a screenshot of an Incident in progress.

Waycare can connect with CCTV cameras. Incident reports automatically pull from the closest cameras from within a geofenced area, while selected frames from a 20 second GIF (looped video) will be attached to provide a small snapshot of activity around the incident.

Waycare pulls in live streams from wherever CCTV cameras are installed in order to provide real-time information that can help responding teams better ascertain the situation on the ground. Incident reports automatically pull from the closest cameras from within a geofenced area, while selected frames from a 20 second GIF (looped video) will be attached to provide a small snapshot of activity around the incident.

Waycare allows incident reports to be modified by authorized individuals to reflect the most accurate information on hand. This includes moving the point of impact on the map in case the event was reported incorrectly, as well as adding media and notes. In addition, operators can take advantage of Waycare’s bidirectional partnership with Waze in order to increase awareness of road hazards to drivers in the vicinity. Users are able to generate a snapshot of the incident by creating a GIF from the most relevant camera angle.

Dispatchers and operators can contact and assign field users to a particular incident, then track their activity throughout the timeline of the event. This ultimately fosters increased cooperation among various agencies crossing multiple jurisdictions - state, city, and county alike.

Refer to Figure 3 in Appendix 1 for an example of assigned units for dispatch tracking.

4.5 Data Input and Integration

Refer to Figure 4 in Appendix 1 for an illustration of platform inputs and outputs.

Waycare can integrate with CTRMA’s systems to take advantage of existing data sources, providing additional value with minimal added cost. The models are extracted from historical and real-time data sets. The following tables outline typical datasets:

Internal Datasets			
Data Field	Timeframe	Key Fields	Solutions
Crashes	Historical/ real-time	Date, time, location, direction, severity, duration	Predictive Analytics Solution; Real-time incident management



Road Incidents	Historical/ real-time	Date, time, location, direction, incident type, severity, duration	Automatic incident identification; Real-time incident management; Cross-agency communications
Road Sensors	Historical/ real-time	Date, time, sensor-ID, average speeds, vehicle counts, vehicle type, split by lanes, sensor failure	Real-time travel times; Traffic congestion analysis
DMS	Real-time	Date, time, DMS-ID, message, duration, sign failure	Real-time message automation; Message efficiency analysis
Construction	Historical/ real-time	Date, time (start/end), location, direction, which lanes	Real-time construction zone traffic monitoring
Traffic Signaling	Historical/ real-time	Date, time, signal-ID, timing by direction/ timing plan, traffic signal failure	Real-time Traffic lights failures; Traffic lights timing analysis
Enforcement Activities	Historical/ real-time	Date, time, location, direction, activity type, duration	Cross-agency collaboration for proactive prevention
Road Incidents from Other Agencies	Historical/ real-time	Date, time, location, Road incident description (e.g. Metro road-incidents)	Cross-agency collaboration
Infrastructure Projects	Historical/ real-time	Date, order fixed time, order issued time, location	Construction zone traffic monitoring
Other	Historical/ real-time	Based on the agency's additional data sets	

External Data Sources			
Data Field	Timeframe	Key Fields	Solutions
Major Events	Historical/ real-time	Date, time (start/end), location, occupancy	Proactive major events traffic management
Weather (Actual and Forecast)	Historical/ real-time	Date, time, location, temperature, wind, precipitation, extreme weather alert	Real-time proactive weather alerts Combined impact analysis
Social media	Real-Time	Date, time, location, Road incident/ Major event description	Real-time incident alerts



Refer to Figure 5 in Appendix 1 for incoming and outgoing data through the Waycare Platform.

As a hardware agnostic solution, Waycare acts as an overlay to existing systems in place. The Company does not install any hardware but instead integrates with the full range of infrastructure, preventing redundancies and allowing for bi-directional communication with ATMS systems, CAD platforms, and other ITS infrastructure under the CTRMA's and its partners purview.

4.6 Cloud Based Architecture

As a cloud-based software solution, CTRMA will gain access to performance analytics, insights, and alerts without the need to install additional hardware or other on-premise components.

4.7 Real-Time Insights

The platform is designed to have most real-time operational features visible on a multi-layered screen that enable operators to streamline their experience and increase situational awareness.

As part of the core platform, Waycare has developed a set of AI powered tools which are designed to provide CTRMA, TxDOT, the City of Austin, and other participating agencies with real-time and forward looking insights.

- **Automated AI-driven incident identification:** Through the use of in-vehicle data and city resources (ATMS, CAD, infrastructure, etc.), Waycare has developed an automated AI driven incident identification tool. Items categorized under incidents include crashes, debris, road hazards, construction, special events. Waycare automates and fuses transit data when available. An advanced sorting matrix is incorporated to ensure incidents are prioritized accordingly. Waycare provides automatic identification of potential safety hazards using contextual driving (analytics) behavior data from telematics and navigation providers. The combination of near miss data is used to inform agencies on strategies, countermeasures, and feed into the incident management tool.
- **Predictive analytics for proactive traffic safety and congestion countermeasures:** Predictions are generated dynamically through models that incorporate historical, real-time, and external (weather, events, seasonality) data. These insights are displayed on the Waycare platform for the agency to take preventative measures.
- **Automated irregular congestion algorithm using external in-vehicle data:** The Waycare system analyzes historical and real-time data from internal and external data sources to develop a dynamic irregular congestion model to identify anomalies in traffic patterns. The system will



generate a warning of the relevant segments accordingly. Traffic irregularities are often indicators of undetected events, incidents, and hazards.

- **Dynamic travel analysis for improved travel time reliability (including head/end of queue warnings):** This functionality enables agencies to monitor queuing in the selected areas. Queue development will often lead to harsh braking and dangerous driving behavior which can result in primary and secondary crashes. Accurate identification of the queued area in real-time can help agencies take proactive preventative steps such as reduction of speed limits and the use of DMS signage to warn oncoming drivers. Queues are detected through both infrastructure and in-vehicle data. These queues are easily identifiable on the platform using a GUI, which warns operators in real-time of queues and dangerous heads of queues.

Waycare expands the sources for automated alerts beyond the standard 911 call. Both internal and external sources are tapped to generate a list of incidents in-progress. Relevant entities can view, edit, and coordinate responses using the information at hand.

4.8 Predictive Insights

Waycare's proprietary deep learning technologies provide advanced predictive analytics to identify near-term dangerous roads and intersections. Those segments and hotspots with a high likelihood of a traffic crash are displayed on the GIS-based interface. The platform equips operators with real-time decision-making tools, enabling improved incident mitigation, dynamic real-time traffic flow optimization, evacuation, and communication with the public. The platform provides a daily (24-hour) forecast broken down into segments to highlight areas of concern.

- **Resource allocation:** Forecasts allow agencies to strategically allocate resources in preparation of possible incidents, saving time and money. This may include updating DMS boards with messages to reduce speeds, placing officers in relevant locations, or a combination. These methods have proven in previous projects to reduce the risk of crashes significantly.

Waycare is leveraging anonymized connected vehicle data to produce new forms of safety insights:

- Contextual driving information
- Intersection wait-times
- Vehicle direction

These are displayed through an interactive map, where users can access a live video feed, incident reporting tools, and more.



Refer to Figure 6 in Appendix 1 for a screenshot of CV generated safety insights.

4.9 Incident Management

One of Waycare's strengths is fusing data from internal and external sources for automatic incident detection. Waycare helps correct underreporting caused by the bystander effect - on average the platform helps identify 20% more incidents, on average nine minutes before they are even called into 911, saving valuable time. These events are displayed in a list format off to the side of the map feature. Active reports generated by the platform include precise locations, CCTV images, responding unit info, and measure of impact to the surrounding roadways. Users are able to validate and modify such reports to provide responding units with the most up-to-date information before they arrive on scene.

Incident reports in the Waycare platform include the following geofenced information:

- CCTV footage from cameras within the vicinity (up to five)
- Details of the incident
- Real time updates of responding units and actions taken
- Ability to push relevant alerts via integrated systems (Twitter, GovDelivery, etc.)
- Up to date weather forecast provided by external data partners

These reports can be edited by anyone with the correct permissions.

4.10 Cross-Agency Collaboration

Waycare facilitates data sharing across agencies and jurisdictions by integrating disparate information from internal infrastructure sources (ATMS, CAD, Public Works etc.) and external partnerships on one platform using a GIS interface.

All Waycare platforms are designed for a cloud environment, enabling seamless communication and data sharing between CTRMA, TxDOT, the City of Austin and other stakeholders to support existing workflows and incident management operations.

- **Incident management:** The platform ensures that multiple different users from separate agencies can access the same incident information, collaboratively mitigate incidents, and effectively



communicate critical information. Seamless cross-agency communication ensures faster emergency and service vehicle response and clearance time.

- **Data & Reporting:** Waycare sources and synthesizes all relevant data from different agencies into one system making it available to all users across the city. This provides cities with new, unleveraged reporting and data sharing capabilities.
- **Permissions:** The system is built on permissions, so cities and agencies can adjust necessary parameters for more sensitive data and decide if and when to share information with the public.
- **Partnering with other agencies:** When new agencies onboard the system, they are added to the current environment enabling a seamless onboarding into the existing platform.
- **Jurisdiction:** The platform allows State DOT, cities, and counties to access the same data and incident reporting to ensure improved collaboration.
- **Tailored Access:** Each agency has the ability to select the scope of their deployment and integration with the central Waycare platform. The deployment can range from full-scale implementation to select insight and APIs integration into existing systems.

4.11 Communication

Waycare can merge with existing hardware and software solutions as long as an API is made available. This includes applications such as --- Travel Information Website, 511, CAD, and the agency’s Twitter account to enhance notifications sent out to the public. In preparation for connected and autonomous vehicle technology, Waycare has built a foundation to provide updates directly to vehicles equipped with such solutions, like Waze. These capabilities are detailed in the table below:

Communication Method	Waycare Feature	Benefit
DMS Board	Display targeted warnings in high risk areas	Increases driver awareness to potentially hazardous road conditions
GovDelivery	Automated message creation and direct posting from the platform	Reduces bulky user interfaces and streamlines the communication tools available to all agencies
511	Automated outbound feed from the Waycare platform to 511 for incident alerts	Eliminates the need for manual submissions



Twitter	Allows traffic operation agencies to post Twitter updates from a centralized location about incident and roadway status. AI is used to automatically generate the wording, leading to a uniform format of communication and saving operators time by not having to manually craft each Twitter message	Saves operators' time
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4.11.1 Connected Vehicle Communication

Waycare’s open APIs will enable CTRMA to embrace bi-directional communication with vehicles on the road. This can take the form of approved outbound notifications to the public - Such alerts are generated from within the Waycare platform and received by nearby drivers using the Waze application.

The platform can notify about defined events (with filters) via SMS and email, along with browser alerts.

As a hardware agnostic platform, Waycare is able to integrate with existing systems across municipal, county, and even state boundaries. The platform is designed with current and future technologies in mind, such as 5G and DSRC, allowing agencies to develop strategies today that translate to opportunities for tomorrow.

4.11.2 Waycare and Siemens Partnership

Waycare and Siemens are partnering to provide CTRMA with an integrated solution for connected vehicle technologies. Siemens has been working with CTRMA to enhance the tolling systems through Siemens connected vehicle technologies. Siemens and CTRMA are working to build on the connected vehicle demonstration done in June 2019 by deploying Siemens roadside units along the 45 SW toll facility. In addition, the overall scope of this technology would expand the use of RSUs to include 183S and MOPAC corridors. Siemens Concert platform has also been proposed as part of the longer-term vision of these corridors to manage the RSUs in a simple, integrated manner. The Concert CMS and incident management modules would be installed and integrated with other complementary systems at CTRMA, including the incident management platform through Waycare. This integration would allow CTRMA to leverage their CV investments by adding information from the RSUs and incorporating that as additional data and intelligence for incident management and detection.

4.11.3 CV & External Data

Waycare’s core platform is supplemented by additional feature sets including:

- Congestion alerts (including regular and irregular)
- Head of queue analysis
- Construction zone monitoring



- Special events affecting traffic (on-going and planned)
- Crashes
- Road hazards
- Incidents
- Local weather
- Predictive analytics that show areas at high risk for crashes

The incorporation of contextual driving behavior from connected vehicles provides much needed granularity to all the data being processed. This helps improve the accuracy of the system and brings more visibility to conditions on the roadways.

Today's connected vehicles are producing enormous amounts of data - about half a terabyte per day. Sensors surround the interior and exterior of the vehicle, gathering statistics on driving behavior. Waycare, in concert with a constantly evolving set of partners, is able to extract value from this wealth of information in order to keep the models updated of various parameters, including but not limited to:

- Harsh braking zones
- Harsh acceleration zones
- Excess steering zones
- Average speeds

This data set supplements the existing feeds and allows the platform to more accurately detect incidents and make predictions regarding roads at risk for crashes. With this information, participating agencies in the region will have the ability to take more proactive measures to promote traffic safety.

With more connected cars and the introduction of autonomous vehicles on our roads, the amount of data will only continue to rise exponentially. Waycare will enable CTRMA to better manage the vast amount of incoming data more efficiently and effectively, while simultaneously generating valuable insights in the process.

4.12 Reporting

Waycare is capable of housing all stores of historical data from the region including but not limited to: infrastructure data, traffic movements, agency specific information (maintenance, law enforcement, emergency response, etc.), and events. These data points are cleansed and normalized, with guidance from participating agencies, so that information is queryable once deployment occurs. Waycare has developed a unique canonical data model. Whenever data is brought in from an external source, it is



converted into the canonical form - speed, distances, dates, times; any data point that might vary from one source or another. This process is an important step in storing all types of data and making it easily accessible using the platform. Referencing the tables in the section above, it is easy to see how many different data points with non-standard labeling the platform will encounter on a regular basis. New incidents and activities are automatically logged and backed up through the system on a continuous basis, providing constant feedback to the historical models in real time. The archives of the warehouse will be searchable by such terms as: date, time, geographical location, and data type. Reporting functionality is also supported using tools within the system or by exporting a particular data set to PDF, CSV, JSON and more formats.

Refer to Figure 7 in Appendix 1 for an example of reporting capabilities.

Refer to Figure 8 in Appendix 1 for a screenshot of the heatmap tool in the back office.

In the back office tab of the Waycare platform, a reconstruction tool enables users to look up incidents by type and determine the course of action taken through a broken down timeline - from discovery, to unit arriving on scene, then road clearance, and finally incident clearance. This applies to any incident or area of congestion. These logs are accompanied by a map and the report. Once Waycare is deployed, all subsequent events will appear in this format through the platform.

Refer to Figure 9 in Appendix 1 for an illustration of the reconstruction tool in the back office.

4.13 Administration

The Waycare platform provides its users with the ability to manage permissions and access within the platform through the Admin section.

The platform can comfortably support hundreds of concurrent users.

Waycare can provide differing levels of access to system administrators, dispatchers/operators, and field units. Access to certain features and editing capabilities will be defined by the permissions granted to each user based on their role. Waycare can support a read-only view.

The Waycare platform can be accessed from a browser on a desktop or any data enabled mobile device. By leveraging the cloud, Waycare gives access to all participating agencies so they can coordinate response to incidents, share information, and strategically allocate resources. Responding units have the ability to



upload pictures from the scene, request work orders from a maintenance crew, and call up other assets in the field, further enhancing collaborative activities.

Remote access has been optimized for mobile devices, whether that be through tablets or cellphones. Certain features, such as dark mode, can be customized to meet the needs of a diverse set of users.

4.14 Support

Waycare has a full-time support team ready to receive and troubleshoot issues as they arise. An integrated tab within the platform provides a form for feedback. These support tickets are sent with an email alert to the Customer Support Manager who then assigns the task, prepares an appropriate response to the claim, and tracks the progress of the ticket through the Zendesk program. Training courses (on-site and remote), user guides, and follow-up sessions with the Waycare Support Team can be arranged when a new feature is added or new users are brought on.

Waycare is invested in providing consistent and timely updates to the platform. These changes occur twice a month according to the predetermined release schedule and may include:

- Toolkit feature improvements
- New data and analytics features

Notes summarizing such updates are available for any user to review. Frequent meetings provide a direct line of communication to clear up any known issues and make sure all parties are keeping pace with the aforementioned project schedule. As part of the service Waycare provides, customization and new features can be developed to meet the needs of the agencies involved. The Waycare team will conduct on-site visits and regular service calls with key users of the system in order to understand such requirements.

5 Our Team

The following key members will be assigned to the Project Team:

5.1 Waycare Project Manager

Shai Suzan - Senior Project Manager

Shai is the CIO and a Co-Founder of Waycare Technologies. Prior to founding WayCare, Shai led international R&D projects in the automotive and IoT domains with leading hi-tech companies such as Zoran, CSR, and Qualcomm. Shai holds a BSc in Electrical Engineering and an MBA from the Technion Institute.



5.2 Waycare Key Team Members

(Resumes for all relevant team members can be found in Appendix 3.)

- **Na'ama Goldberg** - *Project Manager*

Na'ama Goldberg is a Project Manager at Waycare. She holds an M.A. (Cantab) from the University of Cambridge, having studied Land Economy & Geography. Prior to Waycare, Na'ama co-established a nonprofit organization in the Smart Mobility field and worked as a Management Consultant at Accenture.

- **Ayala Rosenbaum** - *Product Manager*

Ayala Rosenbaum is the Product Manager at Waycare. She holds a dual B.A. from the Hebrew University of Jerusalem in Cognitive Science and Amirim Program for Honor Students. Prior to Waycare, Ayala worked as a product manager at HERE Mobility.

- **Paul-Matthew Zamsky** - *Strategic Partnership Lead*

Paul-Matthew is the Head of Strategic partnerships at Waycare Technologies. He leads partnership efforts with municipalities and data sources throughout the on-boarding process and post-kick-off. Before Waycare, he was the Director of Customer Success at Powerlinx. He has been evolving in the start-up world ever since graduating from NYU with a double major in Economics & Politics.

- **Kali Breheny** - *Proposal Manager*

Kali Breheny is the Proposal Manager at Waycare. She holds a B.A. in Linguistics from McGill University. Prior to Waycare, Kali interned as a government fellow at the Fuel Choices & Smart Mobility Initiative and worked in the Automotive Sector at the Israel Export Institute.

- **Alex Smolyak** - *Algorithm & Data Science Team Lead*

Alex is the Algorithm and Data Science Team Lead at Waycare Technologies. Alex brings over a decade of quant research and data science in various domains (Hedge funds, AdTech, Social networks). He holds a B.Sc in physics, an M.Sc in financial mathematics and is currently working on a Ph.D. in physics focused on network science.

- **Efrat Barak** - *Customer Support Lead*

Efrat Barak Zadok is the Customer Support Manager at Waycare. She holds a Masters of Business Administration (MBA) from Tel Aviv University with a specialization in Marketing. Her past experience includes various roles in the communications and marketing fields while customer experience and satisfaction were always on top of her priorities. Prior to Waycare, Efrat worked at Greenroad Technologies and ClickSoftware.

6 Implementation

Waycare will use a phased approach for this project. An exact schedule will be determined based on the finalized scope along with the amount of integration/adoption needed.

Waycare uses a 3-step process for implementation:



1. Data onboarding and integration (Typically 2-5 months)
2. Test user phases - training and customization (Typically 2-3 months)
3. Full system deployment - including training (Typically 1 month)

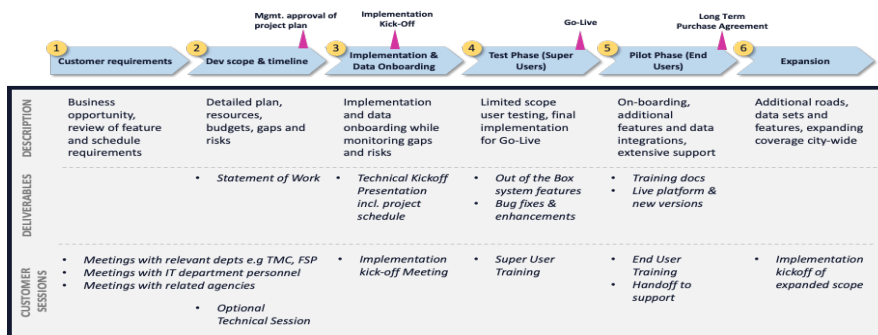
At each of the phases the following stakeholders are involved:

1. Project manager & IT lead - Bi-weekly call
2. Project manager & selected test users - Weekly feedback call
3. All system users

In addition, Waycare can assist the agency with change management guidance to simplify the process for users to embrace a new platform.

Waycare’s Project Development Lifecycle Methodology (shown in the diagram below) is a process that has been developed based on the success of previous implementations.

- Phase 1 provides an opportunity for the client and Waycare to gather user/organization-wide requirements, review project goals and discuss a tentative project timeline.
- During Phase 2, the project scope is reviewed and finalized including the timeline, budget, and resources.
- This is followed by the implementation of basic platform functionalities in Phase 3, including major data integrations, as well as ongoing meetings with the client to raise and resolve project items.
- Phase 4 includes a soft launch of the platform whereby test users can conduct various activities in the system. During this phase, client feedback is gathered, reviewed, and translated back to Waycare for further analysis and action.
- Phase 5 comprises the Go-Live of the system, at which point the operational platform is available to all defined end users. Customer support is offered during this period to ensure that users can raise issues and receive timely resolution. The customer support team also conducts ongoing meetings to collect customer feedback for the purpose of addressing bugs and collecting usability feedback.
- After this point Waycare and the client will review and redefine project goals, KPIs, and timelines for a successful expansion model.





7 Price Proposal

Waycare is offering to supply the software throughout the pilot phase on the MoPac Express Lane , 45SW and 290 Toll;

	One-Time Fee
Pilot	\$150,000

Following the pilot phase and per request from CTRMA, Waycare offers the ability to extend and expand the contract across the CTRMA roads for up to three years at a rate of:

	Annual Cost
Software License	\$188,000
Maintenance	\$37,000
Total	\$225,000

Furthermore, Waycare and Siemens are offering to integrate with the Siemens Concert CMS system via Rest-API. This quote is for the integration and testing only and does not include the full Concert CMS system, which will be provided separately by CTRMA through a separate procurement.

	One-Time Fee
Rest API Integration & Testing	\$30,000

8 References

Contacts: Date of Use: 2017 - Present

1. Brian Hoeft, (Director RTC of Southern Nevada-FAST)- 4615 W Sunset Rd, Las Vegas NV 89118- hoeftb@rtcsonv.com - 702-432-5300
2. Lt Col Dan Solow (Colonel, Nevada Highway Patrol)- 4615 W Sunset Rd, Las Vegas NV 89118- dsolow@dps.state.nv.us- 775-684-7470



3. Juan Hernandez - Principal Traffic Operations Engineer Traffic Operations – ITS Programs and Operations- 1263 South Stewart Street, Carson City, NV 89712- jhernandez@dot.nv.gov – (775) 834-8300

Contacts: Date of Use: 2018 - Present

1. Ken Jacobs- Traffic Signal Operations Manager at Pinellas County Government) - 22211 US Hwy. 19 N., Clearwater, FL 33765- kjacobs@pinellascounty.org - (727) 464-8907
2. Vik Bhide – Director Transportation and Stormwater Services- 107 N. Franklin Street, 3rd Floor, Tampa, Florida 33602- Vik.Bhide@tampagov.net - (813) 274-3101

Contacts: Date of Use: 2019 – Present

1. Joanna Pinkerton CEO of COTA - 33 N. High St. Columbus, OH- pinkertonjm@cota.com - (614) 228-1776

9 Additional Information

9.1 Conflicts of Interests and Ethics

Waycare does not have any known relationship that could create a conflict of interest or any appearance of such if awarded the services outlined in this RFP. The company is familiar with and will comply with all policies pertaining to this subject. The disclosure statement form is included with this response. Finally, Waycare will comply with Texas House Bill 1295/Section 2252.908 of the Government Code.

9.2 Litigations

Waycare is not currently involved, nor has been involved in any litigation resulting from the provision of its services. The company is also not involved at present or has been in the past in any litigation pertaining to complaints of equal employment, discrimination, or sexual harassment. As such, there are no dispositions of any complaints of this nature.



10 Addendums

EXHIBIT C
CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

SECTION I. Description of Potential Conflicts of Interest.

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

SIGNED:  DATE: 06/22/20

NAME AND TITLE: Paul-Matthew Zamsky, Head of Strategic Partnerships

REPRESENTING: Waycare Technologies Inc

APPROVED BY THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

SIGNED: _____ DATE: _____

NAME AND TITLE: _____



12 Appendix 1 – Platform Screenshots

Segment with high potential for occurrence of incidents.

AI generated irregular congestion detection

Erratic driving behavior from in-vehicle data partners

Congestion detection leveraging in-vehicle data.

AI detected incidents

The screenshot displays the Waycare platform interface. On the left, there is a search bar and navigation icons. The main area is a map showing a network of roads with various colored markers (red, yellow, green) indicating incidents and congestion. On the right, there is a sidebar with tabs for 'INCIDENTS', 'TRAFFIC', and 'IN PROGRESS'. The 'INCIDENTS' tab is active, showing a list of incidents with details such as location, time, and status. The list includes incidents like 'I-15 Charleston', '95 CASINO CENTER (NB) ACC HIT NO MED; NBSO', 'US-95 Casino Center', '15 159 (SB) ACC NO MEDIC PS; SB NO RS', '215 EASTERN (EB) ACC NO MEDIC PS; EB', '95 CASINO CENTER (NB) ACC MEDICAL PS; NB SO', '15 CHARLESTON (Estimated location) (SB) ACC NO ME', 'near 5738 Eldora Ave at ML TL3 administration', and '3430 S Pecos Rd 131.00.00'. Below the incidents list, there is a section for 'IRREGULAR CONGESTIONS'.

Figure 1- Screenshot of the Waycare Platform

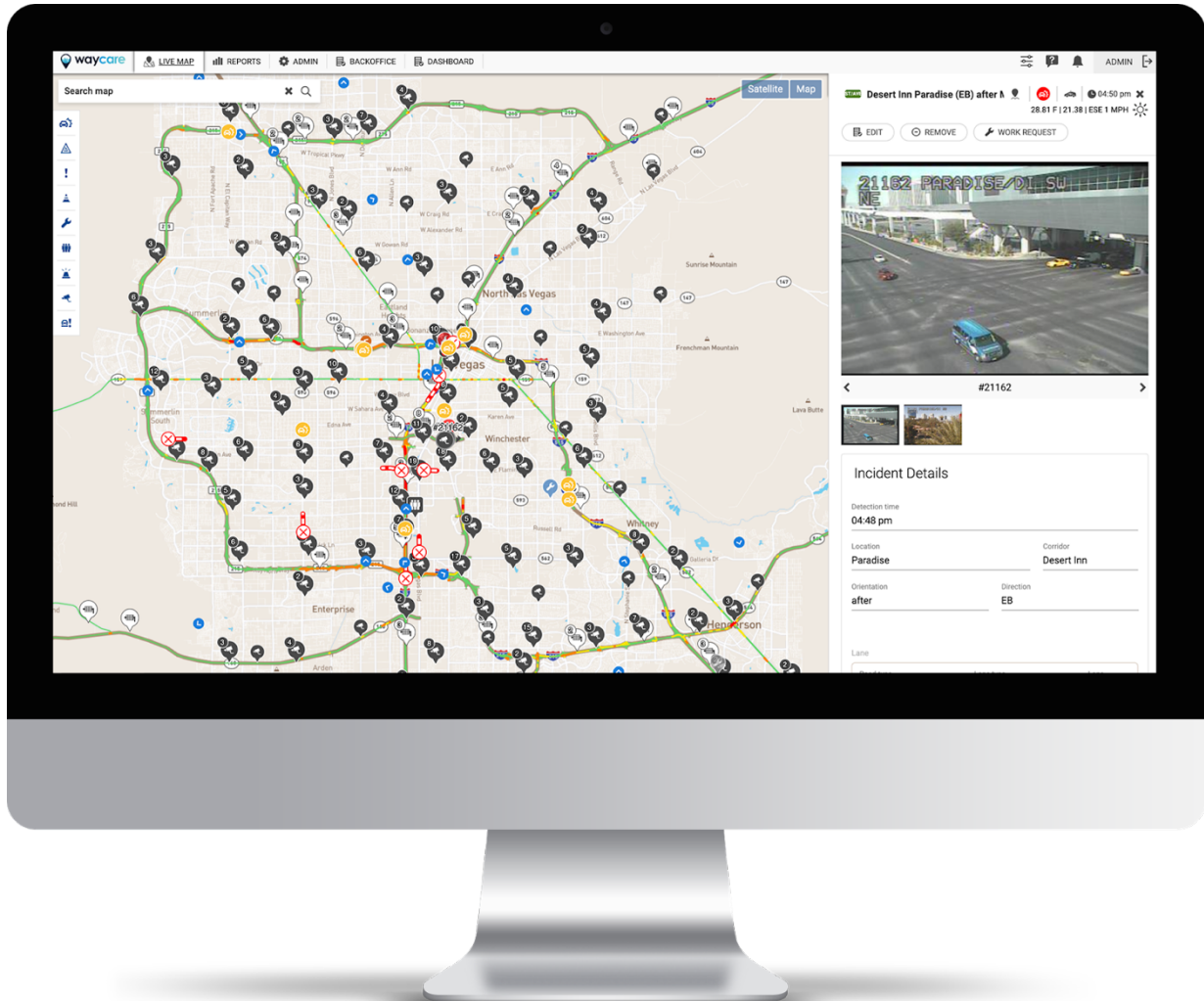


Figure 2 - Screenshot of an Incident in Progress

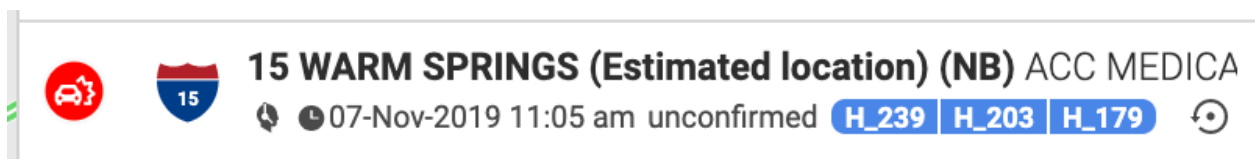


Figure 3 - Example of Assigned Units for Dispatch Tracking

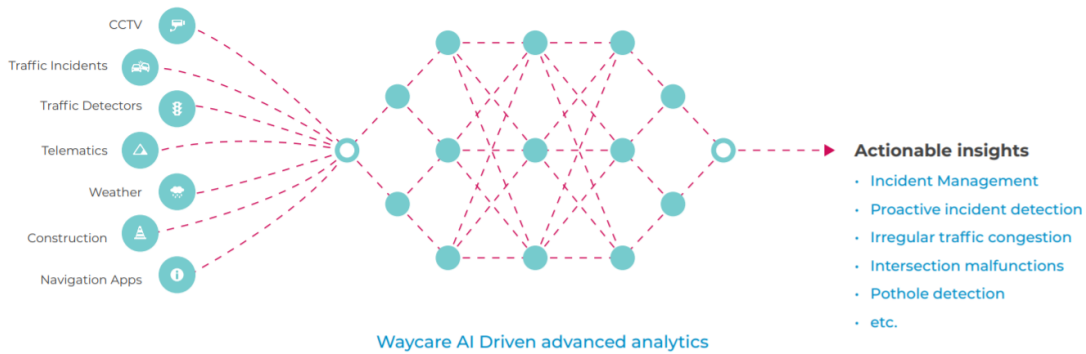


Figure 4 - Illustration of platform inputs and outputs

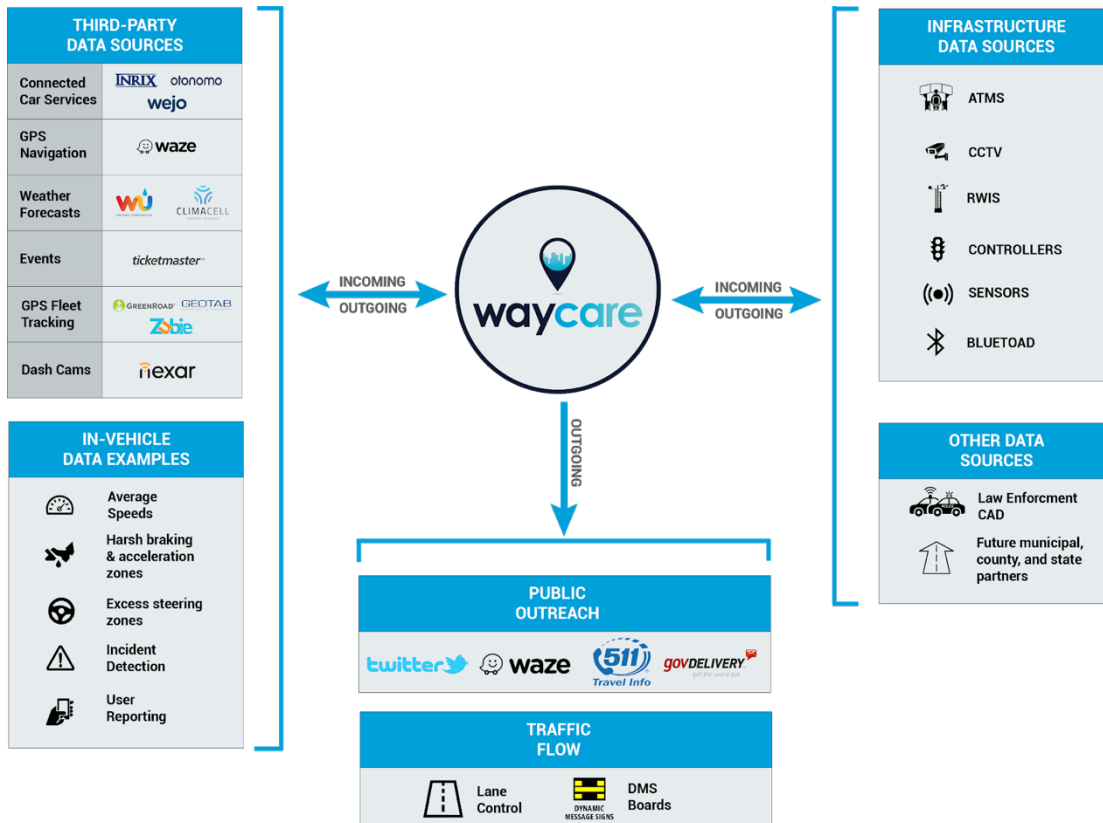


Figure 5 - Incoming and Outgoing Data Through the Waycare Platform

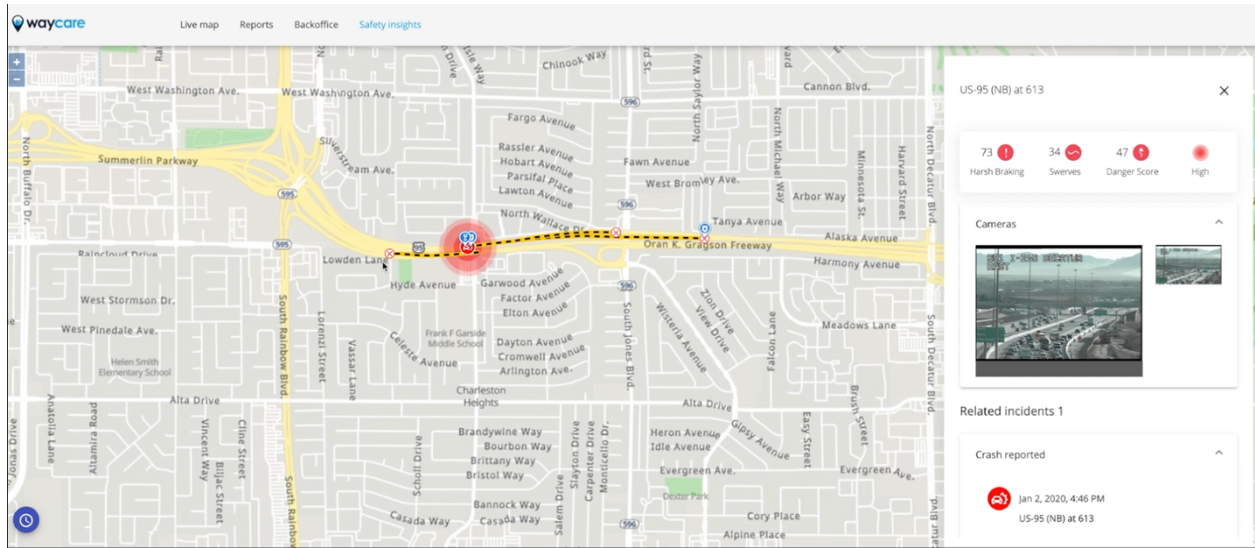


Figure 6 - Screenshot of CV generated safety insights

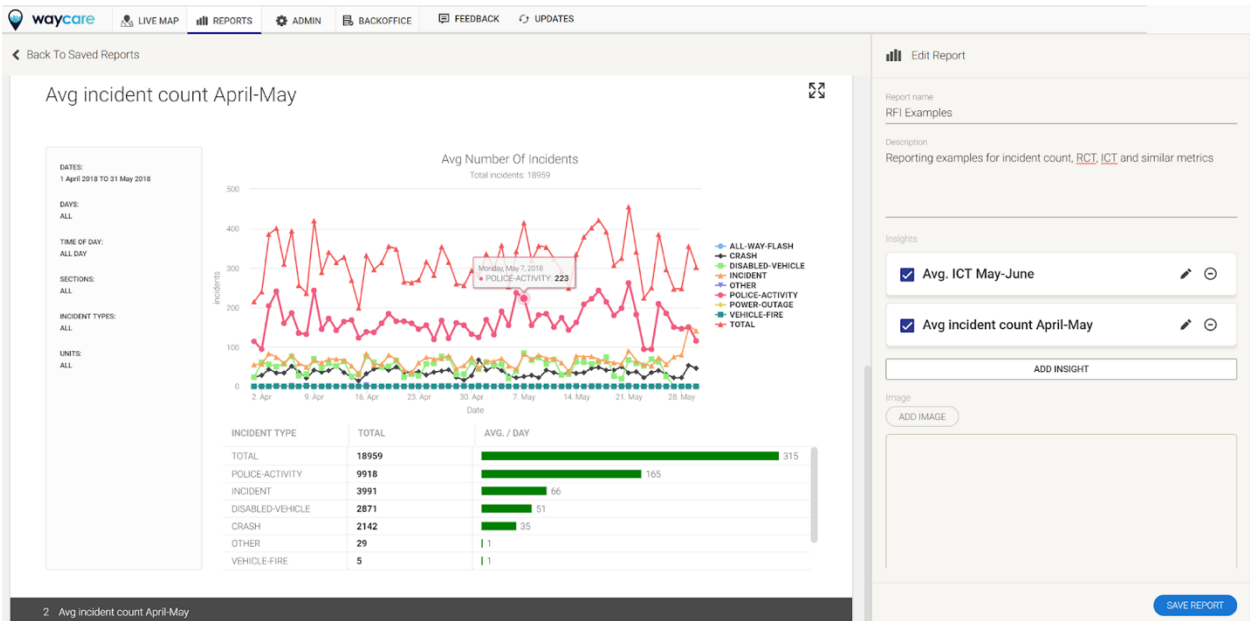


Figure 7 - Example of Reporting Capabilities

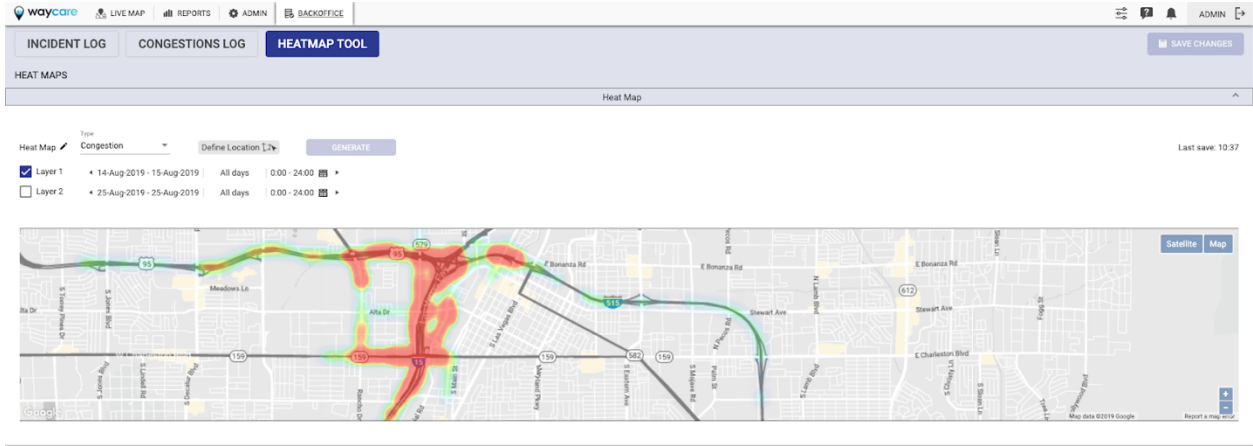


Figure 8- Heatmap Tool in the Back Office



Figure 9 - Reconstruction Tool in the Back Office



13 Appendix 2 – Requirement Matrix

ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES REQUIREMENTS MATRIX		
Requirement #	Description	Corresponding Proposal Section
1	Provide an automated artificial intelligence (AI) driven incident identification using historical and real-time in-vehicle data (telematics and navigation providers), Mobility Authority, Texas Department of Transportation (TxDOT), City of Austin (COA), and other agencies upon mutual agreement (loop sensors, traffic signal data, etc.);	4.7
2	Integrate with traffic operations infrastructure such as closed-circuit television (CCTV) cameras, traffic signals, microwave vehicle detection system (MVDS), inductive loops, flood sensors, dedicated short range communication (DSRC) radios, and existing Dynamic Message Signs (DMS).	4.5 / 4.11.1
3	Ability to filter duplicate information from incoming data sources to provide MOBILITY AUTHORITY and partner agencies a high level of certainty when responding to incidents.	4.1
4	Ability to push notifications / alerts to drivers in the accident proximity area through Waze, social media, DMSs, roadside units (RSUs), and other systems and media. Increasing awareness is key to encouraging safer driving behavior.	4.11
5	Predictive analytics to identify and predict roads with a high likelihood of problematic traffic flow, traffic crashes, or incidents to strategically allocate resources and take actions in advance of possible incidents.	4.8
6	Provide secure multiple user access enabled via cloud environment through standard internet browser via any device (desktop, workstation, laptop, tablet and smart phone).	4.13
7	Provide training and operations manual and documentation for initial startup and for platform and functionality updates.	4.14



8	Ability to create a GIF from a CCTV feed and attach it to an incident for other users to see the incident at the time of reporting.	4.4
9	Real-time bidirectional automatic data feeds with a variety of stakeholders including but not limited to: Mobility Authority, TxDOT, COA, and other agencies upon mutual agreement.	4.5
10	Display on one screen both a layered map and list of functionality, traffic information as a separate layer on the map, queues and heads of queues leveraging in-vehicle data, detect and display in a separate color irregular congestion on the map, available CCTV cameras and link to the video stream, warnings derived from the contextual driving behavior, location of dynamic messaging signs and current messaging on them, the location of government fleet vehicles if location data is available.	4.4
11	Display events, planned construction, and road closures, as a separate layer on the map; and geolocated real-time alerts over a map overlay.	4.4
12	Predictive analytics includes forward-looking insights relation to incidents and areas at risk using external and internal data. Generate the predictions on a 24-hour rolling bases cut into two-hour segments, displayed on the system map during their relevant time of the insights, and real time forward-looking alerts of incidents impact on travel times.	4.8
13	Irregular congestion analytics to identify abnormality in traffic patterns.	4.7
14	Unified data-aggregation for retroactive mobility performance measures analysis.	4.12
15	Identify relevant data that should be associated with an incident/event utilizing geofencing technology.	4.1
16	Identify potential safety hazards using contextual driving behavior data from connected cars and smart devices (smartphones, tablets, etc.).	4.8
17	Integrate disparate systems into a streamlined intuitive GIS based interface.	4.10
18	Reporting capabilities in an PDF export format which highlights data points relevant to traffic activity and management including reconstructing the incident timeline and impact to travel times.	4.12



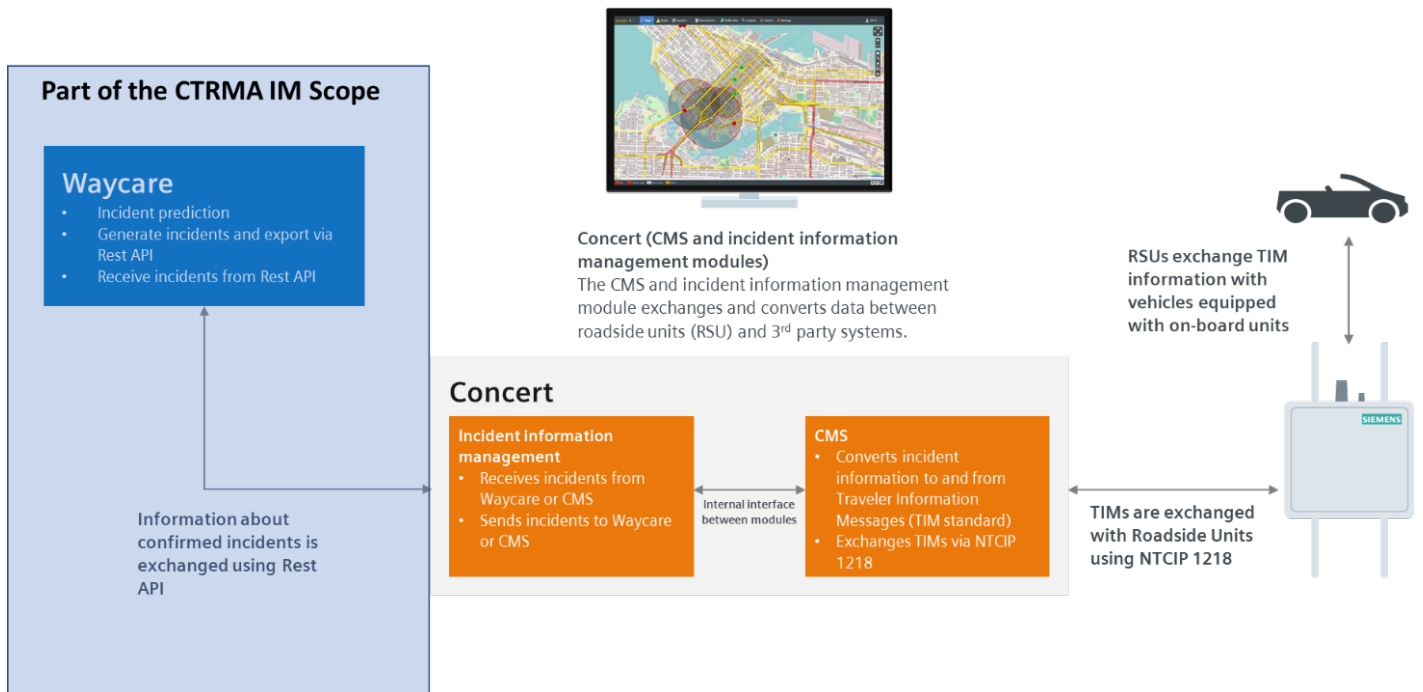
19	Automated alerts of incidents from both external and internal sources without being solely reliant on 911 calls, list of active incidents with relevant attribute data, user reported incident capability.	4.7
20	Incident reporting function shall include camera view of the five most relevant cameras related to the incident, Incident details, editable incident description with sharing feature to relevant public-facing services, activity log displaying changes and updates to the incident by different users, a list of relevant dynamic messaging signs with current messaging and access to a change function, current weather at the site of the incident with information from external data sources.	4.4 / 4.9
21	Incident reporting function with an edit feature enabling the users to change the location of the incident through a drop pin on the map, update incident information and description, share function with external systems such as Waze, ability to select a principal camera and create a GIF file to be attached to the incident.	4.9
21a	Communicate with connected vehicle protocols (DSRC and 5G) to aggregate data in real-time and transfer alerts to vehicles in a geofenced area.	4.11.1
21b	Automatically aggregate numerous sources of data, historical and in real-time, into a normalized data warehouse including road crashes, road incidents, weather events, major events (e.g. sports events), construction and infrastructure, traffic lights status, extreme weather alerts, in-vehicle data, average speed, harsh breaks, harsh acceleration, excess steering, breakdowns, crashes, stoppage at an intersection, DMSs, variable speed limits, and CCTV images.	4.1
21c	Functional and flexible permission management capability to add and remove agencies, change level of access to system, change levels of access to other agencies and public.	4.13
21c i	Provide at least 100 user accounts for use by first responders and other operational partners.	4.13
21c ii	Establish different user privileges into at least 3 categories: full system access including configuration changes, read/write access, read only/view access.	4.13



21c iii	Cross-agency collaboration and seamless communication and data sharing between partner agencies to support existing workflows and incident management operations.	4.10
21c iv	Receive, store and disseminate information relating to transportation concerns including but not limited to congestion and head of queue analysis, road construction, on-going and upcoming special events, crashes, incidents, and hazards, predictive insights of areas at high risk of crashes, and local weather information.	4.11.2
21d	Cloud-based systems hosted off-site includes performance analytics software to monitor performance and issue alerts.	4.6



14 Appendix 3 – The Waycare-Siemens Integration for Connected Vehicles



ALEX SMOLYAK

Algorithms and Data Science Team Lead

WAYCARE EXPERIENCE

Responsible for algorithmic R&D. Together with the company's technological leadership defines short and long term goals, which include the application of ML and AI methodologies to solve high-impact traffic related issues. Manages the execution of such tasks to develop models and additional features used by Waycare's clients.

PROJECT WORK

- Ayalon Pilot
- NDOT Maintenance
- City of Henderson Pilot
- District 1 (Nevada)
- District 2 (Nevada)
- City of Tampa
- Pinellas County
- Hillsborough County
- Delaware Pilot
- Walnut Creek Pilot

PRIOR PROFESSIONAL EXPERIENCE

Vehicle Infotainment Project Verification Lead

Qualcomm/CSR

Managed international and local teams; coordinated schedules; enforced latest product methodologies

Verification Team Lead

Zoran Microelectronics Ltd.

ASIC engineer (Logic Design and Verification)

- DVD department - Video decoding
- Digital cameras department - Face detection

ACADEMIC BACKGROUND

Technion Israel Institute of Technology

MBA, International Program | 2011 - 2012

BSc, Electrical Engineering | 2004 - 2008

AYALA ROSENBAUM

Product Manager

WAYCARE EXPERIENCE

Responsible for the development of products within the organization. This includes: business strategy, functional requirements, and coordination between different technical departments.

PROJECT WORK

- Ayalon Pilot
- NDOT Maintenance
- City of Henderson Pilot
- District 1 (Nevada)
- District 2 (Nevada)
- City of Tampa
- Pinellas County
- Hillsborough County

PRIOR PROFESSIONAL EXPERIENCE

Product Manager

HERE Mobility

Responsible for the entire lifecycle of a B2B SaaS product, available on both mobile and web, from POC:

- Developed and communicated both short and long-term product roadmaps based on market and customers' needs, aligned with company's strategy.
- Built work processes and acted as primary connector between all business units - working closely with R&D, QA, UI/UX designers, Marketing, PS, and Biz-Dev teams.
- Wrote detailed requirements and PRDs, and working closely with development teams overseeing their implementation.
- Conducted extensive product research using competitor analysis, market and users research.

Research Assistant

Hebrew University Cognitive Science Lab

Supported research efforts by conducting experiments on MATLAB and Direct RT, analyzing and cleaning data, and preparing research publications on behalf of the research team.

ACADEMIC BACKGROUND

The Hebrew University of Jerusalem

BA, Cognitive Science | 2013 - 2016

PAUL-MATTHEW ZAMSKY

Head of Strategic Partnerships

WAYCARE EXPERIENCE

Leads the scoping of project together with local agencies with a focus on creating relationships between regional partners, private partners. In charge of managing the project from initial contact/ideation to technical kick-off and hand off to the product team.

PROJECT WORK

- Ayalon Pilot
- NDOT Maintenance
- City of Henderson Pilot
- District 1 (Nevada)
- District 2 (Nevada)
- City of Tampa
- Pinellas County
- Hillsborough County
- Delaware Pilot
- Walnut Creek Pilot

PRIOR PROFESSIONAL EXPERIENCE

Head of Client Services & Systems Manager

Powerlinx

- Managed 9-account managers who worked with 10,000 small business and corporate customers across different industries and countries.
- Developed the company's customer success strategy focused around customer advocacy.
- Developed the technology that powered the "business matchmaking" aspect of Powerlinx, as well as the user experience from early stages of on-boarding to achieving on platform success.
- Implemented, configured, trained and maintained the broad spectrum of systems that were not directly product related (CRMs, Call Center Software, CSM platform, Marketing Automation & Communication, Analytics, On-Site Translation, Customer Service Chat etc.)

Head of Product & Co-Founder

Treble Inc.

- Co-founded Treble Media Inc. and helped develop a vision, business model and go-to-market strategy.
- Designed the Beta version of the Treble mobile application and Treble online resources.

Product & Business Development

AppArchitect

- Led the development and go-to market execution of the platform from private to public beta.
- Developed and designed the User Experience, and distribution of the platform to reach maximum market potential

ACADEMIC BACKGROUND

New York University

BA Economics & Political Science | 2010 - 2013

EFRAT BARAK

Customer Support Manager

WAYCARE EXPERIENCE

Supports the customer base by analyzing the root cause of an issue, triaging, and communicating it to the customer development and engineering teams. Engages with internal and external stakeholders through off-site training and feedback channels. Provides critical input to facilitate work plans with customers for ongoing and new projects.

PRIOR PROFESSIONAL EXPERIENCE

T1 Team Lead and Technical Support Engineer

GreenRoad

- Troubleshooting, analysis, investigation, testing and configuration of the GreenRoad's products that included proprietary hardware, cloud and mobile technologies.
- Created work processes and KPIs for the team, while enforcing, tracking and training them.
- Mentored new support members. Worked closely with sales reps, PMs, developers, QA and other support engineers, to timely resolve technological issues.
- Developed new ideas to improve the product and help customers achieve their goals.

Technical Solution Engineer

Clicksoftware

Supported global enterprise & mid-level customers, partners and internal implementation teams.

- Responsible for troubleshooting complex issues in various settings: Client-Server, Web, Mobile, SaaS, Databases, Optimization and more.
- Worked closely with Product and PS groups to resolve escalations and deliver new features.
- Took ownership of strategic enterprise accounts. Served as the customer's main point of contact for all technical issues.
- Helped customers realize and maximize their value out of the product. Built and maintained the knowledge base.

Marcom and Communications Associate

Evogene

Responsible for the company's overall communications, both in Israel and overseas, including: public relations, investor relations, marketing communications, website and internal communications, community relations, social responsibility, strategic planning and implementation of communications.

ACADEMIC BACKGROUND

Tel Aviv University

MBA Marketing | 2011 - 2014

BA, Communications and Literature | 2005 - 2008

KALI BREHENY

Proposal Manager

WAYCARE EXPERIENCE

Supports marketing, business development, and sales through the production of outward facing written content, including proposals, grant applications, scopes, etc. Coordinates between different internal teams to accurately represent the company's products, capabilities, and strategy accurately.

PRIOR PROFESSIONAL EXPERIENCE

Automotive Marketing Coordinator

Israel Export Institute

- Promoted Israeli companies within the sector through business opportunities relating to activities with multinationals, exhibitions, and road shows abroad
- Built and maintained strong relationships with partners in the ecosystem (Government, VC's, academia, accelerators, tech hubs, etc.)
- Strategically partnered with Israeli Economic & Trade Missions around the world to coordinate incoming and outgoing delegations

Government Fellow

Fuel Choices and Smart Mobility Initiative

- Researched and reported on worldwide activities pertaining to experimental test sites, regulatory and legal framework of autonomous vehicle deployment on public roads, and pilot programs in smart mobility. Findings presented and discussed with several governmental sub-committees
- Increased cooperation and awareness of the Initiative's agenda through the coordination with science and innovation attaches from foreign embassies in Tel Aviv
- Supported the development of foreign press releases and web content

ACADEMIC BACKGROUND

McGill University

BA Linguistics | 2009 - 2013

NA'AMA GOLDBERG

Project Manager

WAYCARE EXPERIENCE

Responsible for planning and overseeing projects from start to finish. This includes supervision of technical departments, company resources, and project progress. Maintains a bi-directional communication channel between stakeholders and relevant departments in the organization.

PROJECT WORK

- Ayalon Pilot
- NDOT Maintenance
- City of Henderson Pilot
- District 1 (Nevada)
- District 2 (Nevada)
- City of Tampa
- Pinellas County
- Hillsborough County

PRIOR PROFESSIONAL EXPERIENCE

NGO Co-establisher

Israel Smart Mobility Living Lab (ISMLL)

ISMLL provides cities, government offices and private companies with a digital platform to share data, collaborate and create solutions that will improve cities.

- Co-established the NGO. At the onset, worked directly with the CEO as a team of two to build the organizational infrastructure, including: product creation; business model definition; strategic documents' delivery (e.g. client presentations, MoUs), among others.
- Executed a competitive analysis for the establishment of a digital marketplace (to operate as a private company) that allows players to collaborate around use cases.
- Wrote papers about Data Trusts, Digital Platforms and Public Infrastructure Investment.

Management Consultant

Accenture Israel

- Executed workshops, collected business requirements, defined business processes and user stories.
- Developed understanding of software delivery lifecycle and received consistently high client feedback regarding resourceful management, deliverables' improvement and professionalism.
- Onboarded to Change Management and later conducted successful knowledge transfer to client.
- Delivered several strategy projects in the fields of CRM and social media. Key impacts included business data analysis, vendor selection and definition of implementation roadmap.

Intelligence Intern

Max Security Solutions

Delivered socio-economic reports and travel recommendations to ensure client safety. Used GIS tools and online sources to generate geopolitical risk analyses.

ACADEMIC BACKGROUND

University of Cambridge

BA, Geography | 2011 - 2014

SHAI SUZAN

CIO, Co-founder & GM Israel

WAYCARE EXPERIENCE

Defining and engaging with key players, maintaining project schedules and timelines, solving conflicts, communicating with internal and customer project personnel, managing external resources, integration with infrastructure and 3rd party data sets

PROJECT WORK

- Ayalon Pilot
- NDOT Maintenance
- City of Henderson Pilot
- District 1 (Nevada)
- District 2 (Nevada)
- City of Tampa
- Pinellas County
- Hillsborough County
- Delaware Pilot
- Walnut Creek Pilot

PRIOR PROFESSIONAL EXPERIENCE

Vehicle Infotainment Project Verification Lead

Qualcomm/CSR

Managed international and local teams; coordinated schedules; enforced latest product methodologies

Verification Team Lead

Zoran Microelectronics Ltd.

ASIC engineer (Logic Design and Verification)

- DVD department - Video decoding
- Digital cameras department - Face detection

ACADEMIC BACKGROUND

Technion Israel Institute of Technology

MBA, International Program | 2011 - 2012

BSc, Electrical Engineering | 2004 - 2008



Dave Miller

Principal Systems Engineer

Mr. Miller is Principal Systems Engineer of the Siemens ITS Solution Design and Engineering team. Working for Siemens since 1999, Mr. Miller has more than two decades of experience in systems engineering, product design and development of transportation management and control systems including signal controller, Connected Vehicle Roadside Units (RSU), Vehicle to Infrastructure (V2I) applications, ITS Security, signal priority, emergency response and vehicle active safety. Mr. Miller is a subject matter expert contributing to standards development for transportation, Connected Vehicle equipment, V2I applications, and infrastructure support of automated vehicles.

Education

- M.S., Engineering, University of Texas, Austin
- Graduate Work, Electrical and Computer Engineering (Control Theory) University of Iowa
- B.S., Electrical Engineering, University of Iowa

Years of Experience - 40

Core Competencies

- Connected Vehicle Solutions
- Advanced Technologies
- Developing Concept of Operations with Clients
- Systems Engineering

Affiliations

- Chair of the Joint Committee on Advanced Transportation Control
- Member of ITE Connected Vehicle Task Force (Systems Engineering and Policy)
- Member of Institute of Transportation Engineers (ITE)
- Member of Society of Automotive Engineers (SAE)
- Member of International Council on Systems Engineering (INCOSE)
- Chair of NEAM 3TS Transportation Management Systems Technical Committee

Relevant Project Experience

Tampa-Hillsborough Expressway Authority (THEA) Connected Vehicle Project – Tampa, Florida

Mr. Miller is Infrastructure Lead for the USDOT THEA Connected Vehicle project including roadside equipment, back office, data collection and cyber security. Documentation contributions include User Needs, Concept of Operations, System Requirements, System Architecture, Operational Readiness Plan and Operational Demonstration Plan. Mr. Miller co-hosted the public facing USDOT outreach webinars at Operational Readiness, System Architecture, System Design and Application Design milestones. Project planning began in 2015 and became fully operational in 2018, with research data collected multiple times per second from 1,000 vehicles.

USDOT Connected Vehicle Safety Pilot Deployment – Ann Arbor, MI

Mr. Miller was the chief architect on the Siemens team for a 2012 USDOT Connected Vehicle Safety Pilot deployment in Ann Arbor, MI. He worked on a USDOT project that equipped 3,000 vehicles with aftermarket Connected Vehicle Onboard Units (OBU) for crash avoidance. Siemens supplied the Central Traffic Management system, traffic controllers and interoperability demonstration with 3rd party traffic controllers using NTCIP standards. In addition to integration of Roadside Units (RSUs) with signal controller and vehicle OBU, Mr. Miller developed the methodology for transmitting SPaT countdown to predict Red Light Violation Warning in an adaptive control strategy that continually updates signal timing based on approaching equipped vehicles. This development also included the SPaT client software integrated into 3rd party RSUs for communications with vehicles

Connected Vehicle Demos and Pilot Deployments, 2007-2015

Mr. Miller led a set of capacity building efforts showcasing Connected Vehicle technology including signal phase and timing and crash avoidance for the Crash Avoidance Metrics Partnership (CAMP) in Oakland County, MI in 2007, the World Congress International Drive adaptive SPaT broadcast in Orlando, FL in 2011 and international deployments from Vienna, Austria to Rotterdam, the Netherlands, and City of Newcastle, England.



Karen Giese, P.E.
Smart Cities Program Manager

Ms. Giese has more than 20 years of domestic and international engineering and consulting experience in transportation technology applications. She has worked for major consulting firms and international vendors in traffic operations, traffic operations, conceptual design, and transportation planning. Ms. Giese is a simulation expert, and helped Vancouver, BC prepare for the 2010 Winter Olympic Games, leading a team that developed a multi-modal, state-of-the-art model to assess emergency scenarios in downtown. With Siemens, Ms. Giese leads software development and system integration projects for major clients. Currently she serves as Siemens Seattle Smart Cities Program Manager, deploying, operating, and maintaining Siemens full mobility portfolio of traffic signals, adaptive control, and ATMS systems.

Education

- M.S., Civil Engineering, Iowa State University, Ames
- B.S., Civil Engineering, Iowa State University

Years of Experience -
21

Core Competencies

- Traffic Engineering
- Microsimulation
- Signal Systems
- Transit Priority and Strategies
- Connected Vehicle

Relevant Project Experience

Seattle Center of Excellence for Traffic Management

As the program manager of the Siemens contract with Seattle Department of Transportation, Ms. Giese is responsible for the overall success of the Siemens systems installed in the Seattle traffic management center running over 800 intersections in the city including managing the resources of systems engineering and R&D staff positioned to support the city's system. She advocates and manages tasks orders expanding the Siemens systems into areas such as incident management, transit signal priority, bike detection and other innovative extensions. She continues to work with Seattle DOT staff to create a set of performance measures and dashboard to measure the performance of the system while managing the overall program. She provides ongoing consulting services through an annual operations and maintenance support contract.

Central Texas Regional Mobility Authority (CTRMA) Connected Vehicle Demonstration Project

Ms. Giese supports an innovation program for CTRMA to develop a connected vehicle demonstration project for the agency. The scope includes the roadside unit hardware, liaising with the maintenance contractor to install the units and scoping out plans for a connected vehicle management tool.

Federation Internationale de l'Automobile (FIA) Mobility Advocate Project

Ms. Giese is the project manager for a project with FIA to provide software and hardware solutions to evaluate mobility solutions and assist FIA member clubs to provide an evidence-based approach to implementing mobility policies and strategies. The subject matter includes autonomous vehicle modeling, environmental modeling and enhanced simulation analysis outputs contributing for a sustainable mobility systems.



16 Appendix 5– Financial Statements - CONFIDENTIAL

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
REQUEST FOR PROPOSALS
to provide
ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

RFP Issue Date: June 3, 2020
Response Due: 4:00 P.M., C.S.T. on June 22, 2020
Addressed To: Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
Attn: Fabiola Bowers
Email: fbowers@ctrma.org

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

REQUEST FOR PROPOSALS

to provide

ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

The Central Texas Regional Mobility Authority (the "MOBILITY AUTHORITY") is a political subdivision of the State of Texas established pursuant to the request of Travis and Williamson Counties, Texas, and the approval of the Texas Transportation Commission. The MOBILITY AUTHORITY is governed pursuant to the provisions of Texas Transportation Code, Chapter 370, and is seeking proposals from SERVICE PROVIDERS interested in providing ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES to the MOBILITY AUTHORITY and potentially other governmental entities.

Responding firms must demonstrate a history of providing traffic management support services to governmental entities using artificial intelligence and predictive analytics systems for traffic safety and traffic flow optimization services.

Certain information is necessary to evaluate each responding firm's ability to provide the desired services. This Request for Proposals (the "RFP") details the information that will enable the MOBILITY AUTHORITY to evaluate properly the abilities of the responding firms. The anticipated work is described herein and in Exhibit A and shall sometimes be referred to as the "Services" in the context of this RFP.

1. DESCRIPTION OF MOBILITY AUTHORITY

The MOBILITY AUTHORITY is a regional entity granted powers under state law to study, design, construct, operate, expand, enlarge, extend, and maintain transportation facilities within the region of the MOBILITY AUTHORITY (currently Travis and Williamson Counties) and adjacent areas as permitted by law. Transportation facilities over which the MOBILITY AUTHORITY may exercise responsibility include but are not limited to toll highways and facilities, freight and passenger rail facilities, certain types of airports, intermodal hubs, and systems of transportation facilities. The powers and duties exercised by the MOBILITY AUTHORITY and its Board of Directors are impacted by numerous federal and state laws, rules, and regulations.

2. RESPONSE FORMAT AND REQUIREMENTS

This RFP broadly outlines the information that proposers must submit to enable the MOBILITY AUTHORITY to evaluate the experience and capabilities of the responding proposers.

All submittals must be responsive to the general format and guidelines outlined within this RFP. A responsive submittal is one that follows the general guidelines of this RFP, includes all documentation requested, is submitted following the general format outlined herein, displays sound justification for recommendations, is submitted by the deadline, and has the appropriate signatures as may be required. Failure to comply may result in the submittal being deemed nonresponsive.

Respondents should follow the outline in Section 3 using section headings and subheadings. Clearly identify each request being addressed and answer each specifically and succinctly. Please provide a response to every question or request for information identified. If no response is given, clearly explain why.

Submittals **must not exceed twenty (20) pages** (8.5 x 11 inches with 1-inch margins from all sides), type font size not less than 11 points, and printed on one side. Response shall be submitted as a bound document and printed single-sided on standard 8½" x 11" paper. Graphics, charts,

photographs, and/or exhibits may be on 11" x 17" paper but must be folded to the standard size; foldout pages count as one page.

The page limit does not include the cover page, cover letter (limited to 1 page), front/back cover sheets, dividers, table of contents, the Disclosure Statement Forum (Exhibit C), resumes (limited to 1 page each) or other items requested to be included in an appendix. The minimum type size shall be 11 point. Materials submitted in excess of the specified 20 pages will not be reviewed.

Proposals Submittal

Proposal can be submitted by mail, delivered by commercial carriers or messenger services, and shall be received to:

Fabiola Bowers, Traffic & Incident Manager
Central Texas Regional Mobility Authority
3300 N IH35, Suite 300
Austin, Texas 78705

If the Proposal is submitted by mail, the sealed envelope shall state "PROPOSAL ENCLOSED" and include the Proposer's name and address and the Solicitation Title. The only acceptable evidence to establish the time of receipt is the time/date stamp on the proof of delivery provided by the commercial carriers or messenger services.

Proposal can also be submitted electronically. The proposal, including appendices, shall be emailed in a single PDF file. If the PDF file is delivered as an attachment to an email, it cannot exceed 20Mb in size. For PDF files exceeding 20Mb, a link shall be provided for CTRMA to download the PDF file from a cloud location. If the Proposal is submitted electronically, it shall be e-mailed to:

Attn: Fabiola Bowers, Traffic & Incident Manager
Email: fbowers@ctrma.org
Email Subject: **CTRMA-RFP- Enhanced Traffic Information and Management Services**

RESPONSES TO THIS RFP SHALL BE DELIVERED BY MAIL or ELECTRONICALLY, AS INDICATED ABOVE, NO LATER THAN 4:00 P.M., C.S.T., JUNE 22, 2020.

The MOBILITY AUTHORITY is not responsible for any conditions which may preclude timely delivery of responses, including weather, traffic, or technology issues precluding timely receipt of proposals.

Proposals will not be accepted delivered by fax.

The MOBILITY AUTHORITY reserves the right to request additional information or clarifications from any respondents or to allow corrections of errors or omissions.

3. RESPONSE CONTENT

Responses to this RFP shall include the following information:

- a) Company Contact Information
 - i. Name, title, address, telephone number, fax number, e-mail address of individual submitting the proposal and to whom questions or requests for additional data should be directed.

- b) Company Information, including:
- i. Brief history of the responding firm.
 - ii. Firm organization, senior management, and proposed staffing for this potential project.
 - iii. Corporate address.
 - iv. Other office locations and addresses.
 - v. Any litigation (including any formal administrative proceedings or investigations by any regulatory agencies) in which the firm is currently involved or has been involved since 2017 resulting from the firm providing traffic management support services. Indicate the case style, court or venue where pending, and current status or disposition of such litigation or proceedings.
 - vi. Any litigation, complaint, or filing against the firm since 2017 regarding equal employment, discrimination, or sexual harassment and the disposition of any such complaint.
 - vii. A summary of the firm's experience providing services for governmental entities for 2017, 2018, 2019, and to date.
 - viii. Firm Financial Statements. At the time of submission of its Response, a complete set of the firm then previous two (2) years of consolidated financial statements, including, without limitation, balance sheet and income statements, and notes related thereto shall be provided. By submitting a Response, the firm, if awarded the project, agrees to deliver to the MOBILITY AUTHORITY, current and updated unaudited financial statements, certified as true, complete, and accurate by the Firm's Chief Financial Officer, reasonably requested by the MOBILITY AUTHORITY from time to time. The Firm's Financial Statements shall be provided in Appendix to the Response and are excluded from page limits.
- c) Technical Approach, Service/System Capabilities, and Personnel
- i. Proposed organizational chart to perform services for the Mobility Authority
 - ii. Describe the technical approach to providing the Services described herein.
 - iii. Describe the service/system capabilities
 - iv. Identify key members to be assigned to this engagement, with the anticipated role and a brief biography of each individual (full resumes may be included as an appendix material (one page each) but should not be included in the main body of the firm's proposal).
- d) Compensation and Schedule
- i. Pricing structure/methodology and the cost for Services in the initial term, Year 2, and Year 3. For each term, the firm shall separate in its response the Cost for Implementation Services, the Cost for Maintenance and Support Services, and the Cost for Licenses and provide the pricing methodology that apply to each.
 - ii. Proposed Project schedule.
- e) References
- i. Provide at least three (3) references (name, title, address, telephone number, and email address) that the MOBILITY AUTHORITY may contact. The MOBILITY AUTHORITY reserves the right to independently contact other references. Input received may be considered as part of the scoring. A reasonable effort will be made to contact all references.
- f) Historically Underutilized ("HUB") and Disadvantage Business Enterprise ("DBE") Participation
- i. Indicate whether the responding firm is a certified HUB or DBE and if so, provide supporting documentation, including evidence of certification through the State of Texas or a Texas regional certification agency.

- ii. Describe the responding firm's process for encouraging HUB/DBE participation in the work.
- g) Conflict of Interest Disclosure
 - i. See Item 6 below regarding requirement of Conflict of Interest Disclosure Statement(s). These, if applicable, must be included in the appendix.

4. MINIMUM REQUIREMENTS

Firms interested in providing Services shall demonstrate two (2) years of experience providing services substantially the same as required in Exhibit A. The determination of acceptable experience shall be at the sole discretion of the MOBILITY AUTHORITY.

Failure to meet minimum requirements may result in the submittal being deemed nonresponsive.

5. SCOPE OF SERVICES

The Scope of Services to be provided are described in Exhibit A. It is anticipated that the Proposal of the responding firm selected to provide the Services will be included as an appendix to the agreement to provide services entered into with the MOBILITY AUTHORITY.

6. CONFLICTS OF INTEREST AND ETHICS:

Proposers should familiarize themselves with and comply with the MOBILITY AUTHORITY'S Conflict of Interest Policy (available on the MOBILITY AUTHORITY'S website at <http://www.mobilityauthority.com/about>). All Respondents and team members are required to complete and submit with the Proposal a Conflict of Interest Disclosure Statement (attached as Exhibit C) if the Respondent 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 Mobility 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.

7. QUESTIONS CONCERNING THE RFP/UPDATES

ALL QUESTIONS CONCERNING THIS RFP SHALL BE RECEIVED BY EMAIL AS INDICATED BELOW NO LATER THAN 4:00 P.M., C.S.T., JUNE 10, 2020.

Attn: Fabiola Bowers, Traffic & Incident Manager

Email: fbowers@ctrma.org

Email Subject: **CTRMA-RFP- Enhanced Traffic Information and Management Services**

Responses to questions posed will be posted on the MOBILITY AUTHORITY website.

The MOBILITY AUTHORITY reserves the right to contact the person submitting a question to clarify the question received, if necessary. The MOBILITY AUTHORITY further reserves the right to modify, summarize, or otherwise alter the content of a question to protect the identity of the requestor and to provide responses that the MOBILITY AUTHORITY believes will best inform interested parties of potentially relevant information. The MOBILITY AUTHORITY further reserves the right to decline to answer questions.

Interested parties are responsible for monitoring the MOBILITY AUTHORITY website (<https://www.mobilityauthority.com/business/opportunities/procurements>) for information, updates, or announcements regarding this RFP. Such information may include changes to the procurement schedule and addenda related to technical information and the anticipated Scope of Services.

8. ANTI-LOBBYING PROHIBITION

Except for questions concerning this RFP which may be submitted pursuant to Section 7 above, responding firms shall not contact, either directly or indirectly, members of the MOBILITY AUTHORITY'S Board, or any employee of the MOBILITY AUTHORITY or a consultant to the MOBILITY AUTHORITY on any matter related to the content of the proposal or other matter related to this MOBILITY AUTHORITY solicitation. Responders may reply in writing only to questions posed by an official representative of the MOBILITY AUTHORITY.

Any proposer judged to be in violation of this anti-lobbying prohibition may be disqualified from being considered in this procurement.

9. SELECTION OF SERVICE PROVIDER

The MOBILITY AUTHORITY will make its selection based on demonstrated competence, experience, knowledge, qualifications, and cost of Services as reflected in the criteria set forth below.

The Mobility Authority may shortlist Service Providers based upon an initial evaluation of the proposals. Shortlisted Service Providers may be required to conduct a remote demonstration of the proposed services. The final evaluation score will be determined following the conclusion of the demonstration process.

Scoring Criteria

The proposers shall be evaluated according to the following criteria:

Response Element	Maximum Score
<i>Litigations and Complaints about Discrimination</i>	<i>Pass/Fail</i>
<i>Conflict of Interests and Ethics</i>	<i>Pass/Fail</i>
<i>Qualifications and experience of the firm, Diverse workforce and commitment to HUB/DBE involvement, and Soundness of the Firm Financial Statements</i>	<i>400</i>
<i>Technical approach and proposed staff capability</i>	<i>400</i>
<i>Cost and Cost methodology</i>	<i>200</i>
TOTAL:	1000

Selection Committee

An RFP review team will be formed by the MOBILITY AUTHORITY to evaluate and score the responses received to this RFP. The MOBILITY AUTHORITY may, but shall not be required to, conduct interviews, or require a remote presentation or demonstration of the proposed SERVICES from one or more of the responding firms. Should interviews with or presentations from any proposer(s) be deemed desirable by the MOBILITY AUTHORITY, the proposer(s) will be notified, and a date and time confirmed between June 29, 2020 and July 3, 2020.

A final score will be tallied, and a recommendation will be made to the Board of Directors concerning the most qualified firm to provide the SERVICES. In its sole discretion, the MOBILITY AUTHORITY Board of Directors will award the contract to the Respondent it determines is best qualified to provide consultant services for the MOBILITY AUTHORITY.

Once the firm is approved by the Board of Directors, the MOBILITY AUTHORITY will attempt to negotiate and finalize the agreement for SERVICES as provided on Exhibit B of this RFP. The MOBILITY AUTHORITY may decline to utilize a firm if such negotiations are not successful.

The MOBILITY AUTHORITY anticipates announcing the selected firm at the July 29, 2020 Board meeting with an anticipated start date of August 10, 2020.

10. AGREEMENT

The MOBILITY AUTHORITY anticipates that it will enter into an agreement with the responding firm selected to provide the SERVICES in the form of the sample agreement in Exhibit B.

11. TERM OF AGREEMENT

The MOBILITY AUTHORITY seeks to secure an agreement with an initial term ending on June 30, 2021, with two successive one (1) year renewals and an option to extend for up to two (2) additional years thereafter subject to concurrence of the MOBILITY AUTHORITY Board of Directors. Renewals shall be automatic each year unless the MOBILITY AUTHORITY notifies the selected provider that it will not be renewing the term.

The initial term of the agreement shall provide Services for MoPac Express Lane, 290 Toll, and 45SW Toll for an amount not to exceed \$150,000.

Services shall be provided for the entire SERVICE AREA in subsequent years (i.e. Year 2 and Year 3), unless otherwise modified through contract amendment. That shall include extending the Services to all MOBILITY AUTHORITY corridors open to traffic and under construction, including 183 Toll, 183A, 183 North, 183 South, 290/130 Flyovers, and 71 Toll.

12. RELEASE OF INFORMATION AND PUBLIC INFORMATION ACT

All responses to this RFP shall be deemed, once submitted, to be the property of the MOBILITY AUTHORITY. Response documents may be subject to public disclosure under the Texas Public Information Act ("PIA"). Any material deemed to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such. If the MOBILITY AUTHORITY receives a request for public disclosure of all or any portion of a proposal, the MOBILITY AUTHORITY will use reasonable efforts to notify the proposer of the request and give the proposer an opportunity to assert, in writing to the Office of the Attorney General, a claimed exception under the PIA or other applicable law within the time period allowed under the PIA.

13. COST OF RESPONSES

All costs directly or indirectly related to preparation of a proposal submitted in response to this RFP and any later oral interviews and presentations required to supplement and/or clarify the proposal shall be the sole responsibility of, and shall be borne by, proposers.

14. RESPONDERS ACKNOWLEDGEMENT

All written, printed, and electronic correspondence related to this RFP and all printed materials, Exhibits, brochures, appendices, photographs, graphs, charts, and reports submitted as a part of the proposal are, upon receipt by the MOBILITY AUTHORITY, the property of the MOBILITY AUTHORITY and may not be returned to the proposers.

By submitting a proposal, each proposer unequivocally acknowledges that the proposer has read and fully understands this RFP, and that the proposer has been provided the opportunity to ask questions and, if questions have been asked, has received satisfactory answers from the MOBILITY AUTHORITY regarding any provision of this RFP with regard to which the proposer desired clarification.

15. PROTESTS

All protests relating to the procurement of an Enhanced Traffic Information And Management Services Consultant must be made in writing and received by the Executive Director of the Authority by USPS certified mail within five (5) business days of the selection of a firm or firms by the Board of Directors. Each protest must include the name and address of the protestor (and the Respondent it represents, if different); a statement of the grounds for protest; and all documentation supporting the protest. A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest. Any appeal of a decision and response regarding a protest must be made to the Board of Directors in writing and must be filed with the Executive Director of the Mobility Authority, with a copy to the Chairman of the Board, within ten (10) calendar days after the decision and response regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protestor when the original protest was filed. Subject to all applicable laws governing the Mobility Authority, the decision of the Board of Directors regarding an appeal shall be final.

16. RIGHTS RESERVED BY THE MOBILITY AUTHORITY

The MOBILITY AUTHORITY reserves the rights with respect to this RFP to:

- a) Cancel this RFP in whole or in part at any time without incurring any cost obligations.
- b) Reject any and all proposals received at any time.
- c) Modify all dates set or Services described.
- d) Terminate evaluations of proposals.
- e) Issue addenda, supplements, modifications, and clarifications.
- f) Seek or obtain data and advice from any source that has the potential to enhance the MOBILITY AUTHORITY'S comprehension and evaluations of the proposals.
- g) Exercise all rights available under Texas and federal laws.

EXHIBIT A
GENERAL SCOPE OF SERVICES AND REQUIREMENTS
FOR
ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES for the MOBILITY AUTHORITY and potentially other entities. The services and system shall provide traffic management support services to government entities using artificial intelligence and predictive analytics systems.

Provide, install, configure, and test a machine learning, cloud-based platform for real-time and predictive traffic management services within the MOBILITY AUTHORITY Main Offices, Traffic Incident Management System, and remote locations.

The system shall meet the following requirements:

1. Provide an automated artificial intelligence (AI) driven incident identification using historical and real-time in-vehicle data (telematics and navigation providers), Mobility Authority, Texas Department of Transportation (TxDOT), City of Austin (COA), and other agencies upon mutual agreement (loop sensors, traffic signal data, etc.);
2. Integrate with traffic operations infrastructure such as closed-circuit television (CCTV) cameras, traffic signals, microwave vehicle detection system (MVDS), inductive loops, flood sensors, dedicated short range communication (DSRC) radios, and existing Dynamic Message Signs (DMS).
3. Ability to filter duplicate information from incoming data sources to provide MOBILITY AUTHORITY and partner agencies a high level of certainty when responding to incidents.
4. Ability to push notifications / alerts to drivers in the accident proximity area through Waze, social media, DMSs, roadside units (RSUs), and other systems and media. Increasing awareness is key to encouraging safer driving behavior.
5. Predictive analytics to identify and predict roads with a high likelihood of problematic traffic flow, traffic crashes, or incidents to strategically allocate resources and take actions in advance of possible incidents.
6. Provide secure multiple user access enabled via cloud environment through standard internet browser via any device (desktop, workstation, laptop, tablet, and smart phone).
7. Provide training and operations manual and documentation for initial startup and for platform and functionality updates.
8. Ability to create a GIF from a CCTV feed and attach it to an incident for other users to see the incident at the time of reporting.
9. Real-time bidirectional automatic data feeds with a variety of stakeholders including but not limited to: Mobility Authority, TxDOT, COA, and other agencies upon mutual agreement.
10. Display on one screen both a layered map and list of functionality, traffic information as a separate layer on the map, queues and heads of queues leveraging in-vehicle data, detect and display in a separate color irregular congestion on the map, available CCTV cameras and link to the video stream, warnings derived from the contextual driving behavior, location of dynamic messaging signs and current messaging on them, the location of government fleet vehicles if location data is available.
11. Display events, planned construction, and road closures, as a separate layer on the map; and geolocated real-time alerts over a map overlay.

12. Predictive analytics includes forward-looking insights relation to incidents and areas at risk using external and internal data. Generate the predictions on a 24-hour rolling bases cut into two-hour segments, displayed on the system map during their relevant time of the insights, and real time forward-looking alerts of incidents impact on travel times.
13. Irregular congestion analytics to identify abnormality in traffic patterns.
14. Unified data-aggregation for retroactive mobility performance measures analysis.
15. Identify relevant data that should be associated with an incident/event utilizing geofencing technology.
16. Identify potential safety hazards using contextual driving behavior data from connected cars and smart devices (smartphones, tablets, etc.).
17. Integrate disparate systems into a streamlined intuitive GIS based interface.
18. Reporting capabilities in an PDF export format which highlights data points relevant to traffic activity and management including reconstructing the incident timeline and impact to travel times.
19. Automated alerts of incidents from both external and internal sources without being solely reliant on 911 calls, list of active incidents with relevant attribute data, user reported incident capability.
20. Incident reporting function shall include camera view of the five most relevant cameras related to the incident, Incident details, editable incident description with sharing feature to relevant public-facing services, activity log displaying changes and updates to the incident by different users, a list of relevant dynamic messaging signs with current messaging and access to a change function, current weather at the site of the incident with information from external data sources.
21. Incident reporting function with an edit feature enabling the users to change the location of the incident through a drop pin on the map, update incident information and description, share function with external systems such as Waze, ability to select a principal camera and create a GIF file to be attached to the incident.
 - a) Communicate with connected vehicle protocols (DSRC and 5G) to aggregate data in real-time and transfer alerts to vehicles in a geofenced area.
 - b) Automatically aggregate numerous sources of data, historical and in real-time, into a normalized data warehouse including road crashes, road incidents, weather events, major events (e.g. sports events), construction and infrastructure, traffic lights status, extreme weather alerts, in-vehicle data, average speed, harsh breaks, harsh acceleration, excess steering, breakdowns, crashes, stoppage at an intersection, DMSs, variable speed limits, and CCTV images.
 - c) Functional and flexible permission management capability to add and remove agencies, change level of access to system, change levels of access to other agencies and public.
 - i. Provide at least 100 user accounts for use by first responders and other operational partners.
 - ii. Establish different user privileges into at least 3 categories: full system access including configuration changes, read/write access, read only/view access.
 - iii. Cross-agency collaboration and seamless communication and data sharing between partner agencies to support existing workflows and incident management operations.

- iv. Receive, store and disseminate information relating to transportation concerns including but not limited to congestion and head of queue analysis, road construction, on-going and upcoming special events, crashes, incidents, and hazards, predictive insights of areas at high risk of crashes, and local weather information.
- d) Cloud-based systems hosted off-site includes performance analytics software to monitor performance and issue alerts.

22. SCHEDULE

SERVICES shall commence upon the mutual signing and execution of the Agreement. The anticipated schedule for implementation and operation is provided below.

INITIAL TERM: July 2020 to June 2021:

- MOBILITY AUTHORITY Board Consideration and Approval – July 2020
- Agreement Execution and Project Start – August 2020
- Initial SERVICES Stand-Up (Proof of Concept) for – September/October 2020
- Go-Live of Initial SERVICES – November 2020
- Initial Term Ends – June 2021.

YEAR 2: July 2021 to June 2022:

- SERVICES provided for the entire MOBILITY AUTHORITY's SERVICE AREA – June 2022.

YEAR 3: July 2022 to June 2023:

- SERVICES provided for the entire MOBILITY AUTHORITY's SERVICE AREA – June 2023.

23. SERVICE AREA

SERVICE PROVIDER shall provide SERVICES along MOBILITY AUTHORITY open or planned corridors. SERVICES may be expanded to interstate highway, United States or state highway route, or other corridors by the MOBILITY AUTHORITY or partner agencies. The MOBILITY AUTHORITY SERVICE AREA/corridors are identified in orange, blue, and green on the map on Attachment A to this RFP.

EXHIBIT B
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
ENHANCED TRAFFIC INFORMATION AND MANAGEMENT SERVICES

This Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), a regional mobility authority and a political subdivision of the State of Texas, and _____ (the “Service Provider”) to be effective as of the ___ day of _____, 2020 (the “Effective Date”) for the purposes of providing enhanced traffic information and management services for the Mobility Authority and potentially other governmental entities.

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide enhanced traffic information and management services for traffic safety and traffic flow optimization on facilities operated by the Mobility Authority and facilities operated by other governmental entities; and

WHEREAS, pursuant to a Request for Proposals dated June __, 2020 (the “RFP”), the Mobility Authority sought to identify and obtain the services of a qualified firm to provide such services to the Mobility Authority, and potentially other governmental entities; and

WHEREAS, ___ firms submitted proposals for the work; and

WHEREAS, based on the representations made in the response to the RFP submitted by Service Provider, the Mobility Authority Board of Directors selected Service Provider as the best and most responsive proposer to provide the required services; and

WHEREAS, the Service Provider is willing to provide its services for the Mobility Authority, subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

ARTICLE I
DESCRIPTION OF SERVICES

The Mobility Authority hereby retains the Service Provider, as an independent contractor, and the Service Provider agrees to provide services to the Mobility Authority, and possibly other entities, based upon the terms and conditions provided in this Agreement. The Service Provider agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Service Provider or, subject to the agreement of the Mobility Authority, provided by Service Provider through its subcontractors and subconsultants. Service Provider agrees to provide adequate resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of compensation to Service Provider if the Service Provider fails to meet any provision of this Agreement.

The Service Provider acknowledges and agrees that the Services provided for herein will be provided to Mobility Authority and will also be provided for the benefit of additional entities. All terms related to the performance of the Services to the Mobility Authority shall apply equally to the Services provided to other entities, and the Mobility Authority shall have the right, without objection from Service

Provider, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Service Provider will provide Mobility Authority and/or representatives of Mobility Authority various reports and real time access to the records and data developed and maintained by the Service Provider in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Service Provider shall be expected to operate independently from the Mobility Authority and without extensive oversight and direction. The Service Provider shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks

ARTICLE II **TERM**

The initial term of this Agreement shall commence on the Effective Date, terminating on June 30, 2021, (the “Initial Term”) subject to the earlier termination of this Agreement or further extension upon the agreement of both parties. The Agreement shall automatically extend for two (2) additional one (1) year periods following the expiration of the Initial Term (the “Automatic Renewal Terms”). By mutual written agreement of the Mobility Authority and the Services Provider, following the Initial Term and the two (2) Automatic Renewal Terms, this Agreement may be extended for up to one (1) additional two (2) year term. In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of the Agreement through the Automatic Renewal Terms by providing sixty (60) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the Automatic Renewal Terms will automatically take effect. If at any time during the term of this Agreement the Service Provider cannot provide the Services required by the Mobility Authority or for any other reason, the Mobility Authority reserves the unilateral right to procure the Services from any other service provider it deems capable of providing those Services in addition to any other rights that the Mobility Authority may have.

ARTICLE III **COMPENSATION**

Authorization for Service Provider to perform the Services, compensation for the Service Provider’s work, and other aspects of the mutual obligations concerning Service Provider’s work and payment are as follows:

1. **COMPENSATION GENERALLY.** The Mobility Authority shall have no further obligation to pay any funds or provide any compensation to the Service Provider in relation to any of the Services, except as otherwise specifically provided herein.
2. **TAXES.** The Service Provider acknowledges that the Mobility Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. All payments to be made by the Mobility Authority to Service Provider pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based.
3. **OVERALL COMPENSATION.** The Board of Directors shall identify an annual budget amount for the Services in each annual budget it approves. The aggregate of expenditures approved under this Agreement may not exceed, on a corresponding annual basis, the amount identified in the budget for the Services or a corresponding amendment to the budget approved by the Mobility Authority Board of Directors.

4. **EXPENSES.** The compensation described above is anticipated by the Mobility Authority and the Service Provider to be full and sufficient compensation and reimbursement for the Services. The Service Provider shall not be entitled to reimbursement from the Mobility Authority for out of pocket expenses incurred by the Service Provider related to the performance of its duties under this Agreement.

5. **BOOKS AND RECORDS.** All books and records relating to the Service Provider's work and Services to the Mobility Authority under this Agreement shall be made available during the Service Provider's normal business hours to the Mobility Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for four (4) years, or such period as is required by Texas law, whichever is longer.

6. **INVOICING.** Service Provider shall invoice the Mobility Authority monthly for Services rendered according to the compensation for Services contained in Appendix B. Each invoice must include the total amounts payable, the total amount paid during the Mobility Authority fiscal year, and such other detail or information as the Mobility Authority requests from time to time. Service Provider shall certify each invoice as true and correct for the month for which invoiced Services were provided and reimbursable expenses were incurred. Except as otherwise agreed to by the Parties, no compensation shall accrue or be paid prior to the effective date of any license agreement necessary to make the data and information described in this Agreement (including without limitation Appendix A) available to the Mobility Authority and other governmental entities.

By mutual agreement between the Mobility Authority and the Service Provider, certain compensation, including but not limited to license fees, milestone payments, or other monthly payments, may be made in advance of certain Services being performed; provided, however, that in the event of termination, such advance compensation shall be reimbursed to the Mobility Authority in a pro rata share for the Services actually performed under the Agreement. In no event shall the compensation exceed the amount approved by the Mobility Authority's Board of Directors in its annual budget.

Service Provider acknowledges that the compensation to be paid for any Automatic Renewal Term will depend on budgetary considerations of the Mobility Authority and operational success of earlier performance of the Services. The Initial Term shall provide for Services to be made available with respect to the Mobility Authority projects listed on Appendix B and at the compensation amount stated thereon. While it is anticipated that the Services during the Automatic Renewal Terms will be provided for all Mobility Authority projects then in operation, it is possible the Services will only be provided with respect to a subset of Mobility Authority projects, in which case Appendix B will be revised accordingly by agreement of the Parties.

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

Invoices shall be sent to:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: _____

ARTICLE IV
TERMINATION

1. **TERMINATION.** Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Service Provider and the Mobility Authority, by providing a minimum of thirty (30) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Service Provider. The Mobility Authority may terminate this Agreement for cause if Service Provider fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Subject to the following, upon any termination the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Service Provider has made reasonable efforts to mitigate all costs or other damages associated with the termination. Notwithstanding the foregoing, in the event of a termination for cause the Mobility Authority may withhold funds in order to pay for expenses incurred as a result of the termination and potential transition to a new service provider.

2. **OPERATIONAL READINESS.** In the event that Service Provider fails, in the sole discretion of the Mobility Authority, to demonstrate operational readiness of the Service sixty (60) days prior to the date determined in and based on the Project Schedule as set forth in Appendix C or as may be mutually agreed between the Parties and the Service Provider fails to cure such failure within thirty (30) days, the Mobility Authority shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement for cause after the Mobility Authority has given Service Provider no less than thirty (30) day prior written notice that Service Provider has, within such notice period, not cured the failure.

ARTICLE V
PERSONNEL, EQUIPMENT, AND MATERIAL

3. **PERSONNEL.** The Service Provider acknowledges and agrees that the individual(s) identified in Appendix D, attached hereto and incorporated herein, are key and integral to the satisfactory performance of the Services by the Service Provider under this Agreement. Throughout the term of this Agreement, the Service Provider agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Service Provider or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Service Provider promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

4. **SUBCONSULTANTS.** The Consultant may provide for the performance of portions of the Services with the assistance of one or more subconsultants or subcontractors provided that any subconsultant or subcontractor proposed to be utilized is approved, in advance and in writing, by the Mobility Authority. In the event Service Provider does utilize one or more approved subconsultants or subcontractor, Service Provider shall remain fully liable for the actions or inactions of such subconsultants or subcontractors and shall be solely responsible for compensating the subconsultants or subcontractors.

5. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Service Provider or of an approved subconsultant or subcontractor, shall have such knowledge and experience as will enable them, in the Service Provider's reasonable belief, to perform the duties assigned to them. Any such person who, as determined by the Mobility Authority in its sole discretion, is

incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, immediately be removed from performance of the Services. The Service Provider shall furnish the Mobility Authority with a fully qualified candidate for the removed person within thirty (30) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

6. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Mobility Authority, the Service Provider shall furnish all equipment, transportation, supplies, and materials required for its performance of the Services under this Agreement.

ARTICLE VI **OWNERSHIP OF REPORTS, SOFTWARE AND LICENSES**

Ownership of reports and related materials prepared by Service Provider at the direction of the Mobility Authority shall be as follows:

1. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Service Provider under this Agreement (the "Work Product"), including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, shall at all times be and remain the property of the Mobility Authority and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Service Provider a revocable license to retain and utilize the foregoing materials, with said license to terminate and expire upon the earlier to occur of: (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Service Provider shall deliver to the Mobility Authority all such materials and documents. If the Service Provider, subconsultant, or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Work Product resulting from the Services, it shall secure the prior written approval of the Mobility Authority. In the event that Work Product owned by the Mobility Authority hereunder is located on servers or other storage devices owned or controlled by the Service Provider, the Service Provider shall grant access to any third parties designated by the Mobility Authority as authorized to receive any designated portion of the Work Product.

2. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Mobility Authority and the Service Provider regarding the ownership of the Work Product and other materials is determined to be unenforceable, either in whole or in part, the Service Provider hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Service Provider may have or at any time acquire in said Work Product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other Work Product provided by the Service Provider to the Mobility Authority and resulting from the Services performed under this Agreement are intended by the Service Provider solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Service Provider shall have no liability for the use by the Mobility Authority of any Work Product generated by the Service Provider under this Agreement on any project other than for the specific purpose for which the Work Product was prepared.

3. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The Mobility Authority acknowledges and agrees that the Service Provider, its subconsultants, subcontractors or licensors are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such

rights together referred to herein as “Intellectual Property Rights”) in all Software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Service Provider, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the Mobility Authority any rights in or to such Intellectual Property Rights. The Service Provider reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the Mobility Authority pursuant to this Agreement. The provisions of this subsection shall be without prejudice to and shall not interfere with the Mobility Authority’s ownership of reports.

The Service Provider reserves all rights in Software and all associated Intellectual Property that have not been expressly granted under this Agreement.

For the duration of this Agreement, the Service Provider grants to the Mobility Authority a non-exclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the Mobility Authority to receive the Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license shall not survive termination or expiration of this Agreement. Provided, however, that the license referred to in this paragraph shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiration transition related obligations expressly undertaken by the Service Provider under this Agreement, such that Services shall remain continuous and uninterrupted for the duration of any post termination or post expiration transition period under this Agreement, with Service Provider providing the Mobility Authority with all permissions and licenses necessary to enable the Mobility Authority to receive the Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Service Provider under this Agreement.

The Mobility Authority shall have no right to access or use the source code of the Software.

The Mobility Authority shall not attempt to make any part of the Software or any accompanying documentation supplied by the Service Provider along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

The Mobility Authority shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.

For purposes of this Agreement, the term “Software” shall mean any software used by the Service Provider or any subcontractor of the Service Provider to provide the Services to the Mobility Authority, including any software owned or provided by the Service Provider, or its subconsultant or subcontractor.

ARTICLE VII

PROTECTION OF DATA AND INFORMATION

As part of their operations, Mobility Authority and other entities to whom Services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person’s Social Security number, driver’s license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials (all such data pertaining to individuals, whether or not specifically listed, being “Personal Information”). As part of its performance of the Services, Service Provider may have access to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning the Mobility Authority and other entities to whom Services may be provided (collectively with Personal Information, the “Mobility Authority Information”). Service Provider therefore agrees that:

1. Service Provider is responsible for the security of Mobility Authority Information that it receives or accesses in performing the Services, and Service Provider shall at all times maintain appropriate information-security measures with respect to Mobility Authority Information in a manner consistent with applicable law.

2. Service Provider must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Mobility Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Mobility Authority Information. At a minimum, such safeguards shall be consistent with generally recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Service Provider must appropriately and effectively encrypt Mobility Authority Information (i) transmitted over the Internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.

3. Service Provider must identify to the Mobility Authority all subconsultants, subcontractors, and other persons who may have access to Mobility Authority Information in connection with the Services. Service Provider must restrict the Mobility Authority Information to which a given employee or approved subcontractor has access to only that Mobility Authority Information which such employee, or approved subcontractor or subconsultant, needs to access in the course of such employee's, or approved subcontractor's or subconsultant's, duties and responsibilities in connection with the Services.

4. Before granting access to Mobility Authority Information, Service Provider must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Mobility Authority Information).

5. Absent Mobility Authority's advance written permission, Mobility Authority Information must not be stored, accessed, or processed at any location outside of the United States.

6. Service Provider may use the Mobility Authority Information only for performing the Services, and Service Provider must ensure that its employees, approved subcontractor, or approved subconsultant are restricted from any use of Mobility Authority Information other than for such purpose.

7. Except to the extent otherwise expressly permitted, Service Provider may not disclose Mobility Authority Information except as required by law or a governmental authority having jurisdiction over Service Provider. In the event of such required disclosure, Service Provider must notify Mobility Authority in advance (if legally permissible to do so) and reasonably cooperate with any decision by Mobility Authority to seek to condition, minimize the extent of, or oppose such disclosure.

8. Service Provider will immediately notify Mobility Authority if Service Provider discovers any actual or reasonably suspected breach of security or unauthorized use of Mobility Authority Information (i) in the possession, custody, or control of Service Provider, its employees, or its subcontractors and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Service Provider (either of occurrences (i) or (ii) being referred to as a "Security Incident"). In no event shall Service Provider's notification to Mobility Authority be later than three (3) calendar days after Service Provider discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Service Provider must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Service Provider must promptly undertake appropriate remediation measures and inform the Mobility Authority regarding the same.

9. Subject to requirements of data security or privacy laws, Mobility Authority, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media.

All notices must be approved by Mobility Authority before they are distributed. Service Provider must reimburse Mobility Authority for costs or expenses Mobility Authority incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Service Provider shall indemnify and hold Mobility Authority harmless from all claims, costs, expenses, and damages (including reasonable attorneys' fees) that Mobility Authority incurs in connection with any regulatory action or third party claim arising from a Security Incident.

10. Service Provider must cooperate and permit Mobility Authority (and any governmental authorities with jurisdiction in connection with an audit requested by Mobility Authority) reasonable access for on-site review of Service Provider's data security systems and procedures to verify Service Provider's compliance with its obligations under this Agreement.

11. Whenever Mobility Authority Information is no longer needed for the performance of Services, or at any time upon written notification from Mobility Authority, Service Provider must unconditionally and without any charge or fee return or, at Mobility Authority's written election, certify the secure destruction of, all Mobility Authority Information in Service Provider's possession, custody, or control (including Mobility Authority Information in the possession, custody, or control of any of Service Provider's subcontractors or consultants).

ARTICLE VIII **MOBILITY AUTHORITY INDEMNIFIED**

THE SERVICE PROVIDER SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE SERVICE PROVIDER'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE SERVICE PROVIDER SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SERVICE PROVIDER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SERVICE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND SUBCONTRACTORS OR TO THEIR CONDUCT.

ARTICLE IX
CONFLICTS OF INTEREST

The Service Provider represents and warrants to the Mobility Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Service Provider, except as expressly disclosed in writing to the Mobility Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Mobility Authority, Service Provider shall comply with the Mobility Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE X
INSURANCE

Prior to beginning the Services under this Agreement, the Service Provider shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

1. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Service Provider's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Service Provider's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

4. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Service Provider relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority or otherwise completed.

5. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by Service Provider, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Service Provider, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

6. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

7. **GENERAL FOR ALL INSURANCE.** The Service Provider shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Service Provider, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Service Provider, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed is included.

The insurance carrier shall include in each of the insurance policies the following statement: "This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, TX 78705, Attention: Executive Director."

ARTICLE XI **COMPLETE AGREEMENT; COORDINATION OF CONTRACT DOCUMENTS**

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Mobility Authority and the Service Provider. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

The Proposal dated _____ submitted by _____ in response to the RFP is attached hereto and incorporated herein as Appendix E for all purposes (the "Proposal"). In the event of a conflict, the order of prevailing precedence (1-highest order to 4-lowest order of precedence) shall be as follows:

- a. Amendments to the Agreement
- b. The Agreement
- c. Appendices to the Agreement
- d. The Service Provider's Proposal

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the Mobility Authority, Service Provider's obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal.

ARTICLE XII **MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS**

1. **RETENTION AND AUDIT OF RECORDS.** Service Provider shall maintain at its offices in Texas a complete set of all books, records, electronic files and other documents prepared or employed by Service Provider in its provision of the Services related to this Agreement. Service Provider shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the Mobility Authority until four (4) years after the date of the termination or expiration of this Agreement. Service Provider shall notify the Mobility Authority where such records and documents are kept. If approved by the Mobility Authority, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Service Provider shall make these records and documents available for audit and inspection to the Mobility Authority without charge, and shall allow the Mobility Authority or its representatives to make copies of such documents. The Mobility Authority may direct its own auditors or representatives to perform such audits or reviews. Service Provider shall cooperate fully with the entity performing the audit or review.

Notwithstanding the foregoing, the Service Provider shall comply with all laws pertaining to the retention of records and the provision of access thereto. The Service Provider shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Mobility Authority, and shall provide the Mobility Authority with a copy of any audit of those books and records as provided herein or otherwise requested by the Mobility Authority.

2. **PUBLIC INFORMATION ACT.** Service Provider acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Mobility Authority's possession, including materials submitted by Service Provider, are subject to the provisions of the Texas Public Information Act. Service Provider shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Service Provider is advised to contact legal counsel concerning such law and its application to Service Provider.

If any of the materials submitted by the Service Provider to the Mobility Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Service Provider, the Mobility Authority will endeavor to advise Service Provider of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Mobility Authority be responsible or liable to Service Provider or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Mobility Authority.

In the event of litigation concerning the disclosure of any material marked by Service Provider as "Trade Secret" or "Confidential," the Mobility Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by the Attorney General or a court, and Service Provider shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Mobility Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable.

ARTICLE XIII
GENERAL PROVISIONS

1. RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Service Provider. The Service Provider acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the Mobility Authority for any purpose. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Mobility Authority whatsoever with respect to the liabilities, obligations or acts of the Service Provider, its employees, subcontractors, or any other person.

2. DELIVERY OF NOTICES

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Service Provider:

Service Provider (name)
Street Address
City, State Zip Code
ATTN: Chief Executive Officer or Authorized Representative (name)

In the case of the Mobility Authority:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: Executive Director

and:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
ATTN: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. REPORTING OF SUBPOENAS, NOTICES

The Contractor shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

4. MOBILITY AUTHORITY'S ACTS

Anything to be done under this Agreement by the Mobility Authority may be done by such persons, corporations, firms, or other entities as the Mobility Authority's Executive Director may designate in writing.

5. LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Mobility Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder or hereunder.

The Service Provider is obligated to comply with applicable standards of professional care in the performance of the Services. The Mobility Authority shall have no obligation to verify any information provided to the Service Provider by the Authority or any other person or entity.

6. CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

7. CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

8. TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Service Provider acknowledges the importance to the Mobility Authority of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

9. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10. AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement constitutes a valid and legally binding agreement enforceable against each party in accordance with its terms.

11. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the Mobility Authority, the Service Provider, and their respective heirs, executors, administrators, successors, and permitted assigns. The Service Provider may not assign the Agreement or any portion thereof without the prior written consent of the Mobility Authority.

12. INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

13. BENEFITS INURED

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

14. SURVIVAL

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

15. FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Service Provider from delivering Services, Service Provider's entitlement to compensation under this Agreement is suspended.

When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

1. The Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
2. The Nonperforming Party does not resume performance in accordance with this Agreement within thirty (30) days following the giving of notice to the Nonperforming Party of the Performing Party's intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Notwithstanding the foregoing, Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, act of sabotage or civil commotion. The following do not constitute a Force Majeure Event: economic hardship, changes in market conditions, or insufficiency of funds.

[Signatures on Next Page]

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

MOBILITY AUTHORITY:

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
3300 N IH-35, Suite 300
Austin, TX 78705

SERVICE PROVIDER:

Company Name
Street Address
City, State Zip Code

By: _____

Name: _____

Title: Executive Director

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Geoff Petrov

Title: General Counsel

Appendix A

Scope of Services

Appendix B
Compensation

Appendix C
Project Schedule

Appendix D

Personnel

Appendix E

Response to the Request for Proposals

EXHIBIT C
CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

SECTION I. Description of Potential Conflicts of Interest.

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

SIGNED: _____ DATE: _____

NAME AND TITLE: _____

REPRESENTING: _____

APPROVED BY THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

SIGNED: _____ DATE: _____

NAME AND TITLE: _____

ATTACHMENT A
MOBILITY AUTHORITY CORRIDORS



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

RESOLUTION NO. 20-045

AWARDING A CONTRACT FOR GENERAL SYSTEMS CONSULTING SERVICES

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) utilizes a general systems consultant to provide independent oversight and guidance regarding the development and operation of both its electronic toll collection system and Pay By Mail system; and

WHEREAS, the Mobility Authority's agreement with its current general systems consultant, Fagan Consulting LLC, expires on September 30, 2020; and

WHEREAS, in order to avoid an interruption in general systems consulting services, the Executive Director issued a Request for Qualifications dated May 29, 2020 (RFQ) soliciting firms interested in providing general systems consulting services to the Mobility Authority; and

WHEREAS, the Mobility Authority received four proposals in response to the RFQ by the June 18, 2020 submittal deadline; and

WHEREAS, following a review of each proposal based on the selection criteria set forth in the RFQ, the Evaluation Committee recommended that Fagan Consulting LLC be selected to provide general systems consulting services to the Mobility Authority; and

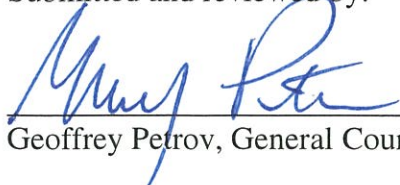
WHEREAS, after reviewing the recommendation of the Evaluation Committee, the Executive Director requests that the Board to authorize him to negotiate terms of a contract for general systems consulting services with Fagan Consulting LLC.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to negotiate a contract for general systems consulting services with Fagan Consulting LLC on behalf of the Mobility Authority consistent with Fagan Consulting LLC's response to the RFQ, the Mobility Authority's Procurement Policies, and as the Executive Director further determines is in the best interest of the Mobility Authority; and

BE IT FURTHER RESOLVED that once an agreement is reached, the Executive Director shall present that proposed contract to the Board for its approval.

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

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

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

RESOLUTION NO. 20-046

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN
WILLIAMSON COUNTY FOR THE 183A PHASE III PROJECT
(PARCEL 1)**

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 **KANG LEE, CASPER YEN, YUH-JAAN WEY and ZENNIE LIEN-FANG WEY** (the “Owner”), located at the northeast corner of US Hwy 183 and CR 258 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, after additional negotiation the Owner has agreed to sell the Property to the Mobility Authority for a proposed purchase amount of \$3,086,992.00; and

WHEREAS, the Owner has executed a Real Estate Contract (“Contract”) setting out the terms of Purchase for the Property in the recommended 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 July 2020.

Submitted and reviewed by:

Approved:



Geoffrey Petrov, General Counsel



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 7
September 3, 2019

PROPERTY DESCRIPTION FOR PARCEL 1

Description of 14.824 acres (645,712 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 94.081 acres (Tracts 1 and 2) conveyed to Kang Lee and Yuh-Jaan Wey by deed, as recorded in Document No. 2004010968, Official Public Records, Williamson County, Texas, and to Zenni Lien-Fang Wey (50% of Yuh-Jaan Wey's Interest) by deed, as recorded in Document No. 2012098011, Official Public Records, Williamson County, Texas; said 14.824 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod with "HAYNIE CONSULTANTS" cap found in the south line of said 94.081 acre Lee et al tract and the existing north right-of-way line of County Road 258 (varying width), being at the west corner of a 1.061 acre tract conveyed to Williamson County, Texas by deed, as recorded in Document No. 2003092381, Official Public Records, Williamson County, Texas;

THENCE, with the south line of said 94.081 acre Lee et al tract and the existing north right-of-way line of County Road 258, S50°07'22"W 0.50 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183, 412.79 feet left of Engineer's Baseline Station 43+71.73, and being the southeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,215,111.86, E=3,068,785.91;

THENCE, with the south line of this parcel, continuing with the south line of said 94.081 acre Lee et al tract and the existing north right-of-way line of County Road 258, the following three (3) courses, numbered 1 through 3:

- 1) S50°07'22"W 149.70 feet to a 1/2" iron rod found;
- 2) with a curve to the right, whose intersection angle is 19°23'37", radius is 838.06 feet, an arc distance of 283.67 feet, the chord of which bears S59°46'52"W 282.32 feet to a 1/2" iron rod found; and
- 3) S69°28'31"W 68.86 feet to a point at the southwest corner of this parcel and said 94.081 acre Lee et al tract, being in the existing east right-of-way line of U.S. Highway 183 (varying width);

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 7
September 3, 2019

PROPERTY DESCRIPTION FOR PARCEL 1

THENCE, with the west line of this parcel and said 94.081 acre Lee et al tract and the existing east right-of-way line of U.S. Highway 183, the following two (2) courses, numbered 4 and 5:

- 4) with a curve to the right, whose intersection angle is $24^{\circ}46'03''$, radius is **3,769.48 feet**, an arc distance of **1,629.45 feet**, the chord of which bears $N07^{\circ}42'15''W$ **1,616.79 feet** to a TxDOT Type I monument found; and
- 5) $N04^{\circ}40'03''E$ **368.28 feet** to a 5/8" iron rod with TxDOT aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183, at the northwest corner of this parcel, 113.75 feet right of Engineer's Baseline Station 25+95.21, from which a TxDOT Type I monument found bears $N04^{\circ}40'30''E$ 456.27 feet;
- 6) THENCE, with the north line of this parcel and the proposed east right-of-way line of U.S. Highway 183, crossing said 94.081 acre Lee et al tract, $S85^{\circ}05'06''E$ **320.17 feet** to a 5/8" iron rod with TxDOT aluminum cap set** at the northeast corner of this parcel, 206.42 feet left of Engineer's Baseline Station 25+96.57;

THENCE, with the east line of this parcel, continuing with the proposed east right-of-way line of U.S. Highway 183, crossing said 94.081 acre Lee et al tract, the following four (4) courses, numbered 7 through 10:

- 7) $S04^{\circ}40'19''W$ **367.78 feet** to a 5/8" iron rod with TxDOT aluminum cap set**, 201.46 feet left of Engineer's Baseline Station 29+73.06;
- 8) with a curve to the left, whose intersection angle is $12^{\circ}43'54''$, radius is **3,449.71 feet**, an arc distance of **766.56 feet**, the chord of which bears $S01^{\circ}41'38''E$ **764.98 feet** to 5/8" iron rod with TxDOT aluminum cap set**, 199.39 feet left of Engineer's Baseline Station 37+67.10;
- 9) $S19^{\circ}11'56''E$ **589.30 feet** to a 5/8" iron rod with TxDOT aluminum cap set**, 308.27 feet left of Engineer's Baseline Station 43+62.02;
- 10) $N85^{\circ}33'50''E$ **104.98 feet** to the POINT OF BEGINNING and containing 14.824 acres, or 645,712 square feet within these metes and bounds, more or less.

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 7
September 3, 2019

PROPERTY DESCRIPTION FOR PARCEL 1

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 and 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.

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 3rd day of September, 2019 A.D.

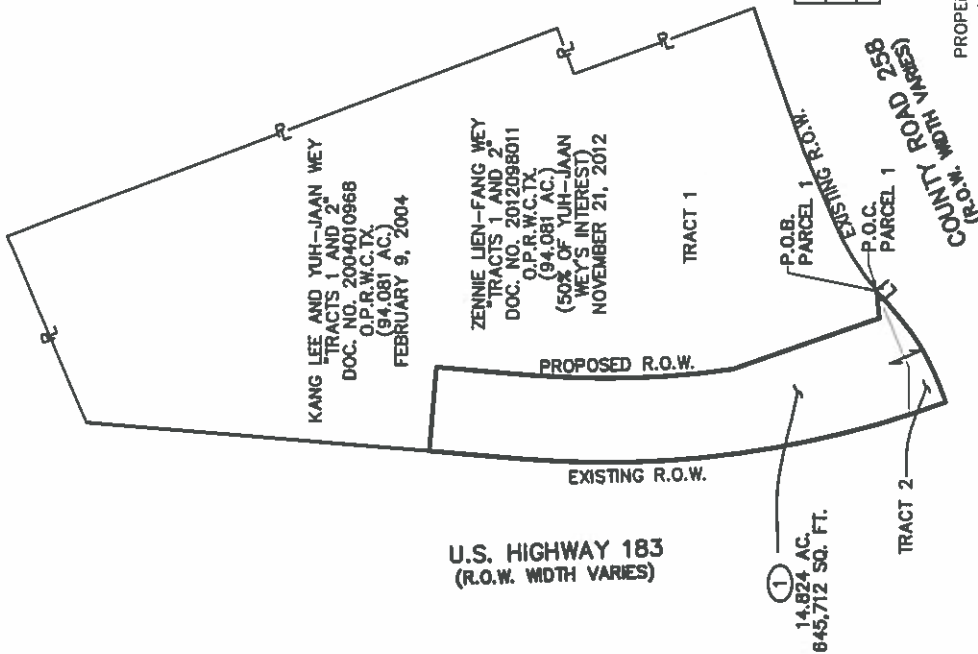
SURVEYED BY:
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623
RTG-19-041-US 183A/Descriptions/Parcel 1
Issued 09/03/19

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.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S50°07'22"W	0.50'

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

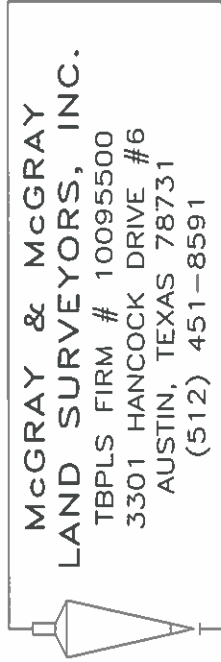
09/03/2019

DATE

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

REVISIONS:

RECORD	ACQUISITION	REMAINING RT
94.081 AC. 4,098,168 SQ.FT.	14.824 AC. 645,712 SQ. FT.	79.257 AC. 3,452,456 SQ. FT.



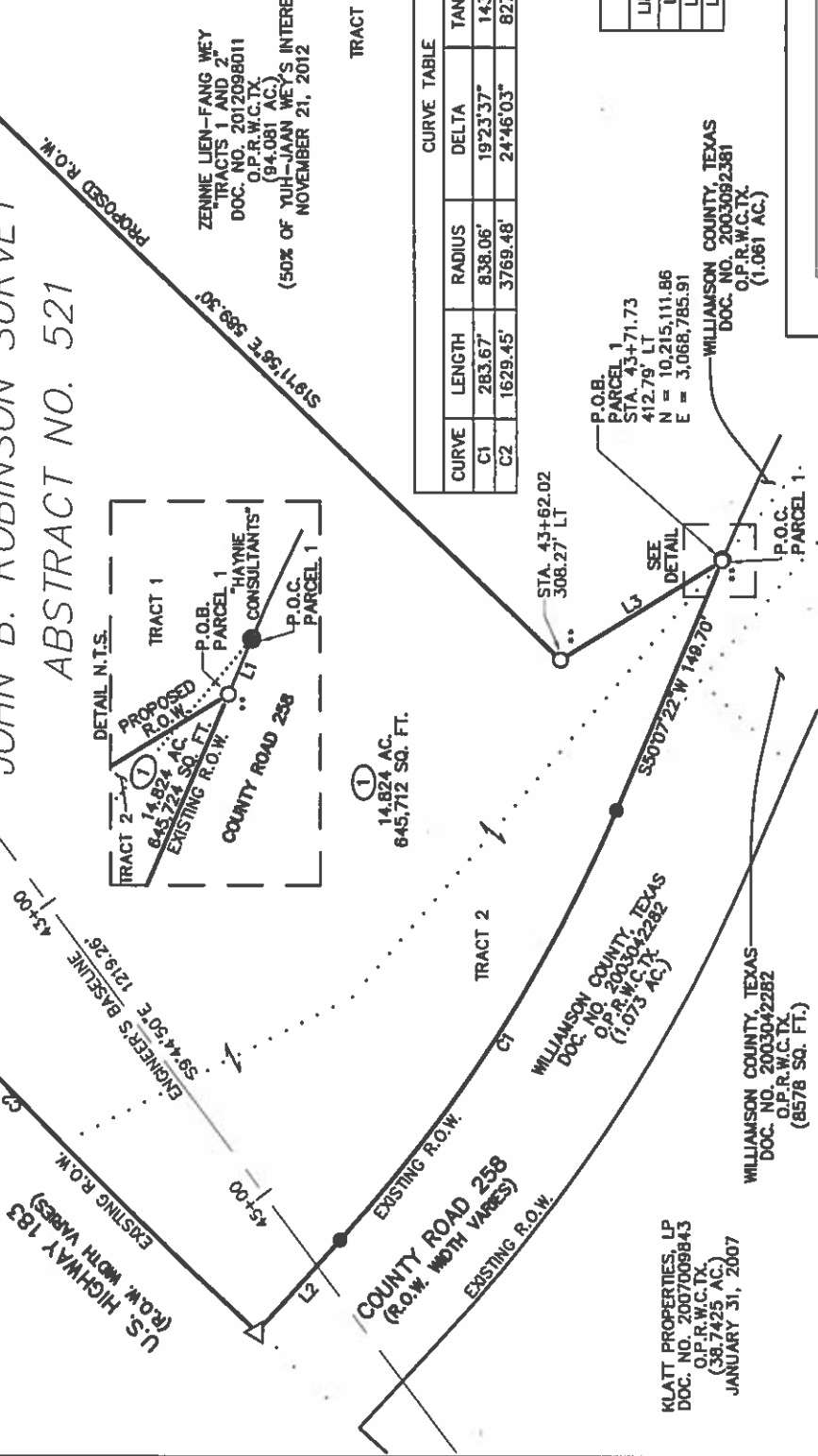
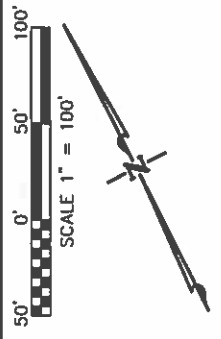
**McGRAY & McGRAY
LAND SURVEYORS, INC.**
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING

PARCEL 1
US HWY 183
WILLIAMSON COUNTY, TEXAS
R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER, 2019 SCALE: N.T.S.

JOHN B. ROBINSON SURVEY
ABSTRACT NO. 521



KANG LEE AND YUH-JAAN WEY
TRACTS 1 AND 2
DOC. NO. 2004010968
O.P.R.W.C.TX
(94.081 AC.)
FEBRUARY 9, 2004

ZENNIE LIEN-FANG WEY
TRACTS 1 AND 2
DOC. NO. 2012098011
O.P.R.W.C.TX
(94.081 AC.)
NOVEMBER 21, 2012
(50% OF YUH-JAAN WEY'S INTEREST)

TRACT 1

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	283.67'	838.06'	19°23'37"	143.20'	S59°46'52"W	282.32'
C2	1629.45'	3769.48'	24°46'03"	827.65'	N07°42'15"W	1616.79'

LINE TABLE

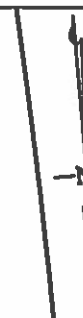
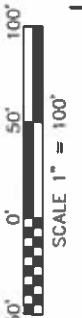
LINE	BEARING	DISTANCE
L1	S50°07'22"W	0.50'
L2	S69°28'31"W	68.86'
L3	N85°33'50"E	104.98'

- 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
 - 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
- ① 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.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

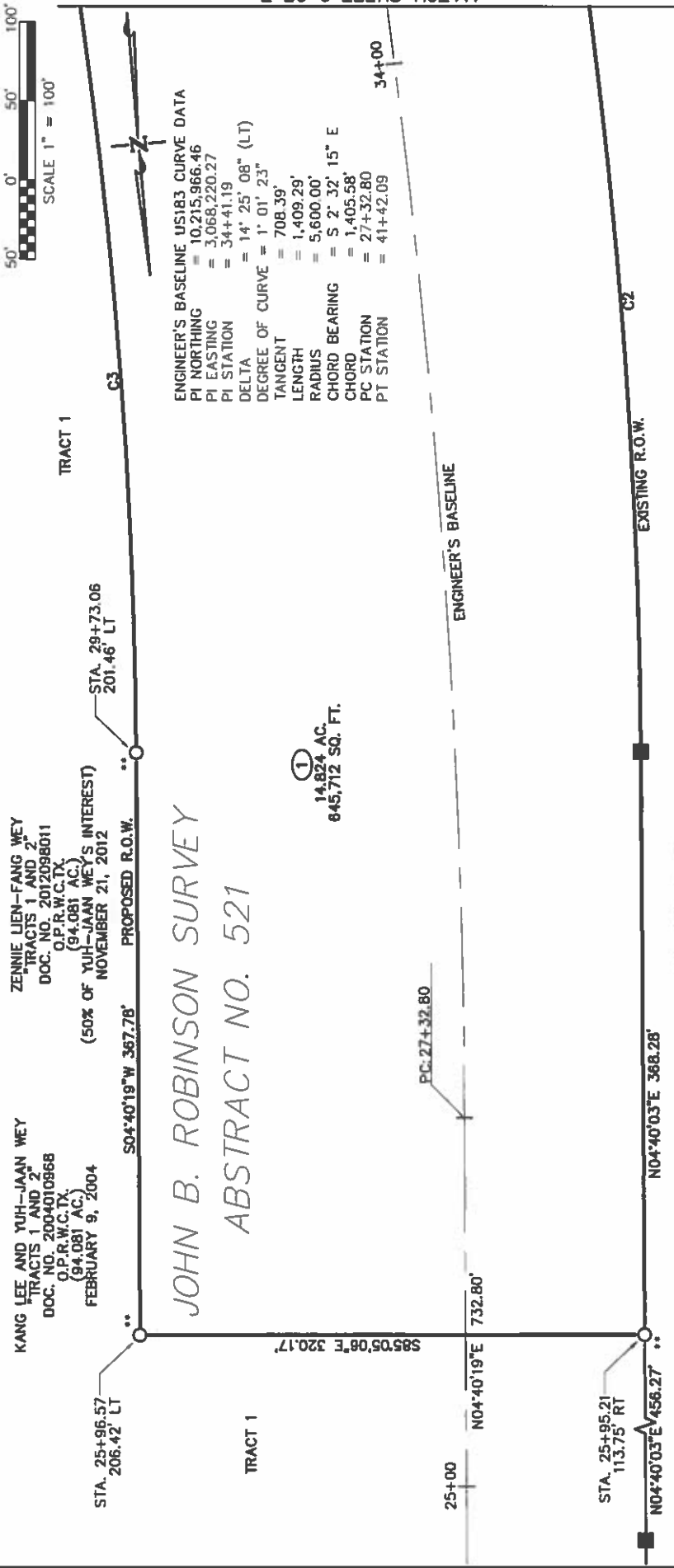
PARCEL PLAT SHOWING
PARCEL 1
US HWY 183
WILLIAMSON COUNTY, TEXAS
R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER, 2019 SCALE: 1"=100'



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 = 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

①
 14.824 AC.
 845,712 SQ. FT.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C2	1629.45'	3769.48'	24°46'03"	827.65'	N07°42'15"W	1616.79'
C3	766.56'	3449.71'	12°43'54"	384.87'	S01°41'38"E	764.98'

- 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
 - 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
- ① 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.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

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

PARCEL PLAT SHOWING
 PARCEL 1
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER, 2019 SCALE: 1"=100'

MATCH SHEET 6 OF 7

EXHIBIT "B"

REAL ESTATE CONTRACT 183A Phase 3 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between KANG LEE, CASPER YEN, YUH-JAAN WEY and ZENNIE LIEN-FANG WEY (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 14.824 acre (645,712 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 1**);

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 THREE MILLION EIGHTY-SIX THOUSAND NINE HUNDRED NINETY-TWO and 00/100 Dollars (\$3,086,992.00).

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 August 15, 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 a duly executed and acknowledged Deed conveying good and indefeasible title to Purchaser 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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 as incurred.

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:



Kang Lee

Address: 2507 Pinewood Ter.
Austin Tx 78757

Date: 7-15-20

Casper Yen

Address: _____

Date: _____

Zennie Lien-Fang Wey

Address: _____

Date: _____

Yuh-Jaan Wey

Address: _____

Date: _____

SELLER:

Kang Lee

Address: _____

Date: _____



Casper Yen

Address: 6472 oakcreek Circle

Huntington Beach, CA 92648

Date: 7/15/2020

Zennie Lien-Fang Wey

Address: _____

Date: _____

Yuh-Jaan Wey

Address: _____

Date: _____

SELLER:

Kang Lee


Address: _____

Date: _____

Casper Yen

Address: _____

Date: _____

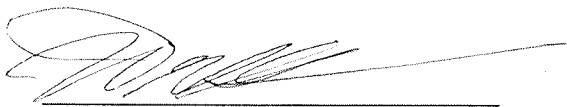


Jennie Lien-Fang Wey

Address: 9904 Brightling Ln

Austin, TX 78750

Date: 07/15/20



Yuh-Jaan Wey

Address: 9904 Brightling Ln

Austin, TX 78750

Date: 7/15/2020

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 7
September 3, 2019

PROPERTY DESCRIPTION FOR PARCEL 1

Description of 14.824 acres (645,712 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 94.081 acres (Tracts 1 and 2) conveyed to Kang Lee and Yuh-Jaan Wey by deed, as recorded in Document No. 2004010968, Official Public Records, Williamson County, Texas, and to Zenni Lien-Fang Wey (50% of Yuh-Jaan Wey's Interest) by deed, as recorded in Document No. 2012098011, Official Public Records, Williamson County, Texas; said 14.824 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod with "HAYNIE CONSULTANTS" cap found in the south line of said 94.081 acre Lee et al tract and the existing north right-of-way line of County Road 258 (varying width), being at the west corner of a 1.061 acre tract conveyed to Williamson County, Texas by deed, as recorded in Document No. 2003092381, Official Public Records, Williamson County, Texas;

THENCE, with the south line of said 94.081 acre Lee et al tract and the existing north right-of-way line of County Road 258, S50°07'22"W 0.50 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183, 412.79 feet left of Engineer's Baseline Station 43+71.73, and being the southeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,215,111.86, E=3,068,785.91;

THENCE, with the south line of this parcel, continuing with the south line of said 94.081 acre Lee et al tract and the existing north right-of-way line of County Road 258, the following three (3) courses, numbered 1 through 3:

- 1) S50°07'22"W 149.70 feet to a 1/2" iron rod found;
- 2) with a curve to the right, whose intersection angle is 19°23'37", radius is 838.06 feet, an arc distance of 283.67 feet, the chord of which bears S59°46'52"W 282.32 feet to a 1/2" iron rod found; and
- 3) S69°28'31"W 68.86 feet to a point at the southwest corner of this parcel and said 94.081 acre Lee et al tract, being in the existing east right-of-way line of U.S. Highway 183 (varying width);

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 7
September 3, 2019

PROPERTY DESCRIPTION FOR PARCEL 1

THENCE, with the west line of this parcel and said 94.081 acre Lee et al tract and the existing east right-of-way line of U.S. Highway 183, the following two (2) courses, numbered 4 and 5:

- 4) with a curve to the right, whose intersection angle is $24^{\circ}46'03''$, radius is **3,769.48 feet**, an arc distance of **1,629.45 feet**, the chord of which bears $N07^{\circ}42'15''W$ **1,616.79 feet** to a TxDOT Type I monument found; and
- 5) $N04^{\circ}40'03''E$ **368.28 feet** to a 5/8" iron rod with TxDOT aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183, at the northwest corner of this parcel, 113.75 feet right of Engineer's Baseline Station 25+95.21, from which a TxDOT Type I monument found bears $N04^{\circ}40'30''E$ 456.27 feet;
- 6) THENCE, with the north line of this parcel and the proposed east right-of-way line of U.S. Highway 183, crossing said 94.081 acre Lee et al tract, $S85^{\circ}05'06''E$ **320.17 feet** to a 5/8" iron rod with TxDOT aluminum cap set** at the northeast corner of this parcel, 206.42 feet left of Engineer's Baseline Station 25+96.57;

THENCE, with the east line of this parcel, continuing with the proposed east right-of-way line of U.S. Highway 183, crossing said 94.081 acre Lee et al tract, the following four (4) courses, numbered 7 through 10:

- 7) $S04^{\circ}40'19''W$ **367.78 feet** to a 5/8" iron rod with TxDOT aluminum cap set**, 201.46 feet left of Engineer's Baseline Station 29+73.06;
- 8) with a curve to the left, whose intersection angle is $12^{\circ}43'54''$, radius is **3,449.71 feet**, an arc distance of **766.56 feet**, the chord of which bears $S01^{\circ}41'38''E$ **764.98 feet** to 5/8" iron rod with TxDOT aluminum cap set**, 199.39 feet left of Engineer's Baseline Station 37+67.10;
- 9) $S19^{\circ}11'56''E$ **589.30 feet** to a 5/8" iron rod with TxDOT aluminum cap set**, 308.27 feet left of Engineer's Baseline Station 43+62.02;
- 10) $N85^{\circ}33'50''E$ **104.98 feet** to the POINT OF BEGINNING and containing 14.824 acres, or 645,712 square feet within these metes and bounds, more or less.

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 7
September 3, 2019

PROPERTY DESCRIPTION FOR PARCEL 1

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 and 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.

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 §**

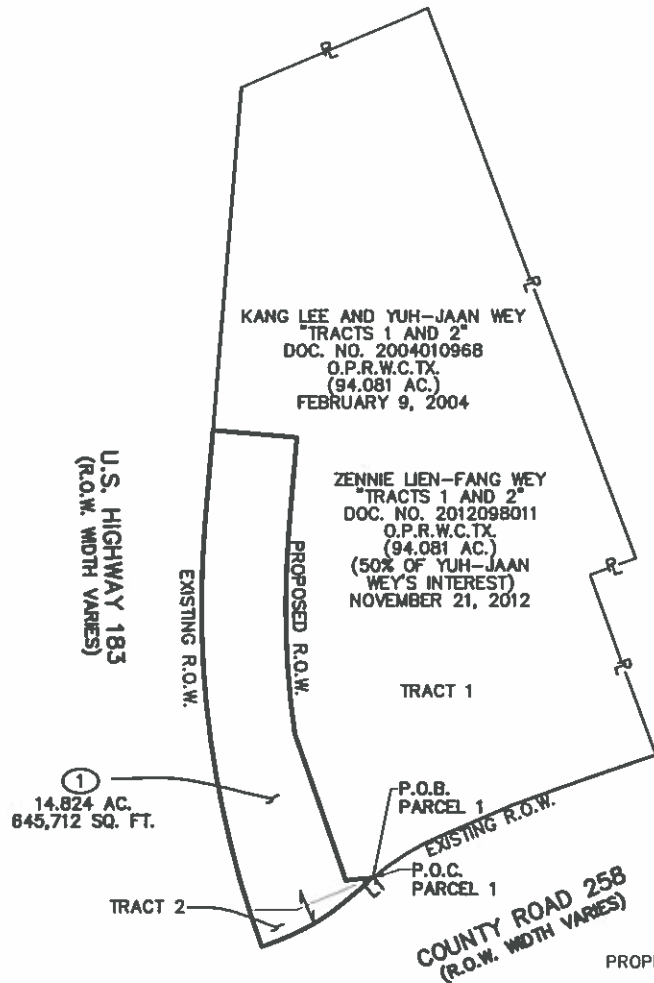
That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of September, 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 1
Issued 09/03/19



KANG LEE AND YUH-JAAN WEY
TRACTS 1 AND 2
DOC. NO. 2004010968
O.P.R.W.C.TX.
(94.081 AC.)
FEBRUARY 9, 2004

ZENNIE LIEN-FANG WEY
TRACTS 1 AND 2
DOC. NO. 2012098011
O.P.R.W.C.TX.
(94.081 AC.)
(50% OF YUH-JAAN WEY'S INTEREST)
NOVEMBER 21, 2012

①
14.824 AC.
645,712 SQ. FT.

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.

09/03/2019

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
94.081 AC. 4,098,168 SQ.FT.	14.824 AC. 645,712 SQ. FT.	79.257 AC. 3,452,456 SQ. FT.

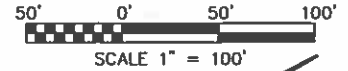


McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

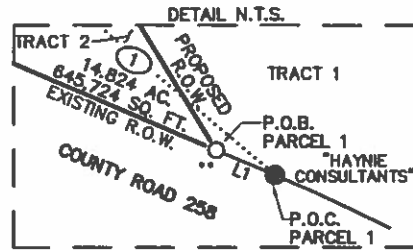
PARCEL PLAT SHOWING
PARCEL 1
US HWY 183
WILLIAMSON COUNTY, TEXAS
R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER, 2019

SCALE: N.T.S.



JOHN B. ROBINSON SURVEY ABSTRACT NO. 521



ZENNE LIEN-FANG WEY
"TRACTS 1 AND 2"
DOC. NO. 2012098011
O.P.R.W.C.TX.
(94.081 AC.)
(50% OF YUH-JAAN WEY'S INTEREST)
NOVEMBER 21, 2012

KANG LEE AND YUH-JAAN WEY
"TRACTS 1 AND 2"
DOC. NO. 2004010968
O.P.R.W.C.TX.
(94.081 AC.)
FEBRUARY 9, 2004

TRACT 1

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	283.67'	838.06'	19°23'37"	143.20'	S59°46'52"W	282.32'
C2	1629.45'	3769.48'	24°46'03"	827.65'	N07°42'15"W	1616.79'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S50°07'22"W	0.50'
L2	S69°28'31"W	68.86'
L3	N85°33'50"E	104.98'

KLATT PROPERTIES, LP
DOC. NO. 2007009843
O.P.R.W.C.TX.
(38.7425 AC.)
JANUARY 31, 2007

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2003042282
O.P.R.W.C.TX.
(8578 SQ. FT.)

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2003042282
O.P.R.W.C.TX.
(1.073 AC.)

P.O.B.
PARCEL 1
STA. 43+71.73
412.79' LT
N = 10,215,111.86
E = 3,068,785.91

WILLIAMSON COUNTY, TEXAS
DOC. NO. 2003092381
O.P.R.W.C.TX.
(1.061 AC.)

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
- 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
- ① 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.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

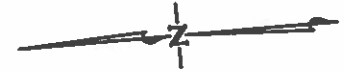
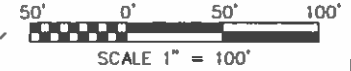
**PARCEL PLAT SHOWING
PARCEL 1
US HWY 183
WILLIAMSON COUNTY, TEXAS
R.O.W. C.S.J.: 0914-05-192**

DATE: SEPTEMBER, 2019 SCALE: 1"=100'

KANG LEE AND YUH-JAAN WEY
 TRACTS 1 AND 2
 DOC. NO. 2004010968
 O.P.R.W.C.TX.
 (94.081 AC.)
 FEBRUARY 9, 2004

ZENNIE LIEN-FANG WEY
 TRACTS 1 AND 2
 DOC. NO. 2012098011
 O.P.R.W.C.TX.
 (94.081 AC.)
 (50% OF YUH-JAAN WEY'S INTEREST)
 NOVEMBER 21, 2012
 STA. 37+67.10
 199.39' LT

JOHN B. ROBINSON SURVEY
 ABSTRACT NO. 521



MATCH SHEET 7 OF 7

TRACT 1
 PROPOSED R.O.W. C3

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 = 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

①
 14.824 AC.
 645,712 SQ. FT.

MATCH SHEET 5 OF 7

PT: 41+42.09

43+50
 509°44'50"E 1219.26'

35+00

ENGINEER'S BASELINE

EXISTING R.O.W.

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

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C2	1629.45'	3769.48'	24°46'03"	827.65'	N07°42'15"W	1616.79'
C3	766.56'	3449.71'	12°43'54"	384.87'	S01°41'38"E	764.98'

- 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
 - 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
- ① 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.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
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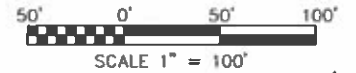
PARCEL PLAT SHOWING
 PARCEL 1
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER, 2019

SCALE: 1"=100'

KANG LEE AND YUH-JAAN WEY
 "TRACTS 1 AND 2"
 DOC. NO. 2004010868
 O.P.R.W.C.TX.
 (94.081 AC.)
 FEBRUARY 9, 2004

ZENNIE LIEN-FANG WEY
 "TRACTS 1 AND 2"
 DOC. NO. 2012098011
 O.P.R.W.C.TX.
 (94.081 AC.)
 (50% OF YUH-JAAN WEY'S INTEREST)
 NOVEMBER 21, 2012



TRACT 1

STA. 25+96.57
 206.42' LT

STA. 29+73.06
 201.46' LT

S04°40'19"W 367.78' PROPOSED R.O.W.

JOHN B. ROBINSON SURVEY
 ABSTRACT NO. 521

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 = 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

①
 14.824 AC.
 845,712 SQ. FT.

S89°05'08"E 320.17'

25+00

N04°40'19"E 732.80'

PC: 27+32.80

ENGINEER'S BASELINE

34+00

STA. 25+95.21
 113.75' RT

N04°40'03"E 456.27'

N04°40'03"E 388.28'

EXISTING R.O.W.

C2

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

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C2	1629.45'	3769.48'	24°46'03"	827.65'	N07°42'15"W	1616.79'
C3	766.56'	3449.71'	12°43'54"	384.87'	S01°41'38"E	764.98'

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
- 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
- R— PROPERTY LINE (OWNERSHIP DIVISION)
- |— DEED LINE (OWNERSHIP IN COMMON)
- |— DISTANCE NOT TO SCALE
- ① 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.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

McGRAY & McGRAY
 LAND SURVEYORS, INC.
 TBPLS FIRM # 10095500
 3301 HANCOCK DRIVE #6
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PARCEL PLAT SHOWING
 PARCEL 1
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER, 2019

SCALE: 1"=100'

MATCH SHEET 6 OF 7

Exhibit B

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 6

DEED

US Highway 183 Phase 3 Right of Way

ROW CSJ: 0914-05-192

Parcel No.: 1

Grantor(s), whether one or more:

Kang Lee, Yuh-Jaan Wey, Zennie Lien-Fang Wey, and Casper Yen

Grantor's Mailing Address (including county):

PO Box 200546
Austin, TX 78720-0546

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 THREE MILLION EIGHTY-SIX THOUSAND NINE HUNDRED NINETY-TWO and no/100 Dollars (\$3,086,992.00) 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.

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.

GRANTORS:

Kang Lee

Acknowledgement

State of _____

County of _____

This instrument was acknowledged before me on _____
_____ by Kang Lee, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of _____

GRANTOR:

Yuh-Jaan Wey

=====

Acknowledgement

State of _____

County of _____

This instrument was acknowledged before me on _____
_____ by Yuh-Jaan Wey, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of _____

GRANTOR:

Zennie Lien-Fang Wey

Acknowledgement

State of _____

County of _____

This instrument was acknowledged before me on _____
_____ by Zennie Lien-Fang Wey, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of _____

GRANTORS:

Casper Yen

Acknowledgement

State of _____

County of _____

This instrument was acknowledged before me on _____
_____ by Casper Yen, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of _____

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

RESOLUTION NO. 20-047

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN
WILLIAMSON COUNTY FOR THE 183A PHASE III PROJECT
(PARCEL 4)**

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 **LEANDER DEVELOPERS 4, LTD.** (the “Owner”), located at 450 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, after additional negotiation the Owner has agreed to sell the Property to the Mobility Authority for a proposed purchase amount of \$45,000.00; and

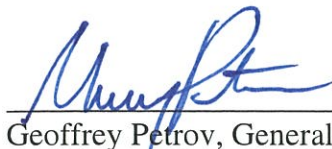
WHEREAS, the Owner has executed a Real Estate Contract (“Contract”) setting out the terms of Purchase for the Property in the recommended amount, which Contract is attached hereto as Exhibit B to this Resolution.

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.

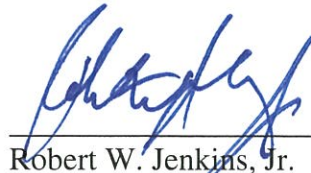
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of July 2020.

Submitted and reviewed by:

Approved:



Geoffrey Petrov, General Counsel



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
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

Description of 0.1638 of one acre (7,136 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 37.549 acres (Tract One) conveyed to Leander Developers 4, LTD. by deed, as recorded in Document No. 2006003648, Official Public Records, Williamson County, Texas; said 0.1638 of one acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron pipe found in the north line of said 37.549 acre Leander Developers 4 tract, being at the southwest corner of that tract described as 12.73 acres conveyed to David Stanton Morgan by deed, as recorded in Document No. 2007057967, Official Public Records, Williamson County, Texas, and the southeast corner of that tract described as 38.7425 acres conveyed to Klatt Properties, LP by deed, as recorded in Document No. 2006003648, Official Public Records, Williamson County, Texas;

THENCE, with the north line of said 37.549 acre Leander Developers 4 tract and the south line of said 38.7425 acre Klatt Properties tract, S69°13'51"W 687.49 feet to a 1/2" iron rod found at an angle point;

THENCE, continuing with the north line of said 37.549 acre Leander Developers 4 tract and the south line of said 38.7425 acre Klatt Properties tract, S69°10'18"W 330.82 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183 at the beginning of an Access Denial Line, 203.62 feet left of Engineer's Baseline Station 57+03.74, at the northeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,213,775.98 E=3,068,811.79;

- 1) THENCE, with the east line of this parcel and the proposed east right-of-way line of U.S. Highway 183, along this Access Denial Line, crossing said 37.549 acre Leander Developers 4 tract, with a curve to the left, whose intersection angle is **04°21'53"**, radius is **4,800.00 feet**, an arc distance of **365.67 feet**, the chord of which bears **S13°38'04"E 365.58 feet** to a 5/8" iron rod with TxDOT aluminum cap stamped "ADL set** at the end of this Access Denial Line, at the south corner of this parcel, being in the west line of said 37.549 acre Leander Developers 4 tract and the existing east right-of-way line of U.S. Highway 183 (varying width), 197.73 feet left of Engineer's Baseline Station 60+81.15;

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
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

- 2) THENCE, with the west line of this parcel and said 37.549 acre Leander Developers 4 tract and the existing east right-of-way line of U.S. Highway 183, **N20°33'07"W 362.70 feet** to a 1/2" iron pipe found at the northwest corner of this parcel and said 37.549 acre Leander Developers 4 tract and the southwest corner of said 38.7425 acre Klatt Properties tract;
- 3) THENCE, with the north line of this parcel and said 37.549 acre Leander Developers tract and the south line of said 38.7425 acre Klatt Properties tract, **N69°10'18"E 44.03 feet** to the POINT OF BEGINNING and containing 0.1638 of one acre, or 7,136 square feet within these metes and bounds, 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 and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of this high construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is prohibited across the Access Denial Line to the highway facility from 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
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

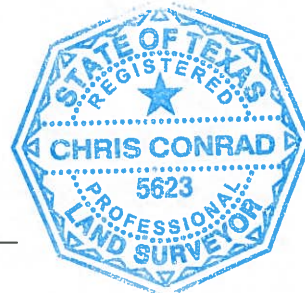
A parcel plat of even date was prepared in conjunction with this property description.

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

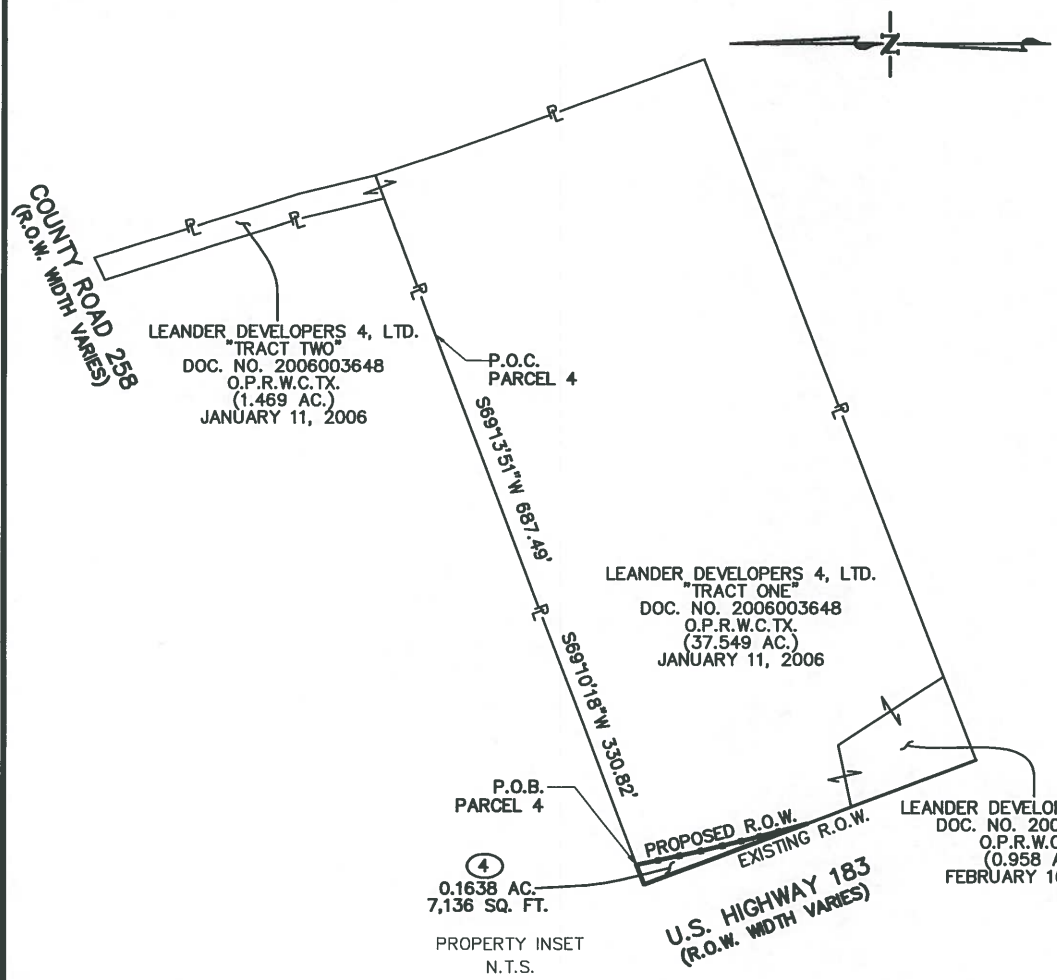
That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of September, 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
RTGF~19-041~US 183A/Descriptions/Parcel 4
Issued 08/23/19



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 PROHIBITED ACROSS THE ACCESS DENIAL LINE 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 LT
39.976 AC. 1,741,355 SQ.FT.	0.1638 AC. 7,136 SQ.FT.	39.8122 AC. 1,734,219 SQ. FT.

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

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.

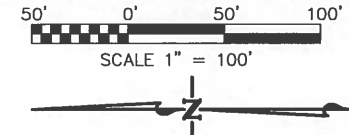


CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/20/2019

PARCEL PLAT SHOWING
 PARCEL 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DAVID STANTON MORGAN
 DOC. NO. 2007057967
 O.P.R.W.C.TX.
 (12.73 AC.)
 JUNE 5, 2007

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521



LEANDER DEVELOPERS 4, LTD.
 "TRACT ONE"
 DOC. NO. 2006003648
 O.P.R.W.C.TX.
 (37.549 AC.)
 JANUARY 11, 2006

LEANDER DEVELOPERS 4, LTD.
 DOC. NO. 2007013347
 O.P.R.W.C.TX.
 (0.958 AC.)
 FEBRUARY 16, 2007

KLATT PROPERTIES, LP
 DOC. NO. 2007009843
 O.P.R.W.C.TX.
 (38.7425 AC.)
 JANUARY 31, 2007

P.O.B.
 PARCEL 4
 BEGIN ACCESS DENIAL LINE
 STA. 57+03.74
 203.62' LT
 N = 10,213,775.98
 E = 3,068,811.79

END ACCESS DENIAL LINE
 STA. 60+81.15
 197.73' LT

"STAMPED ADL" **

ENGINEER'S BASELINE US183 CURVE DATA
 PI NORTHING = 10,213,442.81
 PI EASTING = 3,068,653.78
 PI STATION = 59+94.32
 DELTA = 11° 17' 47" (LT)
 DEGREE OF CURVE = 0° 53' 43"
 TANGENT = 632.96'
 LENGTH = 1,261.82'
 RADIUS = 6,400.00'
 CHORD BEARING = S 15° 23' 43" E
 CHORD = 1,259.78'
 PC STATION = 53+61.35
 PT STATION = 66+23.18

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°10'18"E	44.03'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	365.67'	4800.00'	04°21'53"	182.92'	S13°38'04"E	365.58'
C2	21.49'	4800.00'	0°15'23"	10.75'	S15°41'19"E	21.49'
C3	344.18'	4800.00'	04°06'30"	172.16'	S13°30'23"E	344.10'

- 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
 - 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)

- ||— ACCESS DENIAL LINE (ADL)
- |— DISTANCE NOT TO SCALE
- ④ 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
- D.R.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. 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 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER 20, 2019 | SCALE: 1"=100'

Exhibit B

EXHIBIT "B"

REAL ESTATE CONTRACT 183A Phase 3 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by and between LEANDER DEVELOPERS 4, LTD. (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 0.1638 acre (7,136 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 4**);

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 FORTY-FIVE THOUSAND and 00/100 Dollars (\$45,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds 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 August 20, 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 a duly executed and acknowledged Deed conveying good and indefeasible title to Purchaser in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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:

LEANDER DEVELOPERS 4, LTD.

By: Noel Larson

Address: P.O. Box 249
LEANDER TX 78644
512-848-2575 cell

Name: NOEL LARSON

Its: GENERAL MANAGER

Date: 7-14-2020

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
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

Description of 0.1638 of one acre (7,136 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 37.549 acres (Tract One) conveyed to Leander Developers 4, LTD. by deed, as recorded in Document No. 2006003648, Official Public Records, Williamson County, Texas; said 0.1638 of one acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron pipe found in the north line of said 37.549 acre Leander Developers 4 tract, being at the southwest corner of that tract described as 12.73 acres conveyed to David Stanton Morgan by deed, as recorded in Document No. 2007057967, Official Public Records, Williamson County, Texas, and the southeast corner of that tract described as 38.7425 acres conveyed to Klatt Properties, LP by deed, as recorded in Document No. 2006003648, Official Public Records, Williamson County, Texas;

THENCE, with the north line of said 37.549 acre Leander Developers 4 tract and the south line of said 38.7425 acre Klatt Properties tract, S69°13'51"W 687.49 feet to a 1/2" iron rod found at an angle point;

THENCE, continuing with the north line of said 37.549 acre Leander Developers 4 tract and the south line of said 38.7425 acre Klatt Properties tract, S69°10'18"W 330.82 feet to a 5/8" iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set** in the proposed east right-of-way line of U.S. Highway 183 at the beginning of an Access Denial Line, 203.62 feet left of Engineer's Baseline Station 57+03.74, at the northeast corner of this parcel, for the POINT OF BEGINNING having coordinates of N=10,213,775.98 E=3,068,811.79;

- 1) THENCE, with the east line of this parcel and the proposed east right-of-way line of U.S. Highway 183, along this Access Denial Line, crossing said 37.549 acre Leander Developers 4 tract, with a curve to the left, whose intersection angle is **04°21'53"**, radius is **4,800.00 feet**, an arc distance of **365.67 feet**, the chord of which bears **S13°38'04"E 365.58 feet** to a 5/8" iron rod with TxDOT aluminum cap stamped "ADL set** at the end of this Access Denial Line, at the south corner of this parcel, being in the west line of said 37.549 acre Leander Developers 4 tract and the existing east right-of-way line of U.S. Highway 183 (varying width), 197.73 feet left of Engineer's Baseline Station 60+81.15;

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
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

- 2) THENCE, with the west line of this parcel and said 37.549 acre Leander Developers 4 tract and the existing east right-of-way line of U.S. Highway 183, **N20°33'07"W 362.70 feet** to a 1/2" iron pipe found at the northwest corner of this parcel and said 37.549 acre Leander Developers 4 tract and the southwest corner of said 38.7425 acre Klatt Properties tract;
- 3) THENCE, with the north line of this parcel and said 37.549 acre Leander Developers tract and the south line of said 38.7425 acre Klatt Properties tract, **N69°10'18"E 44.03 feet** to the POINT OF BEGINNING and containing 0.1638 of one acre, or 7,136 square feet within these metes and bounds, 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 and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of this high construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is prohibited across the Access Denial Line to the highway facility from 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
September 20, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

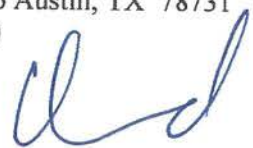
A parcel plat of even date was prepared in conjunction with this property description.

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

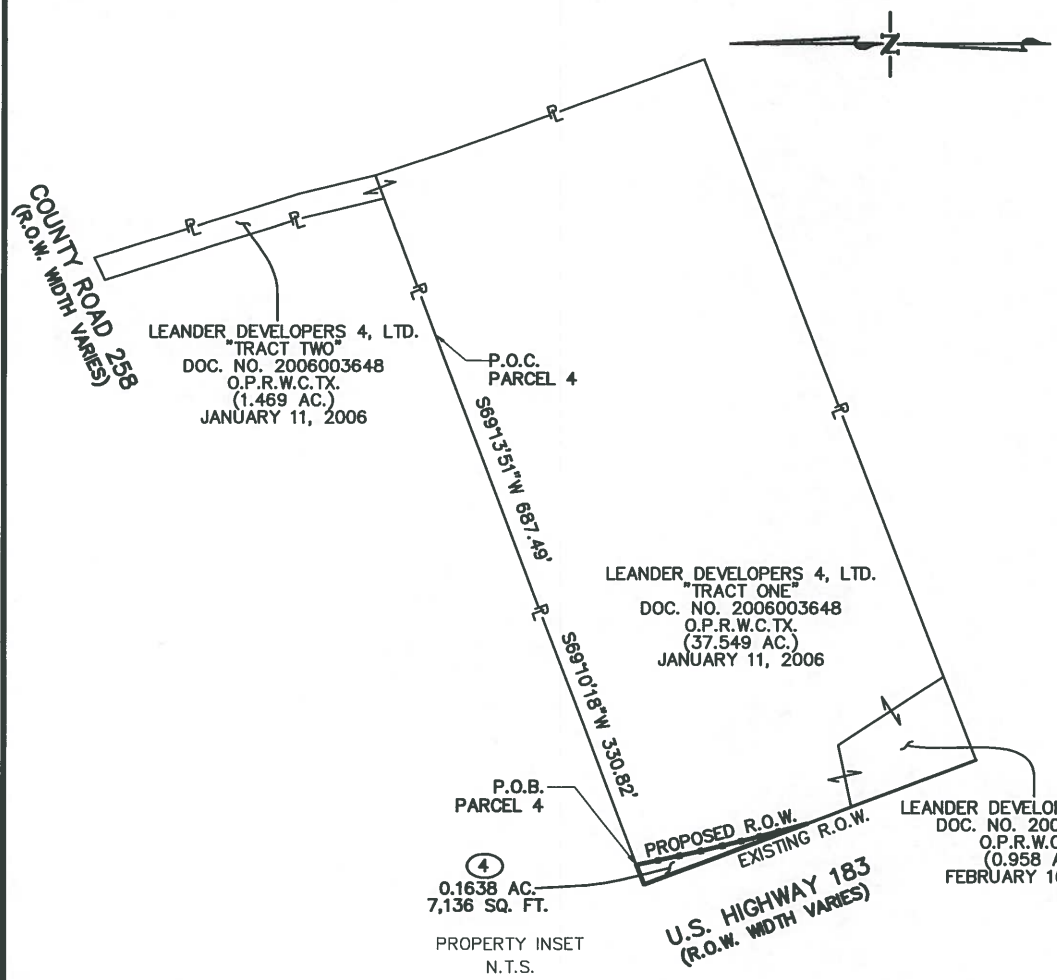
That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of September, 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
RTGF~19-041~US 183A/Descriptions/Parcel 4
Issued 08/23/19



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 PROHIBITED ACROSS THE ACCESS DENIAL LINE 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 LT
39.976 AC. 1,741,355 SQ.FT.	0.1638 AC. 7,136 SQ.FT.	39.8122 AC. 1,734,219 SQ. FT.

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

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.

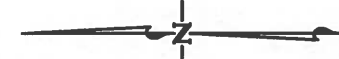
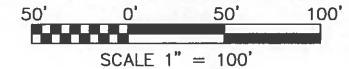


CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/20/2019

PARCEL PLAT SHOWING
 PARCEL 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DAVID STANTON MORGAN
 DOC. NO. 2007057967
 O.P.R.W.C.TX.
 (12.73 AC.)
 JUNE 5, 2007

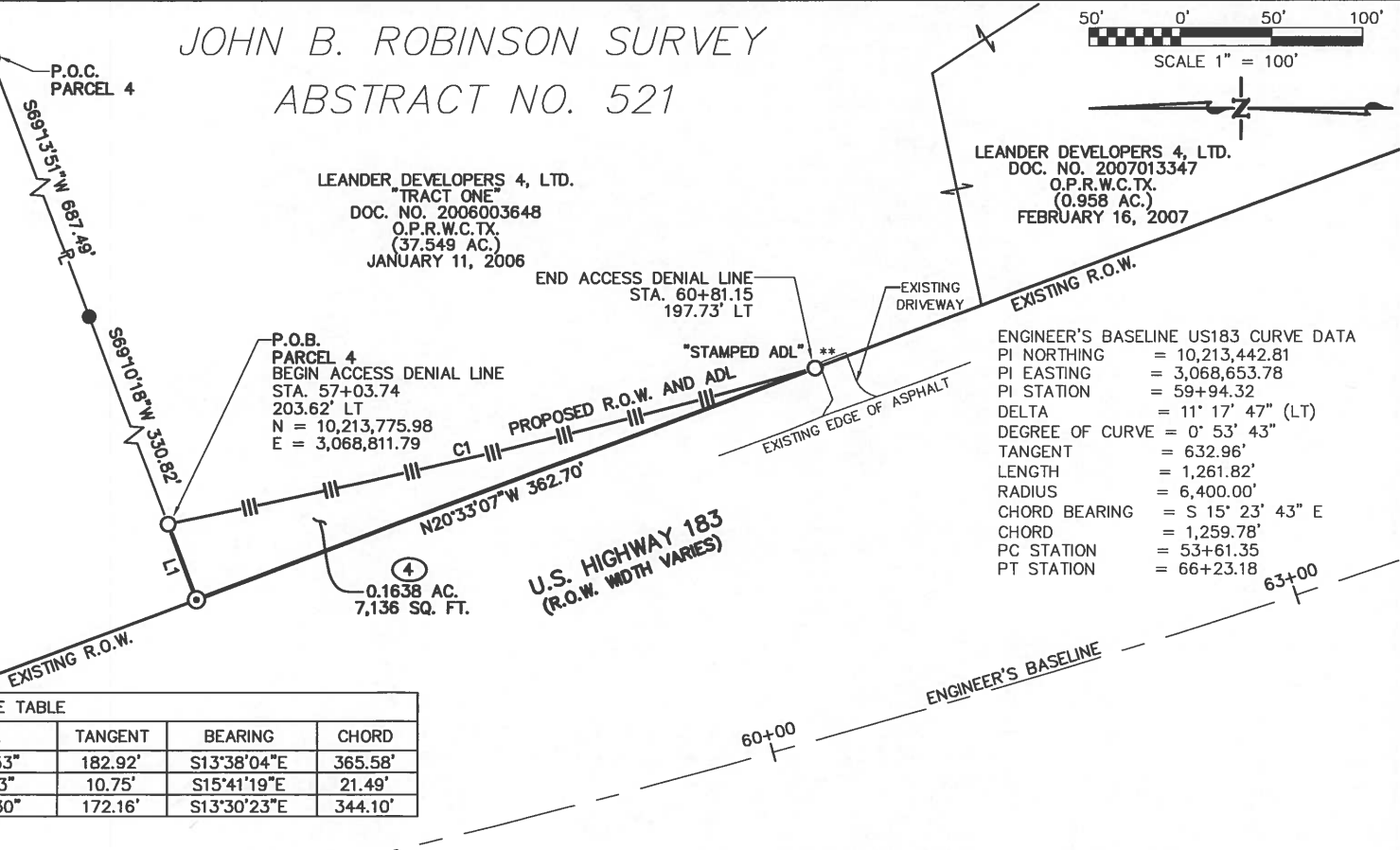
JOHN B. ROBINSON SURVEY ABSTRACT NO. 521



LEANDER DEVELOPERS 4, LTD.
 DOC. NO. 2007013347
 O.P.R.W.C.TX.
 (0.958 AC.)
 FEBRUARY 16, 2007

LEANDER DEVELOPERS 4, LTD.
 "TRACT ONE"
 DOC. NO. 2006003648
 O.P.R.W.C.TX.
 (37.549 AC.)
 JANUARY 11, 2006

KLATT PROPERTIES, LP
 DOC. NO. 2007009843
 O.P.R.W.C.TX.
 (38.7425 AC.)
 JANUARY 31, 2007



ENGINEER'S BASELINE US183 CURVE DATA
 PI NORTHING = 10,213,442.81
 PI EASTING = 3,068,653.78
 PI STATION = 59+94.32
 DELTA = 11° 17' 47" (LT)
 DEGREE OF CURVE = 0° 53' 43"
 TANGENT = 632.96'
 LENGTH = 1,261.82'
 RADIUS = 6,400.00'
 CHORD BEARING = S 15° 23' 43" E
 CHORD = 1,259.78'
 PC STATION = 53+61.35
 PT STATION = 66+23.18

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N69°10'18"E	44.03'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	365.67'	4800.00'	04°21'53"	182.92'	S13°38'04"E	365.58'
C2	21.49'	4800.00'	0°15'23"	10.75'	S15°41'19"E	21.49'
C3	344.18'	4800.00'	04°06'30"	172.16'	S13°30'23"E	344.10'

- 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
 - 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)

- ||— ACCESS DENIAL LINE (ADL)
- |— DISTANCE NOT TO SCALE
- ④ 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
- D.R.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. 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 4
 US HWY 183
 WILLIAMSON COUNTY, TEXAS
 R.O.W. C.S.J.: 0914-05-192

DATE: SEPTEMBER 20, 2019 | SCALE: 1"=100'

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.: 4

Grantor(s), whether one or more:

LEANDER DEVELOPERS 4, LTD.

Grantor's Mailing Address (including county):

P.O Box 249
Leander, Texas 78646
Williamson County, Texas

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 TEN and no/100 Dollars (\$10.00) 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.

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:

LEANDER DEVELOPERS 4, LTD.

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas

County of Williamson

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

Notary Public—State of Texas