

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

RESOLUTION NO. 20-075

**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.

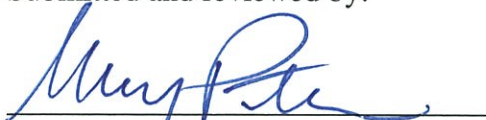
NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective November 18, 2020; and

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 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	NDH TRANSPORT LLC	TRAVIS	78702	1L80820	TX	181
2	KING FUTURES INC DBA KING TRUC KING	TRAVIS	78645	1L81169	TX	381
3	ALEJANDRO RODRIGUEZ SANCHEZ	TRAVIS	78660	1L92584	TX	482
4	JASON FUENTES	WILLIAMSON	76574	1M42518	TX	600
5	ADONIS M ROSALES PANTOJA	TRAVIS	78758	1M47736	TX	653
6	LMS LONESTAR MASONRY & STONE INC	WILLIAMSON	76537	1M88156	TX	628
7	ALLEN LEE CLICK	CALDWELL	78648	1UN473	TX	668
8	BRADLEY JAMES MARSHALL JENNIFER DYAN MARSHALL	WILLIAMSON	78717	5079AZ	TX	1758
9	NICHOLAS ANDREW DAMERON	WILLIAMSON	78642	B15544K	TX	2155
10	MICHAEL BROCK	WILLIAMSON	78613	BA63827	TX	1037
11	BRADLEY GRANT LYTLE	WILLIAMSON	78642	BE36839	TX	1086
12	DUSTIN C STEWART	BEXAR	78602	BFY0644	TX	500
13	LULA B SCHULER	WILLIAMSON	78641	BP65457	TX	1360
14	ZEINAB OMER HAMID	TRAVIS	78641	BRM1370	TX	866
15	BRYAN PATRICK BAIMA	WILLIAMSON	78641	BRN6979	TX	382
16	BLAKE RYAN SCHROCK	WILLIAMSON	78642	BTG0495	TX	699
17	ERIC DEAN WEATHERS	BRAZOS	77845	BV80463	TX	833
18	DANIEL L BOWLING	LLANO	78672	BVP3045	TX	405
19	JOHN CANTU	TRAVIS	78750	CGN4960	TX	2635
20	RUSSELL ERIC WEBB	TRAVIS	78738	CKR8037	TX	2196
21	MICHAEL DEAN MCMULLEN III	TRAVIS	78728	CMD5792	TX	304
22	SUSAN A GURNEY	WILLIAMSON	78641	CP2X797	TX	852
23	AMY R SIMMONS	BASTROP	78621	CS1T879	TX	1888
24	KELLY RENEE BREWTON	JEFFERSON	77706	CTG7473	TX	1291
25	DENNIS TAMBUNGA DEHOYOS	WILLIAMSON	78613	CVN5405	TX	843
26	JOHNNIE L CHESTER ELIZABETH CHESTER	TRAVIS	78721	CXC4915	TX	736
27	JENNIFER LYNN VARGAS	DALLAS	78613	CZ6Y135	TX	910
28	HELLENA E FRAZIER	WILLIAMSON	78641	DB1K542	TX	1036



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CTRMA Prohibited Vehicles

29	JASON V WILLIAMSON	WILLIAMSON	78665	DBW0485	TX	478
30	TAMICA SABRINA JONES DANIEL SHUJA OWENS	TRAVIS	78664	DCW2773	TX	352
31	SHANE CLINTON STIFFLEMIRE	WILLIAMSON	78642	DDV9891	TX	569
32	ROGER ANTONIO SANCHEZ	TRAVIS	78653	DF5S175	TX	2497
33	CAROLINA GARZA	WILLIAMSON	78641	DF8D799	TX	889
34	STACEY JO SCOTT MARGARET MUZQUIZ VARDEMAN	COMAL	78130	DFW5056	TX	601
35	THELMA HARKRIDER DIANA STALLWORTH	TRAVIS	78744	DH6K914	TX	330
36	LISA D MORGAN	TRAVIS	78759	DMT2782	TX	863
37	ANIFA S BULAMBO	VAL VERDE	78753	DNL7532	TX	1291
38	CHERYL HUSSEY WHITAKER	WILLIAMSON	78613	DR3J311	TX	1130
39	ANGELA REYES	TRAVIS	78653	DRW7669	TX	1672
40	JOHN FRIAS III VICTORIA ELIZABETH FRIAS	WILLIAMSON	78729	DYC6939	TX	171
41	JESSE ALEJANDRO DIAZ	WILLIAMSON	78641	FCW1656	TX	1540
42	DARIN D DENIO	LEANDER	78641	FEJ8689	TX	131
43	MICHAEL KEITH HELBING	WILLIAMSON	78642	FFH7835	TX	2227
44	REBECCA JOANNIDI SMITH	TRAVIS	78653	FGX7616	TX	2667
45	PAUL RIVERA NORMA ROSAS RIVERA	WILLIAMSON	78664	FJC2598	TX	210
46	CESAR MISAEL GIRAL JR	TRAVIS	78653	FLH0667	TX	1857
47	JORDAN ASHLEY JOHNSON	WILLIAMSON	78664	FLH7144	TX	398
48	KIMBERLY WINSLETT	TRAVIS	78725	FMT0521	TX	1065
49	PEDRO A REYES	WILLIAMSON	78717	FPB3496	TX	1006
50	LYDIA MAY PACHECO	TRAVIS	78653	FTD1913	TX	1483
51	JUAN A HERNDEZ CARRIZALEZ	TRAVIS	78752	FTD5757	TX	1998
52	RAUNEL TORRES-PEREZ	TRAVIS	78721	FVY6769	TX	1752
53	ASHLEY DITTUS	WILLIAMSON	78641	FZH0826	TX	814
54	LISA LATRICE HAYES MARGIE LEAN MONTGOMERY	TRAVIS	78653	GOLISA	TX	270
55	SHAWN MADDEN	WILLIAMSON	78641	GBC0637	TX	877
56	SEAN JAMES BRYAN	TRAVIS	78748	GCL4858	TX	1243
57	ANGELIA MARIE WARD MCFARLAND	WILLIAMSON	78665	GDW5505	TX	392



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CTRMA Prohibited Vehicles

58	CHRYSTAL GALE FLORES ROLAND ANTHONY FLORES	TRAVIS	78759	GGH0722	TX	677
59	ASHLEY NICOLE WECHSLER	WILLIAMSON	78660	GGV0420	TX	431
60	JOSEPH LEWIS RICHEY II AMY THERESA RICHEY	WILLIAMSON	78641	GKB5668	TX	1441
61	STEVEN A MORRISON	WILLIAMSON	78628	GMN6937	TX	1082
62	CEDRIC DERESE HENRY	BASTROP	78758	GNC5862	TX	845
63	THOMAS JOSEPH VEILLEUX JR LEIGH ALDEN VEILLEUX	BASTROP	78621	GPR5550	TX	1149
64	TENASHA AKEEMA BROWN	TRAVIS	78660	GRC4497	TX	357
65	ROBIN LEE VIETZ	WILLIAMSON	78731	GTV2041	TX	204
66	ADALI BOLANOS	WILLIAMSON	78613	GWV7486	TX	3166
67	PEDRO DANIEL CARRIZALES	CALDWELL	78664	GWW4488	TX	582
68	HOME DEPOT	BEXAR	78217	GXG7883	TX	373
69	CHRISTINA RENEE KICKEL	WILLIAMSON	78642	GYS6162	TX	2211
70	RUSSELL ALBIN	WILLIAMSON	78750	GYS6297	TX	452
71	JAMES CARROLD HYDE JR JAMES CARROLD HYDE III	BASTROP	78602	GZP6911	TX	1053
72	DEANNA CONTRERAS	WILLIAMSON	78641	HFG4343	TX	650
73	CHRISTOPHER HERRERA	TRAVIS	78748	HGB0690	TX	213
74	DAVID HENRY SHARNER	TRAVIS	78645	HHJ1420	TX	1075
75	JOEL BALLARD	WILLIAMSON	78646	HJK8092	TX	1956
76	GREGORY D WILBURN	WILLIAMSON	78641	HMH4047	TX	565
77	JUAN CARLOS RUIZ JR	WILLIAMSON	78727	HTL1804	TX	3151
78	SUZANNE JONES	WILLIAMSON	78642	HTL8155	TX	1762
79	LEAH JONES HOWARD-JONES	TRAVIS	78653	HVC5981	TX	1291
80	CHRISTOPHER G DRAKE-CAMPBELL ROSE KATHLEEN CAMPBELL	WILLIAMSON	78641	HVC6291	TX	2287
81	ANDREW DUMMAR	TRAVIS	78728	HXZ8543	TX	587
82	DAVID MORIN	WILLIAMSON	78642	HXZ8701	TX	2909
83	JENNIFER GAIL RICHARDSIN	TRAVIS	78617	HYB1185	TX	619



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CTRMA Prohibited Vehicles

84	SHARRONDA TANDY	TRAVIS	78653	HZF5512	TX	541
85	THOMAS LAWRENCE DUGAN	TRAVIS	78653	JBM7484	TX	2519
86	ALL POINTS SURVEY LP	TRAVIS	78704	JBN2010	TX	1535
87	MARIO CATARIN NEVAREZ-VALADEZ DIANA LIZZETH URRABAZO-MEDINA	TRAVIS	78653	JBN3555	TX	978
88	NICHOLAS C TRAVIS	WILLIAMSON	78746	JBN4290	TX	775
89	ERIKA GUADALUPE JASSO LOPEZ	TRAVIS	78617	JBP0162	TX	774
90	BENJAMIN BRANDON GONZALES III	WILLIAMSON	78641	JBP2233	TX	2659
91	SARA ELIZABETH LEEVER	WILLIAMSON	78641	JCR4823	TX	979
92	BRITTANY CHARLENE BARNHILL	WILLIAMSON	78664	JCS3128	TX	265
93	MICHELL SHARAY GUNN	WILLIAMSON	78613	JDG5592	TX	1920
94	CASEY SCOTT NIECE	WILLIAMSON	78641	JDJ5900	TX	423
95	DANIELA ROMERO	TRAVIS	78753	JGC1398	TX	846
96	LANCE E SNIDER MICHAEL DAVID NAZAR	WILLIAMSON	78641	JGG3991	TX	2906
97	MANDI JO PENNINGTON	TRAVIS	78750	JMM9631	TX	1638
98	JESSICA ANN TREVIZO	WILLIAMSON	78006	JMR4349	TX	2055
99	DEYSI ALEJO RUIZ	TRAVIS	78621	JMY8156	TX	374
100	BRAD MYLES WELCH	WILLIAMSON	78641	JRG7808	TX	1652
101	ANDREW DUMMAR	TRAVIS	78728	JRH4181	TX	1418
102	JEFFREY J GONZALES	BASTROP	78947	JRV1384	TX	1133
103	KELLY LYNN LEWIS	BASTROP	78650	JSK9945	TX	1548
104	BARBARA KARELI ZARAGOZA IGNACIO LINO ZARAGOZA	WILLIAMSON	78641	JVG8382	TX	727
105	IRONSIDE TRUST XI	TRAVIS	78754	JVM4217	TX	462
106	REBECCA R KRAWCZYK	WILLIAMSON	78641	JVS6364	TX	987
107	DERRICK LARAY GARNER	BASTROP	78621	JWH1577	TX	3342
108	JASON SMITH	TRAVIS	78634	JWH2658	TX	461
109	STEVEN GEORGE JENNER	TRAVIS	78642	JWJ2300	TX	736
110	JOHN FREDERIC SHINSKI	SMITH	78613	JWJ7306	TX	682
111	KRIS DANE BOTKIN	BEXAR	78249	JWM2111	TX	524
112	ALEXANDRA MARIE GONZALES	BASTROP	78621	JYV8939	TX	1452



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CTRMA Prohibited Vehicles

113	YOJANA ALVARADO CASTILLO CARLOS SADAM ALVARADO CASTILLO	TRAVIS	78660	JYW2159	TX	2165
114	MATTHEW AARON BARTH	WILLIAMSON	78613	JZW1806	TX	1959
115	JENNIFER DIANNA DIGGS	WILLIAMSON	78641	KBM6058	TX	882
116	RAYMOND JEFFREY ROSENBECK	WILLIAMSON	78717	KBX6731	TX	379
117	CRYSTAL LYNN BLAKE	WILLIAMSON	78634	KBY5033	TX	413
118	ABBY MICHELLE LOEB PHILLIP JAY LOEB	BASTROP	78602	KBZ0231	TX	530
119	MICHELLE DENISE MONROE	BASTROP	78602	KCJ4079	TX	519
120	ALISA LYNN BOND	WILLIAMSON	78717	KDT7218	TX	1811
121	TIFFANY MARIE RAY-HUNTER TIANA MICHELLE LAVIGNE	CORYELL	76522	KFD2147	TX	2155
122	EDDIE VENTURA SALAZAR JENNIFER RENEE DONNELLY	CORYELL	76522	KFD3837	TX	1577
123	ANDREW DOSS	WILLIAMSON	78641	KGC2448	TX	1643
124	SHARON KIYOKO WHEELER KIANA NIKOHL ALOHALANI WHEELER	TRAVIS	76537	KGJ6694	TX	505
125	AMY CORINNA STRICKLAND	WILLIAMSON	78717	KGW6128	TX	162
126	JEFFERY ALLEN MCALISTER	TRAVIS	78704	KJD6122	TX	668
127	MARY ROLLINS HERNANDEZ	WILLIAMSON	78642	KJD7511	TX	1344
128	PATRICIA CAMPBELL HASS	TRAVIS	78752	KJF7602	TX	960
129	MARY JEAN VANDERHAGEN	WILLIAMSON	78717	KKB8065	TX	390
130	CARLOS ALBERTO DOMINGUEZ	TRAVIS	78758	KLF5216	TX	1480
131	BRANDON JEROD DOBBINS	TRAVIS	78744	KLF8975	TX	3299
132	RYAN JESUS SALINAS	TRAVIS	78702	KLF9684	TX	2482
133	LYSSETT SERAFIN	BASTROP	78621	KLK2863	TX	1066
134	MACY JOHNS	BEXAR	78109	KLJ0773	TX	460
135	JAMES BENEFIELD	BELL	78641	KLS0472	TX	1256
136	EMILY JANE GALLANT	WILLIAMSON	78155	KLT3109	TX	1843
137	SANDRA LEA VANELLI AARON CHARLES VANELLI	WILLIAMSON	78642	KLV8261	TX	1657
138	RODNEY ABEL MARRERO	HAYS	78676	KNJ6817	TX	193
139	GARY SCOTT CAMERON	TRAVIS	78738	KNP3317	TX	1156
140	MIGUEL ANGEL AGUILLON GALLEGOS	TRAVIS	78617	KNP5742	TX	1374
141	WILLIAM ALFRED WRIGHT V	BASTROP	78621	KNT4568	TX	924



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CTRMA Prohibited Vehicles

142	MICHAEL WASHBURN	WILLIAMSON	78641	KNZ3816	TX	435
143	TROY ANTHONY COOPER	WILLIAMSON	78630	KPW2292	TX	1032
144	KRISTOPHER DAVID FLORES	TRAVIS	78653	KSC5775	TX	1245
145	JOSHUA NEAL WOODS ANGELA SHERIE WOODS	WILLIAMSON	78642	KSR6967	TX	997
146	ANDREA RENEE CANDANOZA	BASTROP	78650	KSS2620	TX	2379
147	CHRISTOPHER JOSE TAMEZ BRIANDA JANAILE TAMEZ	TRAVIS	78754	KVJ0058	TX	917
148	KIRTIS KAMERON WARD	LEE	78947	KVM0677	TX	1684
149	BIANCA STAMPLEY	TRAVIS	78754	KVM2617	TX	459
150	PETER JOSEPH ROSKY	WILLIAMSON	78741	KVM3625	TX	153
151	NICHOLAS WAYNE BLACKWELL	BASTROP	78602	KVP4770	TX	649
152	CURTIS ROWLAND	WILLIAMSON	78628	KVP7795	TX	874
153	MICHAEL ANTONIO WILLIAMS	CORYELL	76522	KVP9508	TX	1837
154	KAREN HERNANDEZ	TRAVIS	78653	KXD2052	TX	223
155	JOSE GUADALUPE VILLAFUERTE LOPEZ	WILLIAMSON	78634	KXD3978	TX	394
156	DANIELA JEANETTE RUIZ	TRAVIS	78621	KYT4808	TX	1050
157	LOGAN BRIGITTE BARKER	TRAVIS	78630	KYY8267	TX	1739
158	AUDREA CATRICE BELCHER DARREN EARNEST BELCHER	TRAVIS	78617	KZR7771	TX	1342
159	JESUS MACIAS III	BELL	76511	LBB5664	TX	402
160	JERRELL TAYLOR	TRAVIS	78741	LBT6198	TX	1008
161	CHARLES ANTHONY BENAVIDEZ	TRAVIS	78752	LBT8437	TX	1156
162	BRYON WAYNE CUNNINGHAM	WILLIAMSON	78645	LBV5094	TX	2643
163	DOMESHIA DE SHOAN DICKSON TRENT LAMONT DICKSON	LEE	78653	LCB1194	TX	2507
164	ASHLEY LYNNE THOMAS	WILLIAMSON	78641	LCX9431	TX	396
165	MARIO ORTIZ JR	TRAVIS	78617	LCX9579	TX	827
166	CHRISTOPHER M QUINTEROS	WILLIAMSON	78613	LDZ4850	TX	501
167	LEANDRA ANN HERNANDEZ DAVID BROWN JR	TRAVIS	78723	LFR1857	TX	2129
168	MOISES TOVAR-GUTIERREZ	TRAVIS	78744	LGV3450	TX	1797
169	TIMMISHA EULALIA ORTIZ	TRAVIS	78653	LGV6068	TX	2507
170	JOHNNY RAY GALVAN	TRAVIS	78727	LGV6387	TX	889
171	CYNTHIA SYLVIA TEMPLE	WILLIAMSON	78613	LHK7495	TX	345



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CTRMA Prohibited Vehicles

172	OTIS DARRYL DAVIS	BELL	76543	LHS8476	TX	964
173	ROBERT CANTU ARELLANO	BEXAR	78207	LHT1581	TX	446
174	EDMUND M PEREZ JR LSE	WILLIAMSON	78641	LJY5250	TX	1780
175	SMEAD LED SIGNS	BEXAR	78154	LKJ8381	TX	1629
176	GENELL DESHA ROBERSON	WILLIAMSON	78621	LLN1074	TX	581
177	JOSEPH SCOTT PARGIN	TRAVIS	78641	LLY8388	TX	1385
178	NELLIE HINTON LAWRENCE JELANI ISHMAEL WILLIAMS	CORYELL	39759	LMK1867	MS	1712
179	KYLE GREGORY SANBORN	BASTROP	78641	LMP3524	TX	746
180	KORBIN ROBERT BROCK FOWLER	BASTROP	78602	LMP7159	TX	1784
181	YOLANDA SOZA RIOJAS ADAM JOSE ORTEGA	WILLIAMSON	78641	LMP7187	TX	1119
182	TIMOTHY WAYNE LANDRY TRENELL GLOVER LANDRY	WILLIAMSON	78641	LMP7945	TX	577
183	ERICKA VAZQUEZ	HAYS	78602	LMZ2061	TX	913
184	SAVANNAH SPRINKLES	WILLIAMSON	78613	LNC9694	TX	1652
185	BRENDA MARIE HERNANDEZ LEAH RAE HERNANDEZ	BASTROP	78621	LNK8688	TX	787
186	NOE RAMIREZ III	WILLIAMSON	78613	LNT2406	TX	1701
187	TERRI JOANNE KAHLA	TRAVIS	78645	LNT3607	TX	958
188	CHARLES ROBERT FLISS CONNIE JEAN FLISS	BURNET	78605	LNV7432	TX	475
189	DAVID S KRAUSS	TRAVIS	78660	LRD2173	TX	589
190	MARILYN RENEE TOLIVER	BASTROP	78621	LRD3370	TX	1193
191	JASMINE IGNEZIA GONZALEZ	TRAVIS	78728	LRJ6335	TX	440
192	ASHLEY MARIE LADD	TRAVIS	78704	LSG7788	TX	247
193	GRACE ANN JAMES JIMMY DON JAMES	WILLIAMSON	78641	LSH5400	TX	1804
194	BROOKE KAYLEE PARCELL ANNETTE YOUNG WARREN	WILLIAMSON	78613	LSJ0808	TX	620
195	TERRI LYN PIERCE	WILLIAMSON	78641	LSN0400	TX	1660
196	SANDRA ANN ABUNDIZ HECTOR JULIAN CONTRERAS	WILLIAMSON	78641	LTY5987	TX	1892
197	BLAKE VECERA CASSANDRA VECERA	WILLIAMSON	78641	LVJ2469	TX	459
198	YASHA LAFEL JOHNSON	TRAVIS	78653	LVK5692	TX	2437
199	COURTNEY MALONE CLAUDE ALLEN	TRAVIS	78748	LVK9800	TX	989
200	ARIANNA DELIZA ZACARIAS	TRAVIS	78642	LVL1607	TX	1781
201	PREMIUM CUTS LAWN SERVICE & MAINTENANCE INC	TRAVIS	78708	LVL1756	TX	308



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CTRMA Prohibited Vehicles

202	RAIKA ROWE BENJAMIN JEREMY ROWE	TRAVIS	78641	LVL2293	TX	2121
203	TIMOTHY RICHARD BAILEY HERBERT RAWLS FOSTER	WILLIAMSON	78681	LVL3726	TX	1373
204	TONI MARTIN WILSON	TRAVIS	78653	LVN7697	TX	2624
205	MICHAEL A BOYLAN	WILLIAMSON	78729	LVZ7415	TX	2144
206	HAROLD PRESTON EUGENE GREEN	TRAVIS	78660	LWN3062	TX	328
207	RYAN ALEXANDER CORREA	MONTGOMERY	78759	LXF1200	TX	449
208	ADRIANNA RIVERA ROBERTO RIVERA	WILLIAMSON	78641	LXF4261	TX	422
209	LARRY JOHN HOLIEDY	WILLIAMSON	78626	LXG0231	TX	473
210	FREDY PAUL RAMIREZ CORTEZ	BASTROP	78621	LXL1323	TX	1054
211	CAITLIN CNE MUENNINK OSCAR LEOS	WILLIAMSON	78642	LXT2233	TX	1648
212	SHAN DELL SEWARD	MILLS	76844	LXW6214	TX	533
213	BLANCA FABIOLA MANZANO ALVEREZ	BASTROP	78621	LYD7427	TX	766
214	MATTHEW ORTIZ	WILLIAMSON	78641	LZP0349	TX	490
215	ROSWELL VARGAS SANTIAGO	WILLIAMSON	78642	LZP7555	TX	764
216	MEREDITH MARIE POWELL	WILLIAMSON	78613	MBF5450	TX	2430
217	REGINALD DANDRE CARTER EULENE JONES CARTER	BASTROP	78957	MCH6887	TX	500
218	TREMAINE TERELLE REESE	BELL	76549	MCJ3921	TX	842
219	JEREMIAH LEE MARCEAUX CHELSEA DYANN MARCEAUX	WILLIAMSON	78641	MCX6648	TX	773
220	ANGEL PENA GONZALES	TRAVIS	78653	MCX7160	TX	1348
221	ROBERT ALLEN HEATH	WILLIAMSON	78641	MCX7640	TX	732
222	GEORGE AARON CROSSLEY JENA LYNN CROSSLEY	WILLIAMSON	78641	MCX9039	TX	1596
223	CHRISTOPHER GLENN RENEGAR JENNIFER JEAN FARMER	BELL	76542	MCY0446	TX	897
224	JESSICA NICOLE LUMSFORD ROBERT EARL LUMSFORD	WILLIAMSON	78641	MCY1704	TX	1624
225	CHRISTOPHER MICHAEL SCOTT	BASTROP	78621	MDT4711	TX	1524
226	VANESSA CANTU	WILLIAMSON	78641	MGY2330	TX	1646
227	DANIEL P TOLLIVER	WILLIAMSON	78641	MGY3576	TX	1550
228	FREDERICK FRANCIS SCHMIDT IV ELIZABETH JUNE SCHMIDT	WILLIAMSON	78641	MGY3649	TX	1496
229	LUKE D JANSEN	TRAVIS	78759	MGY4354	TX	745
230	JENNIFER NICOLE CARDENAS JOSEPH EDWARD DRAKE	TRAVIS	78751	MGY5686	TX	1721
231	CINDY MEI SAELEE	WILLIAMSON	78628	MHC4982	TX	890



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

232	MELANIE CHAFON MCGOWAN	TRAVIS	78653	MHD1224	TX	2436
233	VEDA OZELL TINDLE	NUECES	76567	MHD2310	TX	302
234	JIMMY LIMON JR	WILLIAMSON	78642	MJW0164	TX	1512
235	VENTURE UNDERGROUND MANAGEMENT, INC	TRAVIS	78726	MKG2600	TX	573
236	TIMOTHY WAYNE BURLEIGH ZAVALA	TRAVIS	78660	MKV5011	TX	413
237	MELEAH FREN SHEA DUNN	TRAVIS	78728	MKW3681	TX	266
238	JOEL PENA ALMONTE	WILLIAMSON	78613	MND5407	TX	1624
239	JULIEN LUKE CLARK	LEE	78947	MSF4977	TX	2318
240	MALAYSIA CYMONE WALKER	TRAVIS	78728	MTX9637	TX	971
241	MIMS CONSTRUCTION SOLUTIONS LLC	WILLIAMSON	78641	MYR9310	TX	517
242	SMT PARKING SOLUTIONS, LLC	TRAVIS	78749	T4734K	TX	2050

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

RESOLUTION NO. 20-076

**APPROVING AN INTERLOCAL AGREEMENT
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
FOR SHARING INTELLIGENT TRANSPORTATION SYSTEMS DATA**

WHEREAS, in January 2015 the Central Texas Regional Mobility Authority (Mobility Authority) and the Texas Department of Transportation (TxDOT) entered into an interlocal agreement in order to share intelligent transportation systems (ITS) data in an effort to improve traffic conditions and reduce congestion in Central Texas; and

WHEREAS, the current ITS data sharing agreement with TxDOT expired on July 31, 2020; and

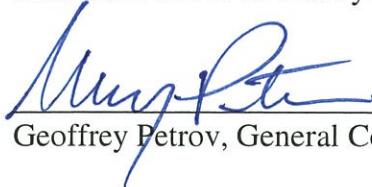
WHEREAS, the Executive Director and TxDOT have negotiated a new interlocal agreement to allow the Mobility Authority and TxDOT to continue sharing ITS data, including real-time camera images and streams, sensors, signage and communication links; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDOT for ITS data sharing in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for sharing intelligent transportation systems data and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

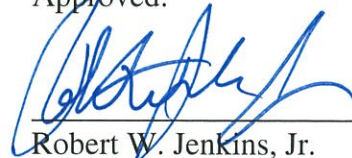
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT for SHARING
INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DATA**

CONTRACTING PARTIES:

Texas Department of Transportation Austin District	STATE (TxDOT)
Central Texas Regional Mobility Authority	CTRMA

TxDOT and CTRMA are referred to herein individually as a “party” and collectively as the “parties.”

TxDOT is the owner of Intelligent Transportation Systems (ITS) infrastructure that consists of:

- an ITS Field Network (including but not limited to sensors, cameras, signs, and communications links constructed along segments of the State highway system); and
- an ITS Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which the State owns certain rights, title, and interests related thereto, including copyrights.

CTRMA is the owner of ITS infrastructure that consists of:

- an ITS Field Network (including but not limited to sensors, cameras, signs, and communications links constructed both on and off of the State highway system); and
- an ITS Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which the CTRMA owns certain rights, title, and interests related thereto, including copyrights.

CTRMA desires TxDOT to grant rights to receive and use TxDOT transportation-related information (TxDOT’s “Traffic Data”) and TxDOT desires CTRMA to grant rights to receive and use CTRMA transportation-related information (CTRMA’s “Traffic Data”). The parties are agreeable to grant rights subject to the terms and conditions established in this agreement.

This agreement incorporates the provisions of **Attachment A**, Descriptions and Specifications of Rights Granted in Article 2, **Attachment B**, Guidelines for Use of State Equipment and Infrastructure, and **Attachment C**, Connectivity Diagram.

B A C K G R O U N D

TxDOT, in accordance with Texas Transportation Code, §201.205, may:

1. Apply for, register, secure, hold and protect its intellectual property, patents, copyrights, trademarks, or other evidence of protection of exclusivity; and
2. Enter into non-exclusive license agreements with any third party for the receipt of fees, royalties, or other things of monetary and non-monetary value; and
3. Waive or reduce the amount of fees if it determines that such waiver will further the goal and missions of TxDOT and result in a net benefit to TxDOT; and

Texas Transportation Code, §202.052 authorizes TxDOT to lease highway assets if the area to be leased is not needed for highway purposes during the term of the lease and TxDOT charges fair market value for the leased asset, and authorizes TxDOT to waive such fees for social, economic, and environmental mitigation purposes.

TxDOT – alone or as a stakeholder in Austin, the regional traffic management center (TMC) – has trademark registrations on marks in accordance with the requirements of Title 15 U.S.C. Section 1051 et seq., as amended:

- Registration Number(s) 1802491, hereinafter identified as the “TxDOT logo.”

A G R E E M E N T

In consideration of the mutual promises contained in this agreement, TxDOT and CTRMA now agree as follows:

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective when signed and dated by the last party whose signing makes the agreement fully executed. This agreement shall terminate five (5) years from that date, or when otherwise modified or terminated, as hereinafter provided.

ARTICLE 2. RIGHTS GRANTED

The parties hereby grant each other a non-exclusive right, license, and privilege worldwide to use all or portions of Traffic Data from the other party's ITS Field Network and ITS Business Network. The parties agree that this agreement does not transfer or convey any ownership or any rights other than those rights expressly granted by the agreement. A more detailed description of rights granted is provided in Attachment A to this agreement, which is attached hereto and incorporated herein for all purposes.

ARTICLE 3. PROVISION OF INFRASTRUCTURE

Each party is responsible for providing and maintaining any hardware, software, and additional ITS infrastructure that is necessary to obtain the Traffic Data. Either party may provide unused ITS infrastructure and facilities to support the additional infrastructure when possible, and when deemed to be in the best interest of the providing party. Neither party guarantees the availability of the Traffic Data or a minimum response time to reestablish the availability of the Traffic Data due to maintenance or network or system failures. A more detailed description of ITS infrastructure to be provided by each party is shown in Attachment A. CTRMA shall not place any objects or equipment in the State Right-of-Way or on any other TxDOT property without advanced written permission from the District Engineer or designee. TxDOT shall not place any objects or equipment in CTRMA Right-of-Way or on any other CTRMA property without advanced written permission from the CTRMA's Executive Director or designee.

ARTICLE 4. FEE

As the use of the Traffic Data will result in social, economic, and environmental mitigation, by increasing mobility and reducing congestion on public highways, both parties agree to waive any monetary fee associated with the use of the Traffic Data for the first year of this agreement. After the initial year, each party reserves the right to charge a fee for the use of the Traffic Data by providing not less than thirty (30) days written notice to the other party defining the terms of the fee.

ARTICLE 5. COPYRIGHT INFRINGEMENT

Each party shall notify the other party of any infringement or potential infringement by a third party, of which it becomes aware, of the copyright or any other rights owned by the other party relating to the use of the Traffic Data. Each party shall provide the other party, if feasible, any information or other assistance requested to assist in the prosecution of any breaches or infringements.

ARTICLE 6. TAXES AND FEES

Not applicable.

ARTICLE 7. ASSIGNMENT PROHIBITION

Each party is prohibited from assigning any of the rights conferred by this agreement, to any third party. Any assignments shall be subject to the terms and conditions of this agreement.

ARTICLE 8. TERMINATION

- a) Including the provisions established herein, this agreement may be terminated by any of the following conditions.
 - i) Mutual agreement and consent of the parties hereto.
 - ii) By TxDOT for reason of its own and not subject to the approval of the CTRMA upon not less than thirty (30) days written notice to the CTRMA.
 - iii) By the CTRMA for reason of its own and not subject to the approval of TxDOT upon not less than thirty (30) days written notice to TxDOT.
 - iv) Immediately for breach of this agreement as determined by either party.
- b) Termination of the agreement shall extinguish all rights, duties, obligations and liabilities of TxDOT and CTRMA of this agreement. All rights granted shall revert to the owner of the Traffic Data. Upon termination of this agreement, the parties will immediately cease transmitting, using, distributing and/or modifying the electronic signals of the Traffic Data.

- c) Termination or expiration of this agreement shall not extinguish any of the CTRMA's or TxDOT's obligations under this agreement which by their terms continue after the date of termination or expiration.

ARTICLE 9. HOLD HARMLESS

Subject to the Constitution and to the extent permitted by laws of the State of Texas, each party shall indemnify and save harmless the other party and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party.

ARTICLE 10. RELATIONSHIP BETWEEN THE PARTIES

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

ARTICLE 11. REMEDIES

Violation or breach of contract by either party shall be grounds for termination of the agreement. Any increased costs arising from a party's default, breach of contract or violation of contract terms shall be paid by the defaulting party.

ARTICLE 12. AMENDMENTS

Any changes in the contract period, character, or agreement terms shall be enacted by a written amendment executed by both parties. Amendments must be executed during the contract period established in Article I.

ARTICLE 13. VENUE

This agreement is governed by the laws of the State of Texas.

ARTICLE 14. NOTICES

All notices to either party by the other party required under this agreement shall be delivered personally or sent by certified or U.S. Mail, postage prepaid, addressed to such party at the following respective physical addresses:

STATE: Texas Department of Transportation
ATTN: CTRMA Liaison
7901 N. IH-35
Austin, Texas 78753

CTRMA: Central Texas Regional Mobility Authority
ATTN: Director of Operations
3300 N. IH-35, Suite 300
Austin, Texas 78705

and shall be deemed to be received by the addressee on the date so delivered or so deposited in the mail, unless otherwise provided within. Either party hereto may change the above address by sending written notice of such change to the other.

ARTICLE 15. PUBLIC INFORMATION AND CONFIDENTIALITY

Except as may be necessary to comply with requirements of the Texas Public Information Act (the "TPIA"), no party shall disclose any information received from the other party under this agreement without the prior, express written consent of the party whose information is to be disclosed. Each party agrees to notify the other party no later than five (5) business days after a party receives a request for public information under the TPIA if that request seeks the disclosure of information provided by the other party under this agreement. The notice required by the preceding sentence shall include a copy of the request for public information received by the party providing the notice.

ARTICLE 16. COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, each party shall furnish the other party with satisfactory proof of this compliance. The parties shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

ARTICLE 17. PROHIBITION AGAINST VIDEOTAPING OF VIDEO FEED

The parties shall not copy nor duplicate, or allow to be copied, any of the video feeds that are provided by the other party in connection with this agreement without the prior written consent of the party providing the video feed.

ARTICLE 18. AUDITOR'S PROVISION

The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

CTRMA may conduct an audit or investigation of any entity receiving funds from CTRMA directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the CTRMA, under the direction of the CTRMA's Chief Financial Officer, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the CTRMA with access to any information the CTRMA considers relevant to the investigation or audit.

ARTICLE 19. SIGNATORY WARRANTY

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN TESTIMONY WHEREOF, TxDOT and the CTRMA have executed this agreement.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein, Executive Director

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Omar De Leon, P.E., Austin District Director of Operations

ATTACHMENT A

Descriptions and Specifications of Rights Granted

RIGHTS GRANTED	
By TxDOT	By CTRMA
<ol style="list-style-type: none"> 1. Provide Real Time Traffic Data consisting of speed, volume, travel time, occupancy, vehicle classification, road weather, incidents and events, and origin-destination from TxDOT deployed devices and other procured data services. 2. Provide Real Time Full-Motion streaming video from TxDOT deployed CCTV cameras. 3. Provide Real Time Message Status of TxDOT deployed DMS. 4. Provide Real Time Signal Status from TxDOT operated and maintained Traffic Signals. 5. Provide Real Time Incident, Events, Wrong Way Driving, and Other Safety Critical Transportation Related Alerts. 6. Right to use TxDOT ITS Software as a client at secure levels to be determined by TxDOT for all transportation related data. 7. Right to be configured as a Lonestar client to the TxDOT CCTV Control Software with privilege for camera selection and access to pan, tilt, zoom, and take snapshots to obtain transportation related information in accordance with the guidelines established by TxDOT. 8. Provide coordinated access and use, where feasible, to TxDOT unused infrastructure (ITS conduits, fiber optic strands, poles, and node cabinets), to support equipment needed to share ITS Data between TxDOT, CTRMA, and other regional agencies, provided it does not interfere with TxDOT equipment and business operations. 	<ol style="list-style-type: none"> 1. Provide Real Time Traffic Data consisting of speed, volume, travel time, occupancy, vehicle classification, road weather, incidents and events, and origin-destination from CTRMA deployed devices and other procured data services. 2. Provide Real Time Full-Motion streaming video from CTRMA deployed CCTV cameras. 3. Provide Real Time Message Status of CTRMA deployed DMS. 4. Provide Real Time Incident, Events, Wrong Way Driving, and Other Safety Critical Transportation Related Alerts. 5. Right to use CTRMA ITS Software as a client at secure levels to be determined by CTRMA for all transportation related data. 6. Right to be configured as a Lonestar client to the CTRMA CCTV Control Software with privilege for camera selection and access to pan, tilt, zoom, and take snapshots to obtain transportation related information in accordance with the guidelines established by CTRMA. 7. Provide coordinated access and use, where feasible, to CTRMA unused infrastructure (ITS conduits, fiber optic strands, poles, and node cabinets), to support equipment needed to share ITS Data between TxDOT, CTRMA, and other regional agencies, provided it does not interfere with CTRMA equipment and business operations.

PROVISION OF INFRASTRUCTURE	
By TxDOT	By CTRMA
<ol style="list-style-type: none"> 1. Operate, Maintain, and Upgrade, as needed, the communication and connection infrastructure previously established for ITS Data Sharing between TxDOT and CTRMA. 2. Retain ownership of TMC hardware, software, ITS data, and communications provided by TxDOT. 3. TxDOT is responsible for all cost of TxDOT materials, operation, and maintenance. 	<ol style="list-style-type: none"> 1. Operate, Maintain, and Upgrade, as needed, the communication and connection infrastructure previously established for ITS Data Sharing between TxDOT and CTRMA. 2. Retain ownership of TMC hardware, software, ITS Data, and communications provided by CTRMA. 3. CTRMA is responsible for all cost of CTRMA materials, operation, and maintenance.

NON-MONETARY COMPENSATION	
By TxDOT	By CTRMA
<ol style="list-style-type: none"> 1. None 	<ol style="list-style-type: none"> 1. None.

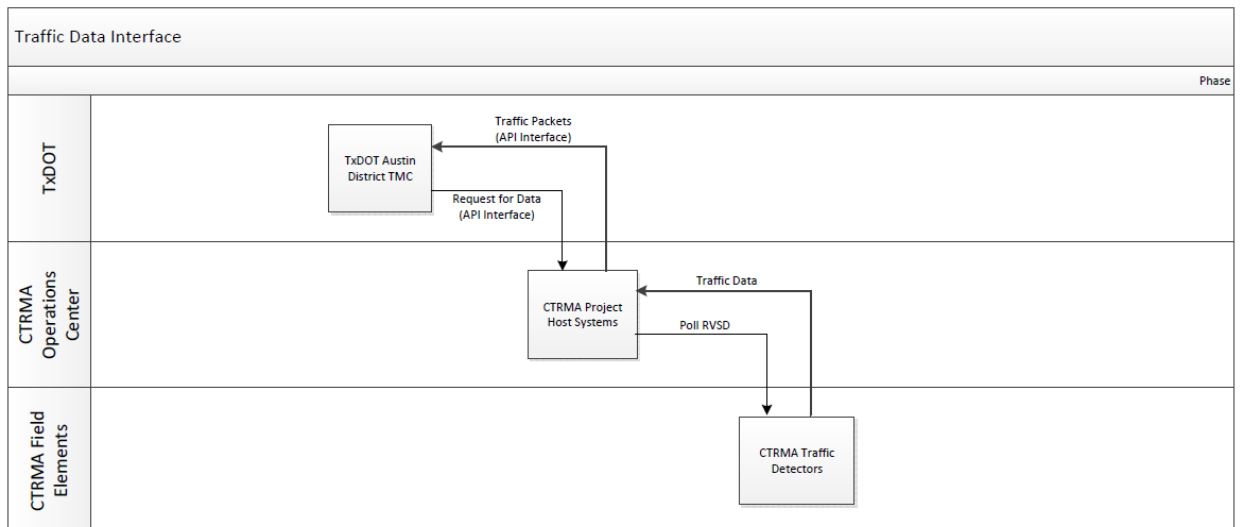
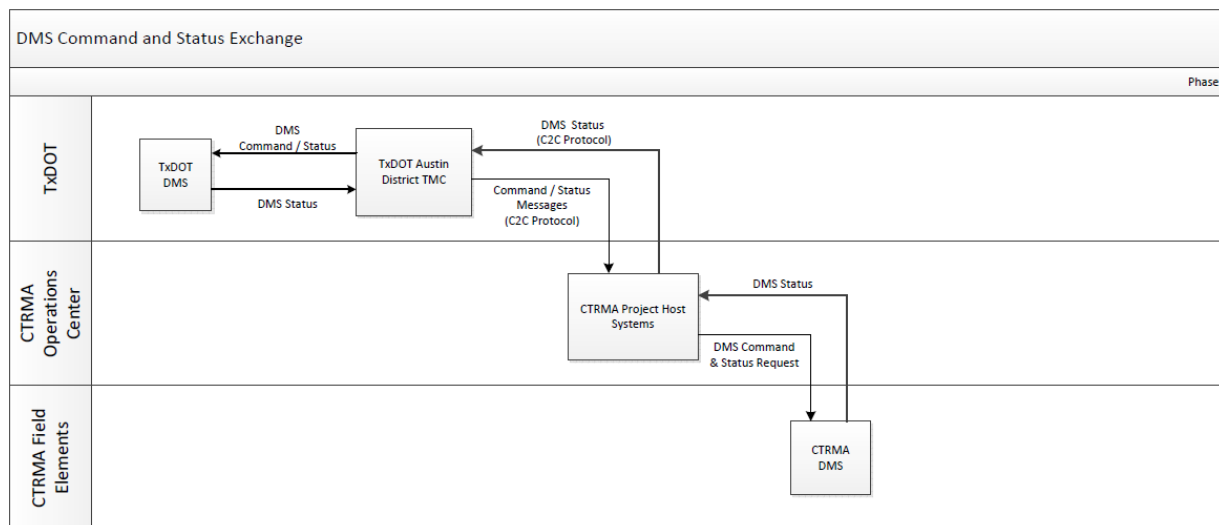
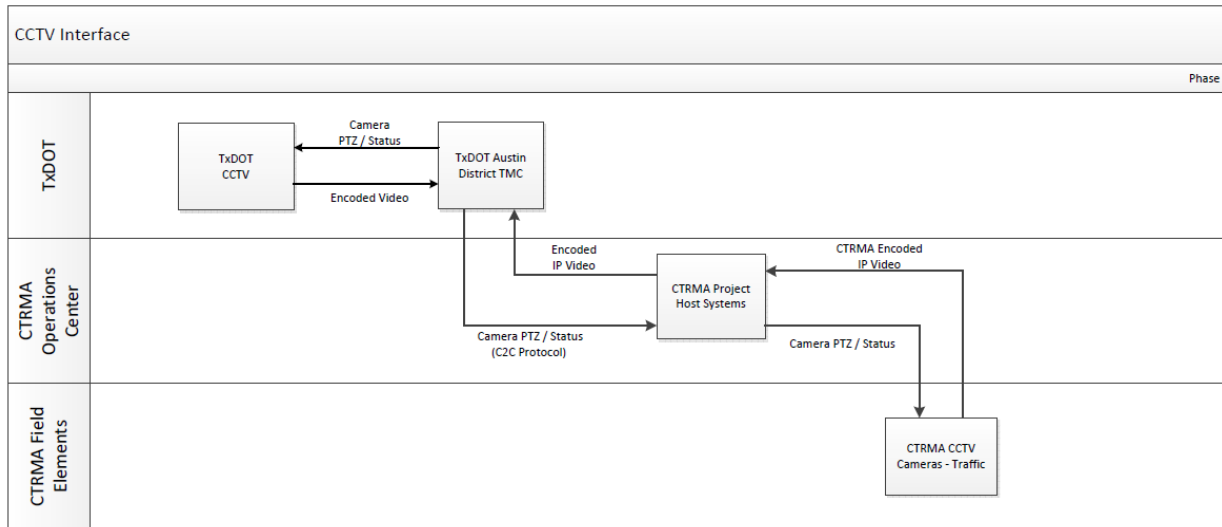
ATTACHMENT B**Guidelines for Use of State Equipment and Infrastructure**

(Applicable to Rights Granted in Attachment A)

ITS FIELD EQUIPMENT: Closed Circuit Television (CCTV) Cameras; Dynamic Message Sign (DMS); Highway Advisory Radio (HAR) System; Lane Control Signal (LCS) System

1. During periods of peak traffic flow, access shall normally be limited to the owning party. Peak traffic flow is normally considered to exist regularly during two periods of the day, Monday through Friday. In general, one period of peak traffic flow exists in the early morning and the other period of peak traffic flow exists in the late afternoon. Additional periods of peak traffic flow may exist at other times during the weekday and weekend due to special events and public gatherings. Precise times of regular and additional anticipated peak periods of traffic flow shall be the sole determination of the owning party and may change from time to time.
2. During an incident, access shall normally be limited to the owning party and local emergency service agencies. An incident is defined as any condition in which traffic flow is not normal. As an example, abnormal traffic flow could be caused by debris in the road, such as a mattress or board, or could be caused by non-recurring congestion, such as on-lookers to an automobile accident, public gathering, construction, or roadway maintenance. The duration of the incident shall be considered complete once the party's and/or emergency service personnel and vehicles have departed from the incident scene and traffic flow has returned to normal.
3. During periods described above in which the party's normal daily operations have ceased or local emergency service agencies do not operate, access to the party's equipment shall be limited to the following:
 - CCTV – pan, tilt, and zoom controls shall be limited to obtaining broad general traffic information. Panning, tilting, or zooming to obtain visual detailed information of an incident scene or traffic flow is limited to the owning party and emergency service agencies at all times.
 - DMS and HAR – messages shall be limited to a pre-approved library and schedule of broad general traffic information. Removal of existing messages and posting of new messages shall require approval by the owning party or emergency personnel, and be limited to pre-approved library and hierarchy rules for control.
 - LCS – indicators will be turned off. If an incident requires activation of LCS, owning party or emergency personnel must be contacted for direction.
4. During all other periods, not described above, access shall be limited to obtaining and providing transportation-related information only.
 - CCTV pan, tilt, and zoom for enforcement and any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of pan, tilt, and zoom.
 - Changes to DMS, HAR or LCS settings for any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of DMS, LCS or HAR control.
5. Access to ITS field equipment may be withdrawn at any time by the owning party without notice if access is determined to not be in the best interest of the party.

ATTACHMENT C Connectivity Diagram



PROPOSED NETWORK CONNECTIVITY

**TOD - TxDOT - CTRMA Network Interfaces
For
Center to Center (C2C)**

Interface between TxDOT and CTRMA

Schneider Electric (November 11th, 2014)
Revision 3B

NOTES:

1. CTRMA to Provided ALL GBIC SFP and all SM Jumper required to connect CTRMA to TOD's Point of Interface.
2. All Cross-Connects necessary to establish continuity over TOD fiber assigned to CTRMA to be provided, installed and maintained by TOD.

(A) - Two Dedicated Fibers

(B) - Four Dedicated Fibers

3. All Equipment, Cables and Power required for establishing connection to TxDOT's ITS network to be provided, installed and maintained by TxDOT.
4. All Equipment, Cables and Power required to establish connection to CTRMA's network to be provided, installed and maintained by CTRMA.

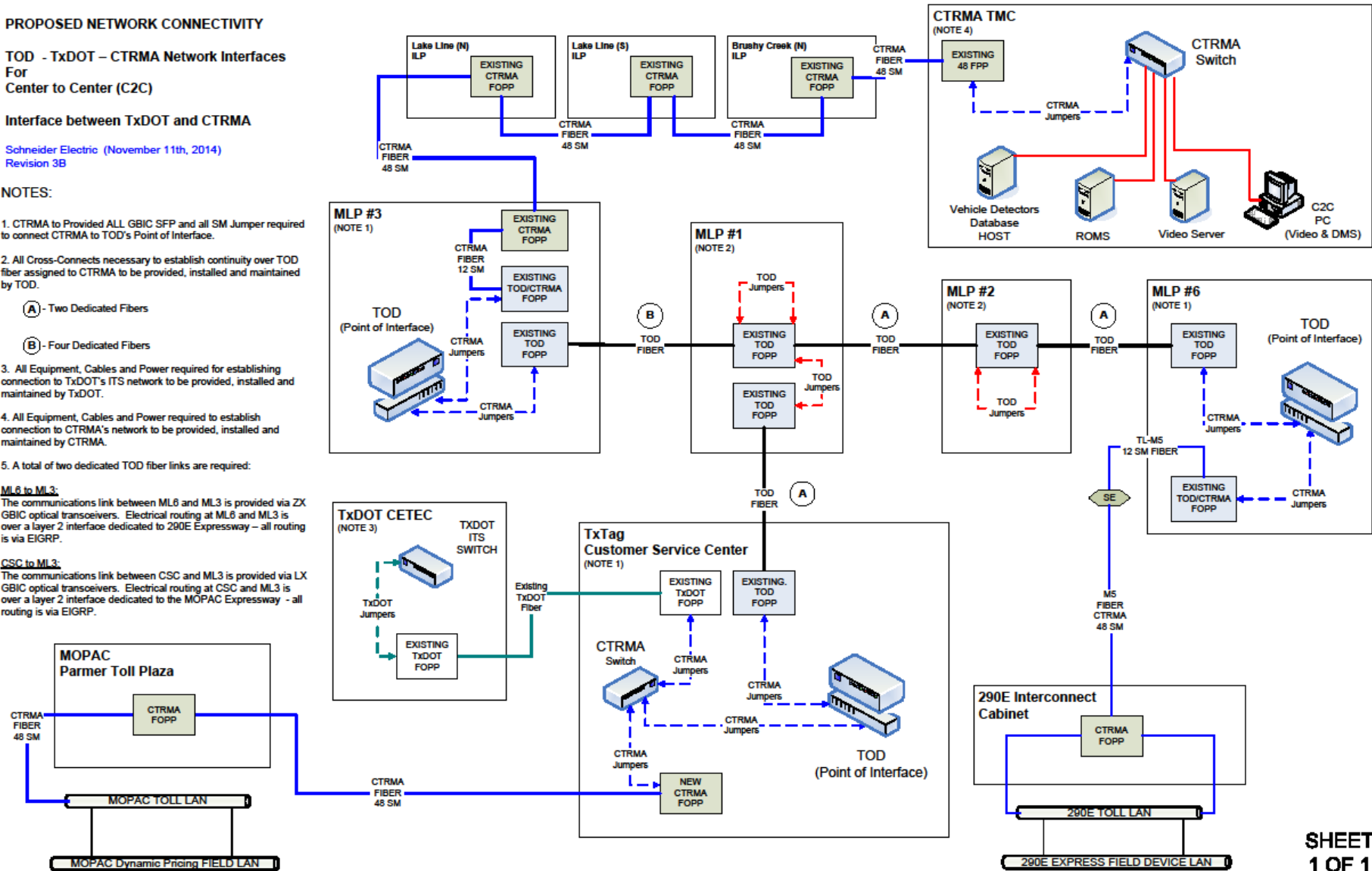
5. A total of two dedicated TOD fiber links are required:

ML6 to ML3:

The communications link between ML6 and ML3 is provided via ZX GBIC optical transceivers. Electrical routing at ML6 and ML3 is over a layer 2 interface dedicated to 290E Expressway - all routing is via EIGRP.

CSC to ML3:

The communications link between CSC and ML3 is provided via LX GBIC optical transceivers. Electrical routing at CSC and ML3 is over a layer 2 interface dedicated to the MOPAC Expressway - all routing is via EIGRP.



**SHEET
1 OF 1**

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

RESOLUTION NO. 20-077

**APPROVING AMENDMENT NO. 1 TO THE FIRST MENDED AND RESTATED
MAINTENACE SERVICES CONTRACT WITH KAPSCH TRAFFICCOM USA, INC.**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Maintenance Services Contract (Maintenance Services Contract) with Kapsch TrafficCom USA, Inc. (Kapsch); and

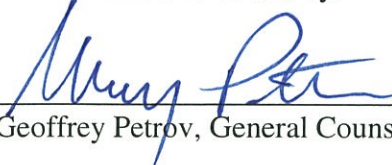
WHEREAS, the Executive Director and Kapsch have negotiated proposed Amendment No. 1 to the Maintenance Services Contract to modify the hours of Kapsch staff present at the Mobility Authority's Traffic and Incident Management Center; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 1 to Maintenance Services Contract with Kapsch in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to finalize and execute Amendment No. 1 to the Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc. in the form or substantially the same form attached hereto as Exhibit A.

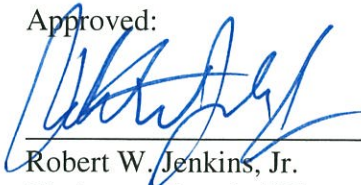
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**AMENDMENT NO 1 TO THE FIRST AMENDED AND RESTATED
MAINTENANCE SERVICES CONTRACT FOR
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL COLLECTION SYSTEM**

THIS AMENDMENT TO THE FIRST AMENDED AND RESTATED MAINTENANCE SERVICES CONTRACT is made to be effective as of the 1st day of November , 2020, (the “Effective Date”) by and between the Central Texas Regional Mobility Authority (“the Authority” or “CTRMA”), a political subdivision of the State of Texas, and Kapsch TrafficComm USA, Inc. (“Contractor” or “Kapsch”) with offices located at 8201 Greensboro Drive, Suite 1002, McLean, Virginia 22102002, McLean, VA 22102.

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority approved an Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc. (“Maintenance Services Contract”); and

WHEREAS, the Authority and Kapsch wish to further amend the Maintenance Services Contract as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CTRMA and the Contractor hereby agree as follows:

Section M3.01 of the Scope of Work Summary is amended to read:

The TSI shall staff the TIM Center during peak hours, five (5) days a week excluding holidays in accordance with the Work Breakdown Structure and Staffing Plan (Exhibit B). In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Section A3.2 ELCC Supervisors and Operators is amended as follows:

In addition to an ELCC Shift Supervisor, there shall be a minimum of two (2) full-time equivalent ELCC Operators covering two 8-hour shifts, one in the morning and one in the afternoon, five (5) days per week. The specific hours will be negotiated by Mobility Authority and Kapsch staff to ensure that TIM Center operations are sufficiently monitored.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Maintenance Services Contract as of the date first above written.

“CTRMA”:
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____
Mike Heiligenstein, Executive Director

“Contractor”:
KAPSCH TRAFFICOM USA, INC.

By: _____
Name: Peter Aczel
VP & General Manager, Delivery &
Title: Operations, Central Region

ATTACHMENTS:
Attachment M-1 Scope of Work

INSERT ATTACHMENT M-1
SCOPE OF WORK
(Revised 10/27/2020)

TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

SCOPE OF WORK

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

SCOPE OF WORK

M1.0 General

M1.01. Background

The Central Texas Regional Mobility Authority (CTRMA) designated the US183-A Turnpike Project as the first priority for implementation in conjunction with the TxDOT plans for development of the Central Texas Turnpike Project (CTTP). Subsequent to the implementation of the design/build process for the US183-A Turnpike Project, the Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities as part of the CTRMA Turnpike System. Several of the toll road segments are in various stages of project development, in design or construction by TxDOT, and it is intended that these proposed segments as identified in *Attachment D* also will be implemented by the CTRMA as parts of its Turnpike System. The Toll Collection System for the various segments of the CTRMA Turnpike System as shown in *Attachment D* includes various combinations of Electronic Toll Collection (ETC), and Express ETC.

M1.02. Summary Scope of Work

The Contractor shall maintain the portions of the Toll Collection System that have received Acceptance as they come on line until Project Acceptance at which time the entire CTRMA Toll Collection System shall be under the Maintenance Services Agreement (“the Maintenance Contract”). For the purpose of scoping the work and the fee structure, the two phases of the Project are considered separate.

M2.0 Scope of Work Elements

M2.01. Scope of Work

The Contractor’s responsibilities shall include preventive, predictive, corrective and emergency maintenance of the entire CTRMA Toll Collection System.

1. Lane Systems

- In-lane Toll Collection System Software
- Lane Controllers
- AVI System
- AVC System
- VES Equipment and Computers
- Equipment in road-side cabinets

2. Plaza System

- Toll Collection System Software
- Plaza Computer Systems (Operating System, Database, Disks, etc.)
- Plaza Workstations
- Emergency Generators
- UPS
- Communications Equipment

3. Host System

- Toll Collection System Software including MOMS and Security Access Software
- Host Computer Systems (Operating System, Database, Tape Library, Disks etc.)
- Security Access System
- Communications Equipment
- Host Workstations
- Host Printers and other Toll Collection Equipment

M3.0 MoPac Express Lane Operations and Staffing

The following overview outlines the basic concept of the MoPac Operations, Image Review and Maintenance and Support of the MoPac Express Lanes Project (Express Lanes). Once the project is in revenue collection The Express Lanes are Intended to serve as a reliable north-south travel option along MoPac from Parmer Lane to Lady Bird Lake.

This Scope of Work includes the services, provided by Kapsch TrafficCom USA, Inc. (formerly known as Schneider Electric) as the Tolls Systems Integrator (TSI), associated with maintenance and operation of the MoPac Managed Lanes project which Includes the Express Lanes Command Center (ELCC), Image Review, Trip Building and monitoring and maintenance of the Express Lanes. The TSI is responsible for the operation and maintenance of the variable tolling system (Toll System) and related Intelligent Transportation Systems in

support of the Toll Management System (TMS) described in Toll System and Toll-related ITS Design, Installation, and Testing, Work Authorization 10 (WA#10). The TMS components include, but not limited to closed circuit television (CCTV) cameras, traffic detection system (TDS), variable toll message signs (VTMS), VTMS cameras and VTMS Automatic Vehicle Identification (AVI) equipment. The TSI shall meet the Service Level Agreements and Key Performance Indicators provided in Exhibit 5-1: Service level Agreements and Key Performance Indicators within WA#10. For Maintenance, the TSI's duties, Responsibilities and Liabilities in regard to Performance Measurements are contained within the Maintenance Contract, executed March 3, 2007; Sections 7 Contractor Representations and Warranties and 10.0 Performance Measurement.

The Express Lanes will be in operation and collecting tolls 24 hours a day, 7 days a week, 365 days a year based on current approved business rules, with the exception of limited periodic maintenance intervals.

The Mobility Authority will be responsible for operations of the EXPRESS LANES.

M3.01. Scope of Work Summary

This Scope of Work covers two tasks outlined below:

Task 1 – Operations: Manage and operate the Express Lanes Command Center (ELCC) located at 104 North Lynnwood Trail, Cedar Park, Texas 78613, for the purposes of monitoring, supporting Austin Public Safety staff in returning the Express Lanes to normal operational flow, image review and trip building. The term of the Operations Contract shall be for an initial period of one (1) year (the “Initial Term”), commencing on the Effective Date of Day One of Toll Revenue Collection. The Initial Term shall be extended automatically for successive periods of one (1) year each unless and until terminated otherwise. The Operations Contract may be terminated by either party upon the expiration of the Initial Term or any subsequent one-year extension of this Operations Contract, provided that at least ninety (90) days’ written notice is given to the other party prior to the expiration of the Initial Term and any additional subsequent terms.

Task 2 – Maintenance: Provide monitoring, operations and maintenance support for roadside and Intelligent Transportation (ITS) Equipment identified in WA #10, Exhibit A; Section A3.04, to monitor and validate the accurate operations of the Express Lanes, the Project Host and the Toll System

M3.01.01. Task 1 - Operations

- The TSI shall staff the TIM Center during peak hours, five (5) days a week excluding holidays in accordance with the Work Breakdown Structure and Staffing Plan (Exhibit B). In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

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- This task consists of work necessary to provide on-site monitoring of the ELCC and the systems, variable pricing engine, toll rates, performance of manual tasks necessary for the system's effective operation, and the operations of the ELCC.
- TSI shall provide on-site monitoring and traffic control device operation. TSI shall provide the required level of personnel necessary to cover shifts. Shifts can be split or modified, as long as the appropriate staffing levels are maintained
- TSI shall provide continuous monitoring of the variable pricing engine results, participate and lead toll rate discussions, provide tuning and configuration updates to the parameters required to meet the CTRMA goals.
- TSI shall provide on-site monitoring of closed-circuit television, police radio channels, public safety computer-aided dispatch terminals, Internet-based information sources and software programs
- The EXPRESS LANES will be operated with variable pricing. Operators will strive to maintain reliable travel conditions through the use of variable tolls, established to proactively monitor demand on the facility. Reliable travel conditions are defined as Level of Service (LoS) C or better, with average speeds of 53 mph or higher.
- EXPRESS LANES operations will be monitored, and pricing may be adjusted manually if necessary, to achieve the desired effect on traffic. However, it is the intent the system will operate in an automated manner, to the extent possible, under normal traffic conditions. Traffic sensors will be used to monitor continuously the operating conditions of the EXPRESS LANES and a variable toll rate will be calculated to manage demand, in order to maintain an acceptable LoS.

Operations Staffing

TSI shall provide the services including, but not limited to, management, administrative and technical aspects of the Operations Contract. All activities are required to be tracked, meeting minutes produced, and coordination activities documented.

TSI shall provide CTRMA with Operations Manager for the life of the Contract, as well as an Operations Supervisor for the Operations staff. Any changes to the TSI Operations Manager or any of the other indicated personnel in this Contract shall be subject to review and approval by CTRMA in writing. The hiring and training timeline of these personnel is referenced in the Work Breakdown Structure and Staffing Plan (Attachment A)

A3.2 ELCC Supervisor and Operators

TSI shall provide the names and resumes for all management positions. TSI shall provide the names for all non-management positions. Operations staff classifications will include the following TSI positions, as a minimum:

1. ELCC Shift Supervisor
2. ELCC Operators (2)

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In addition to an ELCC Shift Supervisor, there shall be a minimum of two (2) full-time equivalent ELCC Operators covering two 8-hour shifts, one in the morning and one in the afternoon, five (5) days per week. The specific hours will be negotiated by Mobility Authority and Kapsch staff to ensure that TIM Center operations are sufficiently monitored-

Purpose

The primary purpose of the Operations Staffing is to provide a weekday AM and PM peak staff to operate the EXPRESS LANES, which includes:

1. Monitor, direct, and administer the personnel designated to operate and support the Tolling, TMS, and Managed Lanes system.
2. Perform traffic incident detection and verification using the TMS and available tools.
3. Provide reporting and announcement of roadwork, incidents and events.
4. Support the CTECC by reporting incidents when detected, as well as support First Responders in incident management and recovery.
5. Coordinate operations & roadwork information with various partner agencies.
6. Provide training of staff and updates of procedures to facilitate the improvement of operations and day-to-day interaction.
7. Provide support during emergencies, storms, and other significant events.
8. Support the development of continuous improvement processes through performance measures and self-assessments.
9. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the work in accordance with project documents.

Duties

- The duties for Task 1 consist of all work necessary to manage all of the Personnel included, but not limited to, general oversight of ELCC operators, Quality Assurance and Quality Control, operational assistance during emergencies; weather-related storms, and other significant events as well as general contract administration. It also includes participation in meetings by the TSI.
- TSI personnel shall be scheduled to work Monday through Friday from 5:30am – 8:00pm. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Sub-Task Descriptions for Task 1 - Operations:

- a. TSI shall employ, train, supervise, and schedule ELCC operators. The hiring and training timeline of these personnel is referenced in Exhibit B, MoPac Staffing Plan. This shall include accommodating vacations, sick leave, and

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other absences of CTRMA Operations personnel by providing adequate training and supervision of relief operators, and on-call personnel.

- b. TSI Operations personnel shall be responsible for issuing a work order for equipment repair and helping to establish priorities for repair of failed equipment shall also be considered part of this task.
- c. TSI shall attend regular meetings with CTRMA to cooperatively identify and prioritize work to be performed.
- d. TSI shall maintain records and documentation as directed to support the overall operations of the ELCC and provide data for documenting performance measures and progress.
- e. TSI shall participate in post-incident debriefings with all appropriate Agencies involved in managing such major traffic incident, to determine whether existing operating procedures should be changed.
- f. TSI personnel assigned to this task shall be available to respond to electronic notifications within one hour during off-duty hours to provide assistance as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures.
- g. TSI shall provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including planned and unplanned staff absences, emergencies, storms, and other significant events.
- h. TSI shall prepare and submit monthly invoices and progress reports in accordance with applicable CTRMA requirements. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letters, and any other official project related correspondences, as well as hiring of staff and or other personnel related duties. The Clerical/Administrative support staff are not expected to have ELCC-related activities as a full-time task nor are they to be based at the TIMC.
- i. During peak periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by CTRMA. If CTRMA deems additional TSI personnel are necessary to operate the expanded functions of the MoPac project, the TSI shall provide extra staff (provided a minimum of four-hour notice is provided) for the short-term. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift. If CTRMA determines the additional ELCC staff will be a permanent position requirement, the staffing level shall be adjusted via supplemental agreement. Additional pricing estimates shall be provided upon request.

- j. TSI shall participate in the monitoring of traffic incidents by issuing appropriate notifications to the CTECC and activating motorist information resources from the ELCC during the previously given hours of operation. All other times the CTECC will be monitoring for incidents. Problems encountered with any of the systems must be reported immediately to the appropriate systems support personnel as described in the Standard Operating Procedures. TSI shall update social media as defined in the Standard Operating Procedures on behalf of the CTRMA.
- k. TSI shall provide coordinated monitoring of incidents with CTRMA and outside agency personnel. Incident monitoring shall be performed in accordance with the Standard Operating Procedures.
- l. TSI shall answer phone inquiries and coordinate incident-related activities with operational partners and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate CTRMA Personnel.
- m. TSI shall perform Trip verification activities, inspection of queued images within 48 hours to verify posting of toll rates and charges for trips.
- n. TSI shall perform Trip verification activities, including visual inspection and verification of toll charges for Trips within 72 hours as described in the Image Review Operational Procedures.
- o. TSI will provide Image Reviewed plates for trip building purpose and image-based tolling that will be sent directly to Image Billing vendor as described in the Image Review Operational Procedures.

M3.01.02. Task 2 - Maintenance

- TSI shall provide monitoring, support and maintenance for all items installed and integrated as part of the MIP. These items include, but not limited to items identified in WA #10, Exhibit A, Appendix F and Exhibit H: four (4) gantry locations for toll system installation, Variable toll message signs (VTMS) and VTMS cameras, traffic detection systems, CCTV cameras, Project Host, servers, generators, uninterruptable power supplies, toll collection equipment, cameras, switches, cabling, Violation Enforcement System, software and configuration items for Automatic Vehicle Identification, Automatic Vehicle Detection System, Image Capture and Processing System, Digital Video Audit System.
- TSI shall ensure the MoPac Express Lanes system meets the Service Level Agreements and Key Performance Indicators identified and agreed to in Work Authorization #10, Section 5 Performance Requirements.

Sub-Task Descriptions for Task 2 – Maintenance:

- a. Four toll collection points are defined on the MoPac Expressway. TSI will be responsible for maintaining the entirety of the Express Lanes, including all components provided directly by the system integration contract with Kapsch TrafficCom.
- b. On-site monitoring of traffic control device operation, managed lanes, and variable message sign system of the systems includes monitoring of and dialog with, but not limited to:
 - i. The relevant software program and the associated/related field equipment; and
 - ii. The software computer programs that allow operators to create/activate/deactivate messages on variable message signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

M3.02. Contract Support

This task covers work by TSI to update Standard Operating Procedure manuals for use in day-to-day operations and to provide necessary training. CTRMA shall review and approve proposed training procedures. TSI shall provide materials to CTRMA documenting the training of personnel. This task also includes proactively assisting CTRMA in minimizing the impact of construction, maintenance, and other activities on the motoring public.

5.1 Sub-Task Descriptions for Support Task:

- a. TSI shall work with CTRMA to develop and update the Standard Operating Procedures (SOP) Manuals for use. Due to the nature of operations, this shall be an ongoing task that will take place at any time an SOP needs to be updated. TSI shall, at a minimum, review all SOPs on a semi-annual basis and provide CTRMA with recommendations for changes to address current operational conditions.
- b. TSI shall provide training to new operations personnel and in-service training to existing staff. The training shall be based on the current CTRMA SOP manuals. Training shall be provided on an as-needed basis as TSI staff is transitioned into the project; when new or significant changes are applied to SOPs or software programs; or when individual operator performance indicates the need for remedial training. Training shall include formal classroom style exercises and hands-on training. The training shall provide for knowledge checks to ensure they are competent prior to their being assigned to the operations tasks. Training shall also include side-by-side mentoring in

the form of assignment to the operations tasks for at least one week under the supervision of a Supervisor. This applies to both new operators and operators for whom remedial training is required.

- c. In order to keep the staff current with their abilities, TSI shall conduct “in-service” training to all staff. This shall be in the form of written exercises, or other CTRMA approved methods, and shall take place at least once per month.
- d. Maintenance Personnel and other entities with approved, planned lane closures on State Highways will send information to the TMC describing the details of the activities and lane closures in advance of the closure. TSI personnel will enter this information into the TMS software, prepare DMS plans for the work, and forward non-maintenance work and DMS plan information to appropriate CTRMA personnel, in accordance with Standard Operating Procedures.
- e. On a daily basis, TSI personnel shall review systematically the roadwork information received at the ELCC and identify those locations competing needs for lane closures exist. TSI personnel shall notify the appropriate parties when a conflict is identified. It will be the responsibility of the competing parties to resolve the conflict.
- f. On a daily basis, and in accordance with Standard Operating Procedures, TSI personnel shall prepare and distribute a summary report of the scheduled roadwork and send roadwork notifications to CTRMA personnel.

M3.03. PERFORMANCE MANAGEMENT

TSI shall carry out all Work in accordance with the Project Schedule and in a prompt, skillful and careful manner, using qualified personnel and in accordance with the “Standard of Care” defined as that level of care and skill ordinarily exercised by other employees currently practicing in the same locality under similar conditions. Employees shall perform the Work in a manner that is coordinated with contractor activities on the Project, and in accordance with the terms and conditions of this Work Authorization and the Agreement.

TSI will ensure that operators are compliant with established corporate policy regarding performance evaluation, training, and mentoring. Performance reviews and improvement will also be in accordance with established corporate guidelines.

M3.04. Staffing Management

TSI shall ensure employees meet the following minimum requirements:

- 1) Current driver license or Texas Identification (ID) card in accordance with the Texas Statutes.
- 2) Minimum age of eighteen (18) years old.
- 3) Proof of education, certifications, diploma(s), degree(s), professional affiliation(s).
- 4) Document the minimum of the last five (5) employment positions unless having worked less after graduating high school or college.

TSI shall conduct reference checks on all TSI personnel proposed to be used on/during this Contract and will keep all reference records on file and available to CTRMA for the Contract period.

TSI, during the Contract period, shall, prior to hiring, have resumes of all proposed staff and all new hires along with copies of Driver's Licenses or State of Texas issued ID on file for CTRMA review.

M4.0 Maintenance Plan

The Contractor shall create a Maintenance Plan that covers all aspects of the CTRMA Toll Collection System pertinent to the Scope of Work.

The Maintenance Plan will be updated periodically by mutual agreement of the parties as they deem reasonably necessary.

M4.01. Coverage

The Contractor will provide maintenance services on a seven (7) day a week/twenty-four (24) hours a day basis with the following response and repair times depending on severity of incident, except where otherwise specified in an approved roadway maintenance manual.

- A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.
- Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.
- A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.

For purposes of the above, response time is defined as the period beginning when the Contractor is notified of a problem and ending when the Contractor's maintenance

technician creates a ticket. Repair time is defined as the period beginning when the Contractor's ticket is acknowledged and ending when the fault is corrected. Response and repair time for every maintenance event will be recorded and made available to the CTRMA.

For all remote Express Toll Locations on the State Highway System, the Contractor shall work with CTRMA in scheduling and coordinating any maintenance, adjustments, and repair activities involving active traffic lanes for setting up the lane and accessing the equipment in the lane. All maintenance, adjustments, and repair activities within State highways will be subject to the review and approval by TxDOT and the CTRMA.

M4.02. Notification Procedures

The Contractor may be notified of Toll Collection System malfunctions, problems, and discrepancies in several different ways. There can be verbal notification from a CTRMA employee, written notification from an authorized CTRMA employee, verbal notification from CSC/VPC staff, and MOMS messages from the MOMS or other MOMS notification system (i.e., automatic paging, etc.).

In all cases, it shall be the responsibility of the Contractor to log all reported problems with all pertinent information concerning the problem into MOMS. After receiving notification, the Contractor shall confirm the problem directly with the reporting individual or other CTRMA personnel at the location of the problem. The Contractor shall then dispatch the appropriate maintenance personnel to resolve the problem.

M4.02.01. Verbal Notification

Verbal notification of a maintenance call shall be defined as in-person, telephone, or pager call, and subsequent return telephone call by the Contractor. In all cases, the first conversation with or page of the Contractor shall signify the start of response time for purposes of measuring the Contractor's response time.

M4.02.02. Written Notification

Written notification shall be defined as a written description of a problem, typically provided by the CTRMA or the VPC.

M4.02.03. MOMS Notification

MOMS notification shall consist of the MOMS software identifying a problem with the system. MOMS message information shall be provided in the maintenance reports, as described elsewhere in this document.

M5.0 Spare Parts

Spare parts prior to Project Acceptance will be procured through the Toll Collection System Contract. Notwithstanding anything to the contrary in this specification, the Contractor shall purchase on behalf of the CTRMA (and at the CTRMA's expense) an initial stock of spare parts and equipment for the Toll Collection System at such time as the CTRMA and the Contractor shall mutually agree at the cost of such spare parts and equipment without any 10% mark-up.

M5.01. Procurement

The Contractor shall purchase all spares on behalf of the CTRMA in a manner to ensure that the CTRMA obtains the benefit of all warranties associated with such spares. The cost of the spare parts shall not include any mark up and shall be agreed to prior to the Effective Date. The Contractor shall maintain and track the inventory of all spares and consumables for the CTRMA using the MOMS and shall provide the CTRMA with a list itemizing all spares and consumables in the CTRMA's inventory as reasonably requested, but not more frequently than once a month. All of the CTRMA's spares and consumables shall be maintained by the Contractor free and clear of all liens and encumbrances of any kind whatsoever at locations to be agreed upon between the CTRMA and the Contractor. The CTRMA shall have the right to inspect the spares and consumables inventory during normal business hours and shall give the Contractor written notice any time the CTRMA removes any of its spares or consumables.

M5.02. Inventory Management

The Contractor's performance of the Maintenance Services is predicated on there being an adequate spares inventory available. The Contractor shall provide no less frequently than annually a list of recommended spares quantities, and it is the CTRMA's responsibility to approve the purchase of the spares to be made. The CTRMA will hold harmless the Contractor in the event spares are not available as a consequence of the CTRMA's not accepting the Contractor's recommended quantity of spares. The Contractor shall hold harmless the CTRMA in the event spares and/or consumables are not available as a consequence of the Contractor's failure to purchase the spares and/or consumables ordered by the CTRMA.

The Contractor shall be responsible for providing all miscellaneous repair parts and materials costing less than \$20 per item, at its own expense, which shall include, but not be limited to, fuses, touch-up paint, screws and nuts, wire, connectors, cables, labels, and insulating tape, as required, to comply with the requirements of these specifications. The Contractor will provide normal shop consumables (e.g., solder, lubricants, cleaning rags, etc.) and spares costing less than \$20 per item, excluding toll system consumables (e.g., magnetic media, batteries, receipt printer paper, light bulbs, etc.), at no additional cost to the CTRMA.

The Contractor shall cooperate with and assist the CTRMA as reasonably necessary to ensure that all spare parts, equipment and other CTRMA owned property stored or otherwise located on the Contractor's leased property shall not be subject to any risk of being confiscated, claimed, attached, or withheld by the Contractor's landlord, any of the Contractor's creditors or any similar risk. This cooperation shall include, but not be limited to, affixing appropriate labeling to all such property. The Contractor's Maintenance Facility and/or any location where CTRMA equipment is stored shall be secured and connected to the Security Access System. It is also recommended that the Contractor's Maintenance Facility be part of the CTRMA network and all Contractor access to the CTRMA System be made through this network. It is the Contractor's responsibility to ensure that the Contractor Maintenance Staff have access to the MOMS and all the required connections are established.

M6.0 Staffing

As of the Effective Date, the Contractor shall have the following full-time personnel situated in Austin. Changes in the scope of work, including, but not limited, to the addition or subtraction of lanes and/or equipment may cause changes in the staffing levels.

- Maintenance Manager (who shall be responsible for overseeing the performance of the Service)
- Maintenance Technicians
- Network/System Engineer (can be remote)

An office housing the administrative functions and the central repair depot (including the spares warehouse) will be located in the Austin metropolitan area.

A senior employee of the Contractor shall be identified with overall responsibility for overseeing the performance of the Maintenance Contract and managing the Maintenance Services.

The Contractor shall ensure that the field maintenance team has technical support in the areas of radio frequency, hardware, systems, communications and software.

M7.0 Personnel Training

The Contractor's field technicians shall have completed training courses, as evidenced by the resumes provided by the Contractor to the CTRMA, prior to being assigned to work on the CTRMA Toll Collection System. The Contractor shall provide for any necessary supplemental training of all maintenance technicians for the Toll Collection System, which shall be scheduled such that it will be completed no later than one (1) week prior to field installation of the any new lane configurations. The training shall consist of a minimum of two (2) weeks of both hands-on classroom instruction and on-the-job training.

M7.01. Staff Assignments

Maintenance staff shall be part of the Contractor's field installation team to obtain first-hand experience with the equipment.

The Contractor's Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out. The Contractor's Technicians, because of experience at the bench level, shall also be trained to repair equipment at the component level as needed.

M7.02. Training Materials

Training materials shall consist of maintenance manuals, vendor manuals and other documentation that may be provided by the Contractor or by the CTRMA, as well as classroom training materials to be developed by the Contractor.

M7.03. Training Program

The content of the training course shall contain but not be limited to the following:

- Use of maintenance documentation such as maintenance manuals, drawings, parts lists and vendor manuals
- A maintenance program showing personnel assignments, transportation requirements and communications
- Systems overview
- Theory, use, preventive maintenance, troubleshooting, diagnostics, repair and testing of the lane to plaza to host interaction ("System"), lane to plaza interaction ("Sub-system"), and repairs to equipment or components (assembly/ sub-assembly/ component), and lane operations
- System preventive maintenance at the host, plaza and lane levels, including schedules
- Maintenance facilities (including equipment)
- Corrective and emergency maintenance procedures (troubleshooting, diagnostics, repair, testing and post-maintenance)
- Spare parts and spare equipment provisioning
- Use of maintenance tools
- Response times, expected repair times
- Maintenance facility procedures
- Maintenance forms and maintenance reports

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The Contractor's Maintenance Manager shall attend the training course with the Maintenance Technicians and the CTRMA staff shall also attend the training. The Contractor shall establish procedures for training new-hire or replacement personnel and shall provide refresher training for the existing maintenance force. New hire or replacement personnel shall receive the same hands-on classroom and on-the-job training as specified in this section before being assigned official maintenance duties.

The Contractor shall keep training records on all maintenance personnel. The CTRMA shall be allowed to audit maintenance personnel qualifications and training records at any time during this Contract.

The Contractor shall supply training procedures for maintenance personnel for CTRMA approval not less than 60 days prior to the training start date.

M8.0 Safety

The Contractor shall adhere to the CTRMA's safety procedures set forth in the Maintenance Plan.

M9.0 Reporting Requirements

The CTRMA and its Representatives shall always have access to all service records.

M9.01. Field/Shop Maintenance Records

The Contractor shall maintain current and accurate records for all field and shop maintenance work. The Contractor shall prepare a service report every time service is performed for corrective or emergency work and such information shall be entered MOMS. The report shall include, but not be limited to notification time, notification procedure (verbal, written, or MOMS), plaza ID and lane number (if in-lane equipment) or equipment location, toll collector's ID number (if a collector is in the lane), equipment description, work or service performed, reported fault, parts used and the time the service was started and completed. One copy of all service reports and records shall be forwarded to the CTRMA once every month. All preventive and predictive maintenance activities shall be reported in the same manner as corrective and emergency maintenance work.

M9.02. Summary Reports

Monthly maintenance summary reports shall be prepared and submitted to the CTRMA. These reports shall include, but not be limited to, average repair times, failure statistics, spare parts and spare equipment used, spare parts and spare equipment disposition (i.e. returned to manufacturer for repair, in maintenance shop for repair, etc.), total down time of the equipment and other summary information for all classes of equipment.

M10.0 System Documentation

The Contractor shall maintain one full set of all Toll Collection System documentation including, but not limited to, as-built drawings, toll equipment service manuals, computer manuals, software documentation, parts lists and other data as may be required for record purposes at the toll maintenance shop. In addition, one (1) versioned set of complete documentation shall be maintained by the Contractor in a documentation management system.

The Contractor shall furnish all maintenance personnel with appropriate System documentation as may be required to perform their respective duties.

All System documentation shall be recorded at the toll maintenance shop. The documentation provided and/or assembled under the Maintenance Contract shall be considered proprietary and confidential. The Contractor's employees shall not reproduce the documentation or discuss the contents of the documentation with the CTRMA toll collectors or other unauthorized personnel.

M11.0 Performance Measurement

The CTRMA will review the Contractor's performance on a monthly basis, utilizing the monthly summary reports provided by the Contractor, in addition to input from the CTRMA staff. Performance will be measured by:

- Comparing average response times and repair time in each "Priority" category described under "Coverage" in Subsection M3.01 for the current month, year to date, and since Notice to Proceed for this Maintenance Contract with the requirements specified in the Technical Requirements.
- Failure to keep accurate records or otherwise improperly reporting maintenance activities.
- Review of spare parts and spare equipment availability

As described in the Restated Maintenance Agreement, the Contractor will be notified in writing of deficient performance and shall take corrective actions.

M12.0 Key Performance Indicators

Kapsch proposes the following Key Performance Indicator (KPI) measurements for Maintenance services. These KPIs are measurable values that demonstrate achievement of key business objectives, while also including either liquidated damages for missed targets or lost revenue.

Audits conducted by CTRMA or its third party vendor will be completed according to the schedule set forth below or at CTRMA's discretion.

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KPI ID	KPI Name	Key Performance Indicator Description	KPI	Maximum Liquidated Damages (per calendar month)	Testing Frequency
1	AVD	The vehicle detection subsystem shall detect 99.90% of vehicles passing through the Toll Zone once and only once under all conditions within the Design specification described in the requirements, including vehicles in the shoulders and straddling the lane and shoulder. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.	99.90%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
2	AVC	The AVC subsystem shall correctly classify 99.50% of all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lanes. Shoulders are excluded from this calculation. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
3	AVI	The AVI subsystem will correctly detect, read and assign to the correct vehicle 99.90% of all properly installed Transponders on all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles in the shoulders and straddling the lanes.	99.90%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
4	LPIC	The LPIC subsystem will capture one front human readable license plate image or one rear human readable license plate image and associated to the correct vehicle for	99.50%	\$200 per gantry location-per each 0.1% below	Audits by CTRMA at their discretion, executed by

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		99.50% of all detected vehicles traveling at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lane and shoulder.		threshold	CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
5	IR	For transactions rejected by the manual review process, less than 1.00% shall have incorrect code-off results.	<1.00%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
6	Trip	99.50% of all transactions shall be correctly assembled into trips.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
7	Trip	99.99% of all trips shall be transmitted to the CTRMA primary host system within 4 calendar days of the exit transaction of the trip.	99.99%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
8	MVD	The volume provided by Traffic Detection Systems (MVD) shall be 95.00% accurate.	95.00%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
9	Host	100% of all transactions must be processed within 20 days of their transaction timestamp. A transaction qualifies as “processed” if the transaction has reached its final destination within the CTRMA	100.00%	Actual revenue above \$5,000 (calculated using liquidation rate) AND	Monthly

Attachment M-1

Revised Oct 27, 2020

		Transaction processing workflow. The transaction processing workflow is responsible for achieving the required 20 day processing limit within the agreed constraints of external vendor processing quantity allowances.		2. 50% of any indirect costs incurred greater than \$5,000, with a limit of \$50,000 per occurrence in addition to any direct damages applicable per <i>Section 7. Performance Guaranty</i>	
10	IR	For transactions requiring manual review process, 99.50% shall be completed within 72 hours from the time the transaction qualified for manual review.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly Calculated based on number of transactions within a month vs. number not processed within 72 hours.
11	Reports	1. The monthly report, accurately detailing system performance relative to all Project KPIs, shall be submitted to CTRMA each month. 2. System and as necessary manual report to be provided by the contractor to indicate performance. 3. Contractor to provide complete report, cover page, table of contents, KPI table and summaries, format to be agreed upon by Contractor and CTRMA.	By the 15th of the following month	Cannot invoice for monthly maintenance without submitting this report.	Monthly
12	Availability	Each ETC lane shall be available 99.50% of the time. An available lane is defined as a lane with the ability to collect revenue either through image capture or tag read and association.	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for the this section.	Monthly
13	Availability	The Host Level system shall be available 99.50% of the time. An available host is defined as a fully operating host such that Reports, ROMS, and transaction processing are online (with the exception of approved downtime for maintenance purposes).	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for this section.	Monthly

Attachment M-1

Revised Oct 27, 2020

14	Availability	Express Lanes CCTV shall be available 99.50% of the time, excluding scheduled maintenance.	Express: 99.50%	\$200 per each 0.5% below threshold	Monthly
15	Availability	Non-Express CCTV shall be available 95.00% of the time, excluding scheduled maintenance.	Non- Express: 95.00%	\$200 per each 0.5% below threshold	Monthly
16	Availability	DMS shall be available 95.00% of the time, excluding scheduled maintenance.	95.00%	\$200 per each 0.5% below threshold	Monthly
17	Availability	Express MVDs shall be available 99.50% of the time per segment, excluding scheduled maintenance.	Express: 99.50%	Express: \$100 per each 0.5% below threshold per segment.	Monthly
18	Availability	MVDs shall be available 95.00% of the time per device, excluding scheduled maintenance.	Non- express: 95.00%	Non-Express: \$100 per each 0.5% below threshold per device.	Monthly
19	VTMS Availability	The VTMS System will be available as outlined below, excluding scheduled maintenance. Availability of 99.95%, with a 15 minute grace period for emergency maintenance.	99.95%, 15 min. grace excluded	Actual revenue above \$5,000 (calculated using liquidation rate).	Monthly
20	VTMS Accuracy	The System will post and maintain the correct toll rate to the VTMS 99.90% of the time per VTMS under all conditions within the Design specification described in the requirements.	99.90%	\$200 per each 0.5% below threshold	Monthly
21	Time to Respond – Priority 1	On Average, all priority 1 tickets must be acknowledged within 1 hour of ticket creation. A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.	N/A	\$200 if average is > 1 hour	Monthly
22	Time to Repair - Priority 1	On Average, all priority 1 tickets must be repaired within 4 hours of ticket acknowledgement.	N/A	\$350 if average is > 4 hour	Monthly
23	Time to Respond – Priority 2	On Average, all priority 2 tickets must be acknowledged within 1 hour of ticket creation. Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.	N/A	\$200 if average is > 1 hour	Monthly

Attachment M-1

Revised Oct 27, 2020

24	Time to Repair - Priority 2	On Average, all priority 2 tickets must be repaired within 12 hours of ticket acknowledgement.	N/A	\$350 if average is > 12 hour	Monthly
25	Time to Respond – Priority 3	On Average, all priority 3 tickets must be acknowledged within 1 hour of ticket creation. A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.	N/A	\$200 if average is > 1 hour	Monthly
26	Time to Repair - Priority 3	On Average, all priority 3 tickets must be repaired within 36 hours of ticket acknowledgement.	N/A	\$200 if average is > 36 hour	Monthly

M13.0 Confidentiality

The Contractor shall keep all information regarding its activities pursuant to this Contract confidential and will communicate such information only with authorized CTRMA personnel or CTRMA designated representatives.

[END OF SECTION]

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

RESOLUTION NO. 20-078

**APPROVING WORK AUTHORIZATION NO. 2 WITH COFIROUTE USA, LLC FOR
TOLL BILL AND WEBSITE CHANGES**

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

WHEREAS, following a review of the Mobility Authority's Back-Office System including current toll bills, non-payment notices, the Pay By Mail webpage and paymobilitybill.com website, the Operations Department identified multiple enhancements intended to promote timely payments and create a better customer experience; and

WHEREAS, the Executive Director and Cofiroute USA, LLC have negotiated proposed Work Authorization No. 2 under the Agreement in an amount not to exceed \$93,658.17 to implement the enhancements to the Mobility Authority's Back-Office System identified by the Operations Department; and

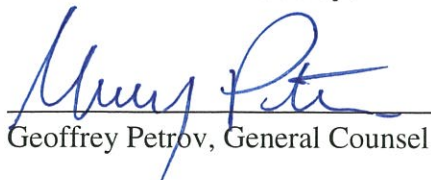
WHEREAS, the Executive director recommends that the Board approve Work Authorization No. 2 with Cofiroute USA, LLC in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves Work Authorization No. 2 with Cofiroute USA, LLC in an amount not to exceed \$93,658.17 for enhancements to the Mobility Authority's Back-Office System to promote timely payments and create a better customer experience; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute Work Authorization No. 2 with Cofiroute USA, LLC on behalf of the Mobility Authority in the form or in substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A



PAY BY MAIL SERVICES

***WA-002 – Toll Bill and Website Changes
October 22, 2020***

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1 INTRODUCTION

The Central Texas Regional Mobility Authority (“CTRMA”) has requested certain changes to its Pay by Mail Back-Office System in order to make enhancements to the Toll Bills and customer facing Website. This Work Agreement outlines the scope of these enhancements and agreed upon compensation. Any terms not defined in this Work Agreement will have the meanings defined in the Master Agreement between CTRMA and Cofiroute. This Work Agreement is subject to the terms of the Master Agreement, including without limitation its provisions regarding obligations, variations, coordination, delay and force majeure.

2 PURPOSE

The purpose of this work agreement order is to update the website to implement the notice and website enhancements recommended during the User Review process with CTRMA and WSP. These modifications allow a more complete picture for customers of their total balance owed both on Customer Notices and in the Customer Website Portal. These changes will provide the ability for CTRMA Pay By Mail customers to use their invoice number and license plate to login to the customer portal and to view and pay invoices and collections balances from a single screen and in a single step which will apply the payment for the amounts specified for the invoice and collection balance. Additionally, these modifications will implement changes to the invoice data file generation to also include fields for the total previous charges and new total charges fields, in support of the redesigned toll bill templates.

3 SCOPE

The PBM Back-Office System needs to be updated to support the following requirements:

1. Implement changes to the invoice data file generation to add the Total Previous Charges and New Total Charges fields to support the redesigned toll bill templates.
2. Update the website to provide the ability for CTRMA Pay by Mail customers to use their invoice number and license plate to login to the customer portal, while preserving the ability for NETRMA customers to continue to login with account number and license plate.
3. Make Captcha visible only after 2 unsuccessful login attempts.
4. Install CTRMA provided HTML pages related to Home page and Account login.
5. Review links to paymobility.com and update any remaining links and references from the paymobility.com site to CTRMA’s site (mobilityauthority.com).
6. Update Training manuals as necessary.

7. Update the CTRMA Pay By Mail customer portal to pay the collections and other invoiced balances in a single step and apply the payment for the amounts specified for the invoice and collections balance as described in Appendix 1 ([Proposed WebSite Changes_v1.5_CTRMAcomments.docx](#)) for both CTRMA and NETRMA Customer portals.

8. Implement [hover text](#) for the values listed in Appendix 2 for both CTRMA and NETRMA Customer portals.

3.1 ACTIONS TO BE TAKEN AND IMPACTED AREAS:

- Update the invoice data file generation to add the two new fields for Total Previous Charges and New Total Charges.
- Perform integration testing with the mail house, CSG, to test the redesigned template changes.
- Include and test the website changes for the new pages.
- Update the website to include collections balance when viewing account and making a payment.
- Review user manuals and update as needed.

3.2 AFFECTED SUBSYSTEMS

The following BOS subsystems have been identified as areas that will be impacted by the change in the approach for application of the collections fee. Those systems include:

- Collection Transaction Processor and Batch Creation
- CSC Portal
- TVC Module
- Collections Interface modifications to exchange information between the vendor and the PBM system
- External or Self-service portal
- Court and Habitual Violator modules changes related to collections amount calculations
- Write-off job
- Reports

3.3 ASSUMPTIONS

1. CTRMA will provide the Home Page and Account login pages in HTML/CSS/JS without using Bootstrap 4 CSS framework format.
2. No integration efforts will be required to implement the CTRMA provided HTML/CSS pages.
3. The provided pages will be HTML/CSS pages without any content management system integration (i.e. word press) and without any other dependencies that may introduce potential security issues.

4. The HTML pages provided will include all necessary links updates to change references from paymobility.com site to CTRMA’s site (mobilityauthority.com).
5. Account number will remain in the payment coupon scan line to maintain the current functionality for Lockbox payment processing.
6. When the agent or customer initiates a payment and only the invoice is selected, the current functionality applies payment to the transactions on the invoice selected, excluding collections amounts due, in FIFO order. Any remaining amounts will be applied to the account in FIFO order. There will be no changes to the current functionality of payment application.
7. The current remittance reporting, in the Full Amount Collected Report, considers an invoice fully paid when only the balances aged to Toll Bill Notice(TBN), Notice of Non-Payment(NNP) and Notice of Toll Violation(NTV) are paid and does not include collections amounts. This amount is not shown on the proposed invoice template. **NOTE: There will be a discrepancy between the sum of the total due amounts from the printed invoice and the amounts paid in the report.** The remittance reporting will not need to change with this request and no other reporting changes are required.
8. Except for the addition of the 2 new fields, Total Previous Charges and New Total Charges, no other changes to are required to the mail house interface or invoice data file generation.
9. Statement Template Re-Design Modifications & Update
10. The screens in figures in Appendix 3 ([CO#11_Operational_Assumptions.docx](#)) document, will remain unchanged.

4 Costs

Changes described in numbers 1-6 above

	Rate*	Estimated Hours	Cost
Project Manager	\$163.65	52	\$8,509.80
Lead Developer	\$139.15	41	\$5,705.15
Developer	\$118.29	182	\$21,528.78
QA Lead	\$111.47	17	\$1,894.99
QA	\$54.60	48	\$2,620.80
Total		349	\$40,259.52

Changes described in numbers 7-9 above

	Rate*	Estimated Hours	Cost
Project Manager	\$163.65	63	\$10,309.95
Lead Developer	\$139.15	56	\$7,792.40
Developer	\$118.29	250	\$29,572.50
QA Lead	\$111.47	20	\$2,229.40

QA	\$54.60	64	\$3,494.40
Total		464	\$53,398.65

* Note – Rates identified above have been agreed to between CTRMA and Cofiroute USA as per Appendix D of the PBM Agreement

Total Cost: \$93,658.17

4.1 PAYMENT MILESTONES

Milestone	Amount	Date
Notice to Proceed	10%	NTP Date
Development Completed	40%	Per Project Schedule
Testing Completed/Approved	30%	Per Project Schedule
Go Live	20%	Per Project Schedule

Estimated time to completion: 10 weeks from NTP

5 Acronyms and Definitions

BOS	Back Office System
BR	Business Requirement
CSC	Customer Service Center
CTRMA	Central Texas Regional Mobility Authority
CUSA	Cofiroute USA
DDD	Detailed Design Document
FAT	Factory Acceptance Test
HV	Habitual Violator
NETRMA	North East Texas Reginal Mobility Authority
NTP	Notice to Proceed
PBM	Pay By Mail
PP	Payment Plan
QA	Quality Assurance
QC	Quality Control
Vendor	Cofiroute USA

6 Final Approvals

CTRMA Representative

Date



Tawnya Freund

Cofiroute USA Representative

11/5/2020

Date



ACCOUNT STATUS: Current

ACCOUNT STATEMENT

Account Number: [REDACTED]
 Vehicle License Plate: [REDACTED]
 Invoice Number: 100008634973
 Payment Due Date: 01/31/2020

SUMMARY OF (PREVIOUS) CHARGES

Previous Balance: \$32.77
 Payments/Credits: \$32.77
 Non-Payment Fee(s) Assessed: \$0.00
Balance Forward: \$0.00

NEW (CURRENT) CHARGES

Tolls: \$1.77
 Processing Fee(s): \$1.00

Total (Current) Charges: \$2.77

Previous + Current Charges = Total Due

TOTAL DUE: \$2.77

HOW TO PAY YOUR BILL

EASY PAY ONLINE
www.paymobilitybill.com

BY PHONE
 (833) 762-8655 or (512) 410-0562

PAY BY MAIL
 RMA Toll Processing
 P.O. Box 734182
 Dallas, TX 75373-4182

IN PERSON
 14050 Summit Drive Suite 113A
 Austin, TX 78728

YOU COULD HAVE SAVED \$1.59 WITH A TAG!
 Electronic tags are the simplest, most cost-effective way to pay tolls.
 Get a tag today and save on tolls.
 Learn more at www.paymobilitybill.com



<< NOT YOUR CAR?
 Please contact us immediately at www.paymobilitybill.com to resolve.

G10
2806-7221704

PAYMENT FORM To pay by mail, please detach this form and return with payment.

CTRMA Processing
 PO BOX 3649
 Pflugerville, TX 78691
 CHANGE SERVICE REQUESTED



License Plate: [REDACTED]
 Account Number: [REDACTED]
 Invoice Number: 100008634973
 Bill Date: 01/01/2020
 Amount Due: \$2.77
 Payment Due: 01/31/2020

00003
 00003
 PEDRO [REDACTED]
 ABC1234 [REDACTED]
 00-COFIBR1E-2 [REDACTED]
 G10 [REDACTED]

RMA Toll Processing
 P.O. Box 734182
 Dallas, TX 75373-4182



Frequently Asked Questions

I already paid this bill. Why am I getting another?

CTRMA-issued Pay By Mail bills and notices are unique to a license plate, registered owner address and 30-day billing cycle. Each bill is assigned a different billing invoice number. To confirm payment or check for additional bills, use the Pay by Plate feature at www.paymobilitybill.com.

I no longer own this vehicle. What do I do?

Under Texas law, you may be able to dispute these charges if you were no longer the legal owner of the vehicle at the time it was on the toll road; the vehicle was leased or rented to another entity at the time it was on the toll road; or the vehicle was stolen prior to its use of the toll road.

To qualify, submit one of the following by mail or email (CustomerService@rmatoll.com). Once a review of your account(s) is completed, you will receive a follow-up of on the resolution:

- A copy of the Texas Department of Motor Vehicles (TxDMV's) Transfer Notification Form (VTR-346) confirming sale or transfer of your vehicle

to another owner prior to the toll date;

- A copy of the rental or lease agreement that includes the name & address of the party responsible for the car at the time toll charges were incurred, or;
- A copy of the police report showing your vehicle was reported stolen prior to the time the toll charges were incurred.

I have an electronic toll tag account. Why am I getting this bill?

There are many reasons why an electronic toll account holder may receive a CTRMA-issued Pay By Mail bill. The most common include insufficient funds at the time of the toll(s) due to an expired credit card or banking issue; an incorrect license plate; an invalid tag. To prevent late fees, pay your toll bill and contact your tag provider's customer service center as soon as possible to update your account.

Don't Become a Violator.

The following example illustrates how unpaid tolls can lead to serious legal issues if not resolved.

BILLING STAGE

Toll Bill

(5 tolls @ \$0.65 toll + \$1 processing fee)

Notice of Non-Payment

(tolls + \$15 Non-Payment fee)

Notice of Toll Violation

(tolls + \$30 Non-Payment fee)

Final Notice of Toll Violation

(tolls + \$45 Non-Payment fee)

Criminal Misdemeanor Charges

(tolls + \$50 enforcement fee + up to \$174 court fee + up to \$250 fine)

Habitual Violator

(100+ unpaid tolls within a year may lead to name publication, registration block, vehicle ban, as well as criminal misdemeanor charges, subject to a \$500 fine and impoundment if the ban is violated.)

TOTAL DUE

\$4.25

\$18.25

\$33.25

\$48.25

Up To \$474.65
per unpaid toll

Up To \$598.25
fine

Save Money on Tolls!

Whether you use toll roads in Austin, Dallas, Houston or anywhere else in Texas, here are some reasons to consider getting an electronic toll tag:

Savings: Electronic toll tag customers enjoy a discount on tolls and avoid late fees.

Convenience: Tolls paid via electronic tag are debited automatically.

Easy Sign-up: Electronic toll tag accounts can be opened online, by mail or by phone. Get your TxTag, TollTag or EZ Tag today!



For more information visit
www.mobilityauthority.com

Important Information Regarding Payments and Refunds

Mailed Payments: Please include the account number ID and license plate number on the face of the check or money order to ensure proper posting. DO NOT SEND CASH or temporary checks. Allow five (5) days for mailed payments to reach us.

Checks: When you provide a check as payment, you authorize CUSA either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. If your payment is returned unpaid, you authorize CUSA to make two attempts to collect payment and make a one-time electronic funds transfer from your account to collect a fee of \$25 for the returned check.

Online Bill Pay: Be sure to update the Automated Phone Payment ID / license plate number through your banking institution's bill pay site to ensure that the payment is applied correctly.

Electronic Tag Accounts: Payments made to CTRMA Processing do not credit toll tag accounts. Similarly, payments made to TxTag, TollTag or EZ Tag do not resolve CTRMA-issued Pay By Mail bills.

Refunds: Do not overpay. Refunds will not be issued for overpayments of less than \$2.50.

CheckFreePay In-Person Payment Options

In-Person payment options are available through CheckFreePay. Please use the link below to view a list of available retailers by clicking on the "CheckFreePay" button on the site. Please bring the tear-off coupon for in-person payments. Please note fees range from \$1.50 to \$3.00, depending on the agent location assessments.

H-E-B, WalMart, Fiesta*

<http://cofirouteusa.biz/>

*(This does not constitute a comprehensive list of available retail entities)



Toll Transactions

Date	Time	Transaction	Location	You Pay
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77

NEW (CURRENT) CHARGES

Tolls:	\$1.77
Fees:	\$1.00

Total (Current) Charges: \$2.77

Previous + Current Charges = Total Due

TOTAL DUE: \$2.77

YOU COULD HAVE SAVED \$1.59 WITH A TAG!

SIGN UP TODAY!

We're Open

<i>Mon</i>	<u>7:30 a.m.</u>	<i>to</i>	<u>7 p.m.</u>
<i>Tue</i>	<u>7:30 a.m.</u>	<i>to</i>	<u>6 p.m.</u>
<i>Wed</i>	<u>7:30 a.m.</u>	<i>to</i>	<u>6 p.m.</u>
<i>Thu</i>	<u>7:30 a.m.</u>	<i>to</i>	<u>6 p.m.</u>
<i>Fri</i>	<u>7:30 a.m.</u>	<i>to</i>	<u>7 p.m.</u>
<i>Sat</i>	<u>8 a.m.</u>	<i>to</i>	<u>12 p.m.</u>
<i>Sun</i>	<u>Closed</u>		

Online payment available 24/7

New Expanded Customer Service Center Hours

Pay your toll bill in person, by phone, or online.

Visit Us:
14050 Summit Dr., Suite 113A, Austin, TX 78728

Call Us:
833-762-8655 or 512-410-0562

Go Online Anytime:
PayMobilityBill.com

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

>>HABITUAL VIOLATOR NOTICE

Under Texas Transportation Code §370.177 failure to pay by the date due will result in the issuance of a Notice of Non-Payment with additional administrative fees. (See website for explanation) Habitual Toll Violators, those with 100 or more unpaid tolls within a rolling year, and who have been issued at least two notices of non-payment, may be subject to a vehicle registration block, vehicle ban from Mobility Authority operated toll facilities (fine up to \$500), and / or vehicle impoundment.



EXHIBIT A: BILL REVAMP
New Initial Bill Design

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY



PAY BY MAIL
LICENSE PLATE TOLL BILL

AMOUNT DUE: \$XX.XX
Payment Due Date: JUNE 31, 2020
Vehicle License Plate: [REDACTED]

INVOICE# 100008634973



INVOICE DATE: JUNE 20, 2020

NEW CHARGES

Tolls \$XX.XX
 Processing Fee(s) \$XX.XX
 Out of State Lookup Fee \$XX.XX

TOTAL NEW CHARGES \$XX.XX

TOTAL DUE \$XX.XX

YOU COULD HAVE SAVED \$XX.XX WITH A TAG!

Open an account and get the lowest rates.
 Learn more at www.paymobilitybill.com



PAY YOUR BILL



EASY PAY ONLINE
WWW.PAYMOBILITYBILL.COM



BY PHONE
(833) 762-8655 OR (512) 410-0562



PAY BY MAIL
RMA Toll Processing
P.O. Box 734182
Dallas, TX 75373-4182



IN PERSON
14050 Summit Drive, Suite 113A
Austin, TX 78728

AVOID LATE CHARGES

See reverse side for details



TRIP & TRANSACTION INFORMATION

LICENSE PLATE [REDACTED]

DATE	TIME	TRANSACTION	LOCATION	YOU PAY
NEW CHARGES				
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77

Transactions continued on reverse side

NOT YOUR CAR?

Please contact us immediately at www.paymobilitybill.com to resolve.



PLEASE DETACH PAYMENT FORM ON PERFORATION



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

**LICENSE PLATE TOLL
 PAYMENT FORM**

To pay by mail, please detach at perforation and return with check payable to RMA TOLL PROCESSING. DO NOT SEND CASH

CTRMA Processing
 PO BOX 3649
 Pflugerville, TX 78691
 CHANGE SERVICE REQUESTED

AMOUNT DUE \$XX.XX
Payment Due Date JUNE 31, 2020
Vehicle License Plate [REDACTED]
Invoice Date June 20, 2020

Invoice# 100008634973

00003
 ABC1234
 00-COFIBR1E-2
 G10

00003
 LAST, FIRST NAME
 0000 ADDRESS
 CITY, TX 00000-0000

RMA Toll Processing
 P.O. Box 734182
 Dallas, TX 75373-4182



001-001-00000005-00

7341821045589090000000277100008634973202001012

EXHIBIT A: BILL REVAMP Past Due Notice Design

30 DAYS PAST DUE



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY



LICENSE PLATE TOLL BILL

AMOUNT DUE: \$XX.XX
Payment Due Date: JUNE 31, 2020
Vehicle License Plate: [REDACTED]

INVOICE# 100008634973

INVOICE DATE: JUNE 20, 2020

NEW CHARGES

Tolls \$XX.XX
 Processing Fee(s) \$XX.XX
 Out of State Lookup Fee \$XX.XX
 NSF Fee \$XX.XX
TOTAL NEW CHARGES \$XX.XX

PREVIOUS CHARGES

Previous Balance \$XX.XX
 Payments/Credits \$XX.XX
 Non-Payment Fee(s) Assessed \$XX.XX
 Balance Forward \$XX.XX

COLLECTIONS BALANCE \$XX.XX

TOTAL PREVIOUS CHARGES \$XX.XX

TOTAL DUE \$XX.XX

Previous + Current Charges

PAY YOUR BILL



EASY PAY ONLINE
WWW.PAYMOBILITYBILL.COM



BY PHONE
 (833) 762-8655 OR (512) 410-0562



PAY BY MAIL
RMA Toll Processing
P.O. Box 734182
Dallas, TX 75373-4182



IN PERSON
14050 Summit Drive, Suite 113A
Austin, TX 78728

AVOID FURTHER LATE CHARGES

See reverse side for details



TRIP & TRANSACTION INFORMATION

LICENSE PLATE [REDACTED]

DATE	TIME	TRANSACTION	LOCATION	YOU PAY
NEW CHARGES				
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77

Transactions continued on reverse side

NOT YOUR CAR?

Please contact us immediately at www.paymobilitybill.com to resolve.



PLEASE DETACH PAYMENT FORM ON PERFORATION



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

LICENSE PLATE TOLL PAYMENT FORM

To pay by mail, please detach at perforation and return with check payable to RMA TOLL PROCESSING. DO NOT SEND CASH

CTRMA Processing
 PO BOX 3649
 Pflugerville, TX 78691
 CHANGE SERVICE REQUESTED

30 DAYS PAST DUE

AMOUNT DUE \$XX.XX
Payment Due Date JUNE 31, 2020
Vehicle License Plate [REDACTED]
Invoice Date June 20, 2020

Invoice# 100008634973

00003
 ABC1234
 00-COFIBR1E-2
 G10
 00003
 LAST, FIRST NAME
 0000 ADDRESS
 CITY, TX 00000-0000

RMA Toll Processing
 P.O. Box 734182
 Dallas, TX 75373-4182



001-001-00000005-00

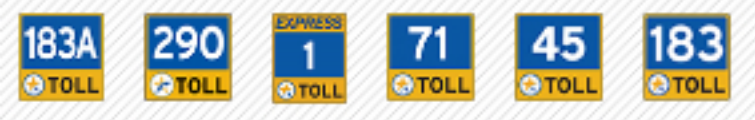
7341821045589090000000277100008634973202001012



English

EXHIBIT B: REVAMPED PBM WEBSITE
Current Design

Us Contact Us **Pay My Toll**



Online By Mail In Person By Phone

Pay Your Toll Online

Pay Your Bill

Account # License Plate

Account #

License Plate #

SUBMIT >



RESET


Register by Plate Account Login

Username Account #

Username

Password

 Captcha

SIGN IN >

Remember me

[Need LOG IN Help?](#)

[Forgot Username?](#) [Forgot Password?](#)

CREATE AN ACCOUNT



EXHIBIT B: REVAMPED PBM WEBSITE

Current Design

				Board Meetings	Contact
About	Traveler Info	Projects & Programs	Business	Resources	Pay Your Toll



Toll Overview

- Rates
- Rules of the Road
- Payment Options
- Why Am I Getting Multiple Toll Bills?
- Open Toll Roads Map
- Violations & Fees

Toll Overview

Mobility Authority roads are modern, all-electronic toll roads, meaning drivers don't have to stop — or even slow down — to pay their tolls. Customers can either pay through their electronic tag account or pay by mail.

We operate the following toll roads in Travis and Williamson Counties:



183A Toll Road



290 Toll Road



71 Toll Lane



MoPac Express Lane



45SW Toll Road



183 Toll Road

EXHIBIT B: REVAMPED PBM WEBSITE

New Combined Design



CENTRAL TEXAS
MOBILITY AUTHORITY

español

Contact

How it Works

Payment
Options

Toll Roads

Rates

Violations
& Fees

Pay Your Toll

183A
TOLL

290
TOLL

71
TOLL

EXPRESS
1
TOLL

45
TOLL

183
TOLL



Online



By Phone



By Mail



In Person

Pay Your Toll Online

PAY BY
Mail

PAY BY MAIL
LICENSE PLATE TOLL BILL

[Brief explanation of payment portal]

Placeholder text - Od quos et et que omniscitium derem alia vendaep udipict emolorum atur. Od quos et et que omniscitium derem alia vendaep udipict emolorum atur.

Search by Invoice Number Search by Travel Dates

*required field

Invoice Number*

License Plate Number*

RESET

SUBMIT



Save by registering for a pre-paid account or electronic tag!

Register for a pre-paid account or electronic tag and pay 33% instead of regular 50% Pay By Mail rate.



LEARN MORE



Already have an account?

SIGN IN



By Phone

To pay your invoice using our automated attendant 24 hours a day, 7 days a week, call one of the numbers below.

Toll Free: (833) 762-8655

Local: (512) 410-0562



DETAILS



By Mail

To pay your invoice by mail, send the payment form and check to the address below.

**RMA Toll Processing
P.O. Box 734182
Dallas, Texas 75373-4182**



DETAILS



In Person

To pay your invoice in person, visit our north walk-up center.

**14050 Summit Drive,
Suite 113A
Austin, Texas 78728**



DETAILS

RMA Toll Customer Service Center is operated by Cofiroute USA, LLC for the purpose of Toll Bill processing and customer account management on behalf of Central Texas Regional Mobility Authority and Northeast Texas Regional Mobility Authority.

RMA Toll Customer Service Center
14050 Summit Drive, #113A
Austin, TX 78728
833-762-8655



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY



Quick Links: [Terms and Conditions](#) | [Privacy Policy](#)

Cofiroute USA, LLC - 200 Spectrum Center Drive, #1850, Irvine, CA 92618 - Telephone: 833-762-8655 - Fax: 949-754-0199 - Website: <https://www.cofirouteusa.com/>



Online



By Phone



By Mail



In Person



ALERT!

The Summit Drive customer service walk-up location will reopen 7:30am Tuesday, May 26. The TxTag Customer Service Center will remain closed at this time. We apologize for any inconvenience.

We understand the concern and uncertainty you may be experiencing surrounding COVID-19 and are committed to being responsive to the needs of our customers as the situation evolves.

We strongly encourage you to call (833) 762-8655 with questions or concerns regarding your Mobility Authority toll bill. We are here to help. You can also pay your bill online.

As always, the health, safety, and well-being of our customers, employees and all citizens of Central Texas is of paramount concern.

Search by Invoice Number Search by Travel Dates

*required field

RESET

SUBMIT

Save by registering for a pre-paid account or electronic tag!

Register for a pre-paid account or electronic tag and pay 33% instead of regular 50% Pay By Mail rate.



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833-762-8655



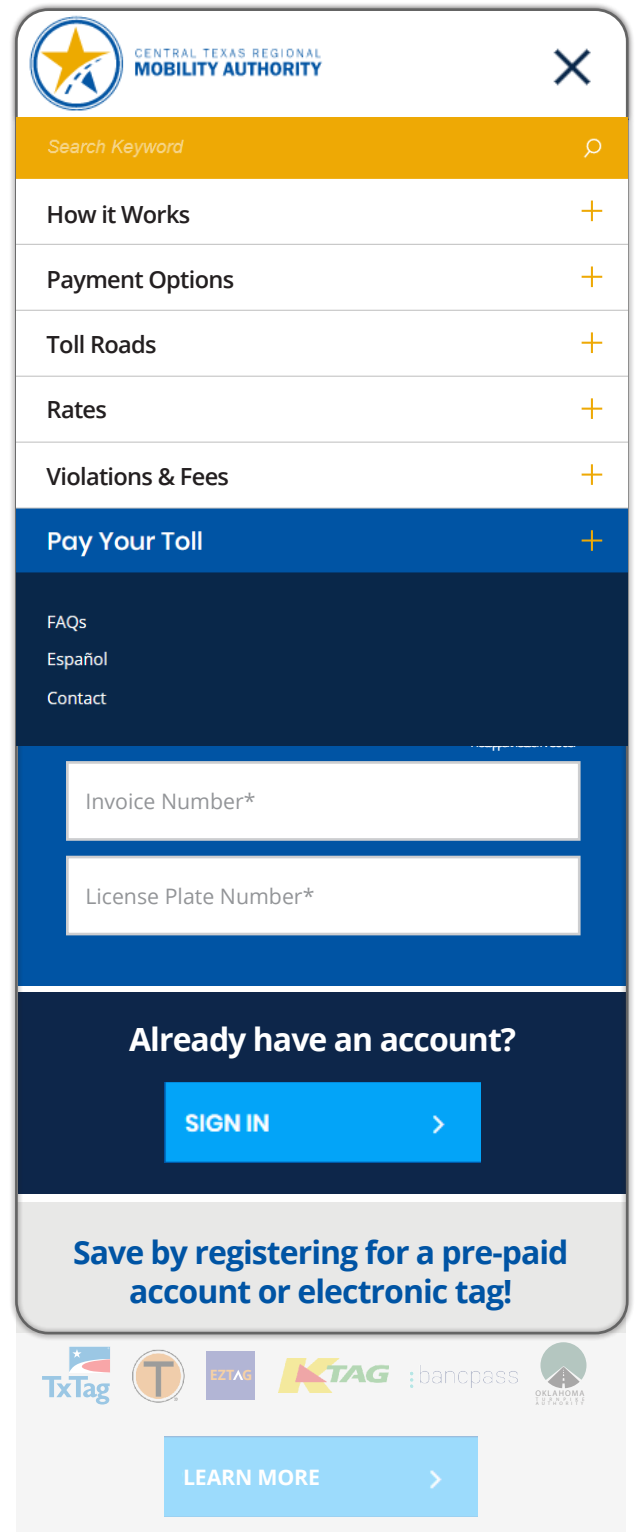
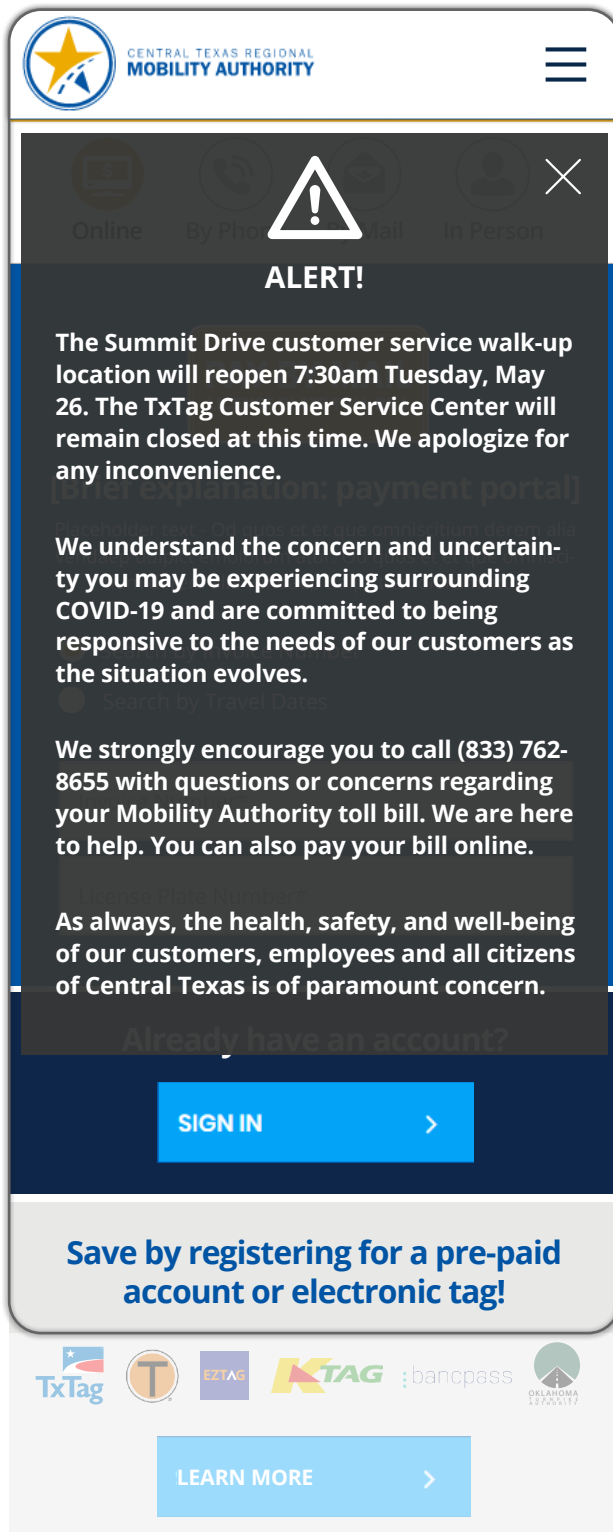
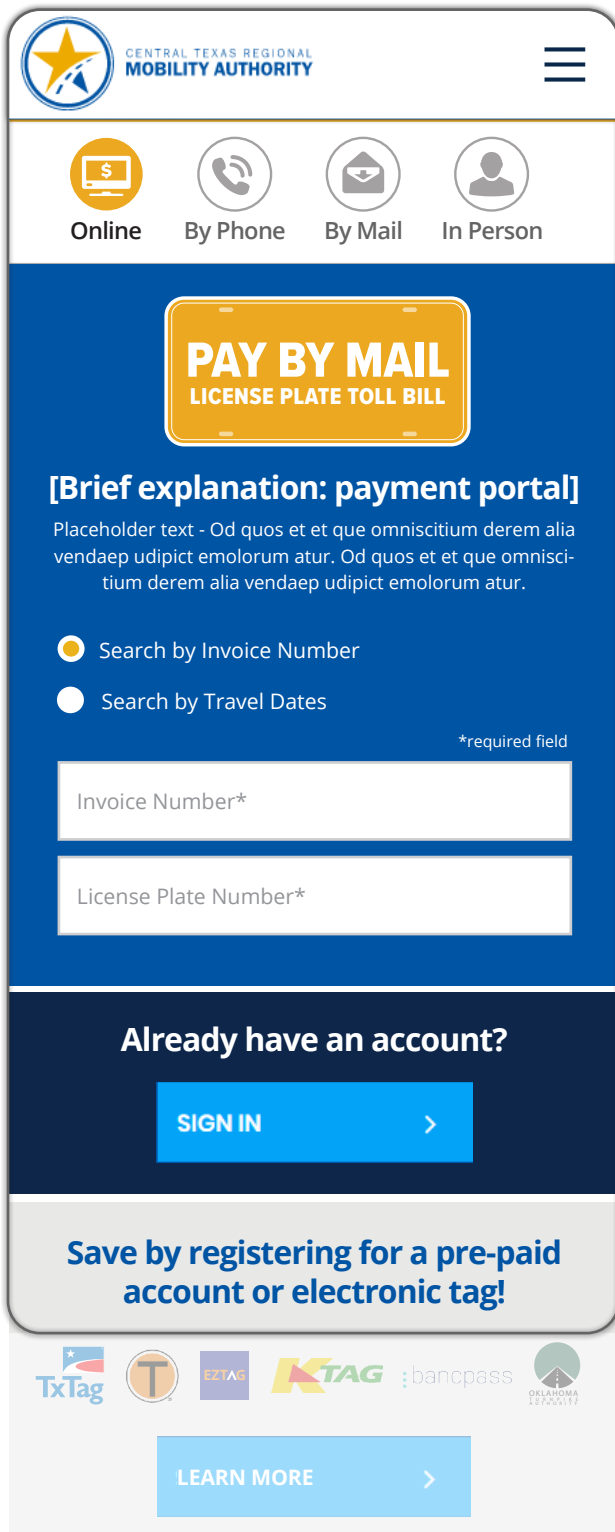
EXHIBIT B: REVAMPED PBM WEBSITE

New Combined Mobile Design

Mobile View - Landing

Alert Window

Menu



By Phone

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Local: (512) 410-0562



DETAILS



By Mail

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Dallas, Texas 75373-4182



DETAILS

EXHIBIT #C

Payment Site Changes

Use Case 1: Customer has more than 1 Invoice escalated to Collections and have an active Toll bill either in TBN/NNP/NTV Status. Customer would be able to click on the collections invoice and see the details of aging tolls and fee when it was applied. (Customer will have the same view as CSC) Collection invoice details are shown in the top section followed by the active invoice. Customer would be able to click on any of the collections invoice and view all the tolls and fees details and how they were escalated to the collections stage.

- ➔ Customer can make payment for both collections and invoice due at one time.
- ➔ Customer have an option to make payment either for collections or invoice due by selecting the checkbox.
- ➔ As needed the customer can do partial payment for both collections and invoice due.
- ➔ The Collections Invoice details displays the unpaid invoices for last 24 months with an ability to scroll down.
- ➔ Clicking on the “**View Collections History**” button would show the last 12 paid Collections invoices similar to Collections Invoice details section.
- ➔ Account # and Name will be display when customer search with Invoice # and Licence Plate combination.

The screenshot displays the Central Texas Regional Mobility Authority website interface. At the top, there is a navigation bar with the logo, language selection (English), and links for 'How it Works', 'Resources', 'About Us', 'Contact Us', and a 'Pay My Toll' button. Below the navigation bar, there are toll icons for 183A, 290, 1, 71, 45, and 183. The main content area is titled 'View All Invoices' and includes search fields for Licence Plate #, Account #, and Name. Below this, there are two main sections: 'Invoice Details' and 'Collections Invoice Details (90 Days Past Due)'. The 'Invoice Details' section shows a table with one row of invoice information. The 'Collections Invoice Details' section shows a table with three rows of collection invoice information. At the bottom, there is a payment summary section with input fields for 'Invoice Amount' and 'Collections Amount', a 'Total amount to be paid (\$)' field, and a 'Make Payment' button. There are also buttons for 'Back', 'Payment History', 'View Ticket(s)', and 'Submit Inquiry'.

Invoice #	Invoice Date	Due Date	Invoice Status	Invoice Amount (\$)	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)
100056758966	12/17/2020	01/17/2020	60 Days Past Due	\$820.85		\$422.83	\$150.02	\$46.00	\$198.02

Original Invoice#	Invoice Date	Collections Date	Transaction Count	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)	Payment Status	View Details
10005670821	09/17/2019	12/17/2019	31	\$0.00	\$42.61	\$45.00	\$0.00	\$87.61	Unpaid	View Details
10004883455	08/17/2019	11/17/2019	50	\$0.00	\$70.55	\$45.00	\$0.00	\$115.55	Unpaid	View Details
100004098854	07/17/2019	10/17/2019	47	\$0.00	\$74.74	\$45.00	\$0.00	\$119.74	Unpaid	View Details
Total Due (\$)									\$322.90	View Collections History

Invoice Amount: \$198.02 + Collections Amount: \$322.90 = Total amount to be paid (\$):

Click on View Details button in the Collections Invoice Details section will display with trips and fees associated with a given invoice that escalated to collections.

Collection Invoice Details: **10004863455**

Fee Details					
Date	Fee Type	Invoice #	Amount (\$)	Paid/Adjusted (\$)	Outstanding Due (\$)
09/17/2019	Charged CTRMA Toll Bill Processing Fee	10005670821	\$1.00	\$0.00	\$1.00
10/17/2019	Charged CTRMA Notice of Non Payment Fee	10000350899	\$14.00	\$0.00	\$14.00
12/17/2019	Charged CTRMA Notice of Toll Violation Fee	10004098854	\$15.00	\$0.00	\$15.00
11/17/2019	Charged CTRMA Collection Fee		\$15.00	\$0.00	\$15.00

Trip Details			
Trip Date	Amount(\$)	Paid/Adjusted(\$)	Outstanding Due(\$)
09/10/2019	\$0.86	\$0.00	\$0.86
09/11/2019	\$2.31	\$0.00	\$2.31
09/12/2019	\$1.86	\$0.00	\$1.86
09/13/2019	\$2.86	\$0.00	\$2.86
09/14/2019	\$1.86	\$0.00	\$1.86

[Close](#)

Use Case 2: Customer has more than 3 Invoices escalated to Collections and no active Toll bill either in TBN/NNP/NTV Status.

Customer with Collections balance logged in with Invoice Number and Plate Information. There is no active invoice for the customer.

View All Invoices

Licence Plate #: [REDACTED] Account #: [REDACTED] Name: [REDACTED]

There is no current outstanding due for the invoices. Click "View Invoices History" to view history details.

Collections Invoice Details (90 Days Past Due) For questions regarding your collections balance, please contact Penn Credit collections agency at 800-900-1380

Original Invoice#	Invoice Date	Collections Date	Transaction Count	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)	Payment Status	View Details
10005670821	09/17/2019	12/17/2019	31	\$0.00	\$42.81	\$45.00	\$0.00	\$87.81	Unpaid	View Details
10004863455	08/17/2019	11/17/2019	50	\$0.00	\$70.55	\$45.00	\$0.00	\$115.55	Unpaid	View Details
100004098854	07/17/2019	10/17/2019	47	\$0.00	\$74.74	\$45.00	\$0.00	\$119.74	Unpaid	View Details
Total Due(\$)								\$322.90		View Collections History

Invoice Amount: + Collections Amount: \$322.90 = Total amount to be paid (\$): [Make Payment](#)

Use Case 3: Customer has no invoices in Collections and only have Active Toll bill either in TBN/NNP/NTV Status.

The screenshot shows the website header with the logo and navigation links. Below the header, there are several status indicators (103A, 290, 1, 71, 45, 183) and a search bar. The main content area is titled "View All Invoices" and includes fields for Licence Plate #, Account #, and Name. Below this is a table of invoice details.

Invoice #	Invoice Date	Due Date	Invoice Status	Invoice Amount (\$)	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)
100056758966	12/17/2020	01/17/2020	60 Days Past Due	\$620.85	\$422.83	\$150.02	\$48.00	\$0.00	\$198.02

At the bottom, there is a "Payment Amount" section with a checkbox for \$198.02 and a "Make Payment" button.

Sample hover over text on buttons: This would be done for all text and buttons.

This screenshot shows the same "View All Invoices" page but with a second table below the first one, titled "Collections Invoice Details (90 Days Past Due)". A red box highlights the "Payment History" button in the bottom right corner, which has a tooltip that says "Click here to view payment history".

Original Invoice#	Invoice Date	Collections Date	Transaction Count	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)	Payment Status	View Details
10005670821	09/17/2019	12/17/2019	31	\$0.00	\$42.61	\$45.00	\$0.00	\$87.61	Unpaid	
10004863455	08/17/2019	11/17/2019	50	\$0.00	\$70.55	\$45.00	\$0.00	\$115.55	Unpaid	
100004098854	07/17/2019	10/17/2019	47	\$0.00	\$74.74	\$45.00	\$0.00	\$119.74	Unpaid	
Total Due(\$)									\$322.90	

Appendix

1. Hover text legend



HoverOverText.xlsx

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

RESOLUTION NO. 20-079

**AMENDING MOBILITY AUTHORITY POLICY CODE
CHAPTER 4, ARTICLE 23, REGARDING THE DISPOSITION OF SALVAGE OR
SURPLUS PROPERTY**

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

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

WHEREAS, Chapter 4, Article 23, of the Policy Code sets forth policies for disposition of salvage or surplus property; and

WHEREAS, it would benefit the operations of Mobility Authority to be able to use paid recycling services in situations where the Executive Director determines the salvage or surplus property to be in such condition as to be no longer usable, and repair or rehabilitation for use is clearly impractical; and

WHEREAS, the Executive Director recommends amending Chapter 4, Article 23, of the Policy Code to add new section 401.119, as shown in Exhibit A to address recycling of salvage or surplus property.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Chapter 4, Article 23, of the Policy Code, as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Article 23. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

401.117 Sale by Bid or Auction.

The authority may periodically sell the authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the authority's discretion.

401.118 Trade-In for New Property.

Notwithstanding subsection 401.117, the authority may offer salvage or surplus property as a trade-in for new property of the same general type if the executive director considers that action to be in the best interests of the authority.

401.119 Recycling.

Notwithstanding subsection 401.117, if the executive director determines the authority's salvage or surplus property to be in such condition as to be no longer usable, and repair or rehabilitation for use is clearly impractical, the authority may use a paid recycling service to dispose of property. The vendor must provide the authority with a certificate of disposal for all recycled items.

401.120 Heavy Equipment.

If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under subsection (a).

401.121 Sale to State, Counties, etc.

Notwithstanding subsection 401.117 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

401.122 Failure to Attract Bids.

If the authority undertakes to sell property under subsection 401.117. and is unable to do so because no bids are made for the property, the executive director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the executive director may cause the authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

401.123 Terms of Sale.

All salvage or surplus property sold or otherwise disposed of by the authority shall be conveyed on an “AS IS, WHERE IS” basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the authority in its sole and absolute discretion.

401.124 Rejection of Offers.

The authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the executive director or the authority's designated representative finds the rejection to be in the best interests of the authority.

401.125 Public Notices of Sale.

The authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two issues of the officially designated newspaper of the authority, or any other newspaper of general circulation in each county of the authority, and the authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

Article 23. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

401.117 Sale by Bid or Auction.

The authority may periodically sell the authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the authority's discretion.

401.118 Trade-In for New Property.

Notwithstanding subsection ~~42.4~~401.117, the authority may offer salvage or surplus property as a trade-in for new property of the same general type if the executive director considers that action to be in the best interests of the authority.

401.119 Recycling.

Notwithstanding subsection 401.117, if the executive director determines the authority's salvage or surplus property to be in such condition as to be no longer usable, and repair or rehabilitation for use is clearly impractical, the authority may use a paid recycling service to dispose of property. The vendor must provide the authority with a certificate of disposal for all recycled items.

~~401.119~~401.120 Heavy Equipment.

If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under subsection (a).

~~401.120~~401.120 Sale to State, Counties, etc.

Notwithstanding subsection ~~42.4~~401.117 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

~~401.121~~401.121 Failure to Attract Bids.

If the authority undertakes to sell property under subsection ~~42.4~~401.117. and is unable to do so because no bids are made for the property, the executive director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the executive director may cause the authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

401.12~~23~~ Terms of Sale.

All salvage or surplus property sold or otherwise disposed of by the authority shall be conveyed on an “AS IS, WHERE IS” basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the authority in its sole and absolute discretion.

401.12~~34~~ Rejection of Offers.

The authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the executive director or the authority's designated representative finds the rejection to be in the best interests of the authority.

401.12~~45~~ Public Notices of Sale.

The authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two issues of the officially designated newspaper of the authority, or any other newspaper of general circulation in each county of the authority, and the authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

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

RESOLUTION NO. 20-080

**AMENDING MOBILITY AUTHORITY POLICY CODE CHAPTER 4, ARTICLE 15,
REGARDING THE USE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES
COOPERATIVE CONTRACTS**

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

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

WHEREAS, Chapter 4, Article 15, of the Policy Code sets forth policies for utilization of state cooperative purchasing programs and intergovernmental agreements; and

WHEREAS, the Texas Department of Information Resources (“DIR”) has established a cooperative contracting program under which political subdivisions, such as the Mobility Authority, may utilize master contracts procured by DIR to obtain goods and services; and

WHEREAS, utilization of DIR cooperative contracts would benefit the Mobility Authority by saving the time and expense of undergoing lengthy procurement processes while providing access to advantageous pricing discounts by leveraging the volume purchasing of the DIR cooperative contracts; and

WHEREAS, the Executive Director recommends amending Chapter 4, Article 15, of the Policy Code to utilize DIR cooperative contracts as shown in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Chapter 4, Article 5, of the Policy Code to allow the use of DIR cooperative contracts, as shown in Exhibit A attached hereto.

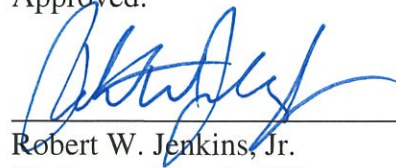
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

ARTICLE 15. STATE COOPERATIVE PURCHASING PROGRAMS AND INTERGOVERNMENTAL AGREEMENTS

401.007 State of Texas CO-OP Purchasing Program.

Pursuant to and in accordance with Section 2155.204, Government Code, and Subchapter D, Chapter 271, Local Government Code, the authority may request the Texas Comptroller of Public Accounts to allow the authority to participate on a voluntary basis in the program established by the comptroller by which the comptroller performs purchasing services for local governments.

401.008 State of Texas Department of Information Resources Cooperative Contracts.

Pursuant to and in accordance with Section 2054.0565, Government Code and procedures established by the Texas Department of Information Resources (DIR), the authority may utilize DIR cooperative contracts to procure goods and services.

401.009 Catalog Purchase of Automated Information Systems.

Pursuant to and in accordance with Chapter 2157, Government Code, the authority may utilize the catalogue purchasing procedure established by the comptroller with respect to the purchase of automated information systems.

401.010 Cooperative Purchases.

Pursuant to and in accordance with Subchapter F, Chapter 271, Local Government Code, the authority may participate in one or more cooperative purchasing programs with local governments or local cooperative programs.

401.011 Interlocal Agreements with TxDOT.

Subject to limitations imposed by general law, the authority may enter into inter-local agreements with TxDOT to procure goods and services from TxDOT.

401.012 Effect of Procurements under this Article.

Purchases made through the comptroller, the Texas Department of Information Resources, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of this chapter and shall be exempted from a procurement requirement contained in another article of this chapter.

ARTICLE 15. STATE COOPERATIVE PURCHASING PROGRAMS AND INTERGOVERNMENTAL AGREEMENTS

401.007 State of Texas CO-OP Purchasing Program.

Pursuant to and in accordance with Section 2155.204, Government Code, and Subchapter D, Chapter 271, Local Government Code, the authority may request the Texas Comptroller of Public Accounts to allow the authority to participate on a voluntary basis in the program established by the comptroller by which the comptroller performs purchasing services for local governments.

401.008 State of Texas Department of Information Resources Cooperative Contracts.

Pursuant to and in accordance with Section 2054.0565, Government Code, the authority may utilize a cooperative contract procured by the Department of Information Resources to obtain goods and services by following any procedure or process allowed by the State Department of Information Resources.

401.0089 Catalog Purchase of Automated Information Systems.

Pursuant to and in accordance with Chapter 2157, Government Code, the authority may utilize the catalogue purchasing procedure established by the comptroller with respect to the purchase of automated information systems.

401.010 Cooperative Purchases.

Pursuant to and in accordance with Subchapter F, Chapter 271, Local Government Code, the authority may participate in one or more cooperative purchasing programs with local governments or local cooperative programs.

401.011 Interlocal Agreements with TxDOT.

Subject to limitations imposed by general law, the authority may enter into inter-local agreements with TxDOT to procure goods and services from TxDOT.

401.012 Effect of Procurements under this Article.

Purchases made through the comptroller, Department of Information Resources, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of this chapter and shall be exempted from a procurement requirement contained in another article of this chapter.

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

RESOLUTION NO. 20-081

**APPROVING AMENDMENT NO. 2 TO THE CONTRACT WITH RS&H, INC.
FOR CONSTRUCTION INSPECTION SERVICES FOR
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 15-060, dated September 30, 2015, the Board of Directors awarded a professional services contract (Contract) to RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project in an amount not to exceed \$18,000,000; and

WHEREAS, by Resolution No. 20-020, dated March 25, 2020, the Board of Directors approved Amendment No. 1 to the Contract to increase the contract value to \$21,600,000 and to extend the contract term to December 31, 2020; and

WHEREAS, the Mobility Authority requires construction inspection services to continue through the completion of the 183 South (Bergstrom Expressway) Project; and


WHEREAS, the Executive Director and RS&H Inc. have negotiated Amendment No. 2 to the Contract to extend the contract term to the date of Final Acceptance of the Project; and

WHEREAS, the Executive Director recommends approving Amendment No. 2 to the Contract in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 2 to the contract with RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project to extend the contract term to the date of Final Acceptance of the Project and authorizes the Executive Director to finalize and execute proposed Amendment No. 2 in the form or substantially the same form attached hereto as Exhibit A.

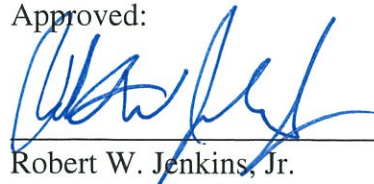
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

**Second Amendment To
Agreement for Construction Inspection Services
Between
Central Texas Regional Mobility Authority
and
RS&H, Inc.**

This Second Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and RS&H, Inc., (“Engineer”) effective December 15, 2015 is made effective November 18, 2020 and is for the purpose of amending the expiration date of the Agreement.

The Mobility Authority and Engineer hereby agree that:

PART I. The Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Amendment.

PART IV. This Amendment shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by an Amendment.

PART V. This Amendment does not waive the parties’ responsibilities and obligations provided under the Contract.

This Amendment shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

Exhibit C-1

Work Schedule

The Engineer will perform Construction Inspection Services as described in this Amendment and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration..... Final Acceptance of Project

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

RESOLUTION NO. 20-082

**APPROVING SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO
WORK AUTHORIZATION NO. 2 WITH RODRIGUEZ ENGINEERING
LABORATORIES, LLC FOR MATERIALS ACCEPTANCE TESTING FOR
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 16-012 dated February 24, 2016, the Board of Directors approved Work Authorization No. 2 under the contract for materials acceptance testing with Rodriguez Engineering Laboratories, LLC for services to be provided on the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Mobility Authority requires materials acceptance testing services to continue through the completion of the 183 South (Bergstrom Expressway) Project; and

WHEREAS, the proposed Supplemental Work Authorization No. 2 extends the schedule for performance of Work Authorization No. 2 to the date of Final Acceptance of the Project; and


WHEREAS, the Executive Director recommends the approval of Supplemental Work Authorization No. 2 to Work Authorization No. 2 in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Supplemental Work Authorization No. 2 to Work Authorization No. 2 under the contract for materials acceptance testing with Rodriguez Engineering Laboratories, LLC to extend the schedule for performance of Work Authorization No. 2 to the date of Final Acceptance of the Project; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplemental Work Authorization No. 2 to Work Authorization No. 2 on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

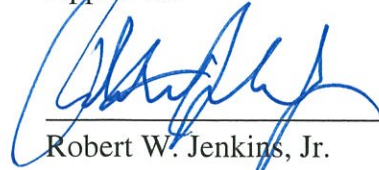
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

**Supplemental Work Authorization No. 2
to Work Authorization No. 2
for Rodriguez Engineering Laboratories, LLC
Agreement for Material Acceptance Testing Services
for the 183 South (Bergstrom Expressway) Project**

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 between the Central Texas Regional Mobility Authority and Rodriguez Engineering Laboratories, LLC is made effective November 18, 2020 and is for the purpose of amending the expiration date of the Agreement.

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

PART I. Exhibits C and C-1, Work Schedules are deleted in their entirety and replaced with Exhibit C-2, Work Schedule, which is hereto attached and made part of this Supplemental Work Authorization.

PART IV. This Amendment shall become effective on the date of final execution of the parties hereto and shall terminate upon completion of the work, unless extended by a subsequent Supplemental Work Authorization.

PART V. This Amendment does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

(Signature)

(Printed Name)

(Title)

(Date)

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)
Mike Heiligenstein

Executive Director

(Date)

EXHIBIT C-2

WORK SCHEDULE

The Engineer will perform Materials Acceptance Testing services as described in this Amendment and will submit deliverables to the Mobility Authority based on the following work schedule:

Original Notice to ProceedApproximately March 01, 2016

Contract Expiration..... Final Acceptance of the Project

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

RESOLUTION NO. 20-083

**APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH MCGRAY & MCGRAY
LAND SURVEYORS, INC. FOR SURVEY QUALITY ASSURANCE SERVICES FOR
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 15-058, dated September 30, 2015, the Board of Directors awarded a professional services contract to McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project in an amount not to exceed \$1,200,000 (the "Contract"); and

WHEREAS, by Resolution No. 20-021, dated March 25, 2020, the Board of Directors approved Amendment No. 1 to the Contract to increase the contract value to \$1,300,000 for ongoing survey quality assurance services for the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Mobility Authority requires survey quality assurance services to continue through the completion of the 183 South (Bergstrom Expressway) Project; and

WHEREAS, the Executive Director and McGray & McGray Land Surveyor Inc. have negotiated Amendment No. 2 to the Contract to extend the contract term to the date of Final Acceptance of the Project; and

WHEREAS, the Executive Director recommends approving Amendment No. 2 to the Contract in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 2 to the contract with McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project to extend the contract term to the date of Final Acceptance of the Project and authorizes the Executive Director to finalize and execute proposed Amendment No. 2 in the form or substantially the same form attached hereto as Exhibit A.

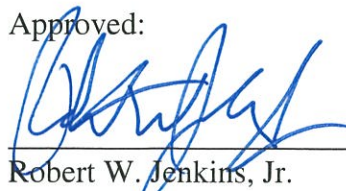
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

**Second Amendment To
Agreement for Survey Quality Assurance Services
Between
Central Texas Regional Mobility Authority
and
McGray & McGray Land Surveyors, Inc.**

This Second Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and McGray & McGray Land Surveyors, Inc., (“Surveyor”) effective January 4, 2016 is made effective November 18, 2020 and is for the purpose of amending the expiration date of the Agreement.

The Mobility Authority and Surveyor hereby agree that:

PART I. The Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Amendment.

PART IV. This Amendment shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by an Amendment to the Contract.

PART V. This Amendment does not waive the parties’ responsibilities and obligations provided under the Contract.

This Amendment shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

MCGRAY & MCGRAY
LAND SURVEYORS, INC.

By: _____
Mike Heiligenstein
Executive Director

By: _____
Name: _____
Title: _____

Exhibit C-1

Work Schedule

The Surveyor will perform Survey Quality Assurance Services as described in this Amendment and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration.....Final Acceptance of the Project

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

RESOLUTION NO. 20-084

**APPROVING WORK AUTHORIZATION NO. 2 UNDER THE FIRST AMENDED AND
RESTATED MAINTENANCE SERVICES CONTRACT WITH KAPSCH TRAFFICCOM
USA, INC. FOR THE REPLACEMENT OF TOLL EQUIPMENT CAMERAS ON THE
183A AND 290E TOLL FACILITIES**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Maintenance Services Contract (Maintenance Services Contract) with Kapsch TrafficCom USA, Inc.; and

WHEREAS, the Executive Director and Kapsch TrafficCom USA, Inc. have negotiated proposed Work Authorization No. 2 under the Maintenance Services Contract for the replacement of cameras on the 183A and 290E toll facilities which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 2 in an amount not to exceed \$936,006.56 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Work authorization No. 2 under the Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Work Authorization No. 2 with Kapsch TrafficCom USA, Inc. on behalf of the Mobility Authority in an amount not to exceed \$936,006.56 and in the form or substantially the same form attached hereto as Exhibit A; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 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

**WORK AUTHORIZATION WORK AUTHORIZATION NO. 2
TOLL SYSTEM MAINTENANCE**

THIS WORK AUTHORIZATION (“WA No. 2”) is made pursuant to the terms and conditions of the Article 2 of the First Amended and Restated Maintenance Services Contract dated November (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 2 as the “System Integrator” or “SI”).

PART I. The Contractor will perform toll system maintenance services generally described in the Kapsch Work Order attached hereto as **Attachment A**.

PART II. The maximum amount payable under this WA No. 2 is \$936,006.56. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

PART III. Payment to the Contractor for the services established under this WA No. 2 shall be made in accordance with the Contract.

PART IV. This WA No. 2 shall become effective on the date both parties have signed this WA No. 2. This WA No. 2 will terminate the work order is complete and accepted by the Mobility Authority, or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract.

PART V. This WA No. 2 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 2, as such responsibilities and obligations under the Contract remain in full force and effect.

KAPSCH TRAFFICCOM, USA:

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Executed for and approved by the Central Texas Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Signature

Date

Mike Heiligenstein, Executive Director

LIST OF ATTACHMENTS

Attachment A Kapsch Work Orders for Toll System Maintenance

ATTACHMENT A

**KAPSCH WORK ORDERS
FOR TOLL SYSTEM MAINTENANCE**



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

System Integration Agreement

CTRMA Toll Systems Integration



CTRMA WO-154, Camera/Strobe Upgrade

October 27, 2020

Change Request Description

Request ID	CTRMA-WO-154
Request Date	10/27/2020
System Module	Cameras / Strobes
Change Type	Equipment

Description

Camera/Strobe Replacement

Affected Project

- 183
- 290
- Mopac
- SH71

Affected Requirements

Image Review KPI's

Affected System Processes:

Image Capture

Description of the Solution

- Replace aging Cameras and Strobes on 183A and 290E.
 - Lake Line Mainline: 12
 - Park Street Mainline: 12
 - 183 Direct Connectors: 12
 - Springdale Ramps: 8
 - Giles Ramps: 8
 - Giles Mainline: 16
 - Harris branch: 8
 - Parmer Mainline: 8
- Aim, Focus, adjust for image quality.
- Run transactions in each lane to ensure quality images are in the host.
- Includes road closures for Camera/Strobe replacement at these locations.
 - 2 closures SEDC Mainline.
 - 2 closures WNDC Mainline
 - 1 closure at Springdale EB ramp
 - 1 closure at Springdale WB ramp
 - 1 closure at Giles LN EB ramp
 - 1 closure at Giles LN WB ramp
 - 2 closures at Giles EB Mainline
 - 2 closures at Giles WB Mainline
 - 1 closure at Harris Branch EB ramp
 - 1 closure at Harris Branch WB ramp
 - 1 closure at Parmer EB Mainline
 - 1 closure at Parmer WB Mainline
- \$3500/closure, plus \$1,000 per officer = \$4,500 x 16 closures. Will attempt to perform all tasks in the 16 nights (\$72,000) but may need 18 nights (\$81,000) for unforeseen issues.
- Kapsch will provide a Project Schedule. Must be completed before June 2021.

Impact	<input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Total	\$936,006.56
Quantity	Pricing good for 60 Days from requested date 84 JAI Cameras 84 JAI Strobes 8 Spare JAI Cameras only (no housing) 10 Spare JAI Camera I/O Boards



System Integration

**WO-CTRMA-154-Camera-Strobe
Upgrade_V2.4.docx**



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

	Materials / Equipment	Quantity	Price	10% Markup	Extended Price
1	JAI Camera P/N: 31016592	84	\$541,800.00	\$54,180.00	\$595,980.00
2	Strobe	84	\$142,800.00	\$14,280.00	\$157,080.00
3	Spare I/O Board	10	\$7,000.00	\$700.00	\$7,700.00
4	Spare camera and Lens	8	\$51,600.00	\$5,160.00	\$56,760.00
5	Camera / Strobe bracket	168	\$7,035.84	\$703.58	\$7,739.42
6	Mounting Hardware	1	\$2,006.96	\$200.70	\$2,207.66
7	0	0	\$0.00	\$0.00	\$0.00
Total Hardware					\$827,467.08

	Labor	No. of Hours	Hr. Contract Rate	Total
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	10.00	\$172.52	\$1,725.20
3	Technician	120.00	\$120.90	\$14,508.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	12.00	\$224.14	\$2,689.68
Total Hours:		152.00	Total Labor:	\$20,539.48

	Subcontractor	Quantity	Cost	10% Markup	Extended Price
	MOT for Road Closures Not-to-exceed	16	\$80,000.00	\$8,000.00	\$88,000.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
Total Subcontractor					\$88,000.00

	ODCs / Travel	Quantity	Cost	10% Markup	Extended Price
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
Total ODCs / Travel					\$0.00

TOTAL PRICE \$936,006.56

Client Acceptance:	
Client name	
Date	
Signature	
Kapsch Acceptance	
Name	
Date	
Signature	

1 Reference Documents

Mounting Hardware for 290E Camera Upgrade.xlsx
 WO- 154 Camera replacement by location.pdf

2 Document Version History

Version	Created	Created by	Comments
1.0	4/23/2020	Timothy Duke	Initial Submission based on e-mail.
2.0	09/09/2020	Timothy Duke	Pricing Update
2.1	10/02/2020	Timothy Duke	Update CTRMA logo
2.2	10/06/2020	Timothy Duke	Update to define MOT
2.3	10/16/2020	Lisa Gauger	Update doc naming details from CO to WO
2.4	10/27/2020	Timothy Duke	Update allocation location of Cameras

Turnpike	Plaza	Comments	Old Cameras	New Cameras
183A	Park Street Mainline			
	Ln 5			
	Ln 6			2
	Ln 7			2
	Ln 8			2
	Ln 9			
	Ln 10			
	Ln 11			2
	Ln 12			2
	Ln 13			2
	Ln 14			
	Lakeline Plaza NB			
	Ln 1			
	Ln 2			2
	Ln 3			2
	Ln 4			2
	Ln 5			
	Lakeline Plaza SB			
	Ln 1			
	Ln 2			2
Ln 3			2	
Ln 4			2	
Ln 5				
Total cameras for 183A				24
US290 E	WNDC Connector 183 Entry			
	Ln 1		2	
	Ln 2			2
	Ln 3			2
	Ln 4			2
	Ln 5		2	
	SEDC Connector 183 Exit			
	Ln 1		2	
	Ln 2		2	
	Ln 3			2
	Ln 4			2
	Ln 5			2
	SpringDale Road EB			
	Ln 1			2
Ln 2			2	
SpringDale Road WB				

US290 E

US290 E

US290 E

Ln 1			2
Ln 2			2
Giles Lane EB			
Ln 1		2	
Ln 2			2
Giles Lane WB			
Ln 1		2	
Ln 2			2
Giles Mainline			
Ln 1		2	
Ln 2			2
Ln 3			2
Ln 4			2
Ln 5			2
Ln 6		2	
Ln 7		2	
Ln 8			2
Ln 9			2
Ln 10			2
Ln 11			2
Ln 12		2	
Crofford Harris Branch EB			
Ln 1			2
Ln 2			2
Crofford Harris Branch WB			
Ln 1			2
Ln 2			2
Parmer Mainline			
Ln 1		2	
Ln 2			2
Ln 3			2
Ln 4			2
Ln 5			2
Ln 6		2	
SH130 DC WB			
Ln1	newer cameras		
Ln2	newer cameras		
Ln3	newer cameras		
Total 290 Cameras		24	56
Total With New 1000's with zoom and focus			80
Total With Old 1000's from 183A		24	
Spare New 1000's			4



AmteX Precision Fabrication
 3920 Bahler Avenue
 Manvel, TX 77578-2823
 United States of America

Ph: 281.489.7042

Fax: 281.489.1992

Quote

ID: 25343 Date: 08-Sep-20

To

Kapsch TrafficCom Transportation NA, Inc.
 7701 Metropolis Dr.
 Bldg. 14 Suite 100
 Austin, TX 78744
 United States of America

Quote To

Tim Duke
 Kapsch TrafficCom Transportation NA, Inc.
 7701 Metropolis Dr.
 Bldg. 14 Suite 100
 Austin, TX 78744
 United States of America

Ph: 713-920-6838

Ph: 713-920-6838

Terms		Ship Via		Salesperson
Net 45		Best Way		AS
Quantity	Description	Unit Price	Amount	
	*** EMAIL ALL PURCHASE ORDERS TO amtxpo@amtxprecision.com ***			
	Line: 001 Part: CAMERA BRACKET CAMERA BRACKET FAB PER DRAWING RECIEVED 9/4/20 MATERIAL = .1875" 316 SS NO FINISH TOLERANCE +/- .03 CROSS PATTERN SLOTS			
168	ea	\$41.88		\$7,035.84
	LEAD TIME 3-4 WEEKS		Total:	\$7,035.84
	THANK YOU FOR THE INQUIRY! WE APPRECIATE THE OPPORTUNITY TO QUOTE!			

08 September 2020

In Reply Refer To: QUS200141



See the possibilities

Attention: Sean Staehli
Rolando Sevilla

Kapsch TrafficCom North America
7701 Metropolis Dr. Building 14
Austin, TX 78744

Subject: Fixed Price Quotation for JAI Traffic Solutions
products in support of your CTRMA SH290 project.

Reference: Your request for WO-154, GP0000005545-001

Gentlemen,

In response to your request, JAI Traffic Solutions is pleased to submit
this fixed price quotation in support of your on-going SH290 project.

The pricing outlined herein shall remain valid until 10/08/20. This
Quotation consists of this cover letter along with the enclosed Pricing
Summaries and [Terms of Sale and Delivery].

Thank you for your continued support and consideration. Should you
have any questions, please feel free to contact Frank Long at (630) 293-
9377.

Thank You and Best Regards,

Frank Long
Traffic Solutions Manager, USA
JAI Traffic Solutions
(630) 293-9377

JAI Inc.
6800 Santa Teresa Blvd
Suite 175
San Jose, CA 95119
USA

Toll-free phone
+1 800 445-5444
Phone
+1 408 383-0300
Fax
+1 408 383-0301

www.jai.com

ISO 9001:2000 certified

JAI Proprietary Information

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the
Written Permission of JAI, Inc.

SH290 VES System - Pricing Summary:
Table 1 -Lane Hardware equipment & Spares:

Item	Qty	Model	Description	Unit Price (US \$)	Total Price (US \$)
01	84	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, including: Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$541,800
02	84	TNL-50	JAI SAP P/N: 31015651 TNL-50 Blue LED Flash for ORT Lane illumination	\$1,700	\$142,800
Recommended Spares:					
03	8	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$51,600
04	10	EIO-303	JAI P/N: 20009593 IO board for the VISCAM 1000 camera(s).	\$700	\$7,000
			Total Hardware Fixed Price		\$743,200

JAI Proprietary Information

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the Written Permission of JAI, Inc.



Notes:

1. Above prices are for SH290 only and apply to your VES retrofit project ONLY!
2. The above pricing shall remain valid for a period of thirty (30) days from the date of this submittal and is conditioned upon the Conditions of Sale outlined below.

JAI Proprietary Information

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the Written Permission of JAI, Inc.

TERMS OF SALE AND DELIVERY OF JAI INC.,
(“JAI”), 625 RIVER OAKS PARKWAY, SAN JOSE, CA 95134, USA

These Terms of Sale and Delivery (the “Standard Delivery Terms”) is part of the Agreement and shall apply to any Product sold and any Support provided by JAI to a purchaser (the “Purchaser”). In case of any differences between these Standard Delivery Terms and the general terms of the Purchase Order, these Standard Delivery Terms and any other of JAI’s standard terms referred to in the Agreement shall prevail unless otherwise expressly agreed in writing.

1. Definitions:

The following expressions shall have the following meanings:

“**Agreement**” means JAI’s quotation to the Purchaser, the Purchaser’s order, JAI’s confirmation of the Purchaser’s order and any of JAI’s standard terms referred to by JAI in its quotation and/or order confirmation.

“**Hardware**” means all goods acquired by the Purchaser under the Agreement, save for the Software.

“**Product**” means any Hardware and any Software.

“**Software**” means any software acquired by the Purchaser under the Agreement.

“**Standard Test Procedures**” are the latest released test procedures used by JAI production department.

“**Support**” means any support provided by JAI to the Purchaser according to the Agreement.

2. Product Information and Prices:

Data in product information are binding only to the extent that they are by reference expressly included in the Agreement. Technical documents, quotation or other price information concerning the Product may not be used by Purchaser for any other purpose than for which they were submitted and may not be communicated to a third party.

3. Validity of offers, etc.:

Where no specific term or acceptance of an order is indicated, the term of acceptance shall be 30 days from the date of JAI’s quotation to the Purchaser.

The Agreement shall be deemed legally entered into with binding effect between JAI and the Purchaser as per the date of JAI’s confirmation of the Purchaser’s order (date of the Agreement).

4. Test:

Prior to delivery of Hardware JAI will conduct a test of the Hardware at JAI’s facilities in accordance with JAI’s Standard Test Procedures and specifications applicable. Upon mutual agreement between JAI and Purchaser the test may derogate from the Standard Test Procedures, provided that Purchaser defrays all additional costs in relation to the test.

5. Delivery:

The Product is delivered in accordance with the following terms:

–“**FOB**” (California Commercial Code), JAI (with respect to deliveries to Purchasers domiciled within the United States),

–“**Ex Works**” (Incoterms 2000), JAI (with respect to deliveries to Purchasers domiciled outside the United States). Delivery date shall be the date set out in the Purchase Agreement and shall be considered punctual where effected either on or within 30 days after the date of delivery set out in the Agreement. If no delivery date is stated in the order from the Purchaser, then the delivery date set out in JAI’s confirmation of the Purchaser’s order shall apply.

In the event that a delivery from JAI is delayed, the Customer will without undue delay be informed in writing about a new expected delivery date. Where JAI fails to deliver in time on the expected delivery date, the Purchaser may request in writing that delivery be effected and stipulate a last, reasonable time limit of not less than 14 days. If JAI fails to deliver within the stipulated time limit, and this is not due to circumstances, for which the Purchaser can be held liable, the Purchaser shall be entitled to rescind the Agreement by written notification to JAI with respect to such part of the Product that cannot be put to the intended use.

JAI shall not be liable for any direct or indirect damages that the Purchaser may encounter or suffer as a result of late delivery of the Products and the Purchaser shall in no event be entitled to claim compensation for any default on the part of JAI, irrespective of whether such a default is attributable to JAI.

JAI shall not be liable for defects caused by occurrences after the risk in the Hardware has passed to the Purchaser.

6. Payment Terms:

All prices quoted by JAI are in US Dollars, exclusive of VAT and any other direct or indirect taxes, duties or levies chargeable on the Product. The agreed purchase price shall be payable in cash upon delivery.

In the event of delayed payments an interest of the lesser of (i) two (2) % per commenced month or (ii) the highest rate permitted by applicable law is accrued and JAI is entitled to withhold any other orders placed and/or part deliveries not yet effected until the Purchaser has settled all outstanding amounts with JAI (including interest). If outstanding amounts are not fully settled by Purchaser three months after the due date, JAI may rescind the Agreement immediately and without prior notice.

7. Retention of Title:

The Product shall remain JAI’s property until the full purchase price, including interest and costs, as well as all claims with respect to transportation, and any amounts to which JAI is entitled pursuant to the parties’ contractual relationship, have been settled in full.

8. Support:

JAI provides support to the Purchaser for all Hardware sold. The support will be provided subject to availability of the support engineer and consists of the following:

- a) Data sheet, product manuals, installation manuals and interface manuals are available from the JAI WEB.
- b) Telephone support within normal office hours regarding technical matters related to operation and maintenance of the Hardware.
- c) Email support is provided based on receipt of a detailed description of the question/problem. A reply can normally be expected within 72 hours.
- d) Unless covered by separate agreement between the Purchaser and JAI (e.g. JAI’s Standard Terms of Camera Interface Software Development Support), assistance regarding interface software used in connection with the Hardware is provided on an hourly basis calculated on actual hours used at US \$ 225 per hour subject to availability of our software engineer.
- e) The hourly rate for support engineers is US \$ 175 per hour subject to availability of support engineer.
- f) Any travel expenses will be charged at cost plus 15%

JAI reserves the right to change, at any time, all prices in this clause 8 without prior notice to the Purchaser and the prices set forth in this clause 8 are subject to such subsequent changes.

9. LIMITED WARRANTY:

THE LIMITED WARRANTY UNDERTAKEN BY JAI IN THIS CLAUSE 9 IS ONLY MADE IN RESPECT OF THE HARDWARE. JAI’S LIABILITY IN RESPECT OF SOFTWARE IS INCLUDED IN THE LICENSE TERMS. JAI WARRANTS THAT THE DELIVERED HARDWARE SHALL BE MANUFACTURED IN ACCORDANCE WITH GOOD WORKMANSHIP AND THAT

IT HAS PASSED THE TEST IN ACCORDANCE WITH THE APPLICABLE STANDARD TEST PROCEDURES. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAVE AS EXPRESSLY WARRANTED ABOVE IN THIS CLAUSE 9, THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE HARDWARE IS WITH THE PURCHASER. JAI SHALL IN NO EVENT BE ACCOUNTABLE FOR DEFECTS OR OTHER MATTERS RELATING TO THE PURCHASER’S OWN IT PLATFORM OR THE INTEGRATION OR INTERACTION BETWEEN THE HARDWARE AND THE PURCHASER’S OWN IT PLATFORM.

THE PURCHASER SHALL EXAMINE THE HARDWARE UPON RECEIPT AND ANY ALLEGED BREACH OF WARRANTY SHALL BE NOTIFIED TO JAI WITHIN 14 DAYS THEREAFTER. THE NOTICE SHALL CONTAIN A DESCRIPTION OF HOW THE ALLEGED BREACH MANIFESTS ITSELF. IF THE PURCHASER FAILS TO NOTIFY JAI IN WRITING WITHIN THE TIME LIMIT SET FORTH ABOVE, HE SHALL FORFEIT HIS RIGHT TO MAKE ANY CLAIM UNDER THIS WARRANTY. REMEDY OF THE DEFECT SHALL TAKE PLACE WITHOUT ANY UNDUE DELAY AT JAI’S PREMISES. TRANSPORT FROM PURCHASER TO JAI SHALL BE AT PURCHASER’S ACCOUNT AND RISK, WHILE TRANSPORTATION FROM JAI TO PURCHASER SHALL BE AT JAI ACCOUNT AND PURCHASER’S RISK.

IF JAI FAILS TO TAKE CORRECTIVE MEASURES WITHIN A REASONABLE PERIOD OF TIME AFTER HAVING RECEIVED THE DEFECT PARTS, THE PURCHASER MAY BY WRITTEN NOTICE REQUIRE JAI TO DO SO WITHIN A REASONABLE TIME NOT LESS THAN 14 DAYS.

THE SOLE LIABILITY OF JAI FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF NON-PERFORMING PARTS OF THE HARDWARE WITHIN A REASONABLE TIME. JAI IS ONLY LIABLE FOR DEFECTS, WHICH APPEARS UNDER THE CONDITIONS OF OPERATION SET OUT IN DOCUMENTATION PROVIDED BY JAI TO PURCHASER AND UNDER PROPER USE OF THE HARDWARE.

JAI’S LIABILITY DOES NOT COVER ORDINARY WEAR AND TEAR OR DETERIORATION. THE WARRANTY IN THIS CLAUSE 9 EXPIRES 12 MONTHS AFTER THE DELIVERY OF THE HARDWARE.

10. GENERAL LIMITATIONS:

OF LIABILITY JAI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE PRODUCT, INCLUDING ANY PRODUCT LIABILITY, AND/OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF DATA OR DATA BEING RENDERED INACCURATE (INCLUDING WITHOUT LIMITATION IN THE EVENT OF (I) FOUL WEATHER CONDITIONS (E.G. FOG, RAIN OR SNOW), (II) POWER CUT AND (III) FAILURE TO COMMUNICATE WITH GPS SATELLITE), LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE PURCHASER OR THIRD PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.

THE RESTRICTIONS IN JAI’S LIABILITY PROVIDED FOR IN THIS CLAUSE 10 SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE ON JAI’S PART. HOWEVER, JAI AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE PURCHASER TO JAI PURSUANT TO THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE PURCHASER BECOMING AWARE OF THE BASIS FOR A CLAIM AGAINST JAI.

11. Indemnification:

The Purchaser shall indemnify and hold harmless JAI and its affiliates, officers, directors, employees and shareholders against and from all claims, demands, suits, costs (including reasonable attorneys’ fees), and actions in each case with respect to damages to property or injuries to persons that may be sustained by any third party and that are asserted against such an indemnified party on the basis of a defect in the manufacture or supply of the Products.

12. Force Majeure:

JAI shall not be liable for the following causes or events where such causes or events hinder the performance of the Agreement or make the performance thereof unreasonably onerous to JAI: Industrial disputes and any other cause or event beyond JAI’s control, including, but not limited to, fire, war, mobilizations or calling up for military service to a similar extent, riots, commotions, requisitions, confiscation, exchange control restrictions, transport hindrances, power restrictions, embargoes on imports or exports and defects or delays in deliveries on the part of subcontractors caused and labour disputes.

Notwithstanding the above, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than four (4) months by reasons of the force majeure as described in this clause 12.

13. Export Control:

Purchaser acknowledges that the Products are subject to regulation by agencies of the U.S. Government, which prohibits export or diversion of certain products and technology to certain countries. Any and all obligations of JAI to provide the Products or technical assistance related to the Products is subject in all respects to such United States laws and regulations as shall from time to time govern the sale and delivery of products abroad by persons subject to the jurisdiction of the United States. Purchaser will comply with the Export Administration Regulations and other United States laws and regulations governing exports in effect from time to time and, without limiting the above, Purchaser shall not export or re-export, or otherwise provide, the Products or any technical data related thereto to any country, or to a national of any country, as to which the U.S. Government has placed an embargo against the shipment of Products.

14. General:

Entire Agreement: These Standard Delivery Terms and the documents referred to herein, including without limitation the Agreement (together the “Transaction Documents”) constitute the entire agreement and understanding between JAI and Purchaser with respect to the subject matter of the Transaction Documents and supersedes all prior agreements and understandings, whether oral or written.

Amendment: Unless otherwise expressly stated herein, these Standard Delivery Terms may not be amended without the written consent of both parties.

Waiver: The waiver or failure of either party to exercise any right provided for in these Standard Delivery Terms shall not be deemed a waiver of any further right hereunder.

Assignment: Neither party may assign its rights or obligations under these Standard Delivery Terms except in the context of a merger, sale of substantially all assets or like transaction.

15. Applicable Law and Venue:

The Agreement (including for the avoidance of doubt these Standard Delivery Terms between JAI and the Purchaser) shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. Any disputes or claims arising out of or in connection with the Agreement shall be heard exclusively in the federal and state courts located in Santa Clara County, California. The losing party in a dispute shall pay the prevailing party’s reasonable legal fees.



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Line	Product	Quantity	Available	Price	Total
1	8862T29 Galvanized Steel U-Bolt, 3/8"-16 Thread Size, 2-7/16" ID, packs of 1	400 packs	today	3.01 per pack	1,204.00
2	98970A131 Hot-Dipped Galvanized Steel Washer, USS, 3/8" Screw Size, 0.438" ID, 1" OD, packs of 100	8 packs	today	6.97 per pack	55.76
3	95160A220 Hot-Dipped Galvanized Steel Split Lock Washer for 3/8" Screw Size, 0.385" ID, 0.705" OD, packs of 100	8 packs	today	10.96 per pack	87.68
4	90371A031 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 3/8"-16 Thread Size, packs of 100	16 packs	today	10.81 per pack	172.96
5	93190A546 Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw, 1/4"-20 Thread Size, 1-1/2" Long, Fully Threaded, packs of 10	80 packs	today	4.23 per pack	338.40
6	98970A129 Hot-Dipped Galvanized Steel Washer, USS, 1/4" Screw Size, 0.312" ID, 0.75" OD, packs of 100	8 packs	today	3.05 per pack	24.40
7	95160A210 Hot-Dipped Galvanized Steel Split Lock Washer for 1/4" Screw Size, 0.26" ID, 0.487" OD, packs of 100	8 packs	today	4.67 per pack	37.36
8	90371A029 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 1/4"-20 Thread Size, packs of 100	16 packs	today	5.40 per pack	86.40
				Merchandise	\$2,006.96

Notes

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

RESOLUTION NO. 20-085

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY SUBORDINATE LIEN REVENUE BONDS (COLLECTIVELY, THE “TIFIA BONDS”), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE; APPOINTING AN AUTHORIZED OFFICER TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS AND THE FORM OF THE TIFIA BONDS, APPROVE AND AUTHORIZE THE TERMS AND CONDITIONS OF A LOAN AGREEMENT PERTAINING TO THE TIFIA BONDS AND TO EXECUTE AND DELIVER SUCH LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE 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 and other applicable law, 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, Chapter 1371, Texas Government Code (“Chapter 1371”) 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”), each 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; (xii) Twenty-First Supplemental Trust Indenture (the “Twenty-First Supplement”), between the Authority and the Trustee and dated as of January 1, 2020; and (xiii) Twenty-Second Supplemental Trust Indenture (the “Twenty-Second Supplement”) and Twenty-Third Supplemental Trust Indenture (the “Twenty-Third Supplement”), each between the Authority and the Trustee and dated as of September 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, the Twenty-First Supplement, the Twenty-Second Supplement, the Twenty-Third Supplement, the Twenty-Fourth Supplement (as hereinafter defined), and the Twenty-Fifth Supplement (as hereinafter defined), is referred to herein as the “Indenture”); and

WHEREAS, Sections 301, 302, 706, 708, 1001 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 Subordinate Lien Obligations, and to include in such supplemental indentures the terms of such Additional Subordinate Lien Obligations 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, the Authority is in the process of issuing and delivering its (i) Senior Lien Revenue Bonds, Series 2020E (the "Series 2020E Bonds") pursuant to that certain Twenty-Fourth Supplemental Trust Indenture (the "Twenty-Fourth Supplement"), between the Authority and the Trustee and dated as of November 1, 2020, which Twenty-Fourth Supplement is expected to be executed and delivered on November 19, 2020, (ii) Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (the "Series 2020F BANs") pursuant to that certain Twenty-Fifth Supplemental Trust Indenture (the "Twenty Fifth Supplement"), between the Authority and the Trustee and dated as of November 1, 2020, which Twenty-Fifth Supplement is expected to be executed and delivered on November 19, 2020, and (iii) Subordinate Lien Revenue Refunding Bonds, Series 2020G (the "Series 2020G Bonds") pursuant to the Twenty-Fifth Supplement; and

WHEREAS, the Authority has previously issued and has Outstanding its (i) Subordinate Lien Revenue Bond, Taxable Series 2015C (the "Series 2015C Bond") and (ii) Subordinate Lien Revenue Bond, Taxable Series 2019 (the "Series 2019 Bond" and, together with the Series 2015C Bond, the "Prior TIFIA Bonds"); and

WHEREAS, the Board of Directors (the "Board") of the Authority has determined to refinance, refund and redeem all of the Outstanding Prior TIFIA Bonds; and

WHEREAS, pursuant to the Act, the Board has determined to issue one or more series of its Subordinate Lien Revenue Bonds (collectively, the "TIFIA Bonds") pursuant to the Master Indenture and a Twenty-Sixth Supplemental Trust Indenture (the "Twenty-Sixth Supplement"), dated as of the date specified in the Award Certificate (as hereinafter defined), and being 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, in connection with the issuance and delivery of the TIFIA Bonds, the Board further desires to authorize the execution and delivery of a TIFIA Loan Agreement (the "TIFIA Loan Agreement"), between the Authority and the United States Department of Transportation ("USDOT"), in substantially the form attached as Exhibit A to the Twenty-Sixth Supplement; and

WHEREAS, the Board has been presented with and examined the proposed form of the Twenty-Sixth Supplement and the Board finds that the form and substance of such document is 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 TIFIA Bonds and to authorize the execution and delivery of such documents; 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 TIFIA Bonds, as provided herein, and to make such determinations and findings as may be required by the Twenty-Sixth Supplement and to carry out the purposes of this Resolution and execute an Award Certificate setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the TIFIA Bonds; and

WHEREAS, the Board desires to authorize the execution and delivery of the Twenty-Sixth Supplement, providing for the issuance of and setting forth the terms and provisions relating to the TIFIA Bonds, to be issued as Additional Subordinate Lien Obligations, and the pledge and security therefor, in the substantially final form of the Twenty-Sixth Supplement; and

WHEREAS, the TIFIA Bonds 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 the Twenty-Sixth Supplement; and

WHEREAS, the Board desires to provide for the issuance of the TIFIA Bonds in accordance with the Master Indenture and the Twenty-Sixth Supplement, and to authorize the execution and delivery of the Twenty-Sixth Supplement and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

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 and the Twenty-Sixth Supplement.

(b) The Board has found and determined that the TIFIA Bonds may be issued as Additional Subordinate Lien Obligations as designated by the Authorized Officer (as defined herein) in the Award Certificate (the "Award Certificate"), 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 TIFIA Bonds for the purposes specified herein is in the best interest of the Authority.

ARTICLE II

ISSUANCE OF TIFIA BONDS; APPROVAL OF DOCUMENTS

Section 2.1. Issuance, Execution and Delivery of TIFIA Bonds; Approval of the Twenty-Sixth Supplement. The Authority hereby authorizes, approves and directs the issuance of

the TIFIA Bonds in accordance with the terms of this Resolution, the Master Indenture and the Twenty-Sixth Supplement, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Twenty-Sixth 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 the Twenty-Sixth Supplement and the Secretary is hereby authorized to attest the signature of the Authorized Officer.

Section 2.2. The Issuance of the TIFIA Bonds. The issuance, execution and delivery of the TIFIA Bonds, which shall be issued in the aggregate principal amount and bearing interest in accordance with the terms of the Twenty-Sixth Supplement, all as determined by the Authorized Officer and set forth in the Award Certificate, for the purposes of (i) financing a portion of the Costs of the 2020 Project (as defined in the Twenty-Sixth Supplement) and refinancing Costs of the 2020 Project funded with the proceeds of the Series 2020F BANs, and (ii) refinancing the Prior TIFIA Bonds, all pursuant to and in accordance with the Master Indenture and the Twenty-Sixth Supplement, are hereby authorized and approved. The TIFIA Bonds may be issued in one or more series, subseries or tranches, or any combination thereof; may have such designation or designations; and may have such other terms and provisions as are determined by the Authorized Officer and set forth in the Award Certificate. The Award Certificate may make reference to the TIFIA Loan Agreement described in Section 2.3 relating to the TIFIA Bonds for any of the terms and provisions of the TIFIA Bonds.

Section 2.3. Approval and Execution of TIFIA Loan Agreement. The terms and provisions of the TIFIA Loan Agreement, in substantially the form presented at this meeting, are 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 and deliver the TIFIA Loan Agreement.

ARTICLE III

APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

Section 3.1. 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 the Twenty-Sixth Supplement. The Authorized Officer is hereby authorized and directed to execute the Award Certificate setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the Twenty-Sixth Supplement.

Section 3.2. 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 TIFIA Bonds, whether the TIFIA Bonds will be issued in one or more series, subseries or tranches, or any combination thereof, the dated date for the Twenty-Sixth Supplement, the dated date for the TIFIA Bonds, the price at which the TIFIA Bonds will be sold, any different or additional designation or title of the TIFIA Bonds, the aggregate principal amount and maturity

dates for the TIFIA Bonds, the per annum interest rates for the TIFIA Bonds, the redemption and prepayment provisions, dates and prices for the TIFIA Bonds, the final form of the TIFIA Bonds and such other terms and provisions that shall be applicable to the TIFIA Bonds, to approve the final terms and provisions of the Twenty-Sixth Supplement and the TIFIA Loan Agreement, and additional or different numbering or designation of the Twenty-Sixth Supplement, and to make such findings and determinations as are otherwise authorized herein or as may be required by the Twenty-Sixth Supplement and the TIFIA Loan Agreement to carry out the purposes of this Resolution and to execute the Award Certificate 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 TIFIA Bonds; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the TIFIA Bonds to be issued shall not exceed \$490,000,000; and
- (ii) the TIFIA Bonds shall not bear interest at an initial rate greater than 4.0%;
and
- (iii) the refinancing of the Outstanding Prior TIFIA Bonds shall result in a debt service savings;

all based on the terms, conditions and provisions negotiated by the Authority for the TIFIA Bonds.

Section 3.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article III of this Resolution shall expire at 5:00 p.m. Central Time on November 15, 2021, unless otherwise extended by the Board by separate Resolution. If an Award Certificate is executed prior to 5:00 p.m. Central Time on November 15, 2021, the TIFIA Bonds may be delivered to USDOT after such date.

ARTICLE IV

APPROVAL OF SALE OF TIFIA BONDS

Section 4.1. Approval of Execution and Delivery of TIFIA Bonds. The execution and delivery of the TIFIA Bonds to USDOT in the aggregate principal amount, maturing on the dates, bearing interest at the rates, and with the terms and provisions set forth in the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement, as determined by the Authorized Officer, is hereby authorized and approved. The Authorized Officer is hereby authorized to approve the final terms and provisions of the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement and to execute and deliver the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

Section 4.2. Best Terms Available. The Authorized Officer is hereby authorized to make findings in the Award Certificate to the effect that the prices, maturity dates, interest rates and other terms and provisions of the TIFIA Bonds, as negotiated by the Authority, are the best terms reasonably available and advantageous to the Authority, as determined by the Authorized Officer.

ARTICLE V

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

Section 5.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the TIFIA Bonds shall be used for the purposes set forth in and in accordance with the terms and provisions of the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement. The deposit and application of the proceeds from the sale of the TIFIA Bonds shall be set forth in a Letter of Instruction of the Authority executed by the Authorized Officer.

Section 5.2. 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, without limitation, amendments, modifications, supplements, waivers 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, notices 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, the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement.

Section 5.3. 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 TIFIA Bonds in accordance with the terms of the Master Indenture and the Twenty-Sixth 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 VI

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 6.1. 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, a transcript of the legal proceedings relating to the issuance, sale and delivery of the TIFIA Bonds 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 record of proceedings for the TIFIA Bonds to the Attorney General of the State of Texas for examination and approval of such TIFIA Bonds, 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 TIFIA Bonds shall be delivered to the Trustee for delivery to USDOT upon satisfaction of the requirements of the Indenture and the Twenty-Sixth Supplement.

Section 6.2. 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 TIFIA Bonds and for all other Authority activities.

Section 6.3. 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 and consultants in connection with the issuance of the TIFIA Bonds are hereby approved, ratified and confirmed.

Section 6.4. 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 Twenty-Sixth Supplement with respect to the investment of proceeds of the TIFIA Bonds and other funds of the Authority.

Section 6.5. 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 whether the TIFIA Bonds will be issued as a taxable bond or a tax-exempt bond 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 VII

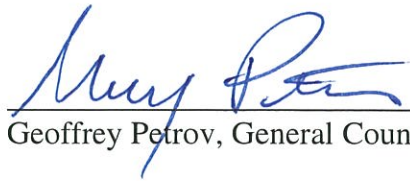
GENERAL PROVISIONS

Section 7.1. Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and either of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the TIFIA Bonds herein authorized.

Section 7.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

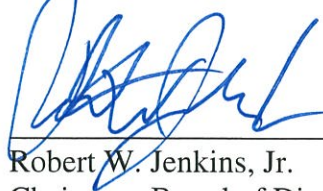
Adopted, passed and approved by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

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. 20-086

**APPROVING A CONTRACT WITH RS&H INC. FOR CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE 183A PHASE III PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) has a need for construction engineering and inspection services for the 183A Phase III Project; and

WHEREAS, by Resolution No. 20-073, dated October 28, 2020, Board of Directors selected RS&H Inc. for the award of a professional services contract for construction engineering and inspection services on the 183A Phase III Project following a procurement conducted in accordance with Mobility Authority policies and the Profession Services Procurement Act; and

WHEREAS, the Board of Directors authorized the Executive Director to negotiate a contract with RS&H Inc for construction engineering and inspection services on the 183A Phase III Project on behalf of the Mobility Authority, and directed him to present the proposed contract to the Board for its approval once an agreement has been reached; and

WHEREAS, the Executive Director and RS&H Inc. have negotiated a contract for construction engineering and inspection services for the 183A Phase III Project in an amount not to exceed \$20,969,549; and

WHEREAS, the Executive Director recommends that approval of the proposed contract with RS&H Inc. in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the contract with RS&H Inc. for construction engineering and inspection services for the 183A Phase III Project in an amount not to exceed \$20,969,549, and authorizes the Executive Director to finalize and execute the contract on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

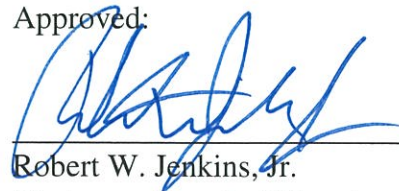
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

MASTER CONTRACT

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (the Contract) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the Authority) and RS&H, Inc. having its principal business address at 10748 Deerwood Park Blvd. South, Jacksonville, Florida 32256 (the Engineer).

WITNESSETH

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

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

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

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

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES

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

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

**ARTICLE 2
CONTRACT PERIOD**

This Contract becomes effective when fully executed by all parties hereto and it shall terminate at Final Acceptance, unless extended by a Supplemental Work Authorization from the Executive Director or his designee establishing a new term.

**ARTICLE 3
COMPENSATION**

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

A. Maximum Amount Payable. The total amount payable under the Contract without modification is an amount not to exceed **\$20,969,549**.

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

(1) Cost-Plus

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

Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + Profit %, in decimal form)

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

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

The actual annual salaries for all Key Team Members and employees anticipated to work a minimum of 40 hours/month will be set as of the Contract execution. Revisions to actual annual salaries billed to the Authority may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, are limited to no more than a 3% increase per year and are subject to the written approval of the Executive Director or his designee. Actual annual salaries billed to the Authority in excess of the 3% annual increase

threshold will be considered only on a case by case basis and shall be approved by the Executive Director or his designee in writing.

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

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

(2) Unit Cost

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

(3) Lump Sum

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

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

The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering,

of the proportion of the total Services completed during the billing period to the Lump Sum amount.

(4) Specified Rate

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

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

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

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

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

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

C. Limitations on Rates Utilized. The Engineer represents that at all times, subject to the limitations on timing and approval in Article 2, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR Part 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the Services; that the Direct Labor Costs shall not exceed the caps reflected in Attachment B and shall be based on actual salary amounts for the individuals performing the Services.

D. Reimbursable Expenses. Notwithstanding the foregoing, and subject to the limitations herein, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the approved overhead rate, said expenses being limited to travel costs at the Current State Rate, printing costs for specified reports and deliverables, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or subconsultant, and other expenses

directly approved, in advance, by the Executive Director or his designee (collectively, "Reimbursable Expenses"). Except as otherwise authorized in an executed Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection, such costs incurred by the Engineer to bring to its local office or the Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff member providing services of the type described in this Contract. Roadway tolls incurred by Engineer or any of its subconsultants in connection with the performance of the Services will not be a reimbursable expense under this Contract.

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

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

E. Subconsultants. For the purposes of this Contract, a "subconsultant" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Authority under this Contract. The Engineer may engage a subconsultant to provide services, and the Authority will reimburse the Engineer for the Engineer's cost of engaging the subconsultant for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment B), to the Authority's Director of Engineering before the Services are provided, and the Authority's Director of Engineering has provided to the Engineer a written approval for the Services and the proposed price. If an approved subconsultant bills on an hourly rate, each invoice from the subconsultant submitted to the Authority for reimbursement must report the tasks performed by each billing person and the amount of time spent performing the task. The Engineer may not charge a mark-up or commission on a subconsultant's invoice, and the Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subconsultant that was approved by the Authority's Director of Engineering.

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

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

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

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

ARTICLE 4 INVOICE REQUIREMENTS

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

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

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

C. Time and Place of Payment. Upon receipt of an invoice that complies with all invoice requirements set forth in this Contract, the Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through an agreement

between TxDOT and the Authority, the Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Authority disputes a request for payment by the Engineer, the Authority agrees to pay any undisputed portion of the invoice when due. The basis for any such dispute must be stated in writing within thirty (30) days after the Authority's receipt of the monthly invoice.**

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

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

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

Engineering and/or GEC will return it to the Engineer for required correction.

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

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

ARTICLE 5 WORK AUTHORIZATIONS

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

B. Contents. Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subarticle 5.C.; and (6) DBE/HUB Requirements. The Engineer shall not include additional contract terms and conditions in the Work Authorization.

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

exceed) amount or unit or lump sum cost and the total cost or price of the work as defined in the scope of Services.

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

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Executive Director or his designee of any event that will affect completion of the Work Authorization in accordance with the terms thereof.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization to be approved by the Executive Director or his designee. Supplemental Work Authorizations, if required, must be executed by both parties. The Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Executive Director or his designee shall take such time as it deems necessary, in his sole discretion, to review the Supplemental Work Authorization.

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

(2) More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Executive Director or his designee. The Executive Director or his designee, at his sole discretion, may extend the Work Authorization period by execution of a Supplemental Work Authorization.

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

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

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit the deliverables as specified in the executed Work Authorization and updated project schedule to the Executive Director or his designee for review and acceptance.

ARTICLE 6 PROGRESS

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

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

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

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

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

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

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

**ARTICLE 7
SUSPENSION OF WORK AUTHORIZATION**

A. Notice. Should the Executive Director or his designee desire to suspend a Work Authorization (or a portion of the work authorized thereunder) but not terminate the Contract, the Executive Director or his designee may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

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

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

**ARTICLE 8
CHANGES IN WORK**

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

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

**ARTICLE 9
OWNERSHIP OF DATA**

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

B. Ownership of Plans. Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority.

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

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

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

E. Release of Design Plan. The Engineer: (1) will not release any design plan created or collected under this Contract except to its subconsultants as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subconsultants, including costs, damages, or other liability resulting from improper

use. Neither the Engineer nor any subconsultants may charge a fee for any portion of the design plan created by the Authority.

ARTICLE 10 PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

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

ARTICLE 11 PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

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

ARTICLE 12 SUBCONTRACTING

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

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

C. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subconsultants in accordance with the terms of the subcontract.

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

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

ARTICLE 13 INSPECTION OF WORK

A. Review Rights. Under this Contract, the Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Authority, TxDOT, or

the U.S. Department of Transportation, shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

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

ARTICLE 14 SUBMISSION OF REPORTS

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

ARTICLE 15 VIOLATION OF CONTRACT TERMS

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

B. Remedies. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

ARTICLE 16 TERMINATION

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

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Executive Director or his designee by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 23, Gratuities, or DBE/HUB Requirements;
- (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;

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

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

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

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

D. Calculation of Payments. The Executive Director or his designee shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. Nothing herein shall preclude the Executive Director or his designee from offsetting against amounts earned for work completed prior to termination costs resulting from the termination or the circumstances leading to the termination.

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

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

ARTICLE 17 COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without

limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

ARTICLE 18 INDEMNIFICATION

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

ARTICLE 19 ROLE OF GENERAL ENGINEERING CONSULTANT (GEC)

The Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Authority to provide the management and technical direction for this Contract on behalf of the Authority, provided that the GEC is not an agent of the Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Executive Director or his designee, unless otherwise specified; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Executive Director or his designee with its comments and recommendations.

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

ARTICLE 20
ENGINEER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Engineer any

fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

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

ARTICLE 22 INSURANCE

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

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

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

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

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

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

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

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

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

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

The insurance carrier shall include in each of the insurance policies required under subarticles 22.A. through F., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

H. Subconsultant. In the event a subconsultant selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in subarticles 22.B., D., and F. above, Engineer may provide to the Executive Director or his designee an explanation of coverages that a subconsultant does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subconsultant, and an acknowledgement that the Engineer remains liable for the work performed under the Contract, including that performed by the subconsultant. The Executive Director or his designee may decide, in its sole discretion, whether to accept the coverages available to the subconsultant, and may condition its acceptance, if granted, on satisfactory evidence that Engineer will remain liable for work performed by the subconsultant and that Engineer’s insurance will cover the work, actions, errors and omissions of the subconsultant

ARTICLE 23 GRATUITIES

A. Employees Not to Benefit. Authority policy mandates that the director, employee or agent of the Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only

exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Authority.

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

ARTICLE 24
DISADVANTAGED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILIZED BUSINESS
REQUIREMENTS

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

ARTICLE 25
CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

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

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

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

ARTICLE 26
MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

B. Availability. The Authority shall have the exclusive right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last.

The Authority or any of its duly authorized representatives, TxDOT, FHWA, the United States Department of Transportation Office of Inspector General, and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 27

CIVIL RIGHTS COMPLIANCE

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

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

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

D. Information and Reports. The Engineer shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

**ARTICLE 28
PATENT RIGHTS**

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

**ARTICLE 29
DISPUTES**

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

B. Disputes Concerning Work or Cost. The Executive Director of the Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the provisions of Article 29 in proceeding with such disputes.

**ARTICLE 30
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 31
SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 32
PRIOR CONTRACTS SUPERSEDED**

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

**ARTICLE 33
CONFLICT OF INTEREST**

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

Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Authority's interests.

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

(1) a person required to register as a lobbyist under Chapter 305, Government Code

(2) a public relations firm

(3) a government consultant

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

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

ARTICLE 34 ENTIRETY OF AGREEMENT

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

ARTICLE 35 SIGNATORY WARRANTY

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

ARTICLE 36 NOTICES

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

In the case of the Engineer:

Kirk Fauri, PE
RS&H, Inc.
8420 N MoPac Expy, #300
Austin, TX 78759
kirk.fauri@rsandh.com

In the case of the Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: mstein@ctrma.org

with a copy to:

Robert Goode, Deputy Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: rgoode@ctrma.org

Justin Word, Director of Engineering
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: jword@ctrma.org

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

**ARTICLE 37
BUSINESS DAYS AND DAYS**

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

**ARTICLE 38
INCORPORATION OF PROVISIONS**

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

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

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any

conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

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

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

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)

(Signature)

Douglas G. Geiger, PE
(Printed Name)

Mike Heiligenstein
(Printed Name)

Sr. Vice President
(Title)

Executive Director
(Title)

(Date)

(Date)

Attachments to Contract for Professional Services

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

Attachment A
Scope of Services
Provided by the Engineer

The following describes the general scope of services to be provided by the Engineer.

1. Project Controls

The Team shall provide Project correspondence, Record keeper duties, Document control, project scheduling, Contractor draw requests, changes/assessment, Project reporting, and external auditing interface.

2. Construction Engineering

The Team will provide quality control and assurance for the construction of the project through construction engineering and management in accordance with the plans, specifications, and approved Construction Quality Management Plan to be developed by the Team in collaboration with the Authority.

3. Construction Inspections

The Team's inspection team shall perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), stormwater pollution prevention plan and maintenance of traffic to validate that the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract documents.

4. Survey Oversight

Survey oversight is primarily intended as survey quality assurance of the efforts of the Contractor and the Contractor's surveyor.

5. Materials Engineering and Acceptance

Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Authority's Quality Acceptance Program ("QAP"). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.

6. Environmental Compliance

The Team's Environmental Compliance Manager will verify that the project is being constructed in accordance with any environmental agreements and all applicable laws. Deficiencies will be reported, and corrections to those deficiencies verified.

Attachment B
Rate Schedule

183A Phase III CEI Rate Tables

RS&H

RAW RATES	
Job Title	Rate
Project Manager	\$ 84.19
Admin/Clerical II	\$ 25.76
Records Keeper	\$ 54.60
Records Keeper Support	\$ 42.50
Construction Coordinator	\$ 61.06
Scheduler / Schedule Reviewer	\$ 57.00
Senior Roadway Inspector - Lead	\$ 54.64
Environmental Compliance Manager	\$ 43.00
Senior Signal Technician	\$ 38.50
Senior Inspector - Roadway	\$ 37.00
Senior Inspector - Bridge	\$ 37.96
Senior Inspector - Walls (1)	\$ 41.12
Senior Inspector - Walls (2)	\$ 38.50
Inspector - Roadway	\$ 35.00
Inspector - Bridge	\$ 28.00
Inspector - Drainage/Water Quality Ponds (1)	\$ 20.50
Inspector - Drainage/Water Quality Ponds (2)	\$ 28.50

2021 Max Rates	
Position	Max Rate
Project Manager	\$ 88.40
Admin	\$ 27.05
Auditor	\$ 57.33
Records Keeper	\$ 44.65
Construction Coordinator	\$ 64.25
Scheduler	\$ 59.85
Lead Inspector	\$ 57.61
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Inspector	\$ 36.75
Inspector	\$ 36.75
Inspector	\$ 36.75
Inspector	\$ 36.75

183A Phase III CEI Rate Tables

G SYLVA

RAW RATES	
Job Title	Rate
Resident Engineer	\$ 75.00
Senior Inspector - Roadway	\$ 43.00
Senior Bridge Inspector - Lead	\$ 47.00
Senior Inspector - Traffic Control/Environmental	\$ 46.50

2021 Max Rates	
Position	Max Rate
Resident Engineer	\$ 78.75
Senior Inspector	\$ 49.55
Lead Inspector	\$ 57.61
Senior Inspector	\$ 49.55

183A Phase III CEI Rate Tables

BINKLEY & BARFIELD

RAW RATES	
Job Title	Rate
Lead Utility Inspector	\$ 46.93

2021 Max Rates	
Position	Max Rate
Senior Inspector	\$ 49.55

183A Phase III CEI Rate Tables

RODRIGUEZ ENGINEERING LABORATORIES, LLC

CONTRACT BILLING RATES		
	Job Title	Rate
	PM/Senior Materials Engineer	\$ 173.00
	Field Inspector/Sr. Engineering Technician	\$ 76.50
	Professional Staff/Clerical	\$ 58.00
	Field Inspector/Engineering Technician	\$ 65.00

183A Phase III CEI Rate Tables

Inland Geodetics

CONTRACT BILLING RATES		
	Job Title	Rate
	Project Manager	\$ 167.00
	RPLS	\$ 163.00
	3-Person Crew	\$ 195.00
	2-Person Crew	\$ 165.00
	Senior Tech	\$ 117.00
	1-Person GPS Crew	\$ 115.00
	Admin	\$ 65.00

183A Phase III CEI Rate Tables

REL Testing

CONTRACT BILLING RATES	
Test Title	Rate
TxDOT Triaxial Classification (TEX-117-E)	\$ 1,550.00
Hamburg Wheel Tracker (Tex 242-F)	\$ 566.00
Moisture Density Relationship (TEX 120-E, Part II) Strength Test	\$ 398.00
Soundness Test (Tex-411-A)	\$ 348.00
Moisture Density Relationship (TEX 120-E, Part II)	\$ 342.00
Moisture Density Relationship (TEX 114-E) Compaction Test	\$ 309.00
Moisture Density Curve (TEX 113-E)	\$ 309.00
Wet Ball Mill (TEX-116-E)	\$ 269.00
Organic Content (Tex-148-E) (218 ea)	\$ 185.00
Resistivity Test (Tex-129-E)	\$ 121.00
Soluble Sulfate Content (Tex-145-E)	\$ 116.00
Boiling Stripping Test (Tex-530-C)	\$ 110.00
Sand Equivalent (Tex-203-F)	\$ 106.00
Sieve Analysis (TEX-110-E)	\$ 87.00
Atterberg Limits (TEX- 104, 105 & 106-E)	\$ 87.00
Indirect Tensile Strength (Tex-226-F)	\$ 73.00
Lab Classification of Soils for Engineering Purposes (Tex-142-E)	\$ 49.00
Soil pH (Tex-128-E)	\$ 47.00
Concrete Cylinder Compressive Strength (Tex-418-A)	\$ 31.50

**ATTACHMENT C
KEY TEAM MEMBERS
183A PHASE III CE&I**

At a minimum the key team members shall consist of the following:

1. Project Manager – Crisanto Peña, PE
2. Resident Engineer – Gilbert Sylva, PE
3. Construction Coordinator – Dustin Doerschlag, PE
4. Records Keeper – Tim Wilhelm
5. Lead Materials Manager – Jose Melendez, PE
6. Senior Bridge Inspector – Danny Cantu, PE
7. Senior Roadway Inspector – Bobby Doherty
8. Environmental Compliance Manager – Billy Benningfield

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1

CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Engineering & Inspection Services (“the Contract”) entered into by and between the Central Texas Regional Mobility Authority (“the Mobility Authority”) and RS&H, Inc. (“the Engineer”) dated _____.

PART I. The Engineer will perform Construction Engineering & Inspection Services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$<Contract Value> and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked and documented as detailed in Exhibits E, and F.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

LIST OF EXHIBITS TO WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget
E	DBE Participation Forms (E-1 through E-7)
F	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Exhibit E Instructions

SUPPLEMENTAL WORK AUTHORIZATION NO. ____

TO WORK AUTHORIZATION NO. ____

CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Engineering & Inspection Services (the “Contract”) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority”) and RS&H, Inc (the “Engineer”) dated _____.

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

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heilgenstein

(Title)

Executive Director

(Date)

(Date)

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

RESOLUTION NO. 20-087

**APPROVING WORK AUTHORIZATION NO. 16 WITH ATKINS NORTH AMERICA,
INC. FOR PROJECT MANAGEMENT AND CONSTRUCTION OVERSIGHT ON THE
183A PHASE III PROJECT**

WHEREAS, by Resolution No. 17-067, dated December 13, 2017, the Board of Directors approved a Master Agreement with Atkins North America, Inc. (Atkins) for general engineering consultant services; and

WHEREAS, on October 15, 2020 the Mobility Authority entered into a construction contract with The Lane Construction Corporation for the 183A Phase III Project; and

WHEREAS, the Mobility Authority anticipates issuing a notice to proceed with construction in March 2021; and

WHEREAS, the Mobility Authority requires general engineering consultant services including project management and construction oversight for the 183A Phase III Project; and

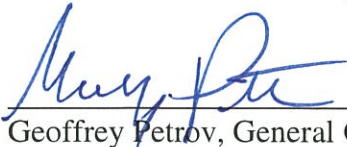
WHEREAS, the Executive Director and Atkins have negotiated proposed Work Authorization No. 16 for general engineering consultant services including project management and construction oversight for the 183A Phase III Project in an amount not to exceed \$7,184,888; and

WHEREAS, the Executive Director recommends the Board approve Work Authorization No. 16 in the form or substantially the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board approves Work Authorization No. 16 in an amount not to exceed \$7,184,888, and hereby authorizes the Executive Director to finalize and execute the work authorization on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

EXHIBIT A
WORK AUTHORIZATION

Work Authorization No.16

This Work Authorization is made as of this ___ day of _____, 2020, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 19th, 2017 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Atkins North America, Inc.** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

183A Phase III
GEC Services – Construction Oversight

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

A.2. The following Services are not included in this Work Authorization but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Services to be Provided by the GEC

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete by Final Acceptance. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete as determined by the Authority.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$7,184,888 based on Attachment B -Fee Estimate. Included in the above fee is compensation for Direct Expenses under this contract which are incurred as part of normal business operations (i.e., Equipment rentals, internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a lump-sum and itemized basis. Profit will be 10% for all services. Compensation shall be in accordance with

the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Not applicable

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 16

Atkins

ATTACHMENT A SERVICES TO BE PROVIDED BY GEC

GENERAL

The work to be performed by the General Engineering Consultant (GEC) will include project management services necessary to oversee the construction of 183A Phase III (hereinafter referred to as the “Project”) through the use of a Design/Bid/Build Contract (hereinafter referred to as the “Contract”). This will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Construction Engineering and Inspection Consultant (“CE&I”) and the construction Contractor.

The GEC will provide support to manage and oversee the CE&I service provider contract.

The GEC will coordinate with the CE&I, the Mobility Authority, the Contractor and other consultants, as directed, acting as an extension of the Mobility Authority’s staff by providing qualified technical and professional personnel, as necessary, to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control the construction under the Contract. Oversight reviews by the GEC will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the Contract. With comments and recommendations provided by the CE&I and GEC, Final Acceptance decisions for construction shall be made by the Mobility Authority staff and coordinated with TxDOT as applicable.

The GEC will maintain core field oversight staff at the Contractor-provided project office to oversee the CE&I in their role of monitoring the contractor; including invoicing and administrative support, for activities required to complete the overall oversight efforts. Non-field personnel will be housed at their regular staffing location. This staff will represent the Mobility Authority’s interests on the Project.

TASK 1 PROJECT MANAGEMENT

The GEC will provide staff to administer, manage, review and coordinate development of the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

1.1 Contracting Support

Complete various Contracting phase efforts associated with the Contractor and CE&I procurement, including:

- Prepare documents for debriefings to be used by the Mobility Authority for proposers to the CE&I procurement.

1.2 TIFIA application and Finance Support

- Issue such certificates as are required to be delivered by the GEC regarding specific scope of the project; estimated capital costs; estimated operations, maintenance, and renewal & replacement costs; and implementation/open to traffic schedule.
- Present the accuracy and reliability of project costs and schedules to the bond rating agencies and insurers during bond sales.
- Support the Mobility Authority with the preparation of a TIFIA application and supporting documentation.
- Coordinate as necessary with the Authority, Bond Counsels, Financial Advisors, and Underwriters on the bond finance team for the TIFIA application process.

- Provide support as needed for the management of the terms and conditions of the Financial Agreement and Project Development Agreement with TxDOT.
- Provide monthly GEC certifications required for disbursement of bond proceeds for project costs.

1.3 Project Administration & Coordination

- The GEC will provide project administration functions coordinating efforts of the Engineer of Record (EOR), CE&I and contractor, and reviewing contract compliance as required to follow all applicable rules and regulations. Assist the Mobility Authority in coordination with the Contractor between letting and Construction NTP
- Coordinate with the Contractor to ensure baseline schedule accurately reflects current status of project
- Meet with Contractor post letting to review potential construction sequencing or other project changes
- Assist Mobility Authority in the evaluation of Contractor's post letting proposed changes
- Report Project progress and issues in a timely manner.
- Review compliance of the CE&I in their project administration and oversight of the construction of the Contract work. Including, but not limited to:
 - Assist in the surveillance of the Contractor's compliance with contract requirements. The GEC is responsible for ensuring the CE&I is reviewing, monitoring, evaluating, and acting upon documentation required for Contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action, DBE, OJT positions and number of hours, and payroll and subcontracts.
 - Provide compliance oversight of third-party agreements and development permits that are to be completed and executed by the Contractor including:
 - Dewatering permits
 - NPDES permits
 - Demolition permits
 - Noise permits
- Provide management and administrative support for Mobility Authority service providers that will perform design services, construction engineering, inspection, materials testing, and survey services as part of the oversight team.
- Ensure that any permitting required directly by the Mobility Authority has been submitted and approved prior to construction.
- Attend Project's preconstruction meeting and review preconstruction meeting agenda provided by the CE&I.

1.4 Sub-Consultants

- Coordinate, contract, and provide oversight for all sub-consultants to the GEC.

1.5 Change Order Processing & Management

The GEC will review and coordinate with the CE&I all change orders and coordinate these efforts with the Mobility Authority to gain approvals to progress the project. Work will include, but is not limited to:

- Ensure the CE&I is providing thorough reviews of all submitted change orders, including documentation of materials, equipment, manpower, overhead, and other aspects related to any increase or decrease in cost or days.

- Review potential change orders on the Project, processed by the CE&I, and process in accordance with the Contract and coordinate with external agencies as required.
- Review change orders submitted by the CE&I consultant that are prepared by the Contractor, review CE&I evaluation of Contractor claims for extension of time and provide comments and recommendations to the Mobility Authority.
- Coordinate Mobility Authority directed change orders with the CE&I and Contractor.
- Review CE&I logs and retain all documents associated with potential change orders, to ensure completeness and accuracy for the project records.
- Review constructability reviews performed by the CE&I of Work Sequence Plans submitted by the Contractor.

1.6 Dispute/Claims Support

The GEC will provide consultation and assistance to the Mobility Authority and their General Counsel related to aspects of the design, construction, duties and services required during the development and implementation of the Project:

- Coordinate with CE&I to assemble supporting documentation, review, analyze and provide recommendations to the Mobility Authority on the Contractor's submittal of a dispute.
- Review, analyze and make recommendations to the Mobility Authority on the Contractor's claim package submittal.

1.7 Project Meetings & Documentation

The GEC will attend the following Project meetings, as necessary, to assess progress, schedule, and quality of services being provided as well as identify issues:

- Internal Team Meetings (Weekly)
- Internal Project Review Meetings (Monthly)
- Issue Resolution Meetings (As Needed)
- Mobility Authority Construction Status Update Meetings (Monthly)
- Mobility Authority Board Meetings (Quarterly)
- Maintenance of Traffic (Weekly)
- Public Information/Construction Communications (Weekly)
- 4-Week Rolling Schedule Review (Weekly)
- Comprehensive Schedule (Monthly)

The GEC will ensure that the CE&I has prepared agendas, meeting minutes, action plans and follow-up action item status for each of the Project meetings and distributed to attendees and appropriate personnel in a timely manner. The GEC will work with the CE&I to provide agendas in advance of meetings to provide enough notice to participants to prepare.

1.8 Document Controls

- For GEC generated documents assign identification coding to incoming and outgoing Project related documentation and perform entry into the EDMS.
- Prepare, manage, record, distribute and archive documentation of Project activities, progress, and related communications.

1.9 Response to Open Records Requests

- Perform retrieval of documents as a result of open records requests and coordinate response with Legal.

TASK 2 – REPORTING

The GEC will provide reporting required in accordance with the TxDOT Project Development Agreement (PDA), Bond Indenture, TIFIA, and the Mobility Authority. The GEC will provide qualified technical and professional personnel to perform this task. The following activities are included:

2.1 Program Reporting

- Prepare and issue monthly reports on the Project’s status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to the Mobility Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC, third party consultants and the Contractor.
- Track, monitor, and prepare reports on DBE/HUB utilization for Contractor’s DBE/HUB program, third party consultants, and GEC Team.

2.2 Annual Financial Plan Updates

- Prepare and issue required annual updates to the Financial Plan to TxDOT and FHWA.

2.3 Trust Indenture and TIFA Reporting

- Prepare monthly reports with an executive summary that provides a comprehensive summary of the monthly activities and the overall Project progress.
- Prepare quarterly reports with an executive summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

TASK 3 – PROJECT CONTROLS

The GEC will provide project controls required to provide oversight to the CEI team on the project and inform the Mobility Authority of key developments. The GEC will provide qualified technical and professional personnel to perform this task. The following activities are included:

3.1 Project Schedule

The GEC will provide staff to coordinate the Project scheduling efforts. Specific activities include:

- Evaluate, monitor and verify the CEI teams schedule review submittals.
- Identify, catalog, and archive Baseline Schedule, schedule revisions, updates and Recovery Schedules. Report critical path and major schedule changes to the Mobility Authority.

TASK 4 – CONSTRUCTION OVERSIGHT (CODE 13720)

The GEC will provide professional services associated with oversight of the EOR, CE&I, Contractor, and the Systems Integrator (SI). The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage or control the Contractor’s or SI’s construction work activities. Construction Oversight by the GEC will not relieve the Contractor or SI of sole responsibility for the means and methods of the construction, or for health

or safety precautions in connection with this work. The Engineer(s) of Record will remain responsible for design related services.

Construction oversight efforts will focus on ensuring that the CE&I firm is managing the Contractor's and SI's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices and regulatory requirements. The following activities are included:

4.1 General Technical Support

The GEC will provide technical support and management oversight of the EOR and CE&I firm as required by the Mobility Authority toward the successful completion of the Project; including:

- Advising the Mobility Authority on matters of engineering provided, after review by the CE&I, related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Engineer of Record.
- Coordinate requested clarifications from the EOR by the CE&I when necessary on the intent reflected in the design plans and specifications. The EOR will remain responsible for design related services.
- Coordinate and review modifications to the Contractor's maintenance of traffic/traffic control operations, after analysis by the CE&I, according to applicable specifications and standards.
- Ensure the CE&I documents and issues deficiency reports to the Contractor on any non-compliance of traffic control devices or layouts.
-
- Prioritize NDC packages with EOR to accommodate construction schedule
- Monitor root cause of NDCs for errors and omissions identification
- Review CE&I disposition on Non-Compliance Reports (NCRs) for non-compliant work.
- Ensure CE&I maintains and accurate and up to date log and retains all documents associated with RFIs and NCRs.

4.2 Shop Drawing / Submittals Processing and Management

- The GEC will monitor the process to ensure the CE&I and EOR have performed their respective roles to complete the shop drawing and submittal approval process.

4.3 Contractor Draw Requests

- Review completeness and accuracy of CE&I's submittal of Contractor's draw request in accordance with the draw request checklist.
- Evaluate that the request accurately reflects monies due for acceptable work completed.
- Review and provide required certifications to the Mobility Authority for processing of the Contractor's monthly pay requests submitted by the CE&I Firm.
- Track Project contingency funds. Maintain, log and retain all documents associated with expenditure of Project contingency.

4.4 Mobility Authority Construction Coordination Support

The GEC will support the Mobility Authority in coordination and any interlocal agency agreements including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Federal Highway Administration (FHWA)
- Capitol Area Metropolitan Planning Organization (CAMPO)
- Cities of Leander, Cedar Park and Liberty Hill
- Williamson County
- Other Agencies as identified and as directed by the Mobility Authority.
- Provide information to the Contractor concerning previous negotiations with certain property owners along the Project corridor.

4.5 Right-of-Way/Utility Coordination

The GEC will provide oversight, coordination, and assistance for right-of-way and utility related activities. Specific activities include:

- Provide information to the Contractor concerning previous land acquisition negotiations with certain property owners along the Project corridor
- As requested, coordinate the preparation of Eminent Domain packages in relation to land acquisition
- Negotiate the details of remaining utility agreements with the following utility companies: AT&T Pedernales Electric Cooperative, Spectrum and Frontier
- Prepare documentation and conduct weekly utility coordination meeting with the Authority
- Review of utility adjustment agreements including plans, estimates, and property interest
- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability
- Monitor progress of utility relocations prior to construction
- Provide design/revision support, as needed, for Spectrum relocation plans designed by GEC
- Participate in meetings as necessary to effectively manage the utility coordination process
- If necessary, provide support to Contractor in scheduling periodic meetings with utility and for coordination purposes
- Coordinate with the CE&I firm as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners
- Review of claims analysis provided by CE&I firm of unidentified utilities submitted by the Contractor
- Validating payments to utility owners for utility adjustments
- Provide utility construction monitoring and verification
- Monitor and report utility adjustment status

4.6 Final Punch List/Final Inspection/Notice of completion

The GEC will oversee and assist the following work performed by the CE&I firm:

- Coordinate with the Contractor and TxDOT in the generation of a final punch list.
- Monitor the resolution of outstanding construction items.
- Inspection of punch list completion.
- Verify there are no outstanding claims related to the Contractor's work.
- Provide a Notification of Completion to the Mobility Authority.
- Review/Confirm accuracy of As-Built record drawings.

4.7 Additional Environmental Compliance

If requested by the Mobility Authority, the GEC will provide staff to monitor, review and report on the Environmental Compliance Manger's (ECM) compliance efforts. Specific activities could include:

- Ensuring that full compliance is being met with all applicable environmental laws, regulations, policies, and contractual requirements as set forth in the 183A Phase III Environmental Compliance Management Plan (ECMP)
- Review the ECM's contingency plans for possible scenarios that may impact environmental resources for clarity, comprehensiveness and consistency
- Review ECM's framework for providing adaptive management and collaborative problem solving to meet the environmental goals of the project.
- Conduct monthly construction site visit to monitor ECM's daily activities, ensure compliance, and document findings
- Provide an appropriate SMEs to conduct Karst, Cave and shallow water surveys/investigations and report on the findings, as directed.
- The SME shall coordinate with the Authority, its contractors and consultants to develop corrective action plans for environmental compliance deficiencies reported by the ECM.
- The SME shall provide environmental services including but not limited to investigations, surveys, research, report development, meeting support and litigation support
- The GEC will provide an Avian SME to conduct additional avian surveys/investigations and report on the findings, as directed.
- The SME shall coordinate with the Authority, its contractors and consultants to develop corrective action plans for environmental compliance deficiencies reported by the ECM.
- The SME shall provide environmental services including but not limited to: investigations, surveys, research, report development, meeting support and litigation support

TASK 5 - PUBLIC INVOLVEMENT (CODE 13750)

The GEC will provide staff as needed to support the Mobility Authority with the administration, management, coordination, and implementation of the public involvement oversight efforts. Activities included in this task:

5.1 Monthly Construction Communications

- Track ongoing and upcoming traffic impacts and prepare construction alerts and maps for major traffic impacts
- Monitor weekly lane closure notifications and upload to project website, social media, and distribute via e-mail to recipient list
- Develop and distribute media alerts as necessary/requested by the Mobility Authority
- Prepare for and attend regular meetings with GEC oversight and contractor team
- Hold regular construction communications meetings with Mobility Authority Communications Department
- Develop content and graphic design for the following project outreach materials: Project fact sheet, FAQs, Standard project presentation, Weekly social media posts (up to 3 per week), Project announcement mailer, Public-friendly corridor map, and bike/ped map
- Transition website to construction communications website (same platform); maintain website with current project information
- Develop and distribute quarterly e-newsletters
- Prepare quarterly PI slides for Board of Directors meetings

- Perform general stakeholder, elected official, and public outreach support as requested by the Mobility Authority
- Attend stakeholder meetings and document detailed meeting minutes
- Respond to e-mail and phone inquiries emanating from the public
- Develop and maintain a stakeholder database and tracking log

TASK 6 – SYSTEM INTEGRATION SUPPORT AND INSPECTION (CODE 13720)

The GEC will coordinate and oversee the SI’s development of the toll collection system layout, including the location of the toll collection gantries, toll collection system design and toll collection system infrastructure requirements and the integration with the Contractor’s work. The GEC will monitor adherence to the Toll System Collection Responsibility Matrix by both the Contractor and SI.

TASK 7 – DESIGN SURVEY

The GEC shall provide boundary line survey along 183A/US 183, in both directions, from Hero Way to approximately 1500’ north of CR 258. A MicroStation file showing location of existing right-of-way lines and monuments shall be delivered.

All surveying activities must be performed under the supervision of an RPLS. All surveying must conform to all applicable surveying laws and the Professional Land Surveying Practices Act and must follow the General Rules of Procedures and Practices of the TBPLS. The Texas Society of Professional Land Surveyors Manual of Practice may be used as a guide in determining accuracy requirements and specification in the preparation of the survey.

A previous boundary survey was performed for limited area of the project in June of 2020. The previously surveyed areas will be excluded from this scope.

TASK 8 – SHAREPOINT DEVELOPMENT

The GEC will develop SharePoint workflows to replace the current eBuilder workflows being used for construction management and provide documentation for users and SharePoint administrators. The GEC will provide SharePoint support for the Project team. The GEC will:

- Will develop 20 customized SharePoint workflows
- Technical and user documentation for Workflows
- Provide on-going as requested SharePoint support

TASK 9 – ADDITIONAL PUBLIC INVOLVEMENT (CODE 13750)

In addition to the scope identified in item 5 above, if requested by the Mobility Authority, the GEC will provide staff as needed to support the Mobility Authority with the administration, management, coordination, and implementation of additional public involvement efforts that could include the following items:

- Manage coordination and logistics of a groundbreaking event and a grand opening ceremony
- Trail enhancement program for the existing and planned SUP. These enhancements could include interpretive signage kiosks with wayfinding information and augmented reality. This includes up to 15 kiosks, spaced roughly one mile apart, with a cluster of multiple signs at the Brushy Creek Trailhead.
- Manage a good neighbor program whereby the Mobility hosts neighborhood events/block parties intended to mitigate the impact of construction on the community. The GEC will maintain an inventory of branded giveaways to distribute at such events. The GEC will distribute a corridor-

wide announcement mailer at start of project, and as needed, will distribute doorhangers to impacted property owners to communicate construction impacts. The GEC will commission “beauty shot” photography of the corridor once per year for use in public outreach materials

LIST OF ASSUMPTIONS

A. Project Schedule

The services provided by the GEC as described in this Work Authorization are based upon the estimated Project schedule and appropriate pre and post work expected for this type of work. The GEC will adjust manpower usage to reflect actual staffing needs throughout the duration of the Project, as directed by the Mobility Authority, to minimize the need for supplemental authorizations.

[END OF ATTACHMENT]

