



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

---

**9:00 a.m.**

Wednesday, October 30, 2024

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

---

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

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

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

## AGENDA

---

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

---

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

### ***Convene the Audit Committee Meeting***

---

2. Audit Committee Meeting
  - A. Audit Committee meeting called to order by Committee Chairman Singleton.
  - B. Introduction of external auditors from RSM US LLP.
  - C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2024 Audit Reports.

D. Adjourn Audit Committee.

## **Consent Agenda**

---

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

3. Approve the minutes from the September 25, 2024 Regular Board Meeting.
4. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

## **Regular Items**

---

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

5. Accept the unaudited financial statements for September 2024.
6. Discuss and consider modifying the annual toll rate escalation on Mobility Authority toll facilities and approving a toll rate adjustment for certain locations becoming effective January 1, 2025.
7. Discuss and consider amending the Mobility Authority Policy Code § 301.002 regarding toll rates for Mobility Authority express lane facilities.
8. Discuss and consider approving an amendment to the interlocal agreement with the Texas Department of Transportation for highway emergency response operations (HERO) to add services for 183 Toll, 45SW Toll, 183A Phase III and the 183N Express Lanes and remove services for MoPac south of Stratford Drive.
9. Discuss and consider approving an agreement with Penn Credit Corporation to provide process servers to support the Mobility Authority's Habitual Violator Program.
10. Discuss and consider approving an agreement with Deloitte Consulting LLP for monthly toll operations and maintenance services for the Mobility Authority's Data Platform System.
11. Discuss and consider approving an agreement with AtkinsRéalis USA, Inc. for general engineering consulting services.
12. Discuss and consider approving an agreement with Carrington Coleman, Sloman & Blumenthal LLP for legal services for the 183A Phase III Project and the 183 North Project.

## **Briefings and Reports**

---

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

13. Project updates.

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

14. Executive Director Report.

- A. Recent agency staff activities.
- B. Agency roadway performance metrics.

## **Executive Session**

---

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

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

- 15. Discuss acquisition of one or more parcels or interests in real property needed for a Mobility Authority headquarters, including facilities for traffic and incident management and other agency functions, pursuant to §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).
- 16. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 17. Discuss legal issues related to the development of the Mopac South Project, as authorized by §551.071 (Consultation with Attorney).
- 18. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements including potential impacts of the Texas Department of Transportation's US 183 General Purpose Lane Project on Mobility

Authority Toll System financing, as authorized by §551.071 (Consultation with Attorney).

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

## **Reconvene in Open Session.**

## **Regular Items**

---

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

20. Discuss and consider approving a project development agreement with the Texas Department of Transportation for the US 183 General Purpose Lane Project and making associated determinations regarding the effect of the US 183 General Purpose Lane Project on the operation of the Mobility Authority Toll System and the ability of the Mobility Authority to comply with outstanding debt agreements and covenants.

21. Adjourn meeting.

## **Notes**

---

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

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

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

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

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

TEXAS TRANSPORTATION CODE Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by



*Mobility Authority Board Meeting Agenda  
Wednesday, October 30, 2024*

telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

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

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

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

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

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

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

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

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

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

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #1

---

Welcome and opportunity for public  
comment

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #2**

---

Accept the Independent Audit Reports  
from RSM US LLP for the Fiscal Year  
Ending June 30, 2024

Strategic Plan Relevance: Stewardship  
Department: Finance  
Contact: José Hernández, Chief Financial Officer  
Associated Costs: N/A  
Action Requested: Consider and act on the draft resolution

**Background:** Each year the Mobility Authority engages an independent CPA firm to conduct the Authority's required annual audit and single audit. RSM US LLP has completed the annual audit for FY 2024 and will present those reports to the Audit Committee. The draft Resolution accepts the annual audits for FY 2024.

**Audit Committee - Agenda:**

- A. Audit Committee meeting called to order by Committee Chairman Singleton.
- B. Introduction of external auditors from RSM US LLP.
- C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2024 Audit Reports.
- D. Adjourn Audit Committee.

**Action requested/Staff Recommendation:** Staff recommends the Board accept the annual audits for FY 2024.

**Backup provided:** FY 2024 Audit Reports to be provided at the Board Meeting

**MEETING OF THE AUDIT COMMITTEE  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 24-0XX**

**ACCEPTING THE INDEPENDENT AUDIT REPORTS FROM RSM US LLP  
FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

WHEREAS, by Resolution No. 09-50 enacted July 31, 2009, the Board of Directors established the Audit Committee as a standing committee of the Board of Directors, consisting of all of the members of the Board of Directors; and

WHEREAS, under Resolution No. 09-50 and Section 101.036 of the Mobility Authority Policy Code, the Audit Committee is authorized to exercise all powers and authority of the Board of Directors with respect to Mobility Authority finances, and accordingly acts as, and on behalf of, the Board of Directors with respect to the matters addressed by this resolution; and

WHEREAS, the firm of RSM US LLP, has been engaged to provide an independent audit of the finances of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2024, and has presented that audit to the Audit Committee; and

WHEREAS, the Audit Committee has reviewed the “Annual Financial Report ” for fiscal year ended June 30, 2024 prepared by RSM US LLP, attached as Exhibit A to this resolution, and has heard and considered the presentation on the audit by RSM US LLP.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee accepts the independent audit reports of the Central Texas Regional Mobility Authority prepared by RSM US LLP for the fiscal year ending on June 30, 2024, subject to the correction of any errata items; and

BE IT FURTHER RESOLVED that this resolution constitutes approval by the Audit Committee of the investment reports required by 43 *Texas Administrative Code* Rule §26.61(b).

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

David Singleton  
Chairman, Audit Committee

**Exhibit A**

**Basic Financial Statements**

*(To be provided at the Board Meeting)*



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #3**

---

Approve the minutes from the  
September 25, 2024 Regular Board  
Meeting

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

**Description/Background:** Approve the attached draft minutes for the September 25, 2024, Regular Board Meeting.

**Backup provided:** Draft minutes September 25, 2024, Regular Board Meeting.

**MINUTES**  
**Regular Meeting of the Board of Directors of the**  
**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**Wednesday, September 25, 2024**  
**9:00 a.m.**

This was an in-person meeting. Notice of the meeting was posted September 20, 2024, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins, Vice Chair Nikelle Meade, Board Members David Armbrust, Mike Doss, Heather Gaddes, David Singleton, and Ben Thompson were present.

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

<https://mobilityauthority.new.swagit.com/videos/316133>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

Irby Foster addressed the Board.

Chairman Jenkins announced that Item No. 14 would be tabled.

**Consent Agenda**

2. Approve the minutes from the August 28, 2024 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS:**                   **RESOLUTION NO. 24-051**

**MOTION:**                    Approve Item Nos. 2 and 3.

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

**MOTION:**                    Ben Thompson

**SECONDED BY:**            Heather Gaddes

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

**NAY:** None.

**Regular Items**

4. Accept the unaudited financial statements for August 2024.

Presentation by Jose Hernandez, Chief Financial Officer.

**ADOPTED AS: RESOLUTION NO. 24-052**

**MOTION:** Accept the unaudited financial statements for August 2024.

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

**MOTION:** Mike Doss

**SECONDED BY:** Nikelle Meade

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

**NAY:** None.

5. Discuss and consider approving an amendment to the FY 2025 Capital Budget to fund the replacement of the 45SW toll system

Presentation by Jose Hernandez, Chief Financial Officer.

**ADOPTED AS: RESOLUTION NO. 24-053**

6. Discuss and consider approving amendment to the FY 2025 Capital Budget to fund the replacement of automatic license plate readers to support the Habitual Violator Program.

Presentation by Jose Hernandez, Chief Financial Officer.

**ADOPTED AS: RESOLUTION NO. 24-054**

7. Discuss and consider approving an amendment to the FY 2025 Capital Budget to fund the replacement of delineators on the MoPac Express Lane.

Presentation by Jose Hernandez, Chief Financial Officer.

**ADOPTED AS: RESOLUTION NO. 24-055**

**MOTION:** Approve resolution amending the Capital Budget for item nos. 5, 6, and 7.



**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** Heather Gaddes  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson  
**NAY:** None.

8. Discuss and consider approving an amendment to the FY 2025 Operating Budget to fund TollTag™ marketing efforts in the Central Texas region to improve pre-paid account penetration.

Presentation by Jori Liu, Director of Communications and Tracie Brown, Director of Operations answered questions.

**ADOPTED AS:** **RESOLUTION NO. 24-056**

**MOTION:** Approve an amendment to the FY 2025 Operating Budget to fund TollTag™ marketing efforts in the Central Texas region to improve pre-paid account penetration  
**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** Mike Doss  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson  
**NAY:** None.

9. Discuss and consider authorizing the Executive Director to approve work authorizations for the interlocal agreement with the North Texas Tollway Authority to support TollTag™ marketing, promotional services, and account enrollment.

Presentation by Tracie Brown, Director of Operations.

**ADOPTED AS:** **RESOLUTION NO. 24-057**

**MOTION:** Authorize the Executive Director to approve work authorizations for the interlocal agreement with the North Texas Tollway Authority to support TollTag™ marketing, promotional services, and account enrollment  
**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** David Singleton  
**SECONDED BY:** Ben Thompson  
**AYE:** Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson  
**NAY:** None.

10. Discuss and consider approving an agreement with Deloitte Consulting LLP for enhancements to the Mobility Authority's Data Platform System.

Presentation by Greg Mack, Director of Information Technology.

**ADOPTED AS: RESOLUTION NO. 24-058**

**MOTION:** Approve an agreement with Deloitte Consulting LLP for enhancements to the Mobility Authority's Data Platform System.

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

**MOTION:** David Singleton

**SECONDED BY:** Nikelle Meade

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

**NAY:** None.

11. Discuss and consider approving an agreement with Sistema Technologies, Inc. for enhancements to the Mobility Authority's Data Platform System for administration of users and roles.

Presentation by Greg Mack, Director of Information Technology.

**ADOPTED AS: RESOLUTION NO. 24-059**

**MOTION:** Approve an agreement with Sistema Technologies, Inc. for enhancements to the Mobility Authority's Data Platform System for administration of users and roles.

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

**MOTION:** Mike Doss

**SECONDED BY:** Heather Gaddes

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

**NAY:** None.

12. Discuss and consider approving a shortlist of proposers to receive the Request for Proposals for Video Toll Billing, Payment Processing, Collections, Enforcement Support, and Customer Services.

Presentation by Tracie Brown, Director of Operations.

**ADOPTED AS: RESOLUTION NO. 24-060**

**MOTION:** Approve a shortlist of proposers to receive the Request for Proposals for Video Toll Billing, Payment Processing, Collections, Enforcement Support, and Customer Services.

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

**MOTION:** David Singleton

**SECONDED BY:** Nikelle Meade

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

**NAY:** None.

13. Discuss and consider approving an amendment to the contract with H2O Partners, Inc. to add services for asset data collection on the 183A Phase III Project and data extraction for curb and gutter on all Mobility Authority corridors.

Presentation by Mike Sexton, Director of Engineering.

**ADOPTED AS:** **RESOLUTION NO. 24-061**

**MOTION:** Approve an amendment to the contract with H2O Partners, Inc. to add services for asset data collection on the 183A Phase III Project and data extraction for curb and gutter on all Mobility Authority corridors.

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

**MOTION:** Ben Thompson

**SECONDED BY:** David Armbrust

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

**NAY:** None.

14. Discuss and consider approving a project development agreement with the Texas Department of Transportation for the US 183 General Purpose Lane Project.

This item was tabled.

### **Briefings and Reports**

15. Project updates.

Presentation by Mike Sexton, Director of Engineering.

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

16. Executive Director Report.

Presentation by James Bass, Executive Director.

- A. Recent agency staff activities.
- B. Agency roadway performance metrics.

**Executive Session**

Chairman Jenkins announced there would be no Executive Session and tabled item nos. 17 through 20.

- 17. Discuss acquisition of one or more parcels or interests in real property needed for a Mobility Authority headquarters, including facilities for traffic and incident management and other agency functions, pursuant to §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).
- 18. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
- 20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

**Regular Items**

21. Adjourn meeting.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 10:22 a.m.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #4**

---

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

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

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

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

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

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

**Financing:** Not applicable.

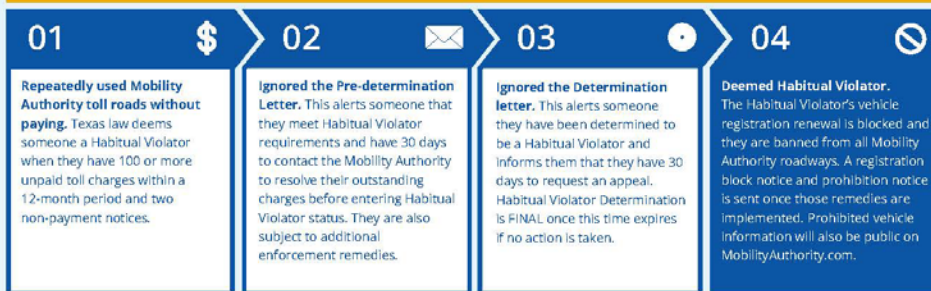
**Action requested/Staff Recommendation:** Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

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



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

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



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

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

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

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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



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

**RESOLUTION NO. 24-0XX**

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Executive Director recommends that the Board prohibit the operation of the motor vehicles listed in Exhibit A on the Mobility Authority's toll roads, including (1) 183A Toll; (2) 290 Toll; (3) 71 Toll; (4) MoPac Express Lanes; (5) 45SW Toll; and (6) 183 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 October 30, 2024; 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 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**

LIST OF PROHIBITED VEHICLES

*(To be provided at the Board Meeting)*



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #5**

---

Accept the unaudited financial  
statements for September 2024

Strategic Plan Relevance: Stewardship  
Department: Finance  
Contact: José Hernández, Chief Financial Officer  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** Presentation and acceptance of the unaudited financial statements for September 2024.

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

**Financing:** N/A

**Action requested/Staff Recommendation:** Accept the unaudited financial statements for September 2024.

**Backup provided:** Draft Resolution  
Draft unaudited financial statements for September 2024

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

**RESOLUTION NO. 24-0XX**

**ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR SEPTEMBER 2024**

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of September 2024 and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for September 2024, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2024**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue	178,100,000	42,510,737	23.87%	38,533,687
Video Tolls	67,500,000	14,245,779	21.10%	13,408,972
Fee Revenue	13,200,000	3,846,586	29.14%	3,241,602
<b>Total Operating Revenue</b>	<b>258,800,000</b>	<b>60,603,101</b>	<b>23.42%</b>	<b>55,184,260</b>
<b>Other Revenue</b>				
Interest Income	43,025,800	8,599,132	19.99%	10,563,041
Grant Revenue	595,467	309,462	51.97%	82,466
Misc Revenue	100,000	5,890	5.89%	5,609
Unrealized Gain/Loss	-	123,484	-	-
<b>Total Other Revenue</b>	<b>43,721,267</b>	<b>9,037,969</b>	<b>20.67%</b>	<b>10,651,116</b>
<b>TOTAL REVENUE</b>	<b>302,521,267</b>	<b>69,641,070</b>	<b>23.02%</b>	<b>65,835,376</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense - Regular	4,994,532	903,879	18.10%	878,691
Salary Reserve	80,000	-	-	-
TCDRS	1,142,301	163,110	14.28%	162,515
FICA	257,234	46,273	17.99%	43,734
FICA MED	72,421	12,967	17.91%	12,624
Health Insurance Expense	586,073	121,581	20.75%	113,041
Life Insurance Expense	3,249	607	18.69%	726
Auto Allowance Expense	10,200	2,295	22.50%	2,295
Other Benefits	204,671	21,892	10.70%	17,210
Unemployment Taxes	5,760	-	-	-
<b>Total Salaries and Benefits</b>	<b>7,356,441</b>	<b>1,272,605</b>	<b>17.30%</b>	<b>1,230,837</b>
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	9,500	2,185	23.00%	2,176
Auditing	270,000	90,000	33.33%	62,100
Financial Advisors	200,000	27,900	13.95%	54,000
Human Resources	100,000	254	0.25%	494
Legal	60,000	6,195	10.33%	4,750
IT Services	365,000	54,390	14.90%	77,002
Software Licenses	1,573,150	1,374,991	87.40%	689,309
Cell Phones	34,900	2,840	8.14%	7,476
Local Telephone Service	2,200	610	27.72%	24,873
Overnight Delivery Services	200	8	4.19%	-
Copy Machine	15,300	3,816	24.94%	3,816
Repair & Maintenance-General	10,000	-	-	8,445
Meeting Facilities	2,500	-	-	-
Meeting Expense	13,750	899	6.54%	489
Toll Tag Expense	3,000	300	10.00%	100
Parking / Local Ride Share	2,500	127	5.06%	27
Mileage Reimbursement	4,600	97	2.10%	206
Insurance Expense	1,301,000	241,891	18.59%	147,556
Rent Expense	992,200	76,639	7.72%	25,020
Building Parking	3,500	200	5.70%	192
Total Legal Services	458,000	-	-	18,793
<b>Total Administrative and Office Expenses</b>	<b>5,421,300</b>	<b>1,883,342</b>	<b>34.74%</b>	<b>1,126,822</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2024**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Office Supplies</b>				
Books & Publications	5,250	894	17.03%	639
Office Supplies	5,250	329	6.27%	88
Misc Office Equipment	4,500	-	-	-
Computer Supplies	201,850	5,932	2.94%	23,650
Copy Supplies	750	-	-	-
Other Reports - Printing	500	-	-	-
Office Supplies - Printed	3,500	845	24.15%	102
Postage Expense	900	-	-	329
<b>Total Office Supplies</b>	<b>222,500</b>	<b>8,000</b>	<b>3.60%</b>	<b>24,807</b>
<b>Communications and Public Relations</b>				
Print Production	75,000	-	-	-
Website Maintenance	240,000	21,981	9.16%	157,325
Research Services	210,000	11,900	5.67%	-
Communications and Marketing	500,000	5,953	1.19%	12,420
Media Planning and Placement	1,225,000	489,153	39.93%	165,235
Direct Mail Production	60,000	-	-	-
TV and Video Production	250,000	-	-	-
Photography	25,000	850	3.40%	295
Radio Production	50,000	-	-	-
Other Public Relations	20,000	13,000	65.00%	-
Promotional Items	20,000	-	-	1,166
Printing	80,000	-	-	-
Other Communication Expenses	15,000	4,306	28.71%	-
<b>Total Communications and Public Relations</b>	<b>2,770,000</b>	<b>547,143</b>	<b>19.75%</b>	<b>336,441</b>
<b>Employee Development</b>				
Subscriptions	1,250	139	11.12%	139
Agency Memberships	88,300	35	0.04%	25
Continuing Education	14,800	150	1.01%	500
Professional Development	21,400	3,285	15.35%	-
Other Licenses	2,000	375	18.75%	-
Seminars and Conferences	70,300	4,300	6.12%	1,445
Travel	107,000	12,013	11.23%	12,852
<b>Total Employee Development</b>	<b>305,050</b>	<b>20,297</b>	<b>6.65%</b>	<b>14,961</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	75,000	15,000	20.00%	32,500
Bank Fee Expense	6,500	1,621	24.94%	1,505
Continuing Disclosure	10,000	-	-	-
Arbitrage Rebate Calculation	16,500	-	-	-
Rating Agency Expense	50,000	33,500	67.00%	32,500
<b>Total Financing and Banking Fees</b>	<b>158,000</b>	<b>50,121</b>	<b>31.72%</b>	<b>66,505</b>
<b>Total Administrative</b>	<b>8,876,850</b>	<b>2,508,902</b>	<b>28.26%</b>	<b>1,569,536</b>
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	1,568,659	652,600	41.60%	485,164
GEC-Financial Planning Support	300,000	73,595	24.53%	100,754
GEC-Toll Ops Support	1,142,136	439,234	38.46%	311,715
GEC-Roadway Ops Support	1,515,000	217,776	14.37%	259,921
GEC-Technology Support	804,962	119,151	14.80%	328,107
GEC-Public Information Support	200,000	51,531	25.77%	56,106



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2024**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
GEC-General Support	2,226,000	381,746	17.15%	365,306
General System Consultant	2,307,274	295,365	12.80%	36,186
Traffic Modeling	125,000	-	-	-
Traffic and Revenue Consultant	1,200,000	176,961	14.75%	60,761
<b>Total Operations and Maintenance Consulting</b>	<b>11,389,031</b>	<b>2,407,958</b>	<b>21.14%</b>	<b>2,004,020</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,169,031	487,458	11.69%	256,969
Landscape Maintenance	3,249,260	480,554	14.79%	391,010
Signal & Illumination Maint	25,000	-	-	-
Maintenance Supplies-Roadway	400,000	-	-	-
Tools & Equipment Expense	-	957	-	-
Gasoline	30,000	4,120	13.73%	3,729
Repair & Maintenance - Vehicles	10,000	(1,468)	-14.68%	360
Natural Gas	7,500	2,389	31.85%	7,220
Electricity - Roadways	300,000	53,881	17.96%	65,052
<b>Total Roadway Operations and Maintenance</b>	<b>8,190,791</b>	<b>1,027,890</b>	<b>12.55%</b>	<b>724,340</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,300,000	400,191	12.13%	514,785
Tag Collection Fees	12,675,000	2,894,244	22.83%	2,682,471
Court Enforcement Costs	160,000	-	-	-
PBM Incentive	500,000	-	-	-
<b>Total Processing and Collection Expense</b>	<b>16,635,000</b>	<b>3,294,435</b>	<b>19.80%</b>	<b>3,197,257</b>
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	-	-	-
Fire & Burglar Alarm	500	123	24.67%	123
Refuse	2,360	512	21.71%	474
Telecommunications	100,000	30,103	30.10%	-
Water - Irrigation	7,500	1,674	22.32%	2,252
Electricity	750	225	29.98%	249
ETC Spare Parts Expense	150,000	21,285	14.19%	16,453
Repair & Maintenance Toll Equip	100,000	-	-	-
Law Enforcement	725,000	128,655	17.75%	118,445
ETC Maintenance Contract	6,450,000	497,986	7.72%	531,208
Transaction Processing Maintenance Contract	2,000,000	-	-	-
ETC Toll Management Center System Operation	1,338,822	116,363	8.69%	134,101
ETC Development	456,000	-	-	65,823
ETC Testing	50,000	-	-	-
<b>Total Toll Operations Expense</b>	<b>11,383,932</b>	<b>796,928</b>	<b>7.00%</b>	<b>869,127</b>
<b>Total Operations and Maintenance</b>	<b>47,598,754</b>	<b>7,527,212</b>	<b>15.81%</b>	<b>6,794,744</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	711,621	34,401	4.83%	41,838
Special Projects	50,000	-	-	-
Disbursement Other Government - Travis County Road	-	16,171	-	-
71 Express Interest Expense	6,750,000	431,155	6.39%	1,621,070
Customer Relations	10,000	-	-	-
Technology Initiatives	100,000	-	-	-
Other Contractual Svcs	390,000	40,500	10.38%	48,000
Contingency	200,000	-	-	-
<b>Total Special Projects and Contingencies</b>	<b>8,211,621</b>	<b>522,227</b>	<b>6.36%</b>	<b>1,710,909</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>72,043,666</b>	<b>11,830,945</b>	<b>16.42%</b>	<b>11,306,025</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending September 30, 2024**

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
<b>Amortization Expense</b>				
Amortization Expense - Intangible Software	-	375,464	-	-
Amortization Expense - Software	13,000,000	-	-	6,349
Amortization Expense - Right to Use Asset - Leases	515,000	128,688	24.99%	-
Amortization Expense - Refundings	6,600,000	1,650,790	25.01%	1,536,354
<b>Subtotal Amortization Expense</b>	<b>20,115,000</b>	<b>2,154,942</b>	<b>10.71%</b>	<b>1,542,704</b>
<b>Depreciation Expense</b>				
Dep Expense - Equipment	-	-	-	155,676
Dep Expense - Autos & Trucks	31,000	7,602	24.52%	7,602
Dep Expense - Buildng & Toll Fac	180,000	44,187	24.55%	44,187
Dep Expense - Highways & Bridges	53,500,000	13,130,769	24.54%	12,709,388
Dep Expense - Toll Equipment	13,640,000	848,048	6.22%	759,562
Dep Expense - Signs	1,830,000	336,958	18.41%	302,239
Dep Expense - Land Improvements	545,000	135,581	24.88%	163,163
<b>Subtotal Depreciation Expense</b>	<b>69,726,000</b>	<b>14,503,145</b>	<b>20.80%</b>	<b>14,141,817</b>
<b>Total Non Cash Expenses</b>	<b>89,841,000</b>	<b>16,658,087</b>	<b>18.54%</b>	<b>15,684,520</b>
<b>Non Operating Expenses</b>				
Interest Expense - Debt Obligations	109,112,756	24,808,631	22.74%	19,698,810
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	6,000,000
Community Initiatives	600,000	64,207	10.70%	-
<b>Total Non Operating Expenses</b>	<b>119,712,756</b>	<b>34,872,837</b>	<b>29.13%</b>	<b>25,698,810</b>
<b>TOTAL EXPENSES</b>	<b>281,597,422</b>	<b>63,361,870</b>	<b>22.50%</b>	<b>52,689,355</b>
<b>Net Income</b>	<b>20,923,845</b>	<b>6,279,201</b>	<b>30.01%</b>	<b>13,146,021</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2024**

**as of 09/30/2024**   **as of 09/30/2023**

**ASSETS**

**Current Assets**

**Cash**

Regions Operating Account	628,271	93,698
Cash in TexStar	1,413,785	158,162
Regions Payroll Account	109,622	107,534

**Restricted Cash**

Goldman Sachs FSGF 465	299,016,289	592,768,575
Restricted Cash - TexSTAR	28,061,811	6,210,647
Treasury SLGS	222,885,094	-

<b>Total Cash and Cash Equivalents</b>	<b>552,114,871</b>	<b>599,338,616</b>
--	--------------------	--------------------

**Accounts Receivables**

Accounts Receivable - Net	5,984,664	4,979,871
Due From Other Agencies	349,019	346,552
Due From TTA	1,171,565	988,433
Due From NTTA	1,837,290	1,477,295
Due From HCTRA	2,348,988	3,652,916
Due From TxDOT	9,774,045	6,073,328
Due From Other Funds	1,964,106	-
Interest Receivable	963,090	693,342

<b>Total Receivables</b>	<b>24,392,766</b>	<b>18,211,737</b>
--------------------------	-------------------	-------------------

**Short Term Investments**

Treasuries	163,106,750	118,543,252
Agencies	250,712,604	339,758,036

<b>Total Short Term Investments</b>	<b>413,819,354</b>	<b>458,301,288</b>
-------------------------------------	--------------------	--------------------

<b>Total Current Assets</b>	<b>990,326,991</b>	<b>1,075,851,641</b>
-----------------------------	--------------------	----------------------

**Construction in Progress**

	<b>539,161,563</b>	<b>370,517,955</b>
--	--------------------	--------------------

**Capital Assets (Net of Depreciation and Amortization)**

**Depreciable Assets**

Equipment	-	1,245,411
Autos and Trucks	8,869	39,279
Buildings and Toll Facilities	4,283,551	4,185,774
Highways and Bridges	1,667,921,496	1,712,299,190
Toll Equipment	21,384,970	14,916,806
Signs	11,148,649	11,100,566

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2024**

	as of 09/30/2024	as of 09/30/2023
Land Improvements	4,608,849	5,151,172
Right of way	88,149,606	88,149,606
Leasehold Improvements	-	297,427
<b>Intangible Assets</b>		
Intangible Software	5,600,209	-
<b>Right to Use Assets</b>		
Leases	815,025	-
<b>Total Fixed Assets</b>	<b>1,803,921,224</b>	<b>1,837,385,230</b>
<b>Other Assets</b>		
Intangible Assets-Net	161,084,585	167,277,378
Deferred Outflows (pension related)	2,384,338	2,738,023
Pension Asset	-	1,046,634
<b>Total Other Assets</b>	<b>163,468,923</b>	<b>171,062,035</b>
<b>Total Assets</b>	<b>3,496,878,701</b>	<b>3,454,816,862</b>
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	12,442,590	3,372,178
Construction Payable	-	9,796,249
Overpayments	-	1,570
Interest Payable	24,279,213	19,966,690
Due to other Funds	1,964,106	-
TCDRS Payable	84,542	82,369
Due to other Agencies	11,062	3,569
Due to TTA	639,399	625,830
Due to HCTRA	155,380	154,452
Due to Other Entities	-	1,878,422
71E TxDOT Obligation - ST	1,138,812	4,307,645
<b>Total Current Liabilities</b>	<b>40,715,103</b>	<b>40,188,973</b>
<b>Long Term Liabilities</b>		
Compensated Absences	222,277	240,954
Right to Use Obligations - Lease	949,904	1,286,881
Deferred Inflows (pension related)	1,192,688	1,378,935
Pension Liability	1,971,627	-
<b>Long Term Payables</b>	<b>4,336,496</b>	<b>2,906,771</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2024**

**as of 09/30/2024    as of 09/30/2023**

**Bonds Payable**

**Senior Lien Revenue Bonds:**

Senior Lien Revenue Bonds 2010	106,547,913	96,178,695
Senior Lien Revenue Bonds 2011	9,954,410	16,459,605
Senior Lien Revenue Bonds 2015	10,000,000	10,000,000
Senior Lien Refunding Revenue Bonds 2016	47,045,000	59,340,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	54,305,000	54,970,000
Senior Lien Refunding Bonds 2020C	133,210,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	273,650,000	274,150,000
Senior Lien Refunding Bonds 2021E	329,545,000	332,585,000
Senior Lien Premium 2016 Revenue Bonds	5,995,127	6,736,845
Sn Lien Revenue Bond Premium 2018	2,550,001	2,816,574
Senior Lien Revenue Bond Premium 2020A	10,865,879	11,112,493
Senior Lien Refunding Bond Premium 2020B	10,567,736	11,102,812
Senior Lien Revenue Bonds Premium 2020E	21,996,302	23,711,689
Senior Lien Revenue Bonds Premium 2021B	52,253,848	52,830,298
Senior Lien Refunding Bonds Premium 2021D	43,379,357	44,221,847
<b>Total Senior Lien Revenue Bonds</b>	<b>1,628,710,575</b>	<b>1,651,495,859</b>

**Sub Lien Revenue Bonds:**

Sub Lien Refunding Bonds 2016	69,055,000	71,435,000
Sub Lien Refunding Bonds 2020D	93,430,000	97,440,000
Subordinated Lien BANs 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANs 2021C	244,185,000	244,185,000
Sub Refunding 2016 Prem/Disc	4,068,452	4,797,315
Subordinated Lien BANs 2020F Premium	1,000,716	5,003,581
Subordinated Lien Refunding Bonds Premium 2020G	6,259,283	6,663,255
Sub Lien BANS 2021C Premium	17,126,274	24,737,951
<b>Total Sub Lien Revenue Bonds</b>	<b>607,569,725</b>	<b>626,707,102</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of September 30, 2024**

	as of 09/30/2024	as of 09/30/2023
<b>Other Obligations</b>		
TIFIA Note 2021 - 183S	322,354,437	361,020,863
TIFIA Note 2021 - 290E	41,088,581	-
71E TxDOT Obligation - LT	47,253,089	51,918,220
Regions 2022 MoPac Loan	22,490,900	23,765,900
<b>Total Other Obligations</b>	<b>433,187,007</b>	<b>436,704,983</b>
<b>Total Long Term Liabilities</b>	<b>2,673,803,803</b>	<b>2,717,814,715</b>
<b>Total Liabilities</b>	<b>2,714,518,906</b>	<b>2,758,003,688</b>
 <b>NET ASSETS</b>		
Contributed Capital	-	121,462,104
Net Assets Beginning	776,080,594	563,196,620
Current Year Operations	6,279,201	13,146,021
<b>Total Net Assets</b>	<b>782,359,795</b>	<b>697,804,745</b>
<b>Total Liabilities and Net Assets</b>	<b>3,496,878,701</b>	<b>3,455,808,433</b>

**Central Texas Regional Mobility Authority**

**Statement of Cash Flow**

**as of September 2024**

**Cash flows from operating activities:**

Receipts from toll revenues	68,419,016
Receipts from other sources	438,837
Payments to vendors	(50,849,058)
Payments to employees	(1,282,502)
Net cash flows provided by (used in) operating activities	16,726,294

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

Payment on Intangible assets	(1,654,119)
Interest Expense	(44,364,111)
Payments on bonds / loans	(745,582)
RIF Contribution	(10,000,000)
Acquisition of capital assets - non project	(1,327,688)
Acquisitions of construction in progress	(25,867,757)
Net cash flows provided by (used in) capital and related financing activities	(83,959,257)

**Cash flows from investing activities:**

Interest income	8,482,593
Purchase of investments	(182,422,587)
Net cash flows provided by (used in) investing activities	(173,939,994)

Net increase (decrease) in cash and cash equivalents	(241,172,958)
Cash and cash equivalents at beginning of period	817,680,594
Cash and cash equivalents at end of period	576,507,637

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

Operating income	6,279,201
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	16,658,087
Changes in assets and liabilities:	
Decrease in accounts receivable	7,815,915
Increase in prepaid expenses and other assets	241,428
Decrease in accrued expenses	(30,542,042)
Decrease in Interest expense	24,872,837
Increase in interest receivable	(8,599,132)
Total adjustments	10,447,093
Net cash flows provided by (used in) operating activities	\$ 16,726,294

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	249,429,537
Restricted cash and cash equivalents	327,078,100
Total	576,507,637

**CTRMA INVESTMENT REPORT**  
**Month Ending September 30, 2024**

	Balance 8/31/2024	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 9/30/2024	Rate September '24
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	16.86	0.04				16.90	5.13%
2013 Sub Lien Debt Service Reserve	863,297.85	3,128.05			250,000.00	616,425.90	5.13%
General Fund	10,175,350.28	42,910.86				10,218,261.14	5.13%
Trustee Operating Fund	17,032,369.88	65,679.59		(3,000,000.00)		14,098,049.47	5.13%
Renewal and Replacement	8.70					8.70	5.13%
TxDOT Grant Fund	502,678.76	2,119.85				504,798.61	5.13%
Senior Lien Debt Service Reserve Fund	427,247.43	1,801.74				429,049.17	5.13%
2015B Sr Ln Project	386,931.75	1,631.75				388,563.50	5.13%
2015C Sub TIFIA Project	768,700.92	3,241.72				771,942.64	5.13%
2018 Sr Lien Project	1,030,349.98	4,345.11				1,034,695.09	5.13%
	<b>31,186,952.41</b>	<b>124,858.71</b>	<b>-</b>	<b>(3,000,000.00)</b>	<b>250,000.00</b>	<b>28,061,811.12</b>	
<b>Amount in TexStar Operating Fund</b>							
	<b>2,007,338.38</b>	<b>6,446.91</b>		<b>3,000,000.00</b>	<b>3,600,000.00</b>	<b>1,413,785.29</b>	<b>5.13%</b>
<b>Goldman Sachs</b>							
Operating Fund	4,610,607.86	19,990.54		5,000,000.00	4,302.51	9,626,295.89	5.03%
2020A Senior Lien Debt Service	423,637.87	1,181.42		209,437.50		634,256.79	5.03%
2020B Senior Lien Debt Service	909,011.60	3,099.25		276,837.50		1,188,948.35	5.03%
2020C Senior Lien Debt Service	4,049,502.40	15,437.58		734,488.33		4,799,428.31	5.03%
2020D Sub Lien Debt Service	3,225,503.69	12,309.98		580,855.71		3,818,669.38	5.03%
2020D Sub Debt Service Reserve Fund	1,101,216.76	4,850.87				1,106,067.63	5.03%
2020E Sr Lien Project	92,519,666.38	427,995.84	217,866.99		528,883.52	92,636,645.69	5.03%
2020E Sr Ln Project Cap Interest	8,349,244.82	36,780.87				8,386,025.69	5.03%
2020F Sub Lien Debt Service	1,075,842.81	3,228.80		461,979.17		1,541,050.78	5.03%
2020G Sub Lien Debt Service	430,069.34	1,199.03		212,716.67		643,985.04	5.03%
2020G Sub Debt Service Reserve Fund	466,526.45	2,055.03				468,581.48	5.03%
2021A Sub Debt Service Reserve Fund	1,967,648.16	8,667.28				1,976,315.44	5.03%
2021A TIFIA Sub Lien Debt Service Acct	525,487.64	2,314.93				527,802.57	5.03%
2021B Senior Lien Cap I Project Fund	26,067,401.50	114,834.54				26,182,236.04	5.03%
2021B Senior Lien Project	367,826.89	25,502.04	20,000,000.00		19,587,914.24	805,414.69	5.03%
2021B Senior Lien Cap I Debt Service Acct	9,434.34	41.54				9,475.88	5.03%
2021C Sub Lien Cap I Project Fund	1,469.89	6.48				1,476.37	5.03%
2021C Sub Lien Project	6,336,141.05	34,566.81				6,370,707.86	5.03%
2021C Sub Lien Debt Service	2,056,895.50	5,734.36		1,017,437.50		3,080,067.36	5.03%
2021D Senior Lien Debt Service	2,234,825.38	6,658.59		974,500.00		3,215,983.97	5.03%
2021E Senior Lien Debt Service	3,772,780.24	13,107.10		1,074,393.20		4,860,280.54	5.03%
2011 Sr Financial Assistance Fund	143.92	0.63				144.55	5.03%
2010 Senior DSF	5,829,440.86	23,570.36		646,171.30		6,499,182.52	5.03%
2011 Senior Lien Debt Service	4,870,966.65	19,641.04		556,403.31		5,447,011.00	5.03%
2013 Senior Lien Debt Service	44,218.64	194.82				44,413.46	5.03%
2013 Sub Debt Service Reserve Fund	135.62	0.60	250,000.00		1,476.30	248,659.92	5.03%
2013 Subordinate Debt Service	34,801.47	153.33				34,954.80	5.03%
2015A Sr Lien Debt Service	5,006,344.49	41,566.27		208,333.33		5,256,244.09	5.03%
2015B Project	4,941,934.14	21,843.75			56,855.88	4,906,922.01	5.03%
2015C TIFIA Project	1,141,265.85	5,028.33				1,146,294.18	5.03%
2016 Sr Lien Rev Refunding Debt Service	8,803,071.07	38,785.63				8,841,856.70	5.03%
2016 Sub Lien Rev Refunding Debt Service	2,381,854.34	8,890.53		490,271.88		2,881,016.75	5.03%
2016 Sub Lien Rev Refunding DSR	844,183.14	3,719.40				847,902.54	5.03%
2018 Sr Lien Debt Service	1,044,507.59	3,724.70		268,104.17		1,316,336.46	5.03%
2018 Sr Lien Project	12,164,514.95	54,187.60			712,524.06	11,506,178.49	5.03%
TxDOT Grant Fund	528,647.79	2,329.18				530,976.97	5.03%
Renewal and Replacement	40.01	1.18		30,900.00	30,931.72	9.47	5.03%
Revenue Fund	10,661,829.46	61,548.32	19,513,935.72	(20,053,270.21)		10,184,043.29	5.03%
General Fund	27,360,971.64	104,627.72		5,610,134.44	493,471.75	32,582,262.05	5.03%
Senior Lien Debt Service Reserve Fund	3,400,557.69	14,982.59				3,415,540.28	5.03%
71E Revenue Fund	8,287,726.29	33,038.78	346,101.67	791,805.14	126,811.88	9,331,860.00	5.03%
MoPac Revenue Fund	75,039.27	2,592.66	329,310.22	(320,847.47)		86,094.68	5.03%
MoPac General Fund	20,769,320.10	58,718.22		651,756.53	10,000,000.00	11,479,794.85	5.03%
MoPac Operating Fund	2,771,047.45	10,918.90		400,000.00	341,143.78	2,840,822.57	5.03%
MoPac Loan Repayment Fund	382,715.91	1,055.12		177,592.00		561,363.03	5.03%
	<b>281,846,018.91</b>	<b>1,250,682.54</b>	<b>40,657,214.60</b>	<b>-</b>	<b>31,884,315.64</b>	<b>291,869,600.41</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	413,819,353.93					413,819,353.93	
<b>Certificates of Deposit</b>							
<b>Total in Pools - TxStar</b>	33,194,290.79	131,305.62	-	-	3,850,000.00	29,475,596.41	
<b>Total in GS FSGF</b>	281,846,018.91	1,250,682.54	40,657,214.60	-	31,884,315.64	291,869,600.41	
<b>Total in Treasury SLGS</b>	269,000,000.00	3,385,094.13	-	-	49,500,000.00	222,885,094.13	
<b>Total in Fed Agencies and Treasuries</b>	413,819,353.93	-	-	-	-	413,819,353.93	
<b>Total Invested</b>	997,859,663.63	4,767,082.29	40,657,214.60	-	85,234,315.64	958,049,644.88	

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

José Hernández, CFO

Ann Zigmund, Controller

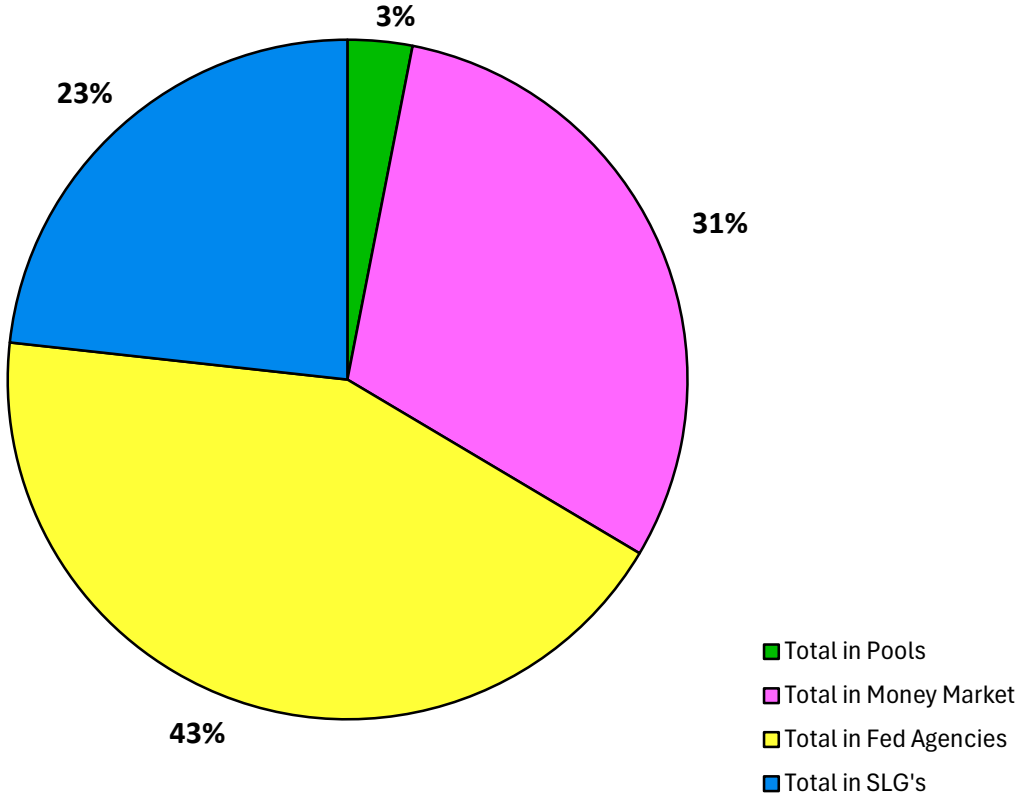


## Investments by Fund

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		9.47		18.17
Grant Fund	504,798.61		530,976.97	10,000,000.00	11,035,775.58
Senior Debt Service Reserve Fund	429,049.17		3,415,540.28	114,051,334.25	117,895,923.70
2010 Senior Lien Debt Service			6,499,182.52		6,499,182.52
2011 Sr Debt Service t			5,447,011.00		5,447,011.00
2013 Sr Debt Service t			44,413.46		44,413.46
2013 Sub Debt Service			34,954.80		34,954.80
2013 Sub Debt Service Reserve Fund	616,425.90		248,659.92		865,085.82
2015 Sr Debt Service			5,256,244.09		5,256,244.09
2016 Sr Lien Rev Refunding Debt Service			8,841,856.70		8,841,856.70
2016 Sub Lien Rev Refunding Debt Service			2,881,016.75		2,881,016.75
2016 Sub Lien Rev Refunding DSR			847,902.54	6,825,843.85	7,673,746.39
Operating Fund	14,098,049.47	1,413,785.29	9,626,295.89		25,138,130.65
Revenue Fund			10,184,043.29		10,184,043.29
General Fund	10,218,261.14		32,582,262.05	182,098,391.72	224,898,914.91
71E Revenue Fund			9,331,860.00	29,639,926.50	38,971,786.50
MoPac Revenue Fund			86,094.68		86,094.68
MoPac General Fund			11,479,794.85		11,479,794.85
MoPac Operating Fund			2,840,822.57		2,840,822.57
MoPac Loan Repayment Fund			561,363.03		561,363.03
2015B Project	388,563.50		4,906,922.01		5,295,485.51
2015 TIFIA Project	771,942.64		1,146,294.18	40,000,000.00	41,918,236.82
2011 Sr Financial Assistance Fund	16.90		144.55		161.45
2018 Sr Lien Debt Service			1,316,336.46		1,316,336.46
2018 Sr Lien Project Cap I			-		-
2018 Sr Lien Project	1,034,695.09		11,506,178.49		12,540,873.58
2020A Senior Lien Debt Service			634,256.79		634,256.79
2020B Senior Lien Debt Service			1,188,948.35		1,188,948.35
2020C Senior Lien Debt Service			4,799,428.31		4,799,428.31
2020D Sub Lien Debt Service			3,818,669.38		3,818,669.38
2020D Sub Debt Service Reserve Fund			1,106,067.63	7,800,964.40	8,907,032.03
2020E Senior Lien Project			92,636,645.69		92,636,645.69
2020E Senior Lien Project Cap Interest			8,386,025.69		8,386,025.69
2020F Sub Lien Project			-		-
2020F Sub Lien Deb Service			1,541,050.78		1,541,050.78
2020G Sub Lien Debt Service			643,985.04		643,985.04
2020G Sub Lien Debt Service Reserve			468,581.48	3,900,482.20	4,369,063.68
2021A Sub Lien Debt Service Reserve			1,976,315.44	19,502,411.01	21,478,726.45
2021A Sub Debt Service			527,802.57		527,802.57
2021B Senior Lien Cap I Project Fund			26,182,236.04		26,182,236.04
2021B Senior Lien Project			805,414.69	217,105,989.55	217,911,404.24
2021B Senior Lien Cap I Debt Service Acct			9,475.88		9,475.88
2021C Sub Lien Cap I Project Fund			1,476.37	5,779,104.58	5,780,580.95
2021C Sub Lien Project			6,370,707.86		6,370,707.86
2021C Sub Lien Debt Service			3,080,067.36		3,080,067.36
2021D Senior Lien Debt Service			3,215,983.97		3,215,983.97
2021E Senior Lien Debt Service			4,860,280.54		4,860,280.54
<b>Totals</b>	<b>28,061,811.12</b>	<b>1,413,785.29</b>	<b>291,869,600.41</b>	<b>636,704,448.06</b>	<b>958,049,644.88</b>

9/30/2024

### Allocation of Funds





Bank	Fund	Cost	Cummulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
6180000120	GENERAL	40,000,000.00		40,000,000.00	40,000,000.00			
6180000120	GENERAL	9,960,128.90		9,960,128.90	10,000,000.00	27,777.78		527,777.78
6180000120	GENERAL	9,960,128.90		9,960,128.90	10,000,000.00	27,777.78		527,777.78
6180000120	GENERAL	41,501,020.00		41,501,020.00	43,000,000.00			
6180000059	SENLIENCSR	9,651,400.00		9,651,400.00	10,000,000.00			
6180000120	GENERAL	48,794,377.50		48,794,377.50	50,000,000.00			
6180006366	2016SUBDSR	6,825,843.85		6,825,843.85	7,000,000.00			
1001017484	2020D DSRF	7,800,964.40		7,800,964.40	8,000,000.00			
1001021540	2020G DSRF	3,900,482.20		3,900,482.20	4,000,000.00			
1001021543	2021A DSRF	19,502,411.01		19,502,411.01	20,000,000.00			
6180000059	SENLIENCSR	30,228,737.05		30,228,737.05	31,000,000.00			
6180000059	SENLIENCSR	34,171,197.20		34,171,197.20	35,000,000.00			
6180000059	SENLIENCSR	20,000,000.00		20,000,000.00	20,000,000.00	22,222.22		1,022,222.22
6146001086	71E REVENU	15,000,000.00		15,000,000.00	15,000,000.00			
6146001086	71E REVENU	14,639,926.50		14,639,926.50	14,670,000.00	97,800.00		366,750.00
6180000120	GENERAL	11,882,736.42		11,882,736.42	12,000,000.00	113,036.99		288,340.12
6180000120	GENERAL	20,000,000.00		20,000,000.00	20,000,000.00			954,000.00
6180000059	SENLIENCSR	20,000,000.00		20,000,000.00	20,000,000.00			954,000.00
6180005349	2015TIFIAP	10,000,000.00		10,000,000.00	10,000,000.00			104,430.56
6180000157	TXDOTGRANT	10,000,000.00		10,000,000.00	10,000,000.00			104,430.56
6180005349	2015TIFIAP	30,000,000.00		30,000,000.00	30,000,000.00			
		413,819,353.93	-	413,819,353.93	419,670,000.00	288,614.77	-	4,745,298.46

**Goldman Sachs County Road Escrow Funds**

---

	<b>Balance</b>	<b>Accrued</b>			<b>Balance</b>
	<b>8/31/2024</b>	<b>Interest</b>	<b>Additions</b>	<b>Withdrawals</b>	<b>9/30/2024</b>
Travis County Escrow Fund - Elroy Road	3,110,690.88	13,705.46			3,124,396.34
Travis County Escrow Fund - Ross Road	335,873.43	1,479.62			337,353.05
Travis County Escrow Fund - Old San Antonio Road	114,400.51	503.96			114,904.47
Travis County Escrow Fund - Old Lockhart Road	273,222.53	1,203.62		10,280.36	264,145.79
Travis County Escrow Fund - County Line Road	2,623,627.68	11,557.80			2,635,185.48
Travis County Escrow Fund - South Pleasant Valley Road	250,944.62	1,105.48			252,050.10
Travis County Escrow Fund - Thaxton Road	199,022.37	876.75			199,899.12
Travis County Escrow Fund - Pearce Lane Road	217,794.39	959.44			218,753.83
	<b>7,125,576.41</b>	<b>31,392.13</b>	<b>-</b>	<b>10,280.36</b>	<b>7,146,688.18</b>

**State and Local Government Series as of 9/30/24**

Bank	Fund	Agency	Arbitrage Yield	CUSIP	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
1001021281	2021CPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1060	4.18%	4/23/2024	35,000,000.00	35,000,000.00	279,104.58	29,500,000.00	5,779,104.58
1001021273	2021BPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1078	4.18%	4/23/2024	210,000,000.00	210,000,000.00	3,049,060.09	-	213,049,060.09
1001021273	2021BPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1870	4.18%	8/9/2024	24,000,000.00	24,000,000.00	56,929.46	20,000,000.00	4,056,929.46
											-
											-
							<b>269,000,000.00</b>	<b>269,000,000.00</b>	<b>3,385,094.13</b>	<b>49,500,000.00</b>	<b>222,885,094.13</b>



## PERFORMANCE

### As of September 30, 2024

Current Invested Balance	\$ 10,713,994,849.49
Weighted Average Maturity (1)	24 Days
Weighted Average Life (2)	67 Days
Net Asset Value	1.000355
Total Number of Participants	1056
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 46,929,365.78
Management Fee Collected	\$ 540,633.20
% of Portfolio Invested Beyond 1 Year	4.25%
Standard & Poor's Current Rating	AAAm

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

### September Averages

Average Invested Balance	\$ 10,993,149,088.51
Average Monthly Yield, on a simple basis	5.1324%
Average Weighted Maturity (1)	26 Days
Average Weighted Life (2)	66 Days

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

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

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

## NEW PARTICIPANTS

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

- \* City of Ballinger
- \* Cypress Springs Special Utility District
- \* Fort Bend County Municipal Utility District No. 232
- \* Fort Bend County Municipal Utility District No. 246
- \* Jefferson County Emergency Service District No. 3
- \* Montgomery County Municipal Utility District No. 197
- \* City of Mount Vernon
- \* City of Omaha

## HOLIDAY REMINDER

In observance of **Columbus Day**, **TexSTAR will be closed on Monday, October 14, 2024**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. Standard transaction deadlines will be observed on Friday, October 11th. Please plan accordingly for your liquidity needs.

## ECONOMIC COMMENTARY

### Market review

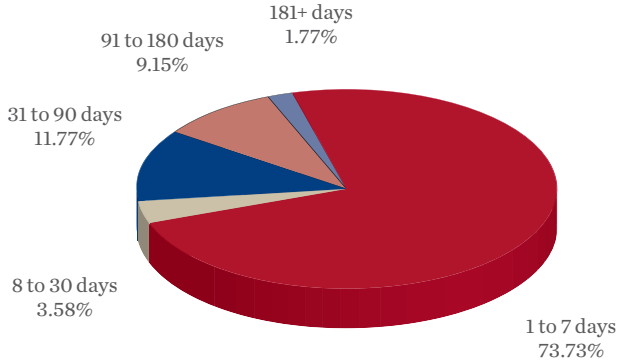
The third quarter provided further evidence that the Federal Reserve (Fed) has successfully cooled down the post-pandemic supercharged economy, aligning it with their dual mandate of price stability and full employment. The disinflationary trend has made significant progress, as the core Personal Consumption Expenditures Price Index (PCE), the Fed's preferred measure for inflation, has declined to a three-month annualized run rate of 2.1% as of August, a substantial drop from 6.6% in 2021. The labor market has also shown signs of cooling, with unemployment rising from a low of 3.4% to 4.2%. Despite these adjustments, the Fed has managed to keep the economy on a stable footing. The economy grew at a 3.0% seasonally adjusted annualized rate in the second quarter, well above first quarter's 1.6%, bringing average GDP growth for the first half of the year to a solid 2.3%, which is in line with trend growth. In a highly anticipated decision, the Federal Open Market Committee (FOMC) voted to lower the federal funds rate by 50 basis points (bps), a larger-than-expected move and their first move lower since March 2020. During his press conference, Powell described the move as a policy "recalibration," suggesting the Fed is proactively managing economic risk.

While the August jobs report was stronger than the downwardly revised weak July report, it didn't represent a full rebound, but it did alleviate some concerns about a hard landing. The establishment survey showed fewer-than-expected job gains of 142,000, primarily concentrated in the construction, leisure and hospitality, and healthcare industries, bringing the three-month moving average down to 116,000. Additionally, July's job gains were revised down to 89,000. On a positive note, the unemployment rate ticked lower from 4.25% to 4.22%, providing some relief after the recent increase.

*(continued page 4)*

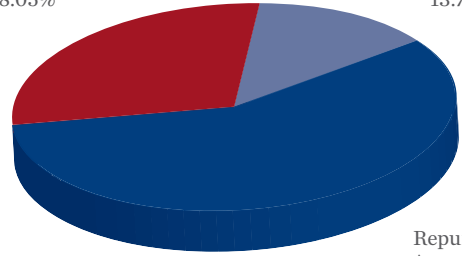
## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2024



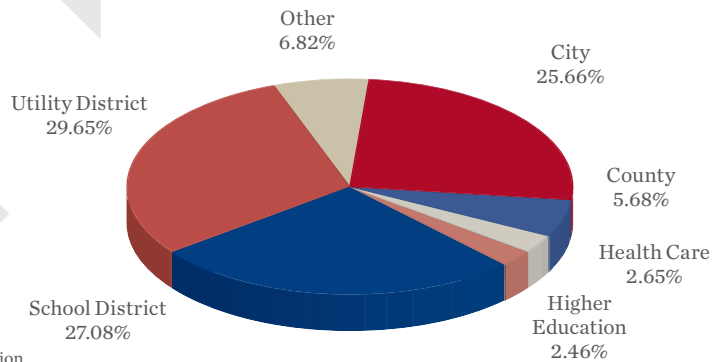
Treasuries  
28.05%

Agencies  
13.78%



Repurchase  
Agreements  
58.17%

### PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2024 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2024

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

## HISTORICAL PROGRAM INFORMATION

MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 24	5.1324%	\$10,713,994,849.49	\$10,717,808,636.16	1.000355	26	66	1056
Aug 24	5.2939%	10,960,587,143.65	10,963,170,866.05	1.000150	31	61	1048
Jul 24	5.3131%	11,614,008,231.39	11,614,697,399.72	1.000059	33	64	1043
Jun 24	5.3126%	10,696,510,063.51	10,695,858,054.79	0.999939	36	66	1040
May 24	5.3078%	10,946,135,253.27	10,946,064,280.53	0.999895	37	67	1037
Apr 24	5.3057%	11,388,285,240.44	11,386,977,182.36	0.999885	35	65	1031
Mar 24	5.2986%	11,373,415,394.49	11,372,687,872.41	0.999936	36	68	1025
Feb 24	5.3035%	11,928,691,803.89	11,927,911,436.19	0.999934	36	69	1024
Jan 24	5.3200%	11,483,316,119.03	11,483,741,551.85	1.000037	42	77	1024
Dec 23	5.3378%	10,557,076,424.02	10,557,101,303.24	0.999972	44	85	1037
Nov 23	5.3307%	10,148,883,026.83	10,148,191,305.12	0.999931	33	74	1034
Oct 23	5.3231%	10,017,668,653.01	10,016,121,800.83	0.999845	29	69	1031

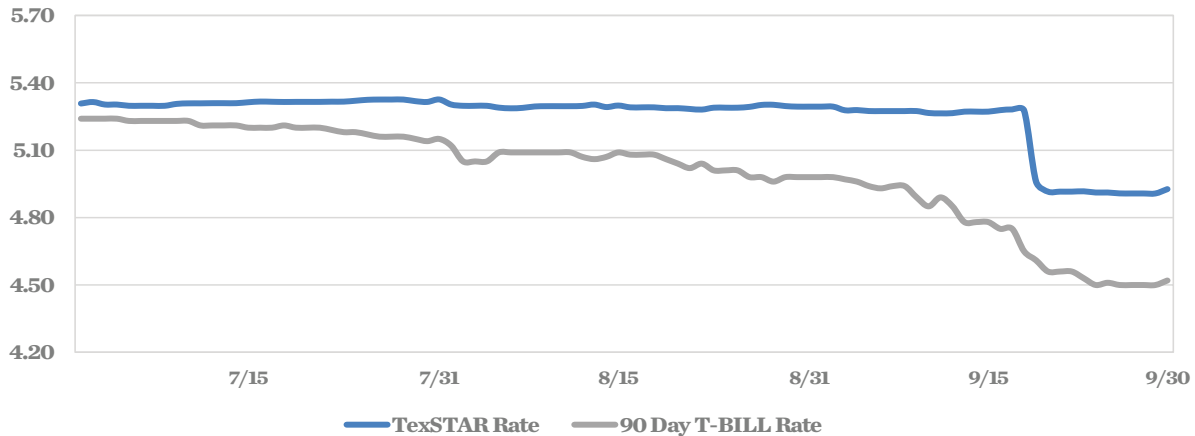
## PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2024

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 661.84	\$ 661.84
Accrual of Interest Income	11,431,698.94	11,431,698.94
Interest and Management Fees Payable	(46,926,535.66)	(46,926,535.66)
Payable for Investment Purchased	(59,317,500.00)	(59,317,500.00)
Repurchase Agreement	6,286,752,999.95	6,286,752,999.95
Government Securities	4,522,053,524.42	4,525,867,311.09
<b>TOTAL</b>	<b>\$ 10,713,994,849.49</b>	<b>\$ 10,717,808,636.16</b>

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



## TEXSTAR VERSUS 90-DAY TREASURY BILL



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

### DAILY SUMMARY FOR SEPTEMBER 2024

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2024	5.2945%	0.000145055	\$10,960,587,143.65	1.000150	29	65
9/2/2024	5.2945%	0.000145055	\$10,960,587,143.65	1.000150	29	65
9/3/2024	5.2781%	0.000144606	\$11,088,094,883.72	1.000166	29	64
9/4/2024	5.2792%	0.000144636	\$11,110,506,970.55	1.000212	29	64
9/5/2024	5.2748%	0.000144514	\$11,208,599,884.13	1.000198	28	63
9/6/2024	5.2746%	0.000144509	\$11,095,994,297.74	1.000223	28	63
9/7/2024	5.2746%	0.000144509	\$11,095,994,297.74	1.000223	28	63
9/8/2024	5.2746%	0.000144509	\$11,095,994,297.74	1.000223	28	63
9/9/2024	5.2748%	0.000144515	\$11,090,958,640.65	1.000224	27	62
9/10/2024	5.2661%	0.000144276	\$11,066,520,738.78	1.000243	27	64
9/11/2024	5.2645%	0.000144233	\$10,977,035,452.39	1.000223	26	67
9/12/2024	5.2654%	0.000144257	\$10,930,583,236.22	1.000238	26	67
9/13/2024	5.2722%	0.000144444	\$11,089,396,149.69	1.000275	25	67
9/14/2024	5.2722%	0.000144444	\$11,089,396,149.69	1.000275	25	67
9/15/2024	5.2722%	0.000144444	\$11,089,396,149.69	1.000275	25	67
9/16/2024	5.2788%	0.000144625	\$11,112,581,948.81	1.000303	25	68
9/17/2024	5.2819%	0.000144710	\$11,131,970,444.51	1.000296	25	68
9/18/2024	5.2769%	0.000144573	\$11,161,779,817.69	1.000338	25	68
9/19/2024	4.9605%	0.000135904	\$11,103,842,374.15	1.000362	25	68
9/20/2024	4.9155%	0.000134671	\$10,983,378,303.34	1.000357	25	68
9/21/2024	4.9155%	0.000134671	\$10,983,378,303.34	1.000357	25	68
9/22/2024	4.9155%	0.000134671	\$10,983,378,303.34	1.000357	25	68
9/23/2024	4.9169%	0.000134710	\$10,849,622,607.54	1.000388	25	68
9/24/2024	4.9115%	0.000134563	\$10,710,081,931.35	1.000410	25	69
9/25/2024	4.9116%	0.000134564	\$10,895,345,401.45	1.000390	25	67
9/26/2024	4.9076%	0.000134455	\$10,861,164,208.06	1.000378	25	68
9/27/2024	4.9073%	0.000134447	\$10,784,769,575.42	1.000373	24	67
9/28/2024	4.9073%	0.000134447	\$10,784,769,575.42	1.000373	24	67
9/29/2024	4.9073%	0.000134447	\$10,784,769,575.42	1.000373	24	67
9/30/2024	4.9266%	0.000134976	\$10,713,994,849.49	1.000355	24	67
<b>Average</b>	<b>5.1324%</b>	<b>0.000140615</b>	<b>\$10,993,149,088.51</b>		<b>26</b>	<b>66</b>



## *ECONOMIC COMMENTARY (cont.)*

Wages grew by 0.4% month-over-month (m/m) and 3.8% year-over-year (y/y), slightly higher than July's monthly increase. The Job Openings and Labor Turnover Survey (JOLTS) indicated an uptick in labor demand in August, with job openings rising from an upwardly revised 7.7 million to 8.0 million, the highest since May. Conversely, the quit rate ticked down again, from 2.0% to a new cycle low of 1.9%, and the hires rate, which had increased from 3.3% to 3.4% between June and July, pulled back to 3.3%.

The August CPI report came in as expected, providing further evidence that inflation is on a steady path lower. Headline inflation rose 0.2% m/m and 2.5% y/y, while core inflation rose 0.3% m/m and 3.2% y/y. In the details, food and energy prices were well behaved with energy prices falling by 0.8% m/m. Elsewhere, core goods prices eased for a sixth straight month, led lower by used vehicle prices, although tobacco prices rose by a strong 1.2% m/m. Elsewhere, shelter inflation remained elevated at 0.5% m/m, which alongside a 3.9% m/m increase in airfares, kept core services inflation elevated at 0.5%. Auto insurance prices moderated but rose by a still-warm 0.6% m/m and 16.5% y/y. Headline PCE and Core PCE both rose 0.1% m/m, bringing the y/y figures to 2.2% and 2.7%, respectively. With shelter still driving the bulk of inflation, broad disinflationary tailwinds remain well established, suggesting that inflation is on a steady path back to 2%, enabling the Fed to begin normalizing monetary policy.

While inflation and the labor market have come into better balance, the federal funds rate has remained at a highly restrictive level. With market expectations roughly split between a 25 basis point and a 50 basis point cut, the FOMC voted to reduce the federal funds rate target range by 50 bps to 4.75% – 5.00% at its September meeting, with one dissent in favor of a 25 bp cut. The economic assessment was amended to recognize that job growth has “slowed” rather than merely “moderated,” and the statement noted that the committee has gained greater confidence in inflation returning to target. The risks to employment and inflation are now considered balanced, compared to a previous tilt towards inflation. The ‘dot plot’ provided a refreshed view of the Committee’s expectations for the path of the fed funds rate. The median member now expects the policy rate to fall to 4.375% by year-end 2024, equivalent to an additional 50 bps of rate cuts this year, with an additional 100 bps of cuts anticipated in 2025 and 50 bps in 2026. The long-run dot shifted higher to 2.875%, reflecting discussions among Fed members about the possibility that the neutral policy rate is higher than previously anticipated.

In sum, the Fed delivered the message that policy normalization has begun, more cuts are coming and, despite a slightly larger cut to begin with, easing will still be gradual, barring a more material slowdown in the economy. Markets saw mixed and choppy price action following the Fed decision with short term Treasury yields falling more sharply than longer-term Treasury yields over the month. Three- and six-month Treasury bill yields fell by 49 bps and 45 bps to 4.63% and 4.41%, respectively, while one- and two-year Treasury yields declined 40 bps and 28 bps to 4.01% and 3.64%, respectively.

### **Outlook**

More than two years and 11 rate hikes later, the Fed has begun to normalize policy, with more cuts projected on the horizon. Cooling inflation in recent months has allowed the Fed to shift its focus towards supporting the labor market; while they are not overly concerned about its current state, their goal is to maintain its strength. With slowing inflation and rising unemployment, we anticipate additional front-loaded cuts to bring the Fed closer to a neutral policy stance by 2025. We believe the Fed is on track to deliver two 25 bp rate cuts by year-end and will likely continue easing in 2025. However, as Powell emphasized during the press conference, policy decisions will be contingent on evolving economic data.

The need for restrictive policy has diminished as the risks between employment and inflation have come into balance. With U.S. economic activity broadly looking healthy and the summer growth scare behind us, the Fed's decision to pre-emptively cut more aggressively likely extends the current economic cycle. This increases our conviction in a soft-landing outcome, with only a moderate rise in the unemployment rate as the base case.

This information is an excerpt from an economic report dated September 2024 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.



## TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
David Medanich	Hilltop Securities	Governing Board Secretary
Andrew Linton	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
Sandra Newby	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. Hilltop Securities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Harwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through Hilltop Securities and/or its affiliates. Hilltop Securities and J.P. Morgan Asset Management Inc. are separate entities.





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #6**

---

Discuss and consider modifying the annual toll rate escalation on Mobility Authority toll facilities and approving a toll rate adjustment for certain locations becoming effective on January 1, 2025

Strategic Plan Relevance: Stewardship  
Department: Finance  
Contact: José Hernández, Chief Financial Officer  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution.

**Background** - Section 301.002(a) of the Policy Code states that “the authority shall establish toll rates for each tolled facility operated by the authority. Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Section 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to update a toll established by this section and to certify any change to a toll made pursuant to Section 301.003.”

**Non-variable toll rates** - Section 301.003 of the Policy Code provides that, each October, Mobility Authority staff must calculate a percentage increase in toll rates charged on non-variable rate Mobility Authority toll facilities using the formula established by that section. The formula is based on changes to the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Each year, this Toll Rate Escalation Percentage is reported to the Board.

**Previous Actions** - The non-variable toll rates for the CTRMA Turnpike System have increased annually. The increases for each of the last six years are shown below.

Year	2019	2020	2021	2022	2023	2024
CPI-U	2.27%	1.71%	5.39%	8.2%	3.7%	2.44%

Increase/gantry	\$0.01- \$0.03	\$0.01- \$0.03	\$0.02- \$0.09	\$0.04- \$0.14	\$0.02- \$0.05	\$0.01- \$0.05
-----------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

2024 Increase for non-variable toll rates - The Toll Rate Escalation Percentage calculated based on the September 2024 CPI-U is 2.44%. This percentage increase in toll rates will automatically become effective on January 1, 2025, unless the Board affirmatively votes to modify the percentage. If the percentage is not modified from CPI-U, this increase will result in an additional \$0.04 to \$0.14 toll charged at each gantry for a customer in a two-axle vehicle who uses a TxTag or other transponder account.

Exempted from this action for calendar 2025 are the toll rates established by the Board on February 28, 2024 in Resolution No. 24-011 for the 183A Phase III tolling points. The rates for that segment contemplated a CPI-U factor for 2025 when adopted.

### **2021 Traffic and Revenue Forecast – Specific Tolling Point Rate Increases**

The traffic and revenue forecast that accompanied the bond refinancing in 2021 contemplated and incorporated toll rate increases at three locations in addition to the annual CPI-U. The individual toll rate increases above CIP-U at these locations were forecasted to become effective on January 1, 2025, in conjunction with the opening of 183A Phase III. The three locations were identified as having lower per mile tag rates as compared to other comparable tolling locations on the CTRMA Turnpike System.

Rather than implement the additional increases above CPI-U at one time effective on January 1, 2025, as outlined in the 2021 forecast, staff recommends staging the increases each January 1 over two-to-three-year time frames as follows:

	<b>Current Tag Rate</b>	<b>2025 CPI-U Increases</b>	<b>2021 Forecast Step Adjustment</b>	<b>2025 Tag Toll Rate</b>
Crystal Falls Ramps	\$0.53	\$0.01	\$0.08	\$0.62
Crystal Falls Main Lanes *	\$1.34	\$0.03	\$0.06	\$1.43
Lakeline Main Lanes	\$0.69	\$0.02	\$0.07	\$0.78

\* two year step adjustment cycle; other two tolling point rates will be phased-in over three years

**2024 Increase for MoPac Express Lanes** - Section 301.002 of the Policy Code provides that, the minimum toll rate per segment for the MoPac Express Lanes will be adjusted annually by \$0.07 per segment for calendar 2024, \$0.08 per segment for calendar 2025, and \$0.08 for calendar 2026 until the minimum toll rate is \$0.73, which will coincide with the expected minimum toll rate for the 183N managed lanes at the time it opens for tolling. Once the MoPac Express Lanes minimum toll rate reaches \$0.73 per segment it will be adjusted annually in accordance with the methodology for toll rate escalation provided in Section 301.003. At the October 25, 2023, meeting, the Board adopted this minimum toll rate increase schedule which has been incorporated into the Policy Code.

**Staff Recommendation** - Staff recommends adopting the CPI-U rate for all system gantries, other than the 183A Phase III tolling locations, and additional incremental rate increases at the Crystal Falls ramps and main lanes at Crystal Falls and Lakeline.

Backup Provided: Traffic Consultant Certification  
2024 CPI-U Toll Rate Calculation  
Toll Rate Schedule

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

**RESOLUTION NO. 24-0XX**

**MODIFYING THE ANNUAL TOLL RATE ESCALATION ON MOBILITY  
AUTHORITY TOLL FACILITIES AND APPROVING A TOLL RATE ADJUSTMENT  
FOR CERTAIN LOCATIONS**

WHEREAS, Section 301.003 of the Mobility Authority Policy Code provides for the calculation and implementation of a percentage increase in the toll rates charged on all toll facilities in the Mobility Authority Turnpike System, to become effective on January 1 of each year; and

WHEREAS, absent action from the Board, the toll rates on all toll facilities in the Mobility Authority Turnpike System will increase by the percentage shown in Exhibit A attached hereto (the “Toll Rate Escalation Percentage”); and

WHEREAS, the Mobility Authority Traffic and Revenue Study 2021 Update, dated September 29, 2021 (the “T&R Update”), identified certain tolling locations on the Mobility Authority Turnpike System (the “Tolling Locations”) which require a toll rate increase above the Toll Rate Escalation Percentage; and

WHEREAS, on February 28, 2024, in Resolution No. 24-011, the Board of Directors approved and adopted tolls for the 183A Phase III Toll (the “183A Phase III Toll Rates”); and

WHEREAS, Mobility Authority staff recommends that the Board of Directors modify the Toll Rate Escalation Percentage to exclude the 183A Phase III Toll Rates from the Toll Rate Escalation Percentage and adopt the tolls for the Tolling Locations consistent with the tolls identified in the T&R Update and shown in Exhibit A.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby adopts the recommendation of Mobility Authority staff to exclude the 183A Phase III Toll Rates from the Toll Rate Escalation Percentage and adopt the tolls for the Tolling Locations consistent with the tolls identified in the T&R Update and shown in Exhibit A; and

BE IT FURTHER RESOLVED, that, other than as set forth herein, the toll rates in Exhibit A attached hereto shall become effective January 1, 2025 pursuant to Section 301.003 of the Mobility Authority Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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



**Exhibit A**

**TRAFFIC CONSULTANT CERTIFICATION**  
**(October 2024 Toll Modification for January 1, 2025)**

The undersigned is a duly authorized officer of Stantec Consulting Services Inc. serving as traffic consultant (the "Traffic Consultant") to the Central Texas Regional Mobility Authority ("Authority") pursuant to that certain Master Trust Indenture, dated as of February 1, 2005, between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as Trustee (the "Master Trust Indenture"), relating to the issuance of Obligations thereunder. Any capitalized terms not otherwise defined herein have the respective meaning given to such terms in the Master Trust Indenture.

1. In accordance with Section 502 of the Master Trust Indenture, the Authority has provided us the proposed change to the Toll Rate Schedule set forth in Exhibit "A" attached hereto. In our opinion, the adoption of such proposed Toll Rate Schedule set forth in Exhibit "A" will not adversely affect the ability of the Authority to comply with its covenants in Section 502 of the Master Trust Indenture.

2. Our certification herein is based upon our opinion as to Revenues to be derived by the Authority from the ownership and operation of the System (which Revenues include investment and other income not related to Tolls that constitute the Revenues of the System as estimated by an Authorized Representative), and, to the extent necessary, a certificate of the Authorized Representative filed with the Trustee, stating the opinion of the Authority as to the amount of Operating Expenses paid or accrued during any pertinent Annual Period, assuming the proposed Toll rate schedule had been in effect during such pertinent Annual Period.

EXECUTED THIS \_\_\_\_ day of October, 2024.

**STANTEC CONSULTING SERVICES INC.**

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

Name: William Ihlo

Title: Principal



**Exhibit A: January 2025 Toll rate Calculation 183A, 290E, 71E, 45SW, 183S, MoPac N**

			CPI <sup>t-12</sup>		CPI <sup>t</sup>		(CPI <sup>t</sup> -CPI <sup>t-12</sup> )/CPI <sup>t-12</sup>	CPI Increase	New Toll rates 1/1/2025
			Current Rate	CPI base Rate Sep 2023	CPI current Rate Sep 2024	CPI Adjustment 1/1/2025			
<b>183A</b>									
	Crystal Falls ramps	ETC	\$ 0.53	307.789	315.301	2.44063%	\$ 0.09 <sup>1</sup>	\$ 0.62	
	Crystal Falls Main Lane	ETC	\$ 1.34	307.789	315.301	2.44063%	\$ 0.09 <sup>1</sup>	\$ 1.43	
	Scottsdale Ramp	ETC	\$ 0.74	307.789	315.301	2.44063%	\$ 0.02	\$ 0.76	
	Park Street mainlane	ETC	\$ 1.89	307.789	315.301	2.44063%	\$ 0.05	\$ 1.94	
	Brushy Creek Ramps	ETC	\$ 0.74	307.789	315.301	2.44063%	\$ 0.02	\$ 0.76	
	Lakeline Main Lane	ETC	\$ 0.69	307.789	315.301	2.44063%	\$ 0.09 <sup>1</sup>	\$ 0.78	
<b>290E</b>									
	183 Direct Connectors	ETC	\$ 0.71	307.789	315.301	2.44063%	\$ 0.02	\$ 0.73	
	Springdale ramps	ETC	\$ 0.71	307.789	315.301	2.44063%	\$ 0.02	\$ 0.73	
	Giles ramps	ETC	\$ 0.71	307.789	315.301	2.44063%	\$ 0.02	\$ 0.73	
	Giles Main Lanes	ETC	\$ 1.45	307.789	315.301	2.44063%	\$ 0.04	\$ 1.49	
	Harris Branch Parkway ramps	ETC	\$ 0.71	307.789	315.301	2.44063%	\$ 0.02	\$ 0.73	
	Parmer Main Lanes	ETC	\$ 0.71	307.789	315.301	2.44063%	\$ 0.02	\$ 0.73	
	130/290 Direct connectors	ETC	\$ 0.73	307.789	315.301	2.44063%	\$ 0.02	\$ 0.75	
<b>71E</b>		ETC	\$ 1.11	307.789	315.301	2.44063%	\$ 0.03	\$ 1.14	
<b>45SW</b>	Main Lanes	ETC	\$ 1.19	307.789	315.301	2.44063%	\$ 0.03	\$ 1.22	
<b>183S</b>									
	51st Street ramps	ETC	\$ 0.79	307.789	315.301	2.44063%	\$ 0.02	\$ 0.81	
	MLK/51st St Main Lanes	ETC	\$ 1.46	307.789	315.301	2.44063%	\$ 0.04	\$ 1.50	
	MLK/FM 969 Ramp	ETC	\$ 1.06	307.789	315.301	2.44063%	\$ 0.03	\$ 1.09	
	Smith Road Ramps	ETC	\$ 0.69	307.789	315.301	2.44063%	\$ 0.02	\$ 0.71	
	Thompson Ln Main Lane Plaza	ETC	\$ 1.27	307.789	315.301	2.44063%	\$ 0.03	\$ 1.30	
	Direct Connectors to/from SH 71	ETC	\$ 0.69	307.789	315.301	2.44063%	\$ 0.02	\$ 0.71	
<b>Mopac Express Lane (not in System)</b>							<b>Min Toll Increase</b>		
	Minimum per Gantry	ETC	\$ 0.57				0.08	\$ 0.65	

<sup>1</sup>In addition to CPI-U adjustment, the 2025 rate has an additional initial stepped increment to get to rates shown in previous Official Statements when bonds were last sold in 2021.

**Exhibit A: CPI for All Urban Consumers (CPI-U)**  
**Original Data Value**

Series Id: CUSR0000SA0

**Seasonally Adjusted**

**Series:** All items in U.S. city average, all urban consumers,  
**Title:** seasonally adjusted  
**Area:** U.S. city average  
**Item:** All items  
**Base:** 1982-84=100  
**Period:**  
**Years:** 2012 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	227.842	228.329	228.807	229.187	228.713	228.524	228.590	229.918	231.015	231.638	231.249	231.221
2013	231.679	232.937	232.282	231.797	231.893	232.445	232.900	233.456	233.544	233.669	234.100	234.719
2014	235.288	235.547	236.028	236.468	236.918	237.231	237.498	237.460	237.477	237.430	236.983	236.252
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805
2018	248.859	249.529	249.577	250.227	250.792	251.018	251.214	251.663	252.182	252.772	252.594	252.767
2019	252.561	253.319	254.277	255.233	255.296	255.213	255.802	256.036	256.430	257.155	257.879	258.630
2020	258.906	259.246	258.150	256.126	255.848	257.004	258.408	259.366	259.951	260.249	260.895	262.005
2021	262.518	263.583	264.910	266.752	268.452	270.664	271.994	272.789	273.887	276.434	278.799	280.808
2022	282.390	284.535	287.553	288.764	291.359	294.996	294.977	295.209	296.341	297.863	298.648	298.812
2023	300.356	301.509	301.744	303.032	303.365	304.003	304.628	306.187	307.288	307.531	308.024	308.742
2024	309.685	311.054	312.230	313.207	313.225	313.049	313.534	314.121	314.686			

**CPI for All Urban Consumers (CPI-U)**  
**Original Data Value**

Series Id: CUUR0000SA0

**Not Seasonally Adjusted**

**Series:** All items in U.S. city average, all urban consumers, **not**  
**Title:** **seasonally adjusted**  
**Area:** U.S. city average  
**Item:** All items  
**Base:** 1982-84=100  
**Period:**  
**Years:** 2012 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301			

**Exhibit A: Toll Rate Schedules effective January 1, 2025**

**2025 183A Toll Rates**

Toll Location	Payment Type	2-axis	3-axis	4-axis	5-axis	6-axis
<b>New Phase III Toll Plazas</b>						
North Whitewing Ramps	ETC	\$1.02	\$2.04	\$3.06	\$4.08	\$5.10
	PLP	\$1.12	\$2.24	\$3.37	\$4.49	\$5.61
	PBM	\$1.53	\$3.06	\$4.59	\$6.12	\$7.65
Whitewing ML Plaza	ETC	\$1.29	\$2.58	\$3.87	\$5.16	\$6.45
	PLP	\$1.42	\$2.84	\$4.26	\$5.68	\$7.10
	PBM	\$1.94	\$3.87	\$5.81	\$7.74	\$9.68
South Whitewing Ramps	ETC	\$0.76	\$1.52	\$2.28	\$3.04	\$3.80
	PLP	\$0.84	\$1.67	\$2.51	\$3.34	\$4.18
	PBM	\$1.14	\$2.28	\$3.42	\$4.56	\$5.70
San Gabriel Ramps	ETC	\$0.76	\$1.52	\$2.28	\$3.04	\$3.80
	PLP	\$0.84	\$1.67	\$2.51	\$3.34	\$4.18
	PBM	\$1.14	\$2.28	\$3.42	\$4.56	\$5.70
San Gabriel ML Plaza	ETC	\$1.09	\$2.18	\$3.27	\$4.36	\$5.45
	PLP	\$1.20	\$2.40	\$3.60	\$4.80	\$6.00
	PBM	\$1.64	\$3.27	\$4.91	\$6.54	\$8.18
<b>Existing Toll Plazas</b>						
Crystal Falls Ramps <sup>1,3</sup>	ETC	<b>\$0.62</b>	\$1.24	\$1.86	\$2.48	\$3.10
	PLP	\$0.68	\$1.36	\$2.04	\$2.72	\$3.40
	PBM	\$0.93	\$1.86	\$2.79	\$3.72	\$4.65
Crystal Falls ML Plaza <sup>2,3</sup>	ETC	<b>\$1.43</b>	\$2.86	\$4.29	\$5.72	\$7.15
	PLP	\$1.57	\$3.14	\$4.71	\$6.28	\$7.85
	PBM	\$2.15	\$4.30	\$6.45	\$8.60	\$10.75
Scottsdale Ramp	ETC	\$0.76	\$1.52	\$2.28	\$3.04	\$3.80
	PLP	\$0.84	\$1.68	\$2.52	\$3.36	\$4.20
	PBM	\$1.14	\$2.28	\$3.42	\$4.56	\$5.70
Park St ML Plaza	ETC	\$1.94	\$3.88	\$5.82	\$7.76	\$9.70
	PLP	\$2.13	\$4.26	\$6.39	\$8.52	\$10.65
	PBM	\$2.91	\$5.82	\$8.73	\$11.64	\$14.55
Brushy Creek Ramps	ETC	\$0.76	\$1.52	\$2.28	\$3.04	\$3.80
	PLP	\$0.84	\$1.68	\$2.52	\$3.36	\$4.20
	PBM	\$1.14	\$2.28	\$3.42	\$4.56	\$5.70
Lakeline ML Plaza <sup>1,3</sup>	ETC	<b>\$0.78</b>	\$1.56	\$2.34	\$3.12	\$3.90
	PLP	\$0.86	\$1.72	\$2.58	\$3.44	\$4.30
	PBM	\$1.17	\$2.34	\$3.51	\$4.68	\$5.85

**Notes:**

- 1) In addition to future CPI-U adjustments, similar incremental toll rate increases above CPI-U are planned at these locations for 2026 and 2027
- 2) In addition to future CPI-U adjustments, a similar incremental toll rate increase above CPI-U is planned at this location for 2026
- 3) Actual total rate increases implemented in 2026 and 2027 at these locations will partially depend on future CPI-U growth

**2025 290E Toll Rates**

Toll Location	Payment Type	2-axis	3-axis	4-axis	5-axis	6-axis
US 183 Direct Connectors	ETC	\$0.73	\$1.46	\$2.19	\$2.92	\$3.65
	PLP	\$0.80	\$1.60	\$2.40	\$3.20	\$4.00
	PBM	\$1.10	\$2.20	\$3.30	\$4.40	\$5.50
Springdale Ramps	ETC	\$0.73	\$1.46	\$2.19	\$2.92	\$3.65
	PLP	\$0.80	\$1.60	\$2.40	\$3.20	\$4.00
	PBM	\$1.10	\$2.20	\$3.30	\$4.40	\$5.50
Giles Ramps	ETC	\$0.73	\$1.46	\$2.19	\$2.92	\$3.65
	PLP	\$0.80	\$1.60	\$2.40	\$3.20	\$4.00
	PBM	\$1.10	\$2.20	\$3.30	\$4.40	\$5.50
Giles ML Plaza	ETC	\$1.49	\$2.98	\$4.47	\$5.96	\$7.45
	PLP	\$1.64	\$3.28	\$4.92	\$6.56	\$8.20
	PBM	\$2.24	\$4.48	\$6.72	\$8.96	\$11.20
Harris Branch Pkwy Ramps	ETC	\$0.73	\$1.46	\$2.19	\$2.92	\$3.65
	PLP	\$0.80	\$1.60	\$2.40	\$3.20	\$4.00
	PBM	\$1.10	\$2.20	\$3.30	\$4.40	\$5.50
Parmer ML Plaza	ETC	\$0.73	\$1.46	\$2.19	\$2.92	\$3.65
	PLP	\$0.80	\$1.60	\$2.40	\$3.20	\$4.00
	PBM	\$1.10	\$2.20	\$3.30	\$4.40	\$5.50
Direct Connectors from SH 130	ETC	\$0.75	\$1.50	\$2.25	\$3.00	\$3.75
	PLP	\$0.83	\$1.66	\$2.49	\$3.32	\$4.15
	PBM	\$1.13	\$2.26	\$3.39	\$4.52	\$5.65

**2025 71E Toll Rates**

Toll Location	Payment Type	2-axis	3-axis	4-axis	5-axis	6-axis
ML Plaza	ETC	\$1.14	\$2.28	\$3.42	\$4.56	\$5.70
	PLP	\$1.25	\$2.50	\$3.75	\$5.00	\$6.25
	PBM	\$1.71	\$3.42	\$5.13	\$6.84	\$8.55

**2025 45SW Toll Rates**

Toll Location	Payment Type	2-axis	3-axis	4-axis	5-axis	6-axis
ML Plaza	ETC	\$1.22	\$2.44	\$3.66	\$4.88	\$6.10
	PLP	\$1.34	\$2.68	\$4.02	\$5.36	\$6.70
	PBM	\$1.83	\$3.66	\$5.49	\$7.32	\$9.15

**2025 183S Toll Rates**

Toll Location	Payment Type	2-axis	3-axis	4-axis	5-axis	6-axis
51st St Ramps	ETC	\$0.81	\$1.62	\$2.43	\$3.24	\$4.05
	PLP	\$0.89	\$1.78	\$2.67	\$3.56	\$4.45
	PBM	\$1.22	\$2.44	\$3.66	\$4.88	\$6.10
MLK Blvd/51st St ML Plaza	ETC	\$1.50	\$3.00	\$4.50	\$6.00	\$7.50
	PLP	\$1.65	\$3.30	\$4.95	\$6.60	\$8.25
	PBM	\$2.25	\$4.50	\$6.75	\$9.00	\$11.25
MLK Blvd/FM 969 Ramp	ETC	\$1.09	\$2.18	\$3.27	\$4.36	\$5.45
	PLP	\$1.20	\$2.40	\$3.60	\$4.80	\$6.00
	PBM	\$1.64	\$3.28	\$4.92	\$6.56	\$8.20
Smith Rd Ramps	ETC	\$0.71	\$1.42	\$2.13	\$2.84	\$3.55
	PLP	\$0.78	\$1.56	\$2.34	\$3.12	\$3.90
	PBM	\$1.07	\$2.14	\$3.21	\$4.28	\$5.35
Thompson Ln ML Plaza	ETC	\$1.30	\$2.60	\$3.90	\$5.20	\$6.50
	PLP	\$1.43	\$2.86	\$4.29	\$5.72	\$7.15
	PBM	\$1.95	\$3.90	\$5.85	\$7.80	\$9.75
Direct Connectors to/from SH 71	ETC	\$0.71	\$1.42	\$2.13	\$2.84	\$3.55
	PLP	\$0.78	\$1.56	\$2.34	\$3.12	\$3.90
	PBM	\$1.07	\$2.14	\$3.21	\$4.28	\$5.35

**2025 MoPac N Toll Rates (not in System)**

Toll Location	Payment Type	2-axis
minimum per gantry	ETC	\$0.65
	PLP	\$0.72
	PBM	\$0.98



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #7**

---

Discuss and consider amending the  
Mobility Authority Policy Code §  
301.002 regarding toll rates for  
Mobility Authority express lane  
facilities

<b>Strategic Plan Relevance:</b>	Stewardship
<b>Department:</b>	Finance
<b>Contact:</b>	José Hernández, Chief Financial Officer
<b>Associated Costs:</b>	N/A
<b>Funding Source:</b>	N/A
<b>Action Requested:</b>	Consider and act on draft resolution

**Project Description/Background:** The Mobility Authority's Policy Code is a deliberate statement of intent of how the agency will operate. The Policy Code provides guidelines and, in some cases, establishes the procedures and protocol required for key processes. The goal of the Policy Code is to guide decisions and achieve rational outcomes through its utilization and implementation.

**Action Requested:** Section 301.002 of the Mobility Authority's Policy Code describes the agency's toll rate policy for the MoPac Express lanes as well as several operational issues related to the signage. Staff proposes the following changes to enhance the Policy Code. These changes include:

- Separating § 301.002 into multiple subsections to improve readability.
- Isolating aspects of the Policy Code that only applies to the MoPac Express Lanes.
- Updating the language to clearly identify the policies that apply to all Mobility Authority express lane toll facilities including the future 183 Express Lanes.
- Clarifying that the minimum toll rate per segment will be applied when technical issues prevent the toll rate from being applied.

**Previous Actions & Brief History of the Program/Project:** The Mobility Authority's Policy Code was approved by the CTRMA Board of Directors in February 2012. Numerous amendments have been made since the Policy Code's adoption.

**Staff Recommendation:** Staff recommends approving an amendment to the Mobility Authority Policy Code § 301.002 regarding toll rate signage on all express lane facilities.

**Financing:** Not applicable

**Backup Provided:** Draft resolution  
Draft Mobility Authority Policy Code § 301.002

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

**RESOLUTION NO. 24-0XX**

**AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 301.002**

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

WHEREAS, subsequent to its initial adoption, the Board of Directors 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 Central Texas Regional Mobility Authority (“Mobility Authority”); and

WHEREAS, staff recommends amending Section 301.002 of the Policy Code to (1) clearly distinguish between the provisions of the Policy Code applicable only to the MoPac Express Lanes and those that apply to all Mobility Authority express lane toll facilities, including the future 183 Express Lanes, and (2) clarify that the applicable minimum toll rate per segment will be charged when technical issues prevent the toll rate from being posted on the changeable message signs; and

WHEREAS, the Executive Director recommends amending Section 301.002 of the Policy Code as shown in Exhibit A, implementing the staff recommendations described herein.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Section 301.002 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 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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



**Exhibit A**

## 301.002 Toll Rates

(a) The authority shall establish toll rates for each tolled facility operated by the authority. Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Section 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to edit a toll established by this section to update and certify any change to a toll made pursuant to Section 301.003.

(b) The toll charge for each tolled facility operated by the authority shall be published on the authority website.

(c) The toll charged for use of the MoPac Express Lanes shall be comprised of both a minimum toll, as well as a variable component that is activated during higher traffic volumes. The minimum toll rate per segment will be adjusted annually by \$0.07 per segment for calendar 2024, \$0.08 per segment for calendar 2025, and \$0.08 for calendar 2026 until the minimum toll rate is \$0.73, which will coincide with the expected minimum toll rate for the 183N ~~managed-Express Lanes~~ at the time it opens for tolling. Once the MoPac Express Lanes minimum toll rate reaches \$0.73 per segment it will be adjusted annually in accordance with the methodology for toll rate escalation provided in Section 301.003.

~~(d) There shall be no maximum toll rate on Express Lane facilities.~~

~~(e) To maximize throughput and maintain free flowing conditions, the toll rate for each MoPac Express-express Lane-lane segment shall change on a real-time basis based on traffic volumes. When traffic volumes increase, the minimum toll rate shall be increased as much as necessary to prevent the MoPac Express-express Lane-lane(s) from becoming congested. When traffic volumes decrease, the toll rate shall be reduced to encourage use of the MoPac Express-express Lane-lane(s).~~

~~(f) The primary goals of the variable toll rates is-are to minimize congestion on the MoPac Express-express Lanes-lanes and to encourage more people to ride public transit or join a registered vanpool.~~

~~(g) Changeable message signs shall be located prior to the entrance of each MoPac Express-express Lane-lane segment to notify customers of the current toll rate. A customer shall never pay more than the toll rate information shown on the sign located near the vehicle's entry point, but point may be charged less. If a technical issue prevents a toll rate from being posted, then a customer shall be charged the minimum toll rate per segment.~~

~~(h) The Mobility Authority may reduce toll rates if it determines that operational issues warrant such an adjustment.~~

### **301.002 Toll Rates**

- (a) The authority shall establish toll rates for each tolled facility operated by the authority. Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Section 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to edit a toll established by this section to update and certify any change to a toll made pursuant to Section 301.003.
- (b) The toll charge for each tolled facility operated by the authority shall be published on the authority website.
- (c) The toll charged for use of the MoPac Express Lanes shall be comprised of both a minimum toll, as well as a variable component that is activated during higher traffic volumes. The minimum toll rate per segment will be adjusted annually by \$0.07 per segment for calendar 2024, \$0.08 per segment for calendar 2025, and \$0.08 for calendar 2026 until the minimum toll rate is \$0.73, which will coincide with the expected minimum toll rate for the 183N Express Lanes at the time it opens for tolling. Once the MoPac Express Lane minimum toll rate reaches \$0.73 per segment it will be adjusted annually in accordance with the methodology for toll rate escalation provided in Section 301.003.
- (d) There shall be no maximum toll rate on express lane facilities.
- (e) To maximize throughput and maintain free flowing conditions, the toll rate for each express lane segment shall change on a real-time basis based on traffic volumes. When traffic volumes increase, the minimum toll rate shall be increased as much as necessary to prevent the express lane(s) from becoming congested. When traffic volumes decrease, the toll rate shall be reduced to encourage use of the express lane(s).
- (f) The primary goals of the variable toll rates are to minimize congestion on express lanes and to encourage more people to ride public transit or join a registered vanpool.
- (g) Changeable message signs shall be located prior to the entrance of each express lane segment to notify customers of the current toll rate. A customer shall never pay more than the toll rate information shown on the sign located near the vehicle's entry point. If a technical issue prevents a toll rate from being posted, then a customer shall be charged the minimum toll rate per segment.
- (h) The Mobility Authority may reduce toll rates if it determines that operational issues warrant such an adjustment.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #8**

---

Discuss and consider approving an amendment to the interlocal agreement with the Texas Department of Transportation for highway emergency response operations (HERO) to add services for 183 Toll, 45SW Toll, 183A Phase III and the 183N Express Lanes and remove services for MoPac south of Stratford Drive

<b>Strategic Plan Relevance:</b>	Collaboration, Safety, Service, Stewardship
<b>Department:</b>	Operations
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	Amount not to exceed \$11,904,408 for five years through August 31, 2028
<b>Funding Source:</b>	Operating Budget / MoPac Revenue Fund
<b>Action Requested:</b>	Consider and act on draft resolution

**Project Description/Background:** The Texas Department of Transportation (TxDOT) assumed responsibility for the Highway Emergency Response Operator (HERO) roadside assistance program in October 2017. Beginning October 2017, newly designed HERO trucks started patrolling I-35 in Hays County and US 183 in Del Valle. In December 2017, additional trucks began patrolling I-35 from Georgetown to Kyle, and US 183 from Lakeline Mall Drive to US 290. In January 2018, the scope of services was expanded to include SH 71 and MoPac.

Today, the free Highway Emergency Response Operator (HERO) patrol operated by TxDOT and the Capital Area Metropolitan Planning Organization (CAMPO) covers 310 miles. The goal of the HERO program is to improve safety and keep traffic flowing in the greater Austin area. HERO services include:

- Relocating disabled vehicles to safety

- Removing minor crashes from the roadway
  - Providing traffic and lane control at crash scenes
  - Removing debris from travel lanes
  - Changing flat tires
  - Giving air to low tires
  - Adding gasoline and water
  - Performing minor vehicle repairs
  - Jump-starting batteries
  - Assisting first responders at crash scenes
- Providing drinking water and cell phone services to stranded motorists

Under their contract with TxDOT, Serco, Inc. manages and operates the HERO program. Serco provides all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to support the Highway Emergency Response Operator (HERO) roadside assistance program.

**Current Action Requested:** The Mobility Authority shares in the cost of the HERO program under an existing Interlocal Agreement (ILA) with the Texas Department of Transportation that details each party's respective obligations. The cost-sharing percentages are based upon the established share of roadway maintenance costs between TxDOT and the Mobility Authority. Based upon those calculations, the Mobility Authority's annual participation cost to extend HERO services to all its toll facilities is \$2,380,896.

Today's action authorizes the Executive Director to finalize and execute an amendment of the HERO interlocal agreement with TxDOT to add the 183 Toll and 45SW Toll as well as 183A Phase III and 183N Express Lanes tolled facilities to the list of Mobility Authority roadways where HERO could be deployed if/when desired. The amendment reduces the scope of services for the MoPac North Express Lane to terminate at Stratford Drive.

The totality of these changes adds \$5,862,732.36 to the total contract value. The new agreement will be effective for five (5) years through August 31, 2028. Either party can terminate the agreement with 30 days' written notice.

Staff anticipates issuing an NTP to expand HERO services to the 290 Toll and 183 Toll facilities if the amendment is approved. This action will bring much-needed resources to these corridors and increase the Authority's annual operating costs by \$321,768.00. (This action was anticipated in the FY25 budget development process and funding was

appropriated.)

The totality of these changes adds \$5,862,732.36 to the total contract value and an annual amount of \$1,172,560.87.

**Previous Actions:** In August 2020 the Mobility Authority's board approved an Interlocal Agreement with TxDOT for HERO services. The total not to exceed amount was \$3,482,914.54; however, the contract scope was limited to the MoPac Express lanes which reduced the total contract cost to \$443,486.61. The ILA expired on August 31, 2023.

A new interlocal agreement was approved by the Mobility Authority's Board in August 2023 for a not to exceed amount of \$6,041,675.64. Today's action modifies the scope of the current ILA as well as the contract value.

**Financing:** Not Applicable

**Action requested/Staff Recommendation:** Staff recommends the Board approve the Interlocal Agreement with the Texas Department of Transportation for Highway Emergency Response Operation (HERO) services.

**Backup Provided:** Draft resolution  
HERO Interlocal Agreement  
HERO ILA - Attachment A - Scope  
HERO ILA - Attachment B - Budget  
HERO ILA - Attachment C - Terms & Conditions  
HERO ILA - Attachment D - Resolution [cover page]  
HERO ILA - Attachment E - Location map

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

**RESOLUTION NO. 24-0XX**

**APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT  
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE  
HIGHWAY EMERGENCY RESPONSE OPERATION (HERO) PROGRAM**

WHEREAS, the Central Texas Regional Mobility Authority (the “Mobility Authority”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, et. seq. (the “RMA Rules”); and

WHEREAS, the Board of Directors of the Mobility Authority has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, § 370.033 of the Transportation Code provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services; and

WHEREAS, by Resolution No. 23-030, dated August 16, 2023, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) for the administration the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas including Mobility Authority facilities through; and

WHEREAS, the Mobility Authority desires the expansion of HERO services on 45SW, 183 Toll, 183A Phase II and 183N Express Lanes; and

WHEREAS, TxDOT has proposed an amendment to the interlocal agreement in an amount not to exceed \$5,862,732.36 to expand HERO services on Mobility Authority facilities to include 45SW, 183 Toll, 183A Phase II and 183N Express Lanes through August 31, 2028; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the proposed amendment to the interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in an amount not to exceed \$5,862,732.36, bringing the total interlocal agreement not to exceed amount to \$11,904,408.00 through August 31, 2028 and in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to execute the amendment to the interlocal agreement with TxDOT, in the form or substantially the same form as is attached hereto as Exhibit A, for an amount not to exceed \$5,862,732.36 to expand HERO services on Mobility Authority facilities to include 45SW, 183 Toll, 183A Phase II and 183N Express Lanes.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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



**Exhibit A**

**Interlocal Amendment  
Contract Services Transmittal Form**

From: Austin District  (District/Division)	Contact Person: Brenda D. Guerra, P.E.  Phone No.: 512-588-9335
Subject: HERO CTRMA Amendment	
Other Agency/Entity:  CTRMA, Central Texas Regional Mobility Authority	Contract Maximum Amount Payable:  \$11,904,480
Are any federal funds used in this contract? No  If yes, what kind of federal funds.	
Will the non-TxDOT party undertake any out-of-state travel?    Yes _____    No <u>  x  </u>	
Was the standard amendment format modified?    Yes _____    No <u>  x  </u>  If modified, date of Contract Services approval: _____  Modifications made are as follows:	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO INTERLOCAL CONTRACT**

**Amendment Number   1**

**THIS INTERLOCAL AMENDMENT** is made by and between the State of Texas acting by and through the Texas Department of Transportation, (TxDOT), and Central Texas Regional Mobility Authority (CTRMA) (Local Government), and shall become effective when fully executed by both parties.

**BACKGROUND**

The TxDOT and the Local Government executed a contract on August 25, 2023 concerning TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the four highway segments identified by the Project Location Maps attached as Tx 1/Loop1/Mopac; 290 East Toll Rd/Manor Expressway; 183A Toll Road; and SH 71 Express Toll Road. CTRMA will contribute to the costs TxDOT incurs to provide that service.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Contract to amend the contract as follows:

**AGREEMENT**

**II. PURPOSE:** TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the eight highway segments identified by the Project Location Maps attached as Tx 1/Loop1/Mopac; 290 Toll; 183A Toll (Phase I-II); 71 Toll Lane; 45SW Toll; 183 Toll; 183A Toll (Phase III); and 183 Express Lanes. CTRMA will contribute to the costs TxDOT incurs to provide that service.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$11,904,480 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**VI. LEGAL AUTHORITY:**

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated October 30, 2024, has authorized the Local Government to obtain the services described in **Attachment A**.

This amendment incorporates the revisions to provisions of **Attachment B**, Budget, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

All other terms and conditions of the above-numbered Interlocal Contract not hereby amended remain in full force and effect.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
          AUTHORIZED SIGNATURE

Name \_\_\_\_\_  
          TYPED OR PRINTED NAME

Title \_\_\_\_\_  
          TYPED OR PRINTED TITLE

**THE STATE OF TEXAS**

By \_\_\_\_\_ Date \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

**11,904**  
**ATTACHMENT B**  
**Budget**

**Annual Budget FY 2024, FY 2025, FY2026, FY2027, & FY 2028**

The Local Government will reimburse TxDOT for the established share of maintenance costs calculated under Table B-1 below as a percentage of the costs incurred by TxDOT to provide HERO services on the Texas capital region roadways. Table B-2 below is the estimated cost for all roadways per year and the contract total for five years.

**Table B-1: Cost Sharing Percentage Split for Routine Maintenance**

Roadway	Roadways/Segments	North or West Limit	South or East Limit	Miles	Total Estimated Cost	% split	CTRMA Participation Cost
1	TX 1/Loop 1/MoPac (General Purpose and Express Lane)	Parmer Lane	Stratford Drive	11.6	\$835,200.00	25%	\$208,800.00
2	290 Toll	US 183	Joyce Turner Drive in Manor	6.3	\$453,600.00	67%	\$303,912.00
3	183A Toll (Phase I-II)	RM 620	US 183	10.5	\$756,000.00	100%	\$756,000.00
4	71 Toll Lane	US 183 South	E of SH 130	4.7	\$338,400.00	46%	\$155,664.00
5	45 SW Toll	TX1/Loop 1/Mopac	FM 1626	5	\$360,000.00	100%	\$360,000.00
6	183 Toll	US 290	SH 71	8.9	\$640,800.00	53%	\$339,624.00
7	183A Toll (Phase III)	CR 258/CR 213	US 183	4.8	\$345,600.00	48%	\$165,888.00
8	183 Express Lane	E of TX1/Loop 1/Mopac	RM 620	7.9	\$568,800.00	16%	\$91,008.00
				59.7	\$4,298,400.00		\$2,380,896.00

**Table B-2: Cost per Year**


Roadway	Roadways/Segments	FY 24	FY 25	FY 26	FY 27	FY 28	Contract Total
		CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	
1	TX 1/Loop 1/MoPac (General Purpose and Express Lane)	\$208,800.00	\$208,800.00	\$208,800.00	\$208,800.00	\$208,800.00	\$1,044,000.00
2	290 Toll	\$303,912.00	\$303,912.00	\$303,912.00	\$303,912.00	\$303,912.00	\$1,519,560.00
3	183A Toll (Phase I-II)	\$756,000.00	\$756,000.00	\$756,000.00	\$756,000.00	\$756,000.00	\$3,780,000.00
4	71 Toll Lane	\$155,664.00	\$155,664.00	\$155,664.00	\$155,664.00	\$155,664.00	\$778,320.00
5	45 SW Toll	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$1,800,000.00
6	183 Toll	\$339,624.00	\$339,624.00	\$339,624.00	\$339,624.00	\$339,624.00	\$1,698,120.00
7	183A Toll (Phase III)	\$165,888.00	\$165,888.00	\$165,888.00	\$165,888.00	\$165,888.00	\$829,440.00
8	183 Express Lane	\$91,008.00	\$91,008.00	\$91,008.00	\$91,008.00	\$91,008.00	\$455,040.00
	<b>Total</b>	<b>\$2,380,896.00</b>	<b>\$2,380,896.00</b>	<b>\$2,380,896.00</b>	<b>\$2,380,896.00</b>	<b>\$2,380,896.00</b>	<b>\$11,904,480.00</b>

**ATTACHMENT D**  
**Resolution or Ordinance**



## ATTACHMENT E

### Roadways/Segments and Limits for Safety Service Patrol



## CTRMA Roadway Segment

Phase	Roadways/Segments	Operator	North or West Limit - South or East Limit	Miles	Total Miles
1	I-35 (South extension)	TxDOT	Yarrington Road in Kyle - Hays / Comal County line	12.8	142.2
	US 183 (South extension)	TxDOT	TX 71 East - SH 45 Southeast	9.9	
	I-35 (existing)	TxDOT	SH 130 in Georgetown - Yarrington Road in Kyle	54.8	
	US 183 (existing)	TxDOT	Lakeline Mall Drive - US 290 East	13.9	
	TX 71 *	TxDOT	RR 620 at the City of Bee Cave - US 183 South	19.1	
	TX 1 / Loop 1 / MoPac (General Purpose Lanes and Express Lane) **	CTRMA	Parmer Lane - Stratford Drive	11.6	
	TX 1 / Loop 1 / MoPac (FR and ML)	TxDOT	Stratford Drive - SH 45 South	10.2	
	US 290 West	TxDOT	Hays / Travis County Line - TX 71 at the Y at Oak Hill	6	
	TX 71 East (non-tolled lanes)	TxDOT	US 183 South - SH 130	3.9	
2	SH 130 (segments 1 - 4 ) Toll Road (existing)	TxDOT	I-35 North in Georgetown - SH 45 Southeast	49	72.8
	Loop 1 North Toll Road (existing)	TxDOT	SH 45 North - Parmer Lane	4	
	SH 45 North Toll Road (existing)	TxDOT	US 183 North - SH 130 North	12.8	
	SH 45 Southeast Toll Road (existing)	TxDOT	I-35 South in Creedmoor - SH 130 South	7	
3	US 290 East	TxDOT	East Koenig Lane - Greenbury Drive in Manor	11.6	68.6
	290 Toll	CTRMA	US 183 - Joyce Turner Drive in Manor	6.3	
	183A Toll (Phase I-II)	CTRMA	RM 620 - US 183	10.5	
	71 Toll Lane	CTRMA	US 183 South - E of SH 130	4.7	
	45 SW Toll	CTRMA	TX1/Loop 1/Mopac - FM 1626	5.0	
	183 Toll	CTRMA	US 290 - SH 71	8.9	
	US 183 (non-tolled lanes)	TxDOT	US 290 - SH 71	8.9	
	183A Toll (Phase III)	CTRMA	CR 258/CR 213 - US 183	4.8	
	183 Express Lanes	CTRMA	E of TX1/Loop 1/Mopac - RM 620	7.9	
4	TX 360 / Loop 360 / Capital of TX	TxDOT	TX 1 / Loop 1 / Mopac North - Ben White / US 290 West / TX 71	14.6	53.6
	RR 620	TxDOT	US 183 North - TX 71 West	18.9	
	US 79	TxDOT	I-35 North in Round Rock - Ed Schmidt Blvd. in Hutto	7.7	
	I-35 (North Extension)	TxDOT	Bell / Williamson County Line - SH130	12.4	
<b>TOTAL PROGRAM MILES</b>					<b>337.2</b>

\* A segment of TX-71 West, from The Y at Oak Hill to I-35, is concurrent with US 290 West.

\*\* CTRMA Route currently serviced by HERO program, others awaiting NTP





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #9**

---

Discuss and consider approving a contract with Penn Credit Corporation to provide process servers to support the Mobility Authority's Habitual Violator Program

<b>Strategic Plan Relevance:</b>	Stewardship
<b>Department:</b>	Operations
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	Not to Exceed \$150,000
<b>Funding Source:</b>	FY25 Operations Operating Budget
<b>Action Requested:</b>	Approve a contract with Penn Credit to provide Unpaid Tolls Enforcement Processing Services

**Project Background / Description:** The Central Texas Regional Mobility Authority invited bids to provide processing services for unpaid tolls to support the Mobility Authority's toll violation enforcement program. These services include the identification and location of registered vehicle owners, serving a Notice of Intent to Impound to these vehicle owners, and providing a sworn declaration to the Authority that the Notice was served.

Section 372.112 of the Texas Transportation Code authorizes the impoundment of motor vehicles observed by a peace officer to be operated in violation of a Prohibition Order. Impoundment can only be enforced if personal notice is given to the registered owner of the vehicle stating the toll project entity's intent to have the vehicle impounded on a second or subsequent violation of Section 372.110(a). The notice can be provided at the time of an appeals hearing under Section 372.107; at the time of the previous traffic stop involving a violation of Section 372.110(a); or by personal service.

**Previous Actions & Brief History of the Program/Project:** The Mobility Authority has taken steps to capture traffic stop information related to vehicles stops on roadways in violation of the Prohibition Notice. Based on the Texas Transportation Code and data

available, the Mobility Authority is able to determine vehicles owners that are eligible to be served and as a result, impounded.

**Current Action:** The Mobility Authority prepared the Invitation to Bid (ITB) for Unpaid Tolls Enforcement Processing Services. The ITB included information about requirements, certifications, and preferences. The selected vendor must be certified by the Texas Judicial Branch Certification Commission and eligible to serve notices in Bastrop, Bell, Burnet, Hays, Travis, and Williamson counties. The Authority sought pricing for up to three (3) personal service attempts for identified registered passenger vehicle owners and up to five (5) attempts for vehicles registered to commercial entities. The selected vendor will be required to submit a sworn Declaration confirming delivery of the impound notice or provide information if the service attempt is unsuccessful.

The ITB was provided to five (5) vendors for response. Two updates were made to the ITB, and one clarification email was provided to proposers

- 7/12/2024 – ITB v1.0 sent via email to proposers
- 8/15/2024 – ITB v1.1 with updated due date and simplified response form.
- 8/20/2024 – ITB v1.2 with updated due date
- 8/23/2024 – Clarifications sent via email

One response was received from Penn Credit, listing Sparre Processing as a subcontractor. All expectations of the invitation to bid were met with the response.

The initial term for these services is one (1) year and may be extended for one additional 1-year renewal. The contract's total not to exceed value is \$150,000.

**Financing:** FY25 Operating Budget

**Action Requested/Staff Recommendation:** Staff recommends approving a contract with Penn Credit to provide unpaid tolls enforcement processing service to support CTRMA's toll violation enforcement program.

**Backup provided:** Draft Resolution  
CTRMA Process Services ITB v1.2  
CTRMA Process Services ITB v1.1 Exhibits

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

**RESOLUTION NO. 24-0XX**

**APPROVE AN AGREEMENT WITH PENN CREDIT TO PROVIDE PROCESS  
SERVERS TO SUPPORT THE MOBILITY AUTHORITY'S HABITUAL VIOLATOR  
PROGRAM**

WHEREAS, Section 372.112 of the Texas Transportation Code authorizes the Mobility Authority to impound motor vehicles observed by a peace officer to be operated in violation of a prohibition order issued by the Mobility Authority as part of the Mobility Authority's Habitual Violator Program; and

WHEREAS, the Mobility Authority requires process servers to serve personal notice to the registered owner of a vehicle of the Mobility Authority's intent to have a vehicle impounded, as required under Section 372.112 of the Texas Transportation Code; and

WHEREAS, the Mobility Authority extended an invitation to bid ("ITB") to five (5) qualified firms to provide process servers to support the Mobility Authority's Habitual Violator Program; and

WHEREAS, the Mobility Authority received one (1) response to the ITB from Penn Credit Corporation ("Penn Credit"); and

WHEREAS, the response was reviewed by the Executive Director and staff, and all expectations of the ITB were met with the response; and

WHEREAS, the Executive Director recommends that the Board of Directors approve an agreement with Penn Credit to provide process servers to support the Mobility Authority's Habitual Violator Program for an initial term of one (1) year with an optional one (1) year extension, and a not to exceed amount of \$150,000, in the form or substantially the same form as set forth in Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the agreement with Penn Credit to provide process servers to support the Mobility Authority's Habitual Violator Program for an initial term of one (1) year with an optional one (1) year extension, and a not to exceed amount of \$150,000 in the form or substantially the same form as set forth in Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the agreement with Penn Credit on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**



## Central Texas Regional Mobility Authority

### Invitation to Bid for Unpaid Tolls Enforcement Processing Services

#### Procurement Executive Summary

CTRMA and AtkinsRéalis prepared the Invitation to Bid (ITB) from qualified Contractors to provide processing services to support CTRMA's toll violation enforcement program. These services include the identification and location of registered vehicle owners, serving a *Notice of Intent to Impound* to these vehicle owners, and providing a sworn declaration to the Authority that the *Notice* was served.

The initial term for these services is one (1) year and may be extended for one additional 1-year renewal. The maximum contract value is \$150,000 annually.

#### Information provided in the ITB

- Contractor will be required to submit a sworn Declaration confirming delivery of the impound notice or provide information if the service attempt is unsuccessful. A sample Process Server Declaration was included in the ITB.
- Contractor must be certified by the Texas Judicial Branch Certification Commission and eligible to serve notices in Bastrop, Bell, Burnet, Hays, Travis, and Williamson counties.
- Preference is given to firms who can receive notices and submit delivery confirmation and status updates electronically. A copy of CTRMA's Impoundment Remedy Workflow was included with the ITB.

#### Requested Responses from Proposers

- Letter from proposer confirming their understanding of the request and confirmation of their ability to deliver.
- Company profile information (form with specific questions)
- Bid Tabulation Sheet (form to complete)
  - Unit cost for up to three (3) personal service attempts of CTRMA's Notice of Intent to Impound for identified registered passenger vehicle owners
  - Unit cost for each additional registered passenger vehicle owner attempt
  - Unit cost for up to five (5) personal service attempts of CTRMA's Notice of Intent to Impound for identified registered commercial vehicle owners
  - Unit cost for each additional registered commercial vehicle owner attempt
- Signed Conflict of Interest Form

#### Schedule Two updates were made to the ITB, and one clarification email was provided to proposers of Events

- 7/12/2024 – ITB v1.0 sent to three vendors
- 8/15/2024 – ITB V1.1 sent to four vendors with Updated updated due date and simplified response form
- 8/20/2024 – ITB V1.2 sent to five vendors with Updated due date
- 8/23/2024 – Clarification meeting held with Penn Credit to hear their questions
- 8/23/2024 – Clarifications sent to five vendors via email
- 9/5/2024 – Due date for responses



One response was received from Penn Credit, listing Sparre Processing as a subcontractor. All expectations of the proposers were met with the response.

### Procurement Order of Events

7/12/2024	Extension of Invitation to Bid sent to three proposers: <ul style="list-style-type: none"><li>▪ <b>Austin Process LLC</b></li><li>▪ <b>Professional Civil Process</b></li><li>▪ <b>Sparre Process Serving, LLC</b></li><li>▪ <del>Professional Civil Process</del></li></ul> Bid Proposal Packages <b>Due Date – 8/13/2024</b>
7/19/2024	Sparre Process Serving sent pricing via email, but will not formally respond.
7/26/2024	Last Day to Receive Questions; no questions received
8/13/2024	Bid Proposal Packages Due; no responses received.
8/15/2024	Updated ITB Documents <ul style="list-style-type: none"><li>▪ CTRMA Process Services ITB v1.1.pdf<ul style="list-style-type: none"><li>○ Updated Bid Proposal Packages <b>Due Date – 8/22/2024</b></li></ul></li><li>▪ CTRMA Process Services ITB v1.1 Exhibits.docx<ul style="list-style-type: none"><li>○ Simplified response forms</li></ul></li></ul> Emailed updated ITB <b>v1.1</b> documents: <ul style="list-style-type: none"><li>▪ Emailed to original three proposers</li><li>▪ ITB <b>also</b> sent to <b>Penn Credit</b></li></ul>
8/19/2024	Penn Credit requested a clarification phone call; scheduled for 8/23/2024. <u>Emailed updated ITB v1.1 documents:</u> <ul style="list-style-type: none"><li>▪ <b>ITB sent to Wyatt Process Service</b></li></ul>
8/20/2024	Updated ITB Documents sent to all proposers <ul style="list-style-type: none"><li>▪ CTRMA Process Services ITB v1.2.pdf<ul style="list-style-type: none"><li>○ Updated Bid Proposal Packages <b>Due Date – 9/9/2024</b></li></ul></li></ul>
8/23/2024	Clarification phone call held with Penn Credit <ul style="list-style-type: none"><li>▪ Clarification Email sent to all proposers</li></ul>
9/9/2024	<b>Bid Proposal Packages Due – one response received from Penn Credit</b>



**Penn Credit Bid Tabulation Sheet**

DESCRIPTION	UNIT COST
Up to three (3) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered passenger vehicle owners	Service in Travis/Williamson Counties: \$95.00 Service in all other Texas Counties: \$135.00
Each additional registered passenger vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00 Service in all other Texas Counties: \$50.00
Up to five (5) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered commercial vehicle owners	Service in Travis/Williamson Counties: - First 3 attempts: \$95.00 - Attempts 4 & 5 are \$35.00 each  Service in all other Texas Counties: - First 3 attempts: \$135.00 - Attempts 4 & 5 are \$50.00 each
Each additional registered commercial vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00 Service in all other Texas Counties: \$50.00

	Travis / Williamson County		Other Counties Service	
	Passenger Vehicle	Commercial Vehicle	Passenger Vehicle	Commercial Vehicle
<b>TOTAL</b>	<b>\$285.00</b>	<b>\$355.00</b>	<b>\$405.00</b>	<b>\$505.00</b>
1st Attempt	\$95.00	\$95.00	\$135.00	\$135.00
2nd Attempt	\$95.00	\$95.00	\$135.00	\$135.00
3rd Attempt	\$95.00	\$95.00	\$135.00	\$135.00
4th Attempt	\$35.00	\$35.00	\$50.00	\$50.00
5th Attempt	\$35.00	\$35.00	\$50.00	\$50.00
6th Attempt	\$35.00	\$35.00	\$50.00	\$50.00
All after 6	\$35.00	\$35.00	\$50.00	\$50.00

	3 attempts	5 attempts	3 attempts	5 attempts
95 vehicles	\$27,075.00	\$33,725.00	\$38,475.00	\$47,975.00

380 Estimated number of vehicles  
 1,520 Estimated number of attempts  
 \$147,250.00 Estimated Total Cost



# *PennCredit*

2800 Commerce Drive, Harrisburg, PA 17110  
[www.penncredit.com](http://www.penncredit.com)  
800.800.3328

## **INVITATION TO BID (ITB)**

### **UNPAID TOLLS ENFORCEMENT PROCESSING SERVICES**

#### **Respectfully submitted to:**

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# PennCredit

---

2800 Commerce Drive • Harrisburg, PA 17110

September 5, 2024

Central Texas Regional Mobility Authority  
Attention: Tracie Brown, Director of Operations  
3300 N IH-35, Suite 300  
Austin, Texas 78705

Subject: ITB Unpaid Toll Enforcement Processing Services

Dear Ms. Brown:

Having carefully examined the Bid Scope, of the above subject project, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included on the attached Bid Tabulation Sheet.

The undersigned firm agrees to keep this offer open for acceptance for sixty (60) days after the date of the Bid Proposal Package opening. The signer of this Proposal hereby declares that the only person, persons, company, or parties interested in this Bid Proposal Package as principals are named herein, that this Bid Proposal Package is made without connection with any other person, persons, company, or parties submitting a proposal; and that it is in all respects fair and in good faith, without collusion or fraud.



Thomas Foley, Jr.  
Chief Executive Officer

9/5/24

Date



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## EXHIBIT D: CONFLICT OF INTEREST DISCLOSURE STATEMENT

This Disclosure Statement outlines potential conflicts of interest because of a previous or current business relationship between the undersigned individual (and/or the firm for which the individual works) and an individual or firm submitting a Qualification Statement or otherwise under consideration for a contract associated with the CTRMA Process Services Procurement.

Section I of this Disclosure Statement Form describes the potential conflicts of interest.

Section II of this Disclosure Statement Form describes the Respondent's management plan for dealing with potential conflicts of interest as described in Section I of this form.

This Disclosure Statement is being submitted in compliance with the Central Texas Regional Mobility Authority's Conflict of Interest Policy for Consultants. The undersigned acknowledges that approval of the proposed management plan is within the sole discretion of the Central Texas Regional Mobility Authority.

### SECTION I. Description of Potential Conflicts of Interest.

Penn Credit is not aware of any potential conflicts of interests in our bid to provide Process Services.

---

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

Not applicable

---

SIGNED:  DATE: September 5th, 2024

PRINTED NAME AND TITLE: Thomas Foley, Jr, Chief Executive Officer

REPRESENTING: Penn Credit Corporation

### SECTION III. APPROVED BY THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## EXHIBIT B: COMPANY PROFILE AND SERVICE PLAN

REQUESTED INFORMATION	RESPONSE
Respondents Firm Name	Penn Credit Corporation
Firm Mailing Address	2800 Commerce Drive, Harrisburg, PA 17110
Firm Email Address	www.PennCredit.com
Primary Contact Telephone Number	888-801-4602
Primary Contact Fax Number	717-238-8441
Number of Years in Business	37 years
Major Business Lines/Markets Served	<p>Penn Credit is a leading provider of debt collection services for toll road Pay-By-Mail invoices, toll violations and toll road property damage as well as DMV registered owner skip tracing services to toll agencies throughout the country. In addition to the tolling industry, Penn Credit provides debt collection services to State, county and local governments, courts, utilities and healthcare entities. Our first-party division, Penn Billing, also provides a range of customer contact and billing solutions.</p> <p>For this opportunity, Penn Credit is proposing as a subcontractor, Sparre Process Serving, LLC (Sparre). Based in Austin (TX), Sparre's primary business line is process serving; they also offer mobile notary services.</p>
Company History	<p>Penn Credit was established in 1987 and has been providing services to the tolling industry since 1998. As a subcontractor on CTRMA's Pay-By-Mail contract with ViaPlus, Penn Credit has been providing DMV registered owner skip tracing services since late 2018 and debt</p>

	<p>collection services for delinquent Pay-By-Mail toll invoices since April 2019.</p> <p>Sparre Process Serving was founded in Austin in 2008 by Corin Sparre and has grown organically throughout the past 16 years. Their commitment to reliability, effectiveness, and superior customer service has generated a word-of-mouth campaign that has become their most valuable and effective means of advertising. Today, the firm operates not only in the Austin metro area but throughout the country.</p>
Relevant Operating Segments	<p>Penn Credit provides third party debt collection services, first party collection and contact center services (in the name of our client) as well as DMV registered owner skip tracing.</p> <p>Sparre provides process serving as well as mobile notary services.</p>
Office Locations	<p><b><i>Penn Credit Headquarters:</i></b> 2800 Commerce Dr., Harrisburg, PA 17110</p> <p><b><i>Sparre Process Serving Headquarters:</i></b> 500 E. 4th St., #143, Austin, TX 78701</p>
Any Joint Venture Partners	Penn Credit is not proposing a joint venture.
List of specific officers who are authorized to execute agreements on behalf of the Respondent	Richard Templin (President) and Thomas Foley, Jr. (CEO) are authorized to executive agreements on behalf of Penn Credit.
Confirmation of counties eligible to serve notices as certified by the Texas Judicial Branch Certification Commission	<p><i>Please answer Yes or No to each:</i></p> <p>Bastrop County - <b>Yes</b>  Bell County - <b>Yes</b>  Burnet County - <b>Yes</b>  Hays County - <b>Yes</b>  Travis County - <b>Yes</b>  Williamson County - <b>Yes</b></p> <p><i>Please list other areas eligible to serve:</i></p> <p><b>Sparre is able to provide process services throughout Texas and if needed, nationally.</b> Sparre and all of its servers are certified with the Texas Judicial Branch Certification Commission.</p>

<p>Respondent's understanding of CTRMA's intent and objectives.</p>	<p>Penn Credit is knowledgeable of CTRMA's habitual violator program and the need to collect tolls from all motorists, particularly those who incur a high number of tolls on a regular basis. One of the enforcement options available to CTRMA is to impound a vehicle that continues to drive on CTRMA facilities without payment. For this to occur, personal notice must be given to the habitual violator either by a peace officer during a vehicle stop or by process service.</p> <p>CTRMA's intent through this ITB is to procure a process service and have the selected vendor establish an efficient/accurate exchange of data with CTRMA's Pay-By-Mail vendor, ViaPlus. This will include receiving details for the habitual violator to be served and receive back from the selected vendor, result of the process service and affidavit of service.</p>
<p>Respondent's plan to achieve objectives.</p>	<p>Penn Credit will establish an efficient exchange of data with ViaPlus following Attachment D:</p> <ul style="list-style-type: none"> <li>- Receive letter records from ViaPlus and Penn Credit will then create the letters to be served as a PDF.</li> <li>- PDF letters for process service will be electronically submitted to our proposed Austin based subcontractor, Sparre Process Serving.</li> <li>- Process service attempts will be made in accordance with CTRMA requirements (e.g. 3 attempts for passenger vehicles and 5 attempts for commercial vehicles).</li> <li>- If delivery is successful, Penn Credit will receive an Affidavit of Service from Sparre or notification that delivery was unsuccessful.</li> <li>- These results will be processed by Penn Credit and exported to ViaPlus in the Acknowledgment File format listed in Attachment D.</li> <li>- Penn Credit's system will generate delivery result reports and invoices for</li> </ul>

	services at the frequency requested by CTRMA.
Respondent's plan for implementing the described services, including any proposed approach to project management, strategies, and any additional factors that may be beneficial to CTRMA in achieving its goals.	<p>Once the agreement is finalized and approved, Penn Credit will have an initial meeting with CTRMA/ViaPlus staff to review the Interface Control Document, Affidavit of Service and the timeline to start services. From there, conference calls between Penn Credit and ViaPlus' technology teams will be established to ensure a secure exchange of data is in place and thoroughly tested before the go-live date.</p> <p>The project will be managed by the following staff at Penn Credit:</p> <ul style="list-style-type: none"><li>- Donald Burkhart, VP of Information Technology; Don has been with Penn Credit for nearly 35 years and has personally handled all data file exchange and custom reports requested by ViaPlus on our current CTRMA debt collection/DMV look-up subcontract.</li><li>- Tim Foley, VP of Collections; Tim has been with Penn Credit for 30 years and currently oversees all debt collection operations for our work with CTRMA/ViaPlus.</li><li>- Rhett Donagher, Chief Revenue Officer; Rhett has served as a project manager for Penn Credit's subcontract with ViaPlus since the program began in 2018 and is highly experienced with all facets of our services to CTRMA.</li><li>- Richard Carrier, SVP of ETC &amp; Parking Solutions; Richard has also served as a project manager for Penn Credit's subcontract with ViaPlus since the program began in 2018, he will be available to provide additional support for the project as needed.</li></ul> <p>Once all data exchange testing and impoundment letter creation processes are finalized and approved, Penn Credit will be</p>

	<p>prepared for live production. Given our over 5 years of experience working with ViaPlus' programming and information technology staff, we anticipate a quick and efficient setup for this program. All programming and data exchange work will be handled internally by Penn Credit's technology staff – these functions are not outsourced. Should CTRMA or ViaPlus request changes to processes, data files or reports during the contract, these will be quickly implemented as requested.</p>
<p>Estimated Resources Required from CTRMA for Proposed Plan Implementation – Including Facilities, Equipment, Personnel, Communication Technologies and Other Resources</p>	<p>As discussed previously, we will request an initial kick-off meeting with CTRMA/ViaPlus to review and confirm the Interface Control Document, Affidavit of Service and the timeline to start services. Thereafter, our setup/testing work will be with ViaPlus' staff and the involvement needed from CTRMA personnel should be minimal; we do not have any facilities or equipment needs from CTRMA. We would like to have an operational level contact at CTRMA that we can direct inquiries to if needed during the term of the contract; we are also agreeable to routing those through our existing ViaPlus management contacts as well.</p>





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**EXHIBIT C: BID TABULATION SHEET**  
**ITB UNPAID TOLLS ENFORCEMENT PROCESSING SERVICES**

<b>DESCRIPTION</b>	<b>UNIT COST</b>
Up to three (3) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered passenger vehicle owners	Service in Travis/Williamson Counties: \$95.00 Service in all other Texas Counties: \$135.00
Each additional registered passenger vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00 Service in all other Texas Counties: \$50.00
Up to five (5) personal service attempts of CTRMA's <i>Notice of Intent to Impound</i> for identified registered commercial vehicle owners	Service in Travis/Williamson Counties: - First 3 attempts: \$95.00 - Attempts 4 & 5 are \$35.00 each  Service in all other Texas Counties: - First 3 attempts: \$135.00 - Attempts 4 & 5 are \$50.00 each
Each additional registered commercial vehicle owner attempt	Service in Travis/Williamson Counties: \$35.00 Service in all other Texas Counties: \$50.00

***PennCredit***

---

*Service • Integrity • Results*

[www.PennCredit.com](http://www.PennCredit.com) • 800.800.3328



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #10**

---

Discuss and consider approving a contract with Deloitte Consulting LLP for monthly toll operations and maintenance services for the Mobility Authority's Data Platform System

Strategic Plan Relevance:	Innovation
Department:	Operations
Contact:	Greg Mack, Director of IT and Toll Systems
Associated Costs:	\$3,844,800
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

**Project Background / Description:** In March 2021, the Mobility Authority awarded a contract to Deloitte Consulting LLP (Deloitte) to develop a system wherein all toll transaction processing and data management capabilities after the point of transaction creation are advanced to a Mobility Authority-managed solution. The Data Platform System (DPS) is the next step in the agency's evolution to a mature toll entity that controls transaction pricing and revenue recognition timing. The DPS provides the Authority with more insight into its transactional data, providing the ability to make better informed decisions regarding collection initiatives, transportation improvements, and other planning efforts.

The Tolling Operations Management Solution (TOMS) is a function of the DPS that aggregates multiple integrated solutions to support the Mobility Authority's transaction-to-cash lifecycle. TOMS automates business processes across several functional areas to accomplish this task. The TOMS functional areas are Application Support & Maintenance, Database Maintenance, Data Exchange Maintenance, Reporting & Analytics Maintenance and Support & Triage Management.

The DPS /TOMS went live on August 1, 2023, and has been processing all toll transactions since that time. The objective of the DPS is to transition all toll transaction

data processing and data management capabilities after the point of transaction creation to the Mobility Authority's managed solution. Kapsch and Quarterhill, the Mobility Authority's lane vendors, collect the toll transaction at the roadside and forward the transaction and vehicle images to the DPS. DPS business logic consumes the transaction and routes the data to either the Central United States Interoperability (CUSIOP) Hub or the Pay by Mail (PBM) vendor for payment. The payment status is passed back to the DPS allowing complete reconciliation of all the Mobility Authority's toll transactions.

**Previous Actions & Brief History of the Program/Project:** An initial contract for the development of DPS Releases 1 & 2 was awarded to Deloitte in February 2021; the contract was subsequently approved in March 2021. A contract for the development of Release 3 was awarded to Deloitte in September 2021. The initial one-year O&M contract was awarded to Deloitte in June 2022, and another issued in September 2023.

**Summary of Action Requested:** The Mobility Authority will need continued support to monitor the system and reconciliation processes. Today's action is directly related to the engagement of those resources for operations and maintenance of the DPS.

The Statement of Work (SOW) outlines the suite of services necessary to support and maintain the successful daily availability, capacity, and functionality of the integrated TOMS architecture. The SOW also defines the services, performance level, required capabilities and estimated hours for each area.

Per the Authority's Policy Code, staff utilized the Texas Department of Information Resource's (DIR) deliverable-based information technology services contract with Deloitte to obtain a response to the SOW. The response meets the required operations and maintenance performance levels. In considering Deloitte's response, staff noted that Deloitte would be in the best position to correct any defects or improve performance since they developed the code base and have supported the transition to go-live and post go-live support.

The term of the SOW is 21 months. During this period staff will continue to monitor Deloitte's work while also assessing the processes and resources required to manage TOMS.

Deloitte's fee for supporting the Mobility Authority's TOMS is \$3,844,800 over 21 months, payable in monthly amounts of \$180,000 through FY 2025 and \$185,400 during FY 2026. The agreement is covered by Deloitte's overarching agreement with DIR which provides protections for performance failures and termination provisions if

needed.

**Financing:** Operating Budget

**Action requested/Staff Recommendation:** Staff recommends approving an agreement with Deloitte Consulting LLP for toll operations and maintenance services related to the Mobility Authority's Data Platform System.

**Backup provided:**

- Draft Resolution
- CTRMA TOMS Operations and Maintenance Statement of Work (dated 9/27/2024)
- DIR Public Records Act Agreement - Deloitte Consulting O&M Statement of Work
- DIR Vendor Agreement - Deloitte Consulting O&M Statement of Work

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

**RESOLUTION NO. 24-0XX**

**APPROVING AN AGREEMENT WITH DELOITTE CONSULTING LLP FOR TOLL  
OPERATIONS AND MAINTENANCE SERVICES RELATED TO THE DATA  
PLATFORM SYSTEM**

WHEREAS, the Mobility Authority staff has developed a data platform which transitions all the toll transaction data processing and data management capabilities after the point of transaction creation from a third-party vendor to the Mobility Authority (the “Data Platform System”); and

WHEREAS, by Resolution No. 23-036, dated September 27, 2023, the Board approved a contract with Deloitte Consulting LLP for a Tolling Operations Management Solution (“TOMS”) as a function of the Data Platform System; and

WHEREAS, the Mobility Authority’s contract with Deloitte Consulting LLP expired in September 2024; and

WHEREAS, the Mobility Authority desires ongoing support to monitor the Data Platform System and reconciliation processes through a TOMS as a function of the Data Platform System; and

WHEREAS, the Executive Director has negotiated a scope of work with Deloitte Consulting LLP in an amount not to exceed \$3,844,800.00 for a TOMS as a function of the Data Platform System which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may utilize procedures established by the Texas Department of Information Resources (DIR) to procure goods and services through DIR cooperative contracts; and

WHEREAS, the Executive Director recommends entering into an agreement with Deloitte Consulting LLP for a TOMS as a function of the Data Platform System in an amount not to exceed \$3,844,800.00 through their DIR cooperative contract.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the scope of work for a TOMS as a function of the Data Platform System which is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to enter into an agreement with Deloitte Consulting LLP for operation and maintenance services related to the

Data Platform System in an amount not to exceed \$3,844,800.00 through their cooperative contract with the Texas Department of Information Resources.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## **Statement of Work**

### **Tolling Operations Management Solution (TOMS) Operations and Maintenance**

**September 27, 2024**

## Table of Contents

1. Definitions and Abbreviations .....	3
2. Statement of Work Purpose and Overview.....	7
3. TOMS Support & Maintenance Scope of Services.....	8
4. Service Level Agreement (SLA) .....	10
5. Enhancements & Change Requests.....	14
6. Roles and Responsibilities .....	14
7. Deliverables and Pricing .....	14

## 1. Definitions and Abbreviations

Term	Definition
CTRMA	Central Texas Regional Mobility Authority
CUSIOP Hub	Central United States Interoperability Hub
TOMS	Tolling Operations Management Solution includes ecosystem components of front end application, toll transaction processing, database, data exchanges, reporting & analytics
DPS	Data Platform System for toll transaction processing. It is part of TOMS ecosystem
ETCS / TCS	Electronic Transaction Collection System / Toll Collection System
PBM	Pay by Mail Back Office System / PBM Provider
SME	Subject Matter Expert
TSI	Toll System Integrator / ETCS Provider
POT	Parallel Operations Testing

### 1.1. DEFINITIONS.

**“Acceptance” or “Accepted”** means written confirmation by CTRMA or their Authorized Representative that Vendor has completed a Deliverable according to the Acceptance Criteria and the Deliverable is accepted for purposes of payment.

**“CTRMA Data”** means information created and information stored by DPS / TOMS through the System and the Services, including Personal Information, and information created and collected by Vendor regarding CTRMA and its clients during the course of providing the Services.

**“Authorized Representative”** means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Vendor’s Authorized Representative is the person so identified in Exhibit A. CTRMA’s Authorized Representative is the person so identified in Exhibit B.

**“Baseline System”** means the TOMS Ecosystem currently in production and beyond any contracted Warranty Period(s).

**“Change Request”** means a formal document that defines a proposed change to the Baseline System that will be delivered by Vendor as per the Services with the SOW.

**“Contract”** means all terms and conditions in this document and all its attachments and exhibits, including as amended.

**“Data Error”** – means errors in data or failures attributable to a Solution, the System, or Services. Data entry errors are not Data Errors.

**“Defect”** means a reproducible failure of the System or a Solution to operate in accordance with its current Requirements including as elaborated in the current Accepted System Documentation Deliverable(s) or a Service Level Agreement, despite the proper use of the System.

Data Errors are Defects.

Defects fall into the following categories:

**Level 1 – Catastrophic** means the System or a main subsystem is unavailable, preventing the System or a core function from operating or causing core functions or major functionality to operate with grossly incorrect results, such as material Data Errors. There is no workaround.

**Level 2 – Major.** Use of the System or a subsystem is interrupted, or a failure otherwise causes major functions to not operate or to operate with significantly incorrect results that cause severe operational impacts to CTRMA e.g. CTRMA staff unable to complete work or significant Data Errors. There is no CTRMA-acceptable workaround. This also includes security / privacy issue where the identifiable information about one or more individuals that is created, processed, or stored by the System is not protected by security and privacy measures that comply with applicable state and federal laws and regulations governing CTRMA Data.

**Level 3 – Minor.** Does not qualify as a Level 1 Defect, or Level 2 Defect but which nonetheless prevents minor functionality from operating or causes minor functions to operate with incorrect results. There is a clear business need to have the System repaired, but CTRMA-acceptable workarounds exist for business operations.

**Level 4 – Cosmetic.** Does not affect functionality of the System. Low priority with no direct impact on clients or CTRMA staff. Cosmetic or nonessential in nature.

**“Deliverable(s)”** means all items that Vendor is required to provide to CTRMA under this Contract and identified in the applicable Statement of Work as a Deliverable.

**“Documentation”** means all documents, including documents that are Deliverables described in an applicable Statement of Work and which may include operator’s and user’s manuals, JIRA listings and commentary, user stories and other materials for use in conjunction with and for the operation of the System and its components. Documentation includes documents in electronic form.

**“Effective Date”** means the date specified in Section 2.1 or the date on which this Contract is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

**“Enhancements”** means changes made to the Baseline System for the purpose of modifying existing TOMS Ecosystem functionality or adding additional features, and, are not covered by the Services provided within the SOW.

**“Go-Live”** means the date identified in a Statement of Work or Change Order on which a Solution will be available for CTRMA and its users in a Production Environment for the processing of transactions in accordance with Requirements and Service Level Agreements. A Go-Live date may be associated with

the initial Implementation of the Services, a specific phase or Enhancement under a Statement of Work, a Change Order, or an Enhancement order.

**“Implementation”** or **“Implement”** means the process of Vendor preparing and deploying a Solution to the stated environment (i.e., testing or Production). Implementation includes all Services required to provide a complete and functioning System inclusive of the Solution, and to prepare CTRMA to use it effectively.

**“Incident”** means an unplanned interruption to a System or Solution service or a reduction in the quality of a service. Incidents can be caused by a variety of factors, such as hardware failures, software Defects, or human errors.

**“Production Environment”** means the setting where the System is operational for its intended use by CTRMA and its end users.

**“Requirements”** are the functions and elements required for the System or Services, as applicable for the Service Bundle.

**“Roll-out”** means the phased Implementation of a Solution in the Production Environment with CTRMA Data that is accessible to a subset of end users selected by CTRMA.

**“Services”** means all effort to be expended by Vendor under the Contract, including as applicable for the Service Bundle, maintenance and support of the System, compliance with Service Level Agreements, development and Implementation of Solutions, completion of Tasks, and development and delivery of Deliverables.

**“Service Level Agreement”** or **“SLA”** means an agreement that defines specific elements of the Services, periods of time for completing the defined Services, measurable conditions for determining successful completion or performance of the System, Services, or both, and consequences for not meeting the SLA. The SLA may contain conditions for starting, stopping, and pausing the measurement of the relevant time period. SLAs are in Section 4.

**“Service Order”** means a type of Change Order under which CTRMA authorizes Services and Deliverables described in a Statement of Work that are specified as being subject to a Service Order.

**“Software”** means any computer programs, routines, or subroutines, including operating software, programming aids, application programs, and software products.

**“Solution”** means the sum total of Services, developments, Work Product, Deliverables, Vendor Intellectual Property, Third Party Intellectual Property, Software, and Documentation that Vendor may configure, develop, implement to effect a change in the System. A Solution may be a System change described in a Change Order or other form of Contract amendment.

**“Support Services”** means Vendor activities that assist System users to effectively and efficiently use the System, as applicable for the Services.

**“Statement of Work”** or **“SOW”** means the document(s) that describe the Services to be provided by Vendor, including the Tasks, Deliverables, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Deliverable, and any other items as agreed by the parties and attached hereto as a Statement of Work, including as amended.

**“Task”** means a segment of the Services to be provided by Vendor under this Contract.

**“TOMS Ecosystem”** includes components and its features as available in the Baseline System and identified by the architectural diagram in Appendix A.

**“Warranty Period”** means a contracted period of time after the Go-Live date for services or deliverables provided by a SOW or Change Request in which the contracted service provider shall use reasonable efforts to correct Defects or non-conformities identified after the Go-Live date and prior to an end date defined within the Warranty Period.

## 2. Statement of Work Purpose and Overview

The Tolling Operations Management Solution (“TOMS”) is an aggregate of multiple integrated solutions that support the CTRMA transaction to cash lifecycle. TOMS fully or partially automates business processes across several operational domains including Transaction Management, Product Management, Payment Path Management, Discount Management, Billing Management, Data Exchange Management, and Reporting & Analytics Management.

The purpose of this Statement of Work (“SOW”) is to define a suite of services necessary to support and maintain the successful daily availability, capacity, and functionality of the integrated TOMS architecture. This SOW is intended to serve as a basis of understanding between CTRMA and a 3<sup>rd</sup> party service provider (“Vendor”) of the services and their respective performance levels (“SLAs”).

The Operations & Maintenance Scope of Services is defined Section 3.

### 2.1. TERM

The Effective Date of this Contract is October 1, 2024, or the date on which this Contract is fully executed and approved according to applicable laws, rules, and regulations, whichever is later. This Contract terminates on June 30, 2026, unless otherwise terminated or extended in accordance with its terms.

### 2.2. General Assumptions

- 2.2.1. Support, as referenced in this SOW, does not include Call Center Services.
- 2.2.2. Vendor is only responsible for operating systems that are managed by Vendor for TOMS Ecosystem (see Appendix A).
- 2.2.3. Vendor technical support for regulatory or compliance audits is limited to providing access to TOMS Ecosystem which may include standing up staging environments and loading instances of current or archived TOMS application, TOMS data schemas, TOMS reporting architecture, and/or historical transaction data. Any additional environment creation requests shall be handled as an Enhancement SOW or Change Request to the TOMS Ecosystem.
- 2.2.4. Virus protection is limited to the specific TOMS Ecosystem referenced in this SOW. Vendor is not responsible for end-user system virus protection.

### **3. TOMS Support & Maintenance Scope of Services**

#### **3.1. TOMS Ecosystem**

Vendor will maintain and operate the TOMS Ecosystem for the period of performance as specified in Section 2.1 - Term.

- 3.1.1. Application with its user interfaces, codebase, and above operating systems application components
- 3.1.2. Database with its data architecture, data storage, and above operating systems database components
- 3.1.3. Data Exchanges (DEXs) with its exchange code, and 3rd party integration points
- 3.1.4. Reporting & Analytics architecture with its reporting cache databases, master record integrations, data use governance compliance, reporting data, and related components

#### **3.2. Maintenance and Operations Services**

The maintenance and operations will consist of the following services across all TOMS Ecosystem, unless otherwise specified.

- 3.2.1. Manage component administration, availability, performance and if applicable, capacity
- 3.2.2. Assist in incident triage as a representative of the TOMS ecosystem per details provided below
- 3.2.3. Manage and track component inventory
- 3.2.4. Install, maintain, monitor, and provide for the ongoing operation of production, development, and test environment instances
- 3.2.5. Manage break/fix services for TOMS ecosystem components Defects
- 3.2.6. Maintain, create, and delete user roles that depend on CTRMA IT security processes and tools in accordance with Security Policies and Procedures
- 3.2.7. Refresh TOMS components, as required
- 3.2.8. Support the development, maintenance, and audit of disaster recovery procedures
- 3.2.9. Provide technical support for regulatory and compliance audits
- 3.2.10. Manage and maintain virus protection

#### **3.3. Incident Support & Triage Management**

Vendor will provide support for the TOMS Ecosystem. This service covers all break-fix defects for TOMS where SLAs are affected. Typical delivery of these services involves the problem diagnosis, resolution determination and implementation of the solution covering TOMS Ecosystem These include following services –

- 3.3.1. Perform 24 \* 7 \* 365 semi-automated monitoring of all critical TOMS architecture elements that drive availability, capacity, and throughput.
- 3.3.2. Serve as a first point of contact and primary stakeholder for incidents identified within the TOMS application, TOMS database, TOMS data exchange, and TOMS reporting & analytics architectures.
- 3.3.3. Participate in service request logging, categorization, escalation, and closure of incidents in the CTRMA IT incident management system.



- 3.3.4. Conduct triage and analysis for incidents dependent upon, or directly impacting the TOMS application, TOMS database, TOMS data exchange, and TOMS reporting & analytics architectures.
- 3.3.5. Identify, communicate, and resolve defects within the TOMS application, TOMS database, TOMS data exchange, and TOMS reporting & analytics architectures, per SLAs.
- 3.3.6. Provide notification of problems and service outages to appropriate CTRMA stakeholders, per SLAs.
- 3.3.7. Provide and maintain defects analysis and resolution documentation for defects identified within the TOMS application, TOMS database, TOMS data exchange, and TOMS reporting & analytics architectures.
- 3.3.8. Administrate TOMS application, TOMS database, TOMS data exchange, TOMS reporting & analytics, and TOMS data backups using CTRMA-defined backup schedule, tools, and approaches.
- 3.3.9. Assist CTRMA with TOMS application, TOMS database, TOMS data exchange, TOMS reporting & analytics, and TOMS data recovery from available backups.
- 3.3.10. Coordinate with the Cloud Service Provider (CSP) for any TOMS Ecosystem components failures that are attributed to CSP service outages or network issues

### 3.4. Out of Scope Services

As such, any services not included in the above list will be considered out of scope. Any system changes or Enhancements to the Accepted Deliverables will need to go through Change Request process based on the cost and schedule impact analysis.

## 4. Service Level Agreement (SLA)

### 4.1. General Provisions

The vendor shall meet defined levels of performance in the execution of the Scope of Work. The vendor is responsible for demonstrating that the service measurement is met consistently.

### 4.2. Service Measurement

Service Measurements are specified in the below Service Measurement tables and includes measurement mechanism. The monthly deliverable fee shall be subject to the monthly assessment of service measurement, as well as other criteria as outlined in the Performance Level tables, and applicable damages for failure to meet such criteria.

- i. Vendor will not be liable for any non-conformance or failure to meet SLAs or for associated liquidated damages resulting in whole or in part from events, causes, or responsibilities that are outside of Contractor's direct control, including, but not limited to Client's (or its personnel, other Agencies, or other third party contractors) actions or inactions, failure by Client to meet its responsibilities, or as a result of events of force majeure as described in the Contract.
- ii. In furtherance and not in limitation of paragraph (i) above, planned downtime during maintenance window or unscheduled downtime or delayed responses time resulting from infrastructure beyond Vendor's control including cloud component service breakdown from Cloud Service Provider will not be considered as a measured SLA event. Vendor is not accountable for the availability of hardware and software licensed and managed by CTRMA employees or CTRMA Authorized Representatives.
- iii. For each incident of non-conformance or failure to meet SLA requirements, only one of the applicable SLAs shall be utilized to calculate penalties. The SLA that results in the largest total performance credit shall apply.
- iv. The maximum aggregate annual amount of any liquidated damages and penalties or performance credits that may be assessed under this Contract is the equivalent of the Monthly Price of Core O&M Services outlined in Section 7.

### 4.3. Service Failures

Service failures include any erroneous behavior of TOMS Ecosystem within the Baseline System. These failures will be logged as Incidents and triaged to determine whether it is a Defect or a new System Requirement or an Enhancement. If it is not a Defect, a Change Request or SOW process will be followed. The Services Failures will be quantified using Service Measurement Requirements defined in Section 4.4.

### 4.4. Service Measurement Requirements

Service measurement requirements are specified in the tables for the following:

- Availability
- Maximum Outage
- Average Outage

- Time to Recover

Service Component / Scope	Service Measurement	Performance Credits
<u>TOMS Application Availability</u> TOMS Application Code TOMS Application User Interfaces (Uis) TOMS Application Integration with TOMS Data	Available 24x7x365, >=99% of available time Source: Host monitoring systems, Service Center reports and Outage Calculator Output	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of \$100 of the monthly maintenance fee
<u>TOMS Application Backup</u> TOMS Application Code TOMS Application User Interfaces (Uis) TOMS Application Integration with TOMS Data	Daily, weekly, monthly, quarterly, and annual backups Recovery available 24x7x365, >=99% of available time Time to recover < 24 hours Scheduled recovery audits	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of \$100 of the monthly maintenance fee
<u>TOMS Database Availability</u> TOMS Database Tables, Relationships, and Schema TOMS Database Code TOMS Data	Available 24x7x365, >=99% of available time Source: Host monitoring systems, Service Center reports and Outage Calculator Output	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of \$100 of the monthly maintenance fee
<u>TOMS Database Backup</u> TOMS Database Tables, Relationships, and Schema TOMS Database Code TOMS Data	Daily, weekly, monthly, quarterly, and annual backups Recovery available 24x7x365, >=99% of available time Time to recover < 24 hours Scheduled recovery audits	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of \$100 of the monthly maintenance fee
<u>TOMS Application Transaction Processing</u> TOMS Database Tables, Relationships, and Schema TOMS Database Code TOMS Data	<p>100% of all transactions must be processed within 4 days of their transaction timestamp subject to a daily maximum of 1,000,000 inbound transactions through RTRAN files or APIs.</p> <p>A transaction qualifies as “processed “if the transaction has reached its final destination within the DPS Transaction processing workflow.</p> <p>The transaction processing workflow will be measured independently (not cumulative) based on stages of the workflow within DPS control.</p> <p>This will not apply in the following cases:</p> <ol style="list-style-type: none"> <li>1. Transactions placed on Hold due to an ACTIVE HOLD</li> <li>2. Transactions whose workflow is manually moved to a different workflow state, particularly to one of the prior statuses</li> <li>3. Automatic retry of image download which could potentially move transactions from Do not pursue queue back to pricing</li> <li>4. Transaction stuck in processing state because of cloud service provider incidents</li> <li>5. Transactions stuck in transient state because of any non-DPS incident</li> </ol>	<ol style="list-style-type: none"> <li>1. Damages for Lost or uncollectable Transactions: Actual toll revenue</li> <li>2. Damages for Transactions processed &gt; 4 days and &lt;= 30 days, AND result in revenue generation for CTRMA: 10% of actual toll revenue</li> <li>3. Damages for transactions older than 30 calendar days: Actual toll revenue</li> </ol> <p>Actual toll revenue will be calculated by considering 100% of AVI and i-Toll transactions, and PBM transactions will be considered using the liquidation rate (to be validated every new fiscal year).</p> <p>The sum of these damages shall not exceed the monthly maintenance fee amount.</p>

Service Component / Scope	Service Measurement	Performance Credits
<u>TOMS Data Exchange Availability</u> TOMS Data Exchange Architecture TOMS Data Exchange Code TOMS Data Exchange Integrations	Available 24x7x365, >=99% of available time Source: Host monitoring system, Service Center reports and Outage Calculator Output	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of 1% of the monthly maintenance fee
<u>TOMS Data Exchange Backup</u> TOMS Data Exchange Architecture TOMS Data Exchange Code TOMS Data Exchange Integrations	Daily, weekly, monthly, quarterly, and annual backups Recovery available 24x7x365, >=99% of available time Time to recover < 24 hours Scheduled recovery audits	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of 1% of the monthly maintenance fee
<u>TOMS Reporting &amp; Analytics Availability</u> TOMS Reporting Cache Tables, Relationships, and Schema TOMS Reporting Cache Code TOMS Reporting Cache Reports	Available 24x7x365, >=99% of available time Source: Host monitoring systems, Service Center reports and Outage Calculator Output	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of \$100 of the monthly maintenance fee
<u>TOMS Reporting &amp; Analytics Backup</u> TOMS Reporting Cache Tables, Relationships, and Schema TOMS Reporting Cache Code TOMS Reporting Cache Reports TOMS Reporting Cache Data (TBD)	Daily, weekly, monthly, quarterly, and annual backups Recovery available 24x7x365, >=99% of available time Time to recover < 24 hours Scheduled recovery audits	Every 1% below the SLA, the vendor shall be subject to liquidated damages in the amount of \$100 of the monthly maintenance fee
Weekly Standup Meeting	Weekly meeting at a mutually agreeable time with documentation and topics to be determined. Suggested topics include: <ul style="list-style-type: none"> <li>• recap accomplishments and incidences from previous week</li> <li>• Plans for the coming week</li> </ul>	Weekly Standup Meeting
Monthly Report	Monthly report and meeting at a mutually agreeable time with documentation and topics to be determined. Suggested topics include: <ul style="list-style-type: none"> <li>• SLA Reporting by Area</li> <li>• Availability, Capacity, Throughput Measures</li> <li>• Count of incidents reported</li> <li>• Count and duration of outages</li> <li>• Estimated hours consumed</li> <li>• Past and Planned Maintenance Outages</li> </ul>	Monthly Report
Quarterly Performance Retrospective	Quarterly retrospective meeting at a mutually agreeable time with documentation and topics to be determined. Suggested topics include: <ul style="list-style-type: none"> <li>• Performance to Date</li> <li>• Enhancements suggested or planned</li> </ul>	Quarterly Performance Retrospective

### 4.5. Calculation of Damages

To calculate liquidated damages, details in the Performance Credits column of the following charts shall be calculated and assessed. For example, and without limitation, if availability for TOMS Data Exchange Availability results in a score of 96%, failing to meet the 99% required availability, then the liquidated damages assessed for failure to meet this SLA will be 1% + 1% + 1% (3%) of the monthly maintenance fee. The example below assumes a monthly maintenance fee of \$100,000 for illustration purposes.

SLA	Result	Difference	Penalty	Example
99.00%	96%	3% below required SLA	Every 1% below the SLA, damages of 1% of the monthly maintenance fee.	Monthly Maintenance Fee X 3% or \$100,000 X 3% = \$3,000

#### 4.5.1. Single Event Causing Cumulative Liquidated Damages

If the vendor can provide to the reasonable satisfaction of CTRMA that a single event causes the vendor to fail to meet more than one SLA, cumulative liquidated damages shall not be imposed. Instead, the highest applicable liquidated damages relative to such occurrence shall apply.

#### 4.5.2. Calculation of Damages for Consecutive Failures

Recurring and consecutive failure to comply with the SLAs provided in this agreement will result in substantial harm to CTRMA, but damages from such harm are difficult to quantify. Damages will increase for prolonged periods, and therefore for any SLA that is missed for three consecutive months, the liquidated damages for that SLA will be doubled based on the current monthly penalty for each subsequent month where the SLA is missed. The liquidated damages will revert to the original value upon the SLA being met for one month.

For example, for an SLA of 99% with a penalty calculation of “every 1% below the SLA, damages of 1% of the monthly maintenance fee”, the following would be the monthly progression. The example below assumes a monthly maintenance fee of \$100,000 for illustration purposes.

Month	Result	Difference	Example Calculation	Penalty
Month 1	96%	3% below required SLA	\$100,000 X 3% = \$3,000	\$3,000
Month 2	96%	3% below required SLA	\$100,000 X 3% = \$3,000	\$3,000
Month 3	95%	4% below required SLA	\$100,000 X 4% = \$4,000	\$4,000
Month 4	96%	3% below required SLA	\$100,000 X 3% = \$3,000 x 2 = \$6,000	\$6,000
Month 5	95%	4% below required SLA	\$100,000 X 4% = \$4,000 x 2 = \$8,000	\$8,000
Month 6	99%	Meets SLA	No Penalty incurred	\$0
Month 7	96%	3% below required SLA	\$100,000 X 3% = \$3,000	\$3,000

## 5. Enhancements & Change Requests

Enhancements to the Baseline System shall be defined and incorporated into a separate SOW by CTRMA. Vendor shall be responsible for identifying, defining, and conducting any regression testing necessary to transition staged Enhancements into the production environment. This regression testing is in addition to any unit, system, UAT, and/or other testing performed by the contracted enhancement provider. Vendor shall also be responsible for providing the estimate for completing the additional regression testing /certification process for each Enhancement as part of enhancement/release prioritization process. The necessary effort and costs for the testing and certification activities will either be included in the Enhancement SOW or a separate Change Request to O&M SOW.

Once the contracted enhancement Warranty Period has passed, the enhancement features shall become part of the Baseline System and will be supported by Vendor as per the scope of services defined within this agreement. Any changes to the TOMS ecosystem functionality/ scope or any additional performance considerations due to these Enhancements will be documented and SLA agreement will be amended, as required.

For Defects or non-conformities attributed to an Enhancement or Change Order that are identified in the Baseline System after the Warranty Period has expired, Vendor shall work with CTRMA to determine whether an additional Enhancement SOW or Change Request is needed to resolve the concern.

## 6. Roles and Responsibilities

The Scope of Work assumes that one vendor will be supporting and maintaining the TOMS / DPS environment. In the event that additional vendors are engaged to support, the Scope of Work may be amended to clarify the roles and responsibilities of the Operations and Management vendor, including but not limited to potential changes to SLAs and penalties.

## 7. Deliverables and Pricing

The Monthly Report will be the formal deliverable delivered tentatively at the end of 1<sup>st</sup> week after completion of a calendar month within the contract Term. The format and content of the Monthly Report will be mutually agreed and will be governed by the Service Measurement Requirements as described in Section 4.4. This deliverable will be tied to the Monthly Payment Milestones.

The below table provides monthly pricing for the O&M services within the contract Term.

Sr. No.	Service Area	Monthly Price
1	Core O&M Services per Scope in Section 3 and SLAs in Section 4 (October 1, 2024 through June 30, 2025)	\$180,000
2	Core O&M Services per Scope in Section 3 and SLAs in Section 4 (July 1, 2025 through June 30, 2026)	\$185,400

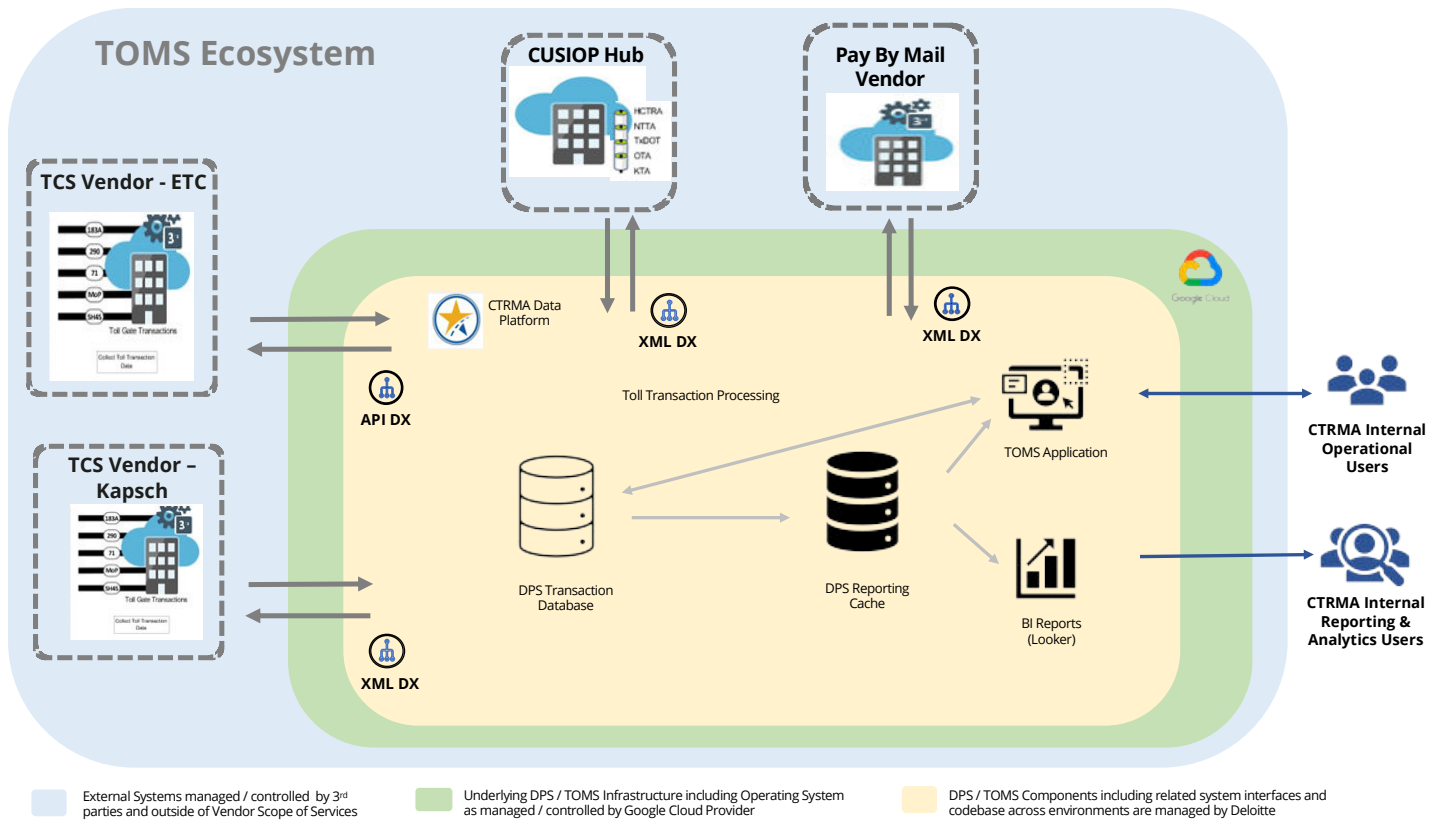
The payment amount will be invoiced every month based on the defined schedule. This amount will be adjusted for any Performance Credits or Liquidated Damages.

This pricing is subject to and governed by the DBITS terms and conditions as set forth in DBITS # DIR-CPO-4919. CTRMA will purchase any additional required software, hardware, and hosting in support of the agreed upon Scope of Work. All Google Cloud Platform services are available on Texas DIR contract # DIR-TSO-4162, via Google Cloud's exclusive government distributor, Carahsoft Technology Corporation.

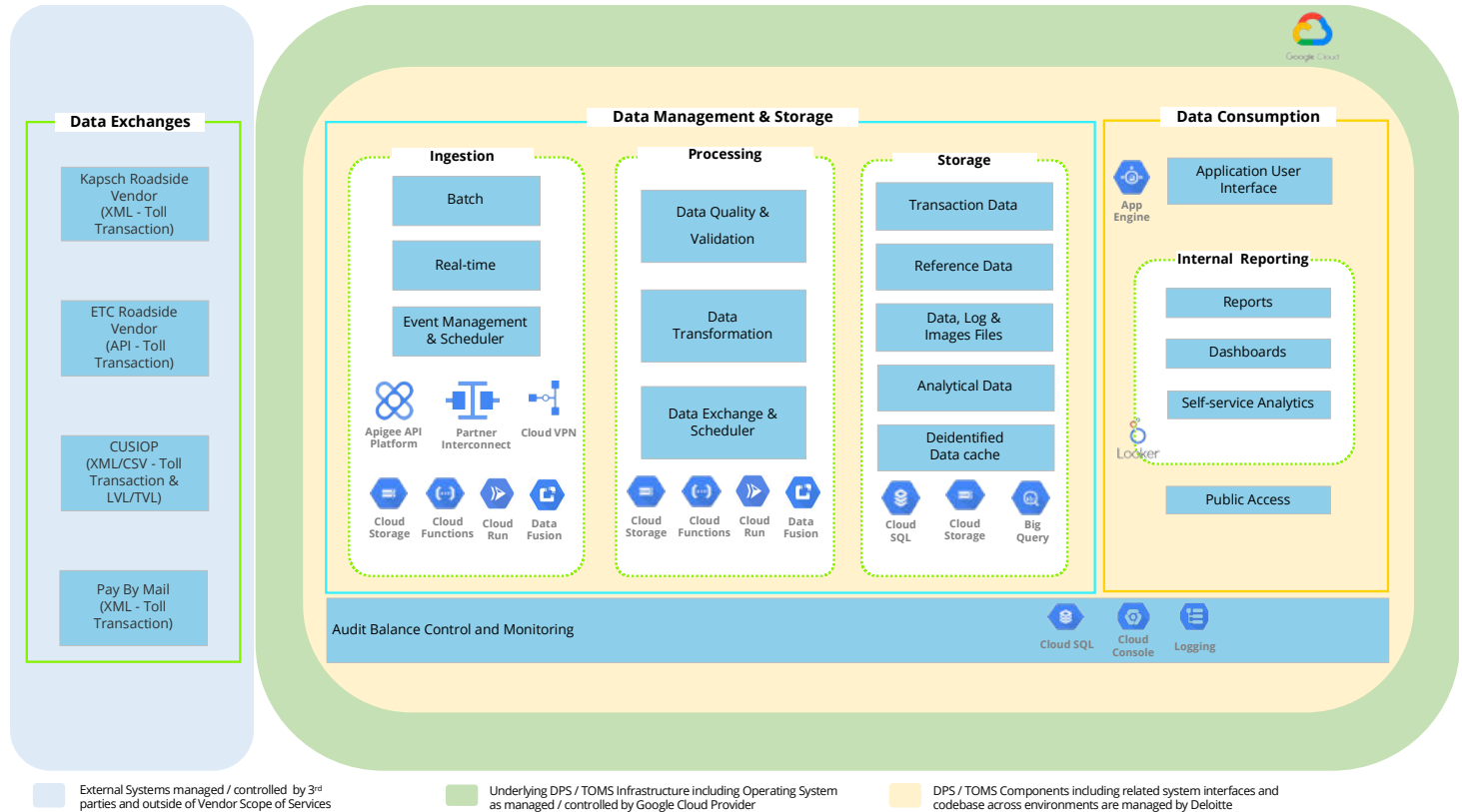
## APPENDIX A

### Supporting References

The following architectural diagrams outline TOMS Ecosystem components that are involved in end-to-end toll transaction processing. It further categorizes components that are covered by the Scope of Services in this SOW and the ones that are outside the control of the Vendor.







**IN WITNESS WHEREOF**, the parties have caused this SOW to be executed as of the date signed by the Central Texas Regional Mobility Authority and written below.

DELOITTE CONSULTING LLP

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY



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

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

Uday Katira  
\_\_\_\_\_  
(Printed Name)

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

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

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

09/29/2024  
\_\_\_\_\_  
(Date)

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

## DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Deloitte Consulting LLP Corporation have entered into a two-year Agreement **in an amount not to exceed \$3,844,800** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. #DIR-CPO-4919 for deliverable-based information technology services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract No. #DIR-CPO-4919 are applicable to and made part of this agreement.

**DELOITTE CONSULTING LLP**



---

Uday Katira, Principal  
Deloitte Consulting LLP

09/29/2024

---

Date

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

---

James M. Bass  
Executive Director

---

Date

## Public Records Act Agreement

Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act (see Texas Government Code § 552.001). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

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

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including reasonable attorneys' fees and costs, incurred by the Authority in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

**DELOITTE CONSULTING LLP**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

---

Uday Katira, Managing Director  
Deloitte Consulting, LLP

---

James M. Bass  
Executive Director

---

Date

---

Date



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #11**

---

Discuss and consider approving an agreement with AtkinsRéalis USA, Inc. for general engineering consulting services

Strategic Plan Relevance: Stewardship  
Department: Engineering  
Contact: Mike Sexton, P.E., Director of Engineering  
Associated Costs: TBD  
Funding Source: Project Funds/General Fund/Operating Fund/Bond Sale Funds  
Action Requested: Consider and act on draft resolution

**Project Description/Background:**

The Mobility Authority entered into an agreement with Atkins North America, Inc. for general engineering consulting (GEC) services on December 19, 2017. The termination date of that agreement is December 31, 2024.

Staff initiated procurement efforts for GEC services with the issuance of a request qualifications (RFQ) on March 7, 2024. A chronology is provided below:

- March 7, 2024 Issued Request for Qualifications (RFQ)
- April 12, 2024 RFQ Response Deadline
- April 29, 2024 Final Scoring of Responses to the RFQ
- May 29, 2024 Mobility Authority awarded the contract to AtkinsRéalis USA, Inc.

Staff has negotiated a contract with AtkinsRéalis USA, Inc. provided in your backup today.

**Action requested/Staff Recommendation:**

Staff recommends authorizing the Executive Director to execute the contract with AtkinsRéalis USA, Inc. for general engineering consulting services.

**Backup provided:** Draft resolution  
Draft contract

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

**RESOLUTION NO. 24-0XX**

**APPROVE AN AGREEMENT WITH ATKINSRÉALIS USA, INC. FOR GENERAL  
ENGINEERING CONSULTANT SERVICES**

WHEREAS, the Mobility Authority issued a request for qualifications to firms interested in providing general engineering consulting services to the Mobility Authority on March 7, 2024; and

WHEREAS, the Mobility Authority received three responses to the request for qualifications and, following evaluation of the responses, recommended that AtkinsRéalis USA, Inc. be selected to provide general engineering consulting services to the Mobility Authority; and

WHEREAS, by Resolution No. 24-027, dated May 29, 2024, the Board approved the selection of AtkinsRéalis USA, Inc. to provide general engineering consulting services to the Mobility Authority and authorized the Executive Director to negotiate a general engineering consulting services agreement with AtkinsRéalis USA, Inc.; and

WHEREAS, the Executive Director and AtkinsRéalis USA, Inc. have negotiated a proposed agreement for general engineering consulting services; and

WHEREAS, the proposed agreement is attached hereto as Exhibit A and sets forth the scope of services, compensation, and other terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the agreement with AtkinsRéalis USA, Inc. for general engineering consulting services in the form or substantially the same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute the agreement with AtkinsRéalis USA, Inc. on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**

**CONTRACT FOR PROFESSIONAL SERVICES  
with Work Authorizations**

**THIS CONTRACT FOR PROFESSIONAL SERVICES** is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and AtkinsRéalis USA, Inc., having its principal business address at 11801 Domain Boulevard Suite 500 Austin, Texas 78758, hereinafter called "Engineer," for the purpose of contracting for professional services.

**WITNESSETH**

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

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

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

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

**AGREEMENT**

**ARTICLE 1. SCOPE OF SERVICES.** The Mobility Authority and the Engineer will furnish items and perform those services for fulfillment of this Contract as identified in Attachment B, Services to be provided by the Mobility Authority and Attachment C, Services to be provided by the Engineer. 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 and Land Surveyors. This Contract does not obligate the Mobility Authority to proceed with the Services or authorize the performance of work through a Work Authorization. The Engineer shall represent, advance, and further the interests of the Mobility Authority throughout all aspects and phases of the Mobility Authority's activities and shall, as requested by the Mobility Authority, fully support the Mobility Authority in its dealings with contractors, suppliers, other engineers, consultants, rating agencies, governmental entities, and the public, all in accordance with the standards customarily observed by a professional engineering firm performing the same or similar services.

**ARTICLE 2. CONTRACT PERIOD.** This Contract becomes effective on January 1, 2025 and it shall terminate on December 31, 2027 (the "Contract Period") unless the Contract Period is: (1) extended as agreed by both parties, up to two (2) individual terms, each term being for a period of up to two (2) years; (2) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (3) as amended by the parties due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (4) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect solely in respect to a Work Authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization remaining in effect following the expiration of this Contract, and no new Work Authorization may be issued after the termination date of this Contract.

**ARTICLE 3. COMPENSATION.**



**A. Amount Payable.** The amount payable under this Contract will be determined by the individual work authorizations authorized over the Contract Period.

**B. Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule. The amount presented in Attachment E, Fee Schedule is the amount the Mobility 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 work authorizations.

**C. Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

**D. Engineer Payment of Subconsultants.** No later than ten (10) days after receiving payment from the Mobility Authority, the Engineer shall pay all subconsultants for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Contract or any work authorization until subconsultants are paid. This requirement also applies to all lower tier subconsultants, and this provision must be incorporated into all subcontracts.

**E. 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 Mobility Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Mobility Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

**F. Consistency of Classification/Duties and Hourly Rates.** Time spent by the Engineer's personnel 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.

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

F. The Engineer represents that at all times throughout the term of this Agreement that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); that the Direct Labor Costs shall not exceed the ranges reflected in Attachment E and shall be based on actual salary amounts for the individuals performing the work; and that, except as previously described in writing, neither auditable overhead rate nor the profit percentage used under this Agreement shall exceed the auditable overhead rate or profit percentage utilized by the Engineer in its agreement(s) with, or subcontracts for, Engineer (or comparable) work for the Texas Department of Transportation, the North Texas Tollway Authority, any other regional mobility authority, or similar transportation authority in the State of Texas.

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

**A. Monthly Invoices.** The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement

with another entity, the invoice shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

**B. Form of Invoice.** The invoice shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

**C. Overhead Rates.** The Engineer shall use the provisional overhead rate indicated in Attachment E, Fee Schedule. If a periodic escalation of the provisional overhead rate is specified in Attachment E, Fee Schedule, the effective date of the revised provisional overhead rate must be included. The Engineer represents that at all times throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations).

**D. Thirty Day Payments.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice within this 30-day window. The Mobility Authority shall notify the Engineer of the disputed amount no later than the 21st day after the date the Mobility Authority receives the monthly invoice.

**E. Withholding Payments.** The Mobility Authority reserves the right to withhold payment of up to 110% of the disputed amount of the Engineer's invoice in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; or (3) required reports (including third-party verifications, if any) are not received. In the event that payment is withheld, the Mobility Authority shall notify the Engineer and give a remedy that would allow the Mobility Authority to release the payment.

**F. Invoice and Progress Report Submittal Process.**

(1) The invoice submittal shall include:

- Progress report
- Forecast for completion of the scope
- Invoice (in the required format provided by the Mobility Authority)
- Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms, as required
- Supporting documents as requested

(2) A progress report shall be submitted to the Mobility 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 the Mobility 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 Mobility 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 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday;

(7) The Mobility Authority's Director of Engineering 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 Mobility Authority's Director of Engineering will either recommend approval of the invoice by the Executive Director or return it to the Engineer for required correction.

**G. Effect of Payments.** No payment by the Mobility Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. In addition to all other rights provided in this Contract, the Mobility Authority shall have the right to set off any amounts owed by the Engineer pursuant to the terms of this Contract upon providing the Engineer prior written notice thereof. If the Executive Director determines any Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

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

**ARTICLE 5. WORK AUTHORIZATIONS.** The Executive Director will issue work authorizations to authorize all other work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the Contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1. Work authorization Nos. 24\_01, 21\_02, 21\_01, 16, 15, 14, 12, and 2.5 and Letter Agreement 18 which were approved under the GEC agreement between the Mobility Authority and Atkins North America, Inc. effective January 1, 2018 are hereby incorporated into this Contract for all purposes and shall remain in full force and effect until terminated as provided herein.

**ARTICLE 6. 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 Mobility Authority to enter into this Contract.

**ARTICLE 7. 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:

<p><b>Engineer:</b></p> <p>Gregory S. Blake          AtkinsRéalis USA, Inc.          3300 N Interstate 35 Frontage Rd #300          Austin, Texas 78705</p>	<p><b>Mobility Authority:</b></p> <p>Director of Engineering          Central Texas Regional Mobility Authority          3300 N Interstate 35 Frontage Rd #300          Austin, Texas 78705</p>
---	---

**ARTICLE 8. INCORPORATION OF PROVISIONS.** Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

**ARTICLE 9. 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 10. PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE.** In the event of any conflict between the Contract and other documents, the order of precedence shall be as set forth below: A) Supplemental Work Authorization; B) Work Authorization; C) Contract Amendments; D) Contract; E) RFP/ RFQ; F) Engineer's Response to RFP/RFQ.

**Each party is signing this agreement on the date stated under that party's signature.**

ATKINSRÉALIS USA, INC.

**CENTRAL TEXAS REGIONAL MOBILITY  
 AUTHORITY**

\_\_\_\_\_  
 (Signature)  
 Brad Dennard  
 \_\_\_\_\_  
 (Printed Name)  
 Sr. Vice President  
 \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)  
 James M. Bass  
 \_\_\_\_\_  
 (Printed Name)  
 Executive Director  
 \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Date)

**Attachments and Exhibits to Contract for Professional Services  
Incorporated into the Contract by Reference**

<b>Attachments</b>	<b>Title</b>
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Key Personnel
E	Fee Schedule
F	Work Schedule
G	Form of Work Authorization
H	Subcontracting

**ATTACHMENT A**

**GENERAL PROVISIONS**

**INDEX TO PROVISIONS**

<b>Article</b>	<b>Title</b>
1	Work Authorizations
2	Progress
3	Suspension of Work Authorization
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Data Ownership
8	Public Information and Confidentiality
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms
14	Termination
15	Compliance with Laws
16	Indemnification
17	Engineer's Responsibility
18	Noncollusion
19	Insurance
20	Gratuities
21	DBE/HUB Requirements
22	Maintenance, Retention and Audit of Records
23	Certificate of Interested Parties
24	Civil Rights Compliance
25	Patent Rights
26	Computer Graphics Files
27	Child Support Certification
28	Disputes
29	Successors and Assigns
30	Severability
31	Prior Contracts Superseded
32	Conflict of Interest
33	Audit Requirements
34	Debarment Certifications
35	Pertinent Non-Discrimination Authorities
36	Boycott Israel
37	Firearm Entities and Trade Associations Discrimination
38	Energy Company Boycott
39	Abbreviations and Definitions

**ATTACHMENT A****GENERAL PROVISIONS****ARTICLE 1. WORK AUTHORIZATIONS**

**A. Use.** The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and the Engineer has 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. The Executive Director will issue Work Authorizations to authorize all other work under this Contract. 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 using fees set forth in Attachment E, Fee Schedule.; and (6) DBE/HUB Requirements. The Engineer shall not include additional contract terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and the Contract, the terms and conditions of the Contract shall prevail and govern the work and costs incurred.

**C. Work Authorization Budget.** A Work Authorization budget shall be prepared by the Engineer and set forth in detail (1) the computation of the estimated cost of the work as described in the Work Authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization. The Mobility Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

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

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

**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 executed within the period of performance specified in the Work Authorization. The Mobility Authority shall not be responsible for actions by the Engineer, or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Executive Director prior to expiration of the Work Authorization. Any Supplemental Work Authorization must be executed by both parties within the Contract Period established in Article 2 of the Contract.

**F-1. 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. The Executive Director may, at his sole discretion, extend the Work Authorization period by execution of a Supplemental Work Authorization.

**F-2. Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Executive Director's approval. The Engineer must allow adequate time for the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

**G. Deliverables.** Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the deliverables as specified in the executed Work Authorization to the Executive Director for review and acceptance.

## **ARTICLE 2. PROGRESS**

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

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

**C. Inspections.** If federal funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

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

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

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

## **ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION**

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

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

**C. Contract Period Not Affected.** If the Executive Director suspends a Work Authorization, the Contract Period as determined in Article 2 of the Contract is not affected and the Contract and the Work Authorization will terminate on the date specified unless the Contract is amended to authorize additional time.

**D. Limitation of Liability.** The Engineer shall not be entitled to any damages or other compensation of any form in the event that the Mobility Authority exercises its rights to suspend or modify the Services pursuant to



this Article 3. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Executive Director to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

#### **ARTICLE 4. ADDITIONAL WORK**

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

**B. Supplemental Agreement.** If the Executive Director finds that the work does constitute additional work, the Executive Director shall so advise the Engineer, and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

**C. Limitation of Liability.** The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

#### **ARTICLE 5. CHANGES IN WORK**

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

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

**C. Errors/Omissions.** The Engineer shall make revisions to the work authorized in this Contract which are necessary to correct errors or omissions appearing therein, when required to do so by the Executive Director. No additional compensation shall be paid for this work.

#### **ARTICLE 6. SUPPLEMENTAL AGREEMENTS**

**A. Need.** The terms of this Contract may be modified if the Executive Director determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

**B. When to Execute.** Both the Engineer and the Executive Director must execute a supplemental agreement within the Contract Period specified in Article 2 of the Contract.

#### **ARTICLE 7. DATA OWNERSHIP**

**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, models, animations, and other documents and files created or collected under the terms of this Contract are the property of the Mobility 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 Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, are and at all times shall be and remain the property of the Mobility Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Mobility Authority. Engineer

hereby assigns any and all rights and interests it may have in the foregoing to the Mobility Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility 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 Mobility Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Mobility 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 Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

**C. Separate Assignment.** If for any reason the agreement of the Mobility Authority and the Engineer set forth in subarticle 7.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 Mobility Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Mobility 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 Mobility 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 prepared by Engineer and all documents furnished to Engineer by the Mobility Authority shall be delivered to the Mobility Authority upon request. Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to permission by the Mobility Authority.

**E. Release of Design Plan.** The Engineer (1) will not release any roadway 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 Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subconsultants, including costs, damages, or other liability resulting from improper use. Neither Engineer nor any subconsultant may charge a fee for any portion of the design plan created by the Mobility Authority."

## **ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The Mobility Authority will comply with Government Code, Chapter 552, (the "Public Information Act") in the release of information produced under this Contract. The requirements of Subchapter J, of the Public Information Act, may apply to this Contract and the Engineer agrees that the Contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

#### **ARTICLE 9. 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 Mobility 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 Director of Engineering may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Director of Engineering, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work; or for any other reason identified by the Director of Engineering.

**C. Mobility Authority Approval of Replacement Personnel.** The Engineer may not replace any Key Personnel, as designated in the applicable Work Authorization or identified in Attachment D, without prior written approval of the Director of Engineering. Throughout the term of the applicable Work Authorization, the Engineer agrees that the identified individual(s), whether employee(s) of the Engineer or of an approved sub-consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto, to the extent indicated by the applicable Work Authorization. His/her failure or inability to devote sufficient time and attention to the Services shall, at the Mobility Authority's sole option, require the Engineer promptly to replace said individual with a qualified replacement acceptable to the Mobility Authority. In no event shall the Engineer remove, transfer, or reassign any individual identified on applicable Work Authorization or in Attachment D except as instructed by, or with the prior written consent of, the Mobility Authority.

If any Key Personnel 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 Personnel. The Director of Engineering's approval will be based upon the proposed replacement Key Personnel qualifications to provide the required Services. Approval will not be unreasonably withheld.

**D. Liquidated Damages.** The selection of the Engineer to provide the Services under this Contract was based, in part, on the Key Personnel identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel as identified in Attachment D or the applicable Work Authorization it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Personnel from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Personnel position identified in Attachment D or the applicable Work Authorization if any Key Personnel is removed by the Engineer without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Personnel in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Personnel 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 7.B, the Mobility Authority shall own all intellectual 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 Mobility Authority shall be delivered to the Director of Engineering when the Contract 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 Mobility Authority, title shall pass or transfer to the Mobility Authority upon acquisition and prior to any use of the item by the Engineer.

#### **ARTICLE 10. SUBCONTRACTING**

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

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

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law.

**D. 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).

**E. 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.

#### **ARTICLE 11. INSPECTION OF WORK**

**A. Review Rights.** Under this Contract, the Mobility Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to inspect, 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 12. 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 13. VIOLATION OF CONTRACT TERMS**

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

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

#### **ARTICLE 14. TERMINATION**

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

1. By mutual agreement and consent, in writing from both parties.
2. By the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 20, Gratuities, or DBE/HUB Requirements.

3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure.
4. By the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 14.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

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

**D. 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 reasonable 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.

**E. Surviving Requirements.** The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period, including without limitation the provisions of Article 16.

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

## **ARTICLE 15. COMPLIANCE WITH LAWS**

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

## **ARTICLE 16. INDEMNIFICATION**

**A. Indemnification.** THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONSULTANTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL INCLUDE THE MOBILITY AUTHORITY'S 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 MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND/OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.

#### **ARTICLE 17. 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 Mobility Authority and Engineer will address errors and omissions as follows:
1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director.
  2. A problem resulting from an error and omission may be identified during any phase of project development. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.
  3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
  4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.
  5. Errors and omissions identified prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Mobility Authority.
  6. During and after construction, errors and omissions can potentially result in significant additional costs to the Mobility Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Mobility Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.
  7. After a Project is constructed and is in use, there is a possibility of a Contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the Contractor claim. If there is a possibility of Engineer responsibility, upon notice of the Contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the Contractor claim. The Engineer will not be involved in any discussions or negotiations with the Contractor during the claims process. Upon settlement of all previous claims with the Contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.
  8. The additional costs which are considered damages to the Mobility Authority and are to be recovered should represent actual cost to the Mobility Authority.
  9. The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.

10. The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.
11. A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Mobility Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.
12. It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Mobility Authority staff to ensure that the Mobility 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 Mobility Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers and Land Surveyors.

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

#### **ARTICLE 18. NON-COLLUSION**

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

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

#### **ARTICLE 19. INSURANCE**

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

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

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

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 18.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 18.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 18.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Mobility 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 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 18.A. through F., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director"



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

#### **ARTICLE 20. GRATUITIES**

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

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

#### **ARTICLE 21. DISADVANTAGED BUSINESS ENTERPRISE OR 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 Mobility Authority's Request for Qualifications or Request for Proposals.

#### **ARTICLE 22. 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 Mobility 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 Mobility 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 23. CERTIFICATE OF INTERESTED PARTIES**

If applicable, 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/>.

#### **ARTICLE 24. 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), the Federal Highway Administration (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, will 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 will not participate directly or indirectly

in the discrimination prohibited by the Acts and the 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 will 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 will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Acts and 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 will so certify to the Mobility Authority or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance:** In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this Contract, the Mobility Authority will 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.

**F. Incorporation of Provisions:** The Engineer will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the Mobility Authority, TxDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority.

## **ARTICLE 25. PATENT RIGHTS**

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

## **ARTICLE 26. SECTION NOT USED**

## **ARTICLE 27. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

## **ARTICLE 28. 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 shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the decision of the Executive Director with regard to the resolution of any such disputes.

**ARTICLE 29. SUCCESSORS AND ASSIGNS**

The Engineer and the Mobility 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.

**ARTICLE 30. 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 31. 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 32. CONFLICT OF INTEREST**

**A. Representation by Engineer.**

The 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 Mobility Authority or which in any way conflicts with the interests of the Mobility Authority and certifies that it is in full compliance with the Mobility 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 Mobility 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; or
3. a government consultant.

**C. Environmental Disclosure.** If the Engineer will prepare an environmental study 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 study is prepared.

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

**ARTICLE 33. AUDIT REQUIREMENTS**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

**ARTICLE 34. DEBARMENT CERTIFICATIONS**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the

Executive Director, to furnish a copy of the certification.

### **ARTICLE 35. PERTINENT NON-DISCRIMINATION AUTHORITIES**

During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### **ARTICLE 36. BOYCOTT ISRAEL**

The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract.

**ARTICLE 37. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

The Engineer verifies that:

1. It does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, Engineer shall promptly notify the Executive Director.

**ARTICLE 38. ENERGY COMPANY BOYCOTT**

The Engineer verifies that:

1. It does not, and will not for the duration of the Contract, boycott energy companies; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, the Engineer shall promptly notify the Executive Director.

**ARTICLE 39. ABBREVIATIONS AND DEFINITIONS**

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This Contract
Business Days	Any day the Mobility Authority is open for business
CFR	Code of Federal Regulations
Contract	This Contract document and its attachments
Days	Calendar days
DBE	Disadvantaged Business Enterprise
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Mobility Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
HUB	Historically Underutilized Business
Mobility Authority	The Central Texas Regional Mobility Authority
OMB	Office of Management and Budget
Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Mobility Authority's or other entity's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this Contract
TxDOT	Texas Department of Transportation
USDOT	United States Department of Transportation

Work Authorization	Any work authorization arising from this Contract
Year	When not otherwise clarified, "year" refers to a 12-month period

## **ATTACHMENT B**

### **SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY**

**To be determined in each work authorization.**

## **ATTACHMENT C**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

**The work authorization scopes will be derived from this attachment.**

The services to be provided to the Mobility Authority are the usual broad, expert general civil engineering, and general professional services provided to multimodal transportation agencies such as the Mobility Authority. The general elements of work that will be required by the Mobility Authority are shown below.

#### **1. Program Management**

The Engineer shall furnish a Program Manager, Deputy Program Manager, and project managers to provide overall management of assigned projects through all stages of development beginning with the feasibility stage through construction of the project. The Program Manager will manage all activities assigned to the Engineer and coordinate their activities with the staff of the Mobility Authority. The Program Manager will be responsible for ensuring the Engineering services are provided on time, on schedule and meet quality standards. This Key Personnel position must be able to convert technical information to understandable public messaging. The Program Manager must coordinate projects through all departments of the Mobility Authority, and ensure all aspects of project are properly documented and managed by their staff.

#### **2. Preparation or Management of Preliminary/Feasibility Project Details**

Engineering services shall be inclusive of all services required to identify potential routes to the extent necessary to estimate and evaluate the cost, environmental impacts and technical feasibility of alternate routes. The projects may consist of new location or expansion of existing facilities including managed lanes projects.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of turnpike revenue bonds or other sources will be conducted jointly among the Mobility Authority, the Engineer, the traffic and revenue engineers, financial advisors, general counselors, bond counselors, and investment bankers separately retained by the Mobility Authority. Indications of potential revenue bond financing feasibility can lead to more intensive services being required of the Engineer and will be tailored to fit each turnpike prospect.

#### **3. Preparation or Management of Environmental Documents**

For all projects the Engineer may produce the Environmental Documents necessary for environmental clearance based on NEPA requirements. For larger projects, the Engineer in coordination with The Mobility Authority staff may procure, manage and monitor a third-party consultant who will perform the services required to obtain environmental clearance for the project. The Engineer will be expected to provide oversight services for all required disciplines. The Engineer will be responsible for ensuring compliance with all applicable regulations, permitting requirements, and be capable of preparing risk assessments of various alternatives.

#### **4. Preparation or Management of PS&E Documents**

For smaller projects the Engineer may prepare PS&E and architectural documents necessary for the bidding and construction of projects ranging from roadway to small structures required for the Mobility



Authority to perform its operations and maintenance activities. For larger projects, the Engineer in coordination with the Mobility Authority staff will procure, manage and monitor a third party who will be responsible for designing and bidding the project if it is to be delivered in a traditional design/bid/build method. The Engineer will be expected to provide oversight services for all technical services required to design the complete project.

The projects may be delivered using the design/build or public/private/partnership method in which case the Engineer will actively manage the procurement activities.

The Engineer will need to ensure compliance with TxDOT's LGPP requirements, the Texas Administrative Code and other applicable State and Federal regulations.

## **5. Procurement Services**

The Engineer will assist the Mobility Authority in the procurement of a variety of contractors including Design/Build, 3P, Design, Environmental, Construction, CE&I, Geotechnical, Surveying, Maintenance and other professional services as required. All contracts will be procured in conformance with The Mobility Authority's Procurement Policy. The Engineer will need to be able to provide a team that is capable of actively managing the entire procurement process, and ensure that the Mobility Authority is managing the risk register appropriately.

## **6. Tolling & ITS System Services**

The Engineer should be knowledgeable of All Electronic Tolling (AET) and dynamically priced tolling systems, including toll system and communication infrastructure requirements. Their toll systems capability should include design, maintenance requirements, integration oversight and testing.

The Engineer should be knowledgeable of Traffic Management Centers and ITS systems and communication infrastructure including traffic detection, CCTV and DMS. Their ITS capability should include design, maintenance requirements, integration oversight and testing.

## **7. Public Involvement Services**

Proposer's primary responsibility will be the oversight and implementation of robust and proactive community outreach as well as other communication initiatives. They will be a strategic, forward-thinking contractor, immersed in all Mobility Authority projects and programs, accountable to success metrics, working for and with the Communications Department and be able to fully collaborate with other communications consultants. Specific roles are shown below.

During the environmental phase, the Engineer will provide oversight and implementation of public involvement activities per NEPA requirements and Mobility Authority standards for an elevated and unique commitment to community outreach and informed consent building.

During the Construction phase, the Engineer will provide oversight and implementation of construction communications as directed by the Communications Department, including a robust Good Neighbor program.

During the Open-to-Tolling and Operations phase, the Engineer will assist the Communications Department with payment marketing, maintenance outreach and any other need specific to the assigned corridor.

The Engineer will also support the Communications Department with public involvement, outreach and other communication services including but not limited to agency branding, marketing, graphic design, website development and management, social media, communication tool creation and management, copy creation and management, and industry relations.

## **8. Scheduling Services**

The Engineer will provide scheduling services for both specific projects as well as a programmatic master schedule, consisting of multiple projects using all available scheduling resources ranging from spreadsheets to P6. The Engineer should be able to utilize schedules in the actual management and oversight of projects. Oversight will include the independent verification of contractor schedule including development of early indicators of potential schedule slippage. Schedules will include all aspects of total project including T&R, ROW, utilities and finance. The Engineer should provide improvements for the scheduling system utilized by the Mobility Authority.

## **9. Toll & Traffic Operations Services**

The Engineer should be knowledgeable in regard to revenue collection including; AVI processing and reconciliation, interoperability, back office processing, video billing, violation processing, enforcement, collections and call center operations.

The Engineer should be knowledgeable in the operations of Traffic Management Centers and ITS including incident detection and response, dispatch, tracking, incident clearance and reporting.

The Engineer should be knowledgeable of Traffic Management Centers and ITS systems and communication infrastructure including traffic detection, CCTV and DMS. Their ITS capability should include design, integration and testing.

The Engineer should also be capable of performing all standard traffic performance and capacity models including simulation models. They should be experienced in presenting results in both tabular and visual format to technical and lay audiences.

The Engineer should be capable of analyzing large amounts of data to look for trends, groupings, or other relationships between different types of data. The Engineer should also be capable of visualizing that data to support interpretation and decision-making.

## **10. CE&I Services**

For smaller projects, the Engineer may provide complete CE&I services. For larger projects, the Engineer in coordination with Mobility Authority staff may procure, manage and monitor a third party who will be responsible for some or all of the CE&I services. The Engineer will be responsible for any coordination required between the CE&I contractor and the design contractor. The Engineer will be required to provide auditing capabilities to verify contractor compliance, as well as CE&I compliance with the applicable contractual requirements.

## **11. Renewal/Replacement Maintenance Support Services**

The Engineer shall assist in a systematic management process to plan and budget for known cyclic repair and replacement requirements that extend the life and retain usable condition of facilities and systems that are not normally contained in the annual operating budget.

The Engineer shall be knowledgeable with the design of plans, specifications, competitive bidding and the required oversight to accomplish major maintenance projects.

## **12. Maintenance Oversight Services**

The Engineer should be knowledgeable of maintenance operation support and oversight for all maintenance operations programs including but not limited to maintenance of roads, bridges and drainage systems, facility maintenance, vegetation management, emergency operations such as, snow and de-icing efforts.

The Engineer shall be knowledgeable with the design of plans, specifications, competitive bidding and the required oversight to accomplish routine maintenance.

## **13. Utility Coordination Services**

The Engineer will provide a Utility Coordination Manager who will assist the Mobility Authority in the relocation of utilities required by construction of its projects and review of utility permits submitted by utility owners. Services may include identification of utilities to be relocated from existing records, procurement and oversight of SUE contractors, procurement and oversight of specialty utility design consultants and preparation and negotiation of utility agreements with affected utility owners.

## **14. ROW Services**

The Engineer will provide a ROW Manager who will assist the Mobility Authority in the procurement of ROW services by a third-party contractor and will assist the Mobility Authority staff in the management, coordination with other project team members and the oversight of the ROW contractor. The Engineer may provide full ROW services on small or special projects. All ROW will be acquired and any relocations made according to TxDOT and FHWA standards.

## **15. Programmatic Services**

The Engineer may provide programmatic services which include coordination, monitoring and providing input to the MPO and TxDOT planning activities including the UTP, TIP and other long-range planning including financial considerations and limitations.

## **16. Administrative Support Services**

The Engineer may provide administrative support on an as need basis to the various departments of the Mobility Authority which consist of Engineering, Finance, Operations, ITS/Tolling, Communications, Legal and IT.

## **17. Asset Management Services**

The Engineer may provide support services regarding inspecting, inventorying, and reporting on the condition and status of the Mobility Authority's assets as required by the Government Accounting Standards Board or the Mobility Authority's policy. The Engineer will be integrally involved in the

implementation, operation, and management of an asset management system, and provide recommendations and expertise to the Mobility Authority.

### **18. Contract/LGPP Support Services**

The Engineer may provide support services regarding tracking and reporting the various requirements that the Mobility Authority is required to meet from agreements such as Bond Covenants, Loan Agreements and TxDOT LGPP requirements. The Engineer will provide services to ensure that reimbursement from other agencies is maintained at all times.

## **ATTACHMENT D**

### **Key Personnel**

1. Program Manager – Greg Blake
2. Deputy Program Manager – Brian Gurley
3. Design Manager – Brian Gurley
4. Construction Manager -Mike McKissick
5. Public Involvement Manager – Hillary Lacy
6. IT/Tolling/Innovation Manager – Mike Yager

## ATTACHMENT E

### FEE SCHEDULE (Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an “X” in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) included with each Work Authorization. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<input checked="" type="checkbox"/>	Lump Sum	<p>The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the Mobility Authority as required by Article 4 A &amp; B including classifying work, partial or completed, according to the Table of Deliverables.</p> <p>The Mobility 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.</p> <p>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.</p> <p>The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Mobility Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.</p>

<input checked="" type="checkbox"/>	<p>Unit Cost</p>	<p>The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.</p> <p>The Mobility 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.</p> <p>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.</p>
<input checked="" type="checkbox"/>	<p>Specified Rate Basis</p>	<p>The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director.</p> <p>The Mobility 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.</p>
<input checked="" type="checkbox"/>	<p>Cost Plus</p>	<p>The Mobility 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:  <i>Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).</i></p> <p>The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.</p>

Without prior approval by the Executive Director, the Mobility Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

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

\* The **AMOUNT PAYABLE** will be established by work authorizations authorized over the Contract Period

The amount payable is based on the following rate data shown below. Rates will be adjusted on an annual basis starting no sooner than 12 months following the Effective Date. Annual rate adjustments will be capped at a 5% per annual increase.

The overhead rate will be adjusted annually and effective upon approval by the Chief Financial Officer.

\* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.



# **ATTACHMENT F**

## **Work Schedule**

**To be provided with each Work Authorization**

## ATTACHMENT G

### Form of Work Authorization

WORK AUTHORIZATION NO. \_\_\_\_\_

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, under the terms and conditions established in the **CONTRACT FOR PROFESSIONAL SERVICES**, dated as of \_\_\_\_\_, 2024 (the “Agreement”), between the **Central Texas Regional Mobility Authority** (the “Authority”) and **AtkinsRéalis USA, Inc.** (the “Contractor”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*[Brief description of the Project elements to which this Work Authorization applies]*

#### **Section A. - Scope of Services**

A.1. The Contractor shall perform the following Services:

*[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]*

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:

A.3. In conjunction with the performance of the foregoing Services, the Contractor shall provide the following submittals/deliverables (Documents) to the Authority:

#### **Section B. - Schedule**

The Contractor shall perform the Services and deliver the related Documents (if any) according to the following schedule:

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Contractor the amount not to exceed \$ \_\_\_\_\_, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the Contractor according to the terms of a future Work Authorization.

#### **Section E. Key Personnel**

*[Enter list of Key Personnel]*

#### **Section F. 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 Contractor. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

#### **Section G. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

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

Contractor: AtkinsRéalis USA, Inc.

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **ATTACHMENT H**

### **Subcontracting**

AtkinsRéalis planned subcontract team members at the Contract effective date:

McGray & McGray Land  
Surveyors, Inc. (DBE)  
Rodriguez Engineering Laboratories, LLC (R.E.L.) (DBE)  
Foresight Planning & Engineering Services, LLC. (DBE)  
REBI, LLC (DBE)  
K Friese & Associates (KFA), a Lochner Company  
Anderson Infrastructure, LLC  
Monkee Boy  
Blonde Ambition  
Cambrian Environmental  
MBCO (DBE)

## ATTACHMENT I

### Information Resources and Security Requirements

#### TYPES OF DATA

“Mobility Authority Data” means Mobility Authority information, data, records, and information to which the Engineer has access, has possession, or is otherwise provided to the Engineer by the Mobility Authority, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information (as defined below).

Mobility Authority Data is classified into the four categories that control applicability of security standards: Public, Sensitive, Confidential, and Regulated. See Section 4 for Definitions.

Any data that the Engineer accesses and downloads from a Mobility Authority system, for use, manipulation, storage, or management is considered Confidential Data unless otherwise specified in writing by the Executive Director.

#### DATA REQUIREMENTS

##### Data Transfer

At the completion of a deliverable, the Engineer shall transfer all Mobility Authority Data generated and stored for that deliverable to the Director of Engineering in a manner and format acceptable to the Director of Engineering.

All metadata associated with the Mobility Authority Data transferred must remain attached to that data.

The Engineer shall maintain the appropriate level of data security throughout the transfer of the Mobility Authority Data.

##### Backup and Disaster Recovery

The Engineer shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.

The Engineer shall maintain a disaster recovery plan. The Engineer is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond the Engineer’s reasonable control, and for those costs included as part of the Mobility Authority infrastructure responsibilities.

##### Open Records Requests

The Engineer shall not release Information in response to an open record request related to this agreement request unless the Executive Director has approved the release in writing.

#### INFORMATION RESOURCE AND SECURITY REQUIREMENTS

##### Information Security Safeguards

Contractor shall implement appropriate administrative, physical, and technical safeguards, in accordance with good industry practice, that reasonably and appropriately protects the confidentiality, integrity, and availability of Mobility Authority Data.

##### Potential Cybersecurity Incident or Breach Notification

The Engineer shall immediately report to the Mobility Authority any potential cybersecurity incident or breach involving Mobility Authority Data (See Section 4, Definitions).

### Demonstrating Compliance with Information Security Requirements

Prior to contract award, at renewal, on a recurring basis as documented in the contract, upon reasonable notice to the Engineer, and if the Executive Directory determines that the Engineer has violated this agreement, the Executive Director, directly or through its agent, may request an attestation and evidence that the Engineer is in compliance with applicable laws, regulations, and standards outlined in 3.4.

### Information Resources Technology

Any proposed information resources technology that will be installed on any Mobility Authority-owned equipment or that will access any Mobility Authority network must be reviewed and approved by the Executive Director prior to any development, design, delivery, or implementation.

### Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §§ 200.216 and 200.471, Contractor shall not provide services, equipment, or systems for telecommunications or video surveillance that (a) are provided or manufactured by or (b) have components provided or manufactured by any of the following business entities:

Huawei Technologies Company

ZTE Corporation

Hyatera Communications Corporation

Hangzhou Hikvision Digital Technology Company

Dahua Technology Company

Any subsidiary or affiliate of an entity listed above

### DEFINED TERMS

“Breach” means “breach of system security” as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as “the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.”

“Confidential Information” has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means “information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements.” Information that is Confidential Information under this definition includes:

Dates of birth of living persons

Driver’s license numbers

License plate numbers

Credit card numbers

Insurance policy numbers

Attorney-Client communications

Drafts of policymaking documents

Information related to pending litigation

Audit working papers

Competitive bidding information before contract awarded.

Personal Identifiable Information

Sensitive Personal Information

Regulated data

Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code ("Texas Public Information Act") or other applicable state or federal law

Compliance reports for which the Texas Attorney General has granted permission to withhold

Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code

"Data" means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.

"Information" means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.

"Information Resources Technology" means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.

"Personal Identifying Information" means information that alone or in conjunction with other information identifies an individual, including an individual's:

Name, social security number, date of birth, or government-issued identification number;

Mother's maiden name;

Unique biometric data, including the individual's fingerprint, voice print, and retina or iris image; and

Unique electronic identification number, address, or routing code.

"Potential Cybersecurity Incident" means an event which may result in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.

"Regulated Data" means information for which the use and protection of is dictated by a state or federal agency or by third party agreements.

"Sensitive Personal Information" has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:

An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:

Social Security Number

Driver's license number or government-issued identification number; or

Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account;  
or

Information that identifies an individual and relates to:

The physical or mental health or condition of the individual;

The provision of health care to the individual; or

Payment for the provision of health care to the individual.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #12**

---

Discuss and consider approving a contract with Carrington Coleman, Sloman & Blumenthal LLP for legal services for the 183A Phase III Project and the 183 North Project

Strategic Plan Relevance:	Not Applicable
Department:	Legal
Contact:	Geoff Petrov, General Counsel
Associated Costs:	Not to exceed \$500,000
Funding Source:	183A Phase III Project funds and/or 183 North Project funds
Action Requested:	Consider and act on a draft resolution

**Background:**

As discussed in the monthly project updates, both the 183A Phase III Project and the 183 North Project are tracking behind schedule. As a result, it would be prudent to retain counsel to provide objective evaluation of the Mobility Authority's legal position and assist with any claims in the event one or both of the contractors for these projects fails to meet their respective completion deadlines. Therefore, the Executive Director and General Counsel request authorization to engage outside legal counsel to assist with legal issues associated with these projects.

**Backup provided:** Draft Resolution; Draft contract for Legal Services



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

**RESOLUTION NO. 24-0XX**

**AUTHORIZING THE EXECUTIVE DIRECTOR TO HIRE OUTSIDE COUNSEL**

WHEREAS, by Resolution No. 20-063 dated September 30, 2020, the Central Texas Regional Mobility Authority (Mobility Authority) Board of Directors (Board) awarded a contract to The Lane Construction Corporation for construction of the 183A Phase III Project; and

WHEREAS, by Resolution No. 21-011 dated February 24, 2021, the Board approved a contract with Great Hills Constructors, a joint venture between Archer Western Construction, LLC and Sundt Construction Inc., for the design and construction of the 183 North Mobility Project; and

WHEREAS, based on reports by the Mobility Authority's construction oversight team, both projects are currently tracking behind schedule; and

WHEREAS, in order to be prepared in the event that claims or other legal issues arise on either of these projects, the Executive Director has negotiated a proposed contract for legal services with Carrington, Coleman, Slothman & Blumenthal LLP which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director requests that the Board approve the contract with Carrington, Coleman, Slothman & Blumenthal LLP and authorize him to spend up to \$500,000 for legal services associated with the 183A Phase III Project and/or the 183 North Project.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the contract with Carrington, Coleman, Slothman & Blumenthal LLP for legal services associated with the 183A Phase III Project and/or the 183 North Project in the form or substantially the same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to spend up to \$500,000 for legal services associated with the 183A Phase III Project and/or the 183 North Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of October 2024.

Submitted and reviewed by:

Approved:

---

James M. Bass  
Executive Director

---

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

**Exhibit A**

## CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

### LEGAL SERVICES CONTRACT

This Legal Services Contract (this "Contract") by and between Central Texas Regional Mobility Authority, whose address is 3300 North IH-35, Suite 300, Austin, Texas 78705 ("CTRMA") and Carrington Coleman, Sloman & Blumenthal LLP whose address is 901 Main Street, suite 5500, Dallas, Texas 75202 (the "Firm") is entered into as of May 16, 2022 (the "Effective Date"). CTRMA and the Firm may also individually be referred to herein as a "Party" and collectively, as the "Parties."

### RECITALS

WHEREAS, CTRMA is a regional mobility authority under Chapter 370 of the Texas Transportation Code ("Act") and is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, to carry out its duties and powers under the Act, CTRMA requires the legal services described in this Contract;

NOW, THEREFORE, in consideration of the payments and mutual promises hereinafter stipulated, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Legal Services.**

A. Scope of Services. The Firm shall provide legal services ("Services"), which may include without limitation both litigation and transactional work, as requested by CTRMA, on matters relating to CTRMA's 183A Phase III Project and/or 183 North Project. All Services shall be of the highest quality and performed in compliance with The Texas Lawyer's Creed.

B. Assignment of Specific Tasks. Upon oral or written directive from CTRMA, the Firm will commence work on specific tasks within the scope of services described above, including preparation of a budget (if requested) and identification of legal issues and defenses for such task in accordance with Section 3 hereof. The Firm will update its assessment of legal issues and defenses if there is a material change during the course of the Firm's work on the matter or upon request of CTRMA.

C. Litigation Practices. No appeals of any case may be taken without the written approval of CTRMA's General Counsel. The Firm shall not add or remove parties from a matter without the prior approval of CTRMA's General Counsel. Except for formal discovery, no information or photocopies should be released from CTRMA files to any litigant or other third party without a subpoena or court order from a court of competent jurisdiction. Opportunities for settlement or for alternative dispute resolution must be identified early in the litigation and promptly and fully communicated to CTRMA's General Counsel. The Firm must clearly communicate to any mediator and all other parties to a proposed settlement that settlements are contingent upon and may not be publicized prior to approval by CTRMA's Board of Directors.

D. Defensive Litigation Matters. The Firm will notify CTRMA's General Counsel immediately of any claims, counterclaims, or litigation against CTRMA in connection with cases or matters the Firm is handling. The Firm is not authorized and must never accept service on behalf of CTRMA unless expressly authorized to do so in writing by CTRMA's General Counsel.

E. Modifying the Engagement. Neither the Firm nor CTRMA may unilaterally change or expand this Contract. If the Firm determines that the scope of the Contract needs to be changed, the Firm must notify CTRMA's General Counsel and submit an amended proposal for written approval of the amended scope, which, if approved, may result in other adjustments to the Contract. No work should be done on an expanded engagement unless the amended proposal has been approved by CTRMA in writing. The Firm agrees that CTRMA may withhold payment for additional work performed without advance approval by CTRMA's General Counsel.

2. **Compensation.**

A. Rates. The maximum hourly rates that the Firm will charge CTRMA for Services performed pursuant to this Contract are set forth on Exhibit A attached hereto and made a part hereof for all purposes. At Firm's request, these rates may be increased by up to 5% annually, typically at the beginning of each calendar year. The Firm will notify CTRMA before any changes take effect. For clarification, CTRMA shall not pay secretarial costs, overtime costs, or other costs for administrative or support staff for the Firm

B. Billing Guidelines. For hourly billing, the Firm must:

- bill by 1/10 of an hour;
- itemize time entries by each task;
- charge only actual costs of document management, copies, faxes, and delivery/courier charges;
- for all travel and expense reimbursement follow CTRMA's requirements for Business Travel and Expenses set forth in Exhibit B attached hereto and made a part hereof for all purposes;
- meals and food charges other than food service at business meetings shall not be reimbursable;
- obtain authorization for more than one lawyer to attend a witness interview, deposition, hearing, mediation, conference call, or meeting;
- not bill CTRMA for electronic legal research resources (i.e., Lexis, Westlaw, or Bloomberg Law);
- use or employ expert witnesses or outside consultants only after written approval of CTRMA's General Counsel;
- obtain pre-approval in writing from CTRMA's General Counsel of outside expenditures greater than \$5,000;
- not bill CTRMA for opening/updating/closing files;
- not bill CTRMA for clerical tasks (e.g., collating or stapling documents);
- submit invoices and update status of assigned matters using an electronic format acceptable to CTRMA;
- submit monthly invoices no later than the 10<sup>th</sup> day of the month after the end of the billing period;
- use courier services only when necessary; and
- keep to a minimum any fees for communications between attorneys within the firm.

Invoices not prepared in accordance with these guidelines may be returned to the Firm without being processed for payment. Billing procedures for alternative fee arrangements shall be separately established.

C. Invoice Review. CTRMA reviews and approves legal services and disbursements on invoices when submitted by the Firm. If CTRMA objects to or requires additional information concerning the invoiced amounts, CTRMA may withhold the questioned amounts, and CTRMA will notify the Firm in writing regarding such objections or request for additional information. The Firm is requested to respond to such notice within 30 days of receipt. Failure by the Firm to provide adequate and timely support for the questioned amounts will result in denial of such charges. After CTRMA reviews the Firm's support for the questioned items, the Firm will receive payment for approved amounts or CTRMA will provide a written reason for the continued non-payment.

D. Audit Rights. The Firm will make available to CTRMA for review, copying, and auditing for the duration of the Firm's work on a specific matter, and for three years after completion of its work on such matter, any and all books and records as may be necessary for CTRMA or its representatives to determine compliance with this Section 2. The Firm's obligations under this subsection shall survive the termination or expiration of this Contract.

3. **Management of Legal Matters.**

A. Communications. All communication regarding any matter handled by the Firm must be directed to CTRMA's General Counsel, unless otherwise directed in writing. CTRMA's General Counsel must be copied on material written communications between Firm and all other parties to the matter, whether adverse or not. The Firm must take care to protect the attorney/client and work product privileges. Accordingly, all memoranda and opinions submitted to CTRMA should contain conspicuous notice that the writing is protected under the applicable privileges.

The Firm shall not discuss any matter handled by the Firm or share information about CTRMA obtained through its work for CTRMA with third parties without express written authorization from CTRMA. The Firm will refer all media inquiries concerning CTRMA to CTRMA's General Counsel. The Firm's obligations under this subsection shall survive the termination or expiration of this Contract.

B. Budgets. If CTRMA requires a budget for an assigned matter, the Firm shall update such budget whenever there is a material change to the budget or at CTRMA's request and, in any event, no less than annually.

C. Compliance with Applicable Law. The Firm is expected to assist CTRMA in complying with all applicable laws and regulations related to a specific legal matter on which the Firm is working.

4. **Insurance**. The Firm will, at its own cost and expense, obtain insurance coverage in the amounts specified in Exhibit C attached hereto and made a part hereof for all purposes. The Firm agrees that it will maintain any and all required insurance in full force and effect while performing any Services for CTRMA. Prior to beginning its performance of the Services, the Firm will furnish

certificates of insurance in a form acceptable to CTRMA and evidencing compliance with the requirements of this Section 4.

5. **Termination.** Either Party may terminate this agreement upon written notice to the other Party at the address set forth in Section 9, below. Upon termination, the Firm shall (a) cease all representation of CTRMA, (b) take appropriate action or advise CTRMA's General Counsel of any action needed to be taken to protect any interest of CTRMA, and (c) withdraw from the matter as required by law. All files, materials, work product, and attorney-client matters will be returned to CTRMA. The Firm may keep copies of legal materials it deems necessary. The Firm will cooperate with the transfer of all matters to CTRMA's General Counsel or another law firm at no cost to CTRMA. The Firm's obligations under this Section 5 shall survive the termination or expiration of this Contract.

6. **Conflicts of Interest.** The Firm represents to CTRMA, as of the Effective Date and throughout the duration of any Services provided hereunder, that it, and each of its employees: (a) has no financial or other beneficial interest in any contractor, engineer, consultant, product, or service evaluated or recommended by the Firm, except as expressly disclosed in writing to CTRMA, (b) will discharge its responsibilities under this Contract professionally, impartially, and independently, and after considering all relevant information related thereto, and (c) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Contract or the performance of its obligations hereunder. Conflicts of interest may only be waived in writing by CTRMA's General Counsel.

7. **Open Records.** The Firm acknowledges that although attorney-client communications are expected to be kept confidential and may be protected from disclosure, this Contract and the Firm's work product under this Contract may be subject to disclosure under the Texas Public Information Act (Texas Government Code Chapter 552).

8. **Representations and Warranties**

A. Firm represents, warrants, and covenants to CTRMA that (a) its signatory to this Contract has the full right, power, capacity, and legal authority to enter into and bind the Firm; (b) Firm has the full right, power, capacity, and legal authority to fully perform all obligations required of it under this Contract in accordance with its terms; (c) the execution, delivery, and performance of this Contract has been duly authorized by the Firm and does not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound; and (d) no approval or other action by any third party is required in connection herewith.

B. Firm represents, warrants, and covenants that (i) it does not, and will not during the Term, boycott Israel in violation of Texas Government Code, Chapter 2271 and (ii) it is not identified on any list of scrutinized companies or companies known to have interactions with a foreign terrorist organization as described in Texas Government Code, Chapter 2252, Subchapter F, and (iii) it does not, and will not during the Term, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association in violation of Texas Government Code, Chapter 2274.

C. Upon CTRMA's request, Firm will timely furnish CTRMA's General Counsel with satisfactory proof of its compliance with these warranties, covenants, and representations.

9. **Miscellaneous.**

A. **Notice.** All notices required to be given hereunder must be in writing and must be sent by certified mail, return receipt requested, hand delivered, or via reputable overnight air courier, addressed as follows:

a) If to CTRMA:

Central Texas Regional Mobility Authority  
Attn: General Counsel  
3300 North IH-35, Suite 300  
Austin, Texas 78705

b) If to the Firm:

Carrington, Coleman, Sloman & Blumenthal LLP  
Attn: Cathy Altman  
901 Main Street, Suite 5500  
Dallas, Texas 75202

or to such other address as either Party may provide in writing pursuant to the requirements of this subsection. All written notices, demands, and other papers or documents served upon CTRMA or the Firm will be deemed served or delivered for all purposes either (a) three days following the U.S. Postal Service's postmarked date if mailed, registered or certified mail and return receipt requested, or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

B. **Assignment.** The Firm has no right or authority to assign its rights and/or obligations or to delegate its duties under this Contract without CTRMA's prior written approval, and such approval may be granted or withheld at CTRMA's sole discretion. Any attempted assignment or delegation without such approval will be void and constitute a material breach of this Contract. This Contract and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the Parties and their respective successors and approved assigns. Notwithstanding anything to the contrary in this subsection, the Firm may not, under any circumstance, subcontract out any Services it has been engaged to perform hereunder. For clarity, the Firm may subcontract other miscellaneous, non-legal tasks such as document management, photocopying, courier services, or court reporter services.

C. **Waiver.** The failure of either Party to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms hereof will not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either Party will not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

D. **Governing Law; Venue.** This Contract will be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. The Parties acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

E. Attorney's Fees. Attorney's fees are recoverable in an action to enforce this Contract.

F. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature page follows.]*



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

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY,**

a regional mobility authority and a political  
subdivision of the State of Texas

**CARRINGTON, COLEMAN, SLOMAN &  
BLUMENTHAL LLP**

---

James M. Bass  
Executive Director

---

Cathy Lilford Altman  
Partner



## **EXHIBIT B**

### **BUSINESS TRAVEL AND EXPENSES**

It is the policy of the CTRMA to reimburse reasonable business travel expenses. All business travel must be approved in advance by the General Counsel. When approved, the actual costs of travel, lodging and other expenses (excluding meals) directly related to accomplishing business travel objectives will be reimbursed by the CTRMA. The Firm should always ensure that expenses are limited to reasonable amounts, and that the CTRMA receives good value in return.

Travel expenses should be itemized on the Firm's monthly invoice. The monthly invoice must be accompanied by receipts for each expense, and must be submitted within 60 days of the completion of the business travel. Any items over the 60 days will be denied reimbursement.

The CTRMA will not reimburse travel expenses incurred by a spouse or other individual accompanying a consultant on business.

Sales tax on goods purchased will not be reimbursed. Sales tax for food service and hotel stays are the only sales taxes that will be reimbursed. Please request a sales tax exemption form from the General Counsel before purchasing goods.

The Firm shall be responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds that such expenses were reimbursed contrary to these guidelines.

The following are reimbursement guidelines for business travel:

- **Transportation Services**

- Air travel arrangements should be made as far in advance as possible and should represent the lowest available fare in coach or economy class. Last minute flights (reservations made within two weeks of event) must be approved prior to purchase by the General Counsel.
- Reasonable fares for shuttle service, bus service, van pool, taxi service or other public transportation will be reimbursed.
- Car rental fees (a compact or mid-size vehicle for one person; a full-size vehicle for two or more persons) will only be reimbursed if approved in advance by the General Counsel.
- When renting vehicles, consultants should elect loss damage waiver insurance coverage.
- Gasoline should be refilled in any rental vehicle prior to returning it at the conclusion of business travel.

- **Lodging**

- Accommodations in approved hotels or motels will be reimbursed, using the GSA rate as a guideline. Exceptions to the GSA rate will require an explanation such as:
- (1) when the cost of the hotel would reduce total travel costs, such as eliminating the need for a rental car; (2) when the cost of the hotel is a conference rate; (3) when time constraints associated with business meetings require lodging at a closer hotel.

- **Food Service at Business Meetings**
  - Food service at business meetings required for the performance of CTRMA business (such as workshops, strategy sessions, and other official business as determined by the General Counsel) will be reimbursed.
  - The Firm's monthly invoice should include: purpose of the meeting; time and location of the meeting; and names of principal attendees.
  
- **Mileage Reimbursement**
  - Use of a personal vehicle on CTRMA business will be reimbursed using the current Internal Revenue Service rate. The Firm's monthly invoice should include: purpose of the travel; points of travel; dates of travel; and miles eligible for reimbursement.
  - If a personal vehicle is used, the maximum reimbursement will be at the lower of the IRS rate times the number of miles driven, or the lowest quoted airfare at the time of travel for overnight stay.
  
- **Other Business/Travel Expenses**
  - Parking and toll fees will be reimbursed, with receipts.
  - Other minor expenditures should have a receipt and justification.
  - There will be no reimbursement for any of the following: parking or traffic violations; entertainment, including in-hotel movies; and alcoholic beverages of any kind. In addition, there will be no reimbursement of sales tax incurred on the purchase of goods. Instead, consultants who are authorized to purchase approved goods on behalf of the CTRMA should use a tax-exempt form, available from the General Counsel.
  - Cancellation fees associated with business travel will be reimbursed only if it is in the best interest of the CTRMA.
  - Incremental expenses for any non-consultant companion traveling with the consultant will not be reimbursed by the CTRMA.

If a consultant is involved in a motor vehicle or other accident, or if a consultant sustains an injury while traveling on business, the Firm must promptly report the incident to the General Counsel. If a vehicle owned, leased or rented by the CTRMA is involved in an accident, causes any injury or damage, or incurs any damage, the Firm must promptly report the incident to the General Counsel. Vehicles owned, leased or rented by the CTRMA may not be used for personal business.

If a consultant needs guidance or assistance with any procedures related to business travel, travel arrangements, expense reports, or reimbursement for any specific expense, then the consultant should check with the General Counsel.

Consultants are reminded to ensure that travel records, expense reports and receipts are accurate and complete. Falsification of any records, including but not limited to expense reports; or falsification or alteration of any documentation, such as receipts, may lead to corrective action, up to and including termination of the Contract.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

[See attached.]

## INSURANCE REQUIREMENTS

Prior to beginning the Services described in this Contract, the Firm shall obtain and furnish certificates to the CTRMA for the following minimum amounts of insurance:

- a. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.
- b. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.
- c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to anyone person, and for property damage on account of anyone occurrence. The policy shall insure any vehicle used in connection with the Contractor's obligations under this Contract. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.
- d. **PROFESSIONAL LIABILITY INSURANCE.** With minimum limits of not less than \$10,000,000 per claim and \$20,000,000 annual aggregate covering the Services being performed under this Contract.
- e. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. - c. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.
- f. **GENERAL FOR ALL INSURANCE.** The Firm shall promptly, upon execution of this Contract, furnish certificates of insurance to the CTRMA indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated by A. M. Best Company as "A -" or better (or the equivalent rating by another nationally recognized rating service); and (c) otherwise acceptable to the CTRMA. 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 subsections b., c., d., e. and f. above, shall name the CTRMA as additional insureds and shall protect the CTRMA, the Firm, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Firm, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract.

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #13**

---

Project Updates

Strategic Plan Relevance: Stewardship, Service & Safety  
Department: Engineering  
Contact: Mike Sexton, Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

**Project Description/Background:**

Projects under construction:

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

**Backup provided:** None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #14**

---

Executive Director Board Report

Strategic Plan Relevance: Stewardship, Collaboration, Innovation, Service & Safety

Department: Executive

Contact: James M. Bass, Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Briefing and Board Discussion Only

**Project Description/Background:**

Executive Director Report.

- A. Recent agency staff activities.
- B. Agency performance metrics.

**Backup provided:** None





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #15

---

Executive Session

*Executive Session:*

Discuss the acquisition of one or more parcels or interests in real property need for a Mobility Authority headquarters, including facilities for traffic and incident management and other agency functions, pursuant to §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #16

---

Executive Session

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #17

---

Executive Session

*Executive Session:*

Discuss legal issues related to the development of the Mopac South Project, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #18

---

Executive Session

*Executive Session:*

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements including potential impacts of the Texas Department of Transportation's US 183 General Purpose Lane Project on Mobility Authority Toll System financing, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #19

---

Executive Session

*Executive Session:*

Discuss personnel matters related to the executive director's employment agreement, as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
**AGENDA ITEM #20**

---

Discuss and consider approving a project development agreement with the Texas Department of Transportation for the US 183 General Purpose Lane Project and making associated determinations regarding the effect of the US 183 General Purpose Lane Project on the operation of the Mobility Authority Toll System and the ability of the Mobility Authority to comply with outstanding debt agreements and covenants

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	No financial liability with executing the Project Development Agreement
Funding Source:	TxDOT
Action Requested:	Consider and act on the draft resolution

**Project Description/Background:** The Texas Department of Transportation (TxDOT) US 183 general purpose lane project from RM 1431 to Avery Ranch Boulevard will address congestion, enhance safety, and improve mobility along US 183 in Williamson County. The project has two elements: the first being construction of new frontage roads and the second operation and maintenance of the new and existing frontage roads in the corridor.

The first component is an approximate 3-mile project that includes constructing two grade-separated lanes on each side of the Mobility Authority's 183A toll road from Ranch to Market 1431 to Avery Ranch Boulevard and a shared-use path on the northbound side of the roadway, connecting to the existing 183A trailhead. The second

component of the project is for TxDOT to assume operating and maintenance of the newly constructed and existing frontage roads adjacent to the Authority's 183A corridor in between Avery Ranch Boulevard and US 183.

The PDA outlines the rights and responsibilities of TxDOT and the Authority for the construction component and subsequent operating and maintenance of the contiguous frontage roads. Additionally, the PDA grants TxDOT the right to operate within the Authority's right-of-way.

The Authority has loans and loan commitments with United States Department of Transportation (USDOT) and the Transportation Innovation and Infrastructure Finance Act (TIFIA) Office. In accordance with loan covenant provisions, Authority staff has presented the PDA for review and determination on action by TIFIA.

The Indenture of Trust established by the Authority to provide security for investors and lenders requires agreements such as the PDA to be reviewed by the Authority's Board of Directors to ensure that the actions outlined will not be prohibitive to the operation of the Authority or prevent compliance with bond and debt covenants.

**Previous Actions & Brief History of the Program/Project:** The Authority has informed lenders and investors of this planned TxDOT project since 2018. The project has been disclosed in traffic and revenue studies, bond offering documents and financial models presented to investors and lenders since that time. TxDOT started the schematic design and environmental process in 2018, with environmental clearance achieved in the fall of 2023. TxDOT will finalize design plans in September 2024 and plans to have a construction letting in November 2024 for the project. Construction will start in spring 2025, with completion anticipated in 2028.

**Financing:** The project, both construction and operating and maintenance of the contiguous frontage roads, will be 100% funded by TxDOT

**Action requested/Staff Recommendation:** Staff recommends that the Board execute the Project Development Agreement with TxDOT for the US 183 general purpose lane project.

**Backup provided:** Draft Resolution and Project Development Agreement to be provided at the board meeting.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

October 30, 2024  
AGENDA ITEM #21

---

Adjourn Meeting

Adjourn Board Meeting.