

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

RESOLUTION NO. 22-051

**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 December 14, 2022; 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 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

LIST OF PROHIBITED VEHICLES



CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	TEXAS HIGHWAY HAULERS LLC	TRAVIS	78746	006C303	TX	367
2	TOMMY DAN TURNER	WILLIAMSON	78642	013830K	TX	316
3	JENNIFER ANN HARDEMAN	TRAVIS	78744	0245H67	TX	1092
4	CHARLES NOHRA	WILLIAMSON	78613	029072M	TX	531
5	DANIELLE NO YODER	WILLIAMSON	97543	074LGF	OR	1009
6	CENTEX MATERIALS LLC	TRAVIS	78741	124H74	TX	514
7	JG ADORNO FRAMING CONSTRUCTION JOSE GUADALUPE ADORNO JIMENEZ	HAYS	78737	129172J	TX	570
8	CITY OF AUSTIN 08P848 P051	TRAVIS	78702	1308526	TX	483
9	CARLOS RAUL HERNANDEZ MUNOZ	BASTROP	78621	141C315	TX	373
10	JOSE L MARTINEZ MARTINEZ DBA JOSE MARTINEZ MARTINEZ	TRAVIS	78744	156C224	TX	1240
11	ZULAMY REYES HERNANDEZ	BASTROP	78602	160362M	TX	333
12	CHANTAL NICOLE AYALA	TRAVIS	89014	164N66	NV	980
13	MAKLEE ENTERPRISES	WILLIAMSON	76574	180B289	TX	405
14	L&S TRANSPORT	FLOYD	79241	1L32921	TX	579
15	VALENTIN MENDEZ	WILLIAMSON	78626	1L55084	TX	574
16	TEXAS HIGHWAY HAULERS,LLC	TRAVIS	78746	1L81500	TX	436
17	LONGHORN INTL TRUCKS LTD DBA LONGHORN IDEALEASE	TRAVIS	78702	1L81632	TX	274
18	CD TRUCKING INC	HARRIS	77532	1L82937	TX	296
19	BILL HALL JR DBA BILL HALL JR TRUCKING COMPANY	UVALDE	78801	1L83545	TX	226
20	SOUTH TEXAS CARGO LLC	TRAVIS	78704	1L93081	TX	765
21	Juan Ramirez	BEXAR	78239	1L95842	TX	817
22	CENTRALIZED LEASING GROUP	WILLIAMSON	53718	1L09315	WI	464
23	SUNNY DAYS TRANSPORT LLC	WILLIAMSON	78628	1M12510	TX	441
24	CARLOS PEDRAZA CORIA	WILLIAMSON	78664	1M12560	TX	174
25	W GIBBS TRANSPORT, LLC	HAYS	78666	1M21953	TX	315
26	NEW BERN TRANSPORT CO	WILLIAMSON	8054	1M57212	NJ	353
27	REFUJIO REYES-VALLE	TRAVIS	78725	1M57475	TX	994
28	CRESCO CAPITAL ,INC (LSR)	BASTROP	51510	1M57631	IA	1338



CTRMA Prohibited Vehicles

29	HARLEY WEBSTER DAWSON III	BASTROP	78602	1M62899	TX	656
30	CENTRALIZE LEASING CORP	BEXAR	53718	1M89896	WI	254
31	STOTLAND TRUCKING, LLC	WILLIAMSON	78641	1N08485	TX	519
32	PEDRO IGNACIO BALDERAS	TRAVIS	78702	1N08574	TX	457
33	VICTOR MATA	BEXAR	78222	1N14467	TX	295
34	BRYANT AND FRY CONST CO INC	MCLENNAN	76708	1N19160	TX	378
35	XAVIER KIMANI BRAXTON	TRAVIS	78741	1N19263	TX	226
36	BFS ASSET HOLDINGS LLC	TRAVIS	8054	1N20845	NJ	538
37	MARIA D WILLIAMS	TRAVIS	78653	1N20902	TX	626
38	POMPILIO ZEA MARTINEZ	CALDWELL	78644	1N21582	TX	386
39	IVYS TRUCKING CORP	TRAVIS	78747	1N21591	TX	308
40	HUBCO TRUCKING LLC	WHARTON	77488	2ZL755	TX	247
41	PARADISE SPAS & MOTORSPORTS	TRAVIS	58701	375DSM	ND	325
42	ERIK OLOF ERNEVAD	MCLENNAN	76710	37DV287	TX	786
43	CHRISTOPHER L ALVAREZ JR RUBINA MARIE ALVAREZ	TRAVIS	78617	3TGZJ	TX	1079
44	ANNE BOTTER	WILLIAMSON	78613	4DV6133	TX	861
45	JOHN MICHAEL JOWERS	WILLIAMSON	78613	50DV654	TX	903
46	DANIEL BRENNAN MARTINEZ	TARRANT	76248	54DV772	TX	1324
47	ANGELE MARIE ANDERSON	TRAVIS	78758	5LKJC	TX	930
48	DUPLANTIS LAYNIE J	CALDWELL	78644	5R33R0	TX	1016
49	Cassidy Co Reid	TRAVIS	59715	641864B	MT	1037
50	CRAIG COLLINS	TRAVIS	78669	6672LI	TX	444
51	ISMAEL MARTINEZ	WILLIAMSON	78664	681760K	TX	466
52	TYWANA LYNETTE STRAIT	TRAVIS	78617	6NNVJ	TX	1016
53	HEATHER A GUSTAFSON	WILLIAMSON	37172	6X42E0	TN	1069
54	LEROY LOUIS TATE	WILLIAMSON	78634	70DV302	TX	1149
55	ALEXANDER C MCIVER	TRAVIS	90043	7HHC085	CA	957
56	DAMARCUS L ANDERSON	WILLIAMSON	32757	8HXB	FL	973
57	NIJHMA NOUTFIA	WILLIAMSON	78641	8KTW771	TX	887
58	IRIS DA BERDUGO	WILLIAMSON	90813	8RXA344	CA	1050
59	NICOLAS VA CAMBRANO	TRAVIS	33830	90BEUV	FL	422
60	BRAYAN FLORES	GRIMES	77831	951063K	TX	463
61	BROOKE ERIN MURRAY	BASTROP	78602	958174K	TX	392
62	ANNA CORINA NAVEJAR ALBERT ARTURO NAVEJAR	TRAVIS	78725	9DV5942	TX	1196



CTRMA Prohibited Vehicles

63	LESLIE KELLY	WILLIAMSON	78729	AK44691	TX	883
64	MATTHEW & ANTHONY INC	TRAVIS	78748	AX7546	TX	218
65	AYLIN ROQUE CABRERA	TRAVIS	78660	AYO7932	TX	945
66	RICHARD OSWALD	TRAVIS	78728	BAO2318	TX	1052
67	EMMANUEL CASTRO RAMIREZ	WILLIAMSON	76574	BB11798	TX	500
68	CARLOS MARTINEZ	COMAL	78130	BP2217	TX	356
69	CARLOS MARTINEZ	COMAL	78130	BP2238	TX	252
70	MA GUADALUPE RAMIREZ	TRAVIS	78660	BTF0237	TX	476
71	JODI K BERNDT	TRAVIS	99037	BVH6568	WA	982
72	DAWN M CHAMBERS	LUBBOCK	79363	BVM0493	TX	844
73	LAWRENCE KEITH HARDEMAN	TRAVIS	78660	BW4K057	TX	2005
74	CAROL J GYERGYO	WILLIAMSON	78613	BY8S326	TX	1583
75	JOHN ZACHARY JONES	WILLIAMSON	78641	CAL10NE	TX	1433
76	KONNER ROBERT RISHA	TRAVIS	78750	CBY7629	TX	1503
77	MICHAEL THEODORE ABELL	WILLIAMSON	78628	CDAMTA	TX	773
78	SORRELL JA A	TRAVIS	60617	CH97084	IL	906
79	ROY ASHTON	TRAVIS	74067	CNE239	OK	908
80	GUADALUPE SALAZAR	TRAVIS	78745	CRF0763	TX	307
81	XAVIER NUNEZ RAMIREZ	TRAVIS	78750	CSG1434	TX	888
82	YNOCENCIA L MAMOE	WILLIAMSON	78641	CVB3533	TX	1258
83	JENNIFER BETH GRIFFITH	TRAVIS	78754	CX7N922	TX	3385
84	STEVEN PAUL HEYSE	TRAVIS	78727	DDD1218	TX	962
85	JESSE ALEJANDRO DIAZ	WILLIAMSON	78641	DEC0RA1	TX	698
86	JULIO J MONTALVO	HIDALGO	78599	DKF6208	TX	1193
87	CATHERINE BONZAN	TRAVIS	78754	DM2W534	TX	2191
88	CHRISTINE L BROCK KATRISA G BROCK	TRAVIS	78741	DTZ6901	TX	1031
89	EMILLY ANN MARIE SANTIAGO	WILLIAMSON	78641	DV3MI	TX	1392
90	DAVID ZACHARIAH SHORTES	WILLIAMSON	78642	DVMEDC	TX	1079
91	AL CLAWSON DISPOSAL INC	WILLIAMSON	76537	DZC6572	TX	783
92	GAY JOHNSON	LUBBOCK	79414	FMW2530	TX	651
93	CHARLES CLINTON WHITE	LLANO	78657	FNX1825	TX	888
94	VERONICA MARIE ALFALLA CHRISTOPHER WILFRED WAGNER	WILLIAMSON	78626	FPG0625	TX	800
95	GARY DALE SHANNON	LAMPASAS	76550	FRW0067	TX	1447
96	DIANA FABIOLA MUNOZ	TRAVIS	78617	GCL6844	TX	1452



CTRMA Prohibited Vehicles

97	SHAWN KEITH DILEONARDO	TRAVIS	78653	GDZ1LUH	TX	1428
98	WILLIE RUTH GRIFFIN RONALD NATHANIEL GRIFFIN	TRAVIS	78724	GGW0580	TX	2138
99	ARIAL ROSHUN MASON	TRAVIS	78754	GGY7291	TX	1082
100	IZABELL RAMIREZ	HAYS	78640	GHL6911	TX	1177
101	TERRA MICHELLE PADDOCK	WILLIAMSON	78634	GKH3893	TX	1853
102	GEOFFREY DEE WATSON	TARRANT	76063	GMF9416	TX	1018
103	CRYSTAL LYNN WILSON	WILLIAMSON	78613	GMZ9685	TX	917
104	PAUL EDWARD ESCANDON	BURNET	78654	GWV0883	TX	852
105	FRANK ARISPE JR	HAYS	78610	GYZ1862	TX	1067
106	JOSE ALFREDO RESENDIZ MENDOZA	TRAVIS	78617	GZC0631	TX	1389
107	TEVIN JAMAL WHITE	TRAVIS	78723	HFZ9172	TX	1245
108	STEPHAN GEARRING	TRAVIS	78754	HGB1592	TX	1103
109	BRYAN EDWARD CUNNINGHAM	WILLIAMSON	78641	HHL5667	TX	2210
110	ASHLYN NICOLE CANDELAS	TRAVIS	78747	HKR5542	TX	863
111	ISAI RODRIGUEZ HERNANDEZ	TRAVIS	78758	HLB6758	TX	1031
112	ALICE ANDERSON	WINKLER	79745	HNK1989	TX	1093
113	ASIA M TUCKER	HAYS	78640	HWP7720	TX	1225
114	CHARLES KEVIN HERD	TRAVIS	78753	HWR5883	TX	415
115	WILLIAM LAMAR SCHLEE CARL WILLAM SCHLEE	BRAZOS	77802	HXW2905	TX	813
116	JACINTO GALLEGOS III	TRAVIS	78749	HYB8996	TX	3269
117	ZACHARI CLYDE PARKER	WILLIAMSON	78641	HYX6PH	TX	1265
118	ADRIANNA JEANNE ROBLES	MONTGOMERY	77386	HZV4534	TX	1037
119	PANFILO H. RIVERA CABRERA	TRAVIS	78745	JBP3247	TX	1420
120	CINDY L VALDEZ JAMES VALDEZ	BELL	76559	JCJ0332	TX	693
121	RANDALL C KING	TRAVIS	78723	JDJ7026	TX	1037
122	ANTWAN J WILLIS	BELL	76542	JEC9191	TX	860
123	JEFFERY STANFORD BROWN	WILLIAMSON	78641	JEFFBRO	TX	1398
124	TYAGO ABLI DUNHAM	WILLIAMSON	78634	JGJ1659	TX	922
125	GLENN MICHAEL GAWLIK	TRAVIS	78738	JLJ1356	TX	861
126	THOMAS EIERDAM	WILLIAMSON	78634	JMN0067	TX	810
127	DANIELLE ELYSSA ALDRIDGE	TRAVIS	78753	JNM9459	TX	353
128	LUCILLE JOSEPHINE STRUVE	GUADALUPE	78155	JPX6986	TX	950
129	JEFFREY JOSEPH RAMIREZ LANDRETH DENISE RAMIREZ	HAYS	78610	JRG0693	TX	1306
130	ARI FLEET	WILLIAMSON	66222	JRG1266	KS	1007



CTRMA Prohibited Vehicles

131	ADAN TORRES	BEXAR	78237	JSF4836	TX	1697
132	KENEDI DELGADO	TRAVIS	78660	JSF7335	TX	754
133	YADIRA HERNANDEZ	TRAVIS	78744	JVS6803	TX	951
134	JEWELYNDIA PATTERSON COLEMAN	TRAVIS	78728	JWJ2092	TX	1497
135	JACOB ROSS NEWTON	BROWN	76802	JXL5793	TX	903
136	GABRIEL TONCHE	CALDWELL	78616	JYD6533	TX	815
137	CAROL RODRIGUEZ	TRAVIS	78746	KCS7719	TX	1429
138	TEXAS DEPT OF PUBLIC SAFETY	TRAVIS	78773	KDT2188	TX	934
139	WILLIAM L ROLLO	TRAVIS	78726	KGC3683	TX	866
140	ADAM ALEXANDER ROMANO	TRAVIS	78653	KGK4939	TX	2060
141	PALINDA DESILVA	TRAVIS	78728	KGZ8166	TX	1441
142	ROSALIND ROCHELLE HARRIS	HARRIS	77021	KLB7237	TX	949
143	ELOY JOSE SALAZAR JR	HAYS	78640	KLT2100	TX	1069
144	ZACHARY AVRAM PLEASANT	WILLIAMSON	78681	KLV7913	TX	1084
145	JAYE VERBON STARK	WILLIAMSON	78642	KMJ0023	TX	715
146	MARCUS DYAMI LEE	WILLIAMSON	78613	KNJ6048	TX	860
147	JOHNNY LLAMAS JR JENNIFER MARIE LLAMAS	BASTROP	78621	KNN5633	TX	1714
148	ALEXANDRA CATHLEEN PALBICKI	WILLIAMSON	78665	KNP6786	TX	774
149	FIDEL HUERTA ALVAREZ BEIBE HUERTA ALVAREZ	BASTROP	78602	KSD8099	TX	1018
150	GUADALUPE BLANCO	TRAVIS	78744	KTP9435	TX	1160
151	ANGEL ENRIQUE BRITO FUENTES	TRAVIS	78726	KTS8850	TX	1673
152	AVERY GABRIEL FORTENBERRY SHANE FORTENBERRY	TRAVIS	78754	KTZ7383	TX	1006
153	Christine Westmoreland	WILLIAMSON	78664	KVM9049	TX	1037
154	JOHN ALAN BEARE	WILLIAMSON	78681	KVP4804	TX	854
155	JENNY ANNE HASSMAMN	TRAVIS	78617	KVP7694	TX	851
156	ROCKHARD CONCRETE LLC	TRAVIS	78725	KVS3756	TX	932
157	BRADLEY ALBERT HOPPE	WILLIAMSON	78646	KVS8811	TX	1720
158	CURTIS MAURICE JOHNSON	TRAVIS	78653	KYG9650	TX	1160
159	KR CALVERT CO	TRAVIS	37027	KYV3000	TN	1029
160	BRADY B SMITH	TRAVIS	78750	LBB3651	TX	682
161	IRENE LACRO CAMILLO FRANCISCO PEPITO CAMILLO	TRAVIS	78758	LBB7697	TX	1750
162	CLINTON RUSSELL JACKSON	WILLIAMSON	78613	LCC2607	TX	1129
163	MATTHEW SCOTT FITCH	WILLIAMSON	78642	LDD1088	TX	714
164	ALEXANDRA LEAH GOGGINS TRACY ANN GOGGINS	WILLIAMSON	78641	LDZ5334	TX	913



CTRMA Prohibited Vehicles

165	CARLOS W MARADIAGA-AMAYA	HARRIS	77396	LFL9981	TX	1159
166	LAUREN MICHELLE COLLAZO	WILLIAMSON	78634	LFR0804	TX	890
167	NATHAN MONTGOMERY	TRAVIS	78724	LGJ025	TX	1439
168	HUSSEIN A OUDAH ALRIKABI	TRAVIS	78653	LGV2053	TX	1018
169	TRACY HERNANDEZ	TRAVIS	78744	LGV6846	TX	1433
170	ALICE LUCILLE EXCEEN	WILLIAMSON	78613	LHK8304	TX	1034
171	ISABEL BRIANNA VERA	HAYS	78610	LJZ1764	TX	903
172	RIGOBERTO ROMERO ALAMO	TRAVIS	78758	LJZ2110	TX	399
173	ARTURO ARAUJO RICO	TRAVIS	78724	LJZ4162	TX	1310
174	MICHAEL AUSTIN ROACH	TRAVIS	78653	LKB5317	TX	2000
175	JUAN PINEDO	TRAVIS	78653	LKM0762	TX	2241
176	MYRANDA BURTON	TRAVIS	78660	LLC4785	TX	857
177	JASMINE NICOLE SUTHERLAND BONNIE INEZ SUTHERLAND	HARRIS	77433	LLL5024	TX	892
178	DECEMBER A HOLLADAY	TRAVIS	78745	LMF0567	TX	1728
179	BRENDA Y EWELL SESSION	BELL	76542	LMH9029	TX	1259
180	PAUL W FORD	BASTROP	78602	LML7790	TX	1166
181	ELAINA RAQUEL FOSTER	TRAVIS	78754	LNJ8880	TX	1475
182	DAVID MORALES JIMENEZ	BASTROP	78612	LNK0530	TX	1549
183	MARICELA RAMIREZ	WILLIAMSON	78634	LNK5015	TX	1104
184	ALBERT JOHNSON	MIDLAND	79705	LNW3106	TX	1298
185	CESAR ARNOLD CAZARES	TRAVIS	78744	LRJ0452	TX	849
186	DONTRELL LEMEK CLEMONS	TRAVIS	78758	LRJ0679	TX	1746
187	TOMMY CLAUDE DERRINGTON	HAYS	78640	LRJ2716	TX	889
188	NEW BERN TRANSPORT CORPORATION	TRAVIS	78754	LRJ5043	TX	404
189	MARK THADDEUS TAPLETTE II	TRAVIS	77845	LRT1303	TX	1326
190	ERLINDA MUNOZ SANDOVAL	CALDWELL	78655	LTY3485	TX	1997
191	KAYLA MARIE SAUCEDO	WILLIAMSON	78641	LVK5158	TX	928
192	ROBERT DWAYNE LOVE CHARLES ROBERT HULAN	WILLIAMSON	78626	LVL1234	TX	1608
193	ANDRE RASHAAD MARTIN	TRAVIS	78704	LVL6426	TX	1101
194	TRANSCO LIVERY SERVICES INC	TRAVIS	78725	LVL8745	TX	981
195	ANNA-LEIGH GABRIELLA STRONG	WILLIAMSON	78613	LVM1499	TX	1067
196	DENNIS MICHAEL TAYLOR KYLE JAMES TAYLOR	WILLIAMSON	78717	LVM2215	TX	893
197	JACOB STEVEN MCCARTY	GRIMES	77861	LVW7174	TX	1146
198	JARED M OWSLEY	WILLIAMSON	78641	LVZ7135	TX	900



CTRMA Prohibited Vehicles

199	JODI RAE PHILLIPS	TRAVIS	78739	LXF5612	TX	622
200	JANNETH YAMALY DIAZ	TRAVIS	78721	LXF6762	TX	1930
201	OLGA GUZMAN CASTILLO	LUBBOCK	79416	LZG7820	TX	1253
202	DEAN MICHAEL MATURELE MAYETA	TRAVIS	78744	LZR3398	TX	989
203	KARLA SOTELO AGOSTO	TRAVIS	78653	MDN9439	TX	1524
204	MEOSHA LATRICE MILLIGAN MONTAVIA XYBRIELL JAMES	TRAVIS	78653	MHC3130	TX	1152
205	DIAMOND K WILLIAMS GEORGIA JOYCE HURLEY	WILLIAMSON	78664	MHC6629	TX	1169
206	SAMUEL DE LA ROSA VEGA	TRAVIS	78721	MKD7485	TX	1175
207	VONDELL LEVINE HARGROVE JR	HAYS	78640	MKV5059	TX	1361
208	JACKLYN AGADO	WILLIAMSON	78641	MKW0532	TX	838
209	JOSE CARLOS ROJAS VALENZUELA	HIDALGO	78599	MND3413	TX	509
210	MARIA ISABEL GARDUZA MUNOZ	TRAVIS	78724	MNH9683	TX	1261
211	MELISSA ANN BROWN DANIEL NOBLES BROWN	WILLIAMSON	78626	MNP4591	TX	1071
212	MARCI DANETTE REVES	WILLIAMSON	78641	MNP5060	TX	948
213	KELLY ANN LUX	TRAVIS	78755	MNZ1575	TX	1262
214	JOHNNY HERNANDEZ RAMOS	TRAVIS	75087	MRH9909	TX	999
215	CIARA DANAE OROSCO THOMAS PATRICK MALDONADO JR	TRAVIS	78752	MSF0706	TX	940
216	EVERETT RICHARD BROWN	TRAVIS	78758	MSF4899	TX	851
217	CYNTHIA HILL JOHNSON	BURNET	78608	MTX2861	TX	856
218	CRISTI LEIGH REBECEK	TRAVIS	78758	MTY8589	TX	1047
219	HAROLD'S USED CARS & PARTS	BURNET	78608	MVT3573	TX	617
220	ANDREA CLARICE VAZQUEZ	BASTROP	78621	MWW4235	TX	1049
221	RUEBEN CONTRERAS	HAYS	78640	MXX3451	TX	890
222	JAIME CARDENAS	BEXAR	78255	MYC7469	TX	361
223	YASHIRA R PEARSON	WILLIAMSON	78664	MZD2643	TX	1604
224	TATUM DERLICE MORRISON DERLICE SPEER HUGHES	LAMPASAS	76539	MZL7294	TX	880
225	PATRICIA RENEE JOHNSON	TRAVIS	78653	MZL7649	TX	1340
226	KELLEN JEAN MCDONOUGH	BELL	76541	MZS6914	TX	1028
227	JNJ LOGISTICS	WILLIAMSON	38141	N1537HY	TN	272
228	SARA MARIE RILEY	WILLIAMSON	78729	NBN3635	TX	985
229	JEANETTE ELIZABETH POOLE	WILLIAMSON	78664	NBN6377	TX	886
230	CHARLES BRANDON PARKER	POLK	77351	NCC7390	TX	900
231	CURTIS RAY POLLEY SANDRA ANN POLLEY	WILLIAMSON	78634	NCD8259	TX	288
232	STANLEY HOLT	TRAVIS	78653	NCF6662	TX	983



CTRMA Prohibited Vehicles

233	SHARREL PRINCE	TRAVIS	78723	NCF7684	TX	1210
234	BERTOLDINO MEDINA MARTINEZ	TRAVIS	78735	NDC5276	TX	751
235	EDDIE DEWAYNE MILLEGAN PAULA UYVONNE MILLEGAN	BASTROP	78612	NDP4431	TX	1082
236	JUAN MIGUEL PACHECO	TRAVIS	78715	NDP7392	TX	910
237	JENNIFER LEAH O'DANIEL	WILLIAMSON	78613	NDY6908	TX	515
238	MICHAEL REESE FLORENCE AMIE NICHOLE BIERY-CHEATHAM	WILLIAMSON	78641	NFW6090	TX	1479
239	TREVON WAYNE MONKS	BURNET	78605	NFW9240	TX	975
240	JACQUELINE IGLESIAS JAVIER IGLESIAS GOMEZ	WILLIAMSON	78613	NGB9840	TX	1157
241	Tatum Fowler	WILLIAMSON	78613	NGG6383	TX	1249
242	BERTIN AGUILAR MARTINEZ	BASTROP	78612	NGG6494	TX	478
243	MELISSA MCNEIL	CORYELL	76522	NGL1913	TX	768
244	JOSE LUIS LOPEZ	BASTROP	78602	NGL8132	TX	828
245	ISAIAH DEWAYNE DUNBAR	LEE	77853	NGY1702	TX	1072
246	NICOLE RENEE KILPATRICK	DIMITT	78827	NJL1165	TX	1471
247	JUAN CARLOS SANCHEZ REYES	HAYS	78640	NKG5498	TX	790
248	DAVID FERNANDO CRUZ	HARRIS	77073	NKM0144	TX	994
249	ARTEMIO PADRON	HARRIS	77449	NKM2047	TX	876
250	ADRIAN SMITH	TRAVIS	78725	NKY8811	TX	866
251	CARLOS ROBERTO PADILLA BARRERA	TRAVIS	78652	NKY9902	TX	1038
252	MADISON ELIZABETH L BEDFORD	TRAVIS	78724	NLH6389	TX	468
253	MURAT SAHIN AYNUR SAHIN	WILLIAMSON	78613	NLJ5224	TX	1235
254	HAO VINH TRUONG	TRAVIS	78754	NLJ5275	TX	1190
255	MICHAEL ANTHONY ORANDAY	TRAVIS	78723	NLJ6697	TX	1268
256	MICHAEL ANTHONY HERNANDEZ	TRAVIS	78727	NLK9825	TX	1324
257	JUAN HERNANDEZ MONTOYA	CALDWELL	78616	NLV1286	TX	495
258	MARIA ISABEL LEOS	WILLIAMSON	78641	NLV3869	TX	1903
259	SIPRIAN EDUARDO JUAREZ NARVAEZ	ECTOR	79764	NMD5867	TX	890
260	TYRONE WILLIAMS	WILLIAMSON	70501	NMK6191	LA	1302
261	GARDNER TELECOMMUNICATIONS LLC	DALLAS	75149	NMY3564	TX	469
262	JOSE A CORRALES-LOZOYA	DALLAS	75060	NMY6473	TX	825
263	RYAN KIM BROWN	TRAVIS	78727	NNC2525	TX	1099
264	MICHEAL JAMES JOHNSON	TRAVIS	78748	NND9430	TX	1038
265	JOSE LUIS VELAZQUEZ GALLERGOS	TRAVIS	78660	NNG1164	TX	851
266	BRUCE WILLIAMS	COMAL	78132	NNG5073	TX	949



CTRMA Prohibited Vehicles

267	LAWRENCE JOSEPH TROTT	TRAVIS	78752	NNG8443	TX	1468
268	NEKEVIA LA SHONA REESE	TRAVIS	78753	NNL4858	TX	2079
269	PANTOJA CONSTRUCTION SERVICES, LLC, DBA PCS	BURNET	78654	NNL6147	TX	388
270	JOSE MANUEL ELIAS LOPEZ	TRAVIS	78653	NNM5841	TX	882
271	AMANDA NICHOLE MCCLINTON	TRAVIS	78745	NNM6860	TX	1366
272	KENDRA SIMONE MOSSON	BELL	76542	NPJ5653	TX	887
273	MARCI AUDREY DAVENPORT	WILLIAMSON	78641	NPY5764	TX	1129
274	ROBERT E MOORE	WILLIAMSON	78641	NRL2057	TX	1719
275	LASHAWNDA ANDREA WRIGHT	WILLIAMSON	78641	NRL9011	TX	962
276	JONATHAN ANDREW SANCHEZ JUAN EDUARDO SANCHEZ	WILLIAMSON	78613	NRV8091	TX	1233
277	AUDREY ROSEANNE GIDDENS CHRISTOPHER JOHN GIDDENS	WILLIAMSON	78613	NRZ1056	TX	783
278	ALEXANDRA ISABEL GARCIA	WILLIAMSON	78681	NRZ4506	TX	872
279	WILLIAM SCOTT UTTERBACK	WILLIAMSON	78729	NSJ8102	TX	612
280	ISIDRO FIGUEROA-DENOVA IFIG LLC	BASTROP	78612	NSL3379	TX	2029
281	DAVID WILLIAM PIERCE	BASTROP	78602	NTK9854	TX	821
282	A&L CONCRETE LLC	BASTROP	78602	NTM4673	TX	724
283	DAVID WAYNE SCROGGS BUFFIE DANN SCROGGS	ANDERSON	75801	NTY0529	TX	1114
284	JASMINE ALEXIS CHAPPELLE	WILLIAMSON	78681	NTZ2707	TX	1317
285	ANGELA KRISTA STOKES KALEB ESTRADA HERNANDEZ	KENDALL	78013	NTZ4098	TX	1474
286	KYLE LYNN TERRY EMILY RHAEE TERRY	WILLIAMSON	78641	NVW2932	TX	1409
287	BIANCA LASHAE MCNABB	BEXAR	78240	NVX2174	TX	976
288	MAXIMILIANO HERNANDEZ	CALDWELL	78616	NVX3250	TX	413
289	JOELLE HITZ	WILLIAMSON	78641	NVX9338	TX	921
290	OLAKUNLE ABIMBOLA FASAKIN	FORT BEND	77494	NWM3440	TX	976
291	HANNAH C ATKINSON	BELL	76549	NWV2257	TX	1004
292	JEROME ERIC RILEY II BRIANNA LASHUN THOMAS	TRAVIS	78728	NWV6380	TX	1164
293	SOPHIA JOY LEAR	WILLIAMSON	78641	NWZ2006	TX	1228
294	Aelissa N Span	TRAVIS	78653	NXL7012	TX	1872
295	ETHAN BOND	TRAVIS	78734	NXM4306	TX	1051
296	PRESTIGE GUNITE OF SOUTH TEXAS LP	TRAVIS	76644	NXS3716	TX	345
297	ERIN NICOLE BERLIN	WILLIAMSON	78641	NYL1227	TX	758
298	CHERYL W YANCY	TRAVIS	78728	NYZ6128	TX	1374
299	JONATHAN ROSENDO RUIZ	TRAVIS	78741	NYZ6178	TX	1014
300	GRACE ANNE ARCHULETA	TRAVIS	78719	NYZ9239	TX	1000



CTRMA Prohibited Vehicles

301	BRANDON DEMONT MILLER	TRAVIS	78721	NYZ9318	TX	1014
302	LUCINA LEDEZMA	TRAVIS	78752	NYZ9619	TX	1206
303	CARLOS ALBERTO CARDONA CARLOS ALBERTO CARDONA JR	WILLIAMSON	78642	NZB3588	TX	1325
304	NANCY LYNN ALLEN JUAN JOSE PINEDA	TRAVIS	46208	NZB8889	IN	1366
305	ALLEGIANCE CAPITAL LLC	WILLIAMSON	32967	PAM6410	FL	318
306	INDEPENDNT DIVERSIFIED TRANS INC	WILLIAMSON	55437	PAM7746	MN	358
307	A&L CONCRETE LLC	BASTROP	78602	PBR1188	TX	648
308	JOSE S MORALES TEXAN PAVING LL C	TRAVIS	78653	PCB0931	TX	490
309	OSCAR LUIS JIMENEZ GARCIA	TRAVIS	78723	PCC0205	TX	2326
310	DAVID JOHN DOUGLAS	TRAVIS	78723	PCC3814	TX	878
311	JOHN DAVID BRANDENBURG	MONTGOMERY	77372	PCK9368	TX	1731
312	PABLO MARTINEZ JAIMES	TRAVIS	78617	PDH5649	TX	322
313	BRAYDEN MICHAEL RUIZ	SAN PATRICIO	78362	PFC5510	TX	1062
314	LAWSON TYLER BENNETT	TRAVIS	78653	PFP8280	TX	1328
315	HENRY ANGEL LEMUS	GUADALUPE	78155	PFR0037	TX	1012
316	ROSALIE SARAH DOMINGUEZ CHRISTOPHER MICHAEL PERRY	WILLIAMSON	78641	PFR1307	TX	1284
317	RICKY GILBERT CANALES JR	WILLIAMSON	78681	PGF5953	TX	1170
318	E&S SERVICES LLC ERIKA IBARRA	LLANO	78609	PGL4064	TX	756
319	BRET WILLIAM WAGNER	WILLIAMSON	78628	PGW3347	TX	430
320	MIRANDA RENAE MUNOZ CHRISTOPHER WAYNE LITTLE II	TOM GREEN	76903	PGW5389	TX	1142
321	ANIKA NORA DEVAUGHN	TRAVIS	78660	PJK6872	TX	874
322	JASMINE ANTOINETTE STEVENS	WILLIAMSON	78628	PJK7645	TX	993
323	NOUREDDINE CHIAT	TRAVIS	78727	PJK9383	TX	980
324	MARIA FRANCISCA PERRINE CHRISTOPHER DON BROOKS	BEXAR	78220	PJL0945	TX	827
325	JANDI MARIE JONES	WILLIAMSON	78641	PJL1094	TX	1302
326	MARIA NATALIA SOSA AMAYA	TRAVIS	78753	PJL4760	TX	1277
327	JONOTHAN RAY PEREZ	WILLIAMSON	78634	PJL8658	TX	1039
328	MURTAZA HYDER SYED	TRAVIS	78702	PJL9024	TX	986
329	LYNDSEY REBECCA RODRIGUEZ	TRAVIS	78747	PJL9106	TX	1195
330	BRIANA KRISTINE FRANKLIN	WILLIAMSON	78641	PKB3689	TX	983
331	RAFAEL G GUERRERO	TRAVIS	78753	PKW7943	TX	1082
332	FRAY MARTIN GONZALEZ ENRIQUE	BEXAR	78250	PKY7478	TX	888
333	LUCAS CHASE WARD	WILLIAMSON	78641	PKZ5420	TX	774
334	SIERRA MICHELLE EPPERSON	WILLIAMSON	78613	PKZ7776	TX	862



CTRMA Prohibited Vehicles

335	KEITH ALAN HUGGINS SIOBHAN NICOLE HUGGINS	WILLIAMSON	78641	PKZ9526	TX	1850
336	CRYSTAL LEE SOLANO THEODORE SOLANO III	BEXAR	78002	PLB3752	TX	832
337	MORGAN NICOLE MOSES	WILLIAMSON	78641	PLN0642	TX	829
338	JO POWELL MCBRIDE VICTORIA LATANYA MCBRIDE	WALKER	77358	PLN7839	TX	911
339	AVA BRENNAN MCCOY	WILLIAMSON	78641	PLS9723	TX	752
340	SHANNON CARRIGAN RAMIREZ ASHLEIGH FAITH RAMIREZ	WILLIAMSON	78641	PLT0522	TX	703
341	J SANTOS IBARRA UBALDO IVAN VAZQUEZ	WILLIAMSON	78641	PLT0679	TX	1264
342	JOSE LUIS PEREZ	TRAVIS	78736	PLV9486	TX	2015
343	AUDREA DESHAE CARTER	TRAVIS	78744	PLW2645	TX	990
344	JOSE GILBERTO ARGUETA HERNANDEZ	BASTROP	78612	PLW7204	TX	564
345	RAUL GONZALEZ YALIENA CHAVECO	TRAVIS	78660	PLW7462	TX	945
346	MAIMIE ANTOINETTE HOOTSELL ANGELIA HOOTSELL	TRAVIS	78758	PLW7481	TX	1121
347	ANDY HERNANDEZ PAMELA JEAN HAWKINS	HAYS	78666	PLW8767	TX	836
348	DOMINIQUE MYCHAL ALSTON	TRAVIS	78724	PLX1099	TX	1295
349	GIOVANNI CAJBON POP	BASTROP	78612	PLX2704	TX	755
350	CLS UTILITIES INC	TRAVIS	78721	PLX3863	TX	972
351	JORGE LUIS MUNIZ LEIJA	LAVACA	77975	PLX5398	TX	906
352	COLIN BARRETT WILLIAMS	BEXAR	78109	PMR7054	TX	1012
353	TRISTAN EDWARD BONILLA	HARRIS	77057	PMY0787	TX	772
354	TOMMIE MICHELLE CHRISTMAN BARRY ALLEN CHRISTMAN	MILAM	76556	PNB6840	TX	992
355	Mariana McGilvra	CALDWELL	78644	PNN9432	TX	479
356	AUDREY MARGARET RODRIGUEZ KASSANDRA LEANN CASTILLO	TRAVIS	78752	PPC9569	TX	1342
357	CVT EXCAVATION	WILLIAMSON	78613	PPF4060	TX	413
358	SEAN PATRICK CLAY	WILLIAMSON	78681	PPF7740	TX	489
359	ANTHONY DYLAN TORRES	TRAVIS	78748	PPG1123	TX	1647
360	JONATHAN PATRICK CAIN CATARINA DIANE CORTES	TRAVIS	78752	PPG4929	TX	1166
361	TIANA NICOLE BROWN	TRAVIS	78724	PPG5412	TX	1154
362	EMMANUEL CASTRO RAMIREZ	WILLIAMSON	76574	PPG5833	TX	393
363	TRINA LAVONNE ROBINSON	TRAVIS	78660	PPG6126	TX	851
364	ARIANA SANCHEZ SALAS JOVANY MORALES REYES	TRAVIS	78660	PPG6596	TX	1044
365	HERNAN MORALES-DEL RIO	CALDWELL	78644	PPG6598	TX	940
366	E&S SERVICES LLC ERIKA IBARRA	LLANO	78609	PPG6805	TX	836
367	JESUS EDUARDO DELGADO	TRAVIS	78752	PPM2479	TX	1031
368	JIMMIE WENDELL ANDERSON JR	WILLIAMSON	78664	PPM9169	TX	1245



CTRMA Prohibited Vehicles

369	DAVID JAMES TOLE	TRAVIS	78735	PRP7223	TX	781
370	ANGEL ARRIAGA	BELL	76501	PRR5401	TX	831
371	EMILY LAVANA SCHWINDT ANDREW RAY SCHWINDT	WILLIAMSON	78641	PSD3702	TX	806
372	KATIE NICOLE ZEMBO	WILLIAMSON	78613	PSK5795	TX	836
373	LYNDSEY BROOKE THOMPSON	WILLIAMSON	78717	PSK6092	TX	805
374	LESLIE DANIELA RODRIGUEZ DUENAS	TRAVIS	78744	PSK7495	TX	2127
375	DAMION EARLS BANKS KEANNA ALICE ROZELL GRIFFIN	TRAVIS	78745	PSL0641	TX	1458
376	ANDREW GORDON POAG	TRAVIS	78748	PSL1471	TX	521
377	ELIZABETH OBANDO	TRAVIS	78741	PSL2955	TX	928
378	CHRISTOPHER DALE HUFFMAN	TRAVIS	78660	PSL7991	TX	888
379	LOUIS ARTHUR ROTH	WILLIAMSON	78642	PSL8269	TX	2056
380	MARCELINO RODRIGUEZ ARANO	TRAVIS	78653	PSL9797	TX	1440
381	CAMBRIE RAHWA FELDMAN	TRAVIS	78617	PSM0474	TX	1115
382	NOLAN MICHAEL BAYER	BASTROP	78612	PSM0781	TX	1219
383	TARA CERNOCH CHARLES CERNOCH	COLORADO	78962	PSN9117	TX	247
384	MUHAMMAD RAZA QADRI	HAYS	78666	PST3018	TX	1230
385	CATHERINE POWELL	TRAVIS	78660	PSW2225	TX	441
386	DEZAREA TORRES	TRAVIS	78702	PTH2713	TX	1616
387	PARIS BOLIVIA RATHEL GADDIS SHELBURN RATHEL III	WILLIAMSON	78628	PTH2998	TX	889
388	VALERIE F LIEBERSBACH	TRAVIS	78753	PTH5228	TX	833
389	LEONARD ARAMID VAZQUEZ RAMOS	WILLIAMSON	78641	PTH6600	TX	1081
390	TOBY LEE TUCKER	WILLIAMSON	78642	PTH7158	TX	868
391	DANIEL BRAVO PINA	TRAVIS	78744	PTN2139	TX	864
392	REBEKAH RAMIREZ	TRAVIS	78745	PTN3571	TX	1637
393	JOE ESCOBAR	TRAVIS	78653	PTN3605	TX	1175
394	HELDER DE JESUS LOPEZ ROMERO	HAYS	78610	PTN4308	TX	961
395	VIRGILIO ALVARADO BONILLA	TRAVIS	78758	PTN8455	TX	920
396	DONOVAN LAMAR RITTER	WILLIAMSON	78641	PTR5819	TX	1290
397	CLAUDIA ALICIA LOPEZ JOSE C LOPEZ SANCHEZ	WILLIAMSON	78717	PTY2043	TX	1014
398	HEIDI GABRIELLE HERNANDEZ	TRAVIS	78753	PTY2336	TX	1057
399	TYLER ALAN CIARLANTI BILLIE RAYANNA SCOTT	WILLIAMSON	94582	PTY2562	CA	801
400	BECKY DAWN KOCH	WILLIAMSON	78641	PTY3369	TX	922
401	CHELSEA/JOSHUA RAYMIE	BASTROP	78621	PVF9579	TX	1498
402	TEXAS TREE PROS LLC	MIDLAND	79701	PVH6367	TX	607



CTRMA Prohibited Vehicles

403	CRISTHIAN JESUS MARTIN MUNOZ	BELL	76540	PVN1084	TX	858
404	NIKIA RENEE CUNNINGHAM	BELL	76543	PVN8129	TX	1012
405	TIHIRA RENEE HOUSE	TRAVIS	78724	PVN9271	TX	1007
406	ZACHARY JOHN TEDTAOTAO	WILLIAMSON	78641	PVP1222	TX	748
407	JOEL OWENS RICKS STEPHANIE MICHELE RICKS	BELL	76542	PVP1711	TX	861
408	CHANCE ISRAEL JOSIAH JEFFERY	WILLIAMSON	78641	PVS3719	TX	964
409	LEAH DENISE SPIERS	MILAM	76577	PVS4456	TX	979
410	ELIASAR HILARIO CERDA III	CALDWELL	78616	PVZ7842	TX	1811
411	ANDY STEVEN GONZALES ALEXANDRIA H JUAREZ	WILLIAMSON	78681	PVZ8161	TX	436
412	DIANA MICHELLE IBARRA VARELA	TRAVIS	78741	PVZ9175	TX	1188
413	BRODY LOGAN BANISTER VIKTORIA SIMONE BANISTER	TRAVIS	78744	PWB2096	TX	1212
414	LIZETTE RAMOS	TRAVIS	78744	PWB2107	TX	988
415	FIONA BROWN	TRAVIS	78758	PWB2176	TX	1310
416	DESTINY LYONS MADISON LYONS	TRAVIS	78725	PWB3122	TX	1305
417	BOBBIE RAE PERIUS DEANNA PERIUS	BELL	76513	PWB3179	TX	1223
418	AVERON JOHN GLASCO ALKEISHA BLACK	TRAVIS	78723	PWB3914	TX	1225
419	DAVID MALCOLM FAJARDO	TRAVIS	78745	PWB4987	TX	1283
420	CALVINESHA HARVEY	TRAVIS	78726	PWB5411	TX	2451
421	JOSE ARMANDO ARREDONDO PEREZ	TRAVIS	78744	PWB5922	TX	1007
422	JOSHUA BRANDON MINTS	TRAVIS	78617	PWB6002	TX	1385
423	AKELA ADAMS	TRAVIS	78745	PWB6060	TX	1402
424	SHANON FRANKLIN	TRAVIS	78724	PWB6062	TX	996
425	JUAN HERNANDEZ	TRAVIS	78702	PWB6102	TX	585
426	URELL JENNINGS EMILY ALEXANDER	TRAVIS	78721	PWB6499	TX	1181
427	MARIE WHITE	TRAVIS	78727	PWB6718	TX	1055
428	PERLA ELIZABETH PEREZ-GAMEZ	TRAVIS	78758	PWB6806	TX	1400
429	ANGELA BOLDS	TRAVIS	78724	PWB7246	TX	1277
430	TERRI GREER TYRELL ROBINSON	CORYELL	76522	PWB7345	TX	1339
431	NEREYDA RODRIGUEZ-HERNANDEZ	TRAVIS	78617	PWB7437	TX	1291
432	KRISTAL LOPEZ	TRAVIS	78660	PWB7478	TX	1147
433	ANGEL RIVERA PEREZ	TRAVIS	78724	PWB7561	TX	828
434	COLBY RYAN GREEN	TRAVIS	78727	PWB8098	TX	465
435	CHRISTOPHER SCOTT CZICHOS	WILLIAMSON	78729	PWF1049	TX	844
436	MIKO SHAWON BERNSTINE	TRAVIS	78753	PWF4455	TX	989



CTRMA Prohibited Vehicles

437	DAWN MARLENE SPANN	WILLIAMSON	78641	PWF5086	TX	860
438	DERREK ANTHONY LUKE	WILLIAMSON	78641	PWF5567	TX	1011
439	JULIO ALVARADO PEREZ SIERRA SALINAS	TRAVIS	78784	PWF7709	TX	665
440	REGINALD PHILIP CURRY	WILLIAMSON	78641	PWJ1449	TX	1339
441	CHRISTOPHER GABRIEL GARZA	HIDALGO	78537	PWN0687	TX	1013
442	NAHIN ANDRES COLON CASTILLO	TRAVIS	78744	PWT7774	TX	1127
443	NICASIO G PINA MARTINEZ	TRAVIS	78724	PXK3246	TX	1010
444	MINERVA RUIZ VELA	MCLENNAN	76640	PXY9894	TX	685
445	LARA BRENNAN MCCOY	WILLIAMSON	78641	PYB5685	TX	1000
446	ZAILY OLIVA LIMA	TRAVIS	78754	PYB5948	TX	1203
447	MICHELE ANNETTE SIEBERT	WILLIAMSON	78634	PYB6734	TX	994
448	ANH THI HOAI TRAN	TRAVIS	78703	PYB8649	TX	1075
449	SABRINA GABRIELLE FAW	WILLIAMSON	78634	PYB8787	TX	966
450	BRIANNA CHARLENE DEHART	WILLIAMSON	78641	PYB9036	TX	1068
451	ALEX JUNIOR ROBINSON	TRAVIS	78660	PYK7240	TX	1063
452	BRYAN PAUL SIMON-DIAZ	WILLIAMSON	78641	PYL2990	TX	1016
453	MARK ANTHONY WARDLOW	COLEMAN	76834	PYM3628	TX	788
454	ASHTON C HOLLOMAN FRANK B TOMS	BURNET	78611	PYM3770	TX	970
455	TYEISHA TASHAY SIBLEY	TRAVIS	78402	PYZ2448	TX	1564
456	ANGELICA VARGAS GARCIA	WILLIAMSON	76578	PYZ8192	TX	395
457	JEREMY PAUL JANDREAU	TRAVIS	78653	PYZ8815	TX	1264
458	KEVIN MARSHALL	TRAVIS	78745	PYZ8921	TX	575
459	TIMOTHY SCOTT	TRAVIS	78660	PZB0333	TX	1148
460	JASON COLE	TRAVIS	78754	PZB1066	TX	877
461	ANTOINE ELIGAHAJUAN ALLISON	TRAVIS	78753	PZB2482	TX	961
462	MARIO FITZGERALD HESTER JR	WILLIAMSON	78634	PZB2851	TX	970
463	MICHELLE MARIE RODRIGUEZ	TRAVIS	78762	PZB4238	TX	1177
464	ARTHUR WILLIAMS IV	WILLIAMSON	78642	PZB7037	TX	931
465	MYLENA DANA RIVERA	TRAVIS	78702	PZB8078	TX	1244
466	NIEVES DONATILA BURNS DONALD FRANCIS BURNS JR	TRAVIS	78749	PZC5274	TX	1375
467	MARTA VALLE MICHELL	WILLIAMSON	78641	PZG5454	TX	1080
468	SUNNY DAYS TRANSPORT LLC	WILLIAMSON	78628	PZH7478	TX	461
469	LUCITA GUADALUPE RATCLIFF	TRAVIS	78744	PZP3167	TX	1642
470	KAYLA JAMISE AUGUSTUS	TRAVIS	78617	PZP3487	TX	1029



CTRMA Prohibited Vehicles

471	TEXAS STATE UTILITIES INC	TARRANT	76140	PZV9620	TX	706
472	TEXAS STATE UTILITIES INC	TARRANT	76140	PZV9622	TX	721
473	LUIS GALLEGOS	WILLIAMSON	78641	PZZ3935	TX	971
474	DIONNE LENE ROSS	WILLIAMSON	78641	PZZ9589	TX	904
475	CAMIKA T MCCRAY	TRAVIS	29115	QXP617	SC	858
476	DIONICIO DANIEL DURAN	EL PASO	79903	R301713	TX	316
477	FLAWLESS LEASING LLC	WILLIAMSON	76527	R437761	TX	255
478	LOADX LOGISTICS LLC	WILLIAMSON	76537	R478741	TX	350
479	CHRISTOPHER HOUSTON	TRAVIS	78653	R514137	TX	605
480	NEW BERN TRANSPORT CORPORATION	WILLIAMSON	53718	R547168	WI	296
481	NEW BERN TRANSPORT CORPORATION	WILLIAMSON	53718	R547171	WI	304
482	PACCAR FINANCIAL CORP	DENTON	75029	R554631	TX	408
483	PACCAR FINANCIAL CORP	DENTON	75029	R554636	TX	226
484	PACCAR FINANCIAL CORP	DENTON	75029	R554653	TX	413
485	TRISTAN RAPHAEL SUGG	WILLIAMSON	78641	RBB1579	TX	883
486	DANIELLE RAE SHARP	WILLIAMSON	78613	RBB1820	TX	1025
487	AISHA LEDAWN CYPHERS	TRAVIS	78752	RBB2493	TX	1723
488	RACHEL EVELYN JAMES	WILLIAMSON	78681	RBB3787	TX	906
489	GABRIEL GUTIERREZ FRANCO	WILLIAMSON	76574	RBB4632	TX	989
490	ALI-YON TIANA MARIE WIMBERLY	TRAVIS	78732	RBD4091	TX	1457
491	KALEB LYNNE WESTFALL BRADLEY LYNNE WESTFALL	WILLIAMSON	78633	RBD4573	TX	800
492	MATTHEW DAVID GONZALEZ	WILLIAMSON	78613	RBN6251	TX	1265
493	PATRICIA JEAN RUDE	WILLIAMSON	78642	RBN6526	TX	843
494	CLAYTON DALE LEATHERWOOD	TRAVIS	78653	RBN7342	TX	1081
495	KATELYN ELAINE BOSWELL ELISHA D JEFFERY	WILLIAMSON	78641	RBN7509	TX	904
496	JASON LEE SMITH	TRAVIS	78714	RBR2731	TX	1433
497	JON MICHAEL COLLINS AMBER GAYLE COLLINS	WILLIAMSON	78681	RBV4846	TX	1582
498	TERREL LAROY LOWE	TRAVIS	78653	RBV4908	TX	1148
499	TINA JEAN FLYNN	WILLIAMSON	78613	RBV4956	TX	1021
500	ANA VICTORIA RODRIGUEZ	TRAVIS	78744	RBV5023	TX	1081
501	ROBBIE G JUAREZ	TRAVIS	78744	RBV5566	TX	1434
502	ADBEEL MIBSAN ENAMORADO CASTELLANOS	WILLIAMSON	78613	RBV5570	TX	1048
503	EDWIN GIOVANNI PEREZ	TRAVIS	78723	RBV6036	TX	1242
504	ROEL ROMAN PENA NADINE REYES CARPENTIER	WILLIAMSON	78641	RBV6186	TX	827



CTRMA Prohibited Vehicles

505	JOSE ELBERTO TREVINO JR	TRAVIS	78727	RBV8268	TX	995
506	CHRISTIAN ALEXANDER REDRICK	TRAVIS	78724	RBV9319	TX	1261
507	JHON HENRY CHACIN GOMEZ	WILLIAMSON	78717	RBW0522	TX	1250
508	DAVID ANSON THORPE	TRAVIS	78728	RBW1568	TX	359
509	KRISTOPHER JARROD SIMON	TRAVIS	78617	RBW1918	TX	996
510	ABELARDO GOMEZ LOPEZ	TRAVIS	78744	RBW2164	TX	1974
511	BARRON CHARLES PENSON JR	TRAVIS	78741	RBW2557	TX	921
512	TIFHANY MCCALISTER	TRAVIS	78759	RBW2579	TX	1384
513	CARLOS FERNANDO RODRIGUEZ CARDONA	WILLIAMSON	78641	RBW4695	TX	841
514	OSCAR ARMANDO PEREZ	TRAVIS	78744	RBW4700	TX	965
515	PAYTEN DONOVAN LEROY	BURNET	78611	RBW5197	TX	1444
516	DAVID LEE HOUSTON	TRAVIS	78653	RBW5207	TX	1390
517	KRISTI RIVERA	TRAVIS	78741	RBW5275	TX	1252
518	FELIPE BANUELOS LIZARRAGA	TRAVIS	78617	RBW5515	TX	868
519	FERNANDO MONDRAGON MORALES	TRAVIS	78724	RBW5795	TX	1106
520	CHRISTOPHER REY GARZA	WILLIAMSON	76574	RBW6089	TX	1207
521	GREGORY KENNETH DUKES	WILLIAMSON	78634	RBW8099	TX	1094
522	DANIEL LEAL	TRAVIS	78660	RBW8976	TX	385
523	DON RANDALL MASSEY	WILLIAMSON	78613	RBW9080	TX	957
524	JAYSON TYLER MOORE JR	TRAVIS	78724	RBW9530	TX	960
525	LENA PLEASANT	TRAVIS	78653	RBX0799	TX	1839
526	JENNIFER MARIE MATA	TRAVIS	78653	RBX1245	TX	2016
527	CHRISTINA RENEE NUNEZ	TRAVIS	78617	RBX1278	TX	443
528	YOSHIA DIONNE YOUMAN	WILLIAMSON	78613	RBX2029	TX	1240
529	MARY JANE OLIVIO	TRAVIS	78704	RBX2334	TX	1025
530	ALEXANDER JOHANE MOLIERI	TRAVIS	78617	RBX2480	TX	1175
531	CHARLETT RENA JONES	TRAVIS	78724	RBX2688	TX	1749
532	DAISY LIGUES GUERRERO	TRAVIS	78724	RBX2689	TX	1049
533	LUCIO LUNA VALLEJO	TRAVIS	78617	RBX3175	TX	709
534	DE ANNA MARA THOMPSON	TRAVIS	78702	RBX3499	TX	1151
535	SAEED HEZAM ALMALKI	WILLIAMSON	78641	RBX3561	TX	1195
536	CAMBYL MARIE COTTRELL	WILLIAMSON	78729	RBX3659	TX	1074
537	JOSE JESUS DIAZ	TRAVIS	78754	RBX5130	TX	559
538	MARIA DEL CARMEN SIFUENTES MORENO	BASTROP	78612	RBX5297	TX	1200



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

539	ANDREA MARIA PALLADINO	WILLIAMSON	78641	RBZ0083	TX	865
540	COLTON JAMES BLAIR	WILLIAMSON	78641	RBZ6486	TX	1394
541	COREY ONEAL HARGROVE	BELL	76542	RCC3690	TX	896
542	SHANEKIA DENISE BIVINS	WILLIAMSON	78641	RCC4566	TX	1291
543	CRAIG EVERETT POPE	WILLIAMSON	78641	RCC5808	TX	1298
544	LEEANN KRISTA FRIEMOTH THOMAS JOHN FRIEMOTH	WILLIAMSON	78628	RCD3753	TX	1696
545	DANNY BRYAN CUMMINGS	TRAVIS	78645	RCH4091	TX	896
546	RHETT ANTHONY VELLIER	BASTROP	78957	RCH4816	TX	355
547	KELSEY MORGAN CATES	BELL	76548	RCM3860	TX	2745
548	ASHIA WALKER	WILLIAMSON	78613	RCM4556	TX	1291
549	BIANCA GARCIA GEIB	WILLIAMSON	78641	RCM4572	TX	924
550	KAREN OJEA CUEVAS	WILLIAMSON	78641	RCM4587	TX	951
551	REBECCA ANN SALAZAR	TRAVIS	78702	RCM5022	TX	360
552	JON MICHAEL PEREZ	WILLIAMSON	78641	RCM5326	TX	810
553	SUSANA HERNANDEZ DE SANDOVAL	WILLIAMSON	78634	RCM5499	TX	427
554	ALYSSA ESPINOZA	WILLIAMSON	78613	RCM5627	TX	786
555	JEANNE ELIZABETH DAVILA CARL EUGEN HEIGHTS	TRAVIS	78754	RCM6141	TX	1362



CTRMA Prohibited Vehicles

556	DONALD BROOKS JR	TRAVIS	78726	RCM6648	TX	1187
557	IRMA ORALIA GARCIA ZAMORA ANGEL ITZARAEI ESTRADA	WILLIAMSON	78642	RCM7445	TX	1550
558	JESSICA TUOMALA CHRISTOPHER P.	WILLIAMSON	78641	RCM7675	TX	914
559	BENTON JAMES SHARP	WILLIAMSON	78613	RCM8405	TX	841
560	ANDREA JO CANTU	TRAVIS	78747	RCN4687	TX	901
561	JESSICA HARDIN	TRAVIS	32080	RCN5875	FL	1093
562	CHAPPELL LAMAR TORIAN	TRAVIS	78758	RCN6842	TX	1069
563	KARL HARRISON SR CLARISSA DUANA HARRISON	WILLIAMSON	78665	RCN9342	TX	677
564	JOSE ANGEL ORTIZ VILLANUEVA	WILLIAMSON	78641	RCP0194	TX	1096
565	BEATRICE ADRIANA BELTRAN-FAZ	TRAVIS	78741	RCP0431	TX	1655
566	MICHEAL GARY JEFFRIES	MILAM	76567	RCP4292	TX	1495
567	CARLOS URENDA VASQUEZ	TRAVIS	78617	RCS3784	TX	614
568	ANGELA ESMERALDA ERAZO BONILLA	WILLIAMSON	78621	RCS4721	TX	1028
569	WILLIAM DANILO GONZALES CHAVEZ	TRAVIS	78617	RCS5016	TX	1300
570	ULVER RESENDIZ-VILLA GERARDO NAVA	BASTROP	78621	RCS5364	TX	1408
571	MO241, INC	HARRIS	77401	RDF1337	TX	1005
572	DESMON DEMOND BARRETT	TRAVIS	78741	RDG1958	TX	975
573	QUICK DRY CARPET CLEANING LLC	TRAVIS	78758	RFF0523	TX	1024
574	CHARLES LLOYD ALEXANDER	WILLIAMSON	78642	RFF0678	TX	877
575	GLORIA Y JAIMES-JAIMES ABEL JAIMES JR	TRAVIS	78744	RFF0816	TX	1090
576	PAMELA WILSON MILLIGAN	TRAVIS	78721	RFF1212	TX	1134
577	RAFAEL CATALAN OCAMPO	TRAVIS	78660	RFF2429	TX	1016
578	JESSE LAMAR CROWELL JR BRYCE ZACHARY CROWELL	BASTROP	78957	RFF2591	TX	942
579	AUSTIN ROBERT BRECKENRIDGE CASSANDRA ROSE BRECKENRIDGE	WILLIAMSON	78641	RFF3054	TX	809
580	BREON DESHAY CARTER	TRAVIS	78753	RFF3435	TX	1351
581	THOMAS JOHN LANG	TRAVIS	78757	RFF3608	TX	1495
582	MARIA ESTELA SANTOS SANCHEZ OSIEL TORIBIO MONDRAGON	TRAVIS	78758	RFF3747	TX	630
583	AUSTIN CONSTRUCTORS, LLC JEANNETTE HERNANDEZ MUNIZ	TRAVIS	78719	RFF3772	TX	1101
584	CHAZPIN LANISE RUSSELL	TRAVIS	78723	RFF3778	TX	1506
585	LETICIA ADAME GARCIA	TRAVIS	78617	RFF3787	TX	1043
586	QUINN RAMON ERVIN	TRAVIS	78721	RFF4616	TX	1517
587	BRIANA MORUA	TRAVIS	78653	RFF4884	TX	1857
588	ENNA ELIZABETH REYES MALDONADO	TRAVIS	78754	RFF6237	TX	1237
589	JOE MICHAEL SALINAS KATHY GARCIA	TRAVIS	78744	RFF6532	TX	1135



CTRMA Prohibited Vehicles

590	ALLAN JEROME NOBLITT	WILLIAMSON	78613	RFF7257	TX	1279
591	BRANDON LEWIN ROBERT LEWIN	WILLIAMSON	78641	RFF7324	TX	1113
592	CLAYBORNE JOINER JR	TRAVIS	78753	RFF7332	TX	1486
593	MICHAEL JAMES GRAHAM JR AMEE MARIA SUER	TRAVIS	78739	RFF7799	TX	1025
594	JOSE PARRA	TRAVIS	78744	RFF8105	TX	1189
595	ADRIAN BENITEZ SR MARISSA NICHOLE BENITEZ	TRAVIS	78653	RFF8132	TX	1678
596	ARTAVIUS DAMIAN BROWN	TRAVIS	78725	RFF8177	TX	955
597	URSULA MARIE MARTINEZ	TRAVIS	78653	RFF8679	TX	1092
598	MELISSA JEAN PRATT CASSANDRA LEIGH OLDAKER	WILLIAMSON	78729	RFF8877	TX	882
599	DYLON JACOB MCCUNE	WILLIAMSON	78641	RFF8964	TX	1080
600	BRALLAN ESCAR SIERRA LINAREZ	TRAVIS	78752	RFF9443	TX	1051
601	BREANNA SYMONE MILLS	TRAVIS	78724	RFF9467	TX	1976
602	MALINDA DEE JONES	TRAVIS	78660	RFF9720	TX	1051
603	ALEXANDER SUAREZ ESQUIVEL AISKEL BEATRIZ MUJICA PAEZ	TRAVIS	78728	RFF9731	TX	1083
604	PEDRO ALVARADO MONTIEL	TRAVIS	78754	RFG0136	TX	871
605	EDUARDO MORALES	TRAVIS	78745	RFG0265	TX	1618
606	RAY VILLEGAS JR	TRAVIS	78744	RFG0577	TX	1390
607	ELIAS MANUEL AVALOS GOMEZ SABRINA AVALOS	TRAVIS	78653	RFG0791	TX	1967
608	ALEIGHA CHRISTA APONTE	WILLIAMSON	78641	RFG0900	TX	1106
609	FERNANDO ELIEZER CAMACARO ASUAJE	WILLIAMSON	78641	RFG0975	TX	1198
610	MAIDELIN ABELLA ALONSO	TRAVIS	78753	RFG1029	TX	1015
611	RODERICK ZANDERS	TRAVIS	78741	RFG1364	TX	2106
612	SHANNA NICHOL SEWELL	TRAVIS	78617	RFG3005	TX	882
613	CARLA VENETIA CHATMON	TRAVIS	78617	RFG3292	TX	1926
614	PRINCESS HARRIS	TRAVIS	78653	RFG3359	TX	1061
615	JAMES MICHAEL CAVANAUGH AMANDA RENEE CAVANAUGH	WILLIAMSON	78642	RFG4301	TX	1070
616	OCTAVIO VILCHIS BARCENAS	TRAVIS	78752	RFG5005	TX	676
617	KATERIN M GONZALES ALEMAN	TRAVIS	78753	RFG5042	TX	1136
618	KENNETH IKPOWOSA IGBINOUIA	TRAVIS	78758	RFG5466	TX	1106
619	GERARDO TIRADO GARCIA	TRAVIS	78660	RFG5506	TX	814
620	TANYA MCLAMB HUNT	WILLIAMSON	78641	RFG5525	TX	1118
621	ROSA MARIA LAURENS HERNANDEZ OSCAR RANGEL GONZALEZ	TRAVIS	78758	RFG5583	TX	1345
622	ANA MARIA REYES JANA E SYNCELLE BATISTE	WILLIAMSON	78641	RFG6073	TX	936
623	HEIDY YADIRA HENRRIQUEZ NORIEGA	BASTROP	78612	RFG6407	TX	819



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

624	YUSNIEL PINO ARENCIBIA	TRAVIS	78753	RFG6729	TX	876
625	SHYMERE DESHAWN MANSON	BASTROP	78621	RFG6872	TX	1043
626	JESUS PEREZ MARTINEZ	WILLIAMSON	78642	RFG6981	TX	1085
627	JOE LOUIS GARCIA JR	HAYS	78610	RFG7151	TX	1275
628	THOMAS CAMPOS	TRAVIS	78645	RFG7535	TX	890
629	DYNELLYA ANTIONETTE MCCOY	WILLIAMSON	78626	RFG8115	TX	1266
630	JOSE FERNANDO GARCIA MONDRAGON	TRAVIS	78741	RFG8823	TX	987
631	MONTRELL RAGLIN	TRAVIS	78722	RFG9362	TX	1119
632	KEVIN CARPENTER	TRAVIS	78617	RFG9457	TX	989
633	JERU DOMINICK HARRIS	TRAVIS	78653	RFG9651	TX	1038
634	TEXAS STATE UTILITIES INC	WILLIAMSON	76140	RFK1436	TX	583
635	EVERADO RUIZ MEJIA	HAYS	78640	RFK9362	TX	320
636	JESSICA M EDQUID	BASTROP	78621	RFN7057	TX	855
637	RIGOBERTO ANTONIO FAZ	TRAVIS	78744	RFN7116	TX	1077
638	JORGE BENIGNO GRANADOS RICO	WILLIAMSON	78628	RFN9273	TX	542
639	KRISTOPHER SCOTT MORRISON LAUREN KATHLEEN FRIAR	WILLIAMSON	78642	RFN9492	TX	1134
640	MAURICE ARTEZ MCFARLAND JR	WILLIAMSON	78641	RFN9585	TX	1468
641	BRIAN WARD COX	WILLIAMSON	78641	RFP0138	TX	1022

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

RESOLUTION NO. 22-052

**APPROVING AN INTERLOCAL AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR OFFICE SPACE BUILDOUT
AT THE TxTAG RIDGEPPOINT CUSTOMER SERVICE CENTER**

WHEREAS, since 2016, the Central Texas Regional Mobility Authority (“Mobility Authority”) and the Texas Department of Transportation (“TxDOT”) have co-located staff at the TxTag Burnet Road Customer Service Center (CSC) to provide walk-up services to their respective customers; and

WHEREAS, by Resolution No. 22-035, dated August 31, 2022, the Board of Directors approved a new interlocal agreement for continued co-location, including flexibility for the services to extend to the TxTAG Ridgepoint CSC; and

WHEREAS, to accommodate the Mobility Authority’s staff at the TxTag Ridgepoint CSC, TxDOT will be incurring costs for the buildout of approximately 74.76 square feet of walled office space that includes a payment window, two-way speakers, a commercial door with push bar panic device lock, desk areas and a security badge reader; and

WHEREAS, in order to reimburse TxDOT for costs incurred for the buildout at the TxTag Ridgepoint CSC, the Executive Director recommends that the Board approve an interlocal agreement with TxDOT in an amount not to exceed \$60, 633.98 and in the form or substantially same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed interlocal agreement to reimburse TxDOT for costs incurred for the buildout required to accommodate Mobility Authority staff at the TxTag Ridgepoint CSC is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the interlocal agreement on behalf of the Mobility Authority in an amount not to exceed \$60, 633.98 and in the form or substantially same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
Central Texas Regional Mobility Authority Local Government

II. PURPOSE: Reimburse TxDOT for the office space build out at 2420 Ridgepoint Drive, Austin Tx. 78754. TxDOT will share this office space with the Local Government.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **\$60,633.98** and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on **November 1, 2023**. or when otherwise terminated as provided in this Agreement.

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 _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
James Bass
Executive Director

FOR THE STATE OF TEXAS

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

By _____ Date _____
Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

- I. The Local Government shall reimburse TxDOT for all labor, materials and supplies for the office space build out at the Toll Operations Center (TOC) located at 2420 Ridgepoint Drive, Austin Tx. 78754. The 74.76 Sqft walled office space build out will match existing office design and finish. The office space build out will include, but not limited to, the following:
 - Commercial door with push bar panic device locks
 - Tempered glass service windows with two-way speakers
 - Finish and paint
 - Desk areas
 - Additional lighting and electrical outlets
 - Security badge reader
- II. The Local Government shall not make any modifications to the shared office space or place any signage without prior written TxDOT approval. This includes prior, during and after the completion of the build out.
- III. Post-build out adjustments may be requested by TxDOT or the Local Government. Adjustments will be approved by TxDOT.
- IV. Local Government shall have the right to inspect the work and determine it has been performed as agreed prior to making any payment due under this Interlocal Agreement.

ATTACHMENT B

Budget

The Local Government shall reimburse the actual cost to TxDOT for the office space build out which shall not exceed \$60,633.98. TxDOT will invoice the Local Government on a monthly basis as TxDOT is billed for the build out.

The office space build out estimated cost detail is as follows:

Description	Cost
Standard Office Build Out	\$35,511.00
Two-Way Speaker	\$3,645.32
Security System Readers	\$1,372.00
Post-Build Out Adjustments	\$10,000.00
Total	\$50,528.32
20% Markup from TxDOT Contractor	\$10,105.66
Not to Exceed Budget	\$60, 633.98

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

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

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

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

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	Central Texas Regional Mobility Authority Director of Operations 3300 North Interstate 35 Suite #300 Austin, Texas 78705
TxDOT:	Texas Department of Transportation Director of Contract Services 125 East 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

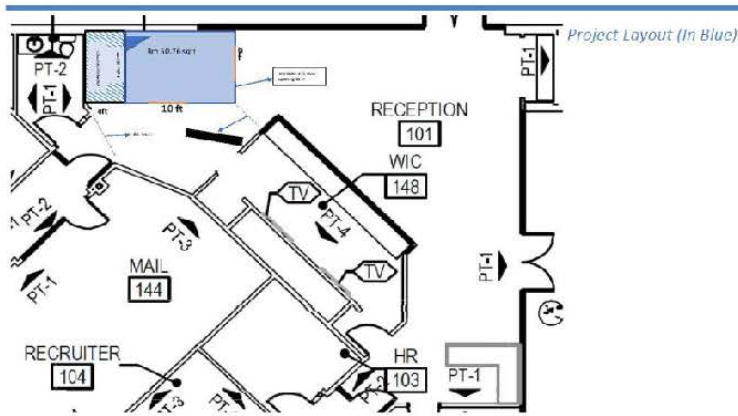
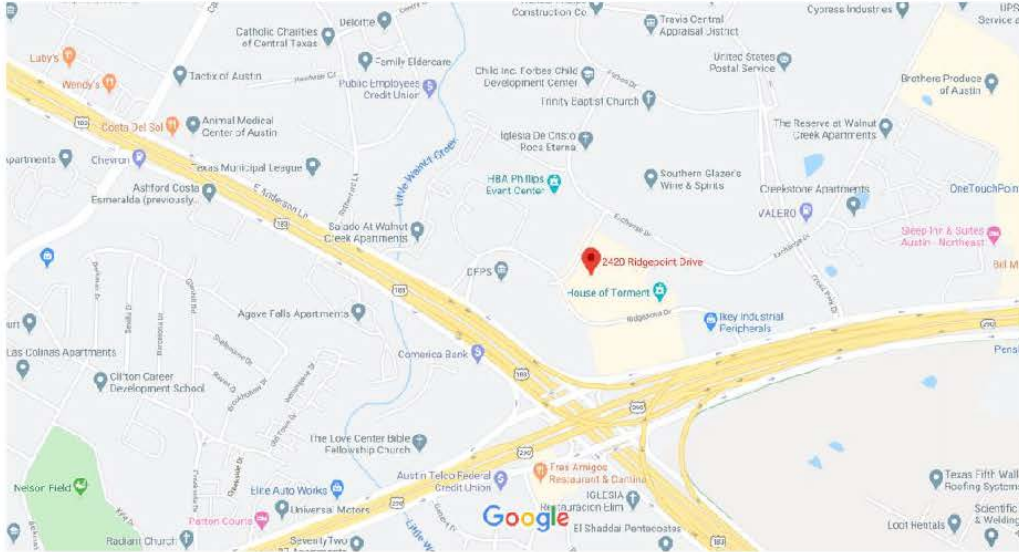
ATTACHMENT D
Resolution or Ordinance

ATTACHMENT E

Location Maps Showing Project

Google Maps

2420 Ridgepoint Dr
TOD-TOC



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

RESOLUTION NO. 22-053

**APPROVING THE ANNUAL COMPLIANCE REPORT FOR
SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Texas Transportation Commission has adopted rules codified at Title 43, Chapter 26, Subchapter G of the Texas Administrative Code (TAC) that require regional mobility authorities to file certain reports and conduct certain audits, as specified therein; and

WHEREAS, pursuant to 43 TAC § 26.65(a), the Central Texas Regional Mobility Authority (Mobility Authority) is required to file a report with the Texas Department of Transportation (TxDOT) confirming that the Mobility Authority has complied with all the duties it is required to perform under Title 43, Chapter 26, Subchapter G of the Texas Administrative Code; and

WHEREAS, the Executive Director has prepared a compliance report containing the information in the form required by 43 TAC § 26.65(a) which is attached hereto as Exhibit A; and

WHEREAS, the compliance report must be approved by the Board prior to submission to TxDOT; and


WHEREAS, the Executive Director certifies to the Board that the information contained in the compliance report attached hereto as Exhibit A is true and correct.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the compliance report in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board directs the Executive Director to perform all actions necessary to submit the compliance report to the Texas Department of Transportation in accordance with 43 TAC § 26.65(a).

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

Central Texas Regional Mobility Authority Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	The Mobility Authority submits copies of the annual operating and capital budget adopted for the Fiscal Year 2023 beginning July 1, 2022, to Travis County and Williamson County.	The Board of Directors approved the FY 2023 Budget by Resolution No. 22-027 enacted on June 29, 2022.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	No financial information or notices are required to be disclosed; not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	The Mobility Authority did not hold any "surplus revenue" in FY 2022, as that term is defined by §370.003(12) of the Transportation Code.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	Included as part of the FY 2022 annual audit. See certification below.	Included as part of the FY 2022 annual audit. See certification below.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	The Mobility Authority received an unmodified opinion for FY 2022 from an independent certified public accountant.	The FY 2022 annual audit was accepted by the Board of Directors (acting through its Audit Committee) by resolution 22-046 enacted October 26, 2022.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year and conducted by an independent certified public accountant.	The Mobility Authority submitted electronic copies of the FY 2022 annual audit to Travis County and Williamson County.	The Mobility Authority provided to Travis County and Williamson County an electronic copy of the FY 2022 audit accepted by resolution on November 1, 2022.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	Work papers and reports are and will be retained for a minimum of four years.	

<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	The Mobility Authority promptly provides reports and information regarding its activities when requested by Travis County or Williamson County. There is no city that is a part of the Central Texas Regional Mobility Authority.	
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	The Mobility Authority will provide the Texas Department of Transportation access to all its operating and financial records when requested by the Department's executive director.	

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

RESOLUTION NO. 22-054

**AWARDING A CONTRACT TO AARON CONCRETE CONTRACTORS, LP FOR THE
290E RETAINING WALL STABILIZATION MAINTENANCE PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) requires the services of a contractor to stabilize the retaining wall on the southeast corner of Harris Branch Parkway and 290E Toll intersection in Travis County, Texas (the "Project"); and

WHEREAS, the Mobility Authority advertised the Project on November 11, 2022, and received two bids by the bid opening on December 7, 2022; and


WHEREAS the Acting Director of Engineering reviewed the bids and determined Aaron Concrete Contractors, LP to be the lowest responsive and responsible bidder; and

WHEREAS, after reviewing the Acting Director of Engineering's determination, the Executive Director requests that the Board approve a contract with Aaron Concrete Contractors, LP for the Project in an amount not to exceed \$976,128.00 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves a contract with Aaron Concrete Contractors, LP in an amount not to exceed \$976,128.00 for the stabilization of the retaining wall on the southeast corner of Harris Branch Parkway and 290E Toll intersection in Travis County, and hereby authorizes the Executive Director to finalize and execute the contract in the form or substantially same form published in the bid documents attached hereto as Exhibit A.

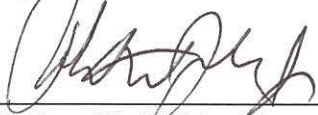
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

290E Wall Stabilization Project

CTRMA Contract No.: 23290E22701M

Bid Documents

Advertisement: November 11, 2022

Pre-Qualification Deadline: 12:00PM November 29, 2022

Bid Date: 2:00 PM December 7, 2022

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

November 11, 2022

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/633c520456e215eccc67896d/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, December 7, 2022**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have forty-seven (47) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

The complete list of quantities is located in the Bid Form. The principal items of work are as follows:

- Prestressed Ground Anchors
- Excavation/Embankment
- Traffic Control
- Temporary Retaining Wall

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on November 30, 2022 via the project's CivCastUSA website <https://www.civcastusa.com/project/633c520456e215eccc67896d/summary>.

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement,

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is November 29, 2022 at Noon.

The Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification through TxDOT and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

Complete Contract documents will be available on November 11, 2022 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website <https://www.civcastusa.com/project/633c520456e215eccc67896d/summary>.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", November 1, 2014) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website (<https://www.txdot.gov/business/resources/txdot-specifications.html>).

The contract will be awarded in accordance with the Authority's Procurement policy. A copy of the Procurement Policy is available online at the Authority website: (<https://www.mobilityauthority.com/about/policy-disclaimers/code>).

For more information, please submit a question to the project team through CivCast.com.

Each bid must be accompanied by a Bid Guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The apparent low bidder shall deliver the original sealed Bid Bond to CTRMA within five (5) calendar days of such notification.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
James Bass, Executive Director
Austin, Texas

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

BID DOCUMENT CHECKLIST

Prior to submitting a bid, prospective bidders should review the checklist below to ensure that the bid is accepted and not declared nonresponsive. No joint venture participants will be allowed.

Bid Document:

- Are you aware if your affiliates are bidding on the same project?
- Are you pre-qualified by TxDOT through the Confidential Questionnaire process and have a bidding capacity of \$1,000,000.
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

Bid Document Preparation:

- Is the bid being submitted on the Official Bid Form via the CivCast website?
- Are you submitting only one bid for this project?
- Is the bid signed by your company representative or each joint venture participant?
- Have you entered prices for all bid items?
- Does the bid document contain all items included in the Official Bid Form?
- Does the bid document contain a total bid value?
- Is the bid free of any additional conditions not included in the bid document provided to you?
- Have you electronically submitted a complete and executed Bid Bond?
- Have you acknowledged each Addendum on CivCast?

Bid Bonds:

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

Bid Document Submission:

- Are you aware of the time and date deadline for submission for the bid document?
- Are you submitting a complete bid document?

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

290E WALL STABILIZATION PROJECT MAINTENANCE CONTRACT

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

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within thirty (30) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within forty-seven (47) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

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

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

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

Business Name of Bidder _____

Type of Organization Individual
 Partnership
 Corporation

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECTS

CTRMA CONTRACT NO. 23290E22701M

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 7th day of December,
2022, for Contract No. 23290E22701M in connection with the 290E Wall Stabilization Project;
that I executed the said Bid with full authority to do so;

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

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

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

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

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

DEBARMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____(Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 7th day of December,
2022, for Contract No. 23290E22701M in connection with the 290E Wall Stabilization Project;
that I executed the said Bid with full authority to do so;

The said Bidder has not been excluded or disqualified from doing business on State or
Federal projects;

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

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

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

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

CHILD SUPPORT STATEMENT

Under section 231.006, Family Code, the vendor or applicant certifies that the individual or business entities 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.



CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Family Code, Section 231.006, _____
 Certifies that _____,
 as of _____ is eligible to receive a grant, loan or payment and acknowledges
 that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

NAME <i>(please print legibly, if handwritten)</i>	SOCIAL SECURITY NUMBER

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided in Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code 2271.002, the Mobility Authority must include a provision requiring a written verification that the Contractor does not boycott Israel and will not boycott Israel during the term of the Contract. By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

Violation of this certification may result in action by the Mobility Authority.

**CERTIFICATION TO NOT DISCRIMINATE AGAINST
FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS**

Pursuant to Texas Government Code 2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code 2274.001, and
- 2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code 2274.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code 809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

- 1) is with a Contractor that is not a sole proprietorship,
- 2) is with a Contractor with 10 or more full-time employees, and
- 3) has a value of \$100,000 or more.

By signing, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

BID BOND

KNOW ALL PERSONS MEN BY THESE PRESENTS,
that _____, as Principal/Contractor, and
_____, as Surety, legally authorized to do
business in the State of Texas, are held and firmly bounded unto the Central Texas Regional
Mobility Authority, as Authority, in the amount of at least five percent (5%) percent of the Total
Bid amount, on which the Contract is awarded lawful money of the United States of America, for
the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No.
23290E22701M, entitled 290E Wall Stabilization Project, and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be
awarded the Contract upon said Bid and shall, within fifteen (15) calendar days after the date of
written notice of such award, enter into and deliver a signed Contract and the prescribed
Performance Bond for the faithful performance of the Contract, together with the required proof of
proper insurance coverage and other necessary documents, then this obligation shall be null and
void; otherwise, to remain in full force and effect, and the Contractor and Surety will pay unto the
Authority the difference in money between the amount of the Total Amount written in the Bid of
said Contractor and the amount for which the Authority may legally contract with another party to
perform the said work, if the latter amount be in excess of the former; but in no event shall the
Surety's liability exceed the penal sum hereof.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____

Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____

Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the "Authority" and _____, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 23290E22701M, entitled 290E Wall Stabilization Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the official total Bid Amount based on the unit prices bid of _____ dollars and _____ Cents (\$ _____).

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

The Contractor agrees as follows:

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

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have forty-seven (47) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

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

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20__.

By: _____

James Bass
Executive Director

Notary Public

My commission expires:

CONTRACTOR:

Business Name

Address

Sworn to and subscribed
before me this _____
day of _____, 20____.

by: _____
Notary Public

Title

My commission expires:

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

(No.) (Street) (Floor or Suite)

(City) (State or Providence) (ZIP or Postal Code) (Country)

State or County of Incorporation/Formation/Organization: _____

Signature block for a corporation or limited liability company:

Company: _____

By: _____

Printed Name: _____

Title: _____

Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME:

OFFICE:

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

Secretary

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal,
and

_____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Central Texas Regional Mobility Authority (Authority), in the penal sum of

_____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

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

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as Principal
(hereinafter referred to as the "Principal"), and

_____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Central Texas Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

RECEIPT OF ADDENDA

Receipt of addendum, if issued, must be acknowledged electronically on the CivCast website.

Failure to confirm receipt of all addenda issued will result in the bid being deemed non-responsive.

Signature

Date

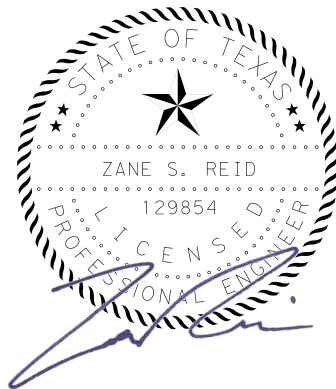
Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

ENGINEER'S SEAL

The enclosed Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project.



PREPARED BY:

ATKINS

11801 Domain Blvd., Suite 500
Austin, Texas, 78758
512-327-6840 PH
512-327-2453 FX

TBPE REG. #F-474

11/11/2022

Alteration of a sealed document without proper notification to the responsible engineer is an offence under the Texas Engineering Practice Act.

GENERAL NOTES:

GENERAL

Perform work during good weather. If work is damaged by a weather event, the Contractor is responsible for all costs associated with replacing damaged work.

Remove and replace, at the Contractor's expense, and as directed, all defective work, which was caused by the Contractor's workforce, materials, or equipment.

The "Engineer" shall be the Mobility Authority's consultant identified by the Mobility Authority at the pre-construction meeting.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Intelligent Transportation Systems (ITS) Infrastructure and Toll Collection System Infrastructure exists within the limits of this project and the system must remain operational throughout construction. Backbone and hub communication fiber links are critical and must be maintained during the duration of the project. Use caution if working in these areas to avoid damaging or interfering with existing facilities and infrastructure. In the event of TxDOT system damage, notify TxDOT at (512) 974-0883 and the Toll Operations Division at (512) 874-9177 within one hour of occurrence. In the event of Mobility Authority Toll system or ITS system damage, notify the Mobility Authority Director of Operations at (512) 996-9778 within one hour of occurrence. Failure of the Contractor to repair damage within 8 hours of occurrence to any infrastructure that conveys any corridor information to TxDOT/Mobility Authority will result in the Contractor being billed for the full cost of emergency repairs performed by others. Damage to any toll collection system infrastructure impacting the ability of the TxDOT/Authority to collect, process or transmit transactions will result in the Contractor being billed for lost revenue damages. Revenue damages will be based on historical revenue collected from the affected gantries.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Protect all areas of the right of way (ROW), which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than, before the beginning of work at no cost to the Mobility Authority.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Stormwater Event, as directed.

Damage to existing pipes and SETs due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the ROW, will be as directed. Use of ROW for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of ROW but will cooperate in the use of the ROW with the city/county, various public utility companies and other contractors as required.

Meet weekly with the Engineer to notify of planned work for the upcoming week. Provide a three-week "look ahead", as well as all work performed over the past week.

Coordinate and obtain approval for all work over existing roadways.

The Project Superintendent will always be available to contact when work is being performed, including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

During evacuation periods for Hurricane events the Contractor will cooperate with the Mobility Authority and TxDOT for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

Overhead and underground utilities may exist in the vicinity of the project. The exact location of underground utilities may not be known. Refer to ITEM 5 – CONTROL OF THE WORK, for utility rates. If working near power lines, comply with the appropriate sections of Local Legal Requirements, Texas State Law, and Federal Regulations relating to the type of work involved.

Provide vertical clearance for all structures (including overhead sign bridge structures and bridge mounted signs) within the project limits. Submit information and notices to the Mobility Authority.

Contractor is responsible for all toll charges incurred by Contractor vehicles.

ITEM 4 – SCOPE OF WORK

Final clean up will include the removal of excess material considered detrimental to vegetation growth along the front slope of the ditch. Materials, as specified by the Engineer, will be removed at the Contractor's expense.

ITEM 5 – CONTROL OF THE WORK

Provide a 48-hour advance email notice to AUS_Locate@txdot.gov to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system (US 290). Provide 2-week advance notice to the Engineer to request locates on the Mobility Authority's system (290). Contractor is responsible for verifying the location of the ITS duct bank within the retaining wall prior to construction.

Before the Authority or its contractor begins work on State right of way, the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

Electronic Shop Drawing Submittals:

Submit electronic shop drawing submittals according using the Mobility Authority's Electronic Data Management System (EDMS), which will be established for the Project prior to commencing construction. Submittals will be addressed to the Engineer and additional staff, as appropriate.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period of time exceeding 14 calendar days. Track all exposed soil, stockpiles and slopes. Tracking consists of operating 2 tracked vehicles or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Do not park equipment where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, make every effort to flag traffic accordingly. Give the traveling public first priority.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Migratory Birds and Bats.

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting or perform construction activities between March 1 and September 15. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to the Mobility Authority 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 50 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

No extension of time or compensation payment will be granted for a delay or suspension of work due to the above bird and bat requirements.

Law Enforcement Personnel.

A maximum combined rate of \$70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer. Contractor must use CTRMA provided form to be reimbursed.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

Back Up Alarm

For hours 9 P to 5 A, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hot mix or seal coat operations. This is subsidiary.

ITEM 8 – PROSECUTION AND PROGRESS

The Contractor will have 47 working days from NTP to have all installations complete.

Electronic versions of schedules will be saved in native format and delivered in native and PDF formats.

Working days will be charged based on a standard workweek. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

Provide via email a 3-week look-ahead schedule in Gantt chart format. Submit weekly by noon on Friday. Designate each activity as night or day shift and include the name of the foreman or contractor. The chart shall have a specific section dedicated solely to lane closures and detours. Each lane closure and detour shall be an individual item on the schedule.

Lane Closure Assessments will be assessed as shown in the **Table 1** below.

Any unauthorized lane closures will result in an assessment to the Contractor of \$1,000 per lane per hour or the assigned Lane Closure Assessments in the table, whichever is the higher amount.

All Lane Closure Assessments for the Contractor will be subtracted from the value of the payment application for that associated period.

Table 1: Lane Closure Assessment Rates

Lane Closure Period	Late Charges (Per Lane)			
	290 Toll		US 290	
	Lane	Shoulder	Lane	Shoulder
0-15 mins	\$1,000	\$1,000	\$1,000	\$1,000
15-30 mins	\$2,000	\$2,000	\$2,000	\$2,000
30-45 mins	\$3,000	\$3,000	\$3,000	\$3,000
45-60 mins	\$4,000	\$4,000	\$4,000	\$4,000
Every additional 15-minute interval after 1 hour	\$2,000	\$2,000	\$2,000	\$2,000

For example: If the contractor has one lane of traffic closed on US 290 until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

$$1 \text{ lane closed} \times [\$1,000 + \$1,000 + \$1,000] = \$3000$$

Emergency lane closures are not subject to lane closure assessments. Emergency lane closures are defined as closures caused by circumstances other than those caused by the contractor and shall be approved by the authority.

Refer to Table 2. Allowable Lane Closure for available lane closure times.

ITEM 9 – MEASUREMENT AND PAYMENT

Provide full-time, off-duty, uniformed, certified peace officers in officially marked vehicles, as part of traffic control operations, as directed.

Show proof of certification by the Texas Commission on Law Enforcement Standards.

No payment will be made for peace officers unless the Contractor completes the proper Department tracking form. Submit invoices that agree with the tracking form for payment at the end of each month, when approved services were provided. Request the tracking form from the Department.

No payment for officers used for moving equipment without prior written approval.

Cancel “Off-Duty” Peace Officers and their Motor Vehicle Units when the Scheduled lane closures are canceled. Failure to cancel the Off-Duty Officers and their respective Motor Vehicle Units will not be the cause for payment, by Mobility Authority, for “Show Up” time.

ITEM 132 – EMBANKMENT TY C

Do not furnish shale clays. The Engineer must approve the embankment material before use on the project.

TY C Requirements

Description	Percent Retained					LL Max	PI Max	PI Min
	3"	1 3/4"	3/8"	#4	#40			
EMBANKMENT (ORD COMP) (TY C)	0	-	-	-	15-100	45	20	8

ITEM 423 – RETAINING WALLS

Contractor shall submit temporary retaining wall design, calculation, and shop drawings for approval.

Mow strip shall be 2ft. wide unless otherwise shown on the plans.

ITEM 432 - RIPRAP

Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items.

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary.

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 2. Allowable Lane Closure

Roadway	Limits	Allowable Closure Time*
		Weekday
290 Toll	Arterial A to Parmer Lane	9 P to 5 A
US 290	Arterial A to Parmer Lane	9 P to 5 A
Harris Branch Pkwy	Blue Goose Rd to Lindell Ln	9 P to 5 A

* Allowable Closure Time includes setup and cleanup time.

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 8 P to 5 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

Full mainlane closures will not be allowed. Full ramp closures must be approved by the Engineer.

No closures will be allowed on Friday night.

No closures will be allowed on the weekends adjacent to, working day prior, and working day after the National Holidays defined in the Standard Specifications and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for Formula 1 at Circuit of the Americas, Austin City Limits Fest, South by Southwest, Republic of Texas Rally, UT home football games, Rodeo Austin, State of Texas sales tax holiday, or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed. Submit an emailed request for a lane closure (LCN) to the Mobility Authority. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

Maintain a minimum of 1 through lane in each direction, unless otherwise directed in plans.

For roadways listed in Table 2: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 2: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

In the case of an unauthorized lane closure, all approved LCNs will be revoked until a meeting is held between the contractor and the Engineer. No lane closure notices will be approved until the meeting is concluded.

Coordinate Main Lane closures with adjacent projects including those projects owned by other agencies and departments. Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Shadow Vehicle with TMA is required as shown in the TCP sheets and for setup/removal of traffic control devices.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Do not set up traffic control when the pavement is wet.

Maintain access to all streets and driveways at all times, unless otherwise approved. Considered subsidiary to the pertinent Items.

ITEM 506 – TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

ITEM 512 – PORTABLE TRAFFIC BARRIER

Any increase in temporary barrier quantities that occur due to the Contractor changes in the sequence of work or the traffic control plan will not be paid.

ITEM 752 – TREE AND BRUSH REMOVAL

Flailing equipment is not allowed. Burning brush is not allowed in urban areas or on ROW. Use hand methods or other means of removal if doing work by mechanical methods is impractical.

Prior to begin tree pruning, send email confirmation to the Engineer that training and demonstration of work method has been provided to the employees. This work is subsidiary.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 “Electronic” Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operation. All EPCMS will be exclusive to this project, unless otherwise approved. Placement location and message as directed.

Place appropriate number of “Electronic” Portable Changeable Message Signs (EPCMS) at locations requiring lane closures for one-week prior to the closures, or as directed. Obtain approval for the actual message that will appear on the boards. If more than two phases of a message are required per board, provide additional EPCMS’s to meet the two-phases-per-board requirement. Provide a replacement within 12 hours. EPCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

SPECIFICATION LIST

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications herein contained.

Attention is directed to the use of "Proposal" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Bid" in the Mobility Authority's documents. This shall be accounted for when working contract documents prepared by the Mobility Authority with those standards prepared by TxDOT.

Attention is directed to the use of "Department" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Mobility Authority" in the Mobility Authority's documents.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

- ITEMS 1-9 GENERAL REQUIREMENTS AND COVENANTS
- ITEM 100 PREPARING RIGHT OF WAY (103)
- ITEM 104 REMOVING CONCRETE
- ITEM 110 EXCAVATION (132)
- ITEM 132 EMBANKMENT (100)(160)(204)(210)(216)(260)(275)(400)
- ITEM 164 SEEDING FOR EROSION CONTROL (162)(164)(166)
- ITEM 168 VEGETATIVE WATERING
- ITEM 421 HYDRAULIC CEMENT CONCRETE(360) (361) (416)
- ITEM 423 RETAINING WALLS(110) (132) (216) (400) (416) (420) (421) (424) (440) (445) (458) (556)
- ITEM 432 RIPRAP (247)(420)(421)(431)(440)
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS(161)
(432) (556)
- ITEM 512 PORTABLE CONCRETE TRAFFIC BARRIER
- ITEM 545 CRASH CUSHION ATTENUATORS

ITEM 752 TREE AND BRUSH REMOVAL

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE
OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER
IN CONFLICT THEREWITH.

SPECIAL PROVISION TO ITEM 000 (000---002---RMA)

SPECIAL PROVISION TO ITEM 000 (000---008)

SPECIAL PROVISION TO ITEM 000 (000---009)

SPECIAL PROVISION TO ITEM 000 (000---011---RMA)

SPECIAL PROVISION TO ITEM 000 (000---659)

SPECIAL PROVISION TO ITEM 000 (000---954---RMA)

SPECIAL PROVISION TO ITEM 000 (000---1243)

SPECIAL PROVISION TO ITEM 001 (001---001---RMA)

SPECIAL PROVISION TO ITEM 002 (002---005---RMA)

SPECIAL PROVISION TO ITEM 002 (002---011)

SPECIAL PROVISION TO ITEM 003 (003---005---RMA)

SPECIAL PROVISION TO ITEM 003 (003---011)

SPECIAL PROVISION TO ITEM 004 (004---001---RMA)

SPECIAL PROVISION TO ITEM 005 (005---002)

SPECIAL PROVISION TO ITEM 005 (005---003)

SPECIAL PROVISION TO ITEM 006 (006---001---RMA)

SPECIAL PROVISION TO ITEM 006 (006---012)

SPECIAL PROVISION TO ITEM 007 (007---003---RMA)

SPECIAL PROVISION TO ITEM 007 (007---004)

SPECIAL PROVISION TO ITEM 007 (007---011)

SPECIAL PROVISION TO ITEM 008 (008---002---RMA)

SPECIAL PROVISION TO ITEM 008 (008---030)

SPECIAL PROVISION TO ITEM 008 (008---033)

SPECIAL PROVISION TO ITEM 009 (009---001---RMA)

SPECIAL PROVISION TO ITEM 009 (009---010)

SPECIAL PROVISION TO ITEM 009 (009---011)

SPECIAL PROVISION TO ITEM 502 (502---008)

SPECIAL PROVISION TO ITEM 506 (506---002)

SPECIAL SPECIFICATIONS:

ITEM 4079 PRESTRESSED GROUND ANCHORS

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN

ITEM 6064 INTELLIGENT TRANSPORTATION SYSTEM (ITS) POLE WITH CABINET

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision to Item 000

Nondiscrimination

1. DESCRIPTION

The Contractor agrees, during the performance of the service under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 (S.933), and all other federal and state laws, rules, regulations, and orders pertain to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws. The Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Texas Department of Transportation.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 3.1. **Compliance with Regulations.** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor 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.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- withholding payments to the Contractor under the Contract until the Contractor complies, and/or
- cancelling, terminating, or suspending a Contract, in whole or in part.

3.6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. PERTINENT NONDISCRIMINATION AUTHORITIES:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 4.1. 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.
- 4.2. 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);
- 4.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4.4. 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;
- 4.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 4.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 4.7. 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);
- 4.8. Titles II and III of the Americans with Disabilities Act, which prohibit 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;
- 4.9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 4.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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;

- 4.11. 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 4.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board or trade at a particular place, or with a particular person as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid will be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

Take responsibility for carrying out the requirements of this specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion or deduction designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work in excess of 40 hours in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the special provisions, and these rates govern as minimum wage rates on this Contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

will determine within 30 days whether good cause exists to believe that the Contractor or a subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" as set out in 29 U.S.C. 206 as that Statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

3. RECORD AND INSPECTIONS

Keep copies of weekly payrolls for review. Require subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day and per diem wage paid each worker together with a complete record of all deductions made from such wages. Keep records for a period of 3 years from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- Quantity of piece work performed.
- Price paid per piece-work unit.
- Total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require subcontractors to post or make available to employees the prevailing wage rates from the Contract.

Special Provision to Item 000

Small Business Enterprise in State Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to carry out the Texas Department of Transportation's policy of ensuring that Small Business Enterprise (SBE) has an opportunity to participate in the performance of contracts. If the SBE goal is greater than zero, Article A of this Special Provision shall apply to this Contract; otherwise, Article B of this Special Provision applies. The percentage goal for SBE participation in the work to be performed under this contract will be shown in the proposal.

2. DEFINITIONS

Small Business Enterprise (SBE) is a firm (including affiliates) certified by the Department whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. Article A - SBE Goal is Greater than Zero.

2.1.1. **Policy.** The Department is committed to providing contracting opportunities for small businesses. In this regard, it is the Department's policy to develop and maintain a program in order to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as follows:

2.1.1.1. The Contractor shall make a good faith effort to meet the SBE goal for this contract.

2.1.1.2. The Contractor and any Subcontractors shall not discriminate on the basis of race, color, national origin, age, disability or sex in the award and performance of this contract. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.

2.1.1.3. After a conditional award is made to the low bidder, the Department will determine the adequacy of a Contractor's efforts to meet the contract goal, as is outlined under Section 2, "Contractor's Responsibilities." If the requirements of Section 2 are met, the contract will be forwarded to the Contractor for execution.

The Contractor's performance, during the construction period of the contract in meeting the SBE goal, will be monitored by the Department.

2.1.2. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor. A SBE Contractor may satisfy the SBE requirements by performing at least 25% of the contract work with its own organization as defined elsewhere in the contract.

2.1.2.1. The Contractor shall submit a completed SBE Commitment Agreement Form for each SBE they intend to use to satisfy the SBE goal so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

2.1.2.2. A Contractor who cannot meet the contract goal, in whole or in part, shall document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

that are submitted and that describe a Contractor's failure to meet a SBE goal or obtain SBE participation, including:

- 2.1.2.2.1. Advertising in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities,
- 2.1.2.2.2. Dividing the contract work into reasonable portions in accordance with standard industry practices,
- 2.1.2.2.3. Documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- 2.1.2.2.4. Providing qualified SBEs with adequate information about bonding, insurance, plans, specifications, scope of work, and the requirements of the contract,
- 2.1.2.2.5. Negotiating in good faith with qualified SBEs, not rejecting qualified SBEs who are also the lowest responsive bidder, and;
- 2.1.2.2.6. Using the services of available minorities and women, community organizations, contractor groups, local, state and federal business assistance offices, and other organizations that provide support services to SBEs.
- 2.1.2.3. The good faith effort documentation is due at the time and place specified in Subarticle 2.(a). of this Special Provision. The Director of the DBE & SBE Programs Section will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.
- 2.1.2.4. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the SBE goal and/or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid shall become the property of the State, not as a penalty, but as liquidated damages to the Department.
- 2.1.2.5. The Contractor must not terminate a SBE subcontractor submitted on a commitment agreement for a contract with an assigned goal without the prior written consent of the Department.
- 2.1.2.6. The Contractor shall designate a SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.
- 2.1.2.7. The Contractor must inform the Department of the representative's name, title and telephone number within 10 days of beginning work.
- 2.1.3. **Eligibility of SBEs.**
- 2.1.3.1. The Department certifies the eligibility of SBEs.
- 2.1.3.2. The Department maintains and makes available to interested parties a directory of certified SBEs.
- 2.1.3.3. Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor required under Section 2.(a) above.
- 2.1.3.4. Certified HUBs and DBEs are eligible as SBEs.
- 2.1.3.5. Small Business Size Regulations and Eligibility is referenced on e-CFR (Code of Federal Regulations), Title 13 – Business Credit and Assistance, Chapter 1 – Small Business Administration, Part 121 – Small Business Size Regulations, Subpart A – Size Eligibility Provisions and Standards.
- 2.1.4. **Determination of SBE Participation.** SBE participation shall be counted toward meeting the SBE goal in this contract in accordance with the following:

- 2.1.4.1. A Contractor will receive credit for all payments actually made to a SBE for work performed and costs incurred in accordance with the contract, including all subcontracted work.
- 2.1.4.2. A SBE Contractor or subcontractor may not subcontract more than 75% of a contract. The SBE shall perform not less than 25% of the value of the contract work with its own organization.
- 2.1.4.3. A SBE may lease equipment consistent with standard industry practice. A SBE may lease equipment from the prime contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department prior to the SBE starting the work in accordance with the following:
- 2.1.4.3.1. If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment shall be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the job site.
- 2.1.4.3.2. For equipment that is not specialized, the SBE shall provide the operator and be responsible for all payroll and labor compliance requirements.
- 2.1.5. **Records and Reports.**
- 2.1.5.1. The Contractor shall submit monthly reports, after work begins, on SBE payments, (including payments to HUBs and DBEs). The monthly reports are to be sent to the Area Engineer's office. These reports will be due within 15 days after the end of a calendar month.
- These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for monthly reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting, on a random basis, copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 2.(b) of this Special Provision, must be submitted with the Final Report.
- 2.1.5.2. SBE subcontractors and/or suppliers should be identified on the monthly report by SBE certification number, name and the amount of actual payment made to each during the monthly period. **These reports are required regardless of whether or not SBE activity has occurred in the monthly reporting period.**
- 2.1.5.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department.
- 2.1.6. **Compliance of Contractor.** To ensure that SBE requirements of this contract are complied with, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating his progress in achieving the SBE contract goal and by compliance reviews conducted by the Department.
- A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Department reserves the right to employ remedies as the Department deems appropriate in the terms of the contract.
- 2.2. **Article B - No SBE Goal.**
- 2.2.1. **Policy.** It is the policy of the Department that SBEs shall have an opportunity to participate in the performance of contracts. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as specified in Section 2-5 of this Article.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor will offer SBEs an opportunity to participate in the performance of contracts and subcontracts.
- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability or sex in the award and performance of contracts. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.
- 2.2.4. **Records and Reports.**
- 2.2.4.1. The Contractor shall submit reports on SBE (including HUB and DBE) payments. The reports are to be sent to the Area Engineer's office. These reports will be due annually by the 31st of August or at project completion, whichever comes first.
- These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting copies of invoices and cancelled checks paid to SBEs on a random basis.
- 2.2.4.2. SBE subcontractors and/or suppliers should be identified on the report by SBE Certification Number, name and the amount of actual payment made.
- 2.2.4.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Provision to Item 000

Buy America

Steel and iron products to be incorporated into the project must be of domestic origin. All manufacturing processes for steel and iron products to be incorporated into the project must take place domestically, including donated material.

Reminders:

Depending on the Steel/iron item received at the project, described below are the requirements for acceptance.

1. Steel and Iron Items Inspected and Tested by CSTIM&P

- The project engineer receives CST/M&P Structural Test Reports as proof of compliance with the requirements of the specification.
- CST/M&P obtains from the supplier a completed Form 1818 (D-9-USA-1), "Material Statement" with attached MTRs, certifications, galvanizing reports, etc.

2. Steel and Iron Items Received and Sampled by the Project Engineer for Testing by CSTIM&P

- The project engineer submits samples with the required documentation obtained from the supplier (completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.) to CST/M&P for testing.
- CSTM&P issues a CST/M&P General Test Report for all passing material (proof of compliance with the requirements of the specifications).

3. Steel and Iron Items Received, Inspected, and Accepted by the Project Engineer

- The project engineer obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.
- CST/M&P assists the project engineer when requested.

4. Steel and Iron Items Received from Regional or District Warehouse (Pretested) Stock

- The project engineer obtains documentation verifying the material was obtained from a regional or district warehouse.
- CSTM&P, when requested to inspect and test, obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, etc.

Special Provision 000

Notice of Contractor Performance Evaluations



1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINITIONS

- 2.1. **Project Recovery Plan (PRP)**—a formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with Title 43, Texas Administrative Code (TAC), §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

- 2.2. **Corrective Action Plan (CAP)**—a formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

In accordance with 43 TAC §9.23, the Division will request a CAP if the average of the Contractor's statewide final evaluation scores falls below the Department's acceptable standards for the review period and will monitor the Contractor's compliance with the established plan.

3. CONTRACTOR EVALUATIONS

In accordance with Title 43, Texas Administrative Code (TAC) §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- Interim evaluations—at or within 30 days after the anniversary of the notice to proceed, for Contracts extending beyond 1 yr., and
- Final evaluation—upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision

on a Contractor's evaluation score and recommendation of action required in a PRP or follow up for non-compliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. APPEALS PROCESS

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.

Special Provision 000

Certificate of Interested Parties (Form 1295)

Submit a Form 1295, "Certificate of Interested Parties," in the following instances:

- at contract execution for contracts awarded by the Mobility Authority;
- at any time there is an increase of \$300,000 or more to an existing contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing contract.

Form 1295 and instructions on completing and filing the form are available on the Texas Ethics Commission website.

Special Provision to Item 000

Schedule of Liquidated Damages



The dollar amount of daily contract administration Liquidated Damages per Working Day is \$

In addition to the amount shown above, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 1

Abbreviations and Responsibilities

Item 1, "Abbreviations and Definitions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1. is supplemented with the following:

1.0. General Statement:

For this Contract, the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, November 1, 2014 (the "Texas Standard Specifications"), all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by the Texas Department of Transportation ("TxDOT"), or any predecessor or successor thereto, which are applicable to this Contract, are hereby modified with respect to the terms cited below and no others are changed hereby.

The term "State", "State of Texas", "State Highway Agency", "State Highway Department Of Texas", "State Department of Highways and Public Transportation", "Texas State Department Of Highways and Public Transportation", "Texas Department of Transportation", "Department", "Texas Turnpike Authority", "State Department of Highways and Public Transportation Commission", "Texas Department of Transportation Commission", "Texas Transportation Commission", or "State Highway Commission", shall, in the use of The Texas Standard Specifications, Special Provisions and Special Specifications and General Notes and Specification Data pertaining thereto, and required contract provisions for Federal-Aid construction contracts, for all work in connection with Central Texas Regional Mobility Authority, projects and all extensions enlargements, expansions, improvements, and rehabilitations thereto, be deemed to mean Central Texas Regional Mobility Authority, unless the context clearly indicates a contrary meaning.

Article 2, "Abbreviations," is supplemented with the following:

CTRMA Central Texas Regional Mobility Authority

Article 3.28., "Commission", is voided and replaced by the following:

3.28. Commission. The Central Texas Regional Mobility Authority Board or authorized representative.

Article 3.32., "Construction Contract", is voided and replaced by the following:

3.32. Construction Contract. The agreement between the Central Texas Regional Mobility Authority and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract Documents.

Article 3.45., "Debar (Debarment)", is voided and replaced by the following:

3.45. Debar (Debarment). Action taken by the Mobility Authority, federal government or state government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

Article 3.47., "Department", is voided and replaced by the following:

3.47. Department. Central Texas Regional Mobility Authority, unless the context clearly indicates a contrary intent and meaning.

Article 3.48., "Departmental Material Specifications", is voided and replaced by the following:

3.48. Departmental Material Specifications (DMS). Reference specifications for various materials published by the Texas Department of Transportation Construction Division.

Article 3.54., "Engineer", is hereby deleted and replaced by the following:

3.54 Engineer. The Central Texas Regional Mobility Authority Coordinator or their duly authorized representative.

Article 3.73., "Letting Official", is hereby deleted and replaced by the following:

3.73. Letting Official. An employee of the Central Texas Regional Mobility Authority empowered by the Central Texas Regional Mobility Authority to officially receive bids and close the receipt of bids at a letting.

Article 3.79., "Manual of Testing Procedures", is voided and replaced by the following:

3.79. Manual of Testing Procedures. Texas Department of Transportation manual outlining test methods and procedures maintained by the Materials and Pavements Section of the Construction Division.

Article 3.102., "Proposal Form", is voided and replaced by the following:

3.012. Proposal Form. The document issued by the Central Texas Regional Mobility Authority for a proposed Contract that includes:

- the specific locations (except for non-site-specific work) and description of the proposed work;
- an estimate of the various quantities and kinds of work to be performed or materials to be furnished;
- a schedule of items for which unit prices are requested;
- the number of working days within which the work is to be completed (or reference to the requirements); and
- the special provisions and special specifications applicable to the proposed Contract.

Article 3.108., "Referee Tests", is voided and replaced by the following:

3.108. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is the Texas Department of Transportation Construction Division Materials and Pavement Section, or mutually agreed to 3rd party commercial laboratory.

Article 3.129., "State", is voided and replaced by the following:

3.129. State. Central Texas Regional Mobility Authority.

3.156. Mobility Authority. The Central Texas Regional Mobility Authority, an agency created under Texas Transportation Code Chapter 370 and approved by the Texas Transportation Commission, together with its members, partners, employees, agents officers, directors, shareholders, representatives, consultants, successors, and assigns. The Mobility Authority's principal office is presently located at 3300 N. I-35, Suite 300, Austin, Texas 78705.

3.157. Bid Form. The form provided by the Mobility Authority used by the bidder to submit a bid. Electronic bid forms for the project shall be submitted via the project's CivCast website.

3.158. Full Completion of all Work (or to Fully Complete all Work). The completion of all work specified under this Contract as evidenced by the Formal Acceptance thereof by the Mobility Authority.

3.159. Standards. Whenever the Plans and/or Specifications refer to "Standard Sheets" or "Design Details" such reference shall be construed to mean the set of drawings issued by the Design Divisions, Texas Department of Transportation, and entitled "Standard Sheets". Only those standards or standard drawings specifically referred to by number on the Plans or in the various Contract Documents are applicable to work on this Contract.

Whenever in the various Contract Documents term, "Department" or "State" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority." Similarly, the term, "Executive Director" shall be replaced by the term, "Central Texas Regional Mobility Authority Coordinator".

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "Department" or "Texas Department of Transportation" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority," except in references to said Texas Department of Transportation as being the author of certain Specifications and Standard Drawings, and in reference to said Department as the agency prequalifying prospective Bidders.

Whenever in the Texas Department of Transportation Specifications and Standard Drawing the term, "District Engineer" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority Coordinator".

3.160. Substantial Completion. Substantial Completion shall be defined as occurring when all of the following conditions are met:

- All project work requiring lane or shoulder closures or obstructions is completed, and traffic is utilizing the lane arrangement as shown on the plans for the finished roadway.
- All signs, traffic control devices, and pavement markings are in their final position at this time.
- All sidewalks are opened for public use.

3.161. Provisional Award. Award given by the Mobility Authority to the Contractor after the Board of Directors approves the contract and is contingent on TxDOT approval. The Contractor is not required to provide bonds, insurance or their SBE Commitment Agreement Form.

Special Provision to Item 2

Instructions to Bidders

Item 2, "Instructions to Bidders" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.3., "Issuing Proposal Forms," first two sentences are replaced with the following:

Mobility Authority will issue an Official Bid Form to a prequalified Bidders. The online bid form will be made available to the prequalified bidders on the CivcastUSA website: <https://www.civcastusa.com/project/6227d063ce70832257d9e630/summary>

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Allen.Yu@atkinsglobal.com and Carlos.Sepulveda@atkinsglobal.com and include a phone number, email address and physical address for point of contact.

Article 2.3., "Issuing Proposal Forms," is supplemented by the following:

The Department may not issue a proposal form if one or more of the following apply:

- The Contractor has been defaulted in accordance with Article 8.7., "Default of Contract" (a default for performance) on a previous Contract with the Department within the last 3 years
- The Contractor is not in compliance with Texas Government Code Sections 2155.089 and 2262.055.

Special Provision to Item 2

Instructions to Bidders



Item 2, "Instructions to Bidders," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.3., "Issuing Proposal Forms," is supplemented by the following:

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project, but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security's (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

Article 2.7., "Nonresponsive Bid," is supplemented by the following:

- the Bidder failed to participate in the Department of Homeland Security's (DHS) as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System."

Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is added.

The Department will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the contract. In addition, in accordance with paragraph six of Article 8.2, "Subcontracting," include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear on the DHS E-Verify system prior to award, the Department will notify the Contractor that they must submit documentation showing that they are compliant within 5-business days after the date the notification was sent. A Contractor who fails to comply or respond within the deadline will be declared non-responsive and the Department will execute the proposal guaranty. The proposal guaranty will become the property of the State, not as a penalty, but as liquidated damages. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Department may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the Department is able to verify the Bidder's participation in the DHS E-verify system. For the Bidder who is not registered in E-Verify, the Department will allow for one business day after notification to provide proof of registration.

If the Department is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system within one calendar day:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Department will reject all bids, and
- the new apparent low Bidder will remain eligible to receive future proposals for the same project.

Special Provision to Item 3

Award and Execution of Contract

Item 3, "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 1, "Award of Contract," is deleted in its entirety and replaced with the following:

The Mobility Authority will award or reject the Contract within 60 calendar days after the opening of the proposal at the sole discretion of the Mobility Authority.

Article 4.3., "Insurance," is supplemented by the following:

The Contractor shall be the named insured, and the following entities shall be additional insureds on a primary and non-contributory basis: Central Texas Regional Mobility Authority, Texas Department of Transportation.

These entities shall be additional insureds to this policy with respect to liability arising out of the acts, errors, and omissions of any member of the Contractor and Subcontractors whether occurring on or off of the site, notwithstanding any other provisions of the Contract Documents, the project policy shall not be canceled, except for non-payment of premium, fraud, material misrepresentation, or noncompliance with reasonable loss control recommendations.

The Authority Board, the Authority, Texas Department of Transportation, the State of Texas, the Commission and their respective successors, assigns, officeholders, officers, directors, commissioners, consultants and employees shall be listed as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

Table 2 is deleted in its entirety and replaced with the following:

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Including products/completed operations liability and contractual liability , in the amount of \$1,000,000 per occurrence for bodily injury and property damage
Business Automobile Policy	In the amount of \$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Providing statutory benefits, and Employers Liability with limits of \$1,000,000
Excess Liability Insurance	In the amount of \$5,000,000 per occurrence and aggregate

Special Provision to Item 3 Award and Execution Contract



Item 3, Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 4.3, "Insurance." The first sentence is voided and replaced by the following:

For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with Contract requirements. For routine maintenance Contracts, refer to Article 8, "Beginning of Work."

Article 8, "Beginning of Work." The first sentence is supplemented by the following:

For a routine maintenance Contract, do not begin work until a certificate of insurance showing coverages in accordance with the Contract requirements is provided and accepted.

Special Provision to Item 4

Scope of Work

Item 4, "Scope of Work," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.4., "Changes in the Work," Delete the following paragraph:

"If the changes in quantities or the alternations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit price exists, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

and replace with the following:

"The Engineer may require deviations to the Work through a written directive. Payment for the deviations and quantity overruns will be made through the Contingency Allowance. Deviations and quantity overruns will be paid for at the unit prices submitted at the bidding stage. Deviations requiring new unit prices will be negotiated and made through the Contingency Allowance. Costs exceeding the Contingency Allowance will be addressed using the change order process.

Upon completion of the Work, the total contract value will be adjusted to provide for the difference, if any, between the total amount of expenditures from the Contingency Allowance and the original amount of the Contingency Allowance. The Contractor is not entitled to all or any part of an unexpended balance of the Contingency Allowance.

When changes are made that do not fall under the Contingency Allowance, the Contract will be amended by a Change Order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

Article 4.6., "Requests for Additional Compensation and Damages," is supplemented by the following:

"Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule."

Special Provision to Item 5

Control of the Work



Item 5, "Control of the Work," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.1, "Authority of Engineer," is voided and replaced by the following.

The Engineer has the authority to observe, test, inspect, approve, and accept the work. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- conducting interim performance evaluations requiring a Project Recovery Plan, in accordance with Title 43, Texas Administrative Code (TAC) §9.23,
- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Department's administrative costs, including additional project-specific liquidated damages when specified in the Contract in accordance with 43 TAC §9.22,
- withholding estimates,
- declaring the Contractor to be in default of the Contract, and
- in case of a Contractor's failure to meet a Project Recovery Plan, referring the issue directly to the Performance Review Committee for consideration of further action against the Contractor in accordance with 43 TAC §9.24.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

Special Provision to Item 5

Control of the Work



Item 5, "Control of the Work" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.4, "Coordination of Plans, Specifications, and Special Provisions," the last sentence of the last paragraph is replaced by the following:

Failure to promptly notify the Engineer will constitute a waiver of all contract claims against the Department for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

Special Provision to Item 6

Control of Materials

For this project, Item 6, "Control of Materials," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1., "Source Control," is supplemented by the following:

The use of convict-produced materials is prohibited per 23 CFR 635.417.

There shall be no local preference for the purchasing of materials.

Article 4., "Sampling, Testing, and Inspection," is supplemented by the following:

Quality Control testing of all materials, construction items, or products incorporated in the work shall be performed by the Contractor according to the contract specifications at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Mobility Authority's Construction Representative/Observer in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in the Quality Assurance Plan (QAP). The cost of such tests will be incurred by the Mobility Authority and coordinated by the Mobility Authority's Construction Representative/Observer through funds made available to the Construction Representative/Observer under his/her agreement with the Mobility Authority for the professional services related to construction engineering and inspection on the Project.

Special Provision to Item 6

Control of Materials



Item 6, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 6.10., "Hazardous Materials," is voided and replaced by the following:

Comply with the requirements of Article 7.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Department may contain hazardous materials. Except as noted herein, the Department is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Department will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. Painted Steel Requirements. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following:

10.1.1. Removing Paint From Steel For contracts that are specifically for painting steel, Item 446, "Field Cleaning and Painting Steel" will be included as a pay item. Perform work in accordance with that item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Department will provide for a separate contractor (third party) to remove paint containing hazardous materials prior to or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446, "Field Cleaning and Painting Steel."

10.1.2. Removal and Disposal of Painted Steel. For steel able to be dismantled by unbolting, paint removal will not be performed by the Department. The Department will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Utilize Department cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Department will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in accordance with federal, state and local regulations.

10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) are known to be present. Where ACM is known to exist or where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor prior to or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Department sufficient time for abatement.

The Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

The Department is required to notify the DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure or load bearing member shown on the plans. If the actual demolition or renovation date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. Lead Abatement. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Department for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly but will be subsidiary to pertinent Items.

Special Provision to Item 7

Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7.3., "Laws To Be Observed", Article 7.5., "Patented Devices", Article 7.12., "Responsibility For Hazardous Materials", and Article 7.15., "Responsibility For Damage Claims", "State" is voided and replaced by "Central Texas Regional Mobility Authority and TxDOT".

Article 7.3., "Laws To Be Observed," is supplemented by the following:

By entering into Contract, the Contractor agrees to provide or make available to the Department records, including electronic records related to the Contract for a period of 3 years after the final payment. No person or entity other than TxDOT may claim third -party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

Article 7.15., "Responsibility For Damage Claims," the last paragraph is deleted and not replaced.

Special Provision to Item 7

Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.7.2., "Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3)," is voided and replaced by the following:

7.2. Texas Pollution Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).

7.2.1. Projects with less than one acre of soil disturbance including required associated project specific locations (PSL's) per TPDES GP TXR 150000.

No posting or filing will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3.

7.2.2. Projects with one acre but less than five acres of soil disturbance including required associated PSL's per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activity in the right of way. The Department will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a Primary Operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activity in the right of way. In addition to the Department's actions, the Contractor will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans. The Contractor will be responsible for Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed.

7.2.3. Projects with 5 acres or more of soil disturbance including required associated PSL's per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activities in the right of way. The Department will post a large site notice, file a notice of intent (NOI), notice of change (NOC), if applicable, and a notice of termination (NOT) along with other requirements per TPDES GP TXR 150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a primary operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activities in the right of way. In addition to the Department's actions, the Contractor shall file a NOI, NOC, if applicable, and NOT and post a large site notice along with other requirements as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor

being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans.

Special Provision to Item 007

Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below.

Section 2.6., "Barricades, Signs, and Traffic Handling," the first paragraph is voided and replaced by the following:

- 2.6. **Barricades, Signs, and Traffic Handling.** Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices that conform to the details shown on the plans, the TMUTCD, and the Department's Compliant Work Zone Traffic Control Device List maintained by the Traffic Safety Division. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

Section 2.6.1., "Contractor Responsible Person and Alternative," is voided and replaced by the following:

- 2.6.1. **Contractor Responsible Person and Alternative.** Designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 2.6.5., "Training."

Section 2.6.2, "Flaggers," the first paragraph is voided and replaced by the following:

- 2.6.2. **Flaggers.** Designate in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Section 2.6.5, "Training," is voided and replaced by the following:

- 2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" Material Producer List.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a frequency instead of the period prescribed based on the Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. Ensure the following is included in the certification of completion:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a Department-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Ensure the log is legible and includes the following:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. **Contractor-developed Training.** Develop and deliver Contractor-developed training meeting the minimum requirements established by the Department. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the Department-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

2.6.5.1.1. **Flagger Training Minimum Requirements.** A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Optional Contractor-developed Training for Other Work Zone Personnel.** For other work zone personnel, the Contractor may provide training meeting the curriculum shown below instead of Department-approved training.

Minimum curriculum for Contractor-provided training is as follows:

Contractor-developed training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- The Life You Save May Be Your Own (or other similar company safety motto).
- Purpose of the training.
 - It's the Law.
 - To make work zones safer for workers and motorist.
 - To understand what is needed for traffic control.
 - To save lives including your own.
- Personal and Co-Worker Safety.
 - **High Visibility Safety Apparel.** Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
 - **Blind Areas.** A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintain eye contact with equipment operators; and use of hand signals.
 - **Runovers and Backovers.** Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic and if you must then use a spotter; and stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect four plus feet when struck by a vehicle.
 - Look out for each other, warn co-workers.
 - Be courteous to motorists.
 - Do not run across active roadways.
 - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
 - Workers must be made aware of company distracted driving policies.
- **Night Time Operations.** Focus should be placed on projects with a nighttime element.

- **Traffic Control Training.** Basics of Traffic Control.
 - Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
 - Emphasize that work zone traffic control devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
 - **Channelizing Devices and Barricades with Slanted Stripes.** Stripes are to slant in the direction you want traffic to stay or move to; demonstrate this with a device.
 - **Traffic Queuing.** Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
 - **Signs.** Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.

Special Provision to Item 8

Prosecution and Progress

Item 8, "Prosecution and Progress," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.5., "Project Schedules" is supplemented by the following

The progress schedule required for this project is the critical path method schedule (CPM schedule) as described herein. The Contractor shall prepare and submit for review and acceptance a cost loaded schedule of proposed working progress for the entire contract duration. The Engineer will provide a template with milestones from other contracts and non-construction activities for the Contractor to use in the development of their schedule. The Engineer shall also provide a Work Breakdown Structure (WBS) as well as the required report layouts for the Contractor to use to develop the progress schedule for this Contract.

Immediately after receipt of notice of award, the Division Engineer and the Contractor will establish a mutually agreeable date on which the preconstruction meeting will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the preconstruction conference.

After work on the project has begun, construction conferences will be held periodically. The construction conferences are to be scheduled at times that are mutually agreeable to both the project superintendent and the Resident Engineer. It shall be the superintendent's responsibility to attend the conferences.

Section 8.5.2 "Progress Schedule" is supplemented by the following:

The Contractor shall provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date and any interdependent milestones identified by the Engineer or required by Contract. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity.

Section 8.5.3 "Schedule Format" is supplemented by the following:

The Contractor shall use a compatible version of Oracle Primavera P6 or comparable scheduling software to generate the CPM schedule. It is the Contractor's responsibility to verify with the Engineer the software and version being used for this project and shall maintain the required version for the entire contract duration. The use of Microsoft Project and Primavera Project Planner (P3) and other scheduling software is prohibited.

The progress schedule shall contain the following Administrative Identifier Information:

- (1) Project Name
- (2) Contract Number
- (3) Date of Contract
- (4) Construction Completion Date
- (5) Contractor's Name
- (6) Contractor's Contact Information

The CPM schedule must reflect the scope of work and include the following:

- (1) Clear identification of tasks to be completed based on Section or Special Provisions included in the Project Manual and as listed in Pay Items, including subcontractor work activities.
- (2) Include calculations of resources required (Cost, Labor, Equipment) for constructing all facilities within the Contract duration. Specific calculations shall be provided to show quantities, manpower / crews, and equipment to support the critical path. The Contractor shall be capable of calculating the maximum crew size anticipated if any activities become critical, so the Contractor is prepared when a critical path changes or a new path occurs.
- (3) Float for each Activity.
- (4) Activities for submittals (shop drawings).
- (5) Punchlist activities with sufficient duration for the Engineer's inspection and acceptance before the final completion date
- (6) Activities for submittal review time by the Engineer, including time range showing start and end dates.
- (7) Working and shop drawing preparation, submittal, and review for acceptance.
- (8) Material and equipment procurement, fabrication and delivery; identify any long lead items as separate activities.
- (9) Owner furnished and/or installed materials and equipment shall be identified as separate activities.
- (10) NTP / Start of construction
- (11) Required phasing
- (12) Maintenance of traffic requirements as required by the contract (if any)
- (13) Intermediate completion dates (if any)
- (14) Identified interdependent milestones (if any)
- (15) Seasonal limitation/observation periods/moratoriums
- (16) Beginning and end of each traffic control work area and road openings
- (17) Other similar activities and project milestones established in the Contract Documents.
- (18) Substantial Completion Date
- (19) Final Acceptance Date
- (20) All required Reports layouts as requested by the Engineer

Section 8.5.4 "Activity Format" is supplemented by the following:

Activity requirements are discussed in further detail as follows:

- (1) Activity Identification (ID) - Assign each activity a unique identification number. The format for the identification number will be provided by the Engineer. All activities must begin with the same activity ID prefix as provided by the Engineer.
- (2) Activity Description - Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."
- (3) Activity Codes – The Engineer will provide the activity code dictionary in the template. The Contractor will assign the appropriate codes to each activity.
- (4) Activity Original Duration - Assign a planned duration in working days for each activity. Do not exceed a duration of 10 working days for any activity unless accepted by the Engineer. Each activity shall have a minimum duration of 1 working day. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- (5) Finish-to-Start Relationships - Unless allowed in writing by the Engineer, use only finish-to-start relationships with no leads or lags to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
- (6) Calendars – The Engineer will provide pre-defined calendars as part of the template. The Contractor shall assign these pre-defined calendars to the appropriate activities. The Contractor may create new projectspecific

- calendars to represent their standard work schedule using the pre-defined calendars as a basis. The Contractor may not edit pre-defined calendars.
- (7) Constraints – Unless allowed in writing by the Engineer, do not use constraints in the schedule.
 - (8) Resources – Manpower and equipment shall be reflected for all activities. Incidental costs to construction shall be equally spread out across all activities. Front loaded schedules are not allowed.
 - (9) The schedule shall show the total cost of performing each activity and shall include the total labor, material, equipment and general conditions.
 - (10) The sum of cost for all activities shall equal the total Contract.
 - (11) The summed value of that portion of the activities allocated to each Contract bid item shall equal the total value of the corresponding Contract bid item.
 - (12) The Contractor shall allocate a value for unit price or lump sum contract bid items to each activity in the schedule. No Lump sum amounts should exceed \$100,000.

Section 8.5.5.2 “Critical Path Method” The first paragraph is voided and replaced by the following:

The Contractor shall submit the baseline CPM schedule in a bar chart format showing the critical path in red, using both hard copy and in electronic formats. Electronic formats shall be compatible with the Engineer’s computer systems. Also, submit the following information:

- (1) Written narrative – Explains the sequence of work, the controlling operations, intermediate completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies, railroads and other third party entities will be performed. The narrative shall itemize and describe the critical path (i.e. access limitations, constraints, shift work), and compare early and late date or Contract Milestone activities, and describe any critical resources.
- (2) CPM Schedule in a Bar Chart Format – Include the Administrative Identifier Information discussed above on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Changes to Duration, Total Float, Early Start Date, Early Finish Date, and Calendar Name. Use arrows to show the relationships among activities.
- (3) Identify the critical path of the project on the bar chart. The critical path is defined as; 1) the sequence of activities that must be completed “on time” to ensure that the project finished on time. 2) the longest path of activities in the project that determines the project finish date.
- (4) No more than 10% of activities may be critical or near critical. Critical Activities will have a total float equal to zero. “Near critical” is defined as float in the range of 1 to 10 working days.
- (5) Six Week Look Ahead CPM Schedule in a Bar Chart Format – This schedule will have all the same requirements of the CPM schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six-week period of the data date.
- (6) Logic Diagram – Submit a diagram in PERT chart format showing the logic of the CPM schedule.
- (7) Activity ID Sort – Submit a listing of all activities included in the CPM schedule sorted by ascending Activity Identification Number.
- (8) Total Float Sort – Submit a listing of all activities included in the CPM schedule sorted by increasing total float and by early start date.
- (9) All float belongs to the Project and is a shared commodity between the Contractor and the Mobility Authority and is not for the exclusive use or benefit of either party. The Contractor shall notify the Engineer in writing for acceptance before using any float.
- (10) Detailed Predecessor/Successor Sort – Submit a listing of all activities included in the CPM schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.
- (11) Scheduling Statistics Report – Submit a report of CPM schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.

- (12) A resource curves / Metric tracking reports (EVM) corresponding to the milestones and work activities established above.

Section 8.5.5.2.2 “Baseline Schedule” The second paragraph is voided and replaced by the following:

The Contractor shall submit a progress schedule for the entire duration of the Contract to the Engineer 30 calendar days following the contract award date. After review of the schedule the Engineer shall schedule a Baseline CPM Schedule meeting with the Contractor to review the schedule and identify any changes or corrections. Within 7 calendar days of the CPM Schedule meeting, the Contractor shall make any necessary adjustments to address all review comments and resubmit network diagrams and reports for the Engineer’s review. The complete baseline schedule shall be submitted and accepted no later than (45) forty-five days after contract award date. The complete progress schedule shall be accepted by the Engineer before any payments will be processed for the project.

Section 8.5.5.2.3 “Progress Schedule” is supplemented by the following

The Engineer may withhold pay estimates if the updated CPM schedule is not submitted as required by this section. For each updated CPM schedule, identify the actual start and finish dates for all completed activities, the actual start date and remaining duration for all activities in progress, the difference in duration of all activities since the last update and any exceptional reports associated with the update. Only accepted changes will be incorporated into the monthly progress schedule update. The schedule should represent the actual work performed and should be progressed with actuals for all the schedule activities. The final schedule will be utilized as the project actual “As Built” schedule.

Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path. Identify any changes in logic for the updated CPM schedule and submit reasons for changes to the schedule logic. In addition to the written narrative, submit the following with each updated CPM schedule:

- (1) CPM Schedule in Bar Chart Format
- (2) Four Week Look Ahead CPM Schedule in Bar Chart Format
- (3) Logic Diagram
- (4) Activity ID Sort
- (5) Total Float Sort
- (6) Detailed Predecessor/Successor Sort
- (7) Schedule Metrics and Earned Value (Schedule, Cost, Labor) Reports

The Contractor must submit a statement that there were no changes in the schedule logic, activity durations, or calendars since the previous update in lieu of submission of items (3), (5), and (6). Acceptance of schedule updates by the Engineer does not revise the Contract Documents.

A monthly schedule update meeting shall be held each month following Notice to Proceed to review monthly schedule update submittals, critical path items and recovery schedules. The Contractor shall be represented in the meeting by the Contractor’s scheduler, project manager and general superintendent. As necessary the Contractor may be also asked to attend a coordination meeting to discuss the schedule impacts to other contractors.

If the Project completion date changes or if the project schedule overrun is anticipated to exceed 5%, the Contractor shall submit a revised progress schedule to the Engineer for review and acceptance. If plan revisions are anticipated to change the sequence of construction in such a manner as will affect the progress, but not the completion date, then the Contractor may submit a revised progress schedule for review and acceptance. The Project completion date shall remain unchanged.

Section 8.5.5.3 “Notice of Potential Time Impact” is supplemented by the following

“Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule.”

Section 8.5.5 "Schedule Types" is supplemented by the following:

Section 8.5.5.5 Recovery Schedule

If the progress schedule projects a finish date for the Project beyond the original Completion Date, the Contractor shall submit a revised schedule showing a plan to finish by the original Completion Date. The Mobility Authority will withhold Pay Estimates until the Engineer accepts the revised schedule. No additional compensation for developing and executing a recovery schedule(s) shall be reimbursed to the Contractor. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

- (1) In the event Work or related construction activities shown on the Contractor's Progress Schedule fall behind schedule to the extent that dates established as contractual Completion Dates are in jeopardy, the Contractor shall prepare and submit to the Engineer, at no additional cost or time to the Mobility Authority, a Recovery Schedule showing intent to remedy delays and to regain originally scheduled time of completion of Work within a timely manner. This includes delays due to unforeseen conditions.
- (2) Recovery Schedule shall be submitted in such form and detail appropriate to the delay or delays, explaining and displaying how the Contractor intends to reschedule those activities and reestablish compliance with the accepted baseline Construction Progress Schedule during the immediate subsequent pay period or as permitted by Engineer. This shall include a schedule diagram comparing the original and the revised sequence of activities, identifying all affected activities.
- (3) Upon determining the requirement for a Recovery Schedule:
 - a. Within five (5) calendar days, the Contractor shall present to Engineer a proposed Recovery Schedule. The Recovery Schedule shall represent the Contractor's best judgment as to how to best reorganize the Work and achieve progress to comply with the accepted Construction Progress Schedule.
 - b. Changes to Contractor's means and methods, such as increased labor force, working hours, overtime, additional equipment and other means shall not constitute the basis for changes to the Contract Sum or Contract Time.
 - c. Recovery Schedule shall show remedies to bring Work back on schedule up-to-date within the immediate subsequent pay period.
 - d. The Recovery Schedule shall be prepared to a similar level of detail as the Construction Progress Schedule.
 - e. Five (5) calendar days prior to the expiration of the Recovery Schedule, Contractor shall document to the Engineer that the Work schedule has regained, or is on-track to regain, compliance with the Construction Progress Schedule.
- (4) Failure to submit Recovery Schedule in a timely manner may result in Termination of the Contract for Cause as determined by the Engineer.
- (5) Failure to achieve compliance with the accepted Construction Progress Schedule despite implementing Recovery Schedule may result in Termination of the Contract for Cause as determined by the Engineer.
- (6) Termination of Contract For Cause: In the event Contractor defaults on the terms of the Contract, including failure to maintain the Construction Progress Schedule, Engineer will assess the level of completion of the Work achieved by the Contractor and compare amount of available funds against anticipated costs required for the Mobility Authority to complete the Work, including anticipated Liquidated Damages resulting from delay, if any. Engineer will determine amount of payment due to Contractor for Work completed prior to date of Termination of Contract for Cause, if any. In the event available funds are not sufficient for the Mobility Authority to complete the Work, the Mobility Authority will withhold such funds from the amount due the Contractor.
- (7) If, in the opinion of the Engineer, the Contractor has sufficiently regained compliance with the Construction Progress Schedule, the use of the Construction Progress Schedule will be resumed. Contractor shall update and submit the Construction Progress Schedule clearly identifying Work to date and how the Contractor intends to achieve timely completion for the remainder of the Work in accordance with the Construction Documents.

Special Provision to Item 8 Prosecution and Progress



Item 8, "Prosecution and Progress" of the Standard Specification is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.2., "Subcontracting," is supplemented by the following paragraph, which is added as paragraph six to this article:

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is not registered in the Department of Homeland Security's (DHS) E-Verify system. Require that all subcontractors working on the project register and require that all subcontractors remain active in the DHS E-Verify system until their work is complete on the project.

Special Provision to Item 8 Prosecution and Progress



Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.7.2., "Wrongful Default," is revised and replaced by the following:

If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8.8 "Termination of Contract."

Special Provision to Item 9

Measurement and Payment

Item 9, "Measurement and Payment," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 9.5., "Progress Payments," Delete this section of the Specifications in its entirety and substitute with the following:

Partial payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Partial payments will be made on the value of work performed based on approximate estimates prepared by the Engineer, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than Five-hundred Dollars (\$500.00).

The Engineer will review the partial payment estimate with the Contractor's representative prior to each partial payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate voucher or any sum or sums thereof from such vouchers in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

Article 9.8., "Retainage," is supplemented with the following:

The Mobility Authority shall not withhold funds from payments to be made to Contractor for the Work until such time as 95% of the Adjusted Contract Price has been paid to the Contractor. Following completion of and payment for 95% of the Adjusted Contract Price, the Mobility Authority shall withhold, the remaining 5% of the Adjusted Contract Price pursuant to the terms described below.

The remaining 5% for the Work, subject to reduction as specified below, shall be held by the Mobility Authority until Final Acceptance. At such time, and provided the Contractor is not in breach or default hereunder, the Mobility Authority shall release to Contractor all withheld in connection with the Work other than amounts applied to the payment of Losses or which the Mobility Authority deems advisable, in its sole discretion, to retain to cover any existing or threatened claims. The Contractor must further warrant, to the satisfaction of the Mobility Authority, that there are no outstanding claims or liens by any subcontractors or other parties with respect to the Work.

The prime contractor shall make full payment of amounts due to subcontractors within 10 calendar days following the satisfactory completion of the subcontractor's work. Satisfactory completion of the subcontractor's work shall be defined as approval, acceptance, and payment for the subcontractor's work by the Mobility Authority including the submittal and acceptance of all information, deliverables or other documents required by the contract.

Prior to the release of the remaining 5% by the Mobility Authority pursuant to the terms hereof, such amounts shall be held by the Mobility Authority. Upon the release of the remaining 5%, the Contractor shall not be entitled to any interest income that has accrued upon the amounts of the remaining 5% released to Contractor.

Article 9.9., "Payment Provisions for Subcontractors," is supplemented with the following:

The Mobility Authority may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Special Provision to Item 9

Measurement and Payment



Item 9, "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 9.7.1.4.3., "Standby Equipment Costs," is voided and replaced by the following:

7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that the 15% markup will not be allowed and that:

Section 7.1.4.3.1., "Contractor-Owned Equipment," is voided and replaced by the following:

7.1.4.3.1. **Contractor-Owned Equipment.** For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

$$\text{Standby rate} = (\text{FHWA hourly rate} - \text{operating costs}) \times 50\%$$

- If an hourly rate is needed, divide the monthly *Equipment Watch* rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

Special Provision to Item 502

Barricades, Signs and Traffic Handling



Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.1., "Description," is supplemented by the following:

Temporary work-zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH may continue to be used throughout their normal service lives. An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices are not approved, or are not self-certified after the December 31, 2019, date. In such case, devices that meet NCHRP-350 or MASH-2009 may be used regardless of the manufacture date.

Such TWZ traffic control devices include: portable sign supports, barricades, portable traffic barriers designated exclusively for use in temporary work zones, crash cushions designated exclusively for use in temporary work zones, longitudinal channelizers, truck and trailer mounted attenuators. Category I Devices (i.e., lightweight devices) such as cones, tubular markers and drums without lights or signs attached however, may be self-certified by the vendor or provider, with documentation provided to Department or as are shown on Department's Compliant Work Zone Traffic Control Device List.

Article 502.4., "Payment," is supplemented by the following:

Truck mounted attenuators and trailer attenuators will be paid for under Special Specification, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable Changeable Message Signs will be paid for under Special Specification, "Portable Changeable Message Sign." Portable Traffic Signals will be paid for under Special Specification, "Portable Traffic Signals."

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 506.1., "Description," is voided and replaced by the following:

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) or as directed. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications. Erosion and sediment control devices must be selected from the "Erosion Control Approved Products" or "Sediment Control Approved Products" lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations.

Article 506.3., "Qualifications, Training, and Employee Requirements," is voided and not replaced.

Section 506.4.1., "Contractor Responsibilities," Section 506.4.2., "Implementation," and Section 506.4.3., "General," are voided and replaced by the following:

4.1. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation.**

4.2.1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General.**

4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

- 4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice as approved.
- 4.3.3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained as approved.
- 4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only in approved contained areas. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

Section 506.4.4., "Installation, Maintenance, and Removal Work." The first paragraph is voided and replaced by the following.

Perform work in accordance with the SWP3, and according to the manufacturers' guidelines. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

Section 506.4.5., "Monitoring and Documentation," is voided and not replaced.

Section 506.6.5.2., "Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures," is voided and replaced by the following:

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

Special Provision to Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4. "Measurement", is voided and replaced by the following:

- 4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. A day will be measured for each TMA/TA set up and operational on the worksite.
- 4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

Special Specification 4079

Prestressed Ground Anchors



1. DESCRIPTION

Install post-tensioned permanent ground anchors in place, with grouting as required in accordance with the plans and these specifications. Ensure the ground anchors provide the load carrying capacities that will develop the load as required in the plans and the approved working drawings and in accordance with the testing requirements of this specification.

The Contractor has the option of furnishing any type of post-tensioning system and choose anchor diameter to develop the required load and meeting the requirements of these specifications. The Contractor may also propose to use proprietary systems, which do not conform to all provisions of this specification, if the concept is approved by the Engineer. The system selected must provide the magnitude and distribution of design prestressing force and minimum ultimate strength required by the plans without exceeding allowable temporary stresses. If Contractor cannot provide the load carrying capacities in accordance with the plans, additional anchors shall be installed. The Contractor has the option to change the anchoring procedure with the approval of the Engineer as long as the required load carrying capacity is achieved. Ensure design procedures, coefficients, and allowable stresses are in accordance with the latest Standard AASHTO Specifications for Highway Bridges.

2. MATERIALS

Provide materials required for use under this Item conforming to Table 1:

Table 1
Materials

Material	Conform to Item
Structural Steel	Item 441 and 442
Prestressing Steel	Item 426
Hydraulic Cement Concrete	Item 421

Provide prestressing steel conforming to one of the following types:

- Seven wire strand conforming to ASTM Designation A416: or.
- High-tensile strength alloy bars conforming to the requirements of ASTM designation A722.

Bars with greater minimum ultimate strength, but otherwise produced and tested in accordance with ASTM Designation A722, may be used provided they have no properties which make them less satisfactory than the specified material.

Wire or strand with greater ultimate strength but otherwise produced and tested in accordance with ASTM designation A416 and A421, and the requirements of this specification, are permitted provided the physical properties as outlined in the applicable specification are shown on the shop drawings and provided they have no properties which make them less satisfactory than the specified material.

Each ground anchor tendon is either a single bar or group of strands having a common end anchorage used to apply a stressing force to the structural member. Provide coated (unbonded) tendons except the portion which is established as the anchorage length. Coat the tendons a minimum of the unbonded length shown in

the plans. Ensure the anchorage length is bare and completely free of grease or other contaminants. Provide the minimum acceptable anchorage lengths shown in the plans.

Provide end anchorages and tendon couplers that develop at least 100% of the required ultimate strength of the tendon with a minimum elongation of 2%.

Use material for coating unbonded tendons that is non-volatile, low friction mineral oil base grease, with a rust preventing additive having a relatively uniform viscosity in a temperature range of 20 F to 120 F. Provide a protective sheathing around the tendon throughout the coated length consisting of 0.04 in. minimum thickness polyethylene or polyvinyl chloride tubing capable of maintaining the tendon tightly bundled and containing the lubricant.

Provide grout for ground anchors that is a neat cement or sand cement mixture, with a 7-day compressive strength of 3500 psi. Determine grout strengths by testing 2-in. cubes in accordance with Test Method TEX-307-D or 3 in. diameter by 6 in. high cylinders in accordance with Test Method TEX-418-A. Determine the grout strength by testing the initial grout batch. Additional testing is necessary if the grout mixture is modified or if required by the Engineer. If allowed by the Engineer, test results from previous projects using an identical grout mix may be accepted.

Identify the tendons by heat number, or reel number in the case of seven-wire strand, and tag them for identification. Identify anchorage assemblies in a like manner. At the request of the Engineer, furnish specimens for test purposes in accordance with Test Method TEX-710-I. Provide mill test reports for tendons used in permanent anchors.

Test complete tendons for compliance with the requirements of this specification at no expense to the Department and certify the results in writing. In addition, furnish for testing, one specimen of each size of prestressing tendon with end fittings attached at each end for ultimate strength tests only.

Provide a specimen 5 ft. in clear length measured between the ends of the fittings. If the results of the test indicate the necessity of check tests, furnish additional specimens at no cost to the Department. For prestressing systems previously tested and approved on Department projects, complete tendon samples need not be furnished provided there is no change in the material, design, or details previously approved. For the shop drawings or prestressing details, identify the project on which approval was obtained, otherwise sampling will be necessary. For prefabricated ground anchor assemblies, notify the Engineer at least 10 days before installing the end fittings or heading the wires so that sampling and testing may be arranged.

3. PACKAGING, STORING, AND HANDLING

Protect the prestressing steel against physical damage and corrosion from the time of manufacture to grouting or encasing in concrete.

Rust on prestressing steel, which can be removed by light rubbing, is acceptable. Streaks or spots, which may remain after rust removal, are acceptable if no pitting is present. Tight mill scale is acceptable but remove loose mill scale.

Protect prefabricated ground anchor assemblies from moisture by taping, wrapping, or by other acceptable means.

4. EQUIPMENT

Furnish suitable equipment to drill the holes to the diameter, depth, and line as specified in this specification or on the approved working drawings.

Furnish suitable hydraulic jacks for stressing the tendons. Equip jacks with gauges graduated to read directly to one percent of the total load applied, and calibrated to measure accurately the stress induced in the steel.

Provide jacks with a stroke of adequate length so that the stressing, including temporary overstress, can be done in one movement. Equip them with proper ports or windows for adequate visual examination and measurement of tendon movement. Ensure they are also capable of slow release of stress to allow relaxation from overstress to the proper seating force.

Furnish a grout mixer and pump of sufficient capacity to properly place grout in the quantities required.

5. WORKING DRAWINGS

Submit working drawings (i.e. shop drawings) for the ground anchors a minimum of one month prior to the installation of the ground anchors. Provide the details containing the necessary information for construction including:

- 5.1. **Prestressing Details.** On the drawings show details of type, size, number of units per ground anchor, ground anchor diameter, inclination, forces applied per anchor, end anchorage systems, grouting and venting ports, grouting procedure, acceptable elongation, temporary overstress, and other information necessary to properly complete the work.

On these details show the method of support for the ground anchors to insure that the proper location in the center of the hole can be maintained.

- 5.2. **Anchor Layout.** Provide drawings showing the layout of the anchors and required load.

Electronically submit working drawings formatted to fit standard 11x17 sheets in accordance with TxDOT's "Guide to Electronic Shop Drawing Submittals".

6. CONSTRUCTION

- 6.1. **General.** Before stressing the anchors, furnish certified copies of load calibration curves on the jacks and gauge systems to be used in the work. Recalibrate the stressing systems when required by the Engineer.

- 6.2. **Drilling.** Drill the hole within +/- 3 degrees from the line specified on the approved working drawings.

- 6.3. **Grouting.** Clear the hole of debris before placing the tendon. Insert the tendon in the hole and use supports to ensure that the tendon is centered in the hole with a maximum 1 in. of sag between the supports. Provide a grouting pipe that allows placing the grout from the bottom of the hole. Before beginning to pump the grout, check the grout tubes to ensure they are clear. When the tendon is grouted through the center of a hollow auger, no grout tube or centralizers are required as long as grout pressure is maintained while withdrawing the auger.

Grout the anchors immediately after placing them in the hole. Pump the grout from the bottom of the hole toward the top, continuously under pressure, until the grout is within approximately one foot of the top of the hole. Grout the hole full length in one stage with clearance provided between the grout and the tendon anchorage.

If the grout level in the hole cannot be maintained, withdraw the tendon and redrill the hole after at least 24 hours have passed.

Record the data shown in Table 2 concerning the grouting:

Table 2
Grouting Data to Record

Water-cement ratio
Types of additives
Types of cement
Volume of grout
Type of Mixer

- 6.4. **Corrosion Protection.** The Contractor shall provide “Double Corrosion Protection”, in which the post-tensioned strand or bar is encapsulated in a corrugated plastic sheath (>40 mil) and cement grout annulus. This detail will be submitted to the Engineer for review and approval.
- 6.5. **Post-Tensioning.** Do not begin post-tensioning until the concrete in the associated structural members has reached the design strength specified.

Provide suitable means for measuring the movement of the anchor head to the nearest 0.001 in.

Indicate on the prestressing details, a sequence of post-tensioning that prevents overstressing the structural member.

Ensure the prestressing details submitted reflect the following general tensioning procedure modified as required for each particular installation, unless otherwise required by the plans.

- Tendons in the sequence designated in the Prestressing Details.
- Perform initial tensioning to take the slack out of the tendons at 10% of the maximum tensioning load unless otherwise shown on the approved Prestressing Details.
- After the initial tensioning, set up an independent reference to measure the anchor movement.

Ensure the movement measured between the maximum proof load and the lock-off load is within the following limits:

- Determine the minimum movement limit based on the elastic elongation calculated using 80% of the unbonded length.
- Determine the maximum movement limit based on the elastic elongation calculated using the entire unbonded length plus 50% of the bonded length.

If the movement measured is not within the above specified limits, the anchor will be rejected. In that case, install a replacement anchor at no cost to the Department.

- Proof load every anchor to not less than 133 percent of its design loading. During the proof loading operation, the prestressing force shall not be more than 80 percent of the guaranteed ultimate strength of the prestressing steel. The duration of the proof loading shall be 2 minutes. Successively apply and record total movements for the following load increments to the test load: 0.25DL, 0.50DL, 0.75DL, 1.00DL, 1.20DL, 1.33DL (i.e., the test load). Hold the test load for 2 min. and record the movement. If the anchor movement exceeds 0.02 in. during the 2 min. hold, proceed as described in the performance test section with the test load held for a total of 60 min. The prestressing force must be transferred (locked-off) at a level of between 10 and 70 percent of its guaranteed ultimate tensile strength as required to provide the design loads shown on the plans.
- Performance testing of 5 percent or a minimum of 3 anchors, whichever is greater, shall be performed in accordance with the following procedures

The performance test shall be made by incrementally loading and unloading the anchor in accordance with the following schedule. All loads except the maximum test load need only be held long enough to obtain the movement reading.

Performance Test Schedule

AL	AL
0.25 DL	0.25 DL
AL	0.50 DL
0.25 DL	0.75 DL
0.50 DL	1.00 DL
AL	1.20 DL
0.25 DL	AL
0.50 DL	0.25 DL
0.75 DL	0.50 DL
AL	0.75 DL
0.25DL	1.00 DL
0.50 DL	1.20 DL
0.75 DL	1.33 DL Maximum Test Load
1.00 DL	AL

AL - Alignment Load; DL - Design Load

The maximum test load will be held for 10 min. Record the anchor movement with respect to a fixed reference at 1, 2, 3, 4, 5, and 10 min. If the movement between 1 min. and 10 min. exceeds 0.04 in., the test will be continued for an additional 50 min. If the test is extended, record the movement at 15, 20, 30, and 60 min. Measure time after reaching the 1.33 DL increment. If the movement exceeds 0.08 in. during the 50 min. hold (i.e. from 10 min. to 60 min.) the anchor will be rejected and considered a failure.

- If anchor fails at a certain pre-assigned location, the Contractor has the option to offset the anchor location at a distance of 3 times the sleeve diameter. The Contractor will submit shop drawings for additional locations for the approval by the Engineer.
- Prior to final grouting, perform lift off tests 48 hr. after the initial tensioning on the first permanent ground anchor and on the same anchors for which performance testing was carried out on. Ensure the lift off load within 10% of the lock off load.
- Perform final grouting of the anchor plate area as indicated on the plans within 3 days after tensioning and lift off tests for an anchor have been completed.

Ground anchors will be considered acceptable if the anchor movement in any testing does not exceed the 0.08 in per log cycle of time. The anchor movements must also fall within the limits stated in Article 6.E.3 above.

Anchors which fail to attain the maximum test load required as stated above may be incorporated into the anchorage system at a load capacity equal to one half their failure loads. The failure load is the load indicated by the pressure gauge 10 min. after failure occurs. Install additional anchors to replace or supplement the failed anchor. The Contractor is responsible for the entire cost of installing any required additional anchors, or changes in the original anchor design.

7. MEASUREMENT

This Item will be measured by linear foot of fully acceptable anchors complete in place.

8. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Prestressed Ground Anchors." This price is full compensation for work performed, materials furnished, labor, tools, equipment, and incidentals. Prestressed ground anchor tests are subsidiary to this item.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6064

Intelligent Transportation System (ITS) Pole with Cabinet



1. DESCRIPTION

Furnish, install, relocate, or remove Intelligent Transportation System (ITS) pole structures and pole mounted cabinets of the various types and sizes at locations shown on the plans, or as directed.

1.1. **ITS Equipment Application.** At a minimum, the ITS pole structure serves as the structural support for the following ITS equipment applications:

- closed circuit television (CCTV),
- fixed video,
- microwave vehicle detector (MVD) or radar vehicle sensing device (RVSD),
- bluetooth equipment,
- wireless radio equipment,
- environmental sensor station (ESS),
- solar power system, and
- pole mounted cabinets.

Ensure the equipment, design, and construction use the latest available techniques with a minimum number of different parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.

Design the equipment for ease of maintenance. All component parts must be readily accessible for inspection and maintenance. The only tools and test instruments required for maintenance by maintenance personnel must be simple hand held tools, basic meters and oscilloscopes.

2. MATERIALS

Provide materials that comply with the details shown on the plans or as directed, the requirements of this Item, and the pertinent requirements of the following Items:

- Item 416, "Drilled Shaft Foundations,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete,"
- Item 441, "Steel Structures,"
- Item 442, "Metal for Structures,"
- Item 445, "Galvanizing,"
- Item 449, "Anchor Bolts,"
- Item 496, "Removing Structures,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors," and
- Item 740, "Graffiti Removal and Anti-Graffiti Coating".

2.1. **Anchor Bolts.** Provide anchor bolts, nuts, and washers that conform with the details shown on the plans, the requirements of this Item, and in accordance with Item 449, "Anchor Bolts."

Furnish "medium strength, mild steel" anchor bolts for anchor bolts 1 in. or less in diameter, unless otherwise shown on the plans. Furnish "alloy steel" anchor bolts for anchor bolts greater than 1 in. diameter, unless otherwise shown on the plans.

- 2.2. **ITS Poles.** Provide material for pole shafts that conforms to the requirements on the plans and the requirements of ASTM A1011 SS Grade 50, A572 Grade 50, A1011 HSLAS Grade 50, or A595 Grade A. Material thicknesses in excess of those stipulated under A1011 will be acceptable providing it meets all other ASTM A1011 requirements and the requirements of this specification. A595 Grade A material must have a minimum of 50 ksi yield strength adjacent to base welds after fabrication.

Fabrication plants that produce steel ITS poles must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification." The Department maintains an MPL of approved ITS pole fabrication plants.

- 2.3. **ITS Pole Mounted Cabinet.** Provide ITS pole mounted cabinets to house ITS field equipment as shown on the plans or as directed. ITS equipment applications inside the cabinet may include, but is not limited to:

- CCTV field equipment,
- fixed video,
- radar vehicle sensing device (RVSD),
- dynamic message sign (DMS) or lane control signal (LCS) controller,
- bluetooth equipment,
- highway advisory radio (HAR),
- media conversion equipment,
- hardened ethernet switch,
- wireless radio equipment,
- environmental sensor station (ESS),
- roadway weather information system (RWIS), and
- solar power system.

Provide the cabinet with fully wired back panels, with all the necessary terminal boards, wiring, harnesses, connectors and attachment hardware for each cabinet location. Place all terminals and panel facilities on the lower portion of the cabinet walls below all shelves.

Typically, an ITS pole mounted cabinet may contain, but is not limited to, the following:

- 19-in. EIA rack,
- adjustable shelves,
- fan and thermostat,
- cabinet light,
- back panel,
- surge protection,
- terminal strips,
- interconnect harnesses with connectors,
- "Door Open" connection to back panel,
- ITS equipment hardware (as listed in Article 2.3), and
- all necessary installation and mounting hardware.

Ensure all cabinets are identical in size, shape and quality for each type as provisioned on the plans or as directed. Equip and configure the cabinet set-up as defined in this Specification and as detailed in the ITS pole with cabinet standards.

Submit details of the cabinet design and equipment layout for each cabinet to the Engineer for review and approval before fabrication.

2.4. Electrical Requirements.

2.4.1. **Primary Input Power Interruption.** Use material that meets all the requirements in Section 2.1.4., "Power Interruption" of the National Electrical Manufacturers Association (NEMA) Standard TS2 for traffic control system, or most current version.

2.4.2. **Power Service Transients.** Use material that meets all the requirements in Section 2.1.6., "Transients" of the NEMA Standard TS2 for traffic control system, or most current version.

2.4.3. **Power Service Protection.** Ensure that equipment contains readily accessible, manually resettable or replaceable circuit protection devices (such as circuit breakers or fuses) for equipment and power source protection. Provide circuit breakers or fuses sized such that no wire, component, connector, PC board or assembly is subjected to sustained current in excess of their respective design limits upon failure of any single circuit element or wiring.

2.4.4. **Power Distribution Panel.** Provide cabinets with a 120 VAC +/- 5 VAC power distribution panel. Provide the following components on the panel:

2.4.4.1. **Duplex Receptacles.** Provide two 120 VAC NEMA Type 5-15R duplex receptacles, or as shown on the plans, protected by a circuit breaker. Permanently label duplex receptacles "For Internal ITS Equipment Only." Install duplex receptacles in an isolated location and provide a clear 1/8 in. thick removable cover made from transparent thermoplastic material to cover the duplex receptacles. Ensure this cover is installed as not to interfere with the functional operation within the cabinet and allows enough space to plug in AC adapters and any necessary equipment. Submit alternative cover material for approval as part of the documentation submittal requirement.

2.4.4.2. **Ground Fault Circuit Interrupter (GFCI) Duplex Receptacles.** Provide at least one 120 VAC NEMA Type 5-15R GFCI duplex receptacle, or as shown on the plans, protected by a circuit breaker. This GFCI duplex receptacle is intended for maintenance personnel and is not to be used to serve equipment inside the cabinet. Permanently label GFCI duplex receptacles "For Personnel Use." Install GFCI duplex receptacles in a readily accessible location.

Provide a 120 VAC, rack mountable outlet strip with 6 NEMA Type 5-15R receptacles with surge suppression. Plug outlet strip into GFCI duplex receptacle and label for personnel use.

Circuit Breakers. Determine the ampere rating, quantity, and configuration for main, accessory, spare, and equipment circuit breakers to support ITS equipment loads as shown on the plans. Provide Underwriters Laboratories (UL) 489 listed circuit breakers capable of operating in accordance with Section 2, "Environmental Standards and Test Procedures" of NEMA TS2-2003, or most current version. Provide circuit breakers with an interrupt capacity of 5,000 A. and insulation resistance of 100 megohms at 500 VDC. Provide minimum ampere rating for the following circuit types:

2.4.4.2.1. **Main Breaker.** Size the main circuit breaker such that the load of all branch circuits is less than the main circuit breaker ampere rating in accordance with the most current version of the National Electrical Code (NEC).

2.4.4.2.2. **Accessory Breaker.** Minimum 15 A. Size accessory circuit breaker to protect lighting, door switches, fans, and GFCI duplex receptacle in accordance with the most current version of the NEC.

2.4.4.2.3. **Equipment Breakers.** Minimum 15 A. Size equipment circuit breaker to protect ITS equipment and duplex receptacles in accordance with the most current version of the NEC.

2.4.4.2.4. **Spare Equipment Breaker.** Minimum 20 A. Provide one spare equipment breaker for future use.

Furnish breakers, which are in addition to any auxiliary fuses, with the electronic equipment to protect component parts. Provide 3-terminal lightning arrestor to protect the load side of all circuit breakers. Connect

the arrester into the circuit with size 8 AWG or larger stranded copper conductors. Connect arrester to the line filter as recommended by the manufacturer.

- 2.4.4.3. **Power Line Surge Protection.** Provide and install power line surge protection devices that meet the requirements of Article 2.6.
- 2.4.4.4. **Power Cable Input Junction Terminals.** Provide power distribution blocks suitable for use as a power feed and junction points for 2 and 3 wire circuits. Accommodate up to No. 4 AWG conductors on the line side of each circuit. Provide appropriate sized lugs at the junction terminals for conductors larger than a No. 4 AWG when shown on the plans.

Electrically isolate the AC neutral and equipment ground wiring from the line wiring by an insulation resistance of at least 10 megohms when measured at the AC neutral. Color code the AC neutral and equipment grounding wiring white and green respectively in accordance with the most current version of the NEC.

Utilize the back panel to distribute and properly interconnect all cabinet wiring related to the specific complement of equipment called out on the plans. Each item of equipment including any furnished by the Department must have the cable harness properly terminated at terminal boards on the back panel. Ensure all functions available at the equipment connector are carried in the connector cable harness to the terminal blocks from the power distribution panel mounted on the left side panel of the cabinet.

- 2.4.5. **Alternative Power Option.** When shown on the plans, accommodate renewable electrical power source for the design load specified in accordance with "ITS Solar Power System" Specification. Renewable electrical power source may, or may not, be integrated with public utility electrical services, as shown on the plans or as directed. Accommodate solar system components including batteries and solar charge controller when shown on the plans.

- 2.4.6. **Wiring.** Ensure all cabinet wiring identified by the use of insulated pre-printed sleeving slipped over the wire before attachment of the lug or making the connection. Supply enough text on wire markers in plain words or abbreviations with sufficient level of detail so that a translating sheet will not be required to identify the type and size of wire.

Cut all wires to the proper length before assembly. Ensure no wires are doubled back to take up slack. Ensure harnesses to connectors are covered with braided cable sleeves. Secure cables with nylon cable clamps.

Provide service loops to facilitate removal and replacement of assemblies, panels and modules. Use insulated parts and wire rated for at least 600 V. Color-code harnesses and wiring.

Route and bundle all wiring containing line voltage AC separately and shield from all low voltage, i.e., control circuits. Cover all conductors and live terminals or parts, which could be hazardous to maintenance personnel, with suitable insulating material.

Provide AC internal cabinet wiring identified in accordance with the most current version of the NEC. Provide white insulated conductors for AC neutral. Provide green insulated conductors for equipment ground. Provide any color different from the foregoing on other conductors in accordance with the most current version of the NEC. For equipment that requires grounding, provide grounding conductors and do not use conduit for grounding. Provide No. 22 AWG or larger stranded conductors for internal cabinet wiring. Provide conductors that are UL-listed THHN in accordance with the most current version of the NEC. Ensure the insulation has at least a thickness of 10 mm. Ensure all wiring containing line voltage is at least size No. 14 AWG. No strands of any conductor may be trimmed to "fit" the wiring into the breaker or terminal block.

- 2.4.7. **Terminal Strips.** Provide terminal strips located on the back panel that are accessible to the extent that it is not necessary to remove the electronic equipment from the cabinet to make an inspection or connection.

Ensure terminal blocks are 2 position, multiple pole barrier type.

Provide shorting bars in each of the positions provided along with an integral marking strip.

Arrange terminal blocks such that they will not upset the entrance, training and connection of incoming field conductors.

Identify all terminals with legends permanently affixed and attached to the terminal blocks.

Ensure not more than 3 conductors are brought to any 1 terminal screw.

Ensure no electrically energized components or connectors extend beyond the protection afforded by the barriers.

Locate all terminal blocks below the shelves.

Ensure terminals used for field connections are secure conductors by means of a No. 10-32 nickel or cadmium plated brass binder head screw.

Ensure terminals used for interwiring connections, but not for field connections, are secure conductors by means of a No. 5-32 nickel plated brass binder head screw.

Terminate all connections to and from the electronic equipment to an interwiring type block. These blocks will act as intermediate connection points for all electronic equipment input and output.

Provide termination panels that are used to distribute and properly interconnect all cabinet wiring related to the specific complement of equipment as shown on the plans. Provide properly terminated cable harnesses for each item including any furnished by the Department. Provide all functions available at the equipment terminals that are carried in the connector cable harness.

2.4.8. **Cabinet Internal Grounding.** The cabinet internal ground consists of at least 1 ground bus-bar permanently affixed to the cabinet and connected to the grounding electrode.

Use bare stranded No. 4 AWG copper wire between bus-bars and between the bus-bar and grounding electrode when providing multiple bus-bars.

Ensure each copper ground bus-bar has a minimum of 12 connection points, each capable of securing bare conductor ranging in size from No 4 AWG to No 14 AWG.

Return AC neutral and equipment ground wiring to these bus-bars.

2.4.9. **Door Switch.** Provide door switch meeting the following requirements:

- momentary, pin-type door switch,
- installed in the cabinet or on the door, and
- connected to a terminal so that the equipment installed in the cabinet can confirm input is connected to logic ground when the cabinet door is open.

Provide 2 momentary, pin type door switches for each door provided with the cabinet. Wire 1 switch to turn on the cabinet lights when the door is open and off when the door is closed. Wire the other in parallel to a terminal block to detect a cabinet intrusion condition.

2.5. **Mechanical Requirements.**

2.5.1. **Size and Construction.** Provide ITS pole mounted cabinets meeting the configuration types detailed in the Statewide ITS pole with cabinet standards.

Table 1
Minimum Cabinet Internal Dimensions

	Depth (in.)	Width (in.)	Height (in.)
Type 1	12 ¹	24	24
Type 2	18	24	36
Type 3	20	24	41

1. Minimum dimension for cabinet provided without EIA 19 in. rack assembly.
Provide 18 in. minimum depth when providing EIA 19 in. rack assembly.

Determine the suitability of the listed cabinet configuration types for the equipment at each field location identified on the plans or as desired.

2.5.2. **Ventilation.** Provide the cabinet with vent openings to allow cooling of electronic components.

Locate louvered air intake vent openings on the lower portion of the cabinet doors and covered fully on the inside with a commercially available disposable 3 layer graded pleated type filter of minimum size 6 in. (high) x 12 in. (wide) for Type 1 cabinet and 12 in. (high) x 16 in. (wide) for Type 2 and 3 cabinets. Size the louvered intake area and filter to allow maximum filtered air flow and cooling, securely mounted so that any air entering the cabinet must pass through the filter. Ensure the cabinet opening for intake of air is large enough to accommodate filter size. Screen the exhaust to prevent entry of insects. Provide the screen openings no larger than 0.0125-sq. in.

Provide a, minimum of 2, thermostatically controlled fans that are adjustable with an adjustment range of 70 to 110°F. Provide a press-to-test switch to test the operation of the fan. Provide a fan with a capacity of at least 110 cfm each.

There is no opening on the roof of the cabinet.

2.5.3. **Lighting.** Provide minimum 15 W fluorescent fixtures above each door inside the cabinet, each with clear shatter proof lens. NEMA TS2 rated light-emitting diode (LED) fixtures are acceptable instead of fluorescent light fixtures. Determine the appropriate number of fixtures to achieve at least 1000 lumens to illuminate the equipment. Position the fixtures to provide illumination to the face of the equipment in the cabinet and not into a technician's eyes.

2.5.4. **Exterior Finish.** Provide cabinets with a smooth aluminum finish and the exterior in its unpainted natural color.

When shown on the plans or as directed, provide cabinets with an anti-graffiti coating in accordance with Item 740 "Graffiti Removal and Anti-Graffiti Coating."

2.5.5. **Serial Number.** Provide the cabinets with a serial number unique to the manufacturer, preceded by an assigned 2 letter manufacturer's code. Provide at least a 0.2 in. letter height. Stamp the entire identification code and number on a metal plate which is riveted to the cabinet, stamp directly on the cabinet wall, or engrave on a metalized mylar plate that is epoxied on the upper right hand cabinet side wall.

2.5.6. **Modular Design.** Provide cabinets that have a modular design and allows ITS equipment to be installed in a variety of mounting configurations as detailed on the plans or as directed.

Provide Type 1 and Type 2 cabinets with 2 unistrut or DIN rail channels on each side wall of the cabinet for mounting power panel and auxiliary ITS equipment. Provide a 19 in. EIA rack assembly only when noted on the plans or in the general notes.

Provide Type 3 cabinets with an EIA 19 in. rack assembly, sized appropriately based on cabinet type inside height dimension and is accessible from either door. Provide a rack with a minimum of one 1RU (RU = rack

unit) horizontal power strip. Provide 2 unistrut or DIN rail channels on each side wall of the cabinet for mounting power panel and auxiliary ITS equipment.

- 2.5.7. **Shelves.** Provide adjustable shelves in each cabinet as required to support the equipment as specified on the plans. Ensure shelf adjustment at 1 RU intervals in the vertical position. Provide shelves that can be mounted to an EIA 19 in. rack cage or unistrut channel as detailed in the standards.

Provide shelves that are removable and capable of supporting the electronic equipment. Provide a minimum of 2 in. between the back and front edge of the shelf to back inside wall and door of the cabinet respectively to allow room for the equipment cables and connectors.

Provide each cabinet type with at least 1 slide out drawer with telescoping drawer guides to allow full extension from the rack frame. Provide at least 1.75 in. (high) x 16 in. (wide), drawer sized appropriately for the cabinet with a hinged lid to allow access to storage space.

- 2.5.8. **Mounting Hardware.** Provide cabinets with the appropriate "U" channel mounting brackets, stiffening plates, anchor bolts, and any other necessary hardware to mount the cabinet on the ITS pole structure. Provide mounting brackets made of 0.250 in. thick steel.

Weld cabinet mounting plates to the pole. This may be done in the field for transport reasons. Do not band the cabinet or mounting plates to the pole. Design the cabinet for pole mounting and reinforce at the points of attachment to the pole

- 2.6. **Surge Protective Devices (SPD).** Provide SPDs to protect electronics from lightning, transient voltage surges, and induced current. Install SPDs on all power, data, video, and any other conductive circuit.

- 2.6.1. **120 V or 120/240 V SPD at Service and ITS Cabinet Power Distribution Panel.** Install an SPD at the closest termination or disconnection point where the supply circuit enters the cabinet. Locate the SPD on the load side of the cabinet power distribution panel breakers and ahead of any and all electronic devices. Keep leads as short as possible with all conductor bends formed to the maximum possible radius. Connect the SPD ground lead directly to the ground bus. Use of wire nuts is prohibited. Install in accordance with manufacturers recommendations.

Provide UL Listed Type 1 or Type 2 SPD and labeled to UL 1449 Third Edition, posted at UL.com, under Certifications UL Category Code VZCA, and have a 20 kA I-nominal rating. Provide SPD rated as NEMA 4. SPD with integral EMI/RFI line filtering may be required if shown on the plans.

Do not exceed 700 V on the Voltage Protection Rating (VPR) on any mode (L-N, L-G, and N-G).

Do not exceed 150 V on the Maximum Continuous Operating Voltage (MCOV).

Equal or exceed 40 kA the SPD surge current rating per mode (L-N), (L-G), (N-G).

Equal or exceed 50 kA or the available short circuit current, whichever is higher for the SPD Short Circuit Current Rating (SCCR).

Provide SPD with directly connected Metal Oxide Varistors (MOV) exceeding 32 mm in diameter with thermal safety disconnectors. Gas tube and spark gap SPD are not be permitted. Ensure each MOV's operational status can be monitored via visual indicator, including N-G mode.

Provide SPD with one set of Normally Open (NO), Normally Closed (NC) Form C contacts for remote monitoring.

Ensure the SPD utilized for AC power does not dissipate any energy and does not provide any series impedance during standby operation. Return the unit to its non-shunting mode after the passage of any surge and do not allow the shunting of AC power

- 2.6.2. **Parallel SPD for 120 V Equipment.** Install an SPD inside of the cabinet on the power distribution to the equipment. Keep leads as short as possible with all conductor bends formed to the maximum possible radius. Connect the SPD ground lead directly to the ground bus. Use of wire nuts is prohibited. Install in accordance with manufacturers recommendations.

Provide UL Listed Type 1 or Type 2 SPD labeled to UL1449 Third Edition, posted at UL.com, under Certifications UL Category Code VZCA, and have a 20 kA I-nominal rating. Provide SPD rated as NEMA 4.

Do not exceed 700 V on the Voltage Protection Rating (VPR) on any mode (L-N and N-G).

Do not exceed 150 V on the Maximum Continuous Operating Voltage (MCOV).

Equal or exceed 40 kA the SPD surge current rating per mode (L-N) and (N-G).

Equal or exceed 50 kA or the available short circuit current, whichever is higher for the SPD Short Circuit Current Rating (SCCR).

Provide SPD with directly connected Metal Oxide Varistors (MOV) exceeding 32 mm in diameter with thermal safety disconnectors. Gas tube and spark gap SPD are not be permitted. Ensure each MOV's operational status can be monitored via visual indicator, including N-G mode.

Provide SPD with one set of Normally Open (NO), Normally Closed (NC) Form C contacts for remote monitoring.

- 2.6.3. **Low-Voltage Power, Control, Data and Signal Systems SPD.** Install a specialized SPD on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. Ensure that these devices comply with the functional requirements shown in Table 2 for all available modes (i.e., power L-N, N-G; data and signal center pin-to-shield, L-L, L-G, and shield-G where appropriate).

These specialized SPD must have an operating voltage matching the characteristics of the circuit. Ensure that these specialized SPD are UL 497B or UL 497C Listed, as applicable.

Provide the SPD with 3 stages of surge suppression in a Pi (π) configuration. The first stage (primary side) consists of parallel-connected Gas Discharge Tubes (GDTs). The second stage consists of a series connected resistor or inductor. The third stage (secondary side) consists of parallel-connected transorbs or silicone avalanche diodes (SADs).

Ground the SPD to the DIN rail and a wire terminal connection point. (Grounding solely through the DIN rail connection is not adequate and does not meet the performance or intent of this specification.)

Install coaxial SPDs in a manner that prevents ground loops and resulting signal deterioration. This is usually caused where the cable has different references to ground at either end and connecting SPDs at both ends that have only Pin to Shield protection completes a ground loop circuit through the Shield. SPDs having Pin to Shield protection, and separate Shield to Ground protection are acceptable to eliminate ground loops.

Table 2
SPD Minimum Requirements

Circuit Description	Maximum Continuous Operating Voltage (MCOV)	Frequency/ Bandwidth/ Data Rate	Surge Capacity	Maximum Let-Through Voltage
12 VDC	15-20 V	N/A	5 kA per mode (8x20 μ s)	<150 Vpk
24 VAC	30-55 V	N/A	5kA per mode (8x20 μ s)	<175 Vpk
48 VDC	60-85 V	N/A	5 kA per mode (8x20 μ s)	<200 Vpk
Coaxial Composite Video	4-8 V	Up to 1.5 GHz	10 kA per mode (8x20 μ s)	<100 Vpk
RS422/RS485	8-15 V	Up to 10 Mbps	10 kA per mode (8x20 μ s)	<30 Vpk
T1	13-30 V	Up to 10 Mbps	10 kA per mode (8x20 μ s)	<30 Vpk
Ethernet Data	7-12 V	Up to 100 Mbps	3kA per mode (10x1000 μ s)	<30 Vpk

- 2.7. **Environmental Design Requirements.** Provide cabinets that meet the functional requirements of this Item during and after subsection to any combination of the following requirements:
- ambient temperature range of -30 to 165°F,
 - temperature shock not to exceed 30°F per hour, during which the relative humidity does not exceed 95%,
 - relative humidity range not to exceed 95% over the temperature range of 40 to 110°F, and
 - moisture condensation on all surfaces caused by temperature changes.
- 2.8. **Vibration.** Material used must show no degradation of mechanical structure, soldered components, plug in components or satisfactory operation in accordance with the manufacturer's equipment specifications after being subjected to the vibration test as described in the NEMA standard TS2, Section 2.2.8, "Vibration Test", or the latest revision.

3. FABRICATION

- 3.1. **Anchor Bolts.** Fabricate anchor bolts, nuts, and washers in accordance with the details shown on the plans and Item 449, "Anchor Bolts." Galvanize these items in accordance with Item 445, "Galvanization."
- Provide 2 circular steel templates as shown on the plans conforming to ASTM A36 for each assembly. Tack weld the lower anchorage nuts to the lower template in the shop. Perform this welding with an appropriate jig to ensure that the anchor bolt is perpendicular to the template. Shipping of the anchor bolt cage in its assembled condition is not required.

- 3.2. **ITS Poles.** Fabricate ITS poles in accordance with the details shown on the plans, this Item, and Item 441, "Steel Structures." Alternate designs are not acceptable unless approved by the Department.

Provide properly fitting components. Provide round, octagonal (8-sided), or dodecagonal (12-sided) pole shafts tapered to the heights shown on the plans.

Permanently mark, at a visible location when erected, ITS pole base plates with the design wind speed. Locate the handholes, as shown on the plans, opposite of the direction of traffic flow.

Permanently mark, at a visible location when erected, ITS pole base plates with the fabrication plant's insignia or trademark. Place the mark on the pole base plate adjacent to the handhole access compartment.

Provide circumferential welds only at the ends of the shaft. Provide no more than 2 longitudinal seam welds in shaft sections. Grind or smooth the exterior of longitudinal seam welds to the same appearance as other shaft surfaces. Ensure 100% penetration within 6 in. of circumferential base welds and 60% minimum penetration at other locations along the longitudinal seam welds. Use a welding technique that minimizes acid entrapment during later galvanizing. Hot-dip galvanize all fabricated parts in accordance with Item 445, "Galvanizing."

Fabricate air terminal and bracket assembly to serve as a lightning arrestor in accordance with ITS pole air terminal details and IEEE standards for lightning protection. Bond air terminal with air terminal bracket via clad weld or other approved bolted connection.

- 3.3. **Cabinet.** Continuously weld all exterior seams for cabinet and doors. Fill edges to a radius of 0.03125 in. minimum. Smooth exterior welds.

Welding on aluminum cabinets are done by the gas metal arc (MIG) or gas tungsten arc (TIG) process using bare aluminum welding electrodes. Ensure electrodes conform to the requirements of the American Welding Society (AWS) A5.10 for ER5356 aluminum alloy bare welding electrodes.

Procedures, welding machines and welding machine operators for welding on aluminum must be qualified and conform with the requirements of AWS B3.0, "Welding Procedures and Performance Qualification", and to the practices recommended in AWS C5.6.

Construct all cabinets of welded sheet aluminum with a thickness of at least 0.125 in. meeting NEMA 3R standards. Do not allow wood, wood fiber product, or flammable products in the cabinet. Seal cabinet structure to prevent the entry of rain, dust, and dirt.

Provide a sunshield on the exterior top of the cabinet to reflect solar rays and mitigate temperature build-up inside the cabinet. Construct sunshield out of 0.125 in. thick aluminum and provide a minimum of 1.25 in. clearance above the top of cabinet secured in four locations.

Attach aluminum lifting eyes or ears to the top of the cabinet to permit lifting the cabinet with a sling. Lifting eyes may be permanently fabricated to the cabinet frame as long as they do not interfere with the construction and operation of the sunshield. Manufacturer may provide removable lifting eyes that can be removed after installation. Seal any penetrations to the cabinet exterior or sunshield after removal of lifting eyes.

Ensure cabinets conform to the requirements of ASTM designation: B209 for 5052-H32 aluminum sheet.

- 3.3.1. **Door.** Provide sturdy and torsionally rigid cabinet doors that substantially cover the full area of the cabinet access opening. Attach cabinet doors by a minimum of 2 heavy duty hinges or full length hinge. Provide stainless steel hinge pins.

Fabricate the doors and hinges to withstand a 100 lb. per vertical ft. force applied to the outer edge of the door when open without permanent deformation or impairment of the door or cabinet body when the load is removed.

Fit the cabinet doors with Number 2 Corbin locks and aluminum or chrome plated handles with a minimum 3/8 in. drive pin and a 3 point latch. Design the lock and latch so that the handles cannot be released until the lock is released. Provide a locking ring for a padlock along with a padlock. Provide 2 keys for the door and 2 keys for the padlock with each cabinet. Locate the lock clear of the arc of the handle. Keys must be removable in the locked position only. Mount locks with 2 stainless steel machine screws. Provide cabinet doors with a catch mechanism to hold the door open at 2 positions: 90° and 120°.

Fabricate the door and door stop mechanism to withstand a simulated wind load of 5 lb. per sq. ft. applied to both inside and outside surfaces without failure, permanent deformation, or compromising of door position.

Provide cabinets without auxiliary police doors.

Provide a gasket to act as a permanent and weather resistant seal at the cabinet door facing. The gasket material must be of a non-absorbent material and maintain its resiliency after long term exposure to the outdoor environment.

Provide a gasket with a minimum thickness of 0.25 in. Locate the gasket in a channel provided for this purpose either on the cabinet or on the door. An "L" bracket is acceptable instead of this channel if the gasket is fitted snugly against the bracket to insure a uniformly dust and weather resistant seal around the entire door facing.

3.3.2. **Mechanical Components.** Ensure all external screws, nuts, and locking washers are stainless steel. Do not use self-tapping screws unless specifically approved by the Engineer.

Ensure all parts are made of corrosion resistant material, such as plastic, stainless steel, aluminum or brass.

Ensure all materials used in construction are resistant to fungus growth and moisture deterioration.

Separate dissimilar metals by an inert dielectric material.

4. CONSTRUCTION

4.1. **Installation.** Locate ITS poles as shown on the plans unless otherwise directed to secure a more desirable location or to avoid conflict with utilities. Stake the ITS pole locations for verification by the Engineer.

Use established industry and utility safety practices when working near underground or overhead utilities. Consult with the appropriate utility company before beginning such work.

Construct foundations for new ITS poles in accordance with Item 416, "Drilled Shaft Foundations," and the details shown on the plans." Orient anchor bolts as shown on the plans. Install conduit per Item 618, Conduit."

Identify all items of a shipment with a weatherproof tag. This tag minimally must identify manufacturer, contract number, and date and destination of shipment.

Erect poles after foundation concrete has attained its design strength as required on the plans and Item 421, "Hydraulic Cement Concrete." Coat anchor bolt threads and tighten anchor bolts in accordance with Item 449, "Anchor Bolts." Do not grout between the base plate and the foundation.

Mount the pole mounted cabinet to the backside of the ITS pole, with door either parallel or perpendicular to the roadway, away from the direction of traffic flow, as shown on the plans. Mount cabinet plumb in all directions.

For ITS pole sites located on slopes greater than 4H:1V, mount the pole mounted cabinet to the backside of the ITS pole, from the perspective parallel to the roadway with the door facing the direction of traffic flow as shown on the plans.

Install grounding conductor from cabinet and ITS pole air terminal inside a minimum 1 in. PVC conduit within the foundation. Bond grounding conductors to the primary ground rod as part of the grounding ring in accordance with the ITS grounding details.

Construct reinforced maintenance pad, when required, with Class A concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide reinforcing steel in accordance with Item 440, "Reinforcing Steel."

- 4.2. **Relocation.** Before removal of the existing pole structure or cabinet, disconnect and isolate the power cables from the electric power supply and disconnect all cables (power and communication) from the equipment and remove any ITS equipment, associated mounting brackets, pole mounted cabinet, and cabling from the pole structure. Remove existing pole structure as shown on the plans only at such time as authorized by the Engineer.

Inspect the existing pole structure, with a representative from the Department, and document any evidence of structural stress cracks or fatigue before removal. Remove and deliver to the Department, existing pole structures that fail structural inspection to an address to be supplied by the Department.

Remove the existing pole structure in a manner acceptable to the Engineer using a method that does not cause undue overstress or damage to the structure or appurtenances attached.

Use a crane of sufficient capacity to remove the pole. Disconnect and relocate the existing pole structure from and to the foundation as shown on the plans in a manner acceptable to the Engineer.

When the poles are laid down, place the poles on timber cribbing so that the poles lie reasonably straight to prevent any damage or deterioration.

Maintain safe construction and operation practices at all times. Handle the poles in such a manner during removal so as to prevent damage to the pole's exterior finish. The Contractor will be responsible for any damage to poles.

Unless otherwise shown on the plans, remove abandoned concrete foundations, including steel, to a depth of at least 2 ft. below final grade in accordance with Item 496, "Removing Structures." Backfill the excavation with materials equal in composition and density to the surrounding area. Replace any surfacing material with similar material to an equivalent condition.

Supply all new anchor bolts required for the installation of the ITS pole structure. Match bolt dimensions and lengths previously used or as shown on the plans and as directed. Provide anchor bolts in accordance with Item 449, "Anchor Bolts."

Move existing poles to the locations shown on the plans or as directed. Construct new foundations for relocated ITS poles in accordance with Item 416, "Drilled Shaft Foundations," and the details shown on the plans. Install conduit per Item 618, "Conduit." Install existing poles on new foundations in accordance with Section 4.1, "Installation." Do not grout between the base plate and foundation.

- 4.3. **Removal.** Use established industry and utility safety practices when removing poles and assemblies located near overhead or underground facilities. Consult with the appropriate utility company before beginning work.

Inspect the pole and cabinet, where included, with a representative from the Department, and remove any ITS equipment, associated mounting hardware, and cabling still attached to the pole or inside the cabinet before commencing work. Inspect the existing pole and cabinet in place, with a representative from the Department, and document any evidence of damage to the representative before removal.

Before removal of the existing pole structure or cabinet, disconnect and isolate the power cables from the electric power supply and disconnect all cables (power and communication) from the equipment. Remove and coil existing cabling to the nearest ITS ground box or as identified on the plans.

Carefully remove the cabinet from the pole structure. Avoid damage or injury to surrounding objects or individuals. Deliver the cabinet to an address to be supplied by the Department.

Carefully remove the pole from the foundation in accordance with Item 496, "Removing Structures." Avoid damage or injury to surrounding objects or individuals. Separate the pole at the slip-fitted connections, if applicable. If the pole cannot be separated, transport the complete pole or partially separate the pole to make it transportable. Deliver the pole structure to an address to be supplied by the Department.

Unless otherwise shown on the plans, remove abandoned concrete foundations, including steel, to a depth of 2 ft. below final grade in accordance with Item 496, "Removing Structures." Backfill the excavation with materials equal in composition and density to the surrounding area. Replace surfacing material with similar material to an equivalent condition.

4.4. **Testing.**

4.4.1. **Installation.** Unless otherwise shown on the plans, perform the following tests on cabinets supplied through this Item.

4.4.1.1. **Test Procedures Documentation.** Provide 5 copies of the test procedures to include tests identified in Article 4.4.2 through Article 4.4.4 inclusive and blank data forms to the Engineer for review and comment at least 45 days before testing for each test required on this project. Include the sequence of the tests in the procedures. The Engineer will comment, approve, or reject test procedures within 30 days after Contractor submittal of equipment for tests. Contractor to resubmit if necessary rejected test procedures for final approval within 10 days before testing. Review time is calendar days. Conduct all tests in accordance with the approved test procedures. The Department may witness all tests.

Record test data on the data forms and quantitative results. No bid item measurement or payment will be made until the Engineer has verified the test results meet the requirements of the specification. The data forms for all tests, except design approval tests, must be signed by an authorized representative of the Contractor.

Provide written notice to the Engineer within 48 hr. of discovery of any testing discrepancy performed in testing by the contractor. Furnish data forms containing the acceptable range of expected results and measured values.

4.4.1.2. **Design Approval Test.** Conduct a design approval test on 10% of the total number of cabinets supplied as part of the project, with at least one of each type of cabinet used on the project.

Certification from an independent testing laboratory of a successfully completed design approval test is acceptable. Ensure that the testing by this laboratory is performed in accordance with the requirements of this specification. Failure of independent tests to comply with the requirements of this specification will be grounds for rejection of any certification.

Provide a copy of the certification to the Engineer. The data forms for the design approval tests must be signed by an authorized representative (company official) of the equipment manufacturer or by an authorized representative of an independent testing facility.

Notify the Engineer 10 working days before conducting this testing. The Department may witness all the tests. Perform the following tests:

- 4.4.1.2.1. **Power Service Transients.** Provide equipment that meets the performance requirements, specified in this Item, when subjected to the power service transients as specified in NEMA TS2, Section 2.2.7.2, "Transient Tests (Power Service)", or most current version.
- 4.4.1.2.2. **Temperature and Condensation.** Provide equipment that meets the performance requirements, specified in this Item, when subjected to the following conditions in the order specified below:
- stabilize the equipment at -30°F and test as specified in NEMA TS2, Sections 2.2.7.3, "Low-Temperature Low-Voltage Tests" and 2.2.7.4, "Low-Temperature High-Voltage Tests", or most current version.
 - Allow the equipment to warm up to room temperature in an atmosphere with relative humidity of at least 40%. Operate the equipment for 2 hr., while wet, without degradation or failure.
 - Stabilize the equipment at 165°F and test as specified in NEMA TS2, Sections 2.2.7.5, "High-Temperature High Voltage Tests" and 2.2.7.6, "High-Temperature Low-Voltage Tests", or most current version.
- 4.4.1.2.3. **Relative Humidity.** Provide equipment that meets the performance requirements, specified in this Item, within 30 min. of being subjected to a temperature of 165°F and a relative humidity of 18% for 48 hr.
- 4.4.1.2.4. **Vibration.** Provide equipment that shows no degradation of mechanical structure, soldered components, or plug-in components and will operate in accordance with the manufacturer's equipment specifications after being subjected to the vibration tests as described in NEMA TS2, Section 2.2.8, "Vibration Test", or most current version.
- 4.4.1.2.5. **Power Interruption.** Provide equipment that meets the performance requirements, specified in this Item, when subjected to nominal input voltage variations as specified in NEMA TS2, Section 2.2.10, "Power Interruption Test", or most current version.
- 4.4.1.3. **Stand-Alone Tests.** Conduct a Stand-Alone Test for each cabinet after installation. Exercise all stand-alone (non-network) functional operations consisting of the following, at a minimum:
- 19-inch EIA rack,
 - adjustable shelves,
 - locking mechanism,
 - fan and thermostat,
 - cabinet light,
 - back panel,
 - circuit breakers,
 - surge protection,
 - grounding system,
 - terminal strips,
 - interconnect harnesses with connectors,
 - cabinet attachment to pole,
 - weatherproofing, and
 - "Door Open" connection to back panel.

Notify the Engineer 5 working days before conducting this test. The Engineer may witness all the tests.

- 4.4.1.4. **Consequences of Test Failure.** If a unit fails a test, submit a report describing the nature of the failure and the actions taken to remedy the situation before modification or replacement of the unit. If a unit requires modification, correct the fault and then repeat the test until successfully completed. Correct minor discrepancies within 30 days of written notice to the Engineer. If a unit requires replacement, provide a new unit and then repeat the test until successfully completed. Major discrepancies that will substantially delay receipt and acceptance of the unit will be sufficient cause for rejection of the unit.

Failure to satisfy the requirements of any test is considered a defect and the equipment is subject to rejection by the Engineer. The rejected equipment may be offered again for retest provided all noncompliance has been corrected.

If a failure pattern develops in similar units within the system, implement corrective measures, including modification or replacement of units, to all similar units within the system as directed. Perform the corrective measures within 30 calendar days without additional cost or extension of the contract period.

4.4.1.4.1. **Consequences of Design Approval Test Failure.** If the equipment fails the design approval test, correct the fault within 30 days and then repeat the design approval test until successfully completed.

4.4.1.4.2. **Consequences of Stand-Alone Test Failure.** If the equipment fails the stand-alone test, correct the fault within 30 days and then repeat the stand-alone test until successfully completed.

4.4.2. **Relocation.**

4.4.2.1. **Pre-Test.** Conduct performance testing before removal of ITS pole mounted cabinet. Test the following components or equipment, at a minimum, and document functional operations in the presence of representatives of the Contractor and the Department.

- locking mechanism,
- fan and thermostat,
- cabinet light,
- back panel,
- circuit breakers,
- surge protection system,
- grounding system, and
- "Door Open" connection to back panel.

Ensure that both representatives sign the test report indicating that the equipment has passed or failed each function. Once removed, the equipment becomes the responsibility of the Contractor until accepted by the State. Compare test data before removal and test data after installation.

4.4.2.2. **Post Test.** Testing of the ITS pole mounted cabinet is for the purpose of relieving the Contractor of maintenance of the system. The Contractor will be relieved of the responsibility for maintenance of the system in accordance with Item 7, "Legal Relations and Responsibilities", after a successful test period. The Contractor will not be required to pay for electrical energy consumed by the system.

After all existing ITS equipment has been installed, perform the same functional operation test described under Article 4.4.2.1. Furnish test data forms containing the sequence of tests including all of the data taken and quantitative results for all tests. Submit the test data forms to the Engineer at least 30 days before the day the tests are to begin. Obtain Engineer's approval of test procedures before submission of equipment for tests. Send at least 1 copy of the data forms to the Engineer.

The performance test results after relocation must be equal to or better than the test results before removal. Repair or replace those components within the system which failed after relocation but which passed before removal.

The Department will conduct approved ITS equipment system tests on the field equipment hardware with the central equipment. The tests will, as a minimum, exercise all remote control functions and display the return status codes from the controller.

If any unit fails to pass a test, prepare a report and deliver it to the Engineer. Describe in the report the nature of the failure and the corrective action needed. If the failure is the result of improper installation or damage during reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the contract period.

4.5. **Documentation.** Submit documentation for this Item consisting of the following:

4.5.1. **ITS Pole.** Shop drawings should clearly detail the following for the ITS poles submitted for the project:

- physical pole drawings,
- anchor bolts,
- material list,
- lightning suppression,
- weatherheads,
- cabinet Mounting attachments (when cabinet required), and
- grounding system.

4.5.2. **Pole Mounted Cabinet.** Shop drawings should clearly detail the following for ITS pole mounted cabinets when required as shown on the plans:

- dimensions,
- shelves,
- door,
- gasket,
- door look,
- materials list,
- exterior finish,
- ventilation,
- terminal strips,
- harnesses,
- filter,
- power distribution panel,
- surge suppression,
- back panel,
- outlets,
- circuit breakers,
- power cable terminals,
- wiring diagrams,
- cabinet grounding,
- environmental parameters, and
- connectors.

Submit shop drawings, signed, sealed, and dated by a registered professional Engineer in Texas showing the fabrication and erection details for each ITS pole including the ITS cabinet and mounting details in accordance with Item 5, "Control of the Work".

Provide at least 2 complete sets of operation and maintenance manuals in hard copy format in addition to a CD/DVD or removable flash drive that include the following:

- complete and accurate schematic diagrams,
- complete installation procedures,
- complete performance specifications (functional, electrical, mechanical and environmental) on the unit,
- complete parts list including names of vendors for parts not identified by universal part number such as JEDEC, RETMA, or EIA,
- pictorial of component layout on circuit board,
- complete maintenance and trouble-shooting procedures,
- complete stage-by-stage explanation of circuit theory and operation,
- recovery procedures for malfunction, and
- instructions for gathering maintenance assistance from manufacturer.

Identify material which is copyrighted or proprietary in nature as part of the documentation submittal. The Department will take proper provisions to secure such material and not distribute without written approval.

Provide Department with certification documentation verifying conformance with environmental and testing requirements contained in the special specification. Certifications may be provided by the manufacturer or through independent labs.

4.6. **Warranty.** The start date of the manufacturer's standard warranty will begin when the stand-alone test plan has been approved. Any equipment with less than 95% of its warranty remaining at the beginning of the stand-alone test will not be accepted by the Department. Guarantee that equipment furnished and installed

for this project performs according to the manufacturer's published specifications. Warrant the equipment against defects or failure in design, materials, and workmanship for a minimum of 5 years or in accordance with the manufacturer's standard warranty if warranty period is greater. Assign, to the Department, all manufacturer's normal warranties or guarantees on all electronic, electrical, and mechanical equipment, materials, technical data, and products furnished for and installed on the project. Repair or replace, at the manufacturer's option, defective equipment during the warranty period at no cost to the Department.

Repair or replace equipment at the Contractor's expense before beginning testing in the event of a malfunction or failure. Furnish replacement parts for all equipment within 30 days of notification of failure by the Department.

5. MEASUREMENT

This Item will be measured as each unit furnished, installed, relocated, or removed as shown on the plans, excluding new foundations and conduit.

6. PAYMENT

- 6.1. **Furnish and Install.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet" of the type and configuration specified. This price is full compensation for furnishing, fabricating, and erecting ITS pole structures as shown on the plans; for furnishing, fabricating, and installing ITS pole mounted cabinets as shown on the plans; for furnishing and placing anchor bolts, nuts, washers, and templates; conducting cabinet testing; and equipment, materials, labor, tools, and incidentals necessary to provide an ITS pole structure or pole mounted cabinet complete in place and ready for the attachment of ITS equipment.

New drill shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New conduit will be paid for under Item 618, "Conduit."

- 6.2. **Install Only.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole (Install Only)" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet (Install Only)" of the type and configuration specified. This price is full compensation for erecting ITS pole structures and installing ITS pole mounted cabinets furnished by the Department as shown on the plans; for installing and placing anchor bolts, nuts, washers, and templates; conducting cabinet testing; and equipment, materials, labor, tools, and incidentals necessary to provide an ITS pole structure or pole mounted cabinet, complete in place, and ready for the attachment of ITS equipment.

New drill shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New conduit will be paid for under Item 618, "Conduit."

- 6.3. **Relocate.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole (Relocate)" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet (Relocate)" of the type and configuration specified. This price is full compensation for removing existing ITS pole structures or pole mounted cabinets as shown on the plans; removing existing foundations; backfilling and surface placement; hauling and erecting ITS pole structures; hauling and installing ITS pole mounted cabinets; furnishing and placing anchor bolts, nuts, washers, and templates; conducting cabinet testing; and equipment, materials, labor, tools, and incidentals necessary to relocate existing ITS pole structures or pole mounted cabinets, complete in place, and ready for the attachment of ITS equipment.

New drill shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New conduit will be paid for under Item 618, "Conduit."

- 6.4. **Remove.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole (Remove)" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet (Remove)" of the type and configuration specified. This price is full compensation for removing existing ITS pole structures and pole mounted cabinets as shown on the plans; removing existing foundations; backfilling and surface placement; loading and hauling; and equipment; materials, labor, tools, and incidentals necessary to complete the removal of existing ITS pole structures and pole mounted cabinets.

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

RESOLUTION NO. 22-055

**APPROVING ADDITIONAL FUNDING TO EXTEND THE AGREEMENT WITH
ROBERT HALF INTERNATIONAL, INC. FOR INTERIM CONTROLLER SERVICES**

WHEREAS, the Mobility Authority's controller resigned on October 5, 2022; and

WHEREAS, pursuant Mobility Authority Policy Code §401.002(a), the Executive Director may procure consulting services in an amount not to exceed \$50,000; and

WHEREAS, pending the hiring of a permanent replacement and in order to satisfy the Mobility Authority's immediate need for a controller, on November 4, 2022, the Executive Director entered into an agreement with Robert Half International, Inc. for interim controller services (the "Agreement"); and


WHEREAS, the Executive Director currently anticipates that a new controller will not be hired prior to January 2023 when the initial \$50,000 in funding for the Agreement will be depleted; and

WHEREAS, the Executive Director requests the Board authorize an additional \$100,000 in funding to extend the Agreement until a new controller is hired.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to expend up to an additional \$100,000 to extend the agreement with Robert Half International, Inc. for interim controller services until a new controller is hired.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

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

RESOLUTION NO. 22-056

**ACCEPT THE FINANCIAL STATEMENTS FOR SEPTEMBER 2022
AND OCTOBER 2022**

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 2022 and has caused unaudited financial statements to be prepared and attached to this resolution as Exhibit A; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October 2022 and has caused financial statements to be prepared and attached to this resolution as Exhibit B.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for September 2022 and financial statements for October 2022, attached hereto as Exhibit A and Exhibit B, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

Financial Statements for September 2022

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending September 30, 2022

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	119,610,800	31,895,518	26.67%	27,412,536
Video Tolls	46,743,300	15,225,743	32.57%	9,883,492
Fee Revenue	13,845,900	2,655,696	19.18%	3,405,970
Total Operating Revenue	180,200,000	49,776,957	27.62%	40,701,998
Other Revenue				
Interest Income	3,190,301	3,701,969	116.04%	56,155
Grant Revenue	1,359,833	-	-	20,995
Misc Revenue	130,000	10,436	8.03%	58,813
Gain/Loss on Sale of Asset	-	-	-	6,568
Total Other Revenue	4,680,134	3,712,405	79.32%	142,531
TOTAL REVENUE	\$184,880,134	\$53,489,362	28.93%	40,844,529
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,621,321	783,682	16.96%	901,020
Salary Reserve	80,000	-	-	-
TCDRS	1,046,269	150,288	14.36%	259,556
FICA	232,304	37,282	16.05%	45,474
FICA MED	67,009	11,306	16.87%	14,263
Health Insurance Expense	580,271	93,100	16.04%	98,873
Life Insurance Expense	5,972	1,088	18.22%	1,620
Auto Allowance Expense	10,200	1,913	18.75%	2,125
Other Benefits	126,590	18,599	14.69%	25,305
Unemployment Taxes	4,608	30	0.65%	3,509
Total Salaries and Benefits	6,774,544	1,097,287	16.20%	1,351,745

Administrative

Administrative and Office Expenses

Accounting	9,500	2,093	22.03%	2,004
Auditing	190,000	107,531	56.60%	100,975
Financial Advisors	108,000	54,000	50.00%	-
Human Resources	30,000	595	1.98%	507
Legal	70,000	1,770	2.53%	-
IT Services	350,000	48,662	13.90%	33,095
Internet	150	-	-	-
Software Licenses	557,500	31,051	5.57%	116,141
Cell Phones	24,200	3,027	12.51%	4,627
Local Telephone Service	10,000	25,261	252.61%	22,154
Overnight Delivery Services	250	40	16.06%	44
Copy Machine	15,500	3,816	24.62%	2,544
Repair & Maintenance-General	8,000	-	-	-
Meeting Expense	12,750	4,005	31.42%	230
Toll Tag Expense	3,000	100	3.33%	340
Parking / Local Ride Share	2,800	275	9.81%	-
Mileage Reimbursement	3,950	557	14.10%	50
Insurance Expense	651,250	128,063	19.66%	154,359
Rent Expense	731,203	192,325	26.30%	126,886
Building Parking	3,500	425	12.14%	74
Legal Services	443,000	340	0.08%	29,029
Total Administrative and Office Expenses	3,224,553	603,936	18.73%	593,059

Office Supplies

Books & Publications	3,250	615	18.93%	292
Office Supplies	7,750	1,163	15.01%	582
Misc Office Equipment	4,500	-	-	630
Computer Supplies	221,950	132,296	59.61%	9,045
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	3,100	668	21.54%	-
Postage Expense	550	122	22.20%	112
Total Office Supplies	246,100	134,864	54.80%	10,660

Communications and Public Relations

Graphic Design Services	75,000	-	-	-
Website Maintenance	111,500	23,692	21.25%	19,479
Research Services	140,000	-	-	10,109
Communications and Marketing	400,000	-	-	12,827
Advertising Expense	500,000	56,551	11.31%	65,263
Direct Mail	65,000	-	-	-
Video Production	82,500	28,359	34.37%	8,820
Photography	25,000	450	1.80%	199
Radio	50,000	-	-	-
Other Public Relations	2,500	-	-	-
Promotional Items	520,000	7,656	1.47%	-
Annual Report printing	1,500	-	-	780
Direct Mail Printing	26,000	-	-	-
Other Communication Expenses	15,000	17,703	118.02%	11,040
Total Communications and Public Relations	2,014,000	134,411	6.67%	128,515

Employee Development

Subscriptions	50,700	264	0.52%	123
Agency Memberships	78,550	1,200	1.53%	150
Continuing Education	4,800	-	-	50
Professional Development	19,150	375	1.96%	-
Other Licenses	1,900	497	26.15%	375
Seminars and Conferences	118,500	35,310	29.80%	1,350
Travel	93,500	30	0.03%	-
Total Employee Development	367,100	37,676	10.26%	2,048

Financing and Banking Fees

Trustee Fees	60,000	36,000	60.00%	11,463
Bank Fee Expense	3,240	273	8.41%	917
Continuing Disclosure	7,000	-	-	-
Arbitrage Rebate Calculation	15,000	16,300	108.67%	-
Rating Agency Expense	50,000	31,000	62.00%	-
Total Financing and Banking Fees	135,240	83,573	61.80%	12,380

Total Administrative **5,986,993** **994,459** **16.61%** **746,662**

Operations and Maintenance

Operations and Maintenance Consulting

GEC-Trust Indenture Support	763,997	281,928	36.90%	278,936
GEC-Financial Planning Support	275,000	66,422	24.15%	43,747
GEC-Toll Ops Support	2,550,000	154,812	6.07%	247,468
GEC-Roadway Ops Support	1,411,139	115,749	8.20%	102,304
GEC-Technology Support	654,369	158,806	24.27%	251,641
GEC-Public Information Support	200,000	46,308	23.15%	51,158
GEC-General Support	1,360,000	198,789	14.62%	277,048
General System Consultant	1,159,640	307,054	26.48%	256,823
Traffic Modeling	150,000	-	-	91,842
Traffic and Revenue Consultant	500,000	162,641	32.53%	191,735
Total Operations and Maintenance Consulting	9,024,145	1,492,507	16.54%	1,792,702

Roadway Operations and Maintenance

Roadway Maintenance	1,868,052	1,065,486	57.04%	447,463
Landscape Maintenance	2,949,320	1,315,369	44.60%	599,145
Maintenance Supplies-Roadway	300,000	-	-	26,100
Tools & Equipment Expense	25,000	444	1.78%	-
Gasoline	30,000	5,112	17.04%	3,714
Repair & Maintenance - Vehicles	10,000	674	6.74%	369
Natural Gas	2,500	1,285	51.40%	1,100
Electricity - Roadways	250,000	63,807	25.52%	40,389
Total Roadway Operations and Maintenance	5,434,872	2,452,178	45.12%	1,118,279

Toll Processing and Collection Expense

Image Processing	4,208,340	1,023,675	24.32%	931,654
Tag Collection Fees	8,453,846	2,361,248	27.93%	1,933,623
Court Enforcement Costs	10,000	-	-	-
DMV Lookup Fees	200	-	-	-
Total Processing and Collection Expense	12,672,387	3,384,923	26.71%	2,865,277

Toll Operations Expense

Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	123	24.67%	123
Refuse	2,180	640	29.37%	393
Water - Irrigation	7,500	3,082	41.09%	1,289
Electricity	500	111	22.17%	186
ETC spare parts expense	200,000	-	-	-
Repair & Maintenance Toll Equip	50,000	31,491	62.98%	-
Law Enforcement	500,000	106,434	21.29%	50,950
ETC Maintenance Contract	6,000,000	666,601	11.11%	43,900
Transaction Processing Maintenance Contract	1,500,000	-	-	-
ETC Toll Management Center System Operation	875,000	134,510	15.37%	37,500
ETC Development	559,000	2,759	0.49%	109,881
ETC Testing	275,000	-	-	-
Total Toll Operations Expense	9,972,680	945,752	9.48%	244,222

Total Operations and Maintenance 37,104,083 8,275,359 22.30% 6,020,480

Other Expenses

Special Projects and Contingencies

HERO	149,000	36,957	24.80%	36,957
Special Projects	100,000	-	-	-
71 Express Net Revenue Payment	5,000,000	1,324,641	26.49%	1,101,925
Customer Relations	3,000	-	-	-
Technology Initiatives	75,000	-	-	10,279
Other Contractual Svcs	370,000	75,500	20.41%	59,500
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,997,000	1,437,098	23.96%	1,208,661

Non Cash Expenses

Amortization Expense	2,020,950	320,073	15.84%	349,778
Amort Expense - Refund Savings	9,073,105	1,330,277	14.66%	678,856
Dep Exp - Furniture & Fixtures	2,178	653	30.00%	653
Dep Expense - Equipment	-	-	-	625
Dep Expense - Autos & Trucks	46,496	13,338	28.69%	5,735
Dep Expense - Buildng & Toll Fac	176,748	44,187	25.00%	44,187
Dep Expense - Highways & Bridges	53,479,102	12,655,386	23.66%	12,655,386
Dep Expense - Toll Equipment	4,736,604	1,035,778	21.87%	1,018,608
Dep Expense - Signs	1,052,717	254,143	24.14%	254,143
Dep Expense - Land Improvements	884,934	221,234	25.00%	221,234
Depreciation Expense - Computers	64,319	47,270	73.49%	47,270
Total Non Cash Expenses	71,537,153	15,922,338	22.26%	15,276,476

Total Other Expenses 77,534,153 17,359,437 22.39% 16,485,137

Non Operating Expenses

Bond Issuance Expense	1,250,000	132,074	10.57%	331,120
Loan Fee Expense	14,500	-	-	-
Interest Expense	83,664,454	19,504,907	23.31%	20,560,802
CAMPO RIF Payment	-	-	-	5,000,000
Community Initiatives	150,000	-	-	17,550
Total Non Operating Expenses	\$85,078,954	\$19,636,981	23.08%	\$25,909,472
<hr/>				
TOTAL EXPENSES	212,478,727	47,363,523	22.29%	50,513,496
Net Income	\$ (27,598,593)	\$ 6,125,839		\$ (9,668,967)

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2022

	as of 09/30/2022	as of 09/30/2021
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 3,518,183	\$ 1,234,218
Cash in TexStar	42,930	1,040,217
Regions Payroll Account	99,387	149,919
Restricted Cash		
Goldman Sachs FSGF 465	1,103,383,771	542,367,543
Restricted Cash - TexSTAR	10,409,892	151,866,879
Overpayments account	291,108	626,619
Total Cash and Cash Equivalents	<u>1,117,745,271</u>	<u>697,285,393</u>
Accounts Receivable		
Accounts Receivable	2,770,089	2,770,089
Due From Other Agencies	65,805	83,228
Due From TTA	548,177	4,039,245
Due From NTTA	1,062,984	1,148,059
Due From HCTRA	2,065,183	1,593,212
Due From TxDOT	164,602	139,239
Interest Receivable	693,342	675,683
Total Receivables	<u>7,370,183</u>	<u>10,448,756</u>
Short Term Investments		
Treasuries	(0)	329,356,750
Agencies	(0)	169,282,486
Total Short Term Investments	<u>(0)</u>	<u>498,639,236</u>
Total Current Assets	<u>1,125,115,454</u>	<u>1,206,373,386</u>
Total Construction in Progress	305,998,504	211,140,943
Fixed Assets (Net of Depreciation and Amortization)		
Computers	51,237	240,318
Computer Software	1,470,864	2,311,532
Furniture and Fixtures	1,525	4,138
Equipment	9,624	119,838
Autos and Trucks	80,545	33,797
Buildings and Toll Facilities	4,372,832	4,549,579
Highways and Bridges	1,704,435,035	1,750,072,871
Toll Equipment	19,023,709	21,457,435
Signs	12,908,180	13,485,020
Land Improvements	5,978,035	6,862,969
Right of way	88,149,606	88,149,606
Leasehold Improvements	33,176	79,319
Total Fixed Assets	<u>1,836,514,366</u>	<u>1,887,366,423</u>
Other Assets		
Intangible Assets-Net	173,961,907	123,655,207
2005 Bond Insurance Costs	3,301,851	3,594,056
Deferred Outflows (pension related)	675,913	641,074
Pension Asset	2,549,818	591,247
Total Other Assets	<u>180,489,489</u>	<u>128,481,583</u>
Total Assets	<u><u>\$ 3,448,117,813</u></u>	<u><u>\$ 3,433,362,336</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2022

	as of 09/30/2022	as of 09/30/2021
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 45,341,686	\$ 36,194,303
Construction Payable	5,224,340	10,022,980
Overpayments	294,629	629,946
Interest Payable	20,449,024	24,735,845
TCDRS Payable	74,574	60,707
Due to other Agencies	2,849	8,118
Due to TTA	624,134	319,374
Due to NTTA	-	83,919
Due to HCTRA	148,238	118,502
Due to Other Entities	57,776	1,104,346
71E TxDOT Obligation - ST	3,142,749	2,625,615
Total Current Liabilities	75,359,999	75,903,656
Long Term Liabilities		
Compensated Absences	268,014	285,301
Deferred Inflows (pension related)	1,481,361	109,052
Long Term Payables	1,749,375	394,353
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	89,266,291	82,850,936
Senior Lien Revenue Bonds 2011	19,136,793	18,857,674
Senior Refunding Bonds 2013	3,475,000	7,080,000
Senior Lien Revenue Bonds 2015	10,000,000	298,790,000
Senior Lien Refunding Revenue Bonds 2016	70,790,000	348,295,000
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	55,600,000	56,205,000
Senior Lien Refunding Bonds 2020C	138,435,000	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	274,625,000	-
Senior Lien Refunding Bonds 2021E	335,610,000	-
Sn Lien Rev Bnd Prem/Disc 2013	447,279	2,236,397
Sn Lien Revenue Bnd Prem 2015	-	16,888,708
Senior Lien Premium 2016 Revenue Bonds	7,383,436	37,969,218
Sn Lien Revenue Bond Premium 2018	3,083,148	3,349,721
Senior Lien Revenue Bond Premium 2020A	11,304,305	11,441,313
Senior Lien Refunding Bond Premium 2020B	11,637,887	12,172,962
Senior Lien Revenue Bonds Premium 2020E	25,427,076	27,142,462
Senior Lien Revenue Bonds Premium 2021B	53,414,235	53,706,204
Senior Lien Refunding Bonds Premium 2021D	44,749,354	-
Total Senior Lien Revenue Bonds	1,671,229,804	1,632,265,594

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2022

	as of 09/30/2022	as of 09/30/2021
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	2,725,000	5,320,000
Sub Lien Refunding Bonds 2016	72,605,000	73,055,000
Subordinated Lien BANS 2018	-	46,020,000
Sub Lien Refunding Bonds 2020D	98,580,000	99,705,000
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 2013 Prem/Disc	95,437	477,185
Sub Refunding 2016 Prem/Disc	5,587,450	6,407,577
Sub Lien BANS 2018 Premium	-	(0)
Subordinated Lien BANS 2020F Premium	9,006,445	13,009,310
Subordinated Lien Refunding Bonds Premium 2020G	7,067,227	7,471,198
Sub Lien BANS 2021C Premium	32,349,629	39,961,306
Total Sub Lien Revenue Bonds	644,646,188	708,056,576
Other Obligations		
TIFIA Note 2021	353,243,889	307,045,008
71E TxDOT Obligation - LT	55,077,264	57,263,411
Regions 2017 MoPAC Note	-	24,990,900
Regions 2022 MoPac Loan	24,690,900	-
Total Other Obligations	433,012,053	389,299,319
Total Long Term Liabilities	2,750,637,420	2,730,015,842
Total Liabilities	2,825,997,419	2,805,919,498
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	494,532,189	515,649,438
Current Year Operations	6,126,101	(9,668,704)
Total Net Assets	622,120,394	627,442,838
Total Liabilities and Net Assets	\$ 3,448,117,813	\$ 3,433,362,336

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of September 2022

Cash flows from operating activities:

Receipts from toll revenues	\$	55,149,297
Payments to vendors		(11,520,977)
Payments to employees		(1,143,867)
Net cash flows provided by (used in) operating activities		42,484,453

Cash flows from capital and related financing activities:

Issuance Expense		(132,074)
Payments on bonds / loans		(300,000)
Interest payments		(39,904,215)
RIF Contribution		(5,000,000)
Acquisition of capital assets - non project		(1,815,039)
Acquisitions of construction in progress		(20,297,206)
Net cash flows provided by (used in) capital and related financing activities		(67,448,534)

Cash flows from investing activities:

Interest Receivable		2,018
Interest income		3,702,579
Purchase of investments		(21,098,870)
Proceeds from sale or maturity of investments		131,044,443
Net cash flows provided by (used in) investing activities		113,648,151
Net increase (decrease) in cash and cash equivalents		88,684,070
Cash and cash equivalents at beginning of period		1,029,061,201
Cash and cash equivalents at end of period	\$	1,117,745,271

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

Operating income	\$	22,060,850
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		15,917,980
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		4,906,690
(Increase) decrease in prepaid expenses and other assets		(128,063)
(Decrease) increase in accounts payable		(724,064)
Increase (decrease) in accrued expenses		451,059
Total adjustments		20,423,602
Net cash flows provided by (used in) operating activities	\$	42,484,453

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	180,711,513
Restricted cash and cash equivalents		937,033,758
Total	\$	1,117,745,271

INVESTMENTS by FUND

		Balance September 30, 2022		
Renewal & Replacement Fund				TexSTAR 10,452,741.28
	TexSTAR	1,805.86		Goldman Sachs 1,098,099,878.80
	Goldman Sachs	40,175.84		Agencies & Treasury Notes -
	Agencies/ Treasuries		41,981.70	
Grant Fund				\$ 1,108,552,620.08
	TexSTAR	457,564.31		
	Goldman Sachs	9,664,893.85		
	Agencies/ Treasuries	MATURED	10,122,458.16	
Senior Debt Service Reserve Fund				
	TexSTAR	993,057.18		
	Goldman Sachs	107,428,216.31		
	Agencies/ Treasuries	MATURED	108,421,273.49	
2010 Senior Lien Debt Service Account				
	Goldman Sachs	60,945.96	60,945.96	
2011 Sr Debt Service Accountt				
	Goldman Sachs	2,805,792.77	2,805,792.77	
2013 Sr Debt Service Accountt				
	Goldman Sachs	2,657,603.94	2,657,603.94	
2013 Sub Debt Service Account				
	Goldman Sachs	2,084,078.42	2,084,078.42	
2013 Sub Debt Service Reserve Fund				
	Goldman Sachs	123.87	785,942.42	
	TexSTAR	785,818.55		
2015 Sr Debt Service Account				
	Goldman Sachs	4,503,001.01	4,503,001.01	
2016 Sr Lien Rev Refunding Debt Service Account				
	Goldman Sachs	10,989,475.65	10,989,475.65	
2016 Sub Lien Rev Refunding Debt Service Account				
	Goldman Sachs	1,704,969.70	1,704,969.70	
2016 Sub Lien Rev Refunding DSR				
	Goldman Sachs	7,030,860.40	7,030,860.40	
	Agencies/ Treasuries	-		
Operating Fund				
	TexSTAR	42,849.34		
	TexSTAR-Trustee	5,035,907.38		
	Goldman Sachs	7,850,774.27	12,929,530.99	
Revenue Fund				
	Goldman Sachs	8,808,344.27	8,808,344.27	
General Fund				
	TexSTAR	1,145,928.21		
	Goldman Sachs	127,144,500.92		
	Agencies/ Treasuries	-	128,290,429.13	
71E Revenue Fund				
	Goldman Sachs	24,133,657.79	24,133,657.79	
MoPac Revenue Fund				
	Goldman Sachs	88,572.45	88,572.45	
MoPac General Fund				
	Goldman Sachs	8,116,908.05	8,116,908.05	
MoPac Operating Fund				
	Goldman Sachs	183,208.77	183,208.77	
MoPac Loan Repayment Fund				
	Goldman Sachs	433,837.98	433,837.98	
2015B Project Account				
	Goldman Sachs	42,184,855.21		
	TexSTAR	352,205.25	42,537,060.46	
2015 TIFIA Project Account				
	Goldman Sachs	38,558,045.36		
	TexSTAR	699,711.28		
	Agencies/ Treasuries	-	39,257,756.64	
2011 Sr Financial Assistance Fund				
	Goldman Sachs	978,002.53	978,018.54	
	TexSTAR	16.01		
2018 Sr Lien Debt Service Account				
	Goldman Sachs	454,779.02	454,779.02	
2018 Sr Lien Project Cap I				
	Goldman Sachs	200,753.72	200,753.72	
2018 Sr Lien Project Account				
	Goldman Sachs	11,008,564.70		
	TexSTAR	937,877.91	11,946,442.61	
2020A Senior Lien Debt Service Account				
	Goldman Sachs	962,574.70	962,574.70	
2020B Senior Lien Debt Service Account				
	Goldman Sachs	1,148,654.29	1,148,654.29	
2020C Senior Lien Debt Service Account				
	Goldman Sachs	947,317.32	947,317.32	
2020D Sub Lien Debt Service Account				
	Goldman Sachs	1,601,575.31	1,601,575.31	
2020D Sub Debt Service Reserve Fund				
	Goldman Sachs	8,161,305.18	8,161,305.18	
2020E Senior Lien Project Account				
	Goldman Sachs	152,264,706.91	152,264,706.91	
2020E Senior Lien Project Cap Interest				
	Goldman Sachs	21,814,242.42	21,814,242.42	
2020F Sub Lien Project Account				
	Goldman Sachs	24,870,974.64	24,870,974.64	
2020F Sub Lien Deb Service Account				
	Goldman Sachs	1,389,629.39	1,389,629.39	
2020G Sub Lien Debt Service Account				
	Goldman Sachs	639,849.91	639,849.91	
2020G Sub Lien Debt Service Reserve Account				
	Goldman Sachs	2,755,846.98	2,755,846.98	
2021A Sub Lien Debt Service Reserve Account				
	Goldman Sachs	11,619,833.05	11,619,833.05	30,353,788.03
2021A Sub Debt Service Account				
	Goldman Sachs	96.22	96.22	
2021B Senior Lien Cap I Project Fund				
	Goldman Sachs	46,202,998.18	46,202,998.18	
2021B Senior Lien Project Account				
	Goldman Sachs	231,025,689.04		
	Agencies/ Treasuries	MATURED	231,025,689.04	
2021C Sub Lien Cap I Project Fund				
	Goldman Sachs	1,342.90	1,342.90	
2021C Sub Lien Project Account				
	Goldman Sachs	162,630,875.32	162,630,875.32	
2021C Sub Lien Debt Service Account				
	Goldman Sachs	3,059,567.40	3,059,567.40	
2021D Senior Lien Debt Service Account				
	Goldman Sachs	3,169,032.81	3,169,032.81	
2021E Senior Lien Debt Service Account				
	Goldman Sachs	4,718,824.07	4,718,824.07	
			\$ 1,108,552,620.08	

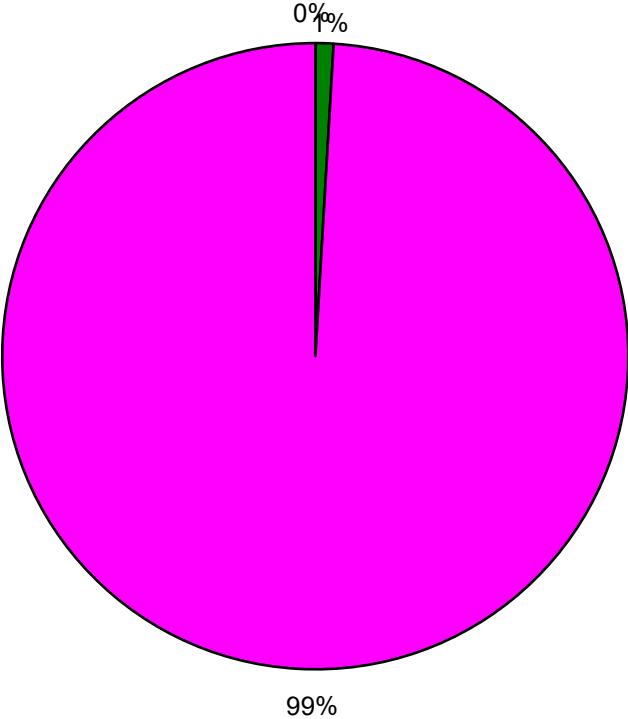
CTRMA INVESTMENT REPORT

	Month Ending 9/30/2022					Rate September	
	Balance 9/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 9/30/2022
Amount in Trustee TexStar							
* 2011 Sr Lien Financial Assist Fund	16.01			0.00		16.01	2.2941%
* 2013 Sub Lien Debt Service Reserve	784,339.61			1,478.94		785,818.55	2.2941%
* General Fund	1,143,771.52			2,156.69		1,145,928.21	2.2941%
* Trustee Operating Fund	5,024,502.99	4,000,000.00		11,404.39	4,000,000.00	5,035,907.38	2.2941%
* Renewal and Replacement	1,802.46			3.40		1,805.86	2.2941%
* Grant Fund	456,703.15			861.16		457,564.31	2.2941%
* Senior Lien Debt Service Reserve Fund	991,188.21			1,868.97		993,057.18	2.2941%
* 2015B Sr Ln Project	351,542.38			662.87		352,205.25	2.2941%
* 2015C TIFIA Project	698,394.40			1,316.88		699,711.28	2.2941%
* 2018 Sr Lien Project Account	936,112.77			1,765.14		937,877.91	2.2941%
	10,388,373.50	4,000,000.00		21,518.44	4,000,000.00	10,409,891.94	
Amount in TexStar Operating Fund	41,790.90	3,000,000.00		1,058.44	3,000,000.00	42,849.34	2.2941%
Goldman Sachs							
* Operating Fund	7,762,787.68	4,077,280.38		13,779.10	4,003,072.89	7,850,774.27	2.4719%
* 2020A Senior Lien Debt Service Account	862,302.19	98,815.62		1,456.89		962,574.70	2.4719%
* 2020B Senior Lien Debt Service Account	870,873.17	276,450.46		1,330.66		1,148,654.29	2.4719%
* 2020C Senior Lien Debt Service Account	631,944.03	314,498.42		874.87		947,317.32	2.4719%
* 2020D Sub Lien Debt Service Account	1,257,708.94	341,898.96		1,967.41		1,601,575.31	2.4719%
* 2020D Sub Debt Service Reserve Fund	8,146,797.25			14,507.93		8,161,305.18	2.4719%
* 2020E Sr Lien Project Account	151,994,033.76			270,673.15		152,264,706.91	2.4719%
* 2020E Sr Ln Project Cap Interest	21,775,464.36			38,778.06		21,814,242.42	2.4719%
* 2020F Sub Lien Project Account	25,518,561.50			49,935.41	697,522.27	24,870,974.64	2.4719%
* 2020F Sub Lien Debt Service Account	926,989.05	461,357.03		1,283.31		1,389,629.39	2.4719%
* 2020G Sub Lien Debt Service Account	426,828.81	212,430.20		590.90		639,849.91	2.4719%
* 2020G Sub Debt Service Reserve Fund	2,655,331.16	95,863.53		4,652.29		2,755,846.98	2.4719%
* 2021A Sub Debt Service Reserve Fund	11,052,799.07	547,787.33		19,246.65		11,619,833.05	2.4719%
* 2021A Sub Debt Service Account	96.05			0.17		96.22	2.4719%
* 2021B Senior Lien Cap I Project Fund	46,120,865.48			82,132.70		46,202,998.18	2.4719%
* 2021B Senior Lien Project Account	130,757,833.62	100,035,000.00		232,855.42		231,025,689.04	2.4719%
* 2021C Sub Lien Cap I Project Fund	1,340.51			2.39		1,342.90	2.4719%
* 2021C Sub Lien Project Account	164,155,559.36			4,281,313.84	5,805,997.88	162,630,875.32	2.4719%
* 2021C Sub Lien Debt Service Account	2,040,520.34	1,016,222.72		2,824.34		3,059,567.40	2.4719%
* 2021D Senior Lien Debt Service Account	2,192,875.27	973,027.48		3,130.06		3,169,032.81	2.4719%
* 2021E Senior Lien Debt Service Account	3,650,220.28	1,062,950.10		5,653.69		4,718,824.07	2.4719%
* 2011 Sr Financial Assistance Fund	976,263.91			1,738.62		978,002.53	2.4719%
* 2010 Senior DSF	60,837.62			108.34		60,945.96	2.4719%
* 2011 Senior Lien Debt Service Account	2,491,209.23	310,394.25		4,189.29		2,805,792.77	2.4719%
* 2013 Senior Lien Debt Service Account	2,349,967.04	303,693.80		3,943.10		2,657,603.94	2.4719%
* 2013 Sub Debt Service Reserve Fund	123.65			0.22		123.87	2.4719%
* 2013 Subordinate Debt Service Account	1,842,818.51	238,167.79		3,092.12		2,084,078.42	2.4719%
* 2015A Sr Lien Debt Service Account	4,494,995.93			8,005.08		4,503,001.01	2.4719%
* 2015B Project Account	42,109,862.26			74,992.95		42,184,855.21	2.4719%
* 2015C TIFIA Project Account	38,603,936.40			68,876.49	114,767.53	38,558,045.36	2.4719%
* 2016 Sr Lien Rev Refunding Debt Service Account	10,294,355.33	677,326.81		17,793.51		10,989,475.65	2.4719%
* 2016 Sub Lien Rev Refunding Debt Service Account	1,331,663.19	371,230.70		2,075.81		1,704,969.70	2.4719%
* 2016 Sub Lien Rev Refunding DSR	7,018,361.48			12,498.92		7,030,860.40	2.4719%
* 2018 Sr Lien Project Cap I	200,396.85			356.87		200,753.72	2.4719%
* 2018 Sr Lien Debt Service Account	302,945.38	151,414.77		418.87		454,779.02	2.4719%
* 2018 Sr Lien Project Account	11,003,962.48			19,599.59	14,997.37	11,008,564.70	2.4719%
* Grant Fund	7,206,204.66	2,445,855.75		12,833.44		9,664,893.85	2.4719%
* Renewal and Replacement	19,078.57	700,000.00		199.45	679,102.18	40,175.84	2.4719%
* Revenue Fund	8,032,736.04	18,415,085.26		13,718.00	17,653,195.03	8,808,344.27	2.4719%
* General Fund	122,880,283.68	4,788,517.40		200,345.80	724,645.96	127,144,500.92	2.4719%
* Senior Lien Debt Service Reserve Fund	97,266,783.36	10,003,500.00		157,932.95		107,428,216.31	2.4719%
* 71E Revenue Fund	23,110,368.33	1,121,935.71		40,176.43	138,822.68	24,133,657.79	2.4719%
* MoPac Revenue Fund	443,654.66	1,097,177.12		339.05	1,452,598.38	88,572.45	2.4719%
* MoPac General Fund	11,810,183.79	1,308,630.13		20,913.83	5,022,819.70	8,116,908.05	2.4719%
* MoPac Operating Fund	476,347.55	50,410.62		1,159.66	344,709.06	183,208.77	2.4719%
* MoPac Loan Repayment Fund	289,551.56	143,968.25		318.17		433,837.98	2.4719%
	977,418,623.34	151,640,890.59		5,692,615.80	36,652,250.93	1,098,099,878.80	
Amount in Fed Agencies and Treasuries							
Amortized Principal	112,444,442.74				112,444,442.74	0.00	
	112,444,442.74					0.00	
Certificates of Deposit							
Total in Pools	10,430,164.40	7,000,000.00		22,576.88	7,000,000.00	10,452,741.28	
Total in GS FSGF	977,418,623.34	151,640,890.59		5,692,615.80	36,652,250.93	1,098,099,878.80	
Total in Fed Agencies and Treasuries	112,444,442.74				112,444,442.74	0.00	
Total Invested	1,100,293,230.48	158,640,890.59		5,715,192.68	156,096,693.67	1,108,552,620.08	

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

9/30/2022

Allocation of Funds



- Total in Pools
- Total in Money Market
- Total in Fed Agencies
- Total in CD's

Amount of Investments As of September 30, 2022

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Agency - Federal Farm Credit	3133EM5T5	MATURED	MATURED	MATURED	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	MATURED	MATURED	MATURED	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	MATURED	MATURED	MATURED	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		-	-	-				

Agency	CUSIP #	COST	Cumulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Agency - Federal Farm Credit	3133EM5T5	MATURED	MATURED	MATURED	2,445,000.00	142.63	12.11	154.74
Agency - Federal Farm Credit	3133EM5T5a	MATURED	MATURED	MATURED	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	MATURED	MATURED	MATURED	100,000,000.00	5,833.33	495.58	6,328.91
		-	-	-	112,445,000.00	6,559.29	(125.20)	6,434.09

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	3,774,926.04		5,083.71		3,780,009.75

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	116,751.99		169.22		116,921.21

Travis County Escrow Fund - Old San Antonio Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	47,302.51		66.13		47,368.64

Travis County Escrow Fund - Old Lockhart Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	262,649.14		417.18		263,066.32

Travis County Escrow Fund - County Line Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	324,190.50		460.32		324,650.82

Travis County Escrow Fund - South Pleasant Valley Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	334,023.76		443.20		334,466.96

Travis County Escrow Fund - Thaxton Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	140,807.79		187.71		140,995.50

Travis County Escrow Fund - Pearce Lane Road

	Balance		Accrued		Balance
	9/1/2022	Additions	Interest	Withdrawals	9/30/2022
Goldman Sachs	317,605.74		424.90		318,030.64



PERFORMANCE

As of September 30, 2022

Current Invested Balance	\$8,448,258,598.47
Weighted Average Maturity (1)	12 Days
Weighted Average Life (2)	48 Days
Net Asset Value	0.999510
Total Number of Participants	994
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$17,014,012.43
Management Fee Collected	\$434,628.93
% of Portfolio Invested Beyond 1 Year	6.86%
Standard & Poor's Current Rating	AAAm

September Averages

Average Invested Balance	\$8,813,500,442.00
Average Monthly Yield, on a simple basis	2.2941%
Average Weighted Maturity (1)	16 Days
Average Weighted Life (2)	43 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.

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

NEW PARTICIPANTS

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

- * Brazoria County Municipal Utility District No. 22
- * City Park Redevelopment Authority
- * City of Sweeny

HOLIDAY REMINDER

In observance of **Columbus Day**, **TexSTAR will be closed on Monday, October 10, 2022**. All ACH transactions initiated on Friday, October 7th will settle on Tuesday, October 11th. Please plan accordingly for your liquidity needs.

In observance of **Veterans Day**, **TexSTAR will be closed on Friday, November 11, 2022**. All ACH transactions initiated on Thursday, November 10th will settle on Monday, November 14th. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

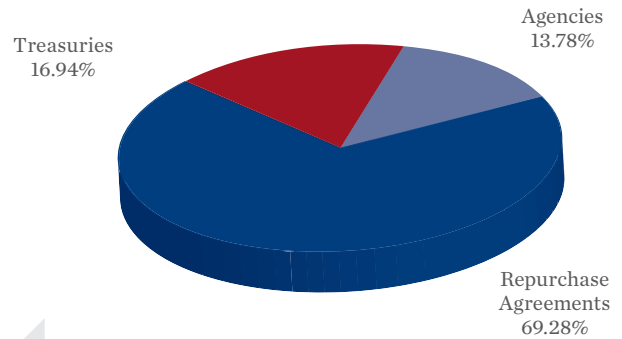
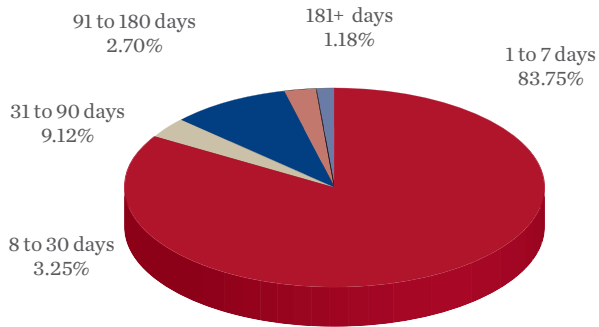
Market review

US Treasury yields continued their move higher amid stronger than expected inflation data and a more hawkish September Federal Open Market Committee (FOMC) meeting outcome, as economic data continued to show the economy losing steam despite strength in the labor market. Economic data continued to point to the risk of a recession emerging in the months ahead as a massive fiscal drag, a higher dollar and rising mortgage rates softened growth prospects. Federal Reserve (Fed) rate hikes have been effective in dragging down activity in the housing market, and September showed additional weakening in several housing indicators. With nine straight monthly declines reported for the NAHB's gauge of homebuilder sentiment, seven straight monthly declines for existing home sales, and six straight declines for single-family housing permits. With mortgage rates now approaching 7%, the drop in housing demand also appeared to be weighing on home prices. More broadly, recent purchasing managers' index (PMI) surveys pointed to the economy losing steam. The output index from the manufacturing survey averaged 49.4 over the latest three months, down from a 54.3 average over the prior three. Similarly, the activity index from the services survey averaged 46.7 over the latest three months, weakening from a 53.9 average over the prior three. Moreover, August was a soft month for real consumer spending, which grew 0.1% for the month. The saving rate remained at 3.5%, unchanged from July. Price increases appeared to be taking a toll as real personal income was down -2.3% year-over-year (y/y).

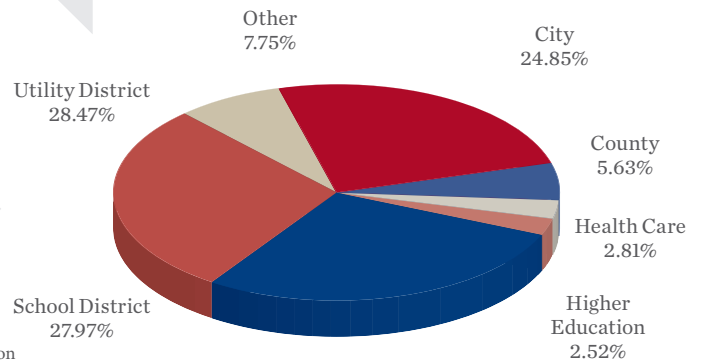
(continued page 4)

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2022



PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2022 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2022

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

HISTORICAL PROGRAM INFORMATION

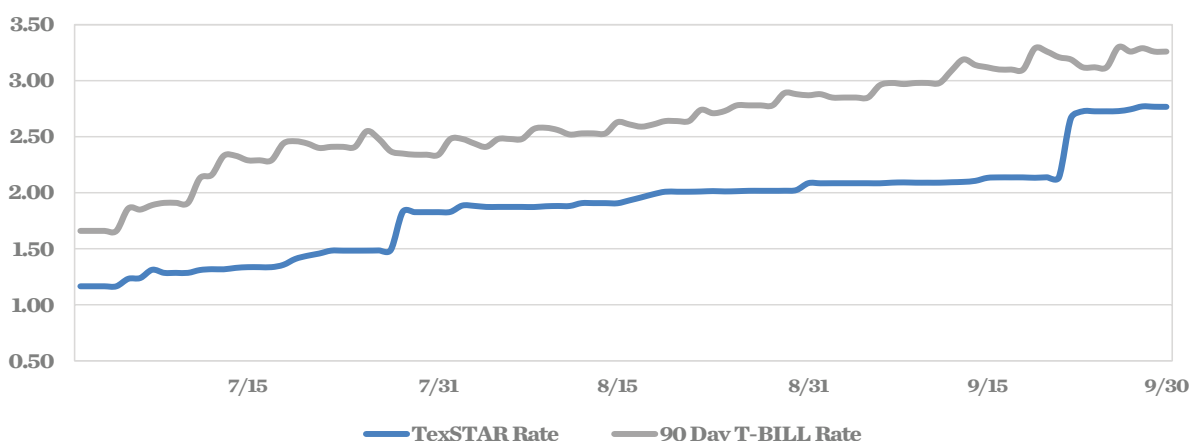
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 22	2.2941 %	\$8,448,258,598.47	\$8,444,307,157.72	0.999510	16	43	994
Aug 22	1.9469%	8,988,292,520.61	8,983,610,837.50	0.999479	27	50	991
Jul 22	1.4010%	9,799,798,062.32	9,793,880,215.07	0.999396	34	49	990
Jun 22	0.9850%	9,799,299,684.61	9,793,062,348.93	0.999363	42	57	989
May 22	0.6459%	9,701,777,049.61	9,700,243,468.41	0.999841	43	61	988
Apr 22	0.3225%	8,985,925,505.16	8,984,338,322.90	0.999818	39	60	986
Mar 22	0.1070%	9,050,970,696.95	9,050,137,013.72	0.999907	27	38	981
Feb 22	0.0104%	9,779,113,455.23	9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	977
Nov 21	0.0102%	8,132,746,877.26	8,133,007,416.80	1.000032	47	62	965
Oct 21	0.0100%	8,641,191,692.82	8,641,540,291.95	1.000040	41	58	963

PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 564.28	\$ 564.28
Accrual of Interest Income	3,740,956.37	3,740,956.37
Interest and Management Fees Payable	(16,944,724.91)	(16,944,724.91)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	5,861,584,999.52	5,861,584,999.52
Government Securities	2,599,876,803.21	2,595,925,362.46
TOTAL	\$ 8,448,258,598.47	\$ 8,444,307,157.72

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 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2022	2.0840%	0.000057096	\$8,965,804,899.79	0.999480	20	48
9/2/2022	2.0846%	0.000057113	\$8,989,650,258.51	0.999509	19	46
9/3/2022	2.0846%	0.000057113	\$8,989,650,258.51	0.999509	19	46
9/4/2022	2.0846%	0.000057113	\$8,989,650,258.51	0.999509	19	46
9/5/2022	2.0846%	0.000057113	\$8,989,650,258.51	0.999509	19	46
9/6/2022	2.0840%	0.000057095	\$8,966,612,952.72	0.999475	18	45
9/7/2022	2.0897%	0.000057253	\$8,944,783,702.21	0.999477	18	45
9/8/2022	2.0918%	0.000057310	\$8,902,465,700.46	0.999464	18	45
9/9/2022	2.0894%	0.000057245	\$8,795,357,551.98	0.999463	17	44
9/10/2022	2.0894%	0.000057245	\$8,795,357,551.98	0.999463	17	44
9/11/2022	2.0894%	0.000057245	\$8,795,357,551.98	0.999463	17	44
9/12/2022	2.0933%	0.000057350	\$8,996,839,493.69	0.999486	16	43
9/13/2022	2.0966%	0.000057441	\$9,015,054,814.24	0.999439	16	42
9/14/2022	2.1058%	0.000057694	\$9,027,560,180.02	0.999445	15	42
9/15/2022	2.1325%	0.000058424	\$8,901,803,376.22	0.999418	15	42
9/16/2022	2.1367%	0.000058540	\$8,922,337,900.88	0.999454	14	41
9/17/2022	2.1367%	0.000058540	\$8,922,337,900.88	0.999454	14	41
9/18/2022	2.1367%	0.000058540	\$8,922,337,900.88	0.999454	14	41
9/19/2022	2.1334%	0.000058448	\$8,879,526,570.08	0.999450	14	41
9/20/2022	2.1377%	0.000058566	\$8,815,603,597.81	0.999455	14	41
9/21/2022	2.1362%	0.000058527	\$8,792,302,680.89	0.999458	14	40
9/22/2022	2.6633%	0.000072968	\$8,596,862,104.97	0.999478	14	41
9/23/2022	2.7268%	0.000074708	\$8,624,169,073.84	0.999515	14	40
9/24/2022	2.7268%	0.000074708	\$8,624,169,073.84	0.999515	14	40
9/25/2022	2.7268%	0.000074708	\$8,624,169,073.84	0.999515	14	40
9/26/2022	2.7288%	0.000074761	\$8,583,332,057.51	0.999522	13	40
9/27/2022	2.7444%	0.000075189	\$8,581,989,162.67	0.999515	13	40
9/28/2022	2.7708%	0.000075912	\$8,496,977,725.93	0.999503	13	49
9/29/2022	2.7676%	0.000075825	\$8,505,041,028.06	0.999497	13	49
9/30/2022	2.7669%	0.000075805	\$8,448,258,598.47	0.999510	12	48
Average	2.2941%	0.000062853	\$8,813,500,442.00		16	43



ECONOMIC COMMENTARY (cont.)

It appears that consumers have been dipping into the “excess saving” built up from federal outlays during the pandemic to fund recent spending.

Meanwhile, inflation showed some signs of turning over but remained persistently high. Despite hopes for a slightly negative headline inflation print, the August CPI report came in above expectations as broad-based goods and services inflation offset the impact of large declines in gasoline prices. Headline CPI rose by 0.1% month-over-month (m/m) (vs. consensus -0.1%), and core CPI jumped 0.6% m/m (vs. consensus 0.3%), translating to year-over-year gains of 8.3% and 6.3%, respectively. While year-over-year CPI declined from 8.5% the previous month, core CPI increased from 5.9% in July. Similarly, the headline personal consumption expenditure (PCE) price index rose 0.3% m/m and 6.2% y/y in August, down from 6.4% y/y in July. The core PCE index increased 0.6% m/m and 4.9% y/y, up from 4.7% y/y in July. Within the CPI data, gasoline was a major source of the disinflation, but other categories impacted by commodities were slower to cool. While gasoline prices fell 10.6%, utility gas spiked 3.5% and electricity prices remain elevated. Food prices also rose, although the 0.8% increase was more modest than in recent months. Services prices continued to accelerate, with transportation services and medical care services rising 0.5% and 0.8%. However, airline fares continued to decline another -4.6% after falling -7.8% in July. Rental inflation, one of the stickiest parts of inflation, continued to firm as both tenants’ rent, and owner’s equivalent rent rose another 0.7%. Despite declines in the Manheim Used Vehicle Index, prices for used vehicles only ticked down by 0.1%, less than expected, and prices for new cars rose 0.8%.

Employment remained a bright spot. The August employment report continued to show solid job growth with a slight tick down in earnings and a modest rise in the unemployment rate driven by a healthy increase in the labor force. Non-farm payrolls rose by 315,000. While gains were broad-based across the economy, the payroll increase was slightly less impressive following downward revisions of a cumulative -107,000 to the prior two months. An unexpected, but welcome, 786,000 surge in the labor force caused the unemployment rate to increase from 3.5% to 3.7%. Meanwhile, weekly jobless claims, which peaked at 262,000 at the beginning of August, the highest level since November, declined to a low of 193,000 (the lowest since April) before rising to 219,000 during the week ending October 1, which was still low by historical standards. As anticipated, the FOMC voted unanimously to raise the federal funds rate target range by 75 basis points (bps) to 3.00%-3.25%, the highest level in almost 15 years. The committee’s tone remained hawkish given policymakers are “highly attentive” to taming inflation that runs well above its 2% target. The big news came with the committee’s forward guidance through its Summary of Economic Projections (SEP) and much more hawkish median “dot” plot. Relative to their June forecasts, the Fed now sees the federal funds rate ending 2022 at 4.4% and hitting a 4.6% terminal rate in 2023, with rates remaining restrictive until at least 2025.

Real GDP growth projections were revised down from 1.7% y/y in 4Q22 to just 0.2%, and cut to 1.2% by 4Q23, followed by a more sustainable 1.5%-2.0% through 2025. Expectations for year-over-year PCE deflator inflation for 4Q22 were revised higher with headline up to 5.4% from 5.2% and core up to 4.5% from 4.3%. The 4Q22 unemployment rate forecast was pushed up to 3.8% compared to 3.7% in June. Chair Powell’s message remained clear and consistent, stating that the Fed will need to bring the federal funds rate to a restrictive level and keep it there for some time, while stressing the potential for pain ahead and increased challenges for a soft landing. The Fed chose to not make any adjustments to its quantitative tightening plan, letting it run in the background. However, as originally planned, the pace of assets rolling off its balance sheet was stepped up in September, to a pace of USD 95 billion a month (USD 60 billion in U.S. Treasuries and USD 35 billion in mortgages).

Volatility was elevated as financial conditions tightened during the month. In this environment, the U.S. Treasury yield curve inverted further with the difference between two-year and 10-year yields widened to -45 bps as front-end U.S. Treasury yields rose more dramatically. The two-year Treasury yield increased by 78bps to end the month at 4.28%. In the money market space, the three-month Treasury bill was the outperformer, rising only 34 bps on the month to end at 3.27%, while the six-month and 12-month Treasury bill yields increased 58 bps and 48 bps to end at 3.93% and 3.99%, respectively.



ECONOMIC COMMENTARY (cont.)

Outlook

As we enter the fourth quarter, slowing economic momentum and rising interest rates have increased recession fears with sharp corrections in both equity and fixed income markets. With employment still strong, CPI has been the driver of Fed policy. Overall, core inflation continues to run hotter than we and the Fed would like, but it is important to recognize that it is on the way down to more normal levels. Commodities disinflation should continue to drive declines in prices, particularly as they spill over to other categories such as goods and transportation services. Other economic data continue to point to inflation moderating, and we expect measures tied to the auto sector and travel/tourism will be weak in the coming months. Supply chain issues broadly continue to improve as we have seen in the Fed's Global Supply Chain index, and inflation expectations from both consumers and financial participants have now rolled over. That being said, shelter inflation remains much stickier than anticipated and is going to be difficult to bring down.

Aggressive central banks have pushed front-end global yields higher. Despite these meaningful moves, front-end yields are biased to go even higher as central banks continue to focus on fighting inflation through more aggressive rate hikes. Furthermore, historically, there hasn't been a point in time when the Fed has ended its rate hiking cycle with a negative real fed funds rate. Even after the most recent increase, the real fed funds rate is still deeply negative at -5%, signaling more hikes are needed. The FOMC seems to agree, given the significant upward revisions to the dot plot at the September meeting. Unless unemployment moves materially higher or signs emerge of a deep recession, we expect the Fed to remain singularly focused on controlling inflation through further rate hikes. We currently expect another 125 bps of rate hikes this year bringing the fed funds rate to a range of 4.25%-4.50% by year-end. It is becoming more likely that the US will enter a recession in 2023 as the Fed will continue hiking rates until growth slows enough to tackle unprecedented high inflation. Importantly, we expect this recession to be driven by central bank policy rather than by over-levered consumers or corporations.

This information is an excerpt from an economic report dated September 2022 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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Exhibit B

Financial Statements for October 2022

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending October 31, 2022

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	119,610,800	43,053,104	35.99%	37,686,767
Video Tolls	46,743,300	20,657,532	44.19%	13,397,028
Fee Revenue	13,845,900	3,494,690	25.24%	4,740,643
Total Operating Revenue	180,200,000	67,205,326	37.29%	55,824,438
Other Revenue				
Interest Income	3,190,301	5,794,702	181.63%	274,266
Grant Revenue	1,359,833	-	-	20,995
Misc Revenue	130,000	11,235	8.64%	89,283
Gain/Loss on Sale of Asset	-	-	-	6,568
Total Other Revenue	4,680,134	5,805,937	124.05%	391,112
TOTAL REVENUE	\$184,880,134	\$73,011,263	39.49%	56,215,550
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,621,321	1,087,465	23.53%	1,178,187
Salary Reserve	80,000	-	-	-
TCDRS	1,046,269	209,992	20.07%	298,479
FICA	232,304	47,340	20.38%	57,846
FICA MED	67,009	16,083	24.00%	18,235
Health Insurance Expense	580,271	128,048	22.07%	131,810
Life Insurance Expense	5,972	1,608	26.92%	2,026
Auto Allowance Expense	10,200	2,763	27.08%	2,975
Other Benefits	126,590	24,307	19.20%	36,567
Unemployment Taxes	4,608	32	0.70%	3,752
Total Salaries and Benefits	6,774,544	1,517,637	22.40%	1,729,877

Administrative

Administrative and Office Expenses

Accounting	9,500	2,703	28.45%	2,923
Auditing	190,000	138,655	72.98%	100,975
Financial Advisors	108,000	72,000	66.67%	-
Human Resources	30,000	36,688	122.29%	1,837
Legal	70,000	2,655	3.79%	-
IT Services	350,000	255,865	73.10%	45,528
Internet	150	-	-	-
Software Licenses	557,500	295,351	52.98%	182,548
Cell Phones	24,200	4,753	19.64%	6,418
Local Telephone Service	10,000	32,893	328.93%	29,525
Overnight Delivery Services	250	40	16.06%	44
Copy Machine	15,500	5,088	32.83%	3,816
Repair & Maintenance-General	8,000	-	-	2,273
Meeting Expense	12,750	4,848	38.03%	230
Toll Tag Expense	3,000	200	6.67%	420
Parking / Local Ride Share	2,800	419	14.95%	-
Mileage Reimbursement	3,950	566	14.34%	59
Insurance Expense	651,250	177,557	27.26%	197,561
Rent Expense	731,203	248,026	33.92%	175,073
Building Parking	3,500	769	21.96%	207
Legal Services	443,000	107,622	24.29%	29,029
Total Administrative and Office Expenses	3,224,553	1,386,698	43.00%	778,465

Office Supplies

Books & Publications	3,250	923	28.39%	292
Office Supplies	7,750	1,252	16.15%	673
Misc Office Equipment	4,500	8,470	188.21%	669
Computer Supplies	221,950	174,741	78.73%	12,111
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	3,100	668	21.54%	-
Postage Expense	550	122	22.20%	112
Total Office Supplies	246,100	186,175	75.65%	13,856

Communications and Public Relations

Graphic Design Services	75,000	-	-	-
Website Maintenance	111,500	34,850	31.26%	21,916
Research Services	140,000	-	-	10,109
Communications and Marketing	400,000	-	-	12,827
Advertising Expense	500,000	70,432	14.09%	85,718
Direct Mail	65,000	-	-	-
Video Production	82,500	28,359	34.37%	8,820
Photography	25,000	5,615	22.46%	199
Radio	50,000	-	-	-
Other Public Relations	2,500	-	-	-
Promotional Items	520,000	12,682	2.44%	-
Annual Report printing	1,500	-	-	780
Direct Mail Printing	26,000	-	-	-
Other Communication Expenses	15,000	18,018	120.12%	11,320
Total Communications and Public Relations	2,014,000	169,956	8.44%	151,688

Employee Development

Subscriptions	50,700	514	1.01%	123
Agency Memberships	78,550	1,360	1.73%	310
Continuing Education	4,800	-	-	185
Professional Development	19,150	375	1.96%	-
Other Licenses	1,900	497	26.15%	472
Seminars and Conferences	118,500	36,798	31.05%	2,560
Travel	93,500	1,139	1.22%	5,597
Total Employee Development	367,100	40,682	11.08%	9,247

Financing and Banking Fees

Trustee Fees	60,000	36,000	60.00%	26,513
Bank Fee Expense	3,240	361	11.15%	1,289
Continuing Disclosure	7,000	-	-	-
Arbitrage Rebate Calculation	15,000	16,300	108.67%	12,905
Rating Agency Expense	50,000	31,000	62.00%	-
Total Financing and Banking Fees	135,240	83,661	61.86%	40,706

Total Administrative **5,986,993** **1,867,173** **31.19%** **993,962**

Operations and Maintenance

Operations and Maintenance Consulting

GEC-Trust Indenture Support	763,997	416,287	54.49%	288,489
GEC-Financial Planning Support	275,000	109,015	39.64%	66,062
GEC-Toll Ops Support	2,550,000	255,148	10.01%	292,635
GEC-Roadway Ops Support	1,411,139	184,265	13.06%	179,426
GEC-Technology Support	654,369	191,782	29.31%	269,381
GEC-Public Information Support	200,000	82,661	41.33%	74,470
GEC-General Support	1,360,000	345,939	25.44%	350,241
General System Consultant	1,159,640	307,054	26.48%	416,183
Traffic Modeling	150,000	-	-	94,501
Traffic and Revenue Consultant	500,000	327,444	65.49%	166,014
Total Operations and Maintenance Consulting	9,024,145	2,219,595	24.60%	2,197,403

Roadway Operations and Maintenance

Roadway Maintenance	1,868,052	1,561,641	83.60%	303,712
Landscape Maintenance	2,949,320	1,776,434	60.23%	599,145
Maintenance Supplies-Roadway	300,000	-	-	26,100
Tools & Equipment Expense	25,000	444	1.78%	-
Gasoline	30,000	6,575	21.92%	4,702
Repair & Maintenance - Vehicles	10,000	817	8.17%	527
Natural Gas	2,500	1,798	71.90%	1,539
Electricity - Roadways	250,000	88,157	35.26%	57,017
Total Roadway Operations and Maintenance	5,434,872	3,435,866	63.22%	992,741

Toll Processing and Collection Expense

Image Processing	4,208,340	1,023,675	24.32%	1,271,568
Tag Collection Fees	8,453,846	3,185,181	37.68%	2,686,755
Court Enforcement Costs	10,000	-	-	-
DMV Lookup Fees	200	-	-	-
Total Processing and Collection Expense	12,672,387	4,208,856	33.21%	3,958,323

Toll Operations Expense

Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	164	32.90%	123
Refuse	2,180	803	36.84%	534
Water - Irrigation	7,500	3,511	46.82%	2,693
Electricity	500	288	57.61%	310
ETC spare parts expense	200,000	-	-	-
Repair & Maintenance Toll Equip	50,000	65,966	131.93%	-
Law Enforcement	500,000	139,774	27.95%	95,680
ETC Maintenance Contract	6,000,000	1,142,698	19.04%	43,900
Transaction Processing Maintenance Contract	1,500,000	-	-	-
ETC Toll Management Center System Operation	875,000	192,390	21.99%	75,000
ETC Development	559,000	2,759	0.49%	109,881
ETC Testing	275,000	-	-	-
Total Toll Operations Expense	9,972,680	1,548,354	15.53%	328,122

Total Operations and Maintenance 37,104,083 11,412,671 30.76% 7,476,589

Other Expenses**Special Projects and Contingencies**

HERO	149,000	49,276	33.07%	49,276
Special Projects	100,000	-	-	-
71 Express Net Revenue Payment	5,000,000	1,324,641	26.49%	1,101,925
Customer Relations	3,000	-	-	-
Technology Initiatives	75,000	43,784	58.38%	16,030
Other Contractual Svcs	370,000	91,500	24.73%	97,488
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,997,000	1,509,202	25.17%	1,264,719

Non Cash Expenses

Amortization Expense	2,020,950	426,764	21.12%	466,371
Amort Expense - Refund Savings	9,073,105	1,773,703	19.55%	905,142
Dep Exp - Furniture & Fixtures	2,178	871	40.00%	871
Dep Expense - Equipment	-	-	-	833
Dep Expense - Autos & Trucks	46,496	17,783	38.25%	7,647
Dep Expense - Building & Toll Fac	176,748	58,916	33.33%	58,916
Dep Expense - Highways & Bridges	53,479,102	16,873,848	31.55%	16,873,848
Dep Expense - Toll Equipment	4,736,604	1,311,711	27.69%	1,358,144
Dep Expense - Signs	1,052,717	338,857	32.19%	338,857
Dep Expense - Land Improvements	884,934	294,978	33.33%	294,978
Depreciation Expense - Computers	64,319	63,027	97.99%	63,027
Total Non Cash Expenses	71,537,153	21,160,459	29.58%	20,368,634

Total Other Expenses 77,534,153 22,669,661 29.24% 21,633,354

Non Operating Expenses

Bond Issuance Expense	1,250,000	176,099	14.09%	4,641,294
Loan Fee Expense	14,500	48,000	331.03%	14,500
Interest Expense	83,664,454	26,006,517	31.08%	26,220,254
CAMPO RIF Payment	-	-	-	5,000,000
Community Initiatives	150,000	-	-	17,550

Total Non Operating Expenses	\$85,078,954	\$26,230,616	30.83%	\$35,893,598
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TOTAL EXPENSES	212,478,727	63,697,757	29.98%	67,727,380
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Net Income	\$ (27,598,593)	\$ 9,313,506		\$ (11,511,830)
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Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2022

	as of 10/31/2022	as of 10/31/2021
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 2,004,014	\$ 1,589,643
Cash in TexStar	43,034	1,040,227
Regions Payroll Account	109,176	300,122
Restricted Cash		
Goldman Sachs FSGF 465	1,106,195,571	672,769,646
Restricted Cash - TexSTAR	11,437,004	9,725,069
Overpayments account	291,086	626,603
Total Cash and Cash Equivalents	<u>1,120,079,886</u>	<u>686,051,309</u>
Accounts Receivable		
Accounts Receivable	2,770,089	2,770,089
Due From Other Agencies	79,681	98,987
Due From TTA	1,968,075	4,840,356
Due From NTTA	1,255,487	1,308,344
Due From HCTRA	2,073,630	1,447,424
Due From TxDOT	-	143,751
Interest Receivable	693,342	1,404,371
Total Receivables	<u>8,840,305</u>	<u>12,013,322</u>
Short Term Investments		
Treasuries	(0)	328,897,610
Agencies	(0)	169,215,379
Total Short Term Investments	<u>(0)</u>	<u>498,112,989</u>
Total Current Assets	<u>1,128,920,191</u>	<u>1,196,177,620</u>
Total Construction in Progress	322,020,118	221,265,546
Fixed Assets (Net of Depreciation and Amortization)		
Computers	35,480	224,561
Computer Software	1,368,018	2,198,785
Furniture and Fixtures	1,307	3,920
Equipment	9,624	119,630
Autos and Trucks	76,099	31,885
Buildings and Toll Facilities	4,358,103	4,534,850
Highways and Bridges	1,700,313,614	1,749,044,770
Toll Equipment	18,831,072	21,117,899
Signs	12,839,893	13,404,125
Land Improvements	5,904,291	6,789,225
Right of way	88,149,606	88,149,606
Leasehold Improvements	29,330	75,473
Total Fixed Assets	<u>1,831,916,435</u>	<u>1,885,694,730</u>
Other Assets		
Intangible Assets-Net	173,518,481	181,838,104
2005 Bond Insurance Costs	3,257,826	3,576,263
Prepaid Insurance	539,340	466,963
Deferred Outflows (pension related)	675,913	641,074
Pension Asset	2,549,818	591,247
Total Other Assets	<u>180,541,378</u>	<u>187,113,651</u>
Total Assets	<u><u>\$ 3,463,398,122</u></u>	<u><u>\$ 3,490,251,547</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2022

	as of 10/31/2022	as of 10/31/2021	
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 51,172,883	\$ 38,645,793	
Construction Payable	5,049,936	9,442,453	
Overpayments	294,629	629,946	
Interest Payable	27,265,365	30,490,513	
TCDRS Payable	84,116	59,300	
Due to other Agencies	6,394	12,909	
Due to TTA	576,676	639,101	
Due to NTTA	-	95,938	
Due to HCTRA	149,173	107,826	
Due to Other Entities	52,511	1,123,388	
71E TxDOT Obligation - ST	3,142,749	2,625,615	
Total Current Liabilities		87,794,432	83,872,784
Long Term Liabilities			
Compensated Absences	240,954	285,301	
Deferred Inflows (pension related)	1,481,361	109,052	
Long Term Payables		1,722,315	394,353
Bonds Payable			
Senior Lien Revenue Bonds:			
Senior Lien Revenue Bonds 2010	89,821,037	83,365,799	
Senior Lien Revenue Bonds 2011	19,235,746	18,954,896	
Senior Refunding Bonds 2013	3,475,000	7,080,000	
Senior Lien Revenue Bonds 2015	10,000,000	10,000,000	
Senior Lien Refunding Revenue Bonds 2016	70,790,000	81,395,000	
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	55,600,000	56,205,000	
Senior Lien Refunding Bonds 2020C	138,435,000	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	274,625,000	274,625,000	
Senior Lien Refunding Bonds 2021E	335,610,000	340,765,000	
Sn Lien Rev Bnd Prem/Disc 2013	298,186	2,087,304	
Senior Lien Premium 2016 Revenue Bonds	7,310,522	8,542,696	
Sn Lien Revenue Bond Premium 2018	3,060,933	3,327,506	
Senior Lien Revenue Bond Premium 2020A	11,290,604	11,432,179	
Senior Lien Refunding Bond Premium 2020B	11,593,297	12,128,373	
Senior Lien Revenue Bonds Premium 2020E	25,284,127	26,999,513	
Senior Lien Revenue Bonds Premium 2021B	53,376,804	53,691,231	
Senior Lien Refunding Bonds Premium 2021D	44,718,564	44,973,500	
Total Senior Lien Revenue Bonds		1,671,369,820	1,690,852,998

Central Texas Regional Mobility Authority
Balance Sheet
as of October 31, 2022

	as of 10/31/2022	as of 10/31/2021
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	2,725,000	5,320,000
Sub Lien Refunding Bonds 2016	72,605,000	73,055,000
Sub Lien Refunding Bonds 2020D	98,580,000	99,705,000
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 2013 Prem/Disc	63,625	445,372
Sub Refunding 2016 Prem/Disc	5,519,328	6,338,566
Subordinated Lien BANS 2020F Premium	8,672,873	12,675,738
Subordinated Lien Refunding Bonds Premium 2020G	7,033,562	7,437,534
Sub Lien BANS 2021C Premium	31,715,322	39,327,000
Total Sub Lien Revenue Bonds	643,544,711	660,934,210
Other Obligations		
TIFIA Note 2021	353,890,618	346,332,777
71E TxDOT Obligation - LT	55,077,264	57,263,411
Regions 2017 MoPAC Note	-	24,990,900
Regions 2022 MoPac Loan	24,690,900	-
Total Other Obligations	433,658,783	428,587,087
Total Long Term Liabilities	2,750,295,629	2,780,768,648
Total Liabilities	2,838,090,061	2,864,641,431
	NET ASSETS	
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	494,532,189	515,659,579
Current Year Operations	9,313,768	(11,511,568)
Total Net Assets	625,308,061	625,610,115
Total Liabilities and Net Assets	\$ 3,463,398,122	\$ 3,490,251,547

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of October 2022

Cash flows from operating activities:

Receipts from toll revenues	\$ 71,060,099
Payments to vendors	(16,064,817)
Payments to employees	(1,581,734)
Net cash flows provided by (used in) operating activities	53,413,549

Cash flows from capital and related financing activities:

Issuance Expense	(176,099)
Payments on bonds / loans	(300,000)
Interest payments	(39,904,215)
RIF Contribution	(5,000,000)
Acquisition of capital assets - non project	(1,422,647)
Acquisitions of construction in progress	(30,305,570)
Net cash flows provided by (used in) capital and related financing activities	(77,108,531)

Cash flows from investing activities:

Interest Receivable	2,018
Interest income	5,795,311
Purchase of investments	(28,126,087)
Proceeds from sale or maturity of investments	137,044,443
Net cash flows provided by (used in) investing activities	114,713,667
Net increase (decrease) in cash and cash equivalents	91,018,685
Cash and cash equivalents at beginning of period	1,029,061,201
Cash and cash equivalents at end of period	\$ 1,120,079,886

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

Operating income	\$ 29,749,420
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	21,171,190
Changes in assets and liabilities:	
(Increase) decrease in accounts receivable	3,436,568
(Increase) decrease in prepaid expenses and other assets	(411,276)
(Decrease) increase in accounts payable	(908,109)
Increase (decrease) in accrued expenses	375,755
Total adjustments	23,664,129
Net cash flows provided by (used in) operating activities	\$ 53,413,549

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$ 182,880,497
Restricted cash and cash equivalents	937,199,389
Total	\$ 1,120,079,886

INVESTMENTS by FUND

		Balance October 31, 2022	
Renewal & Replacement Fund			TexSTAR 11,480,038.62
TexSTAR	1,810.21		Goldman Sachs 1,100,941,775.79
Goldman Sachs	87,088.96		Agencies & Treasury Notes -
Agencies/ Treasuries		88,899.17	
Grant Fund			\$ 1,112,421,814.41
TexSTAR	458,672.95		
Goldman Sachs	9,681,294.68		
Agencies/ Treasuries	MATURED	10,139,967.63	
Senior Debt Service Reserve Fund			
TexSTAR	995,463.28		
Goldman Sachs	107,631,645.77		
Agencies/ Treasuries	MATURED	108,627,109.05	
2010 Senior Lien Debt Service Account			
Goldman Sachs	61,068.35	61,068.35	
2011 Sr Debt Service Accountt			
Goldman Sachs	3,121,557.40	3,121,557.40	
2013 Sr Debt Service Accountt			
Goldman Sachs	2,966,376.23	2,966,376.23	
2013 Sub Debt Service Account			
Goldman Sachs	2,326,228.73	2,326,228.73	
2013 Sub Debt Service Reserve Fund			
Goldman Sachs	124.12	787,846.64	
TexSTAR	787,722.52		
2015 Sr Debt Service Account			
Goldman Sachs	4,512,043.65	4,512,043.65	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	11,688,294.66	11,688,294.66	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	2,079,308.43	2,079,308.43	
2016 Sub Lien Rev Refunding DSR			
Goldman Sachs	7,044,979.32	7,044,979.32	
Agencies/ Treasuries	-	-	
Operating Fund			
TexSTAR	43,034.16		
TexSTAR-Trustee	6,049,999.19		
Goldman Sachs	7,927,521.59	14,020,554.94	
Revenue Fund			
Goldman Sachs	8,548,614.10	8,548,614.10	
General Fund			
TexSTAR	1,148,704.72		
Goldman Sachs	129,017,742.37		
Agencies/ Treasuries	-	130,166,447.09	
71E Revenue Fund			
Goldman Sachs	25,089,871.34	25,089,871.34	
MoPac Revenue Fund			
Goldman Sachs	109,545.63	109,545.63	
MoPac General Fund			
Goldman Sachs	8,585,875.83	8,585,875.83	
MoPac Operating Fund			
Goldman Sachs	465,000.83	465,000.83	
MoPac Loan Repayment Fund			
Goldman Sachs	578,445.66	578,445.66	
2015B Project Account			
Goldman Sachs	42,269,568.14		
TexSTAR	353,058.62	42,622,626.76	
2015 TIFIA Project Account			
Goldman Sachs	37,957,739.99		
TexSTAR	701,406.63		
Agencies/ Treasuries	-	38,659,146.62	
2011 Sr Financial Assistance Fund			
Goldman Sachs	979,966.49	979,982.50	
TexSTAR	16.01		
2018 Sr Lien Debt Service Account			
Goldman Sachs	606,978.22	606,978.22	
2018 Sr Lien Project Cap I			
Goldman Sachs	201,156.84	201,156.84	
2018 Sr Lien Project Account			
Goldman Sachs	11,018,519.24		
TexSTAR	940,150.33	11,958,669.57	
2020A Senior Lien Debt Service Account			
Goldman Sachs	1,063,239.16	1,063,239.16	
2020B Senior Lien Debt Service Account			
Goldman Sachs	1,427,176.16	1,427,176.16	
2020C Senior Lien Debt Service Account			
Goldman Sachs	1,263,450.50	1,263,450.50	
2020D Sub Lien Debt Service Account			
Goldman Sachs	1,946,399.50	1,946,399.50	
2020D Sub Debt Service Reserve Fund			
Goldman Sachs	8,177,693.33	8,177,693.33	
2020E Senior Lien Project Account			
Goldman Sachs	152,570,459.17	152,570,459.17	
2020E Senior Lien Project Cap Interest			
Goldman Sachs	21,858,046.10	21,858,046.10	
2020F Sub Lien Project Account			
Goldman Sachs	21,417,259.06	21,417,259.06	
2020F Sub Lien Deb Service Account			
Goldman Sachs	1,853,384.46	1,853,384.46	
2020G Sub Lien Debt Service Account			
Goldman Sachs	853,384.28	853,384.28	
2020G Sub Lien Debt Service Reserve Account			
Goldman Sachs	2,857,162.81	2,857,162.81	
2021A Sub Lien Debt Service Reserve Account			
Goldman Sachs	12,190,487.48	12,190,487.48	31,058,169.58
2021A Sub Debt Service Account			
Goldman Sachs	96.41	96.41	
2021B Senior Lien Cap I Project Fund			
Goldman Sachs	46,295,775.24	46,295,775.24	
2021B Senior Lien Project Account			
Goldman Sachs	231,366,594.02		
Agencies/ Treasuries	MATURED	231,366,594.02	
2021C Sub Lien Cap I Project Fund			
Goldman Sachs	1,345.60	1,345.60	
2021C Sub Lien Project Account			
Goldman Sachs	157,224,254.48	157,224,254.48	
2021C Sub Lien Debt Service Account			
Goldman Sachs	4,081,069.53	4,081,069.53	
2021D Senior Lien Debt Service Account			
Goldman Sachs	4,147,596.25	4,147,596.25	
2021E Senior Lien Debt Service Account			
Goldman Sachs	5,790,345.68	5,790,345.68	
		\$ 1,112,421,814.41	

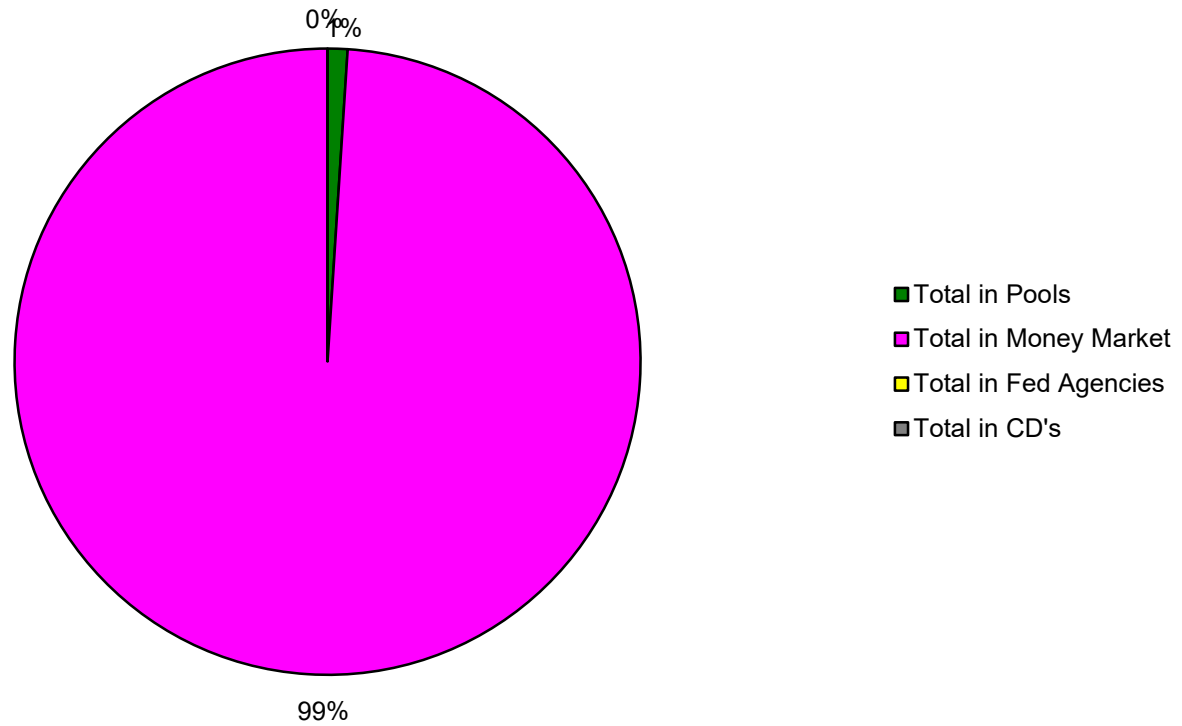
CTRMA INVESTMENT REPORT

	Month Ending 10/31/2022					Balance 10/31/2022	Rate September
	Balance 10/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	16.01					16.01	2.2941%
2013 Sub Lien Debt Service Reserve General Fund	785,818.55 1,145,928.21			1,903.97 2,776.51		787,722.52 1,148,704.72	2.2941% 2.2941%
Trustee Operating Fund	5,035,907.38	4,000,000.00		14,091.81	3,000,000.00	6,049,999.19	2.2941%
Renewal and Replacement Grant Fund	1,805.86 457,564.31			4.35 1,108.64		1,810.21 458,672.95	2.2941% 2.2941%
Senior Lien Debt Service Reserve Fund	993,057.18			2,406.10		995,463.28	2.2941%
2015B Sr Ln Project	352,205.25			853.37		353,058.62	2.2941%
2015C TIFIA Project	699,711.28			1,695.35		701,406.63	2.2941%
2018 Sr Lien Project Account	937,877.91			2,272.42		940,150.33	2.2941%
	10,409,891.94	4,000,000.00		27,112.52	3,000,000.00	11,437,004.46	
Amount in TexStar Operating Fund							
	42,930.14	3,000,000.00		104.02	3,000,000.00	43,034.16	2.2941%
Goldman Sachs							
Operating Fund	7,850,774.27	4,077,077.72		15,669.60	4,016,000.00	7,927,521.59	2.4719%
2020A Senior Lien Debt Service Account	962,574.70	98,815.62		1,848.84		1,063,239.16	2.4719%
2020B Senior Lien Debt Service Account	1,148,654.29	276,450.46		2,071.41		1,427,176.16	2.4719%
2020C Senior Lien Debt Service Account	947,317.32	314,498.42		1,634.76		1,263,450.50	2.4719%
2020D Sub Lien Debt Service Account	1,601,575.31	341,898.96		2,925.23		1,946,399.50	2.4719%
2020D Sub Debt Service Reserve Fund	8,161,305.18			16,388.15		8,177,693.33	2.4719%
2020E Sr Lien Project Account	152,264,706.91			305,752.26		152,570,459.17	2.4719%
2020E Sr Ln Project Cap Interest	21,814,242.42			43,803.68		21,858,046.10	2.4719%
2020F Sub Lien Project Account	24,870,974.64			50,354.64	3,504,070.22	21,417,259.06	2.4719%
2020F Sub Lien Debt Service Account	1,389,629.39	461,357.03		2,398.04		1,853,384.46	2.4719%
2020G Sub Lien Debt Service Account	639,849.91	212,430.20		1,104.17		853,384.28	2.4719%
2020G Sub Debt Service Reserve Fund	2,755,846.98	95,863.53		5,452.30		2,857,162.81	2.4719%
2021A Sub Debt Service Reserve Fund	11,619,833.05	547,787.33		22,867.10		12,190,487.48	2.4719%
2021A Sub Debt Service Account	96.22			0.19		96.41	2.4719%
2021B Senior Lien Cap I Project Fund	46,202,998.18			92,777.06		46,295,775.24	2.4719%
2021B Senior Lien Project Account	231,025,689.04			340,904.98		231,366,594.02	2.4719%
2021C Sub Lien Cap I Project Fund	1,342.90			2.70		1,345.60	2.4719%
2021C Sub Lien Project Account	162,630,875.32			329,470.82	5,736,091.66	157,224,254.48	2.4719%
2021C Sub Lien Debt Service Account	3,059,567.40	1,016,222.72		5,279.41		4,081,069.53	2.4719%
2021D Senior Lien Debt Service Account	3,169,032.81	973,027.48		5,535.96		4,147,596.25	2.4719%
2021E Senior Lien Debt Service Account	4,718,824.07	1,062,950.10		8,571.51		5,790,345.68	2.4719%
2011 Sr Financial Assistance Fund	978,002.53			1,963.96		979,966.49	2.4719%
2010 Senior DSF	60,945.96			122.39		61,068.35	2.4719%
2011 Senior Lien Debt Service Account	2,805,792.77	310,394.25		5,370.38		3,121,557.40	2.4719%
2013 Senior Lien Debt Service Account	2,657,603.94	303,693.80		5,078.49		2,966,376.23	2.4719%
2013 Sub Debt Service Reserve Fund	123.87			0.25		124.12	2.4719%
2013 Subordinate Debt Service Account	2,084,078.42	238,167.79		3,982.52		2,326,228.73	2.4719%
2015A Sr Lien Debt Service Account	4,503,001.01			9,042.64		4,512,043.65	2.4719%
2015B Project Account	42,184,855.21			84,712.93		42,269,568.14	2.4719%
2015C TIFIA Project Account	38,558,048.36			77,606.71	677,915.08	37,957,739.99	2.4719%
2016 Sr Lien Rev Refunding Debt Service Account	10,989,475.65	677,326.81		21,492.20		11,688,294.66	2.4719%
2016 Sub Lien Rev Refunding Debt Service Account	1,704,969.70	371,230.70		3,108.03		2,079,308.43	2.4719%
2016 Sub Lien Rev Refunding DSR	7,030,860.40			14,118.92		7,044,979.32	2.4719%
2018 Sr Lien Project Cap I	200,753.72			403.12		201,156.84	2.4719%
2018 Sr Lien Debt Service Account	454,779.02	151,414.77		784.43		606,978.22	2.4719%
2018 Sr Lien Project Account	11,008,564.70			22,112.69	12,158.15	11,018,519.24	2.4719%
Grant Fund	9,664,893.85			16,400.83		9,681,294.68	2.4719%
Renewal and Replacement	40,175.84	600,000.00		306.63	553,393.51	87,088.96	2.4719%
Revenue Fund	8,808,344.27	15,022,053.53		13,994.79	15,295,778.49	8,548,614.10	2.4719%
General Fund	127,144,500.92	2,254,801.02		251,510.29	633,069.86	129,017,742.37	2.4719%
Senior Lien Debt Service Reserve Fund	107,428,216.31			203,429.46		107,631,645.77	2.4719%
71E Revenue Fund	24,133,657.79	1,066,783.25		47,528.64	158,098.34	25,089,871.34	2.4719%
MoPac Revenue Fund	88,572.45	1,230,395.30		1,464.38	1,210,886.50	109,545.63	2.4719%
MoPac General Fund	8,116,908.05	466,913.53		14,202.02	12,147.77	8,585,875.83	2.4719%
MoPac Operating Fund	183,208.77	650,410.62		653.57	369,272.13	465,000.83	2.4719%
MoPac Loan Repayment Fund	433,837.98	143,968.25		639.43		578,445.66	2.4719%
	1,098,099,881.80	32,965,933.19		2,054,842.51	32,178,881.71	1,100,941,775.79	
Amount in Fed Agencies and Treasuries							
Amortized Principal	0.00				0.00	0.00	
	0.00					0.00	
Certificates of Deposit							
Total in Pools	10,452,822.08	7,000,000.00		27,216.54	6,000,000.00	11,480,038.62	
Total in GS FSGF	1,098,099,878.80	32,965,933.19		2,054,842.51	32,178,881.71	1,100,941,775.79	
Total in Fed Agencies and Treasuries	0.00				0.00	0.00	
Total Invested	1,108,552,700.88	39,965,933.19		2,082,059.05	38,178,881.71	1,112,421,814.41	

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

10/31/2022

Allocation of Funds



ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	3,760,635.71		7,583.81	27,709.17	3,740,510.35

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	115,660.98		234.05	1,771.72	114,123.31

Travis County Escrow Fund - Old San Antonio Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	47,452.99		95.29	2,101.97	45,446.31

Travis County Escrow Fund - Old Lockhart Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	263,534.79		529.19		264,063.98

Travis County Escrow Fund - County Line Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	321,485.06		650.32	1,735.84	320,399.54

Travis County Escrow Fund - South Pleasant Valley Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	323,961.84		664.11	2,828.15	321,797.80

Travis County Escrow Fund - Thaxton Road

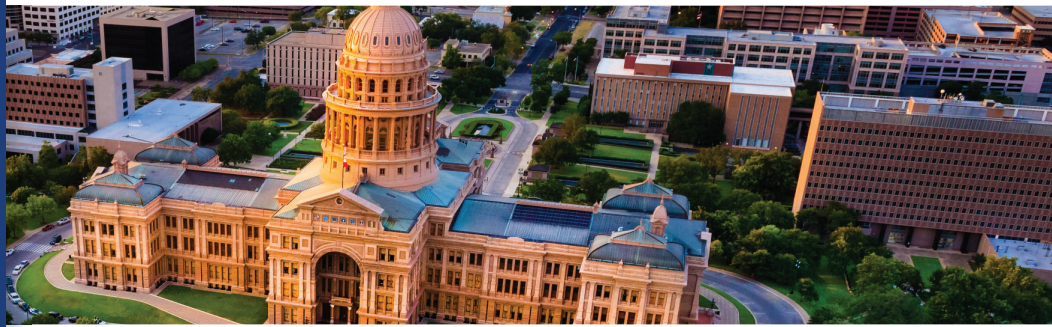
	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	138,549.44		281.51	2,137.95	136,693.00

Travis County Escrow Fund - Pearce Lane Road

	Balance		Accrued		Balance
	10/1/2022	Additions	Interest	Withdrawals	10/31/2022
Goldman Sachs	312,608.86		635.05	2,483.06	310,760.85



**MONTHLY
NEWSLETTER
OCTOBER
2022**



PERFORMANCE

As of October 31, 2022

Current Invested Balance	\$8,388,414,626.87
Weighted Average Maturity (1)	8 Days
Weighted Average Life (2)	45 Days
Net Asset Value	0.999581
Total Number of Participants	996
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$20,641,718.26
Management Fee Collected	\$425,189.91
% of Portfolio Invested Beyond 1 Year	4.59%
Standard & Poor's Current Rating	AAAm

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

October Averages

Average Invested Balance	\$8,343,961,244.96
Average Monthly Yield, on a simple basis	2.8531%
Average Weighted Maturity (1)	10 Days
Average Weighted Life (2)	46 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 October:

* Apple Springs Independent School District * Mountain Peak Special Utility District

HOLIDAY REMINDER

In observance of the **Veterans Day holiday, TexSTAR will be closed on Friday, November 11, 2022.** All ACH transactions initiated on Thursday, November 10th will settle on Monday, November 14th. Please plan accordingly for your liquidity needs.

In observance of the **Thanksgiving Day holiday, TexSTAR will be closed Thursday, November 24, 2022.** All ACH transactions initiated on Wednesday, November 23rd will settle Friday, November 25th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all TexSTAR participants.

ECONOMIC COMMENTARY

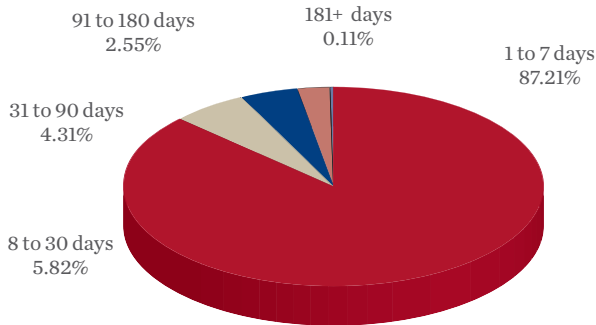
Market review

Early in the month, hopes for a potential Fed policy pivot were once again dashed by a strong U.S. labor market data. Treasury yields continued to rise and credit spreads widened amid robust job gains, a hawkish Fed, and another inflation surprise. The growth picture remained mixed with momentum declining amid persistent price pressures, as rates turned restrictive and broader financial conditions have tightened considerably. Following two quarters of negative GDP growth, 3Q22 real GDP expanded at a 2.6% annualized rate, slightly stronger than the 2.4% consensus expectation. However, the details of the report suggested that economic growth momentum is waning. Much of the gain came from a large upswing in trade, as the U.S. exported more oil and natural gas with the war in Ukraine disrupting supplies in Europe. Real consumer spending continued to soften, rising by a modest 1.4%, and construction spending was very weak with the climb in interest rates. However, investment spending is still holding up, and the GDP price deflator declined markedly to 4.1% from 9% last quarter. Moreover, with pent-up demand for autos and a still very tight labor market, it is clear the economy is not yet in recession.

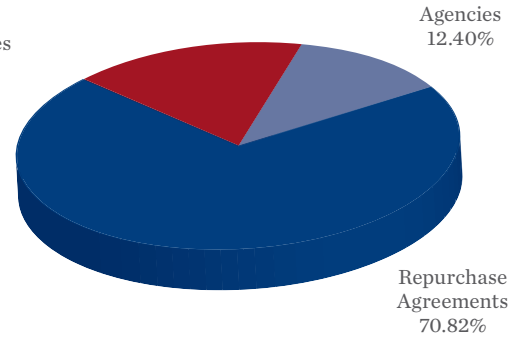
The September jobs report underscored the resilience of labor market, with the recent pace of job growth still solid at 263,000 but moderating, and wage growth continuing to run at a more modest pace of 0.3% month-over-month (m/m). (continued page 4)

INFORMATION AT A GLANCE

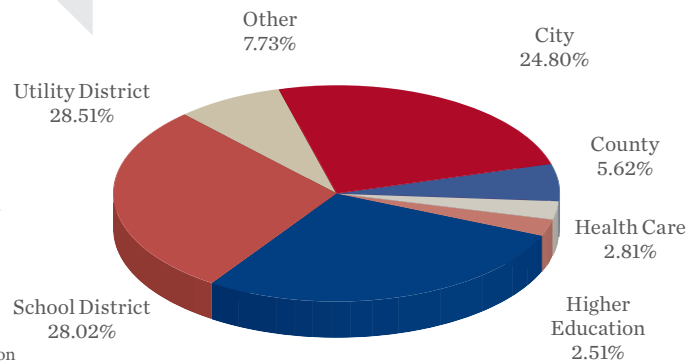
PORTFOLIO BY TYPE OF INVESTMENT AS OF OCTOBER 31, 2022



Treasuries
16.78%



PORTFOLIO BY MATURITY AS OF OCTOBER 31, 2022 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF OCTOBER 31, 2022

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

HISTORICAL PROGRAM INFORMATION

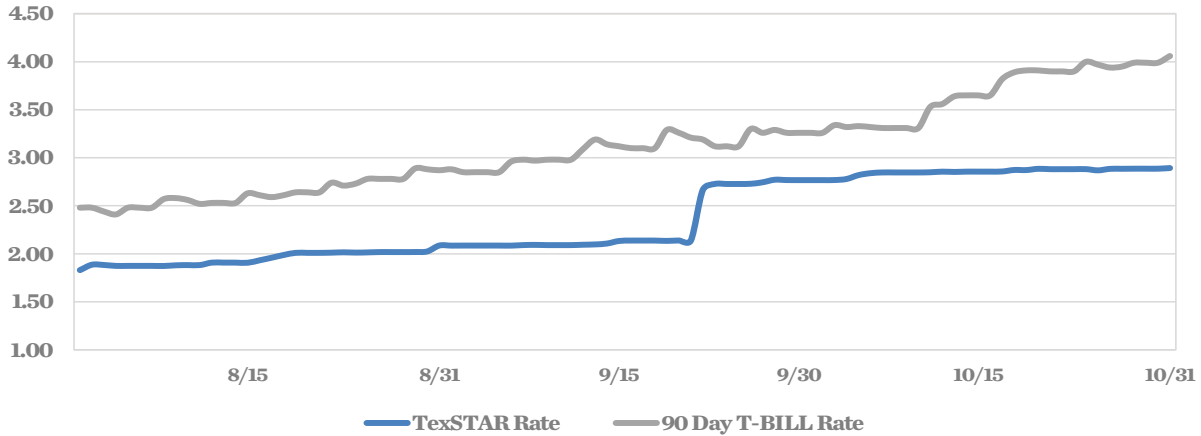
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Oct 22	2.8531%	\$8,388,414,626.87	\$8,384,901,873.82	0.999581	10	46	996
Sep 22	2.2941%	8,448,258,598.47	8,444,307,157.72	0.999510	16	43	994
Aug 22	1.9469%	8,988,292,520.61	8,983,610,837.50	0.999479	27	50	991
Jul 22	1.4010%	9,799,798,062.32	9,793,880,215.07	0.999396	34	49	990
Jun 22	0.9850%	9,799,299,684.61	9,793,062,348.93	0.999363	42	57	989
May 22	0.6459%	9,701,777,049.61	9,700,243,468.41	0.999841	43	61	988
Apr 22	0.3225%	8,985,925,505.16	8,984,338,322.90	0.999818	39	60	986
Mar 22	0.1070%	9,050,970,696.95	9,050,137,013.72	0.999907	27	38	981
Feb 22	0.0104%	9,779,113,455.23	9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	977
Nov 21	0.0102%	8,132,746,877.26	8,133,007,416.80	1.000032	47	62	965

PORTFOLIO ASSET SUMMARY AS OF OCTOBER 31, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 619.95	\$ 619.95
Accrual of Interest Income	2,631,607.53	2,631,607.53
Interest and Management Fees Payable	(20,584,934.57)	(20,584,934.57)
Payable for Investment Purchased	(200,000,000.00)	(200,000,000.00)
Repurchase Agreement	6,094,539,999.57	6,094,539,999.57
Government Securities	2,511,827,334.39	2,508,314,581.34
TOTAL	\$ 8,388,414,626.87	\$ 8,384,901,873.82

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 OCTOBER 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
10/1/2022	2.7669%	0.000075805	\$8,448,258,598.47	0.999510	12	48
10/2/2022	2.7669%	0.000075805	\$8,448,258,598.47	0.999510	12	48
10/3/2022	2.7677%	0.000075828	\$8,546,403,441.61	0.999545	12	47
10/4/2022	2.7786%	0.000076126	\$8,555,635,793.14	0.999517	12	47
10/5/2022	2.8190%	0.000077233	\$8,619,529,697.47	0.999525	12	46
10/6/2022	2.8392%	0.000077785	\$8,532,349,041.63	0.999522	12	47
10/7/2022	2.8468%	0.000077994	\$8,393,770,136.93	0.999520	11	46
10/8/2022	2.8468%	0.000077994	\$8,393,770,136.93	0.999520	11	46
10/9/2022	2.8468%	0.000077994	\$8,393,770,136.93	0.999520	11	46
10/10/2022	2.8468%	0.000077994	\$8,393,770,136.93	0.999520	11	46
10/11/2022	2.8487%	0.000078046	\$8,375,762,554.14	0.999533	11	46
10/12/2022	2.8552%	0.000078224	\$8,244,434,045.37	0.999529	11	47
10/13/2022	2.8522%	0.000078143	\$8,232,757,434.55	0.999510	11	46
10/14/2022	2.8554%	0.000078229	\$8,355,977,339.03	0.999511	10	45
10/15/2022	2.8554%	0.000078229	\$8,355,977,339.03	0.999511	10	45
10/16/2022	2.8554%	0.000078229	\$8,355,977,339.03	0.999511	10	45
10/17/2022	2.8570%	0.000078274	\$8,370,339,385.12	0.999508	10	45
10/18/2022	2.8726%	0.000078701	\$8,351,362,738.61	0.999523	10	44
10/19/2022	2.8716%	0.000078673	\$8,299,427,423.22	0.999519	10	44
10/20/2022	2.8848%	0.000079035	\$8,223,564,756.32	0.999537	10	45
10/21/2022	2.8810%	0.000078932	\$8,167,276,500.23	0.999557	9	44
10/22/2022	2.8810%	0.000078932	\$8,167,276,500.23	0.999557	9	44
10/23/2022	2.8810%	0.000078932	\$8,167,276,500.23	0.999557	9	44
10/24/2022	2.8814%	0.000078943	\$8,163,585,102.78	0.999553	9	44
10/25/2022	2.8688%	0.000078597	\$8,248,975,403.49	0.999565	9	45
10/26/2022	2.8844%	0.000079025	\$8,288,069,102.49	0.999575	9	45
10/27/2022	2.8850%	0.000079041	\$8,306,842,949.95	0.999582	8	46
10/28/2022	2.8861%	0.000079072	\$8,291,328,611.51	0.999596	8	46
10/29/2022	2.8861%	0.000079072	\$8,291,328,611.51	0.999596	8	46
10/30/2022	2.8861%	0.000079072	\$8,291,328,611.51	0.999596	8	46
10/31/2022	2.8927%	0.000079251	\$8,388,414,626.87	0.999581	8	45
Average	2.8531%	0.000078168	\$8,343,961,244.96		10	46



ECONOMIC COMMENTARY (cont.)

Private sector job gains were broad-based with the greatest strength in leisure and hospitality and health care. The unemployment rate fell back down to 3.5%. After having fallen in the past few months, the number of job openings rose 4.3% to 10.717 million in September as indicated by the JOLTS report. The number of job openings are still below their all-time high reported in March but have remained above pre-pandemic standards. Layoffs remained low, with a 10.9% drop to 1.328 million reported for September. Overall, the high level of job openings suggests sustained tightness in the labor market.

Hot inflation is beginning to cool down but continued to surprise to the upside. The headline PCE price index rose 0.3% m/m and 6.3% year-over-year (y/y) in September. The core PCE deflator also rose 0.5% m/m and 5.1% y/y. After a string of upside surprises, the September CPI report came in hotter than expected. Headline CPI rose 0.4% m/m and 8.2% y/y easing slightly from 8.3% in August. Strong services inflation offset declines in core goods and energy prices, with Core CPI inflation jumping 0.6% m/m and 6.6% y/y. Wage inflation and resilient demand have contributed to strong services inflation, while the lagged effect of rising rents continues to propel owners' equivalent rent higher. Softer commodity prices, lower shipping costs and improved supply chains should continue to reduce inflation pressure across a range of goods over the coming months. Importantly, the inventory crunch experienced last year has also reversed. Stockpiling in the first half of the year has allowed retail inventories to recover beyond pre-pandemic levels, while retail sales have flat lined. Even though energy prices have declined, other areas of inflation, such as food prices, services inflation, and owners' equivalent rent, still remain hot.

That said, higher rates weighed on housing demand and prices as mortgage rates exceeded 7% for the first time in 20 years. Real residential investment tumbled 26% in 3Q on top of the 18% 2Q drop and displayed signs of additional weakness ahead. Pending home sales, a leading indicator of existing home sales, continued to push sharply lower into September, with a 10% drop reported for the month. While the Fed didn't have a meeting in October, Fed speakers continued their hawkish rhetoric. Given the persistently high inflation and robust employment backdrop, the Federal Open Market Committee (FOMC) raised the target range for the federal funds rate by 75 basis points (bps) to 3.75-4.0% as expected at its FOMC meeting on November 2nd. The Committee noted that it will pursue monetary policy that is "sufficiently restrictive" to return inflation to 2%. The post-meeting statement also suggested a slowing in the pace of future rate hikes: "In determining the pace of future increases in the target range, the Committee will take into account the cumulative tightening of monetary policy, the lags with which monetary policy affects economic activity and inflation, and economic and financial developments." However, during the press conference that followed, Chair Powell emphasized that "the ultimate level of interest rates will be higher than previously expected," and that it is "very premature to think about pausing." Rate volatility continued as financial conditions tightened during the month. In this environment, the U.S. Treasury yield curve remained inverted between two-year and 10-year yields as front-end U.S. Treasury yields climbed higher. The curve between the three-month Treasury bill and 10-year note yields inverted for the first time this year ending the month at -2 bps. In the money market space, the three-month Treasury bill yield rose 80 bps on the month to end at 4.07%, while the six-month and 12-month Treasury bill yields increased 61 bps and 65 bps to end at 4.54% and 4.64%, respectively.

Outlook

The impact of fast and aggressive Fed interest rate hikes is starting to become evident in economic data. After two months of consecutive increases, the U.S. Conference Board's Consumer Confidence Index fell to 102.5 in October versus expectations of 105.9, reflecting consumers' concerns about sticky inflation and a possible recession next year. The survey also showed signs of a cooling labor market, with a decline in the number of consumers viewing jobs as "plentiful" and an increase in those viewing jobs "hard to get". Separately, October saw the fourth consecutive month of contraction in U.S. business activity, with the U.S. Composite Purchasing Managers' Index print of 46.6 falling short of the 49.2 consensus forecast. Although the Fed has been vocal on its plan to slow growth to bring down inflation, the lagged economic effects of rate hikes have not gone unnoticed. In fact, at the recent November FOMC meeting, the Fed noted that it will consider lags in determining the pace of future rate hikes. Chair Powell emphasized that the Fed is far from pausing even if smaller increases could become appropriate and that the September FOMC projections on the terminal rate were likely to be revised higher. Inflation continues to be a key concern.



ECONOMIC COMMENTARY (cont.)

There are a variety of signals that point to continued labor market strength into year end, including low levels of jobless claims filings and favorable consumer responses about the availability of employment. Inflation has significantly and repeatedly surprised to the upside over the past year, pushing the Fed to tighten policy aggressively. While inflation is likely to remain above-target through the end of next year, we see signs that a moderation is already underway and that this cooling will become more prominent over time. Two main forces are driving this expected moderation. First, pandemic-related distortions that added inflationary pressures are finally starting to abate. Supply chain dislocations have eased and a surge in pent-up demand (initially for goods and more recently for services, such as travel) should fade. Second, the Fed's policy moves have led to tighter financial conditions, including significant U.S. dollar appreciation and higher mortgage rates. As the Fed continues to push policy further into restrictive territory into early next year, we expect the now-tight labor market to loosen as well. Labor market conditions will be an important driver of inflation both in the near-term and further into the future. The Fed is beginning to see signs that its aggressive hiking policy is feeding into economic data. Although a slowdown in the magnitude of rate hikes is likely, it will depend on future inflation releases. We view the current market pricing for the terminal rate, at 5%-5.25% as reasonable, although surprises in inflation could cause further volatility in the near term.

This information is an excerpt from an economic report dated October 2022 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
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

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

RESOLUTION NO. 22-057

**AWARDING CONTRACTS TO BGE, INC. AND IEA, INC. FOR THE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES POOL**

WHEREAS, to ensure the ready availability of construction engineering and inspection (CE&I) services, the Central Texas Regional Mobility Authority (Mobility Authority) has established a CE&I Services Pool; and

WHEREAS, in order to obtain firms for the CE&I Services Pool, the Executive Director issued a Request for Qualifications (RFQ) on September 8, 2022, seeking firms interested in providing CE&I services to the Mobility Authority; and

WHEREAS, the Mobility Authority received responses to the RFQ from twelve firms by the October 4, 2022 deadline; and

WHEREAS, the responses were reviewed by an evaluation committee who determined BGE, Inc. and IEA, Inc. are the most highly qualified firms based on the evaluation and selection criteria set forth in the RFQ; and

WHEREAS, after reviewing the evaluation committee's findings, the Executive Director negotiated contracts for CE&I services with BGE, Inc. and IEA, Inc. which are attached hereto as Exhibit A and Exhibit B, respectively; and

WHEREAS, the Executive Director recommends that the Board approve the proposed contracts with BGE, Inc. and IEA, Inc., each in an amount not to exceed \$3,000,000, and in the form or substantially the same form attached hereto as Exhibit A and Exhibit B.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the selection of BGE, Inc. and IEA, Inc to provide construction engineering and inspection services to the Mobility Authority as part of the CE&I Services Pool; and

BE IT FURTHER RESOLVED that the Board approves the proposed contracts with BGE, Inc. and IEA, Inc, each in an amount not to exceed \$3,000,000, and authorizes the Executive Director to finalize and execute the contracts on behalf of the Mobility Authority and in the form or substantially the same form as attached hereto as Exhibit A and Exhibit B.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

Exhibit A

BGE, Inc.

**CONTRACT FOR PROFESSIONAL SERVICES
Specific Deliverable with Work Authorizations**

THIS CONTRACT FOR ENGINEERING 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 **BGE, Inc.**, having its principal business address at **10777 Westheimer, Suite 400 Houston TX 77042**, hereinafter called "Engineer," for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional engineering 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.

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on **December 1, 2025** (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) 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 in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this Contract without modification is shown in Attachment E, Fee Schedule.

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 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.

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 billing statement 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. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire Contract Period.

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 and/or the Mobility Authority's General Engineering Consultant (GEC) will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

(8) The invoice will either be recommended for approval by the Mobility Authority's Director of Engineering and/or GEC, or the Mobility Authority's Director of Engineering and/or GEC will 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. If, prior to acceptance of any Service, product or other deliverable, the Executive Director determines that said 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 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.

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>Engineer:</p> <p>BGE, Inc. Project Manager 10777 Westheimer, Suite 400 Houston, Texas 77042</p>	<p>Mobility Authority:</p> <p>Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705</p>
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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.

ARTICLE 11. ROLE OF THE GEC. The Mobility Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority, provided that the GEC is not an agent of the Mobility Authority. All the technical and administrative provisions of the Contract may be managed by the GEC, and the Engineer shall comply with all of the GEC's directives that are within the purview

of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Executive Director, unless otherwise specified; however, requests for such amendments or adjustments may be made through the GEC, who shall forward such requests to the Executive Director with its comments and recommendations.

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

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)

Colby Harris, P.E.

(Printed Name)

Director, Construction Management

(Title)

(Date)

(Signature)

James M. Bass

(Printed Name)

Executive Director

(Title)

(Date)

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

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Not Applicable
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H	Subcontracting

ATTACHMENT A**GENERAL PROVISIONS
INDEX TO PROVISIONS**

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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
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22	Maintenance, Retention and Audit of Records
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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 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 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, and other documents 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 Executive Director

may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the Executive Director, 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 Executive Director.

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

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment C it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Team Member 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 Team Member position in Attachment C if any Key Team Member is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, and as provided in subarticle 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, using rates established in Attachment E, a proposed price.

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 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 Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the 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 GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE 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 the development of the PS&E, Engineering SpecDelWVA

as well as before, during, or after construction. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.

3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director 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 during PS&E development/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. NONCOLLUSION

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

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

ARTICLE 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 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 \$2,000,000 per occurrence and aggregate.

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

F. Architects and/or Engineers Professional Liability insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than \$2,000,000 per claim and \$2,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the Project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director 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 19.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 19.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 19.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 19.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 of the Mobility Authority.

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

ARTICLE 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. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information

Exchange, if determined by the Mobility Authority to be applicable to this contract.

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 of the Mobility Authority 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 impact statement or an

environmental assessment under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the Project on which the environmental impact statement or environmental assessment is prepared.

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

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
Mobility Authority	The Central Texas Regional Mobility Authority
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
GEC	General Engineering Consultant
HUB	Historically Underutilized Business
OMB	Office of Management and Budget
Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner'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

The Mobility Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Mobility Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly or have its designated General Engineering Consultant (GEC) provide general oversight services of the Engineer.
8. Provide for inspections of tolling equipment (including ITS elements and lightning protection).
9. Place at Engineer's disposal all reasonably available information pertinent to the Project.
10. Coordinate with utility companies for relocation efforts and any agreements needed for such.
11. Provide existing or updated utility information.
12. Provide assistance in coordinating with the Contractor, Corps of Engineers, FEMA, Travis County, City of Austin, and TxDOT for any approvals and permits required.
13. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.

ATTACHMENT C SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer will be required to provide professional services including providing and maintaining qualified construction engineering, inspection, materials testing and survey quality assurance staff availability to oversee, review and document construction activities performed by a contractor separately selected by the Mobility Authority for the assigned project (Contractor). The general elements of work that will be required by the Mobility Authority are shown below.

1. Project Controls

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

2. Construction Engineering

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

3. Construction Inspections

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

4. Survey Oversight

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

5. Materials Engineering and Acceptance

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

ATTACHMENT D

NOT APPLICABLE

**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) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<input 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 & 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 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:</p> <p><i>Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + Profit %, 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.

ATTACHMENT E – FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

* The **MAXIMUM AMOUNT PAYABLE** is \$3,000,000.00.

The maximum amount payable is based on the following data and calculations:

* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

Unit Costs - Material Testing			Consultant Proposal
Services To Be Provided	Test Code	Unit	Cost
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	each	\$ 85.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	\$ 20.00
Determining Liquid Limits of Soils	Tex-104-E	each	\$ 50.00
Determining Plastic Soil Limits	Tex-106-E	each	\$ 50.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	\$ 40.00
Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 75.00
Particle Size Analysis of Soils	Tex-110-E	each	\$ 215.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	\$ 75.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 200.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	\$ 310.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	\$ 300.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	\$ 250.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	\$ 2300.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	\$ 475.00
Soil-Cement Testing- Part 1	Tex-120-E	each	\$ 550.00
Soil-Cement Testing- Part 2	Tex-120-E	each	\$ 400.00
Soil-Lime Testing- Part 1	Tex-121-E	each	\$ 450.00
Soil-Lime Testing- Part 2	Tex-121-E	each	\$ 400.00
Soil-Lime Testing- Part 3	Tex-121-E	each	\$ 400.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	\$ 2250.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	\$ 125.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	\$ 125.00
Determining Soil pH	Tex-128-E	each	\$ 70.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	\$ 125.00
Slurry Testing	Tex-130-E	each	\$ 35.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	\$ 65.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	\$ 120.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 125.00
Soil Organic Content Using UV-Vis Method	Tex-148-E	each	\$ 450.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-200-F	each	\$ 120.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	\$ 100.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	\$ 100.00
Sand Equivalent	Tex-203-F	each	\$ 140.00
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	\$ 145.00
Compacting Specimens Using the Texas Gyrotory Compactor (TGC)	Tex-206-F	set of 3	\$ 105.00
Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	\$ 90.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	\$ 120.00
Bulk Specific Gravity of Compacted Bituminous Mixtures (Vacuum Method)	Tex-207-F (Part VI)	each	\$ 85.00
Determining Longitudinal Joint Density Using a Density Testing Gauge	Tex-207-F (Part VII)	each	\$ 85.00
Determining Density of Permeable Friction Course (PFC) Mixtures	Tex-207-F (Part VIII)	each	\$ 90.00
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 125.00
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	\$ 250.00
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$ 45.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 100.00
Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone	Tex-221-F	each	\$ 50.00
Determining Flakiness Index	Tex-224-F	each	\$ 100.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	\$ 350.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 115.00
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 120.00
Determining Asphalt Content of Bituminous by Ignition	Tex-236-F	each	\$ 180.00
Superpave Gyrotory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	set of 2	\$ 175.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	\$ 700.00
Tack Coat Adhesion	Tex-243-F	each	\$ 250.00
Thermal Profile of Hot Mix Asphalt	Tex-244-F	each	\$ 200.00
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$ 100.00
Determining Flat and Elongated Particles	Tex-280-F	each	\$ 150.00
Compressive Strength of Cement Mortars	ASTM C109	set of 3	\$ 80.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	\$ 90.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	\$ 90.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	\$ 85.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	\$ 75.00
Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$ 65.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates	Tex-406-A	each	\$ 80.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	\$ 80.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$ 80.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	\$ 320.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	\$ 385.00
Determining Deleterious Material In Mineral Aggregate	Tex-413-A	each	\$ 100.00
Unit Weight Yield, and Air Content (Gravimetric) of Concrete	Tex-417-A	each	\$ 75.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	\$ 30.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	\$ 200.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	\$ 100.00
Measuring Texture Depth by the Sand Patch Method	Tex-436-A	each	\$ 100.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	\$ 95.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	\$ 100.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	\$ 30.00
Determining Crushed Face Particle Count	Tex-460-A	each	\$ 100.00

Unit Costs - Surveying		Consultant Proposal
Services To Be Provided	Unit	Cost
1 - Person Survey Crew	hour	\$ 105.00
2 - Person Survey Crew	hour	\$ 160.00
3 - Person Survey Crew	hour	\$ 190.00
4 Person Field Crew	hour	\$ 240.00
RTK Field Crew + Rover	hour	\$ 305.00
Terrestrial Lidar Unit	hour	\$ 100.00
Mobile Mapping Unit (per day)	day	\$ 8,550.00
UAV Lidar Unit (per day)	day	\$ 3,675.00
Additional Vehicle (per day)	day	\$ 100.00
ATV (per day)	day	\$ 85.00

Other Direct Expenses		Consultant Proposal
	Unit	ODE Rate
Mileage	mile	IRS Rate
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	\$ 1,500.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	\$ 150.00
Cylinder Molds	each	\$ 3.00
Nuclear Gauge	Trip	\$ 75.00

**ATTACHMENT F
WORK SCHEDULE**

See issued Work Authorizations for Work Schedule.

ATTACHMENT G
COMPUTER GRAPHICS FOR DOCUMENT AND INFORMATION EXCHANGE

Not applicable.

**ATTACHMENT H
SUBCONTRACTING**

The Mobility Authority has established the DBE/HUB participation goal of 3.5% for this Agreement, however the Mobility Authority will review and adjust the goal for each work authorization based on specific project assignments.

Exhibit B

IEA, Inc.

**CONTRACT FOR PROFESSIONAL SERVICES
Specific Deliverable with Work Authorizations**

THIS CONTRACT FOR ENGINEERING 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 **IEA Inc.**, having its principal business address at **18383 Preston Road, Suite 500, Dallas, TX 75252**, hereinafter called "Engineer," for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional engineering 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.

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on **December 1, 2025** (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) 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 in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this Contract without modification is shown in Attachment E, Fee Schedule.

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 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.

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 billing statement 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. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire Contract Period.

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 and/or the Mobility Authority's General Engineering Consultant (GEC) will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

(8) The invoice will either be recommended for approval by the Mobility Authority's Director of Engineering and/or GEC, or the Mobility Authority's Director of Engineering and/or GEC will 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. If, prior to acceptance of any Service, product or other deliverable, the Executive Director determines that said 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 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.

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>Engineer:</p> <p>Bobby A. Ramthun, P.E Senior Project Manager IEA, Inc. 13805 Research Blvd., Suite 812 Austin, TX 78750</p>	<p>Mobility Authority:</p> <p>Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705</p>
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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.

ARTICLE 11. ROLE OF THE GEC. The Mobility Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority, provided that the GEC is not an agent of the Mobility Authority. All the technical and administrative provisions of the Contract may be

managed by the GEC, and the Engineer shall comply with all of the GEC’s directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Executive Director, unless otherwise specified; however, requests for such amendments or adjustments may be made through the GEC, who shall forward such requests to the Executive Director with its comments and recommendations.

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

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)
Shakeel Ahmed

(Printed Name)
Principal

(Title)

(Date)

(Signature)
James M. Bass

(Printed Name)
Executive Director

(Title)

(Date)

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

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Not Applicable
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H	Subcontracting

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 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 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, and other documents 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 Executive Director

may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the Executive Director, 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 Executive Director.

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

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment C it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Team Member 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 Team Member position in Attachment C if any Key Team Member is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, and as provided in subarticle 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, using rates established in Attachment E, a proposed price.

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 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 Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the 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 GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE 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 the development of the PS&E, Engineering SpecDelwWA

as well as before, during, or after construction. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.

3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director 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 during PS&E development/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. NONCOLLUSION

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

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

ARTICLE 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 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 \$2,000,000 per occurrence and aggregate.

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

F. Architects and/or Engineers Professional Liability insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than \$2,000,000 per claim and \$2,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the Project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director 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 19.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 19.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 19.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 19.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 of the Mobility Authority.

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

ARTICLE 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. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information

Exchange, if determined by the Mobility Authority to be applicable to this contract.

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 of the Mobility Authority 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 impact statement or an

environmental assessment under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the Project on which the environmental impact statement or environmental assessment is prepared.

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

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
Mobility Authority	The Central Texas Regional Mobility Authority
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
GEC	General Engineering Consultant
HUB	Historically Underutilized Business
OMB	Office of Management and Budget
Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner'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

The Mobility Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Mobility Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly or have its designated General Engineering Consultant (GEC) provide general oversight services of the Engineer.
8. Provide for inspections of tolling equipment (including ITS elements and lightning protection).
9. Place at Engineer's disposal all reasonably available information pertinent to the Project.
10. Coordinate with utility companies for relocation efforts and any agreements needed for such.
11. Provide existing or updated utility information.
12. Provide assistance in coordinating with the Contractor, Corps of Engineers, FEMA, Travis County, City of Austin, and TxDOT for any approvals and permits required.
13. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.

ATTACHMENT C SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer will be required to provide professional services including providing and maintaining qualified construction engineering, inspection, materials testing and survey quality assurance staff availability to oversee, review and document construction activities performed by a contractor separately selected by the Mobility Authority for the assigned project (Contractor). The general elements of work that will be required by the Mobility Authority are shown below.

1. Project Controls

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

2. Construction Engineering

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

3. Construction Inspections

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

4. Survey Oversight

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

5. Materials Engineering and Acceptance

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

ATTACHMENT D

NOT APPLICABLE

**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) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<input 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 & 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 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:</p> <p><i>Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + Profit %, 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.

ATTACHMENT E – FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

* The **MAXIMUM AMOUNT PAYABLE** is \$3,000,000.00.

The maximum amount payable is based on the following data and calculations:

* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

ATTACHMENT E - FEE SCHEDULE

SPECIFIED RATE PAYMENT BASIS

PRIME PROVIDER NAME:		IEA, Inc.					
Job Title	Hourly Base Rate	Hourly Contract Rate 2023		Hourly Contract Rate 2024		Hourly Contract Rate 2025	
		Office	Field	Office	Field	Office	Field
Principal	\$ 125.00	\$ 367.29	\$ 317.30	\$ 381.98	\$ 329.99	\$ 397.26	\$ 343.19
Project Manager	\$ 100.00	\$ 293.83	\$ 253.84	\$ 305.59	\$ 263.99	\$ 317.81	\$ 274.55
Lead Inspector	\$ 66.00	\$ 193.93	\$ 167.53	\$ 201.69	\$ 174.23	\$ 209.75	\$ 181.20
Senior Inspector	\$ 56.00	\$ 164.55	\$ 142.15	\$ 171.13	\$ 147.83	\$ 177.97	\$ 153.75
Inspector	\$ 46.00	\$ 135.16	\$ 116.76	\$ 140.57	\$ 121.44	\$ 146.19	\$ 126.29
Senior Records Keeper	\$ 60.00	\$ 176.30	\$ 152.30	\$ 183.35	\$ 158.39	\$ 190.69	\$ 164.73
Records Keeper	\$ 47.00	\$ 138.10	\$ 119.30	\$ 143.63	\$ 124.08	\$ 149.37	\$ 129.04
Project Engineer	\$ 60.00	\$ 176.30	\$ 152.30	\$ 183.35	\$ 158.39	\$ 190.69	\$ 164.73
Engineer in Training	\$ 40.00	\$ 117.53	\$ 101.53	\$ 122.23	\$ 105.60	\$ 127.12	\$ 109.82
CADD Technician	\$ 40.00	\$ 117.53	\$ 101.53	\$ 122.23	\$ 105.60	\$ 127.12	\$ 109.82
Administrative/Clerical	\$ 38.00	\$ 111.66	\$ 96.46	\$ 116.12	\$ 100.32	\$ 120.77	\$ 104.33
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
INDIRECT COST RATE (OFFICE):	167.12%						
INDIRECT COST RATE (FIELD):	130.76%						
PROFIT RATE:	10.00%						

ATTACHMENT E - FEE SCHEDULE

SPECIFIED RATE PAYMENT BASIS

SUBPROVIDER NAME:		G Sylva					
Job Title	Hourly Base Rate	Hourly Contract Rate 2023		Hourly Contract Rate 2024		Hourly Contract Rate 2025	
		Office	Field	Office	Field	Office	Field
Support Manager	\$ 80.00	\$ 207.96	\$ 198.88	\$ 216.28	\$ 206.84	\$ 224.93	\$ 215.11
Senior Inspector (Structural)	\$ 50.00	\$ 129.98	\$ 124.30	\$ 135.18	\$ 129.27	\$ 140.58	\$ 134.44
Inspector (Structural)	\$ 40.00	\$ 103.98	\$ 99.44	\$ 108.14	\$ 103.42	\$ 112.47	\$ 107.55
Senior Inspector	\$ 48.00	\$ 124.78	\$ 119.33	\$ 129.77	\$ 124.10	\$ 134.96	\$ 129.07
Inspector	\$ 38.00	\$ 98.78	\$ 94.47	\$ 102.73	\$ 98.25	\$ 106.84	\$ 102.18
Administrative/Clerical	\$ 28.00	\$ 72.79	\$ 69.61	\$ 75.70	\$ 72.39	\$ 78.73	\$ 75.29
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
INDIRECT COST RATE (OFFICE):	136.32%						
INDIRECT COST RATE (FIELD):	126.00%						
PROFIT RATE:	10.00%						

**ATTACHMENT E - FEE SCHEDULE
SPECIFIED RATE PAYMENT BASIS**

SUBPROVIDER NAME:		CPY					
Job Title	Hourly Base Rate	Hourly Contract Rate 2023		Hourly Contract Rate 2024		Hourly Contract Rate 2025	
		Office	Field	Office	Field	Office	Field
RPLS - Project Manager	\$ 69.00	\$ 206.14	\$ 194.21	\$ 201.97	\$ 201.97	\$ 222.96	\$ 210.05
Support Manager	\$ 61.00	\$ 182.24	\$ 171.69	\$ 178.56	\$ 178.56	\$ 197.11	\$ 185.70
RPLS - Task Leader	\$ 51.00	\$ 152.36	\$ 143.54	\$ 149.28	\$ 149.28	\$ 164.79	\$ 155.26
Senior Survey Technician	\$ 38.50	\$ 115.02	\$ 108.36	\$ 112.70	\$ 112.70	\$ 124.40	\$ 117.20
Survey Technician	\$ 34.00	\$ 101.57	\$ 95.70	\$ 99.52	\$ 99.52	\$ 109.86	\$ 103.50
Administrative/Clerical	\$ 33.00	\$ 98.59	\$ 92.88	\$ 96.60	\$ 96.60	\$ 106.63	\$ 100.46
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
INDIRECT COST RATE (OFFICE):	171.59%						
INDIRECT COST RATE (FIELD):	155.87%						
PROFIT RATE:	10.00%						

**ATTACHMENT E - FEE SCHEDULE
SPECIFIED RATE PAYMENT BASIS**

SUBPROVIDER NAME:		B2Z Engineering					
Job Title	Hourly Base Rate	Hourly Contract Rate 2023		Hourly Contract Rate 2024		Hourly Contract Rate 2025	
		Office	Field	Office	Field	Office	Field
Support Manager / PE	\$ 95.00	\$ 255.27	\$ 232.66	\$ 265.48	\$ 241.97	\$ 276.10	\$ 251.64
Senior Materials Manager / PE	\$ 110.00	\$ 295.58	\$ 269.39	\$ 307.40	\$ 280.17	\$ 319.70	\$ 291.38
Laboratory Manager	\$ 70.00	\$ 188.10	\$ 171.43	\$ 195.62	\$ 178.29	\$ 203.44	\$ 185.42
Administrative/Clerical	\$ 35.00	\$ 94.05	\$ 85.72	\$ 97.81	\$ 89.15	\$ 101.72	\$ 92.71
Senior Technician	\$ 50.00	\$ 134.35	\$ 122.45	\$ 139.73	\$ 127.35	\$ 145.32	\$ 132.44
Technician	\$ 44.00	\$ 118.23	\$ 107.76	\$ 122.96	\$ 112.07	\$ 127.88	\$ 116.55
Field Inspector	\$ 46.00	\$ 123.61	\$ 112.66	\$ 128.55	\$ 117.16	\$ 133.69	\$ 121.85
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
INDIRECT COST RATE (OFFICE):	144.28%						
INDIRECT COST RATE (FIELD):	122.64%						
PROFIT RATE:	10.00%						

Unit Costs - Material Testing			Consultant Proposal
Services To Be Provided	Test Code	Unit	Cost
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	each	\$85.00
Determining Moisture Content in Soil Materials	Tex-103-E	each	\$20.00
Determining Liquid Limits of Soils	Tex-104-E	each	\$50.00
Determining Plastic Soil Limits	Tex-106-E	each	\$50.00
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	\$40.00
Determining the Specific Gravity of Soils	Tex-108-E	each	\$75.00
Particle Size Analysis of Soils	Tex-110-E	each	\$215.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	\$75.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$200.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	\$310.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	\$300.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	\$250.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	\$2,300.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	\$475.00
Soil-Cement Testing- Part 1	Tex-120-E	each	\$550.00
Soil-Cement Testing- Part 2	Tex-120-E	each	\$400.00
Soil-Lime Testing- Part 1	Tex-121-E	each	\$450.00
Soil-Lime Testing- Part 2	Tex-121-E	each	\$400.00
Soil-Lime Testing- Part 3	Tex-121-E	each	\$400.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	\$2,250.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	\$125.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	\$125.00
Determining Soil pH	Tex-128-E	each	\$70.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	\$125.00
Slurry Testing	Tex-130-E	each	\$35.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	\$65.00
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	\$120.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$125.00
Soil Organic Content Using UV-Vis Method	Tex-148-E	each	\$450.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-200-F	each	\$120.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	\$100.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	\$100.00
Sand Equivalent	Tex-203-F	each	\$140.00
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	\$145.00
Compacting Specimens Using the Texas Gyrotory Compactor (TGC)	Tex-206-F	set of 3	\$105.00
Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	\$90.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	\$120.00
Bulk Specific Gravity of Compacted Bituminous Mixtures (Vacuum Method)	Tex-207-F (Part VI)	each	\$85.00
Determining Longitudinal Joint Density Using a Density Testing Gauge	Tex-207-F (Part VII)	each	\$85.00
Determining Density of Permeable Friction Course (PFC) Mixtures	Tex-207-F (Part VIII)	each	\$90.00
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$125.00
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	\$250.00
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$45.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$100.00
Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt	Tex-221-F	each	\$50.00
Determining Flakiness Index	Tex-224-F	each	\$100.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	\$350.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$115.00
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$120.00
Determining Asphalt Content of Bituminous by Ignition	Tex-236-F	each	\$180.00

Superpave Gyrotory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	set of 2	\$175.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	\$700.00
Tack Coat Adhesion	Tex-243-F	each	\$250.00
Thermal Profile of Hot Mix Asphalt	Tex-244-F	each	\$200.00
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$100.00
Determining Flat and Elongated Particles	Tex-280-F	each	\$150.00
Compressive Strength of Cement Mortars	ASTM C109	set of 3	\$80.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	\$90.00
Fineness Modulus of Fine Aggregate	Tex-402-A	each	\$90.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	\$85.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	\$75.00
Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$65.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	\$80.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	\$80.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$80.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	\$320.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	\$385.00
Determining Deleterious Material In Mineral Aggregate	Tex-413-A	each	\$100.00
Unit Weight Yield, and Air Content (Gravimetric) of Concrete	Tex-417-A	each	\$75.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	\$30.00
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	\$200.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	\$100.00
Measuring Texture Depth by the Sand Patch Method	Tex-436-A	each	\$100.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	\$95.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	\$100.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	\$30.00
Determining Crushed Face Particle Count	Tex-460-A	each	\$100.00

Unit Costs - Surveying		Consultant Proposal
Services To Be Provided	Unit	Cost
1 - Person Survey Crew	hour	\$115.00
2 - Person Survey Crew	hour	\$165.00
3 - Person Survey Crew	hour	\$190.00

		Consultant Proposal
Other Direct Expenses	Unit	ODE Rate
Mileage	mile	IRS Rate
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	\$1,500.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	\$ 150.00
Cylinder Molds	each	\$ 3.00
Nuclear Gauge	Trip	\$ 75.00

**ATTACHMENT F
WORK SCHEDULE**

See issued Work Authorizations for Work Schedule.

ATTACHMENT G
COMPUTER GRAPHICS FOR DOCUMENT AND INFORMATION EXCHANGE

Not applicable.

**ATTACHMENT H
SUBCONTRACTING**

The Mobility Authority has established the DBE/HUB participation goal of 3.5% for this Agreement, however the Mobility Authority will review and adjust the goal for each work authorization based on specific project assignments.

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

RESOLUTION NO. 22-059

**APPROVING WORK AUTHORIZATION NO. 4 WITH
ELECTRONIC TRANSACTION CONSULTANTS, LLC FOR DESIGN AND INSTALLATION
SERVICES RELATED TO THE 183 NORTH MOBILITY PROJECT ELECTRONIC TOLL
COLLECTION SYSTEM**

WHEREAS, by Resolution No. 22-058, dated December 14, 2022, the Board of Directors approved an Amended and Restated Agreement for Roadside Toll Collection System Installation and Maintenance Services with Electronic Transaction Consultants, LLC (ETC); and

WHEREAS, the Mobility Authority began construction of the 183 North Mobility Project which includes four (4) express lanes (two in each direction) and widen the existing US 183 as required to bring the total number of general purpose (GP) lanes to four (4) in each direction including the construction of direct connector (DC) ramps providing access between the new express lanes on US 183 and the existing express lanes on MoPac Expressway; and

WHEREAS, the Mobility Authority requires services necessary to design and install roadway and civil infrastructure enabling operations of the proposed Electronic Toll Collection System (ETCS) and supporting Intelligent Transportation System (ITS) elements for the 183 North Mobility Project; and

WHEREAS, the Executive Director and ETC have negotiated draft Work Authorization No. 4 in an amount not to exceed \$4,469,871.38 for services related to the 183 North Mobility Project necessary for the design and installation the ETCS and supporting ITS elements; and

WHEREAS, the Executive Director recommends approving Work Authorization No. 4 in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Work Authorization No. 4 in an amount not to exceed \$4,469,871.38 with Electronic Transaction Consultants, LLC for services related to the 183 North Mobility Project necessary for the design and installation of roadway and civil infrastructure, enabling operation of the proposed Electronic Toll Collection System (ETCS) and supporting Intelligent Transportation System (ITS) elements in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:


James M. Bass
Executive Director

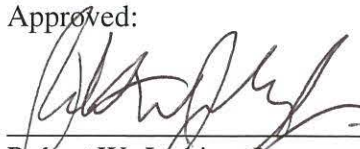
Approved:

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

Exhibit A



CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 04

TOLL SYSTEM IMPLEMENTATION – PHASE II and PHASE III

ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (WA) is made this 14th day of December, 2022 pursuant to the terms and conditions of the Agreement for Roadside Toll Collection System Installation and Maintenance Services, to the amended Contract for Toll System Implementation, dated the 14th day of December, 2022 (the “Contract”) entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority” or “CTRMA”), and Electronic Transaction Consultants, LLC (the “TSI,” also referred to in attachments to this WA No. 04 as the “System Integrator” or “SI”). WA No. 04 will include the implementation of toll equipment on the 183N Mobility Project (“183N”) and associated project documentation updates.

PART I. The TSI shall perform system development, implementation, installation, testing and integration services generally described in the Scope of Work attached hereto as **Attachment A**. The TSI’s duties and responsibilities are further detailed in: (1) Project Layouts/Schematics included as **Attachment B**, and (2) the Project Responsibility Matrix included as **Attachment C**

PART II. The maximum amount payable under this WA No. 04 is \$4,469,871.38 including ten percent project contingency . This amount is based generally upon the estimated fees documented in **Attachment D**.

PART III. Payment to the TSI for the services established under this WA No. 04 shall be made in accordance with the Contract.

PART IV. This WA No. 04 shall become effective on the date both parties have signed this WA No. 04. This WA No. 04 will terminate upon the Mobility Authority’s final acceptance of the work described herein as determined by CTRMA or upon payment of the maximum amount payable in Phase II and Phase III, whichever date is first, unless extended as provided by the Contract. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in **Attachment E**.

PART V. This WA No. 04 does not waive any of the parties’ responsibilities and obligations provided under the Contract, as such responsibilities and obligations under the Contract remain in full force and effect.



IN WITNESS WHEREOF, this Work Authorization No. 04 is executed in duplicate counterparts and hereby accepted and acknowledged below.

CTRMA DEPARTMENT DIRECTOR *(Requesting Work Authorization)*

Signature

Date

Typed/Printed Name and Title

CTRMA LEGAL *(Noting Legal Sufficiency)*

Signature

Date

Typed/Printed Name and Title

CTRMA FINANCE *(Noting Funds Availability)*

Signature

Date

Typed/Printed Name and Title

THE TSI (Electronic Transaction Consultants, LLC)

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature

Date

James Bass, Executive Director

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A	Work Authorization Scope of Work
Attachment B	Project Layout/Schematics
Attachment C	Project Responsibility Matrix
Attachment D	System Integrator Price Sheet and Budget
Attachment E	Project Schedule & Milestone Payments
Attachment F	Master Project Schedule and Milestones
Attachment G	Project Liquidated Damages/Penalties/Incentives

ATTACHMENT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY **TOLL SYSTEM IMPLEMENTATION – PHASE II and Phase III**

ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

WORK AUTHORIZATION SCOPE OF WORK

A1.0 GENERAL

A1.01. Background

Electronic Transaction Consultants, LLC was awarded the 2021 RFP for Electronic Toll Collection System (ETCS) Integration and Maintenance Services. The scope of their work in support of the Mobility Authority includes replacement of ETCS equipment on all existing Mobility Authority toll projects, as well as implementation of new systems on new Mobility Authority projects in the Austin, Texas area. WA No. 04 will include the replacement of toll equipment on the 183N and associated project documentation updates.

183N will consist of the construction of four (4) express lanes (two in each direction) and widening of the existing US 183 as required to bring the total number of general purpose (GP) lanes to four (4) in each direction. The Project will also include the construction of direct connector (DC) ramps providing access between the new express lanes on US 183 and the existing express lanes on MoPac Expressway. Intelligent Transportation Systems (ITS) infrastructure to support toll collection of the express lanes in addition to traffic management and incident response, a new shared-use pathway, new sidewalks, cross-street connections for bicyclists and pedestrians along US 183, and other improvements will also be included in the Project.

A1.02. Summary Scope of Work

The Scope of Work for WA No. 04 includes all efforts related to Phase II and Phase III of the ETCS Project as described in the Contract. Phase II and Phase III consists of updating all Program-level documentation specific to 183N and design, testing, installation, and integration of the ETCS on 183N.

A2.0 – GENERAL DESCRIPTION – 183N INFRASTRUCTURE

The Toll Collection System for 183N will be all electronic toll collection (ETC). Phase II of the Project (183N) limits extend from SH45 North / RM 620 to State Loop 1 (MoPac Expressway). The Project length is approximately nine (9) miles. The Project consists of five (5) toll sites that provide Open Road Tolling for both the northbound (NB) and southbound (SB) lanes and shoulders. A two (2) gantry solution will be provided for the site at the locations listed in Table 1 below.

Table 1: Gantry Locations and Lane Counts

Gantry No.	Approximate Station Location	Location	Direction of Travel	No. of Lanes	No. of Shoulders (8' or greater)	Comments (Note that typical section may be different if the location of the gantry is revised.)
1	820+00	South of Lakeline Mall Dr.	SB	1	1	- One (1) 11' express lane - One (1) 10' shoulder
	820+00	South of Lakeline Mall Dr.	NB	1	1	- One (1) 11' express lane - One (1) 10' shoulder
2	7+00	South of McNeil Dr	SB	2	0	- Two (2) 11' express lane - One (1) 4' shoulder
	7+00	South of McNeil Dr	NB	2	0	- Two (2) 11' express lane - One (1) 4' shoulder
3	212+50	South of Capital of Texas Highway/360	SB	1	1	- One (1) 12' express lane - One (1) 10' shoulder
	212+50	South of Capital of Texas Highway/360	NB	1	1	- One (1) 14' express lane - One (1) 10' shoulder
4	212+50	Direct Connectors to/from Mopac	SB	1	1	- One (1) 14' express lane - One (1) 8' shoulder - One (1) 4' shoulder
	212+50	Direct Connectors to/from Mopac	NB	1	1	- One (1) 14' express lane - One (1) 8' shoulder - One (1) 4' shoulder
5	209+00	MoPac	SB	1	1	- One (1) 12' express lane - One (1) 10' shoulder
	209+00	MoPac	NB	1	1	- One (1) 12' express lane - One (1) 10' shoulder

A3.0 GENERAL REQUIREMENTS - TOLL COLLECTION SYSTEM

A3.01 General Requirements – 183N Toll Collection System

The Scope of Work for WA No. 04 includes implementation of an ETCS for Phase II and Phase III that includes roadside functionality (Automatic Vehicle Identification (AVI), Automatic Vehicle Classification and Detection (AVC/D), Violation Enforcement System (VES), Digital Video Audit System (DVAS)), Variable Toll Message Sign (VTMS) components, Closed-Circuit Television (CCTV) and traffic speed, volume and density detection equipment, fiber optic communications, network communication equipment, power systems, and lighting and grounding protection. All field devices will be integrated with the central management software via communication with the Traffic Incident Management Center (TIMC).

The SI shall be responsible for all aspects of system design, testing, procurement, installation/implementation, integration, and training required to support the 183N toll collection system. The Toll Facility Host (TFH) for this WA No. 04 includes trip building and dynamic pricing functionality. The ETCS will integrate with the Mobility Authority's Data Platform System (DPS), which connects to the Mobility Authority's Pay by Mail system and the Central US Interoperability (CUSIOP) Hub.

The Mobility Authority's ETCS, which is being designed and implemented through individual and separate work authorizations for each toll road facility, will replace the legacy ETCS that has been implemented on the 183A Toll Road, 290 Toll Road, 71 Toll Lane, 45SW Toll Road, 183 South Toll Road, and the MoPac Express Lane, as well as integrate to the DPS and TIMC. It is required that the ETCS be interoperable with the other CUSIOP agencies through the CUSIOP Hub.

A4.0 EQUIPMENT, INSTALLATION, AND TRANSITION

A4.01. Gantries and Roadside Equipment for ETCS

The SI shall provide, install, and test all equipment, systems, subsystems, documentation, and components to comply with the requirements of Phase II and Phase III of the Contract for the following:

- Roadside systems, subsystems, and infrastructure to support AVI, AVC/D, VES (cameras), DVAS (cameras), CCTV cameras, zone controllers, equipment monitoring, diagnostic systems, configuration, software, all related/required components and sensors, validation of roadway infrastructure, including modification of infrastructure (if required), and development of installation drawings and installation plan.
- A dynamic pricing engine/system that calculates and provides toll rates based on traffic conditions in the express lanes and GP lanes.
- Appropriate applications to support daily operations of CTRMA's facilities.
- Processing, tracking, and storing all transactions generated by roadside tolling equipment.
- Complete image processing to provide license plate information from images captured

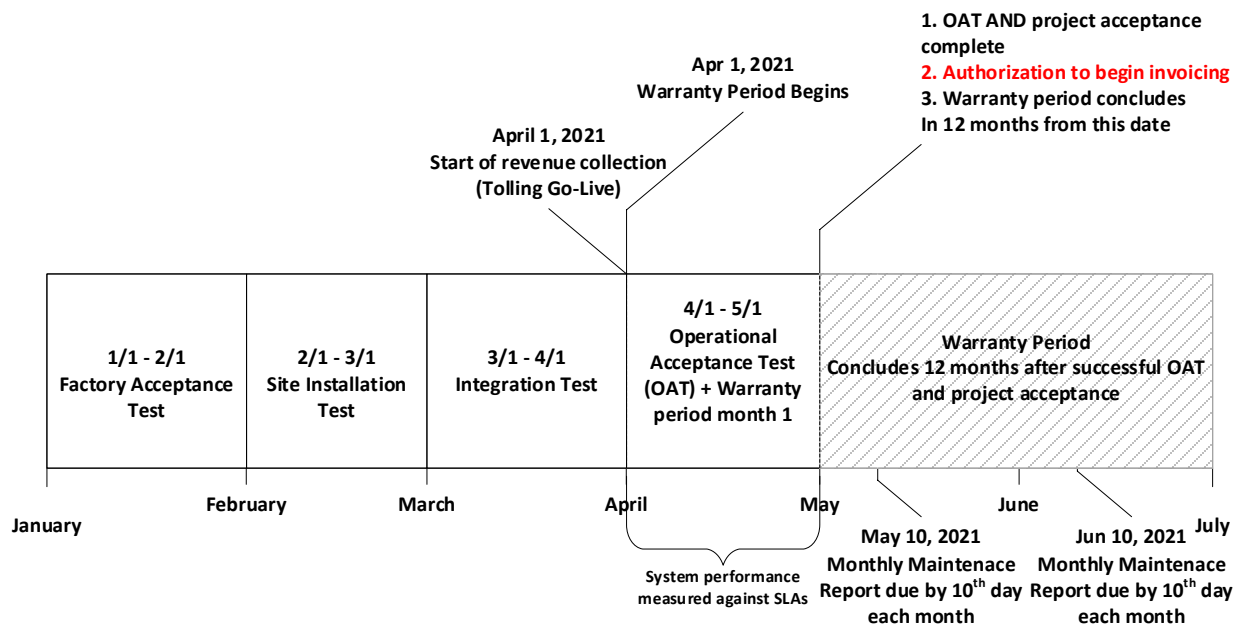
on the roadside, including all systems, and required operations staff.

- Project management including Project schedules, Project meeting organization (including agendas and notes), Project level documentation, requirements workshops, quality assurance and control programs, risk management, and coordination with CTRMA and their designated staff, consultants, partners, and vendors. All documentation is to be submitted to CTRMA for review and approval based on a mutually agreed upon, approved schedule.
- The warranty period concludes 12 months after CTRMA approval of the Operational Acceptance Test (OAT) and project acceptance. An example of the warranty period is presented below in Figure 1 which illustrates the required sequence of each milestone. Additional examples are provided in Section 2.13.6 of Appendix A of the Contract.

The TSI shall be given full project acceptance and authorization to initiate maintenance invoicing for the ETCS, either a newly installed or transitioned facility, upon the completion and the CTRMA approval of the OAT for that project/facility, closure of all punch-list items, completion, and submission of all required documents, including as-builts and updates to manuals and meeting of other conditions as specified in the Contract. Work performed prior to authorization to initiate maintenance invoicing is not considered maintenance, even though the project may be open to revenue collection.

Note: Figure 1 represents the completion of OAT and full project acceptance thirty (30) days after go-live.

Figure 1: Example Warranty Period



- Procurement and receipt of all ETCS hardware and coordination with the Mobility Authority for equipment validation and asset tag application.
- Security of all procured and paid for ETCS hardware until installed. CTRMA shall

receive a full manufacturer’s warranty on all procured hardware equipment during the Warranty Period.

- Development of user manuals and training for SI-provided systems, software, and reports.
- Network administration of all ETCS communications equipment, software, cables, connections, configurations necessary to operate the ETCS.
- Transition plan and approach for the transition of system elements and facilities from the existing SI’s solution to the new ETCS, particularly focused on business continuity and mitigation of revenue loss.
- Training program designed to educate CTRMA-designated personnel in the operation, use, and maintenance of the ETCS.
- ETCS Project documentation including the Requirements Traceability Matrix, Interface Control Documents (ICDs), System Detailed Design, Disaster Recovery, and Backup, Recovery and Data Archive plan.
- System testing plan/script and documentation including Master Test Plan, Test Reports, Site Installation Testing, Integration Testing, and Operational Acceptance Testing.
- Succession plan to define the SI’s approach in supporting the transition of their responsibilities under this contract to CTRMA and/or another entity whenever this contract terminates.

More detailed requirements for these systems and subsystems are described in Sections 2.4, 2.5, 2.6, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19 of Appendix A of the Contract.

A5.0 PROJECT COORDINATION, MANAGEMENT AND COMMUNICATION

The SI shall be responsible for all required coordination efforts and touchpoints with CTRMA and Project stakeholders throughout the term of the Project, including building and maintaining relationships and direct lines of communication between the Mobility Authority and other Project stakeholders as identified by the Mobility Authority.

Anticipated SI coordination efforts, touchpoints, and responsibilities throughout the Project, include, but are not limited to:

- Project kick-off meeting
- Project progress meetings as required
- Comment resolution meetings to review all submissions, workshops to validate system requirements, design approach and design, product demonstrations, report formats, test plans and scripts, and other issues requiring coordination between CTRMA and the SI.
- Ad-hoc design review meetings
- Design/development demonstrations
- Installation meetings

- Coordination with Kapsch and CTRMA regarding transition of roadways and the transition of maintenance from Kapsch to ETC
- Test script execution and demonstrations
- Coordination with other system providers that integrate to CTRMA's existing ETCS
- OAT readiness meeting and all other testing readiness meetings
- Development of various documents and tools to communicate Project status, installation requirements, or other critical aspects of the Project, including but not limited to:
 - Requirements Traceability Matrix
 - Installation plans and drawings
 - Schedule
- Communicating requirements needed from Mobility Authority and Project stakeholders for system testing

A6.0 TOLL FACILITIES RESPONSIBILITY MATRIX

The delineation of Project responsibilities between the SI and the Mobility Authority is presented in ATTACHMENT C Project Responsibility Matrix.

A7.0 INSTALLATION PERFORMANCE AND PAYMENT BOND

Prior to the beginning of any work designated in this WA No. 04, the TSI shall provide, and continuously maintain in place for the benefit of CTRMA, an installation performance bond and payment bond in the form of Appendix J of the Contract as stipulated in Article 7 of the Contract.

A8.0 INSURANCE

Prior to the beginning of any work designated in this WA No. 04, the TSI shall obtain and furnish Certificates of Insurance (COI) as stipulated in Article 19 of the Contract.

[END OF SECTION]

ATTACHMENT B

Project Layout ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES



ATTACHMENT C

Project Responsibility Matrix ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	DB Contractor (DB)			System Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
GENERAL REQUIREMENTS							
Schedule	P	P	P	S	C	S	DB shall accommodate and incorporate the SI scheduled activities into the DB schedule. All schedule changes or updates which impact the SI tasks must be agreed to by the SI prior to submittal to the Mobility Authority. A monthly schedule must be distributed and incorporate any SI updates or changes.
Request for Early Opening	P	P	P	S	S	S	The SI must be able to match schedule request for early opening. SI must be allowed early unencumbered access in order to meet early opening request.
Design Package – Installation and Electrical Design and Plans	P	P	P	C	N	C	DB to incorporate all toll and ITS requirements and specifications into all versions of the Structural and Electrical Design Packages. SI to provide DB approval of packages prior to issuance of Released For Construction (RFC) plans. DB will coordinate installation activities with SI.
Grading	P	P	P	C	N	C	DB to incorporate SI requirements with respect to grading into toll and ITS system design. DB to place infrastructure with ease of maintenance access and installation as a priority.
Drainage	P	P	P	C	N	C	No culverts or pipes under toll zones.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Utilities/Electrical Services	P	P	P	S	C	C	SI to provide specific requirements for the Toll and/or Mobility Authority ITS Systems. DB to incorporate into the ITS and toll facilities design, and construct power, utilities interface, and all power infrastructure. DB to provide power to the Toll System pad and Mobility Authority ITS locations as required by the SI. SI to terminate power to toll and ITS sites owned by the Mobility Authority.
Traffic Control/Safe work zone	P	P	P	S	N	C	SI to provide DB detailed lane closure requirements, schedule for installation and testing of tolling and Mobility Authority ITS equipment. DB to provide traffic control devices, and safe working conditions for SI during installation and testing of all toll and Mobility Authority ITS equipment.
Field Office requirements	P	P	P	C	N	C	DB shall coordinate with the SI on space requirements for design and construction personnel.
Signing	P	P	P	C	N	S	All toll signing must be coordinated with and approved by the Mobility Authority. If toll price signs utilize changeable electronic signs, the DB will provide the static sign and the SI will provide the electronic insert (e.g. LED panels) and wireways needed to integrate the system. DB shall be responsible for coordinating with the SI to allow SI to install LED panels and wire ways on static signs while on the ground, at the roadside location, prior to mounting signs onto sign gantry/truss.
Striping	P	P	P	S	N	C	DB to coordinate with SI to identify final striping within the toll zone for the SI's loop (and/or other sensors/equipment) installations.
Lighting	P	P	P	S	C	S	Roadway and toll location lighting provided by DB. SI to provide lighting requirements in vicinity of toll locations and locations of other Toll System equipment. DB to confirm that lighting does not obstruct toll related signing or impede the Toll System.
Landscaping	P	P	P	C	N	N	

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Fencing/Guardrail/Bollards/Concrete Barrier	P	P	P	S	C	C	SI to provide specific requirements for the toll pad placement, access and security fencing and/or barriers around toll and ITS equipment. DB to provide fencing and/or barriers at all toll pads per SI requirements. DB to install the appropriate barrier to protect toll pad equipment from traffic per SI requirements. DB to incorporate design requirements into design packages. DB to coordinate with SI to review and approve all versions of design packages.
Locations and Layouts	P	P	P	S	C	C	SI to provide requirements for specific lane and facility layouts. DB to incorporate into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to review and approve locations for the toll and ITS systems owned by the Mobility Authority. The DB will coordinate with SI during infrastructure installation activity.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	P	P	P	S	C	S	SI to provide requirements for conduits (for SI installed power and communications cables, including specific requirements for below ground conduits for the loops), junction boxes, and power needs for the toll and ITS systems owned by the Mobility Authority. DB to incorporate into structural design, including electrical grounding, bonding, and power conductors. DB to provide and install gantry/truss for toll systems, gantry/truss foundations, junction boxes, cable trays/conduits/wireways, pull strings and bell ends for all conduits up to one foot above pole foundations and for conduits going up gantry columns. The DB will require SI to sign off on below-ground conduit stub outs pertaining to all toll and ITS facilities prior to finalizing toll zone pavement, toll equipment pads and foundations related to ITS installation.
Equipment Mounts on Brackets/Frames	S	N	C	P	P	P	SI to procure and install equipment for the toll and ITS systems owned by the Mobility Authority, and related cable and wiring, including communications from roadside cabinets to the equipment mounted on the gantries. SI to provide requirements for all brackets and frames needed to attach SI procured equipment to DB provided truss. SI to provide requirements for toll hanger, and the orientation of hangers mounted to Gantries. DB to furnish and install all toll hangers per SI requirements.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Equipment Brackets/Frames on Gantries	P	P	P	S	N	C	DB is to provide and install all toll hangers/brackets/frames on DB provided toll gantry/truss needed to attach all SI procured equipment. SI to provide locations for installation to the DB. DB to coordinate with SI to review hanger
Variable Toll Message Sign (VTMS) camera infrastructure (foundations (if needed), conduits, grounding, camera poles, and electrical services)	P	P	P	S	C	C	SI to provide requirements for camera mounts, conduits, junction boxes, power and data wiring and cables. SI shall also specify the locations of the VTMS controllers and cameras. SI to also provide requirements for placement with respect to maintenance access. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to review and approve VTMS camera locations and infrastructure. DB to provide and install sign truss, truss foundations, poles, junction boxes, conduits, conduit pull strings, bell ends for all conduits, power circuit and power cable to the SI's cabinet.
VTMS cameras installation	S	N	C	P	P	P	SI to procure, install and terminate all cabinets and cameras, including all wiring except for the primary branch power circuit to the site's cabinet. SI shall also be responsible for testing VTMS camera systems.
Traffic Detection System (TDS) and Closed Circuit Television (CCTV) Camera installations	S	C	S	P	P	P	SI to procure, install and terminate all cabinets and traffic detection sensors, including all wiring except for the primary branch power circuit to the site's cabinet. SI shall also be responsible for testing TDS and CCTV systems.
TDS and CCTV Camera infrastructure: (Pole/Post-Mounts, supports, wiring and	P	P	P	C	C	S	SI to provide requirements for placement with respect to maintenance access. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to review and approve TDS and CCTV locations and infrastructure.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Dynamic Message Sign (DMS) infrastructure: (foundations, conduits, grounding, DMS support structure, and electrical services)	P	P	P	S	C	C	SI to provide requirements for DMS dimensions (including single line DMS), mounts, conduits, support structure, power and data wiring, and cables. SI to provide requirements for placement with respect to maintenance access, power requirements, and weight of anticipated equipment for structural design purposes. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to review and approve DMS locations and infrastructure. DB to provide and install support structure and foundations, conduits, junction boxes, vertical mounting supports, and power cables to the sign's main breaker.
DMS installation	S	N	S	P	P	P	SI to procure, install and terminate DMS (including single line DMS "bricks"), including all communication to the DMS. SI to terminate power circuit to the sign. SI shall also be responsible for testing DMS systems.
Automated lane closure gate system infrastructure: (foundation requirements, grounding, conduits, mounting/support structure, poles, and electrical services (as needed/required))	P	P	P	S	C	C	SI to provide requirements for gate system, including placement of each automated lane closure gate, mounting requirements/support structure, power and communication wiring, poles, foundations, conduits, junction boxes, power and data wiring, and cables. SI shall also specify the locations of the gate system, and placement with respect to maintenance access. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to review and approve gate system locations and infrastructure. DB to provide and install foundations, junction boxes, conduits, conduit pull strings, bell ends for all conduits, power circuit and power cable to the SI's cabinet. DB shall also provide and install gate system equipment, including but not limited to: cabinets, poles, gate arms, etc.
Automated lane closure gate system installation (e.g. dedicated short-range communications)	S	C	C	P	P	P	SI to install, configure and test equipment (e.g. hardware, software, etc.) and systems needed to operate the gate system. SI to terminate all wiring (power and communications) except for the primary

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

(DSRC), Bluetooth and/or Wi-F) installations							
RSU infrastructure: (Pole/Post-Mounts, supports, wiring and cables)	P	P	P	C	C	S	SI to provide requirements for placement with respect to maintenance access. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to review and approve RSU locations and infrastructure. DB to provide and install poles, pole foundations, junction boxes, conduits, conduits pull strings, bell ends for all conduits, power circuit and power cable to the SI's cabinet.
Pavement structure, including special nonferrous zones and conduit stub-outs for in-pavement sensors/loops	P	P	P	S	N	C	SI to provide requirements for special pavement structures at toll and ITS locations. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI shall coordinate joint spacing to avoid conflicts with loop placement, and sign off on riser locations before concrete pour. DB to assure ferrous objects (i.e. rebar, grates, pipes, etc.) are not in the toll system's zone of influence. DB to locate loop risers after pavement is poured.
EQUIPMENT CABINETS							
Toll Equipment Cabinets	C	N	S	P	P	P	SI to provide size and number of cabinets needed for Mobility Authority Toll and ITS systems. DB shall incorporate location into site grading and drainage design. SI to procure and install environmentally controlled cabinets for ITS and toll systems owned by the Mobility Authority. The environmentally controlled enclosures provided by SI must comply with the America Society of Heating, Refrigeration, and Air Conditioning Engineers: Thermal Guidelines for Data

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Toll Equipment Cabinet Site (TEC) and Roadside Equipment Cabinet Base Slabs	P	P	P	S	N	C	SI to provide requirements for specific equipment weight and anchorages for all cabinets, generators, and auxiliary fuel tanks to the DB for all toll and ITS locations. DB to incorporate into design packages, and coordinate with the SI for review and approval. DB to coordinate with SI to verify conduit installations prior to concrete pours at all locations.
Security Communications at Toll System locations	C	N	C	P	P	P	SI to provide security communications for all toll and ITS system equipment.
TOLL SUB-SYSTEMS							
Automatic Vehicle Identification (AVI) Antennas and Readers	N	N	S	P	P	P	SI to procure and install AVI antennas and readers, system mounts, wiring and cables. SI will perform all AVI system installation and terminations, and to make the connections to the electronics in the cabinets.
Automatic Vehicle Classification and Detection (AVC) and (AVD)	N	N	S	P	P	P	SI to install, connect and terminate AVC and/or AVD systems mounted on the gantries and/or installed in the pavement to the electronics in the cabinets.
In-Pavement Sensors	N	N	S	P	P	P	SI shall procure, install (e.g. saw cut pavement) and seal pavement sensors with approved sealant. DB to assure ferrous objects (i.e. rebar, grates, etc.) are not in the toll system's zone of influence. DB to assure longitudinal and transverse pavement joints in the non-ferrous pavement section in the toll zone do not conflict with SI conduit stub-up array in pavement section. DB to coordinate with SI to validate striping with pavement loop locations. DB to coordinate with SI and provide the SI with traffic control and access to toll zones for loop (and/or other sensors/equipment) installations prior to any final overlay paving (e.g. PFC).

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Video Capture Sub-System (VCS/VES) Cameras, Illumination, Sensors and Servers	N	N	S	P	P	P	SI to provide and install Video Capture Sub- System (VCS/VES) cameras, illumination enclosures, mounts, camera wiring and cables. SI to connect and terminate VCS/VES cameras, illumination, sensors and servers. SI to make the connections to the electronics in the cabinets.
In-Lane Processing Servers and Electronics	N	N	N	P	P	P	SI to provide, install, connect, and terminate all electronics in the cabinet, and assure proper communications to the devices on the gantry and/or in the pavement.
VTMS Message Panels and Controllers	N	N	S	P	P	P	SI to provide, install, connect, and terminate VTMS message LED panels and controllers, including wireways, communication wiring and power wiring from the VTMS to the controllers in the cabinet. SI to provide VTMS LED panel sizes to the DB to be incorporated into the large guide sign design. DB shall be responsible for coordinating with the SI to allow SI to install LED panels and wire ways on static signs while signs are on the ground, at the roadside location, prior to mounting signs onto sign gantry/truss.
POWER DISTRIBUTION SUB-SYSTEM							
Metered power service at each toll and ITS location	P	P	P	C	N	C	DB is responsible for metered power service for all toll and ITS locations. DB to procure and install electric service poles, and coordinate activation of power service with service provider. DB to provide all branch circuit breakers, and terminate all branch circuits at the service panel. DB to provide and install necessary conductors, ducts and junction/pull boxes, bell ends/pull strings and disconnect switch/fuse at the meter.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Metered power service at each location	C	N	C	P	P	P	SI to provide power requirements and special requirements for construction of utilities near each Toll and ITS System. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. SI shall provide and install all other wiring, switches, surge protection/suppression, etc. for power from the ATS at the toll pad for the Toll System equipment and other locations for ITS equipment. SI will terminate all power wiring for all branch circuits off the Service Panel to the Toll or ITS Site.
Generators and Automatic Transfer Switches (ATS)	S	N	C	P	P	P	SI to provide generators, ATS, generator cabinets, wiring, connect and terminate all power at roadside toll equipment locations.
Generator Power Source is Natural Gas	P	P	P	S	N	C	If natural gas is available, the DB shall provide, install and incorporate the gas lines into the roadway design. SI to coordinate and provide generator requirements including location for gas feed.
Generator Power Source is propane or diesel	S	S	S	P	P	P	If propane is used, DB will provide pad and conduit feed for propane fuel tank (10' minimum from generator). The SI shall provide and install the propane tank for the generator if natural gas is not a viable option for the project.
Uninterruptible Power Supplies (UPS)	S	N	C	P	P	P	SI to provide and install Uninterruptible Power Supply Systems (UPS) in the cabinets. UPS will be required for the Toll Systems, WWD systems, DMS, VTMS and VTMS Cameras. SI will install all necessary wiring for the UPS. TDS, automated gate systems and CCTV Cameras (non-VTMS Cameras) will not require a UPS.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Lightning Protection & Grounding	P	P	P	S	C	C	SI to provide specific requirements for Toll and ITS systems equipment lightning protection and grounding. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. DB to furnish and install required lightning protection and grounding.
COMMUNICATIONS SUB-SYSTEMS							
Conduits/Ducts and Junction/Pull Boxes/Outlets	P	P	P	S	C	S	SI to provide specific communications design requirements including location of long-radius sweep conduit bends. DB to incorporate design requirements into Design Packages. DB to coordinate with SI to review all versions of design packages. DB to install conduits, junction boxes, bell ends with pull strings. The DB Contractor shall verify that all duct bank and conduits are clear/proofed and have pull strings available to the SI for installation of communications cables at least 30 days prior to the beginning of the toll system installation.
Fiber Optic cabling in conduits for Toll System and Toll-related ITS Elements	S	S	S	P	P	P	SI to provide fiber requirements for toll and ITS systems. DB to incorporate design requirements for duct back/conduit backbone and laterals into Design Packages. DB to coordinate with SI to review all versions of design packages. SI to furnish and install fiber along the corridor to toll and ITS cabinets for Mobility Authority equipment. SI shall be responsible for testing all SI-installed fiber after installation.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Toll Hardware in Cabinets and Computer Rack System	C	N	C	P	P	P	SI to provide and install all toll hardware within the cabinets. Equipment must be installed in a clean and organized manner and must not be affected by the environmental controls. The SI must provide and install the redundant environmental controls. SI to provide and install computer system racks to house the communication equipment including environmental controls.
Routers	C	N	C	P	P	P	SI to provide, install and configure the routers for connection from hub locations to the Mobility Authority's Traffic and Incident Management (TIM) Center.
Switches	N	N	C	P	P	P	SI to provide, install and configure the switches for connections from tolling and ITS locations to hub locations.
Firewalls	N	N	C	P	P	P	SI to provide, install and configure the necessary firewall for the toll system and ITS system. The toll and ITS systems shall be kept separate from each other and any other systems that utilize the TxDOT Hubs.
Patch/Distribution Panels	N	N	C	P	P	P	SI to provide and install all the necessary patch and distribution panels to provide a Fault Tolerant Single Mode Fiber Optic IP-Based Communication System.
Corridor Communications System	S	N	C	P	P	P	SI to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication System for toll systems.
Corridor Communications Conduits	P	P	P	C	N	S	DB to provide branch conduit to the TxDOT duct bank system, including all that is necessary to furnish and install conduit, ground boxes, and terminations
Corridor to Traffic and Incident Management (TIM) Center	N	N	N	P	P	P	SI to provide Fault Tolerant IP-Based Communication System to the TIM for toll and ITS systems.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Data/Communications Service to each Tolling Location	N	N	S	P	P	P	SI to provide system design plans indicating power and communications/data requirements. SI to install any power and communications cable required to interface between the toll cabinet and the communications service provider's POI. DB is responsible for the conduit infrastructure to provide a raceway from the toll pad to the service POI.
SYSTEMS SERVERS AND SPACE							
Systems Servers and Workstations	N	N	C	P	P	P	SI to provide, install and configure all system servers and workstations required at the TIM Center to support the operations and management of the Express Lanes.
Federal Communication Commission License Preparation and Submission	C	N	N	P	P	P	SI to provide all information necessary to acquire FCC Licensing to the Mobility Authority.
DUCT BANK AND MOBILITY AUTHORITY INTELLIGENT TRANSPORTATION SYSTEMS (ITS)							
New Duct bank	P	P	P	C	C	C	SI to provide requirements for new duct bank. DB to incorporate design requirements for duct back/conduit backbone and laterals into Design Packages. DB to coordinate with SI to review and approve all versions of design packages.
Fiber Installation	N	N	C	P	P	P	SI to provide, install and test the fiber for toll and ITS systems owned by the Mobility Authority.
Duct Bank Adjustment and IT relocations design	P	P	P	N	N	N	DB is responsible for the design, relocation and replacement of existing TxDOT-owned ITS including, foundations, conduits, electrical services, grounding circuits, and support structures. DB responsible for adjusting existing duct bank junction/ground boxes and providing new junction/ground boxes. Coordination with TxDOT will be required.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Duct Bank Adjustments/new connections	P	P	P	S	N	C	DB is responsible for all adjustments and new junction/ground box ties.
Fiber optic cables	P	P	P	N	N	N	Any adjustments to and replacement of existing cables are DB responsibility. Testing of TxDOT-owned ITS is the DB's responsibility.
New or Replacement CCTV cameras, communications and equipment enclosures	P	P	P	S	N	C	DB to procure, install and terminate TxDOT-owned CCTV equipment, including cameras, camera controls, cables (power and communications), and connections compatible with TxDOT's Lonestar system. DB Contractor shall provide all the equipment necessary for TxDOT's control of all CCTV cameras. The method of control shall be in accordance with TxDOT Engineering Standard Sheets and TxDOT Standard Specifications. DB shall also be responsible for testing TxDOT-owned CCTV camera systems.
Relocation of existing CCTV and DMS foundations, conduits, grounding, camera poles, and electrical services	P	P	P	C	N	C	DB is responsible for relocating any existing CCTV and DMS structures and electrical services impacted by the Project Design, including communications and power. Damaged or inoperable equipment shall be removed, but not repaired. DB shall coordinate with TxDOT regarding proper storage of existing devices until time of reinstall.
Existing and new vehicle detector foundations, conduits, grounding, vehicle detector support structures, and electrical services	P	P	P	N	N	N	DB shall abandon any existing vehicle detectors/loops within the pavement within the Project limits.
Vehicle detectors, communications, and equipment enclosures	P	P	P	C	N	C	DB is responsible for the procurement, installation and placement of new vehicle detectors. DB to coordinate with TxDOT regarding the placement of the detectors. DB shall provide power and communications to the vehicle detection equipment. DB to incorporate design requirements for vehicle detectors into Design Packages. DB to coordinate with Mobility Authority and TxDOT to review all versions of design packages.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Maintenance of ITS During Construction	P	P	P	C	N	C	<p>DB responsible for maintaining, restoring and protecting any existing ITS functionality, including those owned by TxDOT or local Governmental Entities, on the Project until Final Acceptance except during system maintenance, crossovers, or other periods approved by the Mobility Authority. For existing ITS impacted by the Project, DB required to develop and submit an ITS Implementation Plan as a part of the Intermediate (65%) Design Submittal outlining the interim and final locations of all communications infrastructure and field devices on the Project. DB responsible for procuring, installing and testing temporary wireless radio connections to maintain communications links for all existing TxDOT-owned ITS during construction.</p> <p>During construction of the Project, DB responsible for the repair of each existing communication cable, downed communications link, or electrical conductor that is severed or otherwise rendered not usable within:</p> <ul style="list-style-type: none"> • 4 hours if a major/backbone/trunk line. • 8 hours if a minor/drop fiber line.
Communications Network	P	P	P	C	N	C	<p>For TxDOT communications infrastructure on the Project, DB is responsible for providing a communications network that has redundant routing capabilities. The communications network shall serve the highway ITS components along the highway Elements of the Project. Where necessary, as determined by TxDOT, DB shall provide ITS communications hubs/cabinets to support the communications network. DB shall provide all the equipment necessary for the TxDOT communications network.</p>
Testing relocated ITS equipment	P	P	P	C	N	C	<p>DB is responsible for all system testing (e.g. acceptance and end-to-end testing) for new, replacement or relocated TxDOT-owned ITS equipment along the corridor. DB is responsible for coordinating testing with the Mobility Authority to ensure that there will be no conflicts between the Mobility Authority, TxDOT, their affiliated contractors, and DB Contractor's staff. DB is responsible for maintenance of traffic and traffic control during system testing.</p>

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	CTRMA			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
GENERAL REQUIREMENTS							
Project Management and Documentation	C	N	N	P	P	P	SI responsible for developing all required documentation deliverables by the agreed upon schedule dates, building in time to allow the CTRMA adequate time to review and approve documents, and submitting them for CTRMA's review and approval. CTRMA to provide approval of documents prior to system design.
System Design Documents	S	N	N	P	P	P	SI responsible for developing all required documentation deliverables by the agreed upon schedule dates, building in time to allow the CTRMA adequate time to review and approve documents, and submitting them for CTRMA's review and approval. CTRMA to provide approval of design packages prior to system testing and implementation.
Schedule	S	N	N	P	P	P	The SI is responsible for developing a comprehensive project schedule capturing all work items and activities needed to fully implement the toll system. The SI shall be responsible for updating and distributing an updated schedule monthly (or upon a duration as directed by CTRMA) that incorporates any SI updates or changes from the last schedule update. The SI shall be responsible for coordinating with outside entities or other project stakeholders, as determined by the Mobility Authority, to incorporate third-party tasks into the SI's schedule that may impact delivery of the toll system

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

ELECTRONIC TOLL COLLECTION SYSTEM							
Determination of existing toll equipment, infrastructure, buildings, and communication reuse	C	C	C	P	P	P	Unless explicitly stated otherwise, the SI may reuse any or all equipment currently installed, subject to the limitations of the approved transition plan.
Toll Equipment	S	N	S	P	P	P	SI to provide all tolling equipment. If SI reusing existing toll equipment, SI shall certify existing equipment will meet all required SLAs. SI is responsible for all aspects of the design, development, testing and implementation of the toll equipment as described in the master contract and this WA No. 4.
Dynamic Pricing Engine (DPE)	S	N	N	P	P	P	The SI shall be responsible for the delivery and implementation of a DPE to support the dynamic calculation and display of toll rates through VTMS. The SI-provided DPE is responsible for the calculation and accuracy of the dynamic toll rates at a user-configurable interval using speed, volume, and density of the traffic.
Data Platform System (DPS)	S	N	S	P	P	P	SI to integrate with CTRMA's DPS for transmission and reconciliation of toll transactions and images, as described in the master contract, this WA No. 4 or third-party system design documents (i.e., ICD).
Transition of Facilities	N	N	C	P	P	P	SI to submit a Transition Plan to CTRMA for review, comment, and approval before the start of any transition activities.
Testing	S	N	C	P	P	P	SI to conduct testing of the ETCS to validate functionality, availability, reliability, accuracy, and compliance to the requirements detailed in Appendix A of the Contract or changes to any requirements due to change orders or break/fix activities. The SI is responsible for documenting all test plans and procedures/scripts and submitting them for the Mobility Authority's review and approval prior to testing.
Training	S	N	C	P	P	P	SI to provide training designed to educate CTRMA-designated personnel in the operation, use, and maintenance of the ETCS. The SI is responsible for all training documents and materials as described in the master contract

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

							and submitting them for the Mobility Authority's review and approval prior to training.
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ATTACHMENT D

System Integrator Price Sheet

ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

SECTION / LINE		DESCRIPTION	WA 4 Quantity	WA 4 Price
B2	16	Open Road Toll Collection – Future Facilities New Construction w/ In-Ground		
	18	One lane + one shoulder	8	
	20	Two lanes + one shoulder	2	
B4	27	Plaza Server		
	28	Plaza Server	1	
B5	29	ORT Roadside Equipment Cabinet		
	30	Toll Zone	5	
B6	31	Dynamic Pricing		
	32	Variable Toll Message Sign Components, associated CCTV, & Cabinet	6	
	33	Traffic Speed, Volume, and Density Detection Site w/Cabinet	60	
B7	34	Communication and Conduit		
	35	Communications Subsystem (includes: network switches, patch panels, installation, connections, and integration between communications demarcation and roadside cabinets)	5	
	37	Copper/CAT-6 communication cable (additional footage up to 1 mile)	2000	
	39	PVC Conduit (2", trenched, additional footage up to 1 mile)	1000	
B8	40	Emergency Power and Back-up		
	41	Uninterruptible Power Supply	5	
	42	Emergency Generator (permanently installed)	5	
	44	Subtotal – System Procurement, Installation, and Testing (B1 - B8)		\$ 3,007,661.35
C	45	Project Management and Testing Services		
	46	Project Management	12	
	48	Project Documentation (Project-Level Standalone Documents)	1	
	49	Project Documentation (Program-Level Master Document Updates)	1	
	54	Configuration of Toll Facility Host (Managed Lanes Facilities)	1	
	55	Site Installation Test (ORT and Managed Lanes Facilities)	5	
	57	Integration Test (Managed Lanes Facilities)	5	
	59	Operational Acceptance Test (Managed Lanes Facilities)	5	
	60	Final Operational Acceptance Test (All Facilities)	1	
	61	System As-BUILTs	1	
	62	Subtotal – Project Management and Testing Services		\$ 1,055,858.08
	63	Total – Installation Services (Sections A, B and C)		\$ 4,063,519.43
		10% Contingency		\$ 406,351.94
		Grand Total - Installation Services plus Contingency		\$ 4,469,871.38

ATTACHMENT E

Project Schedule & Milestone Payments ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

Milestone Payment Schedule for Phase II - Includes each transitioned or new facility, project documentation, and program documentation updates			
ID	Payment Milestone	% Paid	Cumulative % Paid
B. Hardware and Equipment Ordering and Installation Applies to Section B System Procurement and Installation of Cost Proposal Form			
B-1	Equipment Ordering, Installation, and Testing		
	- Purchased, Received and Verified	10%	10%
	- Start of installation activities	15%	25%
	- Installation activities complete	15%	40%
	- Site Installation Test completed and approved	20%	60%
	- Integration Test completed and approved	20%	80%
	- Operational Acceptance Test completed and approved	20%	100%
C. Project Management, Documentation and Testing Services Applies to Section C Project Management and Testing Services of Cost Proposal Form			
C-1	Project Management Documentation Approval		
	-Work Authorization (Project) Schedule	2.5%	2.5%
	- Project Risk Register		
	- Responsibility Matrix		
	- Updated Roles and Responsibilities		
	- Communication Plan		
C-2	Design Documentation Update Approval		
	- Updated Requirements Traceability Matrix	5.0%	7.5%
	- Updated Master Test Plan		
	- Updated Interface Control Documents		
	- Updated System Detailed Design Documents		
	- Updated Reports Detailed Design Documents		
	- Updated Data Migration Plan (REMOVED FROM SCOPE OF WORK)		

Milestone Payment Schedule for Phase II			
- Includes each transitioned or new facility, project documentation, and program documentation updates			
ID	Payment Milestone	% Paid	Cumulative % Paid
	- Updated Disaster Recovery Plan		
	- Updated Roadside System Flow Diagram		
	- Updated Backup Recovery and Archive Plan		
C-3	Test and Go-Live Planning Documentation Approval		
	- Test Plans and Procedures	5.0%	12.5%
	- Installation Plan (for each new facility)		
	- Transition Plan (for each transitioned facility)		
C-4	Test Results and As-Built Documentation		
	Test Reports	5.0%	17.5%
	As-Built Drawings for each transitioned / new facility		
C-5	Training, Maintenance documentation and Manual Update Approval		
	- Updated Training Plan and Materials	7.5%	25%
	- Updated Roadside System Flow Diagram		
	- Updated Manuals (to all applicable systems)		
	- Updated Maintenance Plan		
	- Updated Inventory (including spares)		
- Updated Succession Plan			
C-7	Configuration of Toll Facility Host	15%	40%
C-8	Site Installation Test completed and approved	15%	55%
C-9	All toll sites commissioned	15%	70%
C-10	Training Completed / Go-Live (start of revenue collection)	15%	85%
C-11	Operational Acceptance Test completed and approved, and Final As-Built drawings representative of any changes made during test and acceptance.	15%	100%

Milestone Payment Schedule for Phase III		
ID	Payment Milestone	Cumulative % Paid
C. Final Documentation		
Applies to Section C Project Management and Testing Services of Cost Proposal Form		
C-60	Test Reports (Test Reports have been approved)	100%
	As-Built Drawings representative of any changes made during test and acceptance (As-Built Drawings from each Work Authorization have been approved)	
	Transition Plan (Verify the Program Transition Plan has been approved and updated as part of each Work Authorization)	
	Program Documentation updates (Verify the Program Documentation has been updated as part of each Work Authorization)	
	Network Diagram updates (Verify network diagrams have been updated with the as-is for those portions of the network that are within the TSI scope of each work authorization.)	
	Inventory (including spares) (Verify the inventory has been provided to CTRMA.)	

ATTACHMENT F

Master Project Schedule and Milestones ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

CTRMA WA 4 183N						
ID	WBS	Unique ID	Task Name	Duration	Start	Finish
0	0	0	CTRMA WA 4 183N Project Schedule	743 days	Tue 1/3/23	Fri 12/5/25
2	2	3	Milestones: Payment Schedule	711 days	Fri 2/17/23	Fri 12/5/25
3	2.1	4	B. Hardware Equipment Ordering and Installation	402 days	Thu 5/9/24	Fri 12/5/25
4	2.1.1	5	B-1: Equipment Purchased, Received and Verified	0 days	Thu 5/9/24	Thu 5/9/24
5	2.1.2	6	B-2: Start of Installation Activities	0 days	Tue 2/11/25	Tue 2/11/25
6	2.1.3	7	B-3: Installation Activities Completed	0 days	Mon 6/2/25	Mon 6/2/25
7	2.1.4	8	B-4: Site Installation Test Completed and Approved	0 days	Thu 8/7/25	Thu 8/7/25
8	2.1.5	9	B-5: Integration Test Completed and Approved	0 days	Thu 8/7/25	Thu 8/7/25
9	2.1.6	10	B-6: Operational acceptance Test Completed and Approved	0 days	Fri 12/5/25	Fri 12/5/25
10	2.2	11	C. Project Management, Documentation and Testing Services	711 days	Fri 2/17/23	Fri 12/5/25
11	2.2.1	12	C-1: Project Management Documentation Approved	0 days	Fri 2/17/23	Fri 2/17/23
12	2.2.2	13	C-2: Design Documentation Approved	0 days	Mon 10/30/23	Mon 10/30/23
13	2.2.3	14	C-3: Test and Go-Live Planning Documentation Approved	0 days	Wed 4/9/25	Wed 4/9/25
14	2.2.4	15	C-4: Test Results and As-Built Documentation	0 days	Fri 12/5/25	Fri 12/5/25
15	2.2.5	16	C-5: Training and Manual update Approved	0 days	Tue 7/16/24	Tue 7/16/24
16	2.2.6	18	C-7: Configuration of TFH	0 days	Sat 12/30/23	Sat 12/30/23
17	2.2.7	19	C-8: SIT Completed and Approved	0 days	Thu 8/7/25	Thu 8/7/25
18	2.2.8	20	C-9: All Toll Sites commissioned	0 days	Thu 8/7/25	Thu 8/7/25
19	2.2.9	21	C-10: Training Completed and Go-Live (Start of revenue collection)	0 days	Thu 8/7/25	Thu 8/7/25
20	2.2.10	22	C-11: OAT completed and approved, and Final As-Built Drawings representative of any changes made during test and acceptance	0 days	Fri 12/5/25	Fri 12/5/25
21	3	261	External Dependencies	302 days	Tue 11/28/23	Tue 2/11/25
22	3.1	263	Civil Contractor: Final Site Turnover	0 days	Tue 2/11/25	Tue 2/11/25
23	3.2	264	290 FAT Approval (per approved Baseline 290 schedule)	0 days	Tue 11/28/23	Tue 11/28/23
24	3.3	265	Supply Chain: receipt of last piece of equipment (BOM approval + number of months for longest lead equipment)	0 days	Tue 4/9/24	Tue 4/9/24
25	4	23	Milestones: Liquidated Damages	86 days	Thu 8/7/25	Fri 12/5/25
26	4.1	24	Approval of Site Installation Testing (SIT) at all sites included in this WA by 120 days from the date each site is turned over by	0 days	Thu 8/7/25	Thu 8/7/25
27	4.2	26	Approval of Operational Acceptance Testing (OAT)	0 days	Fri 12/5/25	Fri 12/5/25

ATTACHMENT G

Project Liquidated Damages/Penalties

Liquidated Damages for this WA No. 04

With this WA No. 04, it is agreed by the Parties that time is of the essence. In the event of a delay in completing milestones as set forth in the approved Project Schedule, subject to Mobility Authority-authorized extensions, the Mobility Authority will incur damage, and that it is or will be unfeasible to determine the actual amount of the damage resulting from such delay. As a result, the parties agree the Mobility Authority may impose liquidated damages, as described below, should the SI not meet required milestone dates set forth in the approved Project Schedule.

Note: For the purposes of this section, the use of the term "days" means "calendar days."

Key Project Milestone	Date Associated with LD (Last Approved Schedule)	Associated Liquidated Damages
Approval of Site Installation Testing at all sites included in this WA by 120 days from the date the final site is turned over by Contractor	Based on mutually agreed-upon Civil Contractor and SI final site turnover date + 120 days	<ul style="list-style-type: none"> • \$25,000 for missed milestone • \$5,000/day every day after missed milestone
Approval of Operational Acceptance Testing	Open to Tolling + 6 months	<ul style="list-style-type: none"> • \$1,000/day first 10 days • \$2,500/day next 20 days • \$5,000/day every day after 30th day

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

RESOLUTION NO. 22-060

**APPROVING WORK AUTHORIZATION NO. 5 WITH
ELECTRONIC TRANSACTION CONSULTANTS, LLC FOR DESIGN AND INSTALLATION
SERVICES RELATED TO THE 183A PHASE III PROJECT ELECTRONIC TOLL
COLLECTION SYSTEM**

WHEREAS, by Resolution No. 22-058 dated December 14, 2022, the Board of Directors approved an Amended and Restated Agreement for Roadside Toll Collection System Installation and Maintenance Services with Electronic Transaction Consultants, LLC (ETC); and

WHEREAS, in the spring of 2021 the Mobility Authority began construction of the 183A Phase III Project which will extend the 183A Toll Road 6.6-miles northward from Hero Way to north of SH 29 in Liberty Hill and will consist of four (4) tolled lanes (two in each direction) located primarily within the existing median of the US 183 corridor, with an adjacent shared use path from Hero Way to Seward Junction Loop; and

WHEREAS, the Mobility Authority requires services necessary to design and install roadway and civil infrastructure enabling operations of the proposed Electronic Toll Collection System (ETCS) and supporting Intelligent Transportation System (ITS) elements for the 183A Phase III Project; and

WHEREAS, the Executive Director and ETC have negotiated draft Work Authorization No. 5 in an amount not to exceed \$2,449,612.35 for services related to the 183A Phase III Project necessary for the design and installation the ETCS and supporting ITS elements; and

WHEREAS, the Executive Director recommends approving Work Authorization No. 5 in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Work Authorization No. 5 in an amount not to exceed \$2,449,612.35 with Electronic Transaction Consultants, LLC for services related to the 183A Phase III Project necessary to design and install roadway and civil infrastructure, enabling operations of the proposed Electronic Toll Collection System (ETCS) and supporting Intelligent Transportation System (ITS) elements in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 14th day of December 2022.

Submitted and reviewed by:


James M. Bass
Executive Director

Approved:


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

Exhibit A



CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 05 TOLL SYSTEM IMPLEMENTATION – PHASE II and PHASE III

ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (WA) is made this 14th day of December, 2022 pursuant to the terms and conditions of the Agreement for Roadside Toll Collection System Installation and Maintenance Services, to the amended Contract for Toll System Implementation, dated the 14th day of December, 2022 (the “Contract”) entered into by and between the Central Texas Regional Mobility Authority (the “Mobility Authority” or “CTRMA”), and Electronic Transaction Consultants, LLC (the “TSI,” also referred to in attachments to this WA No. 05 as the “System Integrator” or “SI”). WA No. 05 will include the implementation of toll equipment on the 183A Phase III Project (“183A Ph. III”) and associated project documentation updates.

PART I. The TSI shall perform system development, implementation, installation, testing and integration services generally described in the Scope of Work attached hereto as **Attachment A and the Contract**. The TSI’s duties and responsibilities are further detailed in: (1) Project Layouts/Schematics included as **Attachment B**, and (2) the Project Responsibility Matrix included as **Attachment C**

PART II. The maximum amount payable under this WA No. 05 is \$2,449,612.35 including ten percent project contingency. This amount is based generally upon the estimated fees documented in **Attachment D**.

PART III. Payment to the TSI for the services established under this WA No. 05 shall be made in accordance with the Contract.

PART IV. This WA No. 05 shall become effective on the date both parties have signed this WA No. 05. This WA No. 05 will terminate upon the Mobility Authority’s final acceptance of the work described herein as determined by CTRMA or upon payment of the maximum amount payable in Phase II and Phase III, whichever date is first, unless extended as provided by the Contract. The work shall be performed in accordance with the Project Schedule and Milestones as set forth in **Attachment E**.

PART V. This WA No. 05 does not waive any of the parties’ responsibilities and obligations provided under the Contract, as such responsibilities and obligations under the Contract remain in full force and effect.



IN WITNESS WHEREOF, this Work Authorization No. 05 is executed in duplicate counterparts and hereby accepted and acknowledged below.

CTRMA DEPARTMENT DIRECTOR (*Requesting Work Authorization*)

Signature

Date

Typed/Printed Name and Title

CTRMA LEGAL (*Noting Legal Sufficiency*)

Signature

Date

Typed/Printed Name and Title

CTRMA FINANCE (*Noting Funds Availability*)

Signature

Date

Typed/Printed Name and Title

THE TSI (Electronic Transaction Consultants, LLC)

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature

Date

James Bass, Executive Director

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A	Work Authorization Scope of Work
Attachment B	Project Layout/Schematics
Attachment C	Project Responsibility Matrix
Attachment D	System Integrator Price Sheet and Budget
Attachment E	Project Schedule & Milestone Payments
Attachment F	Master Project Schedule and Milestones
Attachment G	Project Liquidated Damages/Penalties/Incentives

ATTACHMENT A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY TOLL SYSTEM IMPLEMENTATION – PHASE II and Phase III

ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

WORK AUTHORIZATION SCOPE OF WORK

A1.0 GENERAL

A1.01. Background

Electronic Transaction Consultants, LLC was awarded the 2021 RFP for Electronic Toll Collection System (ETCS) Integration and Maintenance Services. The scope of their work in support of the Mobility Authority includes replacement of ETCS equipment on all existing Mobility Authority toll projects, as well as implementation of new systems on new Mobility Authority projects in the Austin, Texas area. WA No. 05 will include the replacement of toll equipment on 183A Ph. III and associated project documentation updates.

183A Ph. III will extend the 183A Toll Road 6.6-miles northward from Hero Way to north of SH 29 in Liberty Hill. The project will consist of the construction of four (4) tolled lanes (two in each direction) located primarily within the existing median of the US 183 corridor, with an adjacent shared use path from Hero Way to Seward Junction Loop. Construction for the 183A Ph. III project commenced in spring 2021 and is anticipated to be completed in the fall of 2024.

A1.02. Summary Scope of Work

The Scope of Work for WA No. 05 includes all efforts related to Phase II and Phase III of the ETCS Project as described in the Contract. Phase II and Phase III consists of updating all Program-level documentation specific to 183A Ph. III and design, testing, installation, and integration of the ETCS on 183A Ph. III.

A2.0 – GENERAL DESCRIPTION – 183A PH. III INFRASTRUCTURE

The Toll Collection System for the Project will be all electronic toll collection (ETC). Phase II of the Project (183A Ph. III) limits extend from Hero Way to north of SH 29 in Liberty Hill. The Project consists of ten (10) toll sites that provide Open Road Tolling for both the northbound (NB) and southbound (SB) lanes and shoulders. A two (2) gantry solution will be provided for the site at the locations listed in Table 1 below.

Table 1: Gantry Locations and Lane Counts

Toll Zone No.	Approximate Station Location (CL 183A)	Location	Direction of Travel	Type	No. of Lanes	No. of Shoulders (8' or greater)	Comments
1	156+75	North of Trellis Blvd	NB	Ramp	1	1	- One (1) 8' shoulder - One (1) 4' shoulder
2	156+60	North of Trellis Blvd	SB	Ramp	1	1	- One (1) 8' shoulder - One (1) 4' shoulder
3	175+00	North of Larkspur Park Blvd	NB	Mainlane	2	1	- One (1) 10' shoulder - One (1) 6' shoulder
4	175+00	North of Larkspur Park Blvd	SB	Mainlane	2	1	- One (1) 10' shoulder - One (1) 6' shoulder
5	199+00	North of Talon Grasp Tr	NB	Ramp	1	1	- One (1) 8' shoulder - One (1) 4' shoulder
6	198+00	North of Talon Grasp Tr	SB	Ramp	1	1	- One (1) 8' shoulder - One (1) 4' shoulder
7	322+00	South of San Gabriel Pkwy	NB	Ramp	1	0	- One (1) 6' shoulder - One (1) 4' shoulder
8	324+10	South of San Gabriel Pkwy	SB	Ramp	1	0	- Two (2) 4' shoulder
9	335+00	North of Hero Way	NB	Mainlane	2	1	- One (1) 10' shoulder - One (1) 6' shoulder
10	335+00	North of Hero Way	SB	Mainlane	2	1	- One (1) 10' shoulder - One (1) 6' shoulder

A3.0 GENERAL REQUIREMENTS - TOLL COLLECTION SYSTEM

A3.01 General Requirements – 183A Ph. III Toll Collection System

The Scope of Work for WA No. 05 includes implementation of an ETCS for Phase II and Phase III that includes roadside functionality (Automatic Vehicle Identification (AVI), Automatic Vehicle Classification and Detection (AVC/D), Violation Enforcement System (VES), Digital Video Audit System (DVAS)), fiber optic communications, network communication equipment, power systems, and lighting and grounding protection. All field devices will be integrated with the central management software via communication with the Traffic Incident Management Center (TIMC).

The SI shall be responsible for all aspects of system design, testing, procurement, installation/implementation, integration, and training required to support the toll collection system. The ETCS will integrate with the Mobility Authority’s Data Platform System (DPS), which connects to the Mobility Authority’s Pay by Mail system and the Central US Interoperability (CUSIOP) Hub.

The Mobility Authority’s ETCS, which is being designed and implemented through individual and separate work authorizations for each toll road facility, will replace the legacy ETCS that has been implemented on the 183A Toll Road, 290 Toll Road, 71 Toll Lane, 45SW Toll Road, 183 South Toll Road, and the MoPac Express Lane, as well as integrate to the DPS and TIMC. It is required that the ETCS be interoperable with the other CUSIOP agencies through the CUSIOP Hub.

A4.0 EQUIPMENT, INSTALLATION, AND TRANSITION

A4.01. Gantries and Roadside Equipment for ETCS

The SI shall provide, install, and test all equipment, systems, subsystems, documentation, and components to comply with the requirements of Phase II and Phase III of the Contract for the following:

- Roadside systems, subsystems, and infrastructure to support AVI, AVC/D, VES (cameras), DVAS (cameras), , zone controllers, equipment monitoring, diagnostic systems, configuration, software, all related/required components and sensors, validation of roadway infrastructure, including modification of infrastructure (if required), and development of installation drawings and installation plan.
- Appropriate applications to support daily operations of CTRMA’s facilities.
- Processing, tracking, and storing all transactions generated by roadside tolling equipment.
- Complete image processing to provide license plate information from images captured on the roadside, including all systems, and required operations staff.
- Project management including Project schedules, Project meeting organization (including agendas and notes), Project level documentation, requirements workshops,

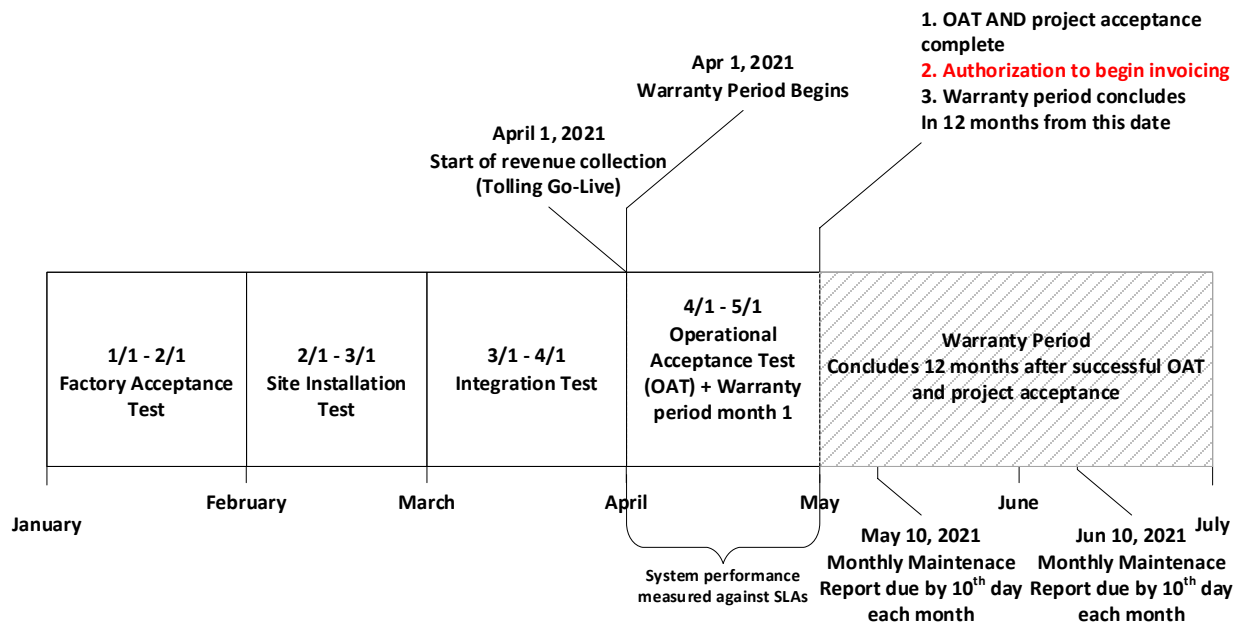
quality assurance and control programs, risk management, and coordination with CTRMA and their designated staff, consultants, partners, and vendors. All documentation is to be submitted to CTRMA for review and approval based on a mutually agreed upon, approved schedule.

- The warranty period concludes 12 months after CTRMA approval of the Operational Acceptance Test (OAT) and project acceptance. An example of the warranty period is presented below in Figure 1 which illustrates the required sequence of each milestone. Additional examples are provided in Section 2.13.6 of Appendix A of the Contract.

The SI shall be given full project acceptance and authorization to initiate maintenance invoicing for the ETCS, either a newly installed or transitioned facility, upon the completion and the CTRMA approval of the OAT for that project/facility, closure of all punch-list items, completion, and submission of all required documents, including as-builts and updates to manuals and meeting of other conditions as specified in the Contract. Work performed prior to authorization to initiate maintenance invoicing is not considered maintenance, even though the project may be open to revenue collection.

Note: Figure 1 represents the completion of OAT and full project acceptance thirty (30) days after go-live.

Figure 1: Example Warranty Period



- Procurement and receipt of all ETCS hardware and coordination with the Mobility Authority for equipment validation and asset tag application.
- Security of all procured and paid for TCS hardware until installed. CTRMA shall receive a full manufacturer’s warranty on all procured hardware equipment during the Warranty Period.

- Development of user manuals and training for SI-provided systems, software, and reports.
- Network administration of all ETCS communications equipment, software, cables, connections, configurations necessary to operate the ETCS.
- Transition plan and approach for the transition of system elements and facilities from the existing SI's solution to the new ETCS, particularly focused on business continuity and mitigation of revenue loss.
- Training program designed to educate CTRMA-designated personnel in the operation, use, and maintenance of the ETCS.
- ETCS Project documentation including the Requirements Traceability Matrix, Interface Control Documents (ICDs), System Detailed Design, Disaster Recovery, and Backup, Recovery and Data Archive plan.
- System testing plan/script and documentation including Master Test Plan, Test Reports, Factory Acceptance Testing, Site Installation Testing, Integration Testing, and Operational Acceptance Testing.
- Succession plan to define the SI's approach in supporting the transition of their responsibilities under this contract to CTRMA and/or another entity whenever this contract terminates.

More detailed requirements for these systems and subsystems are described in Sections 2.4, 2.5, 2.6, 2.9, 2.11, 2.12, 2.13, 2.14, 2.15, 2.17, 2.18, 2.19 of Appendix A of the Contract.

A5.0 PROJECT COORDINATION, MANAGEMENT AND COMMUNICATION

The SI shall be responsible for all required coordination efforts and touchpoints with CTRMA and Project stakeholders throughout the term of the Project, including building and maintaining relationships and direct lines of communication between the Mobility Authority and other Project stakeholders as identified by the Mobility Authority.

Anticipated SI coordination efforts, touchpoints, and responsibilities throughout the Project, include, but are not limited to:

- Project kick-off meeting
- Project progress meetings as required
- Comment resolution meetings to review all submissions, workshops to validate system requirements, design approach and design, product demonstrations, report formats, test plans and scripts, and other issues requiring coordination between CTRMA and the SI.
- Ad-hoc design review meetings
- Design/development demonstrations
- Installation meetings

- Coordination with Kapsch and CTRMA regarding transition of roadways and the transition of maintenance from Kapsch to ETC
- Test script execution and demonstrations
- Coordination with other system providers that integrate to CTRMA's existing ETCS
- OAT readiness meeting and all other testing readiness meetings
- Development of various documents and tools to communicate Project status, installation requirements, or other critical aspects of the Project, including but not limited to:
 - Requirements Traceability Matrix
 - Installation plans and drawings
 - Schedule
- Communicating requirements needed from Mobility Authority and Project stakeholders for system testing

A6.0 TOLL FACILITIES RESPONSIBILITY MATRIX

The delineation of Project responsibilities between the SI and the Mobility Authority is presented in ATTACHMENT C Project Responsibility Matrix.

A7.0 INSTALLATION PERFORMANCE AND PAYMENT BOND

Prior to the beginning of any work designated in this WA No. 05, the TSI shall provide, and continuously maintain in place for the benefit of CTRMA, an installation performance bond and payment bond in the form of Appendix J of the Contract as stipulated in Article 7 of the Contract.

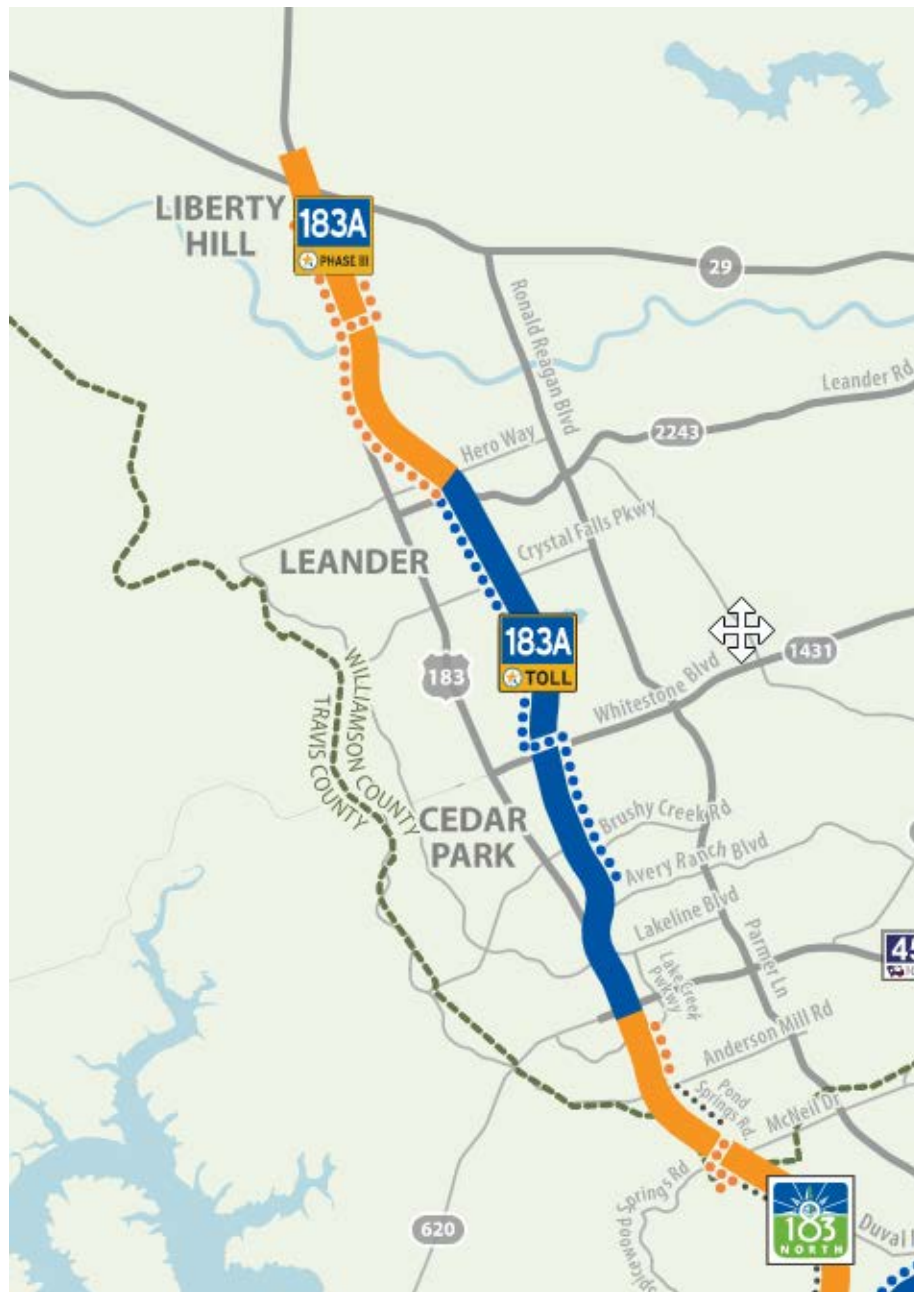
A8.0 INSURANCE

Prior to the beginning of any work designated in this WA No. 05, the TSI shall obtain and furnish Certificates of Insurance (COI) as stipulated in Article 19 of the Contract.

[END OF SECTION]

ATTACHMENT B

Project Layout ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES



ATTACHMENT C

Project Responsibility Matrix ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	Designer/Contractor			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install/ Construct	
GENERAL REQUIREMENTS							
Schedule	P	P	P	S	S	S	Contractor must accommodate and incorporate the SI scheduled activities into the Contractor schedule. All schedule changes or updates which impact the SI tasks must be agreed to by the SI prior to submittal to the Mobility Authority. A weekly schedule must be distributed and incorporate any SI updates or changes.
Request for Early Opening	P	P	P	S	S	S	SI must be able to match schedule request for early opening to conform to requirements in construction contract documents.
Design Package – Installation and Electrical Design and Plans	P	P	P	C	N	C	Designer to incorporate all SI requirements and specifications into Structural and Electrical Design Packages. SI to provide approval prior to issuance of Released For Construction (RFC) plans.
Grading	P	P	P	C	N	C	
Drainage	P	P	P	C	N	C	No culverts or pipes under tolling zones.
Utilities/Electrical Services	P	P	P	S	C	C	SI to provide specific power requirements for the Toll System. Designer to incorporate into toll facilities design. Contractor to construct power utilities interface, and all power infrastructure. Contractor to provide power to the Toll System pad and ITS locations.
Traffic Control/Safe work zone	P	P	P	S	N	C	SI to provide Contractor detailed lane closure requirements and schedule for installation and testing.
Signing	P	P	P	C	N	N	All toll signing must be coordinated with and approved by the Mobility Authority. If toll price signs utilize changeable electronic signs, the Contractor will provide the static sign and the SI will provide the electronic insert.
Striping	P	P	P	S	N	C	SI to coordinate striping with pavement loop locations.
Lighting	P	P	P	S	C	S	Roadway and toll location lighting designed by Designer and Provided by contractor. SI to provide lighting requirements in vicinity of toll locations

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

							and locations of other Toll System equipment. Designer to confirm that lighting does not obstruct toll related signing or impede the Toll System.
Landscaping	P	P	P	C	N	N	
Fencing/Guardrail/Bollards/Concrete Barrier	P	P	P	S	C	C	SI to provide requirements for specific equipment clearances for Toll System. Designer to incorporate into roadway design. SI to confirm that design plans meet requirements.
TOLL SYSTEM: LOCATIONS, LAYOUTS, STRUCTURES, MOUNTS/BRACKETS							
Locations and Layouts	P	P	P	S	C	C	SI to provide specific locations for the Toll System, SI to provide requirements for specific lane and facility layouts. Designer to incorporate into Design Packages. SI to review and approve.
Gantries/Foundation/Trusses/Junction boxes/Conduits/Grounding	P	P	P	S	C	S	SI to provide requirements for conduits (for SI installed power and communications cables, including specific requirement for below ground conduits for the loops), junction boxes, and power needs for the Toll System. Designer to incorporate into structural design, including electrical grounding, bonding. Contractor to provide and install junction boxes and conduit pull strings and bell ends for all conduits including conduits going up gantry columns. SI to provide and install conduit in gantry truss. The Contractor will require SI to sign off on belowground conduits for the loops prior to installation of special pavement structure.
Equipment Mounts on Equipment Brackets/Frames	S	N	C	P	P	P	SI to procure and install all Toll System equipment, and related cable & wiring, including communications from roadside cabinets to the equipment mounted on the gantries. SI to provide requirements for all brackets to designer and frames needed to attach SI procured equipment. SI to furnish and install necessary brackets as per requirements.

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Equipment Brackets/Frames on Gantries	P	P	P	S	N	C	Contractor to provide and install all brackets and frames needed to attach all SI procured equipment. SI to provide locations for installation to the designer. SI to provide requirements for hanger and orientation of hanger mount to gantries.
Pavement structure, including special nonferrous zones and conduit stub-outs for in-pavement sensors/loops	P	P	P	S	N	C	SI to provide requirements for special pavement structure at toll gantry areas. SI shall coordinate joint spacing to avoid conflicts with loop placement and sign off on riser locations before concrete pour. Designer to assure ferrous objects (i.e. rebar, grates, pipes, etc.) are not in toll revenue collection detection system(s) zone of influence. Contractor to locate loop risers after pavement is poured.
EQUIPMENT CABINETS							
Toll Equipment Cabinets	C	N	S	P	P	P	SI to provide size and number of cabinets needed for Toll System. Designer shall incorporate location into site grading and drainage. SI to procure and install environmentally controlled cabinets. The environmentally controlled enclosures provided by SI must comply with the America Society of Heating, Refrigeration, and Air Conditioning Engineers: Thermal Guidelines for Data Processing Environments. Contractor to provide traffic control devices and safe working conditions for SI during installation of all toll equipment.
Toll Equipment Cabinets Site (TEC) and Roadside Equipment Cabinet Base Slabs	P	P	P	S	N	C	SI to provide requirements for specific equipment weight and anchorages for cabinets to the Designer. Designer to incorporate into Roadway Design. Contractor to install slabs with conduit plumbing.
Facility Security and Security Communications at Toll System locations	C	N	C	P	P	P	SI to provide security communications for all toll system equipment. Designer to incorporate into the Roadway Design. Contractor to provide physical security fence as required by SI around TEC/generators and auxiliary fuel tanks.
TOLL SUB-SYSTEMS							

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Automatic Vehicle Identification (AVI) Antennas and Readers	N	N	S	P	P	P	SI to provide AVI System Mounts, Wiring and Cables. SI will perform all AVI system installation and terminations, and to make the connections to the electronics in the cabinets.
Automatic Vehicle Classification and Detection (AVC) and (AVD)	N	N	S	P	P	P	SI to connect and terminate AVC and/or AVD System mounted on the gantries and/or installed in the pavement to the electronics in the cabinets.
In-Pavement Sensors/Loops	N	N	S	P	P	P	SI to saw cut pavement, procure, install, and seal pavement sensors with approved sealant. Designer to assure ferrous objects (i.e. rebar, grates, etc.) are not in toll collection detection system(s) zone of influence. Contractor to assure longitudinal and Transverse pavement joints in the non-ferrous pavement section in the Toll Zone do not conflict with SI conduit stub-up array in pavement section.
Video Capture Sub-System (VCS/VES) Cameras, Illumination, Sensors and Servers	N	N	S	P	P	P	SI to provide, install, terminate all Video Capture Sub-System (VCS/VES) equipment.
In-Lane Processing Servers and Electronics	N	N	N	P	P	P	SI to provide, install, connect, and terminate all electronics in the cabinet and assures proper communications to the devices on the gantry and/or in the pavement.
POWER DISTRIBUTION SUB-SYSTEM							
Metered power service at each location	P	P	P	C	N	C	SI to provide power requirements and special requirements for construction of utilities near each Toll System. Designer should incorporate requirements into roadway design. Contractor to provide and install necessary conductors, ducts & junction/pull boxes, bell ends/pull strings and disconnect switch/fuse at the meter.
Power service at each toll location	C	N	C	P	P	P	The SI shall provide and install all other wiring, switches, surge protection/suppression, etc. for power from the meter for the Toll System equipment. SI will terminate all power wiring for all branch circuits off the Service Panel to the Toll Site.

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Generators & Automatic Transfer Switches (ATS)	S	N	C	P	P	P	SI to provide generators, ATS, generator cabinets, wiring, connect and terminate all power at the Toll System sites.
Generator Power Source is Natural Gas	P	P	P	S	N	C	If natural gas is available, the Designer shall incorporate the gas lines into the roadway design. Contractor shall provide and install gas lines for incorporation into generator systems. SI to coordinate and provide generator requirements including location for gas feed including location of gas cut-off valve adjacent to Toll Pad. SI to install feed from generator to cut-off valve.
Generator Power Source is propane or diesel	S	S	S	P	P	P	The SI shall provide and install the propane/diesel tank for the generator if natural gas is not a viable option for the project. If propane is used, contractor will provide pad and conduit feed from the pad to the cut-off valve. Feeder line cut-off valve to be no further than 10' from the toll pad.
Uninterruptible Power Supplies (UPS)	S	N	C	P	P	P	SI to provide and install Uninterruptible Power Supply Systems (UPS) in the cabinets. UPS will be required for the Toll System,
Lightning Protection & Grounding	P	P	P	S	C	C	SI to provide specific requirements for equipment lightning protection and grounding. Designer should incorporate into plans. Contractor to furnish and install required lightning protection and grounding.
COMMUNICATIONS SUB-SYSTEMS							
Conduits/Ducts & Junction/Pull Boxes/Outlets	P	P	P	S	C	S	SI to provide specific Communications design requirements including location of long-radius sweep conduit bends. Designer to incorporate into the roadway design and contractor to install including conduits, junction boxes and bell ends with pull strings. The Contractor shall verify that all duct banks and conduits are clear/proofed and have pull strings prior to the beginning of the Toll System installation.

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Fiber Optic cabling in conduits for Toll System	S	S	S	P	P	P	SI to provide fiber requirements for Toll System. Designer to incorporate into design of backbone and laterals. SI to furnish and install along the corridor from communication
Toll Hardware in Cabinets	C	N	C	P	P	P	SI to provide and install all toll hardware within the cabinets. Equipment must be installed in a clean and organized manner and must not be affected by
Routers	C	N	C	P	P	P	SI to provide, install and configure the routers for connection from hub locations to the Mobility
Hubs	N	N	C	P	P	P	If applicable.
Switches	N	N	C	P	P	P	SI to provide, install and configure the switches for connection from hub locations to the Mobility
Firewalls	N	N	C	P	P	P	SI to provide, install and configure the necessary firewall for the toll system
Patch/Distribution Panels	N	N	C	P	P	P	SI to provide and install all the necessary patch and distribution panels to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication
Corridor Communications System	S	N	C	P	P	P	SI to provide Fault Tolerant Single Mode Fiber Optic IP-Based Communication System for Toll Revenue Collection Systems.
Corridor Communications Conduits	P	P	P	C	N	S	Designer to design for any branch off existing duct bank system including conduit, ground boxes and terminations. Contractor to furnish and install.
Corridor to Traffic Management Center(TMC)	N	N	N	P	P	P	SI to provide Fault Tolerant IP-Based Communication System to the TMC for Toll Revenue Collection Systems.
Data/Communications Service to each Tolling Location	N	P	P	P	P	P	SI to install any power and communications cable required to interface between the TEC and the service provider's POI. Contractor responsible for conduit, ground boxes and infrastructure terminations. Contractor is responsible for the conduit infrastructure to provide a raceway from the Toll Pad to the Service POI.
SYSTEMS SERVERS AND SPACE							
Toll Collection Systems Computer(s)	N	N	N	P	P	P	

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Support Equipment at CTRMA Offices	N	N	N	P	P	P	SI to provide data and power wiring schematics, equipment rack/cabinet requirement, and elevations, layouts, floor plans, air flow diagrams, and environmental controls load calculations, electrical power distribution, including grounding, bonding, lightning protection, panel boards, TVSS, circuit breakers conduit, conductors, j-boxes, receptacles.
Systems Servers & Workstations	N	N	C	P	P	P	SI to provide, install and configure all system servers and workstations required at the TMC to support the operations and management of the Project.
Federal Communication Commission License Preparation and Submission	C	N	N	P	P	P	SI to provide all information necessary to acquire FCC Licensing to the Mobility Authority.
DUCT BANK & INTELLIGENT TRANSPORTATION SYSTEMS (ITS) – TXDOT OWNED							
Duct Bank Adjustment & ITS relocations design	P	P	P	N	N	N	Designer is responsible for the design of any necessary ITS relocations including, foundations, conduits, electrical services, grounding circuits, and support structures. Contractor responsible for notifying designer of adjustments needed to any existing duct bank manholes and providing new junction/boxes and manholes if in conflict with the project. Coordination with TxDOT will be required. SI responsible for adjustments to 290E fiber.
Duct Bank Adjustments/new connections	P	P	P	S	N	C	Designer is responsible for designing all manhole adjustments and new manhole ties. Contractor responsible to furnish/install
Fiber optic cables	N	N	N	P	P	P	Any adjustments to existing 290E cables are SI responsibility.
Relocation of existing CCTV & DMS foundations, conduits, grounding, camera poles, and electrical services	P	P	P	C	N	C	Designer is responsible for designing the relocation of any existing CCTV and DMS structures and services impacted by the Project Design, including communications and power. Contractor shall be responsible for relocating aforementioned structures/services. Damaged or inoperable equipment shall be moved but not repaired. Coordinate with TxDOT in regards to proper storage of existing devices until time of reinstall.
Relocation of RVSD Stations	P	P	P	C	C	C	Contractor to coordinate with SI for relocation of CTRMA devices and infrastructure related to RVSD.

Table C-1: Responsibility Matrix for Design Build Contractor (DB) and System Integrator (SI)

Relocation of vehicle detector foundations, conduits, loops, grounding, vehicle detector support structures, and electrical services	P	P	P	C	N	C	Designer to coordinate with TxDOT regarding any existing vehicle detectors/loops within the pavement to determine if they will need to be replaced/relocated. The Contractor will replace/relocate detectors/loops unless TxDOT prefers to do the work. Any damaged detectors/loops that are to remain must be replaced by the Contractor. Coordinate with TxDOT in regard to proper storage of existing devices until time of reinstall.
DUCT BANK & INTELLIGENT TRANSPORTATION SYSTEMS (ITS) – PROPOSED							
Duct Bank	P	P	P	S	N	C	Designer responsible for the design of any new duct bank.
Conduit/Ducts & Junction/Pull Boxes/Outlets	P	P	P	S	C	S	
CCTV Poles and foundations	P	P	P	S	N	C	CCTV poles shop drawing to be reviewed by SI prior to release for fabrication. Design to provide all elements of lightning protection as noted in TxDOT CCTV Pole details. Drilled shafts for
RVSD Poles and foundations	P	P	P	S	N	C	RVSD poles shop drawing to be reviewed by SI prior to release for fabrication.
DMS Support Structures	P	P	P	S	N	C	DMS support structure shop drawings to be reviewed by SI prior to release for fabrication. Designer to provide all elements of lightning protection as noted in TxDOT
Fiber Optic Cable	N	N	S	P	P	P	
CCTV Cameras and control equipment	N	N	S	P	P	P	
RVSD and control equipment	N	N	S	P	P	P	
DMS and control equipment	N	N	S	P	P	P	
Metered power service at each location	P	P	P	C	N	C	ITS devices that cannot be pulled off a toll power panel (Generator Backup) will require a dedicated service drop. SI to provide a list of ITS devices which can be fed from proposed or existing toll power panels.

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

Responsibility Assignment Legend							
Primary Responsibility: P	Support Responsibility: S		Coordination Responsibility Only: C			No Responsibility: N	
Element/Task/Component/ Sub-system	CTRMA			Systems Integrator (SI)			Comments Other Responsibility/Information
	Design	Procure	Install/ Construct	Design	Procure	Install / Construct	
GENERAL REQUIREMENTS							
Project Management and Documentation	C	N	N	P	P	P	SI responsible for developing all required documentation deliverables by the agreed upon schedule dates, building in time to allow the CTRMA adequate time to review and approve documents, and submitting them for CTRMA’s review and approval. CTRMA to provide approval of documents prior to system design.
System Design Documents	S	N	N	P	P	P	SI responsible for developing all required documentation deliverables by the agreed upon schedule dates, building in time to allow the CTRMA adequate time to review and approve documents, and submitting them for CTRMA’s review and approval. CTRMA to provide approval of design packages prior to system testing and implementation.
Schedule	S	N	N	P	P	P	The SI is responsible for developing a comprehensive project schedule capturing all work items and activities needed to fully implement the toll system. The SI shall be responsible for updating and distributing an updated schedule monthly (or upon a duration as directed by CTRMA) that incorporates any SI updates or changes from the last schedule update. The SI shall be responsible for coordinating with outside entities or other project stakeholders, as determined by the Mobility Authority, to incorporate third-party tasks into the SI’s schedule that may impact delivery of the toll system

Table C-2: Responsibility Matrix for CTRMA and System Integrator (SI)

ELECTRONIC TOLL COLLECTION SYSTEM							
Determination of existing toll equipment, infrastructure, buildings, and communication reuse	C	C	C	P	P	P	Unless explicitly stated otherwise, the SI may reuse any or all equipment currently installed, subject to the limitations of the approved transition plan.
Toll Equipment	S	N	S	P	P	P	SI to provide all tolling equipment. If SI reusing existing toll equipment, SI shall certify existing equipment will meet all required SLAs. SI is responsible for all aspects of the design, development, testing and implementation of the toll equipment as described in the master contract and this WA No. 05.
Data Platform System (DPS)	S	N	S	P	P	P	SI to integrate with CTRMA's DPS for transmission and reconciliation of toll transactions and images, as described in the master contract, this WA No. 05 or third-party system design documents (i.e., ICDs)
Transition of Facilities	N	N	C	P	P	P	SI to submit a Transition Plan to CTRMA for review, comment, and approval before the start of any transition activities.
Testing	S	N	C	P	P	P	SI to conduct testing of the ETCS to validate functionality, availability, reliability, accuracy, and compliance to the requirements detailed in Appendix A of the Contract or changes to any requirements due to change orders or break/fix activities. The SI is responsible for documenting all test plans and procedures/scripts and submitting them for the Mobility Authority's review and approval prior to testing.
Training	S	N	C	P	P	P	SI to provide training designed to educate CTRMA-designated personnel in the operation, use, and maintenance of the ETCS. The SI is responsible for all training documents and materials as described in the master contract and submitting them for the Mobility Authority's review and approval prior to training.

ATTACHMENT D

System Integrator Price Sheet

ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

SECTION / LINE		DESCRIPTION	WA 5 Quantity	WA 5 Price
B2	16	Open Road Toll Collection – Future Facilities/New Construction w/ In-Ground		
	18	One lane + one shoulder	4	
	19	Two lanes (no shoulder)	1	
B4	27	Plaza Server		
	28	Plaza Server	1	
B5	29	ORT Roadside Equipment Cabinet		
	30	Toll Zone	5	
B7	34	Communication and Conduit		
	35	Communications Subsystem (includes: network switches, patch panels, installation, connections, and integration between communications demarcation and roadside cabinets)	5	
	37	Copper/CAT-6 communication cable (additional footage up to 1 mile)	2000	
	39	PVC Conduit (2", trenched, additional footage up to 1 mile)	2000	
B8	40	Emergency Power and Back-up		
	41	Uninterruptible Power Supply	5	
	42	Emergency Generator (permanently installed)	5	
	44	Subtotal – System Procurement, Installation, and Testing (B1 - B8)		\$ 1,213,209.79
C	45	Project Management and Testing Services		
	46	Project Management	12	
	48	Project Documentation (Project-Level Standalone Documents)	1	
	49	Project Documentation (Program-Level Master Document Updates)	1	
	53	Configuration of Toll Facility Host (ORT Facilities)	1	
	55	Site Installation Test (ORT and Managed Lanes Facilities)	5	
	56	Integration Test (ORT Facilities)	5	
	58	Operational Acceptance Test (ORT Facilities)	5	
	60	Phase III Documentation	1	
	61	System As-Builts	1	
	62	Subtotal – Project Management and Testing Services		\$ 1,013,710.52
	63	Total – Installation Services (Sections A, B and C)		\$ 2,226,920.31
		10% Contingency		\$ 222,692.03
		Grand Total - Installation Services plus Contingency		\$ 2,449,612.35

ATTACHMENT E

Project Schedule & Milestone Payments ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

Milestone Payment Schedule for Phase II - Includes each transitioned or new facility, project documentation, and program documentation updates			
ID	Payment Milestone	% Paid	Cumulative % Paid
B-1	Equipment Ordering, Installation, and Testing		
	- Purchased, Received and Verified	10%	10%
	- Start of installation activities	15%	25%
	- Installation activities complete	15%	40%
	- Site Installation Test completed and approved	20%	60%
	- Integration Test completed and approved	20%	80%
	- Operational Acceptance Test completed and approved	20%	100%
C. Project Management, Documentation and Testing Services Applies to Section C Project Management and Testing Services of Cost Proposal Form			
C-1	Project Management Documentation Approval		
	-Work Authorization (Project) Schedule	2.5%	2.5%
	- Project Risk Register		
	- Responsibility Matrix		
	- Updated Roles and Responsibilities		
- Communication Plan			
C-2	Design Documentation Update Approval		
	- Updated Requirements Traceability Matrix	5.0%	7.5%
	- Updated Master Test Plan		
	- Updated Interface Control Documents		
	- Updated System Detailed Design Documents		
	- Updated Reports Detailed Design Documents		
	- Updated Data Migration Plan (REMOVED FROM SCOPE OF WORK)		
	- Updated Disaster Recovery Plan		
- Updated Roadside System Flow Diagram			

Milestone Payment Schedule for Phase II			
- Includes each transitioned or new facility, project documentation, and program documentation updates			
ID	Payment Milestone	% Paid	Cumulative % Paid
	- Updated Backup Recovery and Archive Plan		
Test and Go-Live Planning Documentation Approval			
C-3	- Test Plans and Procedures	5.0%	12.5%
	- Installation Plan (for each new facility)		
	- Transition Plan (for each transitioned facility)		
Test Results and As-Built Documentation			
C-4	Test Reports	5.0%	17.5%
	As-Built Drawings for each transitioned / new facility		
Training, Maintenance documentation and Manual Update Approval			
C-5	- Updated Training Plan and Materials	7.5%	25%
	- Updated Roadside System Flow Diagram		
	- Updated Manuals (to all applicable systems)		
	- Updated Maintenance Plan		
	- Updated Inventory (including spares)		
	- Updated Succession Plan		
C-7	Configuration of Toll Facility Host	15%	40%
C-8	Site Installation Test completed and approved	15%	55%
C-9	All toll sites commissioned	15%	70%
C-10	Training Completed / Go-Live (start of revenue collection)	15%	85%
C-11	Operational Acceptance Test completed and approved, and Final As-Built drawings representative of any changes made during test and acceptance.	15%	100%

Milestone Payment Schedule for Phase III		
ID	Payment Milestone	Cumulative % Paid
C. Final Documentation		
Applies to Section C Project Management and Testing Services of Cost Proposal Form		
C-60	Test Reports (Test Reports have been approved)	100%
	As-Built Drawings representative of any changes made during test and acceptance (As-Built Drawings from each Work Authorization have been approved)	
	Transition Plan (Verify the Program Transition Plan has been approved and updated as part of each Work Authorization)	
	Program Documentation updates (Verify the Program Documentation has been updated as part of each Work Authorization)	
	Network Diagram updates (Verify network diagrams have been updated with the as-is for those portions of the network that are within the SI scope of each work authorization.)	
	Inventory (including spares) (Verify the inventory has been provided to CTRMA.)	

ATTACHMENT F

Master Project Schedule and Milestones ELECTRONIC TOLL COLLECTION SYSTEM INTEGRATION AND MAINTENANCE SERVICES

WA 5 183A PH III						
ID	WBS	Unique ID	Task Name	Duration	Start	Finish
0	0	0	183A PHIII WA 5	453 days	Tue 1/3/23	Fri 10/18/24
2	2	2	Milestones: Payment Schedule	421 days	Fri 2/17/23	Fri 10/18/24
3	2.1	3	B. Hardware Equipment Ordering and Installation	328 days	Mon 7/3/23	Fri 10/18/24
4	2.1.1	4	B-1: Equipment Purchased, Received and Verified	0 days	Mon 7/3/23	Mon 7/3/23
5	2.1.2	5	B-2: Start of Installation Activities	0 days	Mon 1/8/24	Mon 1/8/24
6	2.1.3	6	B-3: Installation Activities Completed	0 days	Tue 4/30/24	Tue 4/30/24
7	2.1.4	7	B-4: Site Installation Test Completed and Approved	0 days	Fri 7/5/24	Fri 7/5/24
8	2.1.5	8	B-5: Integration Test Completed and Approved	0 days	Fri 7/5/24	Fri 7/5/24
9	2.1.6	9	B-6: Operational acceptance Test Completed and Approved	0 days	Fri 10/18/24	Fri 10/18/24
10	2.2	10	C. Project Management, Documentation and Testing Services	421 days	Fri 2/17/23	Fri 10/18/24
11	2.2.1	11	C-1: Project Management Documentation Approval	0 days	Fri 2/17/23	Fri 2/17/23
12	2.2.2	12	C-2: Design Documentation Approval	0 days	Tue 4/18/23	Tue 4/18/23
13	2.2.3	13	C-3: Test and Go-Live Planning Documentation Approval	0 days	Fri 7/7/23	Fri 7/7/23
14	2.2.4	14	C-4: Test Results and As-Built Documentation	0 days	Fri 10/18/24	Fri 10/18/24
15	2.2.5	15	C-5: Training and Manual update Approval	0 days	Tue 6/27/23	Tue 6/27/23
16	2.2.6	17	C-7: Configuration of TFH	0 days	Tue 6/6/23	Tue 6/6/23
17	2.2.7	18	C-8: SIT Completed and Approved	0 days	Fri 7/5/24	Fri 7/5/24
18	2.2.8	19	C-9: All Toll Sites commissioned	0 days	Fri 7/5/24	Fri 7/5/24
19	2.2.9	20	C-10: Training Completed and Go-Live (Start of revenue collection)	0 days	Fri 7/5/24	Fri 7/5/24
20	2.2.10	21	C-11: OAT completed and approved, and Final As-Built Drawings representative of any changes made during test and acceptance	0 days	Fri 10/18/24	Fri 10/18/24
21	3	265	External Dependencies	148 days	Sat 6/3/23	Sat 1/6/24
22	3.1	267	Civil Contractor: Final Site Turnover	0 days	Sat 1/6/24	Sat 1/6/24
23	3.2	268	290 FAT Approval (per approved Baseline 290 schedule)	0 days	Tue 11/28/23	Tue 11/28/23
24	3.3	269	Supply Chain: receipt of last piece of equipment (BOM approval + number of months for longest lead equipment)	0 days	Sat 6/3/23	Sat 6/3/23
25	4	22	Milestones: Liquidated Damages	74 days	Fri 7/5/24	Fri 10/18/24
26	4.1	23	Approval of Site Installation Testing (SIT) at all sites included in this WA by 120 days from the date each site is turned over by Contractor	0 days	Fri 7/5/24	Fri 7/5/24
27	4.2	25	Approval of Operational Acceptance Testing (OAT)	0 days	Fri 10/18/24	Fri 10/18/24

ATTACHMENT G

Project Liquidated Damages/Penalties

Liquidated Damages for this WA No. 05

With this WA No. 05, it is agreed by the Parties that time is of the essence. In the event of a delay in completing milestones as set forth in the approved Project Schedule, subject to Mobility Authority-authorized extensions, the Mobility Authority will incur damage, and that it is or will be unfeasible to determine the actual amount of the damage resulting from such delay. As a result, the parties agree the Mobility Authority may impose liquidated damages, as described below, should the SI not meet required milestone dates set forth in the approved Project Schedule.

Note: For the purposes of this section, the use of the term "days" means "calendar days."

Key Project Milestone	Date Associated with LD (Last Approved Schedule)	Associated Liquidated Damages
Approval of Site Installation Testing at all sites included in this WA by 120 days from the date the final site is turned over by Contractor	Based on mutually agreed-upon Civil Contractor and SI final site turnover date + 120 days	<ul style="list-style-type: none"> • \$25,000 for missed milestone • \$5,000/day every day after missed milestone
Approval of Operational Acceptance Testing	Open to Tolling + 6 months (calendar days)	<ul style="list-style-type: none"> • \$1,000/day first 10 days • \$2,500/day next 20 days • \$5,000/day every day after 30th day