

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

RESOLUTION NO. 22-046

**ACCEPTING THE INDEPENDENT AUDIT REPORTS FROM RSM US LLP
FOR THE FISCAL YEAR ENDING JUNE 30, 2022**

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

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

WHEREAS, the firm of RSM US LLP, has been engaged to provide an independent audit of the finances of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2022, and has presented that audit to the Audit Committee; and

WHEREAS, the Audit Committee has reviewed the "Report to the Board of Directors," the "Basic Financial Statements" subject to final determination of contingency items, the "State Awards Compliance Report," and the "Federal Awards Compliance Report" prepared by RSM US LLP, attached respectively as Exhibits A, B, C, and D to this resolution, and has heard and considered the presentation on the audit by RSM US LLP.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee accepts the independent audit reports of the Central Texas Regional Mobility Authority prepared by RSM US LLP for the fiscal year ending on June 30, 2022; and

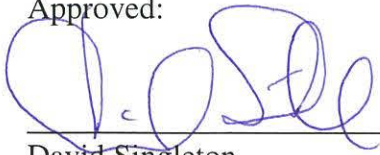
BE IT FURTHER RESOLVED that this resolution constitutes approval by the Audit Committee of the investment reports required by 43 *Texas Administrative Code* Rule §26.61(b).

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of October 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:


David Singleton
Chairman, Audit Committee

Exhibit A

Report to the Board of Directors

Central Texas Regional Mobility Authority

Report to the Board of Directors
October 27, 2022





RSM US LLP

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October 27, 2022

Board of Directors
Central Texas Regional Mobility Authority
Austin, Texas

Dear Members of the Board of Directors:

We are pleased to present this report related to our audit of the financial statements of Central Texas Regional Mobility Authority (the Authority) as of and for the year ended June 30, 2022. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the Authority's financial reporting process.

This report is intended solely for the information and use of the Board of Directors and management, and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the Central Texas Regional Mobility Authority.

RSM US LLP

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REQUIRED COMMUNICATIONS

Auditing standards generally accepted in the United States of America (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Our Responsibilities With Regard to the Financial Statement Audit

Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated March 22, 2022. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated March 22, 2022, regarding the planned scope and timing of our audit and identified significant risks. Additional significant risks identified which were accompanied by additional procedures included the net pension liability (asset) and related footnote disclosures.

Accounting Policies and Practices

Preferability of Accounting Policies and Practices

Under accounting principles generally accepted in the United States of America, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

Adoption of, or Change in, Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the Authority. The Authority did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period.

Significant Accounting Policies

We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Unusual Transactions

We did not identify any significant unusual transactions.

Management's Judgments and Accounting Estimates

Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached summary of Significant Accounting Estimates.

Audit Adjustments and Uncorrected Adjustments

There were no audit adjustments made to the original trial balance presented to us to begin our audit. Except for the lease payable of \$194,412, we are not aware of any uncorrected adjustments other than misstatements that are clearly trivial.

Observations About the Audit Process

Disagreements With Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Consultations With Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed With Management

No significant issues arising from the audit were discussed or were the subject of correspondence with management.

Significant Difficulties Encountered in Performing the Audit

We did not encounter any significant difficulties in dealing with management during the audit.

Difficult or Contentious Matters That Required Consultation

We did not encounter any significant and difficult or contentious matters that required consultation outside the engagement team.

Internal Control and Compliance Matters

We have separately communicated matters related to internal control over financial reporting identified during our audit of the financial statements, as required by *Government Auditing Standards*, State of Texas *Uniform Grant Management Standards* (UGMS) and Uniform Guidance and this communication is included within the compliance report of the Authority for the year ended June 30, 2022.

Significant Written Communications Between Management and Our Firm

Copies of significant written communications between our firm and the management of the Authority, including the representation letter provided to us by management, are attached as Exhibit A.

SIGNIFICANT ACCOUNTING ESTIMATES

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events, and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following summarizes the significant accounting estimates reflected in the Authority's June 30, 2022, financial statements.

Significant Accounting Estimates	
Valuation of Investments	
Accounting policy	The money market mutual fund and local government investment pool are reported at net asset value (NAV) based on amortized cost. Investments in debt securities are reported at fair value based on pricing service models.
Management's estimation process	Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. Investments in debt securities are reported at fair value based upon pricing service models. The money market mutual fund and local government investment pool are reported at the NAV.
Basis for our conclusion on the reasonableness of the estimate	We tested the fair value of investments and the investments measured using NAV. We concluded management's estimates are reasonable.
Depreciable Life of Property and Equipment	
Accounting policy	The depreciable life of property and equipment is set at the estimated useful life of the related asset.
Management's estimation process	The determination is made at the time the asset is placed into service and involves various judgments and assumptions, including the estimated useful life and prior experience.
Basis for our conclusion on the reasonableness of the estimate	We concluded the estimates used by management are reasonable.
Pension Expense and Net Pension Asset/Liability	
Accounting policy	The Authority participates in the Texas County and District Retirement System (TCDRS), a statewide agent multiple-employer retirement system. The Authority's agent measures its pension expense and net pension asset/liability based on approved demographic and economic assumptions approved by the plan. The measurement is used to record the pension expense and net pension asset/liability in its financial statements and discloses the pension expense and net pension asset/liability in Note 7 to the financial statements.

Significant Accounting Estimates

Management's estimation process

The pension expense and net pension asset/liability were measured as of December 31, 2021. This calculation is prepared by an independent actuarial company engaged by TCDRS, and the Authority's agent reviews and considers the appropriateness of the assumptions.

Basis for our conclusion on the reasonableness of the estimate

We obtained the TCDRS actuarial valuation report and we confirmed the Authority's reported balances agreed with the actuarial report. We tested the significant assumptions and conclusions for reasonableness and tested the underlying data for completeness and accuracy. We concluded the estimates used by management's are reasonable.

EXHIBIT A

Significant Written Communications Between Management and Our Firm



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 27, 2022

RSM US LLP
811 Barton Springs Rd, 5th floor
Austin, Texas 78704

This representation letter is provided in connection with your audit of the basic financial statements of Central Texas Regional Mobility Authority (the "Authority") as of and for the year ended June 30, 2022, for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, that as of October 27, 2022:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated March 22, 2022, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.
4. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. The methods, assumptions and data used to value investment; determine depreciable life of property and equipment and value the net pension liability (asset) are as follows, and result in an estimate that is appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimate:

Investment values - The money market mutual fund and local government investment pool are reported at net asset values (NAV) based on amortized cost. Investments in debt securities are reported at fair value based on pricing service models.

Depreciable life of property and equipment - The depreciable life of property and equipment is set at the estimated useful life of the related asset group.

Net pension liability (asset) - The Authority's agent measures its pension expense and net pension asset/liability based on approved demographic and economic assumptions approved by the Plan.

Significant judgments made in making the estimate have taken into account all relevant information of which we are aware. Where applicable, the appropriate specialized skills or expertise has been applied

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in making the estimate. The assumptions listed above properly reflect our intent and ability to carry out the specific courses of actions previously communicated to you on behalf of the Authority. All disclosures related to the estimate, including disclosures describing estimation uncertainty, are complete and reasonable in the context of U.S. GAAP. No subsequent events have occurred that would require adjustment to the estimate and related disclosures included in the financial statements.

6. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
8. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.
9. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
10. Management has followed applicable laws and regulations in adopting, approving and amending budgets.
11. Risk disclosures associated with deposit and investment securities and derivative transactions are presented in accordance with GASB requirements.
12. Capital assets, including infrastructure, intangible assets, and right of use assets are properly capitalized, reported and, if applicable, depreciated.
13. The Authority has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in the debt agreements related to significant default or termination events with finance-related consequences and significant subjective acceleration clauses in accordance with GASB Statement No. 88.
14. Components of net position (net investment in capital assets, restricted, and unrestricted) are properly classified and, if applicable, approved.
15. The Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and appropriately disclosed and that net position is properly recognized under the policy.
16. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.
17. We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance. We do not have any instances of suspected noncompliance with laws, regulations, and provisions of contracts and grant agreements whose effects should be considered by management when preparing the financial statements.
18. We have reviewed the GASB Statements effective for the fiscal year ending June 30, 2022, and concluded the implementation of the following Statements did not have a material impact on the basic financial statements:

- a. GASB Statement No. 87, Leases

19. Except for the lease payable of \$194,412 which was the result of GASB Statement No. 87 Leases, we have no knowledge of any uncorrected adjustments in the financial statements.

Information Provided

20. We have provided you with:

- a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation and other matters.
- b. Additional information that you have requested from us for the purpose of the audit.
- c. Unrestricted access to persons within the Authority from whom you determined it necessary to obtain audit evidence.
- d. Minutes of the meetings of governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

21. All transactions have been recorded in the accounting records and are reflected in the financial statements.

22. If applicable, we have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

23. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.

24. We have no knowledge of allegations of fraud or suspected fraud affecting the Authority's basic financial statements involving:

- a. Management.
- b. Employees who have significant roles in internal control.
- c. Others where the fraud could have a material effect on the basic financial statements.

25. We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's basic financial statements received in communications from employees, former employees, analysts, regulators, or others.

26. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.

27. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

28. We have disclosed to you the identity of all of the Authority's related parties and all the related-party relationships and transactions of which we are aware.
29. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the Authority's ability to record, process, summarize and report financial data.
30. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
31. We agree with the findings of the specialists in evaluating most recent Actuarial valuation for the net pension liability (asset) and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give instructions, or cause any instructions to be given, to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
32. We believe that the actuarial assumptions and methods used by the actuary for funding purposes and for determining net pension liability (asset) are appropriate in the circumstances. We did not give instructions, or cause any instructions to be given, to the specialist[s] with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the Plan's actuary.
33. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Supplementary Information

34. With respect to supplementary information presented in relation to the basic financial statements as a whole:
 - a. We acknowledge our responsibility for the presentation of such information.
 - b. We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
 - d. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
35. With respect to Management's Discussion and Analysis and Required Supplementary Information - Pension presented as required by Governmental Accounting Standards to supplement the basic financial statements:
 - a. We acknowledge our responsibility for the presentation of such required supplementary information.

- b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
- c. The methods of measurement or presentation have not changed from those used in the prior period.

Compliance Considerations

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

- 36. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.
- 37. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.
- 38. Is not aware of any instances of identified and suspected fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements.
- 39. Is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 40. Acknowledges its responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.
- 41. Is not aware of any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 42. Is not aware of any programs and related activities subject to the compliance audit.
- 43. Acknowledges its responsibilities as it relates to non-audit services performed by the auditor, including that it assumes all management responsibilities; that it oversees the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience; that it evaluates the adequacy and results of the services performed; and that it accepts responsibility for the results of the services.

In connection with your audit of federal awards conducted in accordance with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the state of Texas *Uniform Grant Management Standards* (UGMS), we confirm:

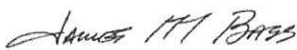
- 1. Management is responsible for complying, and has complied, with the requirements of Uniform Guidance and UGMS.
- 2. Management is responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of its federal and state programs.
- 3. Management is responsible for establishing and maintaining, and has established and maintained, effective internal control over compliance for federal and state programs that provides reasonable assurance that the auditee is managing federal and state awards in compliance with federal and state

statutes, regulations, and the terms and conditions of the federal award that could have a material effect on its federal and state programs.

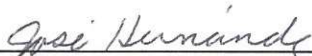
4. Management is responsible for the preparation of the schedule of expenditures of federal and state awards, acknowledges and understands its responsibility for the presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and UGMS; believes the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with the Uniform Guidance and UGMS; asserts that methods of measurement or presentation have not changed from those used in the prior period, or if the methods of measurement or presentation have changed, the reasons for such changes has been communicated; and is responsible for any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.
5. Management will make the audited financial statements readily available to the intended users of the schedule no later than the issuance date by the entity of the schedule of expenditures of federal and state awards and the auditor's report thereon.
6. Management has identified and disclosed all of its government programs and related activities subject to the Uniform Guidance and UGMS compliance audit.
7. Management has identified and disclosed to the auditor the requirements of federal and state statutes, regulations, and the terms and conditions of federal and state awards that are considered to have a direct and material effect on each major program.
8. Management has made available all federal and state awards (including amendments, if any) and any other correspondence relevant to federal and state programs and related activities that have taken place with federal agencies or pass-through entities.
9. Management has identified and disclosed to the auditor all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal and state awards or stated that there was no such noncompliance.
10. Management believes that the auditee has complied with the direct and material compliance requirements.
11. Management has made available all documentation related to compliance with the direct and material compliance requirements, including information related to federal and state program financial reports and claims for advances and reimbursements.
12. Management has provided to the auditor its interpretations of any compliance requirements that are subject to varying interpretations.
13. Management is aware of no communications from federal and state awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
14. There are no findings and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

15. Management has disclosed all known noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report or stated that there were no such known instances.
16. Management has disclosed whether any changes in internal control over compliance or other factors that might significantly affect internal control have occurred subsequent to the period covered by the auditor's report.
17. Federal and state program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
18. The copies of federal and state program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to the federal agency or pass-through entity, as applicable.
19. Management has charged costs to federal awards in accordance with applicable cost principles.
20. The reporting package does not contain protected personally identifiable information.
21. Management has accurately completed the appropriate sections of the data collection form.
22. If applicable, management has disclosed all contracts or other agreements with service organizations.
23. If applicable, management has disclosed to the auditor all communications from service organizations relating to noncompliance at those organizations.

Central Texas Regional Mobility Authority



James M. Bass, Executive Director



Jose Hernandez, Chief Financial Officer

Exhibit B

Basic Financial Statements

Central Texas Regional Mobility Authority

Basic Financial Statements
June 30, 2022

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Basic Financial Statements

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RSM US LLP

Independent Auditor's Report

Board of Directors
Central Texas Regional Mobility Authority

Opinions

We have audited the financial statements of the business-type activities and fiduciary activities of Central Texas Regional Mobility Authority (the Authority), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and fiduciary activities of the Authority as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information—pension plan, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The indenture cash flow and debt service coverage is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the indenture cash flow and debt service coverage is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

RSM US LLP

Austin, Texas
October 27, 2022

Central Texas Regional Mobility Authority

Management's Discussion and Analysis (Continued) June 30, 2022

MANAGEMENT DISCUSSION AND ANALYSIS (MD&A)

The Central Texas Regional Mobility Authority (the Authority) presents the following discussion and analysis of the Authority's financial activities during the fiscal year that ended June 30, 2022. This section is intended to be read in conjunction with the Authority's financial statements, which immediately follow this section.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of four parts: management's discussion and analysis, the basic financial statements, the notes to the financial statements and the required supplementary information.

The financial statements provide both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

Basic financial statements: The financial statements are designed to provide readers with an overview of the Authority's finances in a manner similar to private-sector business.

The *Statements of Net Position* present information on all of the Authority's assets and deferred outflows, as well as the Authority's liabilities and deferred inflows with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating. The Statements of Net Position can be found on pages 10-11 of this report.

The *Statements of Revenues, Expenses and Changes in Net Position* present information showing how the Authority's net position changed during the fiscal year ended June 30, 2022. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. The increase or decrease in net position may serve as an indicator of the effect of the Authority's current year operations on its financial position. The Statements of Revenues, Expenses and Changes in Net Position can be found on page 12 of this report.

The *Statements of Cash Flows* summarize all of the Authority's cash flows into three categories as applicable: 1) cash flows from operating activities, 2) cash flows from capital and related financing activities and 3) cash flows from investing activities. The Statement of Cash Flows can be found on page 13 of this report. The Statements of Cash Flows, along with the related notes and information in other financial statements, can be useful in assessing the following:

- The Authority's ability to generate future cash flows
- The Authority's ability to pay its debt as the debt matures
- Reasons for the difference between the Authority's operating cash flows and operating income
- The impact of the Authority's financial position of cash and noncash transactions from investing, capital, and financing activities

Central Texas Regional Mobility Authority

Management's Discussion and Analysis (Continued) June 30, 2022

Fiduciary Funds are used to account for resources that a government holds as a trustee or agent on behalf of an outside party that cannot be used to support the government's own programs. The Statement of Fiduciary Net Position and Statement of Changes in Fiduciary Net Position reports the assets, liability and related activity of the Nationwide Retirement Solutions Governmental Profit Sharing Plan and Trust Defined Contribution Plan and custodial funds held in trust for construction projects of other local governments. The fiduciary funds are reported using the economic resources measurement focus and are prepared on the accrual basis of accounting in conformity with U.S. Generally Accepted Accounting Principles. Contributions and income are recorded when earned and benefits and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flow. The Authority is reporting fiduciary fund financial statements in the following two fund categories:

Pension Trust Funds are used to report fiduciary activities that are pension plans and other post employment benefit plans that are administered through trust or other employee benefit plans for which resources are held in trusts that meet the criteria outlined by the Governmental Accounting Standards Board (GASB).

Custodial funds are used to report fiduciary activities for resources that are held in trust that meet the criteria outlined by GASB and that are not required to be reported in pension trust funds, investment trust fund or private purpose trust funds.

The *Notes to Financial Statements* provide additional information that is essential to a full understanding of the data provided in the basic financial statements. The Notes to Financial Statements can be found starting on page 16 of this report.

FINANCIAL HIGHLIGHTS – Business type activities

- Total operating revenue increased to \$175.0 million in 2022 from \$115.5 million in 2021 or a 52% increase.
- Total operating expenses were approximately \$105.4 million and \$79.9 million in 2022 and 2021, respectively.
- Total construction in progress was approximately \$259.2 million and \$154.7 million as of June 30, 2022 and 2021, respectively. Construction in progress increased from June 30, 2021 by approximately \$104.6 million due to the start of the 183 North Project which is 9 miles of two variably-priced express lanes in each direction in the existing median along US 183 in northwest Austin. Additionally, the Authority approved and started the 183A Phase III project which will add 6 miles of three toll lanes in each direction.
- Total restricted cash and cash equivalents decreased from \$777.5 million in 2021 to \$745.2 million in 2022. The overall decrease in restricted cash and cash equivalent was largely due to spending on ongoing projects.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net position: As noted above, net position may serve over time as a useful indicator of the Authority's financial position. The net position reflects an un-expendable and expendable portion of net position. The Authority's assets and deferred outflows exceeded liabilities and deferred inflows by approximately \$620.9 million and \$636.5 million as of June 30, 2022 and 2021, respectively (see Table A-1). As of June 30, 2022 and 2021, the largest portion of the Authority's net position is reflected its investment in capital assets

Central Texas Regional Mobility Authority

Management's Discussion and Analysis (Continued) June 30, 2022

(the Tolling System infrastructure and related assets) net of any outstanding debt used to acquire those assets. The restricted portion of net position, as of June 30, 2022 and 2021, is proceeds restricted for debt service or construction expenditures. Although the Authority's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Table A-1
Condensed Schedules of Net Position Information
(In Thousands of Dollars)

	2022	2021
Current assets	\$ 327,427	\$ 348,326
Restricted assets	827,966	936,104
Pension asset	2,549	592
Capital assets	2,136,294	2,056,506
Total assets	3,294,236	3,341,528
Deferred outflows of resources	180,258	130,771
Total assets and deferred outflows of resources	\$ 3,474,494	\$ 3,472,299
Total liabilities	2,851,754	2,835,355
Deferred inflows of resources	1,817	464
Total liabilities and deferred inflows of resources	2,853,571	2,835,819
Net position:		
Invested in capital assets	269,891	404,560
Restricted for other purposes	78,396	76,872
Unrestricted	272,636	155,048
Total net position	\$ 620,923	\$ 636,480

For fiscal year 2022, the restricted asset decrease is mainly attributable to ongoing projects which include the 183 North Project and 183A Phase III. For fiscal year 2021, restricted assets increased as a result of the Authority's ongoing financing for the construction of the Projects and the start of the 183A Phase III Project and the 183 North Project.

Central Texas Regional Mobility Authority

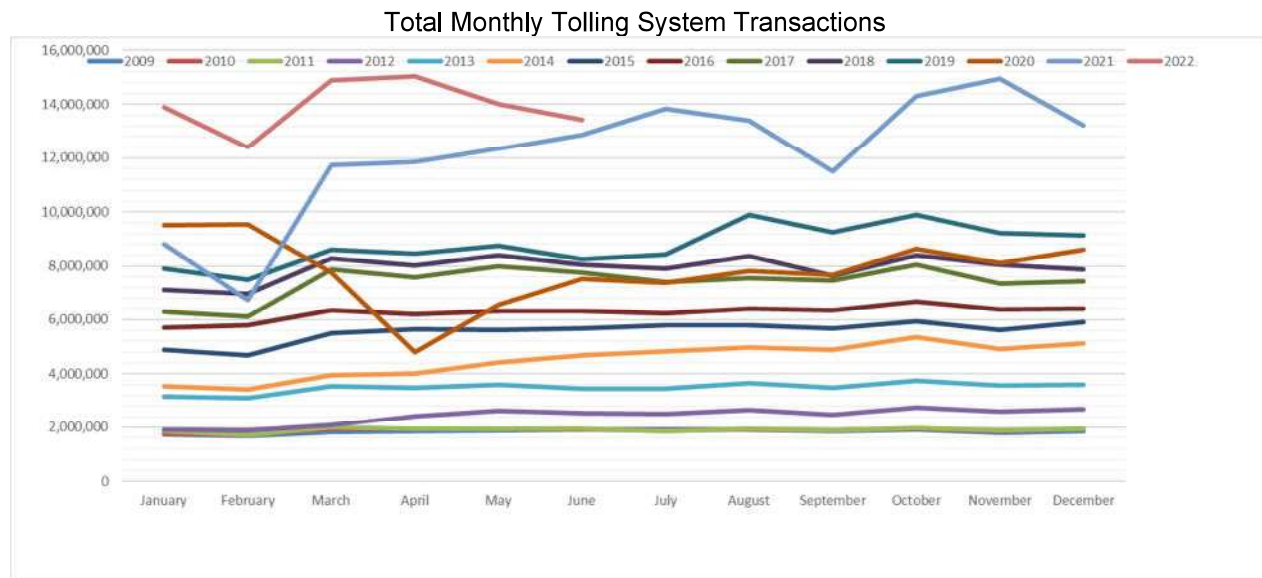
Management's Discussion and Analysis (Continued) June 30, 2022

For fiscal year 2021 and 2022, excluding accumulated depreciation, depreciable capital assets increased from \$2.15 billion to \$2.18 billion, respectively, as a result of the ongoing construction and current period additions of approximately \$27.6 million in fiscal year 2022.

Changes in net position: The operating revenues remained constant in 2022 compared to 2021. For 2022, the tolling activity increased significantly which increased tolling revenue by \$59.5 million or 52%. For both 2022 and 2021, the tolling activity includes the 183A Turnpike Project (Phases I and II), the 290E Project (Phases I, II and III), the SH 71 Express Project, SH 45 Southwest Project and 183 South Project. The average daily Tolling System transactions increased from approximately 326.8 thousand per day in 2021 to approximately 481.3 thousand per day in 2022 or from an annual transaction total of approximately 119.3 million to 175.6 million from 2021 to 2022. The total revenue increase in 2022 is attributable to the traffic rebounding above pre-pandemic level in 2022 compared to 2021.

Activity in the MoPac Improvement Project is not reflected in the total Tolling System transactions above. The MoPac Improvement Project is not included in the Authority's Tolling System established by the bond indenture securing the Authority's toll revenue obligations. For fiscal year 2022 and 2021, activity of the MoPac Improvement Project consisted of approximately 10.6 million and 6.7 million transactions, respectively, and approximately \$9.7 million and \$4.3 million in revenue, respectively.

The chart below includes transactions for the completed projects of the Authority's Tolling System for the period ending June 30, 2022 (which as of June 30, 2022, includes the 183A Turnpike Project (Phases I and II), the 290E Project (Phases I, II and III), the SH 71 Express Project, the SH 45 Southwest Project and 183 South Project).



Central Texas Regional Mobility Authority

Management's Discussion and Analysis (Continued) June 30, 2022

As noted at Table A-2, operating expenses increased by \$25.5 million from 2021 to 2022. The increases from 2021 to 2022 are related to the increase in the number of tolling transactions which result in additional expenses for road maintenance, license plate imaging and collection fees.

The nonoperating expenses (net) increased from \$69.7 million in fiscal year 2021 to \$86.1 million in fiscal year 2022. The increase is related to the refunding activity, additional interest expense and the new financing for the 183 North Project in 2022 compared to 2021.

The change in net position before capital grants and contributions is a loss of \$16.1 million in 2022 and a loss of \$34.1 million in fiscal year 2021. See Table A-2.

Table A-2
Condensed Schedules of Revenue, Expenses and Changes in Net Position Information
(In Thousands of Dollars)

	2022	2021
Revenues:		
Toll revenue	\$ 174,812	\$ 115,321
Other operating	227	159
Total revenues	<u>175,039</u>	<u>115,480</u>
Expenses:		
Administrative expenses	8,338	8,494
Operations and maintenance	30,681	23,826
Other operating expenses	7,514	7,026
Depreciation and amortization	58,885	40,555
Total expenses	<u>105,418</u>	<u>79,901</u>
Operating income	69,621	35,579
Total net nonoperating revenue (expenses)	<u>(86,101)</u>	<u>(69,680)</u>
Change in net position—before capital grants and contributions	(16,480)	(34,101)
Capital grants and contributions, net	923	852
Change in net position	(15,557)	(33,249)
Total net position at beginning of year	636,480	669,729
Total net position at end of year	<u>\$ 620,923</u>	<u>\$ 636,480</u>

FINANCIAL ANALYSIS OF THE AUTHORITY—FIDUCIARY ACTIVITIES

- Total assets in the pension trust fund remained constant in 2022 compared to 2021. Total assets are approximately 1.5 million for both 2022 and 2021.
- Total assets in the custodial fund decreased from \$14.4 million in 2021 to \$5.8 million in 2022. The decrease is the result of the ongoing county construction projects.

Central Texas Regional Mobility Authority

Management's Discussion and Analysis (Continued) June 30, 2022

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets: As of June 30, 2022, and 2021, the Authority had invested approximately \$265.7 million and \$154.6 million, respectively, in construction in progress. Of the total \$154.6 million in FY 2021, the 183 North Project and the 183A Phase III Project incurred approximately \$60.0 million in additions. Of the \$265.7 million in FY 2022, the 183A Phase III and 183 North Project projects continued to incur Project cost. See Table A-3 and Note 3.

Table A-3
Capital Assets Information
(Net of Depreciation, in Thousands of Dollars)

	2022	2021
Property and equipment	\$ 7,740	\$ 7,339
Toll road	2,170,658	2,143,481
Accumulated depreciation	(307,813)	(248,986)
Construction in progress	265,709	154,672
Net capital assets	<u>\$ 2,136,294</u>	<u>\$ 2,056,506</u>

Long-term debt: As of June 30, 2022, and 2021, the Authority had total debt outstanding of approximately \$2.75 billion, and \$2.73 billion, respectively. See Table A-4.

Table A-4
Long Term Debt Information
(In Thousands of Dollars)

	2022	2021
Long-term debt:		
Total bonds and other obligations	\$ 2,750,132	\$ 2,731,436
Long term debt outstanding	<u>\$ 2,750,132</u>	<u>\$ 2,731,436</u>
Debt service payments:		
Principal payments	\$ 27,211	\$ 17,341
Interest payments	77,720	57,489

Excluding the TxDOT Reimbursement Amount obligation related to the SH 71 Express Project, the total debt obligations include the current portion of the obligations, which totaled \$26.2 million and \$90.5 million, for 2022, and 2021, respectively.

Additional information on the Authority's long-term debt can be found in Note 4 of this report.

On September 28, 2021, Moody's Investors Service has upgraded the Authority's senior lien revenue bonds to A3 from Baa1, the Authority's subordinate lien TIFIA bonds to A3 from Baa1 and the Authority's remaining subordinate lien revenue bonds to Baa1 from Baa2.

Central Texas Regional Mobility Authority

Management's Discussion and Analysis (Continued)

June 30, 2022

Economic Factors and Next Year's Budget

The FY 2023 Operating Budget reflects a conservative return-to-normal from the scaled back budget for the prior year. Activity on the roadways, as reflected in the uptick in transactions is driving this approach. The revenue estimate for FY 2023 of \$184.9 million is an approximate 19.8% increase of the FY 2022 budget. The revenues were projected using the most recent System Transaction and Revenue (T&R) Estimates, historic data, and recent transactions. Expense estimates for FY 2023 are \$212.5 million, representing an 8.6% increase of the FY 2022 budget. The FY 2023 Operating Budget reflects a conservative approach to the region's economy and escalating debt service balance with maintaining coverage requirements as prescribed in the CTRMA indenture. Inflation increases have brought upward pressure on materials and labor necessary for achieving the ongoing construction, maintenance and operation of the organization.

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Central Texas Regional Mobility Authority, 3300 North IH 35, Suite 300, Austin, 78705.

Central Texas Regional Mobility Authority

Statement of Net Position June 30, 2022

Current assets:	
Unrestricted:	
Cash and cash equivalents (Note 2)	\$ 90,089,579
Investments (Note 2)	96,766,386
Due from other governments (Note 8)	19,217,740
Accrued interest receivable	695,361
Prepaid expenses and other assets	128,063
Total unrestricted	<u>206,897,129</u>
Restricted:	
Cash and cash equivalents (Note 2)	<u>120,529,425</u>
Total restricted	<u>120,529,425</u>
Total current assets	<u>327,426,554</u>
Noncurrent assets:	
Restricted assets:	
Cash and cash equivalents (Note 2)	624,686,465
Investments (Note 2)	203,279,998
Total restricted assets	<u>827,966,463</u>
Net pension asset (Note 7)	2,549,818
Total capital assets, net (Note 3)	<u>2,136,293,803</u>
Total assets	<u>3,294,236,638</u>
Total deferred outflows of resources (Notes 5 and 7)	<u>180,257,678</u>
Total assets and deferred outflows of resources	<u>\$ 3,474,494,316</u>

See notes to financial statements.

Central Texas Regional Mobility Authority

Statement of Net Position (Continued)
June 30, 2022

Current liabilities:

Payable from current assets:

Accounts payable	\$ 3,466,462
Due to other governments	3,200,392
Accrued expenses	683,797
Total payable from current assets	<u>7,350,651</u>

Payable from restricted current assets:

Construction accounts payable	53,258,228
Accrued interest payable	41,012,840
Bonds, notes payable and other obligations, current portion (Note 4)	26,258,357
Total payable from restricted current assets	<u>120,529,425</u>

Total current liabilities

127,880,076

Noncurrent liabilities:

Bonds, notes payable and other obligations, net of current portion
(Note 4)

2,723,873,806

Total noncurrent liabilities

2,723,873,806

Total liabilities

2,851,753,882

Total deferred inflows of resources (Notes 5 and 7)

1,817,481

Total liabilities and deferred inflows of resources

2,853,571,363

Net position:

Net investment in capital assets	269,890,715
Restricted for net pension asset	1,701,250
Restricted for debt service	76,695,425
Unrestricted	272,635,563

Total net position

\$ 620,922,953

Central Texas Regional Mobility Authority

**Statement of Revenues, Expenses and Changes in Net Position
Year Ended June 30, 2022**

<hr/>	
Operating revenues:	
Tolls	\$ 174,811,965
Other operating	226,580
Total operating revenues	<u>175,038,545</u>
Operating expenses:	
Administrative expenses	8,337,566
Operations and maintenance	30,680,940
Other operating expenses	7,513,534
Depreciation and amortization	58,885,263
Total operating expenses	<u>105,417,303</u>
Operating income	<u>69,621,242</u>
Nonoperating revenues (expenses):	
Interest income	1,398,431
Undeveloped project loss	(3,224,417)
Financing expense	(4,869,264)
Interest expense	(79,405,848)
Total nonoperating revenues (expenses), net	<u>(86,101,098)</u>
Change in net position before capital grants and contributions	(16,479,856)
TxDOT capital grants and contributions	922,679
Change in net position	<u>(15,557,177)</u>
Total net position at beginning of year,	<u>636,480,130</u>
Total net position at end of year	<u>\$ 620,922,953</u>

See notes to financial statements.

Central Texas Regional Mobility Authority

Statement of Cash Flows Years Ended June 30, 2022

Cash flows from operating activities:	
Receipts from toll fees	\$ 176,651,334
Receipts from other income	226,580
Payments to vendors	(44,693,938)
Payments to employees	(5,446,375)
Net cash flows provided by operating activities	126,737,601
Cash flows from capital and related financing activities:	
Contributions on refunded obligations	(11,511,614)
Payments on interest	(77,720,830)
Payments on obligations	(27,211,146)
Payments for capital assets	(6,228,012)
Payments for construction in progress	(145,687,030)
Proceeds from capital grants	922,679
Net cash flows used in capital and related financing activities	(267,435,953)
Cash flows from investing activities:	
Interest income	1,398,431
Purchase of investments	(513,865,747)
Proceeds from sale or maturity of investments	647,913,376
Net cash flows provided by investing activities	135,446,060
Net decrease in cash and cash equivalents	(5,252,292)
Cash and cash equivalents at beginning of year	840,557,761
Cash and cash equivalents at end of year	\$ 835,305,469
Reconciliation of change in net position to net cash provided by operating activities:	
Operating income	\$ 69,621,242
Adjustments to reconcile change in net position to net cash provided by operating activities:	
Depreciation and amortization	58,885,263
Changes in assets and liabilities:	
Increase in due from other governments	1,650,547
Increase in prepaid expenses and other assets	25,833
Increase (decrease) in accounts payable	(343,630)
Increase (decrease) in accrued expenses	(2,523,672)
Increase (decrease) in pension asset	(1,958,571)
Increase in deferred outflow of resources	(47,279)
Decrease in deferred inflow of resources	1,427,868
Total adjustments	57,116,359
Net cash flows provided by operating activities	\$ 126,737,601
Reconciliation of cash and cash equivalents:	
Unrestricted cash and cash equivalents	\$ 90,089,579
Restricted cash and cash equivalents:	
Current	120,529,425
Noncurrent	624,686,465
Total	\$ 835,305,469

See notes to financial statements.

Central Texas Regional Mobility Authority

**Statement of Fiduciary Net Position—Fiduciary Funds
June 30, 2022**

	Pension Trust Fund	Custodial Fund
Assets:		
Restricted:		
Cash and cash equivalents (Note 2)	\$ -	\$ 5,794,522
Investments (Note 2):		
Collective Investment Fund	1,526,798	-
Total assets	<u>1,526,798</u>	<u>5,794,522</u>
Payable:		
Account payable	-	525,448
	-	525,448
Net position:		
Restricted:		
Other governments	-	5,269,074
Pension	1,526,798	-
Total net position	<u>\$ 1,526,798</u>	<u>\$ 5,269,074</u>

See notes to financial statements.

Central Texas Regional Mobility Authority

**Statement of Changes in Fiduciary Net Position—Fiduciary Funds
Year Ended June 30, 2022**

	Pension Trust Fund	Custodial Fund
Additions:		
Contributions:		
Employer	\$ 172,106	\$ -
Total contributions	<u>172,106</u>	<u>-</u>
Investment earnings:		
Net increase in fair value of investments	219,932	-
Interest and dividends	51,170	7,399
Other additions		
Deposits from other governments	-	450,834
Total additions	<u>443,208</u>	<u>458,233</u>
Deductions:		
Benefits paid to participants and beneficiaries	985,493	-
Construction withdrawals other governments	-	8,003,476
Total deductions	<u>985,493</u>	<u>8,003,476</u>
Net decrease in fiduciary net position	(542,285)	(7,545,243)
Net position, beginning	2,069,083	12,814,317
Net position, ending	<u>\$ 1,526,798</u>	<u>\$ 5,269,074</u>

See notes to financial statements.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 1. Organization and Summary of Significant Accounting Policies

The financial statements of the Central Texas Regional Mobility Authority (the Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below:

A. Reporting entity: The Authority was authorized by the State of Texas in 2002. The Authority is authorized to construct, maintain, repair and operate turnpike projects at locations authorized by the Legislature of the State of Texas and approved by the Texas Department of Transportation (TxDOT). The Authority receives its revenues from tolls, fees and reimbursement grants from the operation of turnpike projects and reimbursement grants for the construction of toll projects. The Authority may issue revenue bonds for the purpose of paying the costs of turnpike projects.

The Authority was formed through the joint efforts of Travis and Williamson Counties (the Counties). Their efforts began in September 2002, following the enactment of provisions by the 77th Texas Legislature authorizing the formation of regional mobility authorities (RMAs). The petition to form the Authority was filed by the Counties, and the Texas Transportation Commission granted approval for its formation in October 2002. The initial meeting of the Board of Directors (the Board) of the Authority was held in January 2003. Each County appoints three directors, and the Governor appoints the presiding officer. The members are appointed in belief that the composition of the Board and the common interest in the region shared by all Board members will result in adequate representation of all political subdivisions within the geographic area of the RMA and the members will serve without pay for terms of two years. The Authority has full control over all operations, but must comply with certain bond indentures and trust agreements. The Authority employs an Executive Director who manages the day-to-day operations.

In evaluating how to define the Authority for financial reporting purposes, management has determined there are no entities over which the Authority exercises significant influence. Significant influence or accountability is based primarily on operational or financial relationships with the Authority. Since the Authority does not exercise significant influence or accountability over other entities, it has no component units.

Effective July 1, 2019, the Authority adopted new accounting guidance by implementing the provisions of GASB Statement No. 84, *Fiduciary Activities*, which establishes criteria for identifying and reporting fiduciary activities. The implementation of this statement requires the reporting of fiduciary activities in the fiduciary fund financial statements of the basic financial statements because (a) their related assets are controlled by the government or (b) fiduciary component units have been identified through the component unit evaluation.

In accordance with the provisions of GASB Statement No. 84, *Fiduciary Activities*, the Authority determined that reporting a statement of fiduciary net position and a statement of changes in fiduciary net position in the fiduciary fund financial statements of the basic financial statements would be appropriate for the following funds that meet the outlined criteria:

Pension Trust Funds are used to report fiduciary activities, on a calendar year basis or December 31, that are pension plans and other post employment benefit plans that are administered through trust or other employee benefit plans for which resources are held in trusts that meet the criteria outlined by GASB.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

Custodial funds are used to report fiduciary activities for resources that are held in trust that meet the criteria outlined by GASB and that are not required to be reported in pension trust funds, investment trust funds or private purpose trust funds.

B. Basis of accounting: The operations of the Authority are accounted for within a single proprietary (enterprise) fund through which all non-fiduciary financial activities are recorded. The measurement focus for an enterprise fund is the flow of economic resources. An enterprise fund follows the accrual basis of accounting. With this measurement focus, all assets, liabilities and deferred inflows and outflows of resources associated with the operations are included on the Statements of Net Position. Net position (i.e., total assets and deferred outflows net of total liabilities and deferred inflows) is segregated into amounts of net investment in capital assets, amounts restricted for capital activity and debt service pursuant to the bond indenture and amounts which are unrestricted. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which the liability is incurred regardless of the timing of related cash flows, and depreciation of capital assets is recognized. Revenue from grants and contracts specifying allowable costs to be incurred are recognized as revenue when all eligibility requirements imposed by the provider are met and qualifying expenditures have been incurred.

The fiduciary fund financial statements of the Pension Plan and the Custodial Fund are reported using the economic resources measurement focus and are prepared on the accrual basis of accounting in conformity with U.S. GAAP. Contributions and income are recorded when earned and benefits and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flow.

C. Pledged revenue: In accordance with the bond indenture, as amended, between the Authority and the trustee named therein, the Authority has designated the following projects as part of the “CTRMA Turnpike System” (the Tolling System) as of June 30, 2022: the 183A Turnpike Project, the 290E Project, the 183 South Project, the SH 71 Express Project and the SH 45 Southwest Project. The trust estate established by the bond indenture is pledged to secure certain outstanding obligations of the Authority, and such trust estate includes the revenues from the Tolling System. The Tolling System may also include any future Project and other roads, bridges or other toll facilities for which the Authority has operational responsibility that the Authority designates as part of the Tolling System by official action of its Board of Directors.

D. Cash, cash equivalents and investments: Cash and cash equivalents include cash on hand, demand deposits, investments in the money market mutual fund and short-term investments with original maturities of three months or less from the date of acquisition. Bank deposits are fully collateralized or covered by federal depository insurance. Investments in debt securities are reported at fair value based on pricing service modeling for fixed income securities. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants. Investment in local government investment pools is reported at amortized cost. The net change in fair value of investments is recorded on the Statements of Revenues, Expenses and Changes in Net Position and includes the unrealized and realized gains and losses on investments. The Authority’s investment practices for the enterprise fund and the custodial fund are governed by State statutes, the Authority’s own investment policy and bond indentures and the Texas Public Funds Investment Act. The Pension Trust Fund investments are restricted by investment options provided in the Collective Investment Fund.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

E. Compensated absences: Full-time regular employees are eligible for vacation, which accrues monthly. The maximum paid accrual is from 180 hours for one to two years of service up to 336 hours for 10 plus years of service. Vested vacation leave is recorded as an expense and a liability as the benefits accrue to employees. Except for executive level benefits which allows for vesting, there are no accumulating sick leave benefits that vest for which any liability must be recognized. Accrued vacation leave on the Statements of Net Position is \$268,014 as of June 30, 2022.

F. Capital assets: Capital assets, which include property and equipment, right of way and toll roads, are reported at cost. Capital assets acquired through contributions, such as those from developers or other governments, are recorded at estimated acquisition value at the date of donation. Capital assets are defined as assets with initial, individual costs exceeding \$500 to \$20,000, depending on the asset category. Depreciation is computed on the straight-line method over the following estimated useful lives:

	<u>Estimated Useful Lives</u>
Roads and bridges	40 years
Improvements	5-20 years
Buildings	20-30 years
Equipment	3-10 years

A full month's depreciation is taken in the month an asset is placed in service. When property and equipment are disposed, the cost and accumulated depreciation are removed from the respective accounts, and the resulting gain or loss, if any, is recorded in operations.

The Authority evaluates for impairment of capital assets when significant unexpected decline in service utility occurs. There were no asset impairments in fiscal year 2022.

G. Grants and contributions: Revenues from grants and contributions are cash and noncash which include the following: (1) Capital grants and contributions which are restricted revenues whose resources may only be spent to purchase, build or use capital assets for specified programs or (2) Operating grants and contributions which are restricted in the way they may be spent for operations of a particular program.

The Authority has entered into several construction contracts with TxDOT for the construction of roadways using Highway Planning and Construction federal funding and certain state funding for transportation improvements. During the years ended June 30, 2022, the Authority recognized capital grants and contributions of approximately \$0.923 million, from TxDOT. Revenues from federal and state cost reimbursement grants and contracts are recognized as earned when all eligibility requirements, including incurring allowable expenditures, have been met.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

H. Restricted assets: Certain assets of the Authority are classified as restricted assets in the Statement of Net Position because their use is limited by applicable bond covenants or TxDOT construction contracts. When the proceeds are restricted for the acquisition or construction of noncurrent assets or are restricted for liquidation of long-term debt, they are further classified as noncurrent restricted assets. The Authority's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available. In the financial statements, restricted net position is reported for amounts that are externally restricted by creditors (e.g., bond covenants), grantors, contributors or laws and regulations of other governments or law through constitutional provision or enabling legislation.

I. Income taxes: The Authority is an instrumentality of the state of Texas. As such, income earned in the exercise of its essential government functions is exempt from federal income taxes.

J. Pensions: The net pension liability, deferred outflows and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position of the Authority's participation in the Texas County and District Retirement System (TCDRS), an Agent Plan, and additions to/deductions from TCERS's fiduciary net position have been determined on the same basis as they are reported by TCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized in the TCERS net pension liability calculations when due and payable in accordance with the benefit terms. The investments are stated at fair value.

K. Deferred outflows and inflows of resources: The Authority has classified as deferred inflows of resources items that represent acquisition of net position that applies to future periods and will not be recognized as a revenue until then. The Authority has classified as deferred outflows of resources certain items that represent a consumption of resources that applies to a future period and, therefore, will not be recognized as an expense until then. Bond issuance cost, other than prepaid insurance, is expensed as incurred, in accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*. Deferred gains/losses on refunding (the difference between the reacquisition price and the carrying value of the existing debt) are recorded as deferred outflows of resources and amortized over the shorter of the life of the original bonds or the life of the refunding bonds.

L. Long-term obligations: Long-term obligations are reported as liabilities in the statement of net position and consist of notes and bonds payable and related premiums and discounts. The Authority amortizes premiums and discounts over the estimated life of the bonds as an adjustment to interest expense using the effective interest method.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 1. Organization and Summary of Significant Accounting Policies (Continued)

M. Classification of operating and nonoperating revenue and expenses: The Authority defines operating revenues and expenses as those revenues and expenses generated by the Authority's Tolling System (the 183A Turnpike Project, the 290E Project, the 183 South Project, the operations of the SH 71 Express Project and the SH 45 Southwest Project) and non-Tolling System (the MoPac Improvement Project). It also includes all revenues and expenses not related to capital and related financing, noncapital financing or investing activities. This definition is consistent with the Codification of Governmental Accounting and Financial Reporting Standards, which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, noncapital financing or investing activities. All revenues and expense not meeting this definition are reported as nonoperating revenue and expenses.

N. Estimates: The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts in the financial statements and the accompanying notes. Actual results could differ from those estimates.

O. Noncash disclosures for statements of cash flows: The Authority's outstanding 2021A TIFIA Bonds and the capital appreciation bonds Series 2010 and 2011 included accreted interest of \$29.8 million and \$7.4 million, respectively for the period ended June 30, 2022. The Authority issued its Senior Lien Revenue Refunding Bonds, Series 2021D and its Senior Lien Revenue Refunding Bonds, Taxable Series 2021E in the amount of \$615.4 million with a premium of \$44.9 million (the Refunding Bonds). The Refunding Bonds defeased a portion of other obligations and placed into escrow approximately \$660.1 million and pay certain issuance cost of \$4.5 million. The Authority also refunded a portion of the 2018 Series Bond Anticipation Notes in the amount of \$38.6 million and the 2017 Mopac Note in the amount of \$24.9 million.

P. Issued but not yet effective pronouncements: In March 2020, the GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. This Statement establishes standards of accounting and financial reporting for PPPs and APAs for governments. The requirements of this statement are effective for reporting periods beginning after June 15, 2022. The Authority does not have statutory authority to execute these agreements.

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on accounting and financial reporting for subscription based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. The requirements of this Statement are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. The Authority is evaluating the impact that adoption of this Statement will have on its financial position, results of operations and cash flows.

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*. This Statement clarifies the recognition and measurement guidance for compensated absences. This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. The requirements of this statement are effective for financial statements for reporting periods beginning after December 15, 2023. The Authority is evaluating the impact that adoption of this Statement will have on its financial position, results of operations and cash flows.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 2. Cash and Investments

The Authority's Board has adopted an Investment Policy to set forth the factors involved in the management of investment assets for the Authority. The Authority seeks to mitigate risk by investing in compliance with the investment policy, state statutes and bond indenture provisions by qualifying the broker or financial institution with whom the Authority will transact business, maintaining sufficient collateralization, portfolio diversification and limiting maturities.

TexSTAR Investment Pool and Goldman Sachs Fund balances are carried at amortized cost, which does not require categorization under GASB Statement No. 72, *Fair Value Measurements and Application*.

The Authority's enterprise fund had the following investments as of June 30:

Summary of Investments by Type	2022
Cash and cash equivalents:	
Cash	\$ 4,034,225
Goldman Sachs Financial Square Treasury Obligations Fund	831,271,244
TexSTAR Investment Pool	187,961,208
U.S. government sponsored enterprises and treasury notes	112,085,176
Total cash and investments	<u>\$ 1,135,351,853</u>
Unrestricted cash and cash equivalents	\$ 90,089,579
Unrestricted investments	96,766,386
Restricted cash and cash equivalents:	
Current	120,529,425
Noncurrent	624,686,465
Restricted investments	<u>203,279,998</u>
Total cash and cash equivalent and investment, as reported on the Statement of Net Position	<u>\$ 1,135,351,853</u>

The Authority utilizes various methods to measure the fair value of investments on a recurring basis. GASB Statement No. 72, *Fair Value Measurement and Application*, establishes a hierarchy that prioritizes inputs to valuation methods. The three levels of inputs are:

Level 1: Inputs are unadjusted quoted prices in active markets for identical assets and liabilities that the Authority has the ability to access.

Level 2: Inputs are observable other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. These inputs may include quoted prices for the identical instrument in an inactive market, prices for similar instruments, interest rates, prepayment speeds, credit risk, yield curves, default rates and similar data.

Level 3: Inputs are unobservable for the asset or liability, to the extent relevant observable inputs are not available, representing the Authority's own assumptions about the assumptions a market participant would use in valuing the asset or liability, and would be based on the best information available.

Hierarchy: The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs.

Central Texas Regional Mobility Authority

**Notes to Financial Statements
June 30, 2022**

Note 2. Cash and Investments (Continued)

The availability of observable inputs can vary from security to security and is affected by a wide variety of factors, including, for example, the type of security, whether the security is new and not yet established in the marketplace, the liquidity of markets, and other characteristics particular to the security. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3.

The inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes, the level in the fair value hierarchy within which the fair value measurement falls in its entirety, is determined based on the lowest level input that is significant to the fair value measurement in its entirety. Investments measured at net asset value do not have significant terms or conditions for redemption or commitment for additional funding. The inputs or methodology used for valuing securities are not necessarily an indication of the risk associated with investing in those securities.

The following tables summarize the inputs used as of June 30, 2022, for the Authority's investments measured at fair value:

Investment Type	Fair Value Hierarchy at June 30, 2022			Balance
	Level 1	Level 2	Level 3	
Farmer MAC	\$ -	\$ 112,085,176	\$ -	\$ 112,085,176
Total U.S. government sponsored enterprise securities and treasury notes	\$ -	\$ 112,085,176	\$ -	112,085,176
Investments at net asset value (NAV) based on amortized cost:				
Goldman Sachs Financial Square Treasury Obligations Fund				831,271,244
TexSTAR Investment Pool				187,961,208
Total				\$ 1,131,317,628

Custodial credit risk—deposits: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover its deposits or will not be able to recover its collateral securities that are in the possession of an outside party. The Authority has a formal policy specific to custodial credit risk, which requires bank deposit accounts to be collateralized with pledged securities equal to 105% of the carrying value.

Central Texas Regional Mobility Authority

**Notes to Financial Statements
June 30, 2022**

Note 2. Cash and Investments (Continued)

The Authority was fully collateralized with pledged securities held in the name of the pledging financial institution for amounts in excess of the Federal Deposit Insurance Corporation limit as of June 30, 2022. Cash deposits as of June 30, 2022, is \$4,034,227.

Custodial credit risk—investments: Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. Investment securities are exposed to custodial risk if the securities are uninsured, are not registered in the name of the Authority and are held by the counterparty, its trust or agent, but not in the Authority’s name. The Authority’s investment securities are not exposed to custodial credit risk because all securities are held by the Authority’s custodial bank in the Authority’s name.

Concentration of credit risk: Concentration of credit risk is the risk of loss attributed to the magnitude of the Authority’s investment in a single issuer. The Authority is authorized to invest funds in accordance with its investment policy, bond indentures and the Texas Public Funds Investment Act. Authorized investments include, but are not limited to: United States Treasury and federal agency issues, certificates of deposit issued by a state or national bank domiciled in the state of Texas, repurchase agreements collateralized by United States Treasury or federal agency securities, guaranteed investment contracts (GICs), obligations of states and municipalities, Securities and Exchange Commission (SEC) registered no-load money market mutual funds and local government investment pools. The Authority does not have a specific investment policy related to concentration of credit risk. The Authority does have a policy related to portfolio diversification.

With regards to investment composition, the Authority’s investment policy currently states that local government investment pools may not exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100% of total investment portfolio. No other parameters for investment composition are stated in the approved investment policy.

The Authority’s portfolio consisted of the following as of June 30:

	2022	
TexSTAR Investment Pool	\$ 187,961,208	16.6%
Goldman Sachs Financial Square Treasury Obligations Fund	831,271,244	73.5%
Farmer MAC	112,085,176	9.9%
Total	\$ 1,131,317,628	

Interest rate risk: Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio.

Central Texas Regional Mobility Authority

**Notes to Financial Statements
June 30, 2022**

Note 2. Cash and Investments (Continued)

The Authority's investment policy notes that with regard to maximum maturities, the Authority will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Authority will not directly invest operating or general funds in securities maturing more than 16 months from the date of purchase, unless approved by the Authority's Board. Investment of bond proceeds shall not exceed the projected expenditure schedule of the related project. Reserve funds may be invested in securities exceeding 12 months if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

As of June 30, 2022, the Authority's investments in debt securities mature as follows:

Investment Type	Investment Maturities (in Days)—2022				Fair Value
	90 Days or Less	91 to 180 Days	191 to 365 Days	Greater Than 365 Days	
Farmer MAC	\$ 112,085,176	\$ -	\$ -	\$ -	\$ 112,085,176
Total U.S. government sponsored enterprise securities and treasury notes	\$ 112,085,176	\$ -	\$ -	\$ -	\$ 112,085,176

Local Government Investment Pool: The Texas Short-Term Asset Reserve Fund (TexSTAR) is a public funds investment pool created pursuant to the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, and the Public Funds Investment Act, Texas Government Code, Chapter 2256. TexSTAR is managed by a 5-member board of trustees who has contracted with JPMorgan Investment Management, Inc. and First Southwest Asset Management, Inc. to administer the operations of the fund. TexSTAR is rated AAA by Standard & Poor's and maintains a weighted average maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The amounts can be withdrawn with limited notice.

The Authority has investments of \$187.96 million in TexSTAR as of June 30, 2022.

Money market mutual fund: The Goldman Sachs Financial Square Treasury Obligations Fund is a government money market fund. The fund values its securities using net asset value and is rated Aaa by Moody's. The fund has a balance of \$831.2 million as of June 30, 2022. The redemption frequency is one day and there are no unfunded commitments.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 2. Cash and Investments (Continued)

Credit risk: Credit risk is the risk than an issuer or other counterparty to an investment will not fulfill its obligations to the Authority. To help mitigate credit risk, credit quality guidelines are incorporated into the investment policy, as follows:

- Limiting investments to the safest types of securities, as listed above under the concentration of credit risk section
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the Authority will do business

The Authority's investments had the following credit risk structure as of June 30, 2022, based on Standard & Poor's ratings:

Standard & Poor's		
U.S. Government Sponsored Enterprise	Investment Grade Rating	2022
Farmer MAC	Not Rated	\$ 112,085,176
Total		<u>\$ 112,085,176</u>

Fiduciary Fund Investments

As of June 30, 2022, the investments in the Pension Trust Fund totaled \$1,526,798. The investments are held in Nationwide Collective Investment Fund and are reported at fair value. The investments are level 2 investments in that the Collective Investment Fund uses observable market data for the underlying investments that support the Collective Investment Fund to determine the fair value net of applicable contract fees.

As of June 30, 2022, the Custodial Fund investment in Goldman Sachs totaled \$5,794,522. The Goldman Sachs Financial Square Treasury Obligations Fund is a government money market fund. The fund values its securities using net asset value. The fund is rated Aaa by Moody's as of June 30, 2022. The redemption frequency is one day and there are no unfunded commitments.

The following address interest rate risk exposure by investment type, concentration of credit risk, credit risk and foreign currency risk. Investments held by the Plan are recorded at fair value. All assets held by the Plan are held in irrevocable trusts. The Pension Trust Fund investments are restricted by investment options provided in the Collective Investment Fund.

The Custodial Fund assets are invested in accordance with the investment policy of the Authority. Accordingly, the interest rate risk exposure by investment type, concentration of credit risk, credit risk and foreign currency risk are addressed with the Authority's disclosure for amount held in Goldman Sachs of \$5.7 million.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 2. Cash and Investments (Continued)

Interest rate risk: Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. The Plan does not have an interest rate risk policy. However, the investments held in the Plan are not exposed to interest rate risk as of June 30, 2022.

Credit risk: Credit risk is the risk than an issuer or other counterparty to an investment will not fulfill its obligations to the Plan. The Plan does not have a credit risk policy. However, the investments held in the Plan are not exposed to credit risk as of June 30, 2022.

Concentration of credit risk: Concentration of credit risk is the risk of loss attributed to the magnitude of the Plan's investment in a single issuer. The Plan does not have a concentration of credit risk policy. However, the Plan does not have concentration of credit risk as of June 30, 2022.

Foreign currency risk: The Plan does not have a foreign currency risk policy. There were no nondollar foreign investments held directly as of June 30, 2022.

Note 3. Capital Assets

The following schedule summarizes the capital assets of the Authority as of June 30, 2022:

	2021	Additions	Disposals/ Adjustments	Transfers	2022
Nondepreciable assets:					
Construction in progress	\$ 154,673,554	\$ 135,645,302	\$ (3,260,441)	\$ (21,349,442)	\$ 265,708,973
Right of way	88,149,606	-	-	-	88,149,606
Total nondepreciable assets	242,823,160	135,645,302	(3,260,441)	(21,349,442)	353,858,579
Depreciable assets:					
Property and equipment	7,339,466	460,257	(59,733)	-	7,739,990
Toll road:					
Building and toll facilities	7,062,332	-	-	-	7,062,332
Highways and bridges	1,972,058,424	3,562,737	-	21,349,442	1,996,970,603
Toll equipment	43,685,923	1,814,117	-	-	45,500,040
Signs	18,280,941	450,603	-	-	18,731,544
Land improvements	14,243,759	-	-	-	14,243,759
Total depreciable assets	2,062,670,845	6,287,714	(59,733)	21,349,442	2,090,248,268
Accumulated depreciation:					
Property and equipment	(4,146,461)	(1,578,816)	13,591	-	(5,711,686)
Building and toll facilities	(2,468,566)	(176,748)	-	-	(2,645,314)
Highways and bridges	(209,414,052)	(51,107,618)	-	-	(260,521,670)
Toll equipment	(21,209,880)	(4,074,433)	-	-	(25,284,313)
Signs	(4,589,000)	(1,016,571)	-	-	(5,605,571)
Land improvements	(7,159,556)	(884,934)	-	-	(8,044,490)
Total accumulated depreciation	(248,987,515)	(58,839,120)	13,591	-	(307,813,044)
Net property and equipment	\$ 2,056,506,490	\$ 83,093,896	\$ (3,306,583)	\$ -	\$ 2,136,293,803

Construction in progress as of June 30, 2022, consists of the following:

	2021	Additions	Disposals	Transfers	2022
Construction in progress:					
Preliminary and construction costs	\$ 141,448,357	\$ 130,717,832	\$ (3,260,441)	\$ (21,349,442)	\$ 247,556,306
Collection system	7,868,693	4,927,470	-	-	12,796,163
Capitalized interest	5,356,504	-	-	-	5,356,504
Net construction in progress	\$ 154,673,554	\$ 135,645,302	\$ (3,260,441)	\$ (21,349,442)	\$ 265,708,973

Including amortization expense, depreciation expense for the years ended June 30, 2022, totaled \$58,885,262.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 3. Capital Assets (Continued)

As of June 30, 2022, the Authority has the following other non-Tolling System capital assets (capital assets other than the 183A Turnpike Project, 45SW, the 290E Project, the 183 South Project and the SH 71 Express Project) in operation:

	2022
Capital assets in non-Tolling System projects:	
Building and toll facilities, net of depreciation	\$ 214,564,357
Toll equipment, net of depreciation	2,799,110
Total non-Tolling System projects	<u>\$ 217,363,467</u>

Note 4. Notes and Bonds Payable

The following schedule summarizes total notes and bonds payable for the year ended June 30, 2022:

	2021	Additions/ Accretion	Amortization/ Deductions	2022	Due Within One Year
Series 2010 Obligations (CAB bonds)	\$ 34,999,710	\$ -	\$ -	\$ 34,999,710	\$ -
Series 2010 CAB accretion	46,306,635	6,295,707	-	52,602,342	-
Total 2010 Obligations	<u>81,306,345</u>	<u>6,295,707</u>	<u>-</u>	<u>87,602,052</u>	<u>-</u>
Series 2011 Obligations (CAB Bonds)	9,999,944	-	(480,449)	9,519,495	1,868,357
Series 2011 CAB accretion	8,566,062	1,158,928	(404,551)	9,320,439	-
Total 2011 Obligations	<u>18,566,006</u>	<u>1,158,928</u>	<u>(885,000)</u>	<u>18,839,934</u>	<u>1,868,357</u>
Series 2013 Obligations	12,400,000	-	(6,200,000)	6,200,000	6,200,000
Series 2015A Bonds	298,790,000	-	(288,790,000)	10,000,000	-
Total 2015 Obligations	<u>298,790,000</u>	<u>-</u>	<u>(288,790,000)</u>	<u>10,000,000</u>	<u>-</u>
Sub Lien Refunding Bonds, Series 2016	73,055,000	-	(450,000)	72,605,000	1,170,000
Sr. Lien Refunding Bonds, Series 2016	348,295,000	-	(277,505,000)	70,790,000	11,450,000
Total 2016 Obligations	<u>421,350,000</u>	<u>-</u>	<u>(277,955,000)</u>	<u>143,395,000</u>	<u>12,620,000</u>
Sr. Lien Revenue Bonds, Series 2018	44,345,000	-	-	44,345,000	-
Sub Lien Revenue BANs, Series 2018	46,020,000	-	(46,020,000)	-	-
Total 2018 Obligations	<u>90,365,000</u>	<u>-</u>	<u>(46,020,000)</u>	<u>44,345,000</u>	<u>-</u>
Sr. Lien Revenue Bonds, Series 2020	217,425,000	-	-	217,425,000	-
Sub Lien Revenue BANs, Series 2020	110,875,000	-	-	110,875,000	-
Sr. Lien Refunding Bonds, Series 2020	194,640,000	-	(605,000)	194,035,000	630,000
Sub Lien Refunding Bonds, Series 2020	161,275,000	-	(1,125,000)	160,150,000	1,140,000
Total 2020 Obligations	<u>684,215,000</u>	<u>-</u>	<u>(1,730,000)</u>	<u>682,485,000</u>	<u>1,770,000</u>
Sub Lien Revenue Bonds, Series 2021A-TIFIA (183S)	304,684,652	7,293,214	-	311,977,866	-
Sub Lien Revenue Bonds Series, 2021A-TIFIA (290E)	-	39,325,835	-	39,325,835	-
Sr. Lien Revenue Bonds, Series 2021B	255,075,000	-	-	255,075,000	-
Sub Lien Revenue BANs, Series 2021C	244,185,000	-	-	244,185,000	-
Senior Lien Revenue Bonds, Series 2021E	-	340,765,000	(5,155,000)	335,610,000	3,025,000
Senior Lien Revenue Bonds, Series 2021D	-	274,625,000	-	274,625,000	475,000
Total 2021 Obligations	<u>803,944,652</u>	<u>662,009,049</u>	<u>(5,155,000)</u>	<u>1,460,798,701</u>	<u>3,500,000</u>
71E Toll Project Obligation	57,263,411	-	(2,186,146)	55,077,265	-
2017 MoPac Note	24,990,900	-	(24,990,900)	-	-
2022 MoPac Note	-	24,990,900	-	24,990,900	300,000
Total Other Obligations	<u>82,254,311</u>	<u>24,990,900</u>	<u>(27,177,046)</u>	<u>80,068,165</u>	<u>300,000</u>
Total notes, bonds and other obligations payable	2,493,191,314	694,454,584	(653,912,046)	2,533,733,852	26,258,357
Net premium (discount) on revenue bonds payable	238,244,837	(911,478)	(20,935,049)	216,398,310	-
Total notes, bonds and other obligations payable, net	<u>2,731,436,151</u>	<u>\$ 693,543,106</u>	<u>\$ (674,847,095)</u>	<u>2,750,132,162</u>	<u>\$ 26,258,357</u>
Less current maturities of notes and bonds payable	(90,476,349)	-	-	(26,258,357)	-
Total	<u>\$ 2,640,959,802</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,723,873,805</u>	<u>\$ -</u>

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

The Series 2010 Obligations, the Series 2011 Obligations, the Series 2013 Obligations, the Series 2015 Obligations, the Series 2016 Obligations, the Series 2018 Obligations, the Series 2020 Obligations, and the Series 2021 Obligations each as further described below, were issued or incurred by the Authority pursuant to a bond indenture between the Authority and the trustee named therein, and are secured by and payable from the trust estate established thereby, in the manner described in and subject to the terms and conditions of the bond indenture. The trust estate established by the bond indenture includes the revenues from the Tolling System. The Authority is required to establish and maintain toll rates in connection with the Tolling System as shall be sufficient to satisfy its rate covenant under the bond indenture.

Series 2010 Obligations: The Authority issued its Senior Lien Revenue Bonds, Series 2010 (Series 2010 Bonds or Series 2010 Obligations) on March 11, 2010. The outstanding Series 2010 Bonds were issued as capital appreciation bonds (CABs).

The proceeds of the Series 2010 Bonds were used to (i) finance a portion of the costs of the 183A Phase II Project; (ii) refund and redeem certain outstanding obligations of the Authority; (iii) pay capitalized interest with respect to the Series 2010 Bonds; (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and (v) pay certain issuance costs of the Series 2010 Bonds.

The Series 2010 Bonds are scheduled to mature in 2025 through 2040 at an aggregated maturity amount of \$176.1 million. The principal amount of \$34.9 million of the Series 2010 Bonds represents the total amount of outstanding principal before the accreted and compounded interest as of June 30, 2022.

Interest on the Series 2010 Bonds will accrete from the date of initial delivery to stated maturity at rates ranging from 7.20% to 7.85% and will compound on each July 1 and January 1, commencing July 1, 2010. Such accreted and compounded interest will be paid as part of the maturity amount at stated maturity.

The amount of accumulated accreted interest on the Series 2010 Bonds as of June 30, 2022, was \$52.6 million. The accumulated accreted interest is added to the outstanding principal on July 1 and January 1 of each year beginning July 1, 2010.

Series 2011 Obligations: The Authority issued its Senior Lien Revenue Bonds, Series 2011 (Series 2011 Bonds or Series 2011 Obligations) on June 29, 2011. The outstanding Series 2011 Bonds were issued as capital appreciation bonds (CABs).

The proceeds of the Series 2011 Obligations were used to (i) prepay and redeem certain outstanding obligations of the Authority; (ii) finance a portion of the costs of the 290E Phase II Project and as otherwise authorized in the Indenture; (iii) pay capitalized interest with respect to the Series 2011 Bonds; (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and (v) pay certain issuance costs of the Series 2011 Bonds.

The Series 2011 Bonds are scheduled to mature in 2023 through 2026 at an aggregated maturity amount of \$22.1 million. The principal amount of \$9.9 million for the Series 2011 Bonds represents the total amount of outstanding principal before the accreted and compounded interest as of June 30, 2022.

Interest on the Series 2011 Bonds will accrete from the date of initial delivery to stated maturity at rates ranging from 5.9% to 6.5% and will compound on each July 1 and January 1, commencing July 1, 2011. Such accreted and compounded interest will be paid as part of the maturity amount at stated maturity.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

The amount of accumulated accreted interest on the Series 2011 Bonds as of June 30, 2022 was \$9.3 million. The accumulated accreted interest is added to the outstanding principal on July 1 and January 1 of each year beginning July 1, 2011.

Series 2013 Obligations: The Authority issued its Senior Lien Revenue Refunding Bonds, Series 2013A (Series 2013A Senior Lien Bonds), and Subordinate Lien Revenue Refunding Bonds, Series 2013 (Series 2013 Subordinate Lien Bonds), collectively called the Series 2013 Obligations, on May 16, 2013.

The proceeds of the Series 2013 Obligations were used to (i) refund and redeem certain outstanding obligations of the Authority; (ii) make a deposit to the Subordinate Lien Debt Service Reserve Fund and (iii) pay certain issuance costs of the Series 2013 Obligations.

The Series 2013A Senior Lien Bonds were issued as current interest bonds and are scheduled to mature in 2023. Interest on the Series 2013A Senior Lien Bonds is calculated on the basis of a 360-day year of 12, 30-day months at a rate of 5%. Interest on the Series 2013A Senior Lien Bonds is payable on each July 1 and January 1, commencing July 1, 2013. As of June 30, 2022, the outstanding principal amount was \$3.4 million.

The Series 2013 Subordinate Lien Bonds were issued as current interest bonds and are scheduled to mature in 2023. Interest on the Series 2013 Subordinate Lien Bonds is calculated on the basis of a 360-day year of 12, 30-day months at the rate of 5%. Interest on the Series 2013 Subordinate Lien Bonds is payable on each July 1 and January 1, commencing July 1, 2013. As of June 30, 2022, the outstanding principal amount was \$2.7 million.

Series 2015 Obligations: The Authority issued its Senior Lien Revenue Bonds, Series 2015A (Series 2015A Bonds or Series 2015 Obligations) on November 19, 2015.

The proceeds of the Series 2015A Bonds were used to (i) finance and refinance the costs of designing, engineering, developing and constructing the 183 South Project; (ii) refund and redeem certain outstanding obligations of the Authority; (iii) pay capitalized interest with respect to the Series 2015A Bonds; (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and (v) pay certain issuance costs of the Series 2015A Bonds.

The Series 2015A Bonds were issued as current interest bonds and are scheduled to mature in 2025 through 2028. Interest on the Series 2015A Bonds is calculated on the basis of a 360-day year of 12, 30-day months at a rate of 5%. Interest on the Series 2015A Bonds is payable on each July 1 and January 1, commencing January 1, 2016. During fiscal year 2022, \$288.8 million in principal amount of the Series 2015A Bonds was refunded with a portion of the proceeds of the Series 2021E Bonds. As of June 30, 2022, the outstanding principal amount of the Series 2015A Bonds was \$10 million.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

Series 2016 Obligations: The Authority issued its Senior Lien Revenue Refunding Bonds, Series 2016 (Series 2016 Senior Lien Bonds) on June 1, 2016 and its Subordinate Lien Revenue Refunding Bonds, Series 2016 (Series 2016 Subordinate Lien Bonds) on August 9, 2016, collectively called the Series 2016 Obligations. The proceeds of the Series 2016 Obligations were used to (i) refund and redeem certain outstanding obligations of the Authority; (ii) make a deposit to the Subordinate Lien Debt Service Reserve Fund and (iii) pay certain issuance costs of the Series 2016 Obligations.

The Series 2016 Senior Lien Bonds were issued as current interest bonds and are scheduled to mature in 2023 through 2027 and in 2041. Interest on the Series 2016 Senior Lien Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rates ranging from 3.375% to 5%. Interest on the Series 2016 Senior Lien Bonds is payable on each July 1 and January 1, commencing July 1, 2016. During fiscal year 2022, \$266.9 million in principal amount of the Series 2016 Senior Lien Bonds was refunded with a portion of the proceeds of the Series 2021D Bonds. As of June 30, 2022, the outstanding principal amount of the Series 2016 Senior Lien Bonds was \$70.7 million.

The Series 2016 Subordinate Lien Bonds were issued as current interest bonds and are scheduled to mature in 2023 through 2036 and in 2041. Interest on the Series 2016 Subordinate Lien Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rates ranging from 3.125% to 5%. Interest on the Series 2016 Subordinate Lien Bonds is payable on each July 1 and January 1, commencing January 1, 2017. As of June 30, 2022, the outstanding principal amount was \$72.6 million.

Series 2018 Obligations: The Authority issued its Senior Lien Revenue Bonds, Series 2018 (Series 2018 Senior Lien Bonds) and its Subordinate Lien Revenue Bond Anticipation Notes, Series 2018 (Series 2018 Sub Lien BANs) on November 20, 2018, collectively called the Series 2018 Obligations. The proceeds of the Series 2018 Obligations were used to (i) finance the costs of designing, engineering, developing and constructing the 290 E Phase III Project; (ii) pay capitalized interest with respect to the Series 2018 Senior Lien Bonds and (iii) pay certain issuance costs of the Series 2018 Obligations.

The Series 2018 Senior Lien Bonds were issued as current interest bonds and are scheduled to mature in 2025 through 2039 and in 2043 and 2048. Interest on the Series 2018 Senior Lien Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 5%. Interest on the Series 2018 Senior Lien Bonds is payable on each July 1 and January 1, commencing January 1, 2019. As of June 30, 2022, the outstanding principal amount was \$44.3 million.

The Series 2018 Sub Lien BANs were issued as current interest bonds and were scheduled to mature in 2022. Interest on the Series 2018 Sub Lien BANs is calculated on the basis of a 360-day year of 12, 30-day months at rate of 4%. Interest on the Series 2018 Sub Lien BANs is payable on each July 1 and January 1, commencing January 1, 2019. During fiscal year 2022, the Series 2018 Sub Lien BANs were refunded and redeemed in whole with a portion of the proceeds of the 2021A TIFIA Bonds. As of June 30, 2022, the outstanding principal amount of the Series 2018 Sub Lien BANs was \$0.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

Series 2020 Obligations: The Authority issued its Senior Lien Revenue Bonds, Series 2020A (Series 2020A Bonds) on January 22, 2020. The Authority issued its Senior Lien Revenue Refunding Bonds, Series 2020B (Series 2020B Bonds), its Senior Lien Revenue Refunding Bonds, Taxable Series 2020C (Series 2020C Bonds) and its Subordinate Lien Revenue Refunding Bonds, Taxable Series 2020D (Series 2020D Bonds) on September 23, 2020. The Authority issued its Senior Lien Revenue Bonds, Series 2020E (Series 2020E Bonds), its Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (Series 2020F BANs) and its Subordinate Lien Revenue Refunding Bonds, Series 2020G (Series 2020G Bonds) on November 19, 2020. The Series 2020A Bonds, the Series 2020B Bonds, the Series 2020C Bonds, the Series 2020D Bonds, the Series 2020E Bonds, the Series 2020F BANs and the Series 2020G Bonds are collectively referred to as the Series 2020 Obligations.

Series 2020A Bonds: The proceeds of the Series 2020A Bonds were used to (i) prepay certain outstanding obligations of the Authority and (ii) pay certain issuance costs of the Series 2020A Bonds. The Series 2020A Bonds were issued as current interest bonds and are scheduled to mature in 2026 through 2040 and in 2044 and 2049. Interest on the Series 2020A Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 5%. Interest on the Series 2020A Bonds is payable on each January 1 and July 1, commencing July 1, 2020. As of June 30, 2022, the outstanding principal amount was \$50.26 million.

Series 2020B Bonds: The proceeds of the Series 2020B Bonds were used to (i) refund and redeem certain outstanding obligations of the Authority and (ii) pay certain issuance costs of the Series 2020B Bonds. The Series 2020B Bonds were issued as current interest bonds and are scheduled to mature in 2023 through 2040 and in 2045. Interest on the Series 2020B Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 4% to 5%. Interest on the Series 2020B Bonds is payable on each January 1 and July 1, commencing January 1, 2021. As of June 30, 2022, the outstanding principal amount was \$55.6 million.

Series 2020C Bonds: The proceeds of the Series 2020C Bonds were used to (i) refund and redeem certain outstanding obligations of the Authority and (ii) pay certain issuance costs of the Series 2020C Bonds. The Series 2020C Bonds were issued as current interest bonds and are scheduled to mature in 2024 through 2035 and in 2042. Interest on the Series 2020C Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 1.345% to 3.293%. Interest on the Series 2020B Bonds is payable on each January 1 and July 1, commencing January 1, 2021. As of June 30, 2022, the outstanding principal amount was \$138.4 million.

Series 2020D Bonds: The proceeds of the Series 2020D Bonds were used to (i) refund and redeem certain outstanding obligations of the Authority; (ii) make a deposit to the Subordinate Lien Debt Service Reserve Fund and (iii) pay certain issuance costs of the Series 2020D Bonds. The Series 2020D Bonds were issued as current interest bonds and are scheduled to mature in 2023 through 2031 and in 2035 and 2042. Interest on the Series 2020D Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 1.486% to 3.593%. Interest on the Series 2020D Bonds is payable on each January 1 and July 1, commencing January 1, 2021. As of June 30, 2022, the outstanding principal amount was \$98.5 million.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

Series 2020E Bonds: The proceeds of the Series 2020E Bonds will be used to (i) finance the costs of various improvements and extensions of the System, including the costs of the 183A Phase III Project, (ii) pay capitalized interest with respect to the Series 2020E Bonds, (iii) make a deposit to the Senior Lien Debt Service Reserve Fund and (iv) pay certain issuance costs of the Series 2020E Bonds. The Series 2020E Bonds were issued as current interest bonds and are scheduled to mature in 2029 through 2040 and in 2045 and 2050. Interest on the Series 2020E Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 4% to 5%. Interest on the Series 2020E Bonds is payable on each January 1 and July 1, commencing January 1, 2021. As of June 30, 2022, the outstanding principal amount was \$167.1 million.

Series 2020F BANs: The proceeds of the Series 2020F BANs will be used to (i) finance the costs of various improvements and extensions of the System, including the costs of the 183A Phase III Project, and (ii) pay certain issuance costs of the Series 2020F BANs. The Series 2020F BANs were issued as current interest bonds and are scheduled to mature in 2025. Interest on the Series 2020F BANs is calculated on the basis of a 360-day year of 12, 30-day months at rate of 5%. Interest on the Series 2020F BANs is payable on each January 1 and July 1, commencing January 1, 2021. As of June 30, 2022, the outstanding principal amount was \$110.8 million.

Series 2020G Bonds: The proceeds of the Series 2020G Bonds were used to (i) refund and redeem certain outstanding obligations of the Authority and (ii) pay certain issuance costs of the Series 2020G Bonds. The Series 2020G Bonds were issued as current interest bonds and are scheduled to mature in 2028 through 2040 and in 2045 and 2050. Interest on the Series 2020G Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rate of 4% to 5%. Interest on the Series 2020G Bonds is payable on each January 1 and July 1, commencing January 1, 2021. As of June 30, 2022, the outstanding principal amount was \$61.5 million.

Series 2021 Obligations: The Authority issued its Subordinate Lien Revenue Bonds, Taxable Series 2021A (2021A TIFIA Bonds) on February 26, 2021. The Authority issued its Senior Lien Revenue Bonds, Series 2021B (Series 2021B Bonds) and its Subordinate Lien Revenue Bond Anticipation Notes, Series 2021C (Series 2021C BANs) on April 14, 2021. The Authority issued its Senior Lien Revenue Refunding Bonds, Series 2021D (Series 2021D Bonds) and its Senior Lien Revenue Refunding Bonds, Taxable Series 2021E (Series 2021E Bonds) on October 26, 2021. The 2021A TIFIA Bonds, the Series 2021B Bonds, the Series 2021C BANs, the Series 2021D Bonds and the Series 2021E Bonds are collectively referred to as the Series 2021 Obligations.

2021A TIFIA Bonds: In February 2021, the Authority entered into a secured loan agreement (the 2021A TIFIA Loan Agreement) with the United States Department of Transportation, pursuant to which the Authority is authorized to borrow an aggregate amount not to exceed \$448,383,623 (the 2021A TIFIA Loan), excluding interest that is capitalized, to pay or reimburse the Authority for eligible project costs of the 183 South Project, the 290E Phase III Project and the 183A Phase III Project. The 2021A TIFIA Loan is comprised of the 183-S Tranche (in an aggregate principal amount not to exceed \$302,980,387 relating to the 183 South Project), the Manor Expressway Tranche (in an aggregate principal amount not to exceed \$38,690,346 relating to the 290E Phase III Project) and the 183A Tranche (in an aggregate principal amount not to exceed \$106,712,890 relating to the 183A Phase III Project).

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

The Authority's obligations to repay amounts borrowed under the 2021A TIFIA Loan Agreement are evidenced by the Authority's Subordinate Lien Revenue Bonds, Taxable Series 2021A (the 2021A TIFIA Bonds). The 2021A TIFIA Bonds are comprised of the 183-S TIFIA Bond (which evidences the Authority's obligations with respect to the 183-S Tranche of the 2021A TIFIA Loan), the Manor Expressway TIFIA Bond (which evidences the Authority's obligations with respect to the Manor Expressway Tranche of the 2021A TIFIA Loan) and the 183A TIFIA Bond (which evidences the Authority's obligations with respect to the 183A Tranche of the 2021A TIFIA Loan).

The 183-S TIFIA Bond, the Manor Expressway TIFIA Bond and the 183A TIFIA Bond bear interest at 2.19%, 2.20% and 2.20% per annum, respectively. The final maturity date of the 183-S TIFIA Bond is January 1, 2049. The final maturity date of the Manor Expressway TIFIA Bond is January 1, 2054. The final maturity date of the 183A TIFIA Bond will be the earlier of (a) the date that is thirty-five (35) years from the date of substantial completion of the 183A Phase III Project and (b) January 1, 2055.

Payments of principal and interest on the 2021A TIFIA Bonds are payable on each January 1 and July 1, commencing on July 1, 2024 for the 183-S TIFIA Bond, January 1, 2025 for the Manor Expressway TIFIA Bond, and for the 183A TIFIA Bond, the earlier of (i) January 1, 2029 and (ii) the semiannual payment date immediately preceding the fifth anniversary of the date of substantial completion of the 183A Phase III Project.

The Authority has received loan proceeds from the 183-S Tranche and the Manor Expressway Tranche of the 2021A TIFIA Loan of approximately \$282.2 million and \$38.6 million, respectively, through fiscal year 2022, which were used to refinance certain outstanding obligations of the Authority relating to the 183 South Project and the 290E Phase III Project. The Authority has not received any loan proceeds from the 183A Tranche of the 2021A TIFIA Loan. As of June 30, 2022, the Manor Expressway TIFIA Bond and the 183-S TIFIA Bond had an outstanding balance of \$39.3 million and \$311.5 million, respectively, which included accreted interest of approximately \$29.1 million for the 183-S TIFIA Bond and \$0.7 million for the Manor Expressway TIFIA Bond as part of the outstanding balance.

Series 2021B Bonds and Series 2021 BANS: A portion of the proceeds of the Series 2021B Bonds and Series 2021C BANS will be used to finance and refinance the costs of designing, engineering, developing and constructing the 183 North Mobility Project. The remaining proceeds of the Series 2021B Bonds and Series 2021C BANS were used to (i) pay capitalized interest with respect to the Series 2021B Bonds and the Series 2021C BANS, (ii) make a deposit to the Senior Lien Debt Service Reserve Fund and (iii) pay certain issuance costs of the Series 2021B Bonds and the Series 2021C BANS.

The Series 2021B Bonds were issued as current interest bonds and are scheduled to mature in 2029 through 2041 and in 2046 and 2051. The Series 2021C BANS were issued as current interest bonds and are scheduled to mature in 2027. Interest on the Series 2021B Bonds and Series 2021C BANS is calculated on the basis of a 360-day year of 12, 30-day months at rates of 4% to 5%. Interest on the Series 2021B Bonds and Series 2021C BANS is payable on each January 1 and July 1, commencing July 1, 2021. As of June 30, 2022, the outstanding principal amount on the Series 2021B Bonds and Series 2021C BANS was \$255.07 million and \$244.18 million, respectively.

Series 2021D and Series 2021E Bonds: A portion of the proceeds of the Series 2021D Bonds was used to refund and redeem a portion of the outstanding Series 2016 Senior Lien Bonds. A portion of the proceeds of the Series 2021E Bonds were used to refund and redeem a portion of the outstanding Series 2015A Bonds. The remaining proceeds of the Series 2021D Bonds and the Series 2021E Bonds were used to pay certain issuance costs thereof.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

The Series 2021D Bonds and Series 2021E Bonds were issued as current interest bonds and are scheduled to mature in 2023 through 2041, and in 2044, through 2046. Interest on the Series 2021D Bonds and Series 2021E Bonds is calculated on the basis of a 360-day year of 12, 30-day months at rates of 0.221% to 5%. Interest on the Series 2021D Bonds and Series 2021E Bonds is payable on each January 1 and July 1, commencing January 1, 2022. As of June 30, 2022, the outstanding principal amount on the Series 2021D Bonds and Series 2021E Bonds was \$274.6 million and \$335.6 million, respectively.

183N TIFIA Note: In December 2021, the Authority entered into a secured loan agreement (the 183N TIFIA Loan Agreement) with the United States Department of Transportation, pursuant to which the Authority is authorized to borrow an amount not to exceed \$250,289,625 (excluding interest that is capitalized) to pay eligible project costs of the 183 North Mobility Project. The Authority's obligation to repay amounts borrowed under the 183N TIFIA Loan Agreement is evidenced by a Subordinate Lien Revenue Promissory Note (the 183N TIFIA Note). The 183N TIFIA Note bears interest at 1.89% per annum and the final maturity date thereof will be the earlier of (i) the date that is 35 years from the date of substantial completion of the 183 North Mobility Project and (ii) January 1, 2056. Payments of principal and interest due on the 183N TIFIA Note are payable in the amounts set forth in the 183N TIFIA Loan Agreement on each January 1 and July 1, commencing on the earlier of (i) January 1, 2029 and (ii) the semiannual payment date on (or immediately preceding) the fifth anniversary of the date of substantial completion of the 183 North Mobility Project. The Authority has not received any loan proceeds pursuant to the 183N TIFIA Loan Agreement. As of June 30, 2022, the outstanding principal amount of the 183N TIFIA Note was \$0.

71E Toll Project Obligation to TxDOT: The Authority, the Capitol Area Metropolitan Planning Organization (CAMPO) and TxDOT approved the execution of a Project Agreement (the SH 71 Agreement) for the development of toll lanes on SH 71 extending from Presidential Boulevard to just east of SH 130, including the realignment of FM 973 where that road intersects with SH 71, which is referred to as the SH 71 Express Project.

Pursuant to a resolution adopted by the Authority's Board, the Authority waived and declined to exercise its option to develop, finance, and construct the SH 71 Express Project, and retained (and did not waive) its option to operate any potential toll lanes on the SH 71 Express Project and to retain the revenues generated therefrom. Upon completion of the SH 71 Express Project, the SH 71 Agreement obligates the Authority to operate and maintain the toll lanes and related infrastructure of the SH 71 Express Project developed, financed and constructed by TxDOT. The Authority will retain the revenues generated from the SH 71 Express Project, which will be used to pay operation and maintenance costs of the toll lanes, toll facilities and related equipment. After payment of such operation and maintenance costs, one-half of the remaining revenues from the SH 71 Express Project must be used to reimburse TxDOT for up to \$65.0 million of the costs of the SH 71 Express Project (the TxDOT Reimbursement Amount), plus interest thereon at 3.62% per annum.

The SH 71 Agreement obligates the Authority to repay the TxDOT Reimbursement Amount solely from one-half of the net revenues of the SH 71 Express Project over a 35-year term. The first payment was due on the first anniversary of substantial completion of the SH 71 Express Project and continues every year thereafter for a total of 35 years or until the TxDOT Reimbursement Amount and all accrued interest is paid. The SH 71 Express Project was substantially completed on March 8, 2017, and, accordingly, the first payment payable by the Authority to TxDOT under the SH 71 Agreement was due on March 8, 2018. In the event any annual payment is not sufficient to pay for all accrued interest due, the unpaid amount of accrued interest is added to the TxDOT Reimbursement Amount. Under the SH 71 Agreement, TxDOT is obligated to operate and maintain all other aspects of the SH 71 Express Project, including but not limited to, the general purpose lanes and the FM 973 realigned intersection with SH 71.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

As of June 30, 2017, the toll lanes of the SH 71 Express Project were operational and the Authority recorded a capital contribution of \$96.0 million and a note payable to TxDOT of \$65.0 million; however, payments made by the Authority in respect of the TxDOT Reimbursement Amount are paid as, and constitute, Operating Expenses under the terms of the Authority's bond indenture securing its outstanding toll revenue obligations. During fiscal year 2022, the Authority made principal payments on the TxDOT Reimbursement Amount of approximately \$1.2 million. As of June 30, 2022, the outstanding TxDOT Reimbursement Amount was approximately \$55.1 million.

2017 MoPac Note: In December 2017, the Authority entered into a secured loan agreement with a bank for an aggregate principal amount not to exceed \$24,990,900 that was evidenced by a promissory note (the 2017 MoPac Note). Proceeds from the 2017 MoPac Note were used to pay certain costs and expenses relating to the MoPac Improvement Project. The 2017 MoPac Note interest rate was LIBOR plus 1.44% per annum and was scheduled to mature on December 1, 2022. The 2017 MoPac Note required monthly interest payments on the outstanding balance starting January 1, 2018. The net revenues from the MoPac Improvement Project were pledged as collateral for the 2017 MoPac Note.

On May 10, 2022, the 2017 MoPac Note was prepaid in full with the proceeds of the 2022 MoPac Note. As of June 30, 2022, the outstanding principal amount was \$0.

2022 MoPac Note: On May 10, 2022, the Authority borrowed \$24,990,900 pursuant to a secured loan agreement entered into between the Authority and a bank, which is evidenced by a promissory note (the 2022 MoPac Note). The proceeds of the 2022 MoPac Note were used to prepay the 2017 MoPac Note in full. No additional amounts may be borrowed pursuant to the 2022 MoPac Note. Interest on the 2022 MoPac Note is payable on each January 1 and July 1, commencing July 1, 2022. The 2022 MoPac Note bears interest at a fixed rate of 3.18%, which is subject to adjustment in accordance with the terms thereof. The principal amount of the 2022 MoPac Note is payable in annual installments, which vary in amount, on each July 1, beginning on July 1, 2022 and continuing through July 1, 2027. The net revenues from the MoPac Improvement Project have been pledged as collateral for the 2022 MoPac Note. As of June 30, 2022, the outstanding principal amount was \$24,990,900.

Central Texas Regional Mobility Authority

Notes to Financial Statements
June 30, 2022

Note 4. Notes and Bonds Payable (Continued)

Future payments on debt obligations: Future payments of principal and interest on the Authority's bonds and notes described in this Note 4 (based on the scheduled payments) as of June 30, 2022, are as follows:

	Current Interest Bonds		Capital Appreciation Bonds		Notes Payable	
	Principal	Interest	Principal	Interest	Principal	Interest
2023	\$ 24,090,000	\$ 57,679,047	\$ 1,868,357	\$ 1,861,643	\$ 300,000	\$ 114,791
2024	28,115,000	57,330,232	3,346,476	3,878,525	925,000	785,171
2025	133,345,000	64,566,716	6,341,742	10,113,258	1,275,000	755,756
2026	28,690,023	59,037,266	4,636,952	9,118,048	1,400,000	715,211
2027	277,473,345	58,482,174	3,264,322	7,805,678	1,500,000	670,691
2028-2032	309,199,479	215,330,398	13,165,369	44,324,631	19,590,900	622,991
2033-2037	418,650,095	173,102,159	8,342,708	46,772,292	-	-
2038-2042	501,137,074	121,054,739	3,553,280	28,971,720	-	-
2043-2047	458,922,990	62,594,932	-	-	-	-
2048-2052	165,249,068	13,516,272	-	-	-	-
2053-2057	2,351,627	113,701	-	-	-	-
	<u>\$ 2,347,223,701</u>	<u>\$ 882,807,636</u>	<u>\$ 44,519,206</u>	<u>\$ 152,845,795</u>	<u>\$ 24,990,900</u>	<u>\$ 3,664,611</u>

	Total Debt Service	
	Principal	Interest
2023	\$ 26,258,357	\$ 59,655,481
2024	32,386,476	61,993,928
2025	140,961,742	75,435,730
2026	34,726,975	68,870,525
2027	282,237,667	66,958,543
2028-2032	341,955,748	260,278,020
2033-2037	426,992,803	219,874,451
2038-2042	504,690,354	150,026,459
2043-2047	458,922,990	62,594,932
2048-2052	165,249,068	13,516,272
2053-2057	2,351,627	113,701
Total	<u>2,416,733,807</u>	<u>\$ 1,039,318,042</u>
SH 71E Obligation	55,077,264	
Accreted interest—CABs	61,922,781	
	<u>117,000,045</u>	
	<u>\$ 2,533,733,852</u>	

As described above, the Series 2010 Bonds and the Series 2011 Bonds were issued as capital appreciation bonds. The accreted interest on the Series 2010 Bonds and Series 2011 Bonds are reflected on the Statement of Net Position as additional principal and is reflected in the interest column in this table in the amount of \$61,922,781. Additionally, the 2021A TIFIA Bonds also included accreted interest reflected on the Statement of Net Position as additional principal and is reflected in the interest column in this table.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 5. Deferred Outflow and Inflow of Resources

In accordance with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources and Net Position*, the Authority has classified the difference between the reacquisition price and the net carrying amount of the defeased debt as a deferred outflow of resources. The deferred outflow of resources is amortized over the term of the defeased bonds and recognized as a component of interest expense annually. The Authority has also deferred outflows and inflows of resources for certain pension related items in accordance with applicable pension standards as noted under Note 7.

The Authority's deferred outflow of resources balance is composed of the following:

	<u>June 30, 2022</u>
Deferred outflows from bond refundings	\$ 179,288,765
Pension-related amounts:	
Employer pension contribution	312,693
Experience changes	78,898
Assumption changes	577,322
	<u>\$ 180,257,678</u>

The Authority's deferred inflow of resources balance is composed of the following:

	<u>June 30, 2022</u>
Pension-related amounts:	
Experience changes	\$ 125,641
Difference in pension investment experience	1,691,840
	<u>\$ 1,817,481</u>

Note 6. Risk Management

In conjunction with its normal operations, the Authority is exposed to various risks related to the damage or destruction of its assets from both natural and man-made occurrences; tort/liability claims; errors and omissions claims; and professional liability claims. As a result of these exposures, the Authority carries insurance with a governmental risk pool under an "all risks" policy. All categories of insurance coverage in place were either maintained at current levels or increased as to overall limits of coverage and reduction of self-retained risk so as to reduce the overall exposure of risk to the Authority. There were no settlements in excess of insurance coverage during fiscal years 2022.

Note 7. Employee Retirement Plan

Plan description: The Authority participates in Texas County and District Retirement System (TCDRS). TCDRS is a statewide, agent multiple-employer, public employee retirement system. TCDRS is a nonprofit public trust providing pension, disability and death benefits for the eligible employees of participating counties and districts. TCDRS was established by legislative act in 1967 under authority of Article XVI of the Texas Constitution. The TCDRS Act (Subtitle F, Title 8, Texas Government Code) is the basis for TCDRS administration. TCDRS issues a publicly available annual financial report that includes financial statements and required supplementary information for the plan. That annual report may be downloaded at <http://www.tcdrs.com>.

Central Texas Regional Mobility Authority

Notes to Financial Statements

June 30, 2022

Note 7. Employee Retirement Plan (Continued)

Benefits provided: Effective the date of participation, the Authority provides retirement, disability and death benefits. A percentage of each employee's paycheck is deposited into his or her TCDRS account. That percentage has been set by the Authority at 7% and has elected a matching rate of \$2 to \$1. The employee's savings grow at a rate of 7%, compounded annually. At retirement, the employee's account balance is combined with the Authority's matching and converted into a lifetime monthly benefit. Employees receive a month of service time for each month that they make a deposit into their account. The amount of service an employee needs to earn a future benefit is called the vesting requirement. When an employee is vested, he or she has the right to a monthly benefit, which includes the employer matching contribution, at age 60 or older.

The Authority adopted a 5 year/Age 60 Retirement Eligibility described in Section 844.207 of the TCDRS Act, under which: (a) any TCDRS member who has 5 or more years of service credit with the District and other subdivisions that have adopted the provisions of Section 844.207 or 844.210, is a vested member and shall have the right to retire and receive a service retirement annuity after attaining age 60. In addition, employees may retire before age 60 if they meet one of the following requirements: vested employees may retire if their age plus years or service time add up to at least 75 or employees are allowed to retire at any age when they have at least 30 years of service time.

Any TCDRS member who is a vested member may terminate employment with all participating subdivisions prior to attaining age 60 and remain eligible to retire and receive a service retirement annuity after attaining age 60 provided his or her membership is not terminated other than by retirement.

Any TCDRS member who is a vested member under Section 844.207(d) may retire and receive a disability retirement annuity if he or she is certified as disabled, as defined by the plan.

Any TCDRS member who has four or more years of service credit with the District and other subdivisions is eligible for purposes of the Survivor Annuity Death Benefit.

Retirees elect to receive their lifetime benefit by choosing one of seven actuarially equivalent payment options. Prior service gives employees monetary credit for time worked for an eligible organization before it joined the system. Buybacks allow current employees to re-establish a closed TCDRS account from previous service with an employer. Partial lump sum payments at retirement allow employees to withdraw part of their TCDRS account balance as a lump sum at retirement with a reduced monthly benefit. In addition, the Authority may choose to adopt a cost-of-living adjustment (COLA) for its retirees. This adjusts retiree benefits to restore purchasing power lost due to the effects of inflation.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 7. Employee Retirement Plan (Continued)

Employees covered by benefit terms: The following employees were covered by the benefit terms as of the valuation date December 31:

	<u>2021</u>
Inactive employees or beneficiaries currently receiving benefits	8
Inactive employees entitled to, but not yet receiving benefits	16
Active employees	<u>28</u>
Total	<u><u>52</u></u>

Contributions: Plan members and the Authority are required to contribute at a rate set by statute. The contribution requirements of plan members and the Authority are established and may be amended. For 2021, the contribution rate for the plan members was 7% of gross pay. The Authority pays a matching portion to the pension plan totaling 14% of gross pay for 2021, which totaled \$739,110.

Net pension asset: The Authority's net pension asset was measured as of December 31, 2021 and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of that date.

Actuarial assumptions: The actuarial assumptions that determined the total pension liability as of December 31, 2021 were based on the results of an actuarial experience study for the period January 1, 2017, through December 31, 2020, except where required to be different by GASB Statement No. 68.

The total pension liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	<u>2021</u>
Inflation	2.50%
Salary increases (including inflation—varies by age and service—average over career)	4.70%
Investment rate of return	7.6%

Mortality rates were based on the following:

Depositing members: For the December 31, 2021 valuation, 135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Service retirees, beneficiaries and nondepositing members: For the December 31, 2021 valuation, 135% of the Pub-210 General Retirees Amount-Weighted Mortality Table for males and 120% of the Pub-2010 General Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Disabled retirees: For the December 31, 2021 valuation, 160% of the Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for males and 125% of the Pub-2010 General Disabled Retirees Amount-Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 7. Employee Retirement Plan (Continued)

Long-term rate of return on assets: The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant. The valuation assumption for long-term expected return is re-assessed at a minimum of every four years, and the most recent analysis was performed in 2021.

The capital market assumptions and information shown below are provided by TCDRS' investment consultant based on December 31, 2021, information for a seven- to 10-year time horizon.

Asset Class	Benchmark	Target Allocation (1)	Geometric Real Rate of Return (Expected Minus Inflation) (2)
United States Equities	Dow Jones U.S. Total Stock Market Index	11.5%	3.80%
Global Equities	MSCI World (net) Index	2.5%	4.10%
International Equities—Developed	MSCI World Ex USA (net)	5.0%	3.80%
International Equities—Emerging	MSCI EM Standard (net) index	6.0%	4.30%
Investment—Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.0%	-0.85%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.0%	1.77%
Direct Lending	S&P/LSTA Leveraged Loan Index	16.0%	6.25%
Distressed Debt	Cambridge Associates Distressed Index (3)	4.0%	4.50%
REIT Equities	67% FTSE NAREIT Equity REITs Index plus 33% S&P Global Real Estate Index	2.0%	3.10%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.0%	3.85%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (4)	6.0%	5.10%
Private Equity	Cambridge Associates Global Private Equity and Venture Capital Index (5)	25.0%	6.80%
Hedge Funds	Hedge Fund Research, Inc. Fund of Funds Composite Index	6.0%	1.55%
Cash Equivalents	90-Day U.S. Treasury	2.0%	-1.05%

- (1) Target asset allocation adopted at the March 2022 TCDRS Board meetings.
- (2) Geometric real rates of return equal the expected return for the asset class minus the assumed inflation rate of 2.6%, per Cliffwater's 2022 capital market assumptions.
- (3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
- (4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
- (5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

Central Texas Regional Mobility Authority

Notes to Financial Statements

June 30, 2022

Note 7. Employee Retirement Plan (Continued)

Discount rate: The discount rate used to measure the total pension liability was 7.6% for December 31, 2021. In order to determine the discount rate to be used by the employer, the TCDRS used an alternative method to determine the sufficiency of the fiduciary net position in all future years. The alternative method reflects the funding requirements under the employer's funding policy and the legal requirements under the TCDRS Act.

- (1) TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability shall be amortized as a level percent of pay over 20-year closed layered periods.
- (2) Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.
- (3) The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.
- (4) Any increased cost due to the adoption of a COLA is required to be funded over a period of 15 years, if applicable.

Changes in net pension liability (asset): Based on the above, the projected fiduciary net position is determined to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability of the Authority is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses for GASB Statement No. 68 purposes. Therefore, the system has used a discount rate of 7.6%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 7.5%, net of all expenses, increased by 0.1% to be gross of administrative expenses.

Central Texas Regional Mobility Authority

**Notes to Financial Statements
June 30, 2022**

Note 7. Employee Retirement Plan (Continued)

Changes in Net Pension Liability (Asset) 2022			
Changes in Net Pension Liability (Asset)	Increase (Decrease)		
	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balances as of December 31, 2020	\$ 11,657,507	\$ 12,248,751	\$ (591,244)
Changes for the year:			
Service cost	846,844	-	846,844
Interest on total pension liability (1)	940,060	-	940,060
Effect of plan changes (2)	14,249	-	14,249
Effect of economic/demographic (gains) or losses	(20,688)	-	(20,688)
Effect of assumptions changes or inputs	76,337	-	76,337
Refund of contributions	(2,279)	(2,279)	-
Benefit payments	(273,039)	(273,039)	-
Administrative expenses	-	(8,542)	8,542
Member contributions	-	301,698	(301,698)
Net investment income	-	2,776,384	(2,776,384)
Employer contributions	-	721,277	(721,277)
Other (3)	-	24,559	(24,559)
Balances as of December 31, 2021	<u>\$ 13,238,991</u>	<u>\$ 15,788,809</u>	<u>\$ (2,549,818)</u>

- (1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.
- (2) Reflects plan changes adopted effective in 2022.
- (3) Relates to allocation of system-wide items.

Central Texas Regional Mobility Authority

**Notes to Financial Statements
June 30, 2022**

Note 7. Employee Retirement Plan (Continued)

Sensitivity analysis: The following presents the net pension asset/liability of the Authority, calculated using the discount rate of 7.6%, as well as what the net pension asset/liability would be if it were calculated using a discount rate that is percentage point lower (6.6%) or 1 percentage point higher (8.6%) than the current rate.

	December 31, 2021		
	1.0% Decrease	Current	1.0% Increase
	6.6%	Discount Rate 7.6%	8.6%
Total pension liability	\$ 14,972,952	\$ 13,238,991	\$ 11,782,987
Fiduciary net position	15,788,806	15,788,809	15,788,806
Net pension liability / (asset)	(815,854)	(2,549,818)	(4,005,819)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separate issued TCDRS report.

Pension expense: the Authority recognized the following pension related expense for the period ending December 31, 2021:

Pension Expense (Income)	
Service cost	\$ 846,844
Interest on total pension liability (1)	940,060
Effect of plan changes	14,249
Administrative expenses	8,542
Member contributions	(301,698)
Expected investment return net of investment expenses	(959,393)
Recognition of deferred inflows/ outflows of resources	
Recognition of economic/ demographic gains or losses	(30,533)
Recognition of assumption changes or inputs	93,107
Recognition of investment gains or losses	(452,778)
Other (2)	(24,555)
Pension expense	<u>\$ 133,845</u>

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) Relates to allocation of system-wide items.

Central Texas Regional Mobility Authority

**Notes to Financial Statements
June 30, 2022**

Note 7. Employee Retirement Plan (Continued)

Deferred inflows and outflows of resources: the deferred inflows and outflows of resources are as follows:

Deferred Inflows / Outflows of Resources	December 31, 2021	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 78,898	\$ 125,641
Changes of assumptions	577,322	-
Net difference between projected and actual earnings	-	1,691,840
Contributions made subsequent to measurement date	312,693	-
	<u>\$ 968,913</u>	<u>\$ 1,817,481</u>

Contributions made subsequent to the measurement date are eligible employer contributions made from January 1, 2022 through June 30, 2022. Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

Years ending December 31:	
2022	\$ (314,413)
2023	(470,447)
2024	(328,574)
2025	(271,693)
2026	82,593
Thereafter	141,273
	<u>\$ (1,161,261)</u>

Note 8. Disaggregation of Receivable and Payable Balances

Due from other agencies are comprised of current intergovernmental receivables and amounts due from other entities related to toll tag transactions on the Authority's toll roads. The Authority does not issue toll tags; however, the Authority has contracted with TxDOT and other tolling entities located both within and outside the State of Texas to handle customer service and operations related to the toll tag transactions at June 30, 2022. Accounts payable balances are comprised of 100% current payables to contractors and vendors at June 30, 2022.

As of June 30, 2022, the receivable from TxDOT comprises 69.2%. The total balances are as follows:

	June 30, 2022
TxDOT	\$ 13,311,273
Agencies	2,770,089
Other governments	3,136,378
Total	<u>\$ 19,217,740</u>

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 9. Commitments and Contingent Liabilities

Commitments: The Authority has a capital improvement program for roadway construction projects extending into future years. As of June 30, 2022, the Authority has the 183 North Project and the 183A PH III Project which are significant ongoing toll projects with a capital budget of approximately \$871 million. The Authority's construction commitments related to its 183 North and 183A PH III toll projects are approximately \$574.3 million as of June 30, 2022. All contracts contain a termination for convenience clause in which such contracts may be terminated, in whole or in part, for the convenience of the Authority.

CAMPO Interlocal Agreement: Capital Area Metropolitan Planning Organization (CAMPO) is the designated metropolitan planning organization for Central Texas. As part of the designated planning organization, CAMPO received approximately \$136 million in grant funds of which \$130 million was allocated to the MoPac Improvement Project. The funding received was made available for transportation projects in the Austin area. As part of the construction of the MoPac Improvement Project, the Authority executed an agreement with CAMPO. The executed agreement calls for the sharing of surplus revenue generated from the MoPac Improvement Project by setting up a Regional Infrastructure Fund (RIF) account. The RIF account was created upon execution of the agreement with CAMPO. The Authority funded deposits into the RIF account from the surplus revenue from the MoPac Improvement Project. The amounts placed in the RIF account in accordance with the agreement are to be used to fund other CAMPO identified transportation projects in the region. As of June 30, 2022, the Authority has funded inception to date amounts of \$16,206,000, which is deposited in the RIF account. The commitment to the RIF account is dependent upon there being surplus revenue of the MoPac Improvement Project in the future such that the remaining amount payable to the RIF account pursuant to the CAMPO agreement of \$230 million, may be paid through fiscal year 2041. The Authority's funding into the RFI is done annually on September 1 and such funding resulted in RIF expense of \$5.0 million for the period ending June 30, 2022.

Litigation: As of June 30, 2022, the Authority is involved in various contract disputes on its construction projects. Based on the status of the claims and the information available, the Authority believes that a liability has not been incurred as of the date of the financial statements. The Authority believes it has substantial defenses against these claims and the resolution of these matters will not have a material adverse effect on its financial statements.

Central Texas Regional Mobility Authority

Notes to Financial Statements June 30, 2022

Note 10. Authority's Tolling System Disclosure

During fiscal years 2022, the Authority had non-Tolling System assets generating revenue (the MoPac Improvement Project). For fiscal years 2022, activity of the MoPac Improvement Project consisted of approximately 10.6 million transactions, and approximately \$9.7 million in revenue.

Governments that report enterprise funds or that use enterprise fund accounting and reporting standards to report their activities are required to present segment information for defined activities in the notes to the financial statements. For purposes of this disclosure, a segment is an identifiable activity reported as or within an enterprise fund or other stand-alone entity for which one or more revenue bonds or other revenue-backed debt instruments outstanding with a revenue pledge to support that debt. In addition, the activities, revenue, expenses, gains and losses, assets and liabilities are required to be accounted for separately. The requirement for separate accounting for the Authority's Tolling System is also imposed by the bond indenture. A segment has a specific identifiable revenue stream pledged in support of revenue bonds or other revenue backed debt and has related expenses, gains and losses, assets, and liabilities that can be identified.

The following is condensed financial information for the Authority's Tolling System activities:

Statement of Net Position

	<u>June 30</u> <u>2022</u>
<u>Assets and Deferred Outflows</u>	
Current assets	\$ 307,438,153
Restricted assets	834,868,963
Pension asset	2,549,818
Capital assets	<u>1,912,502,837</u>
Total assets	3,057,359,771
Deferred outflows of resources	<u>180,257,678</u>
Total assets and deferred outflows of resources	<u><u>\$ 3,237,617,449</u></u>
<u>Liabilities and Deferred Inflows</u>	
Current liabilities	\$ 120,248,330
Noncurrent liabilities	<u>2,699,367,906</u>
Total liabilities	2,819,616,236
Deferred inflows of resources	<u>1,817,481</u>
Total liabilities and deferred inflows of resources	<u>2,821,433,717</u>
Net position:	
Total net position	416,183,732
Total liabilities, deferred inflows of resources and net position	<u><u>\$ 3,237,617,449</u></u>

Central Texas Regional Mobility Authority

Notes to Financial Statements
June 30, 2022

Note 10. Authority's Tolling System Disclosure (Continued)

Statements of Revenues, Expenses and Changes in Net Position

	<u>June 30</u> <u>2022</u>
Operating revenues	\$ 165,172,680
Operating expenses, including depreciation and amortization	<u>95,397,956</u>
Operating income	69,774,724
Total net nonoperating revenues (expenses)	<u>(85,569,642)</u>
Change in net position	(15,794,918)
Total net position at beginning of year	431,978,650
Total net position at end of year	<u>\$ 416,183,732</u>

Statement of Cash Flows

	<u>June 30</u> <u>2022</u>
Net cash flows provided by operating activities	\$ 120,090,171
Net cash flows provided by capital and related financing activities	(268,156,569)
Net cash flows used in investing activities	<u>135,784,456</u>
Net decrease in cash and cash equivalents	(12,281,942)
Cash and cash equivalents at beginning of year	<u>828,439,568</u>
Cash and cash equivalents at end of year	<u>\$ 816,157,626</u>

Note 11. Subsequent Events

Subsequent events have been evaluated through October 27, 2022, the date the financial statements were available to be issued.

Central Texas Regional Mobility Authority

Required Supplementary Information—Pension Plan
Schedule of Changes in Net Pension Assets and Related Ratios
As of Years Ended December 31

	2021	2020	2019	2018	2017	2016	2015
Total pension liability:							
Service cost	\$ 846,844	\$ 791,930	\$ 714,326	\$ 623,080	\$ 621,685	\$ 636,083	\$ 474,778
Interest on total pension liability	940,060	825,944	705,006	599,756	512,318	417,633	361,003
Effect of plan changes	14,249	16,761	16,858	-	-	-	(33,691)
Effect of assump. changes or inputs	76,337	642,701	-	-	15,820	-	42,041
Effect of economic/ demographic (gains) or losses	(20,688)	21,833	49,571	32,484	(34,008)	(152,926)	(193,519)
Benefit payments/ refunds	(275,318)	(91,355)	(50,070)	(44,409)	(31,286)	(51,685)	(2,212)
Net change in total pension liability	1,581,484	2,207,814	1,435,691	1,210,911	1,084,529	849,105	648,400
Total pension liability, beginning	11,657,507	9,449,693	8,014,002	6,803,091	5,718,562	4,869,457	4,221,057
Total pension liability, ending (a)	13,238,991	11,657,507	9,449,693	8,014,002	6,803,091	5,718,562	4,869,457
Fiduciary net position:							
Employer contributions	721,277	604,572	560,263	484,115	457,484	422,157	361,493
Member contributions	301,698	302,284	280,130	242,056	228,848	211,078	180,742
Investment income net of inv exp	2,776,384	1,070,532	1,344,360	(134,521)	897,084	378,134	(162,009)
Benefit payments/ refunds	(275,317)	(91,356)	(50,069)	(44,409)	(31,286)	(51,685)	(2,211)
Administrative expenses	(8,542)	(8,963)	(7,885)	(6,579)	(5,074)	(4,113)	(3,541)
Other	24,558	25,157	28,500	21,078	8,731	46,648	955
Net change in fiduciary net position	3,540,058	1,902,226	2,155,299	561,740	1,555,787	1,002,219	375,429
Fiduciary net position, beginning	12,248,751	10,346,525	8,191,226	7,629,486	6,073,699	5,071,480	4,696,051
Fiduciary net position, ending (b)	15,788,809	12,248,751	10,346,525	8,191,226	7,629,486	6,073,699	5,071,480
Net pension liability (asset), ending = (a) - (b)	\$ (2,549,818)	\$ (591,244)	\$ (896,832)	\$ (177,224)	\$ (826,395)	\$ (355,137)	\$ (202,023)
Fiduciary net position as a % of total pension liability	119.26%	105.07%	109.49%	102.21%	112.15%	106.21%	104.15%
Pensionable covered payroll	\$ 4,309,967	\$ 4,318,340	\$ 4,001,855	\$ 3,457,946	\$ 3,269,251	\$ 3,015,395	\$ 2,582,032
Net pension asset as a percentage of covered payroll	(59.16%)	(13.69%)	(22.41%)	(5.13%)	(25.28%)	(11.78%)	(7.82%)

Fiduciary net position as a % of total pension liability
Pensionable covered payroll
Net pension asset as a percentage of covered payroll

The Schedule of Changes in Net Pension Assets and related Ratio disclosure is required for 10 years. The schedule noted above is only for the years which the new GASB Statements have been implemented.

Central Texas Regional Mobility Authority

**Required Supplementary Information—Pension Plan (Continued)
Schedule of Employer Contributions**

Year Ending	Actuarially Determined Contribution (1)	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll (2)	Actual Contribution as a Percentage of Covered Payroll
2012	\$ 251,978	\$ 286,789	\$ (34,811)	\$ 2,048,602	14.0%
2013	261,182	304,447	(43,265)	2,174,701	14.0%
2014	284,621	327,807	(43,186)	2,342,556	14.0%
2015	302,614	361,493	(58,879)	2,582,032	14.0%
2016	341,041	422,157	(81,116)	3,015,395	14.0%
2017	383,156	457,484	(74,328)	3,269,251	14.0%
2018	402,505	484,115	(81,610)	3,457,946	14.0%
2019	461,814	560,263	(98,449)	4,001,855	14.0%
2020	519,928	604,572	(84,644)	4,318,340	14.0%
2021	515,903	721,277	(205,374)	4,309,967	16.7%

(1) TCDRS calculates actuarially determined contributions on a calendar year basis. GASB No. 68 indicates the Authority should report contribution amounts on a fiscal year basis.

(2) Payroll is calculated based on contributions as reported for the fiscal year to TCDRS.

Central Texas Regional Mobility Authority

**Required Supplementary Information—Pension Plan (Continued)
Notes to Schedule of Employer Contributions and Net Pension Liability
June 30, 2022**

Actuarial methods and assumptions used: Following are the key assumptions and methods used in determining the actuarially determined contribution:

Valuation Timing	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Individual entry age normal cost method, as required by GASB Statement No. 68, used for GASB calculations. A slightly different version of the entry age normal cost method is used for the funding actuarial valuation.
Asset Valuation Method Smoothing period Recognition method Corridor	5 years Non-asymptotic None
Economic Assumptions Inflation Salary increases Investment rate of return COLAs	2.50% 3.00% (made up of 2.5% inflation and 0.50% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.70% per year for a career employee. 7.50% COLAs for the Authority are not considered to be substantively automatic under GASB Statement No. 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations. No assumption for future cost-of-living adjustments is included in the funding valuation.

Central Texas Regional Mobility Authority

Required Supplementary Information—Pension Plan (Continued)
 Notes to Schedule of Employer Contributions and Net Pension Liability
 June 30, 2022

Demographic assumptions—related to December 31, 2021 valuation:

Age	Annual Rates of Service Retirement*				
	Active Svc. < 15	Active Svc. 15-24	Active Svc. 25-29	Active Svc. 30+	Deferred All Svc.
40–49	5.3%	6.3%	7.7%	8.8%	0.0%
50	5.6	6.8	8.3	9.4	0.0
51	5.6	6.8	8.3	9.4	0.0
52	6.0	7.2	8.8	10.0	0.0
53	6.0	7.2	8.8	10.0	0.0
54	6.8	8.1	9.9	11.3	0.0
55	6.8	8.1	9.9	11.3	0.0
56	6.8	8.1	9.9	11.3	0.0
57	7.5	9.0	11.0	12.5	0.0
58	7.5	9.0	11.0	12.5	0.0
59	7.5	9.0	11.0	12.5	0.0
60	9.0	10.8	13.2	15.0	12.0
61	9.0	10.8	13.2	15.0	12.0
62	13.5	16.2	19.8	22.5	18.0
63	11.3	13.5	16.5	18.8	15.0
64	11.3	13.5	16.5	18.8	15.0
65	22.5	22.5	27.5	27.5	25.0
66	22.5	22.5	27.5	27.5	25.0
67	21.6	21.6	26.4	26.4	24.0
68	18.9	18.9	23.1	23.1	21.0
69	18.9	18.9	23.1	23.1	21.0
70	20.7	20.7	25.3	25.3	23.0
71	20.7	20.7	25.3	25.3	23.0
72	20.7	20.7	25.3	25.3	23.0
73	20.7	20.7	25.3	25.3	23.0
74	20.7	20.7	25.3	25.3	23.0
75 and above	100.0	100.0	100.0	100.0	100.0

*For all eligible members ages 75 and later, retirement is assumed to occur immediately.

Other terminations of employment: The rate of assumed future termination from active participation in the plan for reasons other than death, disability or retirement vary by length of service, entry-age group (age at hire), and sex. No termination after eligibility for retirement is assumed.

Central Texas Regional Mobility Authority

Required Supplementary Information—Pension Plan (Continued)
Notes to Schedule of Employer Contributions and Net Pension Liability
June 30, 2022

Withdrawals: Members who terminate may either elect to leave their account with TCDRS or withdraw their funds. The probability that a member elects a withdrawal varies by length of service and vesting schedule. Rates applied to your plan are shown in table below. For nondepositing members who are not vested, 100% are assumed to elect a withdrawal.

Probability of Withdrawal			
Years of Service	Probability	Years of Service	Probability
0	100%	15	26
1	100	16	25
2	100	17	24
3	100	18	23
4	100	19	22
5	40	20	21
6	38	21	20
7	36	22	19
8	34	23	19
9	33	24	18
10	32	25	18
11	31	26	17
12	30	27	17
13	29	28	16
14	27	29*	16

*Members with more than 29 years of service are not assumed to refund.

Central Texas Regional Mobility Authority

Supplementary Information—Indenture Cash Flow and Debt Service Coverage June 30, 2022

Toll revenues*		\$ 165,151,075
Other revenues		(204,974)
Miscellaneous revenue*		226,580
Interest income available to pay debt service		<u>1,737,677</u>
Total revenues		<u>166,910,358</u>
Less system operating expenses		<u>(26,376,114)</u>
Revenues available for rate covenant and additional bonds tests		140,534,244
Net senior lien debt service	\$ 59,276,938	
Net subordinate lien debt service	<u>19,744,390</u>	
Total net debt service	<u>79,021,328</u>	
Debt service coverage ratios for rate covenant and additional bonds test:		
Senior lien obligations	2.37	
Senior and subordinate lien obligations	1.78	
Less system maintenance expenses		<u>(4,882,168)</u>
Revenues available for debt service		<u>135,652,076</u>
Debt service coverage ratios for revenues available for debt service:		
Senior lien obligations	2.29	
Senior and subordinate lien obligations	1.72	
Less total net debt service		(79,021,328)
Less deposits to renewal and replacement fund		-
Less debt service payments on other obligations		<u>-</u>
Annual excess**		<u><u>\$ 56,630,748</u></u>

* Total operating revenue for segment reporting of \$165,172,680 consists of toll revenue and excludes miscellaneous revenue and interest income.

** Subject to reserve policies.

Exhibit C

State Awards Compliance Report

Central Texas Regional Mobility Authority

State Awards Compliance Report
Year Ended June 30, 2022

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RSM US LLP

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance
With *Government Auditing Standards***

Independent Auditor's Report

Board of Directors
Central Texas Regional Mobility Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the fiduciary activities of Central Texas Regional Mobility Authority (the Authority) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated October 27, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RSM US LLP

Austin, Texas
October 27, 2022



RSM US LLP

**Report on Compliance for the Major State Program,
Report on Internal Control Over Compliance and Report on
Schedule of Expenditures of State Awards Required by the
State of Texas *Uniform Grant Management Standards***

Independent Auditor's Report

Board of Directors
Central Texas Regional Mobility Authority

Report on Compliance For the Major Program

Opinion on the Major State Program

We have audited Central Texas Regional Mobility Authority's (the Authority) compliance with the types of compliance requirements identified as subject to audit in the State of Texas *Uniform Grant Management Standards* (UGMS) that could have a direct and material effect on the Authority's major state program for the year ended June 30, 2022. The Authority's major state program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major state program for the year ended June 30, 2022.

Basis for Opinion on the Major State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of State of Texas *Uniform Grant Management Standards*. Our responsibilities under those standards and the UGMS are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major state program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's state program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the UGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the UGMS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the UGMS. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of State Awards Required by the State of Texas *Uniform Grant Management Standards*

We have audited the financial statements of the business-type activities and the fiduciary activities of the Authority as of and for the year ended June 30, 2022, which collectively comprise the Authority's basic financial statements. We issued our report thereon dated October 27, 2022, contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of state awards is presented for purposes of additional analysis as required by the UGMS and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

RSM US LLP

Austin, Texas
October 27, 2022

Central Texas Regional Mobility Authority

**Schedule of Expenditures of State Awards
Year Ended June 30, 2022**

<u>State Grantor/Program Title</u>	<u>State Grant Award Number</u>	<u>Passed Through to Subrecipients</u>	<u>State Expenditures</u>
Texas Department of Transportation:			
MoPac South Project Environmental Assessment	CSJ 3136-01-176	\$ -	\$ 922,679
Total state expenditures		<u>\$ -</u>	<u>\$ 922,679</u>

See notes to schedule of expenditures of state awards.

Central Texas Regional Mobility Authority

Notes to Schedule of Expenditures of State Awards Year Ended June 30, 2022

Note 1. Summary of Significant Accounting Policies

Reporting entity: The schedule of expenditures of state awards (the Schedule) includes the activity of all state programs administered by Central Texas Regional Mobility Authority (the Authority). Because this Schedule presents only a selected portion of the operations of the Authority, it is not intended to, and does not, present the financial position, changes in net position or cash flows of the Authority.

Basis of presentation: The Schedule presents total state awards expended for each individual program in accordance with the State of Texas *Uniform Grant Management Standards*.

Basis of accounting: The expenditures for each of the state financial assistance programs are presented on the accrual basis of accounting for the Authority's fiscal year. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, *Cost Principles for State and Local and Governments*, or the cost principles contained in the State of Texas *Uniform Grant Management Standards*, Cost Principles and Audit Requirements for State Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 2. Indirect Costs

The Authority did not apply or use an indirect cost rate as defined by UGMS for the period ended June 30, 2022.

Central Texas Regional Mobility Authority

**Schedule of Findings and Questioned Costs
Year Ended June 30, 2022**

Section I

Summary of Auditor's Results

1. Financial Statements

Type of auditor's report issued on whether the financial statements were prepared in accordance with accounting principles generally accepted in the United States of America:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

 Yes X No

Significant deficiency(ies) identified?

 Yes X None Reported

Noncompliance material to financial statements noted?

 Yes X No

2. State Awards

Internal control over major state programs:

Material weakness(es) identified?

 Yes X No

Significant deficiency(ies) identified?

 Yes X None Reported

Type of auditor's report issued on compliance for the major state program:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with the UGMS

 Yes X No

Identification of major state program:

State Award Number(s)
CSJ 3136-01-176

Name of State Program or Cluster
MoPac South Project Environmental Assessment

Dollar threshold used to distinguish between type A and type B programs:

\$ 300,000

Auditee qualified as low-risk auditee?

 X Yes No

Section II

Financial Statement Findings

A. Internal Control

None reported.

B. Compliance Findings

None reported.

Central Texas Regional Mobility Authority

Schedule of Findings and Questioned Costs (Continued)
Year Ended June 30, 2022

Section III

State Award Finding and Questioned Costs

A. Internal Control

None reported.

B. Compliance Findings

None reported.

Central Texas Regional Mobility Authority

**Schedule of Prior Audit Findings
Year Ended June 30, 2022**

Prior Year State Award Finding and Questioned Costs

None reported

Exhibit D

Federal Awards Compliance Report

Central Texas Regional Mobility Authority

Federal Awards Compliance Report
Year Ended June 30, 2022

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RSM US LLP

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an
Audit of Financial Statements Performed in Accordance
With *Government Auditing Standards***

Independent Auditor's Report

Board of Directors
Central Texas Regional Mobility Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the fiduciary activities of Central Texas Regional Mobility Authority (the Authority), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated October 27, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RSM US LLP

Austin, Texas
October 27, 2022



RSM US LLP

**Report on Compliance for the Major Federal Program,
Report on Internal Control Over Compliance and Report on
Schedule of Expenditures of Federal Awards Required by the
Uniform Guidance**

Independent Auditor's Report

Board of Directors
Central Texas Regional Mobility Authority

Report on Compliance For the Major Program

Opinion on the Major Federal Program

We have audited Central Texas Regional Mobility Authority's (the Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Authority's major federal program for the year ended June 30, 2022. The Authority's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the business type activities and fiduciary activities of the Authority as of and for the year ended June 30, 2022, which collectively comprise the Authority's basic financial statements. We issued our report thereon dated October 27, 2022, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming opinion on the basic financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

RSM US LLP

Austin, Texas
October 27, 2022

Central Texas Regional Mobility Authority

**Schedule of Expenditures of Federal Awards
Year Ended June 30, 2022**

Federal Grantor/Program Title	Federal Assistance Listing Number	Pass Through Entity Grant Award Number	Passed Through to Subrecipients	Federal Expenditures
U.S. Department of Transportation:				
Transportation Infrastructure Finance and Innovation Act Program	20.223	N/A	\$ -	\$ 38,690,346
Total federal expenditures			\$ -	\$ 38,690,346

See note to schedule of expenditures of federal awards.

Central Texas Regional Mobility Authority

Note to Schedule of Expenditures of Federal Awards Year Ended June 30, 2022

Note 1. Summary of Significant Accounting Policies

Reporting entity: The schedule of expenditures of federal awards (the Schedule) includes the activity of all federal programs administered by Central Texas Regional Mobility Authority (the Authority). Because this Schedule presents only a selected portion of the operations of the Authority, it is not intended to, and does not, present the financial position, changes in net position or cash flows of the Authority.

Basis of presentation: The Schedule presents total federal awards expended for each individual program in accordance with the Uniform Guidance.

Basis of accounting: The expenditures for each of the federal financial assistance programs are presented on the accrual basis of accounting for the Authority's fiscal year. Such expenditures are recognized following the cost principles contained in Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Indirect cost rate: In accordance with the Uniform Guidance, the Authority did not apply or use an indirect cost rate as defined by Uniform Guidance for the period ended June 30, 2022.

Loan and loan guarantees: In connection with the Series 2021A TIFIA Bond, the Authority entered into a secured loan agreement (the 2021A TIFIA Loan) with the United States Department of Transportation, pursuant to which the Authority is authorized to borrow an amount not to exceed \$448,383,623 (excluding interest that is capitalized) (i) to pay eligible project costs of the 183A Phase III Project (183A tranche), (ii) refinance the 2015C TIFIA Bond (183S tranche) previously used on 183 South Project and (iii) to pay eligible project costs of improvements to the 290 East Project (Manor Expressway Tranche).

The 2021A TIFIA Loan bears interest at 2.19% for the 183S tranche, 2.2% for the Manor Expressway Tranche and 2.2% for the 183A tranche. The 2021A TIFIA Loan maturity date is July 1, 2049 for the 183S tranche, January 1, 2054 for the Manor Expressway Tranche and January 1, 2055 for the 183A tranche.

Payments of principal and interest are payable January 1 and July 1, commencing on July 1, 2024 for the 183S tranche; January 1, 2025 for the Manor Expressway Tranche and January 1, 2029 for the 183A tranche.

The Authority has received loan proceeds from the 183S tranche of approximately \$282.2 million and the Manor Expressway Tranche of approximately \$38.6 million through June 30, 2022. The Authority has not used the available balance under the 183A tranche. As of June 30, 2022, the Manor Expressway TIFIA Bond and the 183-S TIFIA Bond had an outstanding balance of \$39.3 million and \$311.5 million, respectively, which included accreted interest of approximately \$29.1 million for the 183-S TIFIA Bond and \$0.7 million for the Manor Expressway TIFIA Bond as part of the outstanding balance.

Central Texas Regional Mobility Authority

**Schedule of Findings and Questioned Costs
Year Ended June 30, 2022**

Section I

Summary of Auditor's Results

1. Financial Statements

Type of auditor's report issued on whether the financial statements were prepared in accordance with accounting principles generally accepted in the United States of America:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

Yes No

Significant deficiency(ies) identified?

Yes None Reported

Noncompliance material to financial statements noted?

Yes No

2. Federal Awards

Internal control over major federal program:

Material weakness(es) identified?

Yes No

Significant deficiency(ies) identified?

Yes None Reported

Type of auditor's report issued on compliance for the major federal program:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance

Yes No

Identification of major federal program:

Assistance listing Number(s)
20.223

Name of Federal Program or Cluster
Transportation Infrastructure Finance
and Innovation Act Program (TIFIA)

Dollar threshold used to distinguish between type A and type B programs:

\$ 1,160,710

Auditee qualified as low-risk auditee?

Yes No

Section II

Financial Statement Findings

A. Internal Control

None reported.

B. Compliance Findings

None reported.

Central Texas Regional Mobility Authority

Schedule of Findings and Questioned Costs (Continued)
Year Ended June 30, 2022

Section III

Federal Award Finding and Questioned Costs

A. Internal Control

None reported.

B. Compliance Findings

None reported

Central Texas Regional Mobility Authority

**Schedule of Prior Audit Findings
Year Ended June 30, 2022**

Prior Year Federal Award Finding and Questioned Costs

None reported

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

RESOLUTION NO. 22-047

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

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

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

- (1) was issued at least two written notices of nonpayment that contained:
 - (A) in the aggregate, 100 or more events of nonpayment within a period of one year, not including events of nonpayment for which: (i) the registered owner has provided to the toll project entity information establishing that the vehicle was subject to a lease at the time of nonpayment, as provided by applicable toll project entity law; or (ii) a defense of theft at the time of the nonpayment has been established as provided by applicable toll project entity law; and
 - (B) a warning that the failure to pay the amounts specified in the notices may result in the toll project entity’s exercise of habitual violator remedies; and
- (2) has not paid in full the total amount due for tolls and administrative fees under those notices; and

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

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

WHEREAS, Transportation Code §372.110 provides that a toll project entity, by order of its governing body, may prohibit the operation of a motor vehicle on a toll project of the entity if:
(1) the registered owner of the vehicle has been finally determined to be a habitual violator; and

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

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


NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective October 26, 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 26th day of October 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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

#	NAME	COUNTY	ZIP CODE	LP	STATE	TOLLS
1	PEDRO GARCIA	BASTROP	78621	MMX1724	TX	2368
2	RAMIREZ HAULING INCORPORATED	WILLIAMSON	78641	PJV8972	TX	1610
3	HEATHER ELIZABETH REYES	HAYS	78620	NGJ8102	TX	4429
4	CENTRALIZE LEASING CORP	WILLIAMSON	53718	1M89892	WI	971
5	TEXAS HIGHWAY HAULERS,LLC	TRAVIS	78746	R514207	TX	1162
6	SARAANNE E COON	WILLIAMSON	78641	LLJ7076	TX	3782
7	ROBERT LEE CLEVELAND	TRAVIS	78653	MYS8609	TX	4527
8	RENA BROWN	TRAVIS	78741	BKT9039	TX	4355
9	JAY EDWIN GAW	LAMPASAS	76550	NFW8941	TX	3456
10	IRELDA FERNANDEZ	MILAM	76567	KFT3786	TX	1786
11	MICHEL A HERNANDEZ	TRAVIS	78741	MKW1830	TX	3518
12	KENDRICK OBRYAN NUNN	TRAVIS	78758	MPX7293	TX	1461
13	JONATHAN RUDOLPH BARAJAS	WILLIAMSON	78641	MNZ2881	TX	3138
14	FELIX J FONTANEZ GONZALEZ	TRAVIS	78728	PCW0527	TX	3304
15	ROBERT ADAM ECHOLS	TRAVIS	78653	NDP6051	TX	3656
16	KARALI CARTER	WILLIAMSON	78634	MCY1080	TX	2495
17	ROBERTO RAMIREZ MARES	TRAVIS	78744	PLW4703	TX	2023
18	GREGORY SCOTT HABBIT STEPHEN LOUIS MANNING	TRAVIS	78653	NCF3792	TX	3694
19	BRENT EVERETT MAYER	WILLIAMSON	78613	STRYKR1	TX	2608
20	TIERRA NICOLE BROWN	TRAVIS	78653	NKZ1271	TX	3440
21	ALEXANDRA BUSKULIC	TRAVIS	78653	HRD9982	TX	3679
22	ALFREDO BARRERA MADRID	TRAVIS	78733	LNK1906	TX	1116
23	REDI MIX LLC	DALLAS	75229	PBD7382	TX	1468
24	JOSE NERRERA ROSA GODINEZ ORTIZ	WILLIAMSON	78612	MCJ1328	TX	1625
25	ANGELA NUNN-BARRY	WILLIAMSON	78641	PJB1190	TX	2673
26	JESSE D JOHNSON	WILLIAMSON	78641	NTY5239	TX	2972
27	KEVIN LEE BEST	TRAVIS	78754	NY4109	TX	1106
28	JENNIFER DOLORES HOLMAN	WILLIAMSON	78664	MTX7030	TX	2600



CTRMA Prohibited Vehicles

29	LILLIAN HOPE TORRES	TRAVIS	78754	NCG1997	TX	3197
30	EDWARD DREW GRAHAM	WILLIAMSON	21221	KPW1594	MD	2521
31	DIANA JANETH ATAYDE	TRAVIS	78754	PSL7817	TX	3790
32	VICTOR HUGO VILLALBA COBOS	BASTROP	78621	NYZ6550	TX	1915
33	KAYLA NASHAY MCGURDER	TRAVIS	78653	PLW4596	TX	3729
34	JUAN JOSE MENDOZA	TRAVIS	78724	HWR7013	TX	2601
35	JOSEPH BARNES HEWELL	TRAVIS	78721	NBN7606	TX	2962
36	ASHLEY SALAZAR	TRAVIS	78760	KLT2842	TX	3072
37	SHAYLE PRISCILLA BAILEY	BASTROP	78621	NLJ9105	TX	3958
38	ISRAEL VALLADO AMBAR DIONICIA SALAZAR	TRAVIS	78753	FLH2100	TX	2291
39	CHRISTOPHER LEE MARTIN CHARLOTTE DANIELLE MARTIN	WILLIAMSON	78641	PCJ6428	TX	968
40	JEKAILA DENISE HOUSTON DREXLER LARAY TAYLOR	TRAVIS	78653	PFR0691	TX	3385
41	VICTORIA MARIA LESLIE	WILLIAMSON	78641	KSS0444	TX	2452
42	JOSE JAVIER UGARTE BENITEZ	TRAVIS	78617	NDN8742	TX	2663
43	LEON WALLS III	TRAVIS	78653	NCG0038	TX	2924
44	JORDAN RAY ALEXANDER	LUBBOCK	79423	NGJ0724	TX	2331
45	PRINCE JOSEPH	TRAVIS	78753	KDV3716	TX	2302
46	ALFONSO RAMOS JR ALFONSO RAMOS IV	HAYS	78640	GKZ2073	TX	2771
47	JASON AARON CHAFFINO	WILLIAMSON	78641	NMK6999	TX	2452
48	ANDY RENEE SANCHEZ JR	WILLIAMSON	78641	NXZ8708	TX	2624
49	KEVIN LOUIS GIPSON	TARRANT	76018	FXC8736	TX	2322
50	KATORIE L AUBREY	TRAVIS	78728	JDK3106	TX	2397
51	KEETA TILMONE WOODS	TRAVIS	78653	PRH6333	TX	3314
52	LILLIAN HOWARD	TRAVIS	78653	NFZ8757	TX	2951
53	RANI COLLINS	TRAVIS	78753	PLX7410	TX	2512
54	JESUS SOTO CASTRO JUAN ANTONIO RODRIGUEZ LOPEZ	TRAVIS	78748	NNM2836	TX	1174
55	MIGUEL ANGEL ZUNIGA	TRAVIS	78617	PFP7092	TX	2418
56	KATHERINE DEL VALLE APARICIO LOPEZ	WILLIAMSON	78641	PLW4383	TX	2440
57	FRANK ORTIZ III CHRISTINE ORTIZ	WILLIAMSON	78613	NYH2760	TX	2057
58	CORNELL LEWIS HARRISON SR ELANDA DEANN HARRISON	TRAVIS	78653	NCD4139	TX	2744
59	TERRY LEE HAGERMAN	WILLIAMSON	78641	NTF7957	TX	1612
60	VIRGINIA YVETTE ALLEN	TRAVIS	78758	CMJ5707	TX	722
61	DEBORAH KA JOHNSON	TRAVIS	28120	PJV7446	NC	2817



CTRMA Prohibited Vehicles

62	GARCIA DEARING INVESTMENTS INC	TRAVIS	78702	PTN2743	TX	2454
63	JOE BOYD REYNOLDS JR	LEE	78947	LMV4405	TX	2368
64	DIFLORA CRITTENDON ADDISON	TRAVIS	78745	PLK9121	TX	3026
65	WENDY RUTH GORDAN	WILLIAMSON	78642	PCJ4670	TX	1942
66	JON NOLAN ESCOVER	WILLIAMSON	78641	NNL4755	TX	2178
67	GUSTAVO MARQUEZ-GUZMAN	TRAVIS	78660	PLK7260	TX	2055
68	AUNDRICK RICHARD	WILLIAMSON	78641	MXP5528	TX	1822
69	JOSEPH ADAM JOHNSON	WILLIAMSON	78641	PLX5282	TX	2473
70	FELIX ALEJANDRO PINEDA	TRAVIS	78653	PJV7584	TX	2977
71	CATHERINE CHRISTIN WALSH	WILLIAMSON	78641	LKD4082	TX	1731
72	JOSHUA ALEXANDRO LOPEZ	WILLIAMSON	78641	MKW3730	TX	2006
73	FRANCISCO BRAVO ORDUNO YENNIFER ORDUNO PENALOZA	WILLIAMSON	78613	PPF7394	TX	2120
74	TYLER JOHN MCELROY	WILLIAMSON	78641	KSR8396	TX	1925
75	ALEXIA LISSETTE SILVA MIKAELA LEIGHANN SILVA	CALDWELL	78644	NWS3872	TX	2887
76	REBECCA DAWN MILLER JOSE ANTONIO MARTINEZ	WILLIAMSON	78634	LXD5337	TX	2221
77	MELINDA M CASTILLO	TRAVIS	78617	NJJ5880	TX	2114
78	HALEY LYNN PLUET	WILLIAMSON	78641	PJL9718	TX	2658
79	LAMAR REUBEN LINDSEY	WILLIAMSON	78641	LRH3918	TX	2093
80	LEAH MUNIZ	FAYETTE	78956	MPT0565	TX	1993
81	TIESHAH ANN HAMILTON	TRAVIS	78617	NGB9041	TX	2331
82	TERRANCE EUGENE WOODS JR RACHEL LYNNE SNOWDEN	TRAVIS	78653	PJL6787	TX	3167
83	RANDY LEE BLAIR	HAYS	78640	MMY7763	TX	2948
84	DIAMOND DENISE GALLOWAY	WILLIAMSON	78613	NVD1598	TX	2174
85	BLANCHE M PICHON-BENFORD DEANNA PATRICE PICHON	TRAVIS	78753	PCJ3097	TX	3134
86	IRA LADELL MILLER	BASTROP	78621	LHS8838	TX	2651
87	JOSE CARLOS JIMENEZ	HAYS	78610	NDN0820	TX	1646
88	ANTHONY TYRONE PENNICK	TRAVIS	78745	PGB8489	TX	2925
89	FRANK LOUIS JOHNSON SELINDA ESCOBEDO	TRAVIS	78708	PPM3684	TX	3001
90	JASON SCOTT	WILLIAMSON	78641	JYW6289	TX	1642
91	ROCIO LOZAN	WHARTON	77488	PGX6391	TX	1836
92	HERSON GARCIA	HAYS	78610	NTK9804	TX	875
93	SANDRA V ARELLANO VALDEZ	TRAVIS	78660	PLX6925	TX	1458
94	DARRENISHA MARIE MCKNIGHT ANGEL MARI MCKNIGHT-WASHINGTON	TRAVIS	78724	JYV7359	TX	2152



CTRMA Prohibited Vehicles

95	JERAMY FERGUSON	TRAVIS	78732	JHR2096	TX	1439
96	JOSEPH CARTER WHITAKER	WILLIAMSON	78641	PPG2950	TX	2180
97	MONICA MURAY PHILLIPS AMANDA GAIL BEAVER	TRAVIS	98023	PPM8592	WA	2800
98	CORY LEE STEPHENSON	LLANO	78609	CH4Y468	TX	2199
99	RACHEL REYNOLDS	WILLIAMSON	78642	PFY7369	TX	2469
100	JUAN JOSE PEREZ ORTEGA	TRAVIS	78660	KNN6221	TX	707
101	FRANK RANDALL TAN	WILLIAMSON	78642	PPM5223	TX	1980
102	MICHAEL JAMES MCGEE	WILLIAMSON	78642	PDX7897	TX	1970
103	LORIE JIMENEZ ANN	TRAVIS	78741	PLW9006	TX	2872
104	NICOLE RAMIREZ	WILLIAMSON	78634	MSX5786	TX	2225
105	LACEY FRANCES RADLA DEAN EDWARD RADLA	WILLIAMSON	78664	JHV3027	TX	1527
106	JEREMY SANCHEZ	BASTROP	78621	NNM5772	TX	2569
107	LORI ANNAMARIE RUIZ	TRAVIS	78702	PJK8449	TX	2437
108	ALMA VASQUEZ	HAYS	78640	PJK6372	TX	2640
109	CINDY TOVIAS	BASTROP	78602	PPC9588	TX	1132
110	YEVETTE TAYLOR	WILLIAMSON	78613	PFR2046	TX	2088
111	LORETTA ANN MENCHACA	TRAVIS	78741	LGV4529	TX	1302
112	RACHEL ANN HORN	TRAVIS	78723	LZP3178	TX	1461
113	NATALIE MARRIE VALDEZ	TRAVIS	78744	NDP5130	TX	1846
114	TIMOTHY J PADDEN	TRAVIS	78759	NCF7023	TX	1797
115	JOYCE MARIE JACKSON	TRAVIS	78741	NYZ7076	TX	2124
116	REATHA LEE GONZALES	TRAVIS	78744	PPG4737	TX	2600
117	RONY E LEON	TRAVIS	78617	MHC8289	TX	1681
118	OBERLYN JOSEPH SALINAS AMY ELIZABETH RISTER	WILLIAMSON	78628	TXLEGE	TX	1672
119	Ana E Garcia	TRAVIS	78617	PJL4740	TX	2208
120	MEREDITH ANN SISNETT	TRAVIS	78653	FZV8430	TX	2278
121	TAYLOR MILES NORTOM	TRAVIS	78725	BS84203	TX	1483
122	GABRIELLA ROSA BORRERO MIRTA MARIA ROSA	WILLIAMSON	78681	NYZ2443	TX	1920
123	DUSTY LYNN SMARR ERIC NATHAN KILDAHL	WILLIAMSON	78646	JXD6250	TX	1660
124	ANGEL INOCENCIO MAR	TRAVIS	78653	PCB2688	TX	2548
125	CHRISTOPHER MATTEW DANIELS	WILLIAMSON	78641	PSK5394	TX	1846
126	REYNA ISABEL HERNANDEZ ACEVEDO	TRAVIS	78741	MNZ6064	TX	2140
127	JESSICA ANN ROSAS ALBERT T LLAMAS	BASTROP	78957	PTN2490	TX	2206



CTRMA Prohibited Vehicles

128	DANIEL STEVEN LARSON	WILLIAMSON	78641	PLK9648	TX	1968
129	VERNON BLAKE HUBBARD	HAYS	78640	JMN0064	TX	1772
130	DANIEL MAURICE TAYLOR	TRAVIS	78745	HXF5492	TX	836
131	ANDRE LANIER DAVIS JR	TRAVIS	78660	NLJ4365	TX	755
132	OLIVIA MARIE ALVAREZ MATEO BANUELOS GARAY	TRAVIS	78725	PLX1093	TX	2424
133	KIMBERLY ANNE MCINTYRE	LAMPASAS	76539	MKN8041	TX	2310
134	LINDSAY NICOLE MIMS	WILLIAMSON	78641	MNP4962	TX	1825
135	MALLAURIE RHAЕ GARZA	WILLIAMSON	78664	PFP8234	TX	1030
136	BRENDON KIYON JONES	TRAVIS	78653	PMM3308	TX	2222
137	SELENE L CONTRERAS BARRERA	BEXAR	78225	MBC8484	TX	1019
138	TANIA REIS AFONSO	WILLIAMSON	78717	PKZ8240	TX	2073
139	WILLIAM I HALL	WILLIAMSON	78641	PRK7778	TX	2091
140	ANTHONY JOSEPH HUNTER	WILLIAMSON	78613	NPF6504	TX	1785
141	CENTRALIZE LEASING CORP	WILLIAMSON	53718	1M89895	WI	473
142	JUAN FERNANDO GARCIA	BASTROP	78612	NYZ8687	TX	2019
143	BRANDON LEE KIRKPATRICK	WILLIAMSON	78641	NGC4746	TX	1886
144	CHINOH'S WORLD TRANSPORTATION LLC	TRAVIS	78724	1L81289	TX	627
145	WAYNE ANTHONY HILL	WILLIAMSON	78641	PRD0090	TX	1978
146	FRANK RAY GOMEZ	TRAVIS	78747	PLK7345	TX	2175
147	JOSHUA DEWAYNE CANTRELL	WILLIAMSON	78646	PRF0094	TX	1996
148	JOSE MIRELES	TRAVIS	78617	NNM1620	TX	2282
149	GEORGE ELDRIDGE HARLAN JR	TRAVIS	78751	NKY2986	TX	1809
150	YOVER GAMBOA MESA	TRAVIS	78753	PPC7715	TX	1976
151	MATTHEW WAYNE LONG	TRAVIS	78744	MTB5457	TX	2085
152	NAQUIA CHABRE DAVIS	TRAVIS	78724	PLV9864	TX	2502
153	TAYLOR LYNN PITTS CHRISTOPHER OLANDO MARRIE	CORYELL	76522	NNG1732	TX	1776
154	GUSTAVO MARQUEZ-GUZMAN	TRAVIS	78660	PPR7035	TX	1634
155	STARLA BIANCA VARGAS CHRISTOPHER MICHAEL VARGAS	WILLIAMSON	78641	JC84W	TX	1667
156	NWANYIEZE B UGBO	WILLIAMSON	78641	PKZ3708	TX	1933
157	ALEX MAURIC QUINTERO RODRIGUEZ	TRAVIS	78742	PFP0875	TX	1903
158	LAURA KATHERINE CANNON	WILLIAMSON	78641	PTR2125	TX	1913
159	JOSE GUADALUPE ADORNO JIMENEZ	TRAVIS	78741	KVS1230	TX	1176
160	SELVIN ODAIL MARTINEZ CASTILLO KAREN Y PINEDA MEDINA	WILLIAMSON	78681	LXG2765	TX	1469



CTRMA Prohibited Vehicles

161	CLARA K JIMMIE	WILLIAMSON	78641	DF5F113	TX	1478
162	RAVEN ANGEL TAYLOR	WILLIAMSON	78641	PPG2735	TX	1831
163	CINCI CLARIS SHARP	HAYS	78610	PLW9423	TX	2641
164	CARRIE EVETTE ACRES	TRAVIS	78723	MTY7221	TX	1851
165	MARANDA ELICE MULRONEY	TRAVIS	78727	NLX5523	TX	1650
166	THOMAS J FEDELE	WILLIAMSON	78641	LLY8072	TX	1288
167	TONY ALEMAN	TRAVIS	78753	KGV7014	TX	1731
168	VIVIAN NERIO	TRAVIS	78702	PJK6575	TX	2085
169	AARON MICHAEL BARROW AMELIA MARIE AUNE	DENTON	75067	NGT2930	TX	1725
170	ESCOBARS EXPRESS LLC	BEXAR	78223	128B993	TX	507
171	DOMINIC LOUIS MONROE	TRAVIS	78653	PLX5471	TX	2536
172	ANECIA THACKER	TRAVIS	78653	PPG4749	TX	2360
173	MATTHEW HOWARD	LAMPASAS	76539	PMW1578	TX	1903
174	HEDWIGE GODFREY BENDEK	TRAVIS	78759	MZC3627	TX	1597
175	CARNELL MARQUIS HOUSTON DOMINIQUE KELSO FENIX	WILLIAMSON	78664	PLX8943	TX	1738
176	VIVECA LYNN HOLMES	TRAVIS	78653	PJL3308	TX	2234
177	BRIGIDA RODRIGUEZ MORALES	WILLIAMSON	78634	HTM5296	TX	1491
178	EDGAR RIOS GUTIERREZ	WILLIAMSON	78641	MYT0812	TX	1175
179	THOMAS DANIEL WARREN	TRAVIS	78645	NCD9069	TX	1638
180	CRYSTAL RENEE CORREA	TRAVIS	78617	PSK7085	TX	2116
181	ISAAC MELO CRUZ	TRAVIS	78660	NXL6629	TX	1643
182	KETRIC RASHARD RIVERS	TRAVIS	78653	PFR1303	TX	2305
183	SYLVIA S HERNANDEZ	HIDALGO	78516	BBZ7352	TX	622
184	DEBRA LYNN GADISON DARRIN VAN MILLER JR	TRAVIS	78724	PJL6672	TX	2641
185	RENE SALVADOR ROBLES GRACIELA OVIEDO ROBLES	WILLIAMSON	78641	PJK5492	TX	1740
186	PATRICE JETWAUN WASHINGTON	CALDWELL	78644	PPK0626	TX	2088
187	MARIA RODRIGUEZ MARIA RODRIGUEZ	TRAVIS	78721	NNM4700	TX	1881
188	EVANGELINA SANDOVAL	TRAVIS	78754	NKY4359	TX	2048
189	NICHOLE LUNA	WILLIAMSON	78642	PKD2920	TX	1453
190	THOMAS JOSEPH BELTON IV	TRAVIS	78728	MWV0639	TX	1052
191	MICHAEL LEE WILSON JR	HAYS	78640	PSJ8755	TX	1079
192	TESS MARIE RODRIGUEZ MONTALVO JULIO ENRIQUE DIAZ	TRAVIS	78653	PKZ8996	TX	1693
193	CTS LOGISTICS INC	TRAVIS	78653	MCW4286	TX	472



CTRMA Prohibited Vehicles

194	ARI FLEET LT	TRAVIS	8054	NVX8665	NJ	976
195	DESIREE RAEANN LOPEZ	TRAVIS	78617	PJK4985	TX	1854
196	MARK EASTON COATES	WILLIAMSON	76527	NHY2067	TX	1358
197	ERIC ANTHONY HUCKINS AUTUMN FRISCO	WILLIAMSON	78642	PTR5409	TX	2039
198	MARCUS ANTHONY LONGWOOD	WILLIAMSON	78641	PCJ5159	TX	1729
199	MARKELLE DONTAE JOHNSON	WILLIAMSON	78641	NY0826	TX	1598
200	ISMAEL HINOJOSA	TRAVIS	78758	GZC3989	TX	2240
201	VANESSA PHILINESE LAIRD	BEXAR	78251	NDX4123	TX	1922
202	RACHELLE NICHOLE DUNLAP	WILLIAMSON	78641	PBW7378	TX	1665
203	JASMINE WONYA CRAYTON	TRAVIS	78660	PPG3459	TX	2162
204	BAILEY RHEA CANTWELL	BASTROP	78602	HYS7918	TX	2006
205	JOSE ANTONIO REVELES JR	TRAVIS	78723	PMW3480	TX	1906
206	YAIRA ANAHI HERRERA EDUARDO AUDEL PALOMARES-GOMEZ	TRAVIS	78721	PPC8769	TX	2342
207	NASTASSIA NICOLE BROWN	WILLIAMSON	78613	PLV8639	TX	1787
208	CATHY IRENE HANSON	BURNET	78605	KMP3502	TX	902
209	EDWARD DONOVAN GUTIERREZ JR DANIELLE MARIE GUTIERREZ	WILLIAMSON	78681	PGF2540	TX	1667
210	KIMBERLY IRIS DIAZ	TRAVIS	78758	MRG4853	TX	1874
211	STUCCOUSA INC	TRAVIS	78732	NY9560	TX	554
212	ZYLANN WALLACE	TRAVIS	78724	PLW8920	TX	2327
213	JULIO CESAR MENCHACA GENEVA RAMON SAMARRIPA	TRAVIS	78721	NTY2231	TX	1143
214	SEAN TOMAS STEELE	WILLIAMSON	78641	PNB8547	TX	1760
215	ADRIEL MONIQUE WILLIAMS	BASTROP	78621	PLW9865	TX	2153
216	MALLORY SHOUSE	BASTROP	78621	PFY0167	TX	2175
217	PAUL CASARESZ ASTRAN JR SEBASTIAN RENE ASTRAN	TRAVIS	78617	PJL8477	TX	1929
218	COLESIA DEANDRE CLAY	TRAVIS	78744	MCJ2778	TX	1827
219	NICHOLAS CONSTANTINE COVER	TAYLOR	79603	MMY1940	TX	1638
220	SAM MENDOZA	TRAVIS	78702	NXL7136	TX	2117
221	JAMES RAY COLE	TRAVIS	78727	NTZ5408	TX	1784
222	JENNIFER ANNE KONRAD	WILLIAMSON	78641	LGV7060	TX	1212
223	BLAS JAIMES RODRIGUEZ	TRAVIS	78753	CBZ2087	TX	1515
224	ANGELIQUE UMUHIRE ERIC BIGIRINDAVYI	WILLIAMSON	78642	PPM6413	TX	1756
225	CHRISTOPHER CRUZ	HAYS	78640	NLI4514	TX	1567
226	MARIA DEL PILAR RODRIGUEZ	TRAVIS	78752	PJL7674	TX	2054



CTRMA Prohibited Vehicles

227	JASMINE MARIE GARCIA AGLAE MAGALY MARTINEZ	BELL	76549	MSF2736	TX	1491
228	STACY KESLER	BASTROP	78602	NZP3539	TX	815
229	ERIC GONZALEZ TORRES	WILLIAMSON	78664	MSX5752	TX	1739
230	JONATHAN MATTHEW JAMES	WILLIAMSON	78634	JWH8967	TX	1115
231	JONEECE WASHINGTON	TRAVIS	78753	PPF5084	TX	2162
232	JENNIFER LAUREN PARSONS	WILLIAMSON	78613	NDP3663	TX	1321
233	EDGARDO TEUTLA	TRAVIS	78702	NCG3287	TX	1677
234	QUINITA DARNELL WILLIAMS	WILLIAMSON	78681	PGF2851	TX	1695
235	MICHAEL RYAN BERENDSEN	WILLIAMSON	78613	PKZ7830	TX	1461
236	JESSICA LYNN REYES	TRAVIS	78653	PKZ8929	TX	2110
237	NICKOLAS MICHAL WILLAMS NICOLE WILLIAMS	TRAVIS	78741	NVD1355	TX	1682
238	TARENCE ELON DAVIS	TRAVIS	78751	KSF0770	TX	644
239	SARAH DIANE CARPENTER	TRAVIS	78660	HTL7103	TX	1173
240	ALLYSON ELIZABETH O'ROURKE	TRAVIS	78749	JWJ5023	TX	1141
241	JOSE JORDAN MACIAS LARIOS	BASTROP	78621	NNV5761	TX	1831
242	DEYANITA LETICIA ROCHA	BASTROP	78621	PLX8329	TX	2161
243	MAKENNA LEIGH HALL	TRAVIS	78750	LSH4686	TX	1606
244	MICHELE LYNNA SPEEDON	WILLIAMSON	78641	PDX8174	TX	1723
245	LINDSEY MARIE ASWELL	WILLIAMSON	78613	PFC4225	TX	1583
246	CARLOS CALDERON	WILLIAMSON	78613	PFC5130	TX	1492
247	DIANA MARIE MARCIEL	TRAVIS	78702	NKY6767	TX	1478
248	PAUL COOPER ORTA IV	TRAVIS	78653	PJK7182	TX	1948
249	GARRETT BRYCE LEBLANC	WILLIAMSON	78628	LPS4153	TX	1337
250	FRANK IWEBUNOR MGBOLU	TRAVIS	78758	HPG2084	TX	1604
251	OLIVIA TRISTAN	WILLIAMSON	78641	KFT3523	TX	1219
252	NOEMI ESTER RAMIREZ	BURNET	78654	PLX2727	TX	1348
253	TAFFY JOE GARZA	BASTROP	78621	PLX8538	TX	2255
254	XAVIER RIGOBERTO GUZMAN MOLINA	CALDWELL	78616	PPF2404	TX	1916
255	GREGORY JEROME FREEMAN	BELL	76502	NWF4984	TX	1521
256	REBECCA ANNETTE MARTINEZ	WILLIAMSON	78681	MNZ1387	TX	966
257	MARK ALLEN HUME	WILLIAMSON	78641	PKZ4455	TX	1365
258	NATHAN ROBERTS	WILLIAMSON	78634	FJD1999	TX	1487
259	AUSTIN G HOUSER	WILLIAMSON	78641	MWH9413	TX	1306



CTRMA Prohibited Vehicles

260	ERNESTO EDGARDO RIVAS	BURNET	78605	KVP7866	TX	718
261	DON ROSS YENTZEN III	WILLIAMSON	78613	FSTASLP	TX	1509
262	JIM ALLEN DODSON	TRAVIS	78735	LBB8924	TX	1087
263	STEPHANE MARITZA SANTA ANA	TRAVIS	78744	PGB9152	TX	1553
264	WERNER GABRIEL BARRIOS NICOLE RENE BARRIOS	WILLIAMSON	78634	LBB6070	TX	1172
265	LIDIA HERNANDEZ-NEAVE RAFAEL SANCHEZ JR	TRAVIS	78617	NNM6418	TX	1317
266	CHRISTIAN OSCAR SOTELO	TRAVIS	78617	PLX2852	TX	1687
267	MICHAEL H TSENG MELANIE MAUREEN BERMUDEZ	TRAVIS	78748	PJK8408	TX	1796
268	CRYSTAL IVETTE HOUSTON JOHNSON	TRAVIS	78724	PTJ0571	TX	1736
269	NICOLE JASMINE HERNANDEZ MARK ANTHONY RODRIGUEZ	BASTROP	78612	PPJ8514	TX	1595
270	RICHARD JOSEPH COLLING	TRAVIS	78660	PKZ8670	TX	1554
271	ANAHI CASTILLO CUEVAS	TRAVIS	78724	MTX2888	TX	1498
272	CHRYSTAL ANNE AVERY JEREMY TROY AVERY	WILLIAMSON	78681	PLS9398	TX	1316
273	JEFFREY MELENDEZ	WILLIAMSON	78681	LXD7325	TX	1707
274	HANNAH LAUREL MCCREIGHT JON KEVIN OBENOSKEY	TARRANT	76104	LLY5831	TX	1234
275	DANIEL SHAWN LOPEZ DAWN RENEE LOPEZ	WILLIAMSON	78634	JHD8140	TX	922
276	BIANCA NICOLE ROCHA NATHANIEL CHRISTOPHER WELDON	TRAVIS	78748	PLX8803	TX	1719
277	SILKE MENDEZ	WILLIAMSON	78613	PTH3258	TX	1589
278	STEPHEN RAY EPPERSON	BASTROP	78957	PJK6388	TX	1818
279	JOSE LUIS GUERRERO SALAZAR	TRAVIS	78617	PLX2579	TX	2090
280	PAOLA NOYOLA	TRAVIS	78724	PFR6329	TX	2648
281	ALEXANDER EGOZCUE LOPEZ DANAY CABALLERO MEDINA	HARRIS	77373	NKD0974	TX	1525
282	CRYSTAL ANN GALLIMORE	WILLIAMSON	78641	NRM8383	TX	1382
283	MAX REYNOLDS RENNEKER DEBORAH REYNOLDS RENNEKER	TRAVIS	78704	LGT4787	TX	1283
284	MARISA CHRISTINA RISELING KYLE MONROE RISELING	WILLIAMSON	78717	PKD2602	TX	1567
285	MARY CATHERINE MCDANIELS	TRAVIS	78728	KGV8697	TX	1521
286	GEORGINA DORTHEA SCHWINN MASON REID MCLAIN	MCLENNAN	76702	FSW7318	TX	1661
287	VERONICA PEREZ	TRAVIS	78653	LLY7358	TX	1325
288	JULIO C GOMEZ	HAYS	78666	KSF8119	TX	1062
289	JESSICA YAJAIRA REBOLLAR	BASTROP	78612	PPG1708	TX	1612
290	PAMELA S ESCOBAR ROBERT CHRISTIAN ESCOBAR	WILLIAMSON	78681	PJL9885	TX	1768
291	JAMIE M CORONADO	TRAVIS	78758	PLX7409	TX	1757
292	ANN ELIZABETH PACHECO	TRAVIS	78747	MKV5821	TX	722



CENTRAL TEXAS REGIONAL
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CTRMA Prohibited Vehicles

293	ZANDERLAND DESRITA ALEXANDER	TRAVIS	78744	NPW9787	TX	1542
294	KIMBERLY ANN LARVIN	CALDWELL	78644	CZF1247	TX	1249
295	DONSHA CARNELLA COOK	TRAVIS	78753	NWB2247	TX	1790
296	DEBRA BERRY BRYANT	WILLIAMSON	78641	PGB9385	TX	1440
297	CODY NICHOLAS KELLEY	WILLIAMSON	78633	LKF1634	TX	1185
298	AMW TOWING	DALLAS	75201	T2287L	TX	1716
299	AMY REBECA GALVEZ	WILLIAMSON	78641	NXW4115	TX	1463
300	JANSON ADAM BENAVIDES	BASTROP	78602	DVC2065	TX	1011
301	CYNTHIA KAY KADERKA KARA BAILEY KADERKA	TRAVIS	78660	PLS9154	TX	1477
302	BETHANY RIHANNA ADAMS MICHAEL LEON ADAMS	TRAVIS	78758	JYD3523	TX	1173
303	JACOB ANDREW CHRZAN BILLY WAYNE CHRZAN	TRAVIS	78653	PBY1700	TX	1716
304	SERGIO ADRIAN ESPARZA	TRAVIS	78744	KL8053	TX	1253
305	AMANDA MAE DOLLAR-LARSON GREGORY RYAN LARSON	WILLIAMSON	78664	FSD3848	TX	719
306	QUEN OLSEN	BASTROP	78621	PLW7085	TX	1997
307	HILDA ALBA EDWARD E DE LA GARZA	TRAVIS	78741	NKZ1991	TX	1502
308	ASHLYNN PAYNE	TRAVIS	78741	KHF2159	TX	1665
309	BRIAN ROGERS	TRAVIS	78617	PGF9155	TX	1680
310	GABRIEL ANTHONY RIOS MONICA SANCHEZ VILLEGAS	TRAVIS	78748	PGF3994	TX	1695
311	JOSHAWA RYAN SMITH	WILLIAMSON	76574	PLV7714	TX	2086
312	CARRIE M CLARK	TRAVIS	78759	LCX8208	TX	1291
313	TRAVIS MACK BONNER	TRAVIS	78724	PPF2194	TX	2236
314	BRIANA TASHAWN SWIST	TRAVIS	78744	MYC3706	TX	1738
315	KENDRA TRANAE PEARSON	TRAVIS	78653	PFR6725	TX	2277
316	CHRISTINA SENCION CHAVEZ DUSTIN JAY FLEET	WILLIAMSON	78642	PGF6664	TX	1324
317	LORRIE ELAINE SERVANTEZ KAILYN JADE SERVANTEZ	LEE	78947	MTB9935	TX	1344
318	EBONI DION HARDEMAN	TRAVIS	78653	PJL1376	TX	1956
319	LISANDRO PEREZ	TRAVIS	6260	NNM2357	CT	2345
320	KRISTEN HUBBELL COOK	TRAVIS	78723	NTY8887	TX	1430
321	ARTURO URIBE PORRAS	DALLAS	75211	NMY1535	TX	1724
322	KATHERINE ANN JOHNSON	WILLIAMSON	78664	MMZ2625	TX	872
323	ESSENCE BLANKENSHIP	TRAVIS	78702	MXP7203	TX	1700
324	JOSHUA MILES MCCOMBS	WILLIAMSON	78641	PBZ9666	TX	1238
325	SANDY CHRISTINE MCCONNELL	WILLIAMSON	78613	PLV9353	TX	1575



CTRMA Prohibited Vehicles

326	PATRICK HORACE	BELL	76513	PDY6353	TX	1977
327	JAVIER GUILLEN	TRAVIS	78660	DYX8390	TX	1586
328	EVA MARIE ARROYO	TRAVIS	78617	NZB0608	TX	1683
329	JOSE GUADALUPE CASTRO IPINA SUSANA MARIA ALVAREZ-LOPEZ	TRAVIS	78744	PPF3871	TX	1667
330	NANCY JOHNSON	TRAVIS	78744	LXF3163	TX	1289
331	ANASTACIO PEREZ GABRIEL	TRAVIS	78660	1M05732	TX	398
332	ANDREA KAY JANSEN	TRAVIS	78744	PPG5058	TX	1746
333	ALICIA NOLASCO	TRAVIS	78753	NYZ8201	TX	1952
334	JOANNA GONZALEZ	TRAVIS	78754	PPC6371	TX	2006
335	VIRGINIA TORRES DURAN RAMON DURAN III	WILLIAMSON	76574	NTX7645	TX	1336
336	RICKY LLOYD MONTES DBA BOSS HAULING AND CONSTRUCTION	WILLIAMSON	78642	PKZ5111	TX	643
337	BRANDON LEWAYNE TUFF	TRAVIS	78724	PTN2157	TX	2297
338	JOSE RICARDO GARZA JR	TRAVIS	78721	PLX7477	TX	1938
339	LARSEN ERIC WILKS	WILLIAMSON	78717	JNB4619	TX	1071
340	BLUELINX CORPORATION	TRAVIS	30252	1M94476	GA	357
341	GINGER RENEE BONTON KENNESSA AMIYA BONTON	TRAVIS	78744	PPF9696	TX	1743
342	RACHAEL MICHELE JARAMILLO	WILLIAMSON	78641	PFC5260	TX	1392
343	HUBERT KYAN KYAW ZAY HEIN	TRAVIS	78660	KKB8889	TX	1464
344	Antonio A Rios	TRAVIS	78744	NCG1539	TX	1340
345	JOSEPH D SUTHERLAND	LAMPASAS	76539	MVD2439	TX	1061
346	ELIAS MANUEL AVALOS GOMEZ	TRAVIS	78653	PRK1897	TX	1828
347	THOMAS TRENT ATKINSON II	TRAVIS	78724	PLW9855	TX	1898
348	QUAYLIN HARMON	TRAVIS	78728	PLW9377	TX	1811
349	BENJAMIA SADE WILLIAMS	TRAVIS	78744	NXM3562	TX	1442
350	KRYSTAL CHANDLER	WILLIAMSON	78613	PGF4835	TX	1452
351	TRE DARON WILLIAMS	TRAVIS	78714	NNL4174	TX	1500
352	YOLANDA ESMERALDA CORONA	HAYS	78610	NLH9245	TX	1466
353	KEITH ROBERT CASE	TRAVIS	78653	PLX7387	TX	1828
354	MYCHAL TYRON DAVIS	WILLIAMSON	78665	GWW9908	TX	1410
355	SHALARESSA LASHAE MATTOX	WILLIAMSON	78630	PJL7944	TX	1209
356	MARIO OJEDA	HAYS	78610	HZJ6221	TX	1009
357	GERALD RANDELLE HODGES	WILLIAMSON	78613	NXM2116	TX	1250
358	TERRANCE ANTHONY HORTON	TRAVIS	78744	FVX3280	TX	1244



CTRMA Prohibited Vehicles

359	NIKIA HOGAN RICCARDO ARRINGTON	BELL	76542	NWV7099	TX	1154
360	KAREN DENISE ARNOLD	CALDWELL	78644	PCG7122	TX	1560
361	AMANDA NICOLE STEWART LEE THOMAS STEWART	BASTROP	78602	PKW2155	TX	1864
362	IRENIA MARTINEZ DEL VALLE	TRAVIS	78753	MKW7108	TX	496
363	ISABEL CRISTINA ALVAREZ	TRAVIS	78653	PLX8748	TX	1804
364	THOMAS JOSEPH STYRON	WILLIAMSON	78664	NWF5571	TX	1009
365	MANDIE NICOLE MOTAL	WILLIAMSON	78634	LNW1199	TX	1292
366	DONALD DOUGLAS CLARK ASHLEY RENAE BAINES	TRAVIS	78653	PNF8044	TX	1847
367	YURIDIA ESPINOSA NAVA	TRAVIS	78617	HFY9656	TX	1302
368	DANIEL GUADALUPE CERVANTES	TRAVIS	78745	KGW2209	TX	1011
369	SHERRIL A WINSTON	BELL	76549	NYZ8912	TX	2272
370	SANDRA JONES	BEXAR	78234	PJF6928	TX	1422
371	HANSEN CONTRACTING, LLC	TRAVIS	78660	PMW1659	TX	1497
372	CHRISTIAN FLORES	TRAVIS	78626	NGB3825	TX	1307
373	DESTINY PRICE	WILLIAMSON	78641	PPM5718	TX	1444
374	CRISTINA GABRIELA JAIMES	BASTROP	78621	PNF8251	TX	1646
375	ERIC TODD WESTON	TRAVIS	78728	PJM1497	TX	1384
376	LESLEY RAYANNE ALVAREZ	TRAVIS	78744	PJL1125	TX	1807
377	JOSE ALFREDO SANCHEZ GARCIA	TRAVIS	78744	PLX2233	TX	1356
378	ERIKA IBARRA	LLANO	78609	PPG6829	TX	854
379	DENISE RENEE HUTH	WILLIAMSON	78613	JXD3238	TX	1124
380	GARY GLENN GIBSON	TRAVIS	78645	MYS4247	TX	1333
381	JOSE MANUEL SOTO-HURTADO	LLANO	78609	MZS6527	TX	1346
382	HECTOR N SALINAS RAMIREZ	TRAVIS	78758	NHS4997	TX	1703
383	TASHA LASHUN WOODS ABRESHA LASHAWN WOODS	WILLIAMSON	78665	PPF2976	TX	1819
384	ARELI DANIE CHAGOYA VALAGUEZ	TRAVIS	78653	LGT3153	TX	1872
385	GISELLE JAIMES	TRAVIS	78617	NYZ9920	TX	1953
386	D ANGELA ADAMS	BASTROP	78602	CFM7654	TX	1433
387	CHARLES TRAVIS STOTTS MEAGAN RENE MEDINA	TRAVIS	78784	PLX6154	TX	1446
388	RAY ANTHONY HENDRICKS	TRAVIS	78660	PFY1036	TX	1587
389	VICTORIA LEIGH ORSCHELN	TRAVIS	78727	NZB3192	TX	1455
390	JOEL BERNAL GARCIA	WILLIAMSON	78665	NTY7787	TX	717
391	TAMARAMARIE ANN HAUGEN	WILLIAMSON	78641	KHY8456	TX	1304



CTRMA Prohibited Vehicles

392	MANUEL ISAAC MARTINEZ HOMERO LAURO MARTINEZ JR	TRAVIS	78758	MXP6424	TX	1014
393	AUDREY GARZA	TRAVIS	78723	NZB0984	TX	2196
394	CORRYN S FLEMING	TRAVIS	78617	NYZ9961	TX	1423
395	BRANIC LOGISTICS INC	TARRANT	76006	PFC7728	TX	1702
396	LUIS LORENZO VAZQUEZ HERNAN HERNANDEZ	FAYETTE	78941	PFN6897	TX	1622
397	DAVID MATTHEW SILVA MACHIKO LYNN MORITA	WILLIAMSON	78641	PKZ9793	TX	1361
398	YURIDIA JIMENEZ GARCIA	TRAVIS	78758	NKY1956	TX	1331
399	JESSICA DANIELLE KNAPP	DENTON	76201	HNW7721	TX	1687
400	JAIME RAMIREZ IMELDA FONSECA	HIDALGO	78501	NWT0498	TX	1525
401	YOLANDA GONZALEZ	WILLIAMSON	78642	LRJ3494	TX	880
402	NICHOLAS EDWARD CATLEY LENN EDWARD CATLEY	TRAVIS	78744	NXR3313	TX	1355
403	SANTOS MORALES	TRAVIS	78744	MHB9319	TX	1076
404	IPS TRUCKING LLC	WILLIAMSON	76537	PKD3007	TX	704
405	DESARAE JOHNSON	TRAVIS	78722	PPC6587	TX	1424
406	ALEJANDRA WENDOLINNE MONTES CRUZ	TRAVIS	78723	MYS6883	TX	1291
407	KEVIN ISAAC GARCIA	WILLIAMSON	78641	MXV5988	TX	1232
408	RONALD LEE ROSS	TRAVIS	78617	PPF9809	TX	1622
409	DENNIS RAY MATTHEWS	TRAVIS	78653	GWZ2387	TX	1441
410	MICAH R VALDEZ	TRAVIS	78744	FVY4433	TX	898
411	PEANUT PLUMBING LLC RAUL ERIC MEZA	BASTROP	78621	PFY5626	TX	1431
412	MARCUS ONEIL FARMER	BASTROP	78621	PJH4280	TX	2064
413	J SOCORRO RODRIGUEZ	TRAVIS	78744	JBN1690	TX	1232
414	MARIO ALCOZER JR MARIO FIERRO ALCOZER	WILLIAMSON	78641	MGY4193	TX	1038
415	MEGAN MARIE TURNER	WILLIAMSON	78641	DN9T882	TX	1542
416	JAMES MCNEES	BASTROP	78602	CJH0073	TX	1217
417	ARTURO SALINAS JOVITA SALINAS	TRAVIS	78748	BVX2594	TX	973
418	JO ANN GARZA	TRAVIS	78741	DYX8978	TX	1136
419	SHAWN ELIZABETH MCCUTCHAN	WILLIAMSON	78641	PLP9427	TX	1402
420	BRIAN THOMAS PATTON	WILLIAMSON	78641	NFW9305	TX	1079
421	CHAD R FARMER	BASTROP	78621	GKB4015	TX	1890
422	LAZARO FIGUEROA HERNANDEZ	TRAVIS	78617	PJW9885	TX	747
423	JOSE C LOPEZ SANCHEZ CLAUDIA ALICIA LOPEZ	WILLIAMSON	78729	NDP3813	TX	2242
424	VERONICA TORRES MENDEZ	TRAVIS	78753	PFR6330	TX	1293



CTRMA Prohibited Vehicles

425	JOSE BUANTELLLO JR	TRAVIS	78660	PLW2678	TX	1704
426	SIERRA GUERIN RAY KEVIN WAYNE RAY	WILLIAMSON	78642	PDJ6114	TX	1118
427	DAVID DALGLEISH ASHER DALGLEISH	TRAVIS	78731	DT8Y692	TX	1225
428	JESUS MANUEL MENDOZA-GONZALEZ	TRAVIS	78617	PLW0216	TX	1398
429	KATHERINE E WEEKES	WILLIAMSON	30263	PKD2939	GA	1313
430	ALEJANDRO GONZALEZ-PACHECO	TRAVIS	78752	PJL5870	TX	1512
431	BETHANY NICOLE MCCOLLUM	HAYS	78676	NXJ6411	TX	1636
432	LAURA MARIA STEADMAN	WILLIAMSON	78641	PKZ9434	TX	1428
433	KIMBERLYNN JANAY SIMMS CLARENCE DOUGLAS SIMMS JR	TRAVIS	78617	PLX7229	TX	1483
434	ELAINE LOUISE DOUGLAS	TRAVIS	78660	NHY3747	TX	1455
435	ASHLEY NICOLE WALENDER	TRAVIS	78735	HPF4226	TX	1008
436	TYBRESHA LASHAWN DRISDALE	TRAVIS	78660	PFR6763	TX	838
437	JORDAN ANDREW CONRAD	TRAVIS	78617	PLW8481	TX	1295
438	CHARLES SNEED	BASTROP	78612	PJK8235	TX	1547
439	BRITTANY NICOLE ONEAL	TRAVIS	78660	PBX5566	TX	605
440	CHRISTINA MARIE BISHOP	BASTROP	78621	MSW5836	TX	1589
441	VANESSA MARIE MARTINEZ DEVON ANTHONY HUDSON	WILLIAMSON	78665	NDP3105	TX	1177
442	SIERRA RENEE ARELLANO	TRAVIS	78702	PLW8703	TX	1444
443	JOE FREDDY ROBLEDLO LORENA E ESCOBAR-VILLANUEVA	HAYS	78640	LXG2751	TX	1190
444	KAREN MAYLI MENDOZA	TRAVIS	78741	NDN9792	TX	1283
445	SERGIO FERNANDEZ-GOMEZ	TRAVIS	78617	LSB2914	TX	1200
446	RACHAEL MARY PRESTON	TRAVIS	78734	PJK6787	TX	725
447	DESHAAD RAMON TOLBERT	BURNET	78605	LZR7138	TX	1320
448	ALEX GONZALES JR AZALIA RAMIREZ	TRAVIS	78704	BVT2273	TX	1154
449	NIEVES CECILIA TONCHE NEAVE GUADALUPE DIAZ	TRAVIS	78653	NTY9049	TX	1740
450	JASMINE R CASTRO	TRAVIS	78753	MKG1831	TX	652
451	FAIRYN MCCALL WILLIAMS	TRAVIS	78660	PPG5704	TX	1316
452	STEVEN ANDREW ANDERSON REBECCA SHANTAL JAYACHANDRA	TRAVIS	78653	PKZ4891	TX	1674
453	TANISHA DESHAYE HARDISON	TRAVIS	78752	PSK8886	TX	1694
454	CARLOS ARTURO MORA HERNANDEZ	BASTROP	78621	JDG5627	TX	1357
455	BRAYLIN CARDELL WILLIAMS	BASTROP	78602	NFZ7875	TX	1226
456	BOBBY MARTINEZ DEZARAE MARTINEZ	TRAVIS	78725	NYZ9661	TX	1562
457	SHAREEKA RENEE MCFARLAND	CORYELL	76522	PDZ0253	TX	1557



CTRMA Prohibited Vehicles

458	TRANSCO LIVERY SERVICE DBA CAREY OF AUSTIN	TRAVIS	78725	MKJ1808	TX	1469
459	ALEXIS MARQUIS REESE	TRAVIS	78653	PLW8043	TX	1724
460	ASHLEY SALAZAR	WILLIAMSON	78641	PLW9409	TX	1339
461	ALIJAH SCOTT	WILLIAMSON	76574	LCX9424	TX	1585
462	SCOTT ALLEN DEMOSS DEBORAH LEE NEWSOM	WILLIAMSON	78641	FXR0408	TX	672
463	FELICIA DIANN AUSBIE CHIMNEY	LAMAR	75462	NFT6559	TX	1437
464	LEJORDAN M DAVIS	TRAVIS	78762	PLX7339	TX	1755
465	GLORIA ELIZABETH MATHIS	WILLIAMSON	78641	NXL1385	TX	1180
466	TESSA HESLOP	TRAVIS	78645	NTY4415	TX	991
467	ROBERT HERNANDEZ	TRAVIS	78758	NNM4647	TX	1182
468	GILBERTO PALOS JR	TRAVIS	78653	PBG7206	TX	1863
469	DERRAIL DRAVANI HALL	TRAVIS	78745	NFX8544	TX	1357
470	WESLEY HOWARD LOWRANCE	WILLIAMSON	78642	PLT0395	TX	1299
471	CHRISTINA MORIN STEPHEN MICHEL MORIN	CORYELL	76522	KYY8588	TX	928
472	AUDRIA ROBINSON HAMMOND ANGELA DEZELL GREEN	TAYLOR	79601	NGB9910	TX	1153
473	CAPITAL DISPOSAL LLC	TRAVIS	78617	PLC0845	TX	838
474	MARY ALICE JAIMES MEGAN ELIZABETH JONES	TRAVIS	78745	PJB1349	TX	1487
475	CRISTIAN ALICEA	TRAVIS	78653	NYH3024	TX	1562
476	CLIFTON TERRELL CHATMAN	TRAVIS	78725	PJL5690	TX	1672
477	MILTON ALBERTO SANTIAGO CHUCA	TRAVIS	78758	KZH0609	TX	1329
478	KAIYLA MONCHEIRE WASHINGTON	DALLAS	75039	LZP6189	TX	1294
479	ALEXIS RENE COLWELL	TRAVIS	78758	PJL8355	TX	1224
480	ASHLEY MICHELL BENFORD	TRAVIS	78724	NYG6435	TX	1534
481	MARC ANGEL ZUNIGA-GONZALEZ	TRAVIS	78744	NNM6685	TX	1676
482	JUAN HUMBERTO HERNANDEZ ARIZA	TRAVIS	78741	GKZ8468	TX	1416
483	FIRST FLEET MSTR TITLNG TRST US BANK	DALLAS	55116	R306211	MN	349
484	SANDRA KAY GILKEY	WILLIAMSON	76530	NLJ1801	TX	1455
485	ANGIE MARIN REYES	TRAVIS	78653	PJL1069	TX	1601
486	ENEDELIA MEDINA CANO JESUS C CANO	TRAVIS	78744	JGH0008	TX	1543
487	BRIAN LEA SOUTHERS	TRAVIS	78759	PPR0902	TX	1391
488	RYAN NUNN	WILLIAMSON	78681	NCF9570	TX	1410
489	BRANDON LAMONT BARNETT BRANDY FLORES BARNETT	BASTROP	78957	NVG2872	TX	1368
490	ARTERRA JANAE WATERS	TRAVIS	78724	PPF5451	TX	2012



CTRMA Prohibited Vehicles

491	BLAS EDGARDO SEVILLA SANTOS	TRAVIS	78653	MSF5090	TX	1424
492	SHANITA L NOBLES	TRAVIS	78723	PCC4377	TX	1880
493	HIPOLITO DE LEON-MORENO	TRAVIS	78744	NNM4830	TX	1336
494	EMMA MARIE WHITED DALTON JAMES WHITED	BASTROP	78612	MGN4102	TX	952
495	CASSIDY FISHER	TRAVIS	78744	NCG0239	TX	1462
496	MORGAN BRETT ARCHAMBAULT	WILLIAMSON	78665	PFC4948	TX	1040
497	JEFFREY DAVID GASAWAY	WILLIAMSON	78641	PFC1760	TX	1094
498	THOMAS LEE DAY AURTHUR EUGENE MACKEY	WILLIAMSON	78613	NXL3981	TX	849
499	DELWYN DEWION RANDLE	TRAVIS	78660	NNL4125	TX	1135
500	AZARIA MELANIQUE HOUSTON	TRAVIS	78702	PRF1252	TX	1607
501	JULIE BEREK SCOTT WILLIAM PATRICK GEORGE	WILLIAMSON	76527	PDY8996	TX	611
502	NANCY J PENALOZA-PEREZ JOSEPH GONZALEZ	WILLIAMSON	78664	LXF8481	TX	283
503	ASHLEY ELIZABETH HOLBROOK STEVEN EUGENE HOLBROOK II	BURNET	78611	PDJ6544	TX	729
504	ZOIYEE RENEE GREEN	TRAVIS	78744	PFP4116	TX	1491
505	TAYLOR THOMPSON	WILLIAMSON	76527	NRS4508	TX	1112
506	ARLETTE YOSELINE FLORES	TRAVIS	78617	PLW9069	TX	1296
507	MARGARET FRANCES LOZOYA	TRAVIS	78714	PLX2487	TX	1325
508	VALENCIA CALANDRA DRAKE	WILLIAMSON	78641	PJM0606	TX	1419
509	BREE NICHOLE PASQUALE-ALBERT	WILLIAMSON	78642	PKD2676	TX	1144
510	AMANDA ANN JONES	TRAVIS	78753	NRL5823	TX	1330
511	MARCOS ANTHONY GONZALES	TRAVIS	78741	PLW7698	TX	1679
512	TIMOTHY JOHN OBREGON	TRAVIS	78741	PPF3069	TX	1339
513	JOSE MANUEL JUAREZ	WILLIAMSON	76530	NYH2799	TX	1411
514	DAVID FISHER JOE ZAPATA	TRAVIS	78741	FLH7873	TX	533
515	JANIE VARELA	TRAVIS	78724	NCJ6739	TX	1541
516	LETICIA MARICELLA LOPEZ	TRAVIS	78750	NDP5095	TX	944
517	ARTHUR GATICA JR	TRAVIS	78744	PJK7720	TX	1522
518	ROBERT RODRIGUEZ ROBLEDO	MCLENNAN	76712	PLK5373	TX	1226
519	JOCELYN YAMILETH LOPEZ RIVERA	HARRIS	77040	KTC3556	TX	1250
520	ABRAHAM ALVARADO	HIDALGO	78557	NWL4421	TX	1627
521	ELLEN ELIZABETH SMITH	WILLIAMSON	78642	MRG0241	TX	994
522	LISA ANN AMAYA	WILLIAMSON	78634	PGF8719	TX	632
523	ANNA ALICIA ALBA	WILLIAMSON	78641	NRM7662	TX	782



CTRMA Prohibited Vehicles

524	KATRINA MARA VELA	WILLIAMSON	78613	PLX3475	TX	1222
525	JUSTIN DANIEL POGUE	WILLIAMSON	78642	PDY4981	TX	1156
526	SAVANNAH NICOLE CELEDON	TRAVIS	78741	NDP4732	TX	1436
527	LAYLA REBECCA GONZALEZ	WILLIAMSON	78642	NCK9762	TX	949
528	RYAN DAVID FRITZ CAILEY CHEYENNE FRITZ	WILLIAMSON	76574	PCG7118	TX	704
529	DAVID ALEXANDER SALMONS	WILLIAMSON	78641	PFR7335	TX	1272
530	ISLE D NUNEZ	TRAVIS	78653	KGW0292	TX	1404
531	GUERY DANIELS AGUILAR GODOY BLANCA CAROLINA PEREZ SOSA	TRAVIS	78617	PJL5986	TX	535
532	PEDRO ARGUETA	CORYELL	76522	PJL6291	TX	1027
533	NATALIE NICOLE BRADFORD	WILLIAMSON	78613	PFC2149	TX	1151
534	MARK ANTHONY NAVARRO	TRAVIS	78723	MCJ2156	TX	1790
535	ANA TREVINO	WILLIAMSON	78613	PKD3334	TX	1200
536	MONIC ANTIONETTE ATKINSON STERLIN GEORG DENAE RIVERS	BASTROP	78621	NJR6431	TX	1351
537	MARIA FRANCESCA SALAZAR JR DAVID SAMARIPA	TRAVIS	78753	NCD5514	TX	1361
538	ANDREW REESE	WILLIAMSON	76574	PLV9869	TX	1537
539	JOE M ALEJOS	TRAVIS	78660	PKZ0303	TX	1291
540	ADRIANNA NICOLE LEVY PATRICK DEMOND WASHINGTON JR	TRAVIS	78741	NTY9610	TX	1332
541	JULIET MACHAELA FUENTES	BEXAR	78233	LSS6985	TX	1047
542	JACOB KRAY ELKINS	TRAVIS	78705	MRF9147	TX	1731
543	NESTOR LEON-CIPRIANO	CALDWELL	78616	PPJ9998	TX	694
544	IRVINE LAMONT ALSTON	TRAVIS	78724	T6542K	TX	1230
545	BETHANY LEANNE MORELAND	TRAVIS	78645	LLY7982	TX	873
546	DESIREE DIANE DENSMAN	WILLIAMSON	78641	PGF5032	TX	1178
547	EDWARD MURL FARREL MOLLY LONG FARREL	CALDWELL	78648	MNN9764	TX	1029
548	HARDER MECHANICAL CONTRACTORS	TRAVIS	97208	PCB1331	OR	548
549	TIERRA LORRAINE HARRIS AMBER DEANN HARRIS	WILLIAMSON	78634	PJL5439	TX	1454
550	JENNIFER JOHNS CHARLES	WILLIAMSON	78665	NGM7974	TX	1061
551	BRIAN DALE MOORE	TRAVIS	78617	MPJ5596	TX	979
552	EDGAR RAFAEL MORALES SANCHEZ	TRAVIS	78728	LZP7104	TX	1053
553	MICHAEL EUGENE MCBRIDE	HOOD	76462	LPY8297	TX	1046
554	ANTIONE LADON CAUSEY	TRAVIS	78723	PPF4658	TX	1406
555	THOMAS CHARLES COLLINS III HAILEY MICHELLE COLLINS	TRAVIS	78660	PCB8724	TX	1263



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

556	ASHLEE DAWN LUCAS NECOLE LUCAS	BASTROP	78602	PKW8922	TX	1253
557	SHERMAN MORRIS	DALLAS	75061	NFL5380	TX	904
558	LANDON HEATH HORTON	WILLIAMSON	78613	PNF6722	TX	1232
559	OTONIEL QUEZADA ARELLANO	BASTROP	78612	PKM1378	TX	1198
560	GERARDO MORALES	BEXAR	78109	NNG2056	TX	555
561	MARIA EVA NIETO	TRAVIS	78723	NRM8934	TX	1083
562	MELANIE IRENE PHILLIPS	TRAVIS	78752	PMW1824	TX	1219
563	ALASIA OMINIECE CHESTER	TRAVIS	78721	PCC1687	TX	1660
564	MONESHA HOLLOWAY	TRAVIS	78721	PFR3757	TX	1377
565	TOMAS ELITH TAPIA	TRAVIS	78653	NXJ0455	TX	1297
566	HECTOR MARTINEZ PEREZ	TRAVIS	78745	KVM6778	TX	1218
567	ALEC LEN BEDFORD	TRAVIS	78724	MND3100	TX	1326
568	BRANDON KYLE DAVIS	BASTROP	78602	LXX4474	TX	1289
569	KRISTA ALISON TUCKER	WILLIAMSON	78642	HKR4313	TX	1072
570	ELLEN SUNGYIN WU / KYLE LIAO	WILLIAMSON	78641	NFW6559	TX	1011
571	MANUEL ESTRADA	TRAVIS	78747	NKY7237	TX	1057
572	FERNANDO CESAR HERNANDEZ	TRAVIS	78617	LKV0112	TX	1070
573	OLGA RODRIGUEZ-VASQUEZ	TRAVIS	78617	JLD3361	TX	341
574	AMYA JANANE RICHARDSON	TRAVIS	78617	KNT3222	TX	1167
575	CHARLES CARTER	TRAVIS	78617	CNL7887	TX	1282
576	RICHARD DAVID TORRES	WILLIAMSON	78641	NTF2531	TX	1004
577	APRIL FOSTER	TRAVIS	78754	NLT9919	TX	1434
578	VALERIE DIANE BRITTON	TRAVIS	78748	GCD8811	TX	1307
579	COLTON TROY HAYES	MONTGOMERY	77386	JZK7489	TX	1445
580	MIA DENISE WILLIAMS	WILLIAMSON	78634	MCX6702	TX	773
581	SELMA TOVAR	TRAVIS	78653	PLV8996	TX	1412
582	MILAGROS GUADALUPE GUERRA	TRAVIS	78753	PKZ2533	TX	950
583	RICHARD DELGADO	TRAVIS	78653	644143K	TX	457
584	JO ANNE L ROGERS	WILLIAMSON	78717	PKD2969	TX	868
585	MEGAN KELLEY	NUECES	78410	JNB8881	TX	1093
586	ADRIANA NATALIE DOMINGUEZ	TRAVIS	78758	PPF4910	TX	1367
587	BRANDY JOANN NELLON MCFARLAND	WILLIAMSON	78729	NTV0422	TX	1122
588	GILBERT YANEZ	TRAVIS	78721	PPG5546	TX	1311



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

589	DESJAMBER RAQUEL WASHINGTON	TRAVIS	78653	PKZ3622	TX	1535
590	FATEIN ZAYED	WILLIAMSON	78628	NKL1428	TX	1223
591	DEBBIE DENICE SORRELLS	TRAVIS	78725	PPF8563	TX	1387
592	DARRELL DAMON HUNT	TRAVIS	78752	MKW5801	TX	1047
593	FREDDY GOMEZ ALVEAR	FORT BEND	77493	NZK8776	TX	897
594	MISTY LYNN DEATHERAGE CHEYENNE DAWN UNDERWOOD	BEXAR	78109	NTZ5566	TX	998
595	SEZAR ZAVALA	BASTROP	78602	PJK6543	TX	1237
596	KEVIN WILLIAM CASSIDY	WILLIAMSON	78641	PJL4310	TX	1121
597	BERTHA SANCHEZ	TRAVIS	78723	NYZ9162	TX	1194
598	ANTHONY EUGENE MOSLEY JR	TRAVIS	78653	NYZ0548	TX	1521
599	ELIZABETH LOPEZ EZIQUIEL GUERRERO JR	TRAVIS	78653	PMD8996	TX	1506
600	SHAREA LA VETTE RANDEL	TRAVIS	78741	NDP5715	TX	1280
601	BERENICE ESTRADA OSORIO	BASTROP	78612	PPC7987	TX	1157
602	ALBERT RAY SOTO SHIRLEY HEMMIS SOTO	VICTORIA	77904	LFG0747	TX	1168
603	MESHA LASHELL BARNES ANTHONY LANARD BARNES	TRAVIS	78653	PFR6045	TX	1449
604	JACOB ALBERT RAGSDALE	LEE	78947	NDP5638	TX	1258
605	ERICA WILLIAMS JOHNATHAN MICHAEL WILLIAMS	TRAVIS	78702	PMW1589	TX	1419
606	JONATHAN RYAN RAMON DOLORES CEDILLO RAMON	TRAVIS	78721	PPF7380	TX	1359
607	KRYSTAL LYNN CHANDLER	WILLIAMSON	78613	PNC0189	TX	1162
608	KELLY ROSE MCELLIGOTT	TRAVIS	78758	LXF4069	TX	1010
609	MAYA JOSEPHINE BALLEJO FRANK BALLEJO	WILLIAMSON	78613	KFT7632	TX	818
610	BALDEMAR EDIBERTO FLORES	HIDALGO	78573	LZD1181	TX	1379
611	WILLIAM KERRY JORDAN JR JAZZMINE DEVEON TRIM	TRAVIS	78754	MRG3360	TX	1333
612	ALEXIS RENEE CANTU RITA MARIE CANTU	WILLIAMSON	78665	PFR0459	TX	1314
613	ASHLEY MARIE RAMIREZ	TRAVIS	78744	MHD1642	TX	1156
614	MICHAEL ROY LOFTON	TRAVIS	78660	PGF4281	TX	1240
615	ERIC BYRON WILDER	TRAVIS	78741	NFY0685	TX	438
616	JULIAN R HERNANDEZ JR	TRAVIS	78704	GXF3352	TX	1045
617	RAYAUNA WILSON	TRAVIS	78753	NYZ9691	TX	863
618	KENISHA RASHON GEORGE	TRAVIS	78745	PJK8426	TX	1463
619	CHRISTOPHER MICHAEL DAVID BRENDA QUINTERO DAVID	TRAVIS	78653	NNL3997	TX	1205
620	ELEUTERIO PUENTE SALAS	TRAVIS	78617	PJL0679	TX	1160
621	TREAVOR KEITH TREADWELL	BASTROP	78650	NYZ4428	TX	1394



CTRMA Prohibited Vehicles

622	NADYELI MEDINA CASANOVA	BASTROP	78621	PPF7573	TX	1464
623	OCTAVIA TYRAI DESEREE ALBRIGHT	WILLIAMSON	78664	NFZ7540	TX	1229
624	ADRIAN RUBEN GARCIA	TRAVIS	78747	NCF3473	TX	1049
625	JOSE ALFREDO ROJAS	TRAVIS	78752	JVM6588	TX	1099
626	JESUS ALVAREZ SINECIO	BASTROP	78621	NYZ9807	TX	1242
627	GERBER MENA	WILLIAMSON	78642	191C652	TX	294
628	CARMELO ANDRES TREJO JR	TRAVIS	78748	PJM0611	TX	1282
629	JACOB RASH	WILLIAMSON	78613	NFW9693	TX	1080
630	BRIAN T CAIRNS	WILLIAMSON	78613	PCJ4934	TX	901
631	EBONI OGLETREE	TRAVIS	78745	NZB0234	TX	1336
632	5 STAR IRRIGATION & LANDSCAPE SOPHIA MARIE MACEDO	TRAVIS	78617	NND9108	TX	445
633	DEREK RYAN GOULDING DIAZ KELLIE TATUM DIAZ	WILLIAMSON	78613	MNB3754	TX	724
634	THOMAS BLAKE BROSIG RACHEL LEAH BROSIG	WILLIAMSON	78642	FUNDEM	TX	1194
635	JERRY CERDA JUSTIN R CERDA	WILLIAMSON	78664	MLW4156	TX	1150
636	FERNANDO U. TRUJILLO SARABIA KARLA YADRIA ACOSTA	TRAVIS	78754	PLW8318	TX	420
637	KYLEE CHRISTINE JOYCE RANGEL	TRAVIS	78724	PJK7590	TX	1469
638	LAUREN ELLICE SOLOMON	TRAVIS	78725	PJL0225	TX	1147
639	JESSE RAMOS HERNANDEZ	HAYS	78640	PGL1273	TX	943
640	STEPHRON TYRELLE FOSTER	TRAVIS	78723	PLX2878	TX	1588
641	MARLENNE MALDONADO	BEXAR	78253	NXM3344	TX	998

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

RESOLUTION NO. 22-048

AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 301.012

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

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


WHEREAS, by Resolution No. 22-042 dated September 28, 2022, the Board adopted the 2022 Strategic Plan, which includes a revised Mobility Authority mission statement; and

WHEREAS, the Executive Director recommends that the Board of Directors amend Policy Code Section 301.012 as shown in Exhibit A to remove the prior mission statement and make other clarifying edits regarding the purpose of Article 10 of the Policy Code.

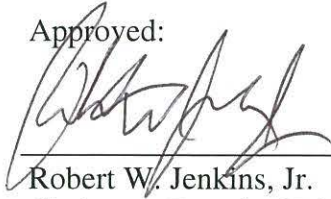
NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends Mobility Authority Policy Code Section 301.012 as shown in Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of October 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:


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

Exhibit A

MOBILITY AUTHORITY POLICY CODE

is any merit to such appeal and is not required to undertake any formal proceedings to make such determination.

Article 10. OPERATIONS

301.012 ~~Statement of General Policy Purpose~~

~~The mission of the authority is to implement innovative multi-modal transportation solutions that reduce congestion and create transportation choices that enhance quality of life and economic vitality. It is the policy of the authority that all actions shall be based on achieving the highest degree of regional mobility and transportation safety while encouraging economic development and enhancing the quality of life.~~

~~Pursuant to Section 370.033(a)(12), Transportation Code, this article adopts and establishes rules for the use of the authority's transportation projects.~~ These provisions are in addition to and an enhancement of the provisions of Subtitle C, Title 7, Transportation Code (the “Statutory Rules of the Road”). The authority expressly adopts these provisions and those set forth in the Statutory Rules of the Road. To the extent any conflict arises between the provisions hereof and the Statutory Rules of the Road that cannot be overcome through any reasonable consideration of both, the Statutory Rules of the Road shall control.

301.013 Definitions

The following words and terms, when used in these policies, shall have the following meanings, unless the context clearly indicates otherwise:

- (1) Median: the area between traffic lanes for the purpose of separating traffic
- (2) Toll Plaza: The area where tolls are collected
- (3) Toll Gantry: A structural frame installed over tolled roadways and/or ramps supporting electronic toll collection systems.

301.014 Speed Limits

(a) Subchapter H, Chapter 545, Transportation Code, “Speed Restrictions,” governs speeds on highways in the State of Texas. The authority has the authority to alter prima facie speed limits on its toll roads, provided the Procedures for Establishing Speed Zones are followed.

(b) Guidelines established by Texas Department of Transportation Procedures for Establishing Speed Zones, current edition, will be used in conducting Speed Zone Studies and establishing Speed Limits on authority operated toll roads. The data collected during the Speed Zone Studies are analyzed to determine the 85th Percentile Speed. The 85th Percentile Speed is the speed at which

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

RESOLUTION NO. 22-049

**APPROVE THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR
INTELLIGENT TRANSPORTATION SYSTEM PERFORMANCE-BASED
MAINTENANCE SERVICES**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Toll system Maintenance Services Contract with Kapsch TrafficCom USA, Inc, which includes installation and maintenance services for the Mobility Authority's intelligent transportation system (ITS); and

WHEREAS, the Mobility Authority has an ongoing need for ITS maintenance and construction services for all existing and future ITS elements on the Mobility Authority's system, including installation services, on-call emergency repair and/or replacement work, and regular maintenance related to ITS devices, communications, electrification, and infrastructure; and


WHEREAS, Mobility Authority operations staff have determined that it would be beneficial for these ITS services to be performed under a separate contract from toll systems installation and maintenance; and

WHEREAS, in order to obtain the required ITS services, the Executive Director recommends and requests that the Board authorize him to issue a request for proposals for ITS performance-based maintenance services with an allowance for an Executive Director approved shortlist.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the Executive Director to develop and issue a request for proposals for intelligent transportation system performance-based maintenance services with an allowance for an Executive Director approved shortlist.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of October 2022.

Submitted and reviewed by:



James M. Bass
Executive Director

Approved:



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

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

RESOLUTION NO. 22-050

**APPROVING A CONTRACT WITH TIGHT LINE CONSTRUCTION LLC FOR
LANDSCAPE IMPROVEMENTS AT AUSTIN'S MEMORIAL PARK CEMETARY**

WHEREAS, by Resolution No. 21-051, dated August 25, 2021, the Board of Directors approved Memorandum of Agreement with the Texas Department of Transportation, State of Texas Historic Preservation Officer and the City of Austin for tree planting and other improvements designed to minimize the impact of the Mopac Improvement Project on the Austin Memorial Park Cemetery (the MoPac Cemetery Tree Planting Project); and

WHEREAS, the Mobility Authority solicited bids for the MoPac Cemetery Tree Planting Project on September 7, 2022 and received two (2) bids by the bid opening on October 13, 2022; and

WHEREAS, Mobility Authority engineering staff reviewed the bids and determined the lowest responsive and responsible bidder is Tight Line Construction LLC; and

WHEREAS, the Executive Director recommends that the Board approve a contract with Tight Line Construction LLC for the MoPac Cemetery Tree Planting Project in an amount not to exceed \$333,935.00 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves a contract with Tight Line Construction LLC for the MoPac Cemetery Tree Planting Project in an amount not to exceed \$333,935.00 and hereby authorizes the Executive Director to finalize and execute the contract in the 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 26th day of October 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

MoPac Improvement Project

CTRMA Contract No.: 23SL122701C

Bid Documents

Advertisement: September 7, 2022

Pre-Qualification Deadline: 12:00 PM September 28, 2022

Bid Date: 2:00 PM October 13, 2022

Central Texas Regional Mobility Authority

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

September 7, 2022

Central Texas Regional Mobility Authority

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/627bce974380fe5060ac6f5a/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, October 13, 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 twenty-nine (29) 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.

A Full NTP will be issued no later than 180 calendar days after award for the Contractor to begin work. Time charges will begin accruing upon issuance of the Full NTP.

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

- Irrigation System
- Tree and Brush Removal
- Tree Planting

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 September 29, 2022 via the project's CivCastUSA website <https://www.civcastusa.com/project/627bce974380fe5060ac6f5a/summary>.

Prequalification requirements:

- Attend the Mandatory Pre-Bid Meeting
- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$500,000
- 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 September 28, 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 September 7, 2022 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website <https://www.civcastusa.com/project/627bce974380fe5060ac6f5a/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 M. Bass, Executive Director
Austin, Texas

Central Texas Regional Mobility Authority

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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 \$500,000.
- 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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

BID FOR MOPAC IMPROVEMENT PROJECT CONSTRUCTION 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 twenty-nine (29) 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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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 13th day of October,
2022, for Contract No. 23SL122701C in connection with the MoPac Improvement 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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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 13th day of October,
2022, for Contract No. 23SL122701C in connection with the MoPac Improvement 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 contract, 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 contract, 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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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. 23SL122701C,
entitled MoPac Improvement 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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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. 23SL122701C, entitled MoPac Improvement 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 twenty-nine (29) 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 M. 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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

SEALS

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:



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

TBPE REG. #F-474

09/01/2022

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

Basis of Estimate

Item	Description	**Rate
168	Vegetative Watering Permanent Seed or Sod Temporary	20 GAL/SY 10 GAL/SY

** For Informational Purposes Only

GENERAL

The "Engineer" shall be the Central Texas Regional Mobility Authority's (Mobility Authority) 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 by the Mobility Authority.

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.

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.

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.

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

Contractor is responsible for verifying the location of all utilities (overhead and underground) and notifying the Engineer of any discrepancies before beginning construction. Contractor shall contact utility companies 48 hours prior to construction and take "caution" in areas where utilities are close together to avoid damaging the utilities.

Contractor shall notify the archaeologist 48 hours prior to beginning any excavation.

Both TxDOT owned and CTRMA owned Intelligent Transportation Systems (ITS) Infrastructure may exist within the limits of this project and the system must remain operational throughout construction. The exact location of ITS Infrastructure is not known. Backbone and hub communication fiber links are critical and must be maintained during the duration of the project. Proposed and temporary ITS and toll systems shall operate as a coherent system. Short periods for switchovers must be scheduled with TxDOT and the Mobility Authority and should occur at night. Power and communications to ITS and toll devices must be maintained. Changeovers for both temporary and permanent ITS must be scheduled with TxDOT and the Mobility Authority and provide 30 days advance written notice prior to modifying the ITS or toll system.

Use caution if working in these areas to avoid damaging or interfering with existing facilities and infrastructure. Repair any damage to the ITS, toll system, and infrastructure within 8 hours of occurrence at no cost to TxDOT/Mobility Authority. 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 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. Upon completion of installation of permanent fiber optic duct bank and cable and switchover from temporary to permanent has been made, remove all temporary optic cable, timber poles, messenger cable and ground boxes. Temporary conduit to existing ground boxes shall be separated from existing ground boxes and access port to ground box shall be repaired. Provide notification to TxDOT and the Mobility Authority 48 hours in advance of changeovers for both temporary and permanent ITS and provide anticipated duration of down time.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Any accidental damage to the existing property due to Contractor operations will be repaired at the contractor's expense. Damage to any Austin Memorial Park Cemetery property must be reported to the archaeologist immediately.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way 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 right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

Protect all areas of the right of way (ROW) that are not included in the actual limits of proposed construction areas. Exercise care to prevent damage of trees, vegetation and other natural surroundings. Areas not to be disturbed will be as directed by the Engineer. Restore any area disturbed by the Contractor's operations to a condition as good as, or better than, before the beginning of work.

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. Materials, as specified by the Engineer, will be removed at the Contractor's expense.

ITEM 5 – CONTROL OF THE WORK

Provide a 72-hour advance email notice to AUS_Locate@txdot.gov to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system. Provide a 72-hour advance notice to the Engineer to request locates on the Mobility Authority's system.

If this Agreement authorizes the Authority or its contractor to perform any work on State right of way, before beginning work 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 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 Construction, Engineering and Inspections (CE&I) Firm's Resident Engineer (RE) and additional staff, as appropriate.

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 5 business days' notice for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

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

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

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 exceeding 14 calendar days. 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.

Collect wastewater generated on-site by chemical toilets and transport off the recharge zone and dispose of properly.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

For projects with PSLs in Edwards Aquifer Recharge/Contributing Zone or in USACE Jurisdictional Area:

Project Specific Location (PSL) in Edwards Aquifer Recharge and Contributing Zone

Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to

use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

PSL in USACE Jurisdictional Area

Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
 - a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
 - b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
 - c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
 - a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
 - b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

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 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 cease immediately. 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 caused by migratory birds or bats. This work is subsidiary.

Law Enforcement Personnel.

Submit charge summary and invoices using Mobility Authority-provided forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site.

If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

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.

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

ITEM 8 – PROSECUTION AND PROGRESS

Working days will be charged based on a standard workweek.

Work shall be suspended during active ceremonies and may resume after ceremonies have concluded. Contractor shall check in at the Austin Memorial Park Cemetery office prior to beginning work each day to receive the schedule of ceremonies for the day.

The Archaeologist must be present to observe all excavation. Do not excavate if the Archaeologist is not present to observe. If an artifact is discovered, construction will cease in the immediate area. Cease work to allow the Archaeologist to inspect the excavation. Work may

proceed in other areas as directed by the Engineer. Contractor shall provide safety fencing to protect the open excavation, as directed by the Engineer. Safety fencing is to be paid via force account.

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

Provide via email a 3-week look-ahead schedule in Gantt chart format. Submit weekly prior to the project meeting or by noon on Friday, whichever comes first.

Lane Closure Assessment

Rates for lane closures will be assessed as shown in the **Table 1** below. Unallowable lane closures during specific timeframes will be assessed based on these fees on an hourly basis. For Lane Closure Assessments, the hour will be broken into four 15-minute periods, rounded up to the nearest 15-minute period. These assessments apply to late closure pickup as well.

Table 1: Lane Closure Assessment Rates

Lane Closure Period	Late Charges (Per Lane)			
	MoPac (Loop 1)		RM 2222 (Northland Dr)	
	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 southbound lane of traffic closed on Mopac (Loop 1) until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. Refer to Item 502 for Allowable Lane Closure Times. The late charges will be accrued as follows:

$$1 \text{ lane closed} \times [\$7,500 + \$7,500 + \$7,500] = \$22,500$$

Emergency lane closures are not subject to lane closure charge 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.

ITEM 132 – ALL EMBANKMENT

Obtain approval of all compaction equipment prior to backfilling and/or embankment operations.

ITEM 162 – SODDING FOR EROSION CONTROL

Provide common Bermuda. Provide St. Augustine if the adjacent grass is St. Augustine.

Sod all ground disturbed within the work area and along the access route.

ITEM 168 – VEGETATIVE WATERING

Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater but will be resumed before the soil dries out. Continue watering until final acceptance.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer’s specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

Use methods that avoid over spray onto areas that have not been seeded or sodded. Obtain approval from the Engineer for the method of vegetative watering. Keep the Engineer informed of areas where Vegetative Watering has been performed.

ITEM 192 – LANDSCAPE PLANTING

Landscape with native trees & shrubs in accordance with TxDOT’s Roadside Vegetation Maintenance Manual – Vegetative Management Guidelines and in compliance with the intent of FHWA Executive Memorandum on Beneficial Landscapes and the FHWA Executive Order on Invasive Species.

Furnish and utilize “Gator Bags” or equal water delivery device for each 15-gallon tree. “Gator Bags or approved equal” will not be paid directly and will be considered subsidiary this item. Submit sample for engineer’s approval.

Contractor shall ensure all plantings and backfill remain moist throughout the 90 day maintenance period. Watering of landscape plants will not be paid directly and will be considered subsidiary to the various bid items.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

<u>Roadway</u>	<u>Limits</u>	<u>Allowable Closure Time</u>
LP 1	W. 45 th St. to RM 2222	8 P to 5 A
RM 2222	LP 1 to Shoal Creek Blvd	8 P to 5 A

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/TxDOT. 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.

For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: 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 erosion, sedimentation and environmental 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.

The temporary construction fence must be non-ground disturbing.

ITEM 508 – CONSTRUCTING DETOURS

The existing slope varies between 6:1 and 3:1 within the right of way and may not be suitable for workers and equipment to access the temporary gate location. Excavation and/or embankment may be necessary to prepare a temporary path traversable by the equipment. Contractor shall construct a temporary path within the fenced ROW area to the proposed temporary gate. The temporary path shall be wide enough to safely transport materials and equipment to work area.

The temporary path shall be removed and the slope shall be restored to its existing condition at the completion of construction, this work is subsidiary to the pertinent item.

ITEM 550 – CHAIN LINK FENCE

Furnish a 2 in. wide stainless steel outdoor padlock for the gate with two keys. Deliver one key to the Engineer following installation.

ITEM 734 - LITTER REMOVAL

Remove all litter within the Work Area shown on the project layout.

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 methods has been provided to the employees. This work is subsidiary.

Shredded vegetation may be blended, at a rate not to exceed 15 percent by volume, with Item 160 if the maximum dimension is not greater than 2 in.

Any trees tangled in the fence should not be removed. Contractor shall confirm which trees will remain in place with the Engineer prior to beginning removals.

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

A TMA/TA shall be used when installing and removing a TCP setup. The same TMA/TA used for the TCP installation/removal shall be used and paid in the same manner as the TCP setup.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the project.

Shadow Vehicle with TMA is required for setup/removal of traffic control devices.

Central Texas Regional Mobility Authority

MOPAC IMPROVEMENT PROJECT

CONTRACT NO. 23SL122701C

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 104 REMOVING CONCRETE

ITEM 162 SODDING FOR EROSION CONTROL(166) (168)

ITEM 168 VEGETATIVE WATERING

 ITEM 170 IRRIGATION SYSTEM(402) (403) (618) (620) (622) (624) (628)

ITEM 192 LANDSCAPE PLANTING(161) (166) (168)

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)

ITEM 508 CONSTRUCTING DETOURS

ITEM 531 SIDEWALKS (104) (360) (420) (421) (440) (530)

ITEM 550 CHAIN LINK FENCE (421) (445)

ITEM 734 LITTER REMOVAL

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---003)

SPECIAL PROVISION TO ITEM 000 (000---004)

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

SPECIAL PROVISION TO ITEM 000 (000---010)

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 000 (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 004 (005---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---001)

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---011)

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

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

SPECIAL SPECIFICATIONS:

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN

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

Certification of Nondiscrimination in Employment



1. GENERAL

By signing this proposal, the Bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note—The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision to Item 000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)



1. GENERAL

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. GOALS

2.1. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

2.2. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for minority participation in each trade, %	Goals for female participation in each trade, %
See Table 1	6.9

2.3. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2.4. A Contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each Contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Department within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Department in the award. The notification will list the names,

address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. COVERED AREA

As used in this special provision, and in the Contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. REPORTS

The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1
Goals for Minority Participation

County	Participation, %	County	Participation, %
Anderson	22.5	Chambers	27.4
Andrews	18.9	Cherokee	22.5
Angelina	22.5	Childress	11.0
Aransas	44.2	Clay	12.4
Archer	11.0	Cochran	19.5
Armstrong	11.0	Coke	20.0
Atascosa	49.4	Coleman	10.9
Austin	27.4	Collin	18.2
Bailey	19.5	Collingsworth	11.0
Bandera	49.4	Colorado	27.4
Bastrop	24.2	Comal	47.8
Baylor	11.0	Comanche	10.9
Bee	44.2	Concho	20.0
Bell	16.4	Cooke	17.2
Bexar	47.8	Coryell	16.4
Blanco	24.2	Cottle	11.0
Borden	19.5	Crane	18.9
Bosque	18.6	Crockett	20.0
Bowie	19.7	Crosby	19.5
Brazoria	27.3	Culberson	49.0
Brazos	23.7	Dallam	11.0
Brewster	49.0	Dallas	18.2
Briscoe	11.0	Dawson	19.5
Brooks	44.2	Deaf Smith	11.0
Brown	10.9	Delta	17.2
Burleson	27.4	Denton	18.2
Burnet	24.2	DeWitt	27.4
Caldwell	24.2	Dickens	19.5
Calhoun	27.4	Dimmit	49.4
Callahan	11.6	Donley	11.0
Cameron	71.0	Duval	44.2
Camp	20.2	Eastland	10.9
Carson	11.0	Ector	15.1
Cass	20.2	Edwards	49.4
Castro	11.0	Ellis	18.2

County	Participation, %	County	Participation, %
El Paso	57.8	Kenedy	44.2
Erath	17.2	Kent	10.9
Falls	18.6	Kerr	49.4
Fannin	17.2	Kimble	20.0
Fayette	27.4	King	19.5
Fisher	10.9	Kinney	49.4
Floyd	19.5	Kleberg	44.2
Foard	11.0	Knox	10.9
Fort Bend	27.3	Lamar	20.2
Franklin	17.2	Lamb	19.5
Freestone	18.6	Lampasas	18.6
Frio	49.4	LaSalle	49.4
Gaines	19.5	Lavaca	27.4
Galveston	28.9	Lee	24.2
Garza	19.5	Leon	27.4
Gillespie	49.4	Liberty	27.3
Glasscock	18.9	Limestone	18.6
Goliad	27.4	Lipscomb	11.0
Gonzales	49.4	Live Oak	44.2
Gray	11.0	Llano	24.2
Grayson	9.4	Loving	18.9
Gregg	22.8	Lubbock	19.6
Grimes	27.4	Lynn	19.5
Guadalupe	47.8	Madison	27.4
Hale	19.5	Marion	22.5
Hall	11.0	Martin	18.9
Hamilton	18.6	Mason	20.0
Hansford	11.0	Matagorda	27.4
Hardeman	11.0	Maverick	49.4
Hardin	22.6	McCulloch	20.0
Harris	27.3	McLennan	20.7
Harrison	22.8	McMullen	49.4
Hartley	11.0	Medina	49.4
Haskell	10.9	Menard	20.0
Hays	24.1	Midland	19.1
Hemphill	11.0	Milam	18.6
Henderson	22.5	Mills	18.6
Hidalgo	72.8	Mitchell	10.9
Hill	18.6	Montague	17.2
Hockley	19.5	Montgomery	27.3
Hood	18.2	Moore	11.0
Hopkins	17.2	Morris	20.2
Houston	22.5	Motley	19.5
Howard	18.9	Nacogdoches	22.5
Hudspeth	49.0	Navarro	17.2
Hunt	17.2	Newton	22.6
Hutchinson	11.0	Nolan	10.9
Irion	20.0	Nueces	41.7
Jack	17.2	Ochiltree	11.0
Jackson	27.4	Oldham	11.0
Jasper	22.6	Orange	22.6
Jeff Davis	49.0	Palo Pinto	17.2
Jefferson	22.6	Panola	22.5
Jim Hogg	49.4	Parker	18.2
Jim Wells	44.2	Parmer	11.0
Johnson	18.2	Pecos	18.9
Jones	11.6	Polk	27.4
Karnes	49.4	Potter	9.3
Kaufman	18.2	Presidio	49.0
Kendall	49.4	Randall	9.3

County	Participation, %	County	Participation, %
Rains	17.2	Reagan	20.0
Real	49.4	Throckmorton	10.9
Red River	20.2	Titus	20.2
Reeves	18.9	Tom Green	19.2
Refugio	44.2	Travis	24.1
Roberts	11.0	Trinity	27.4
Robertson	27.4	Tyler	22.6
Rockwall	18.2	Upshur	22.5
Runnels	20.0	Upton	18.9
Rusk	22.5	Uvalde	49.4
Sabine	22.6	Val Verde	49.4
San Augustine	22.5	Van Zandt	17.2
San Jacinto	27.4	Victoria	27.4
San Patricio	41.7	Walker	27.4
San Saba	20.0	Waller	27.3
Schleicher	20.0	Ward	18.9
Scurry	10.9	Washington	27.4
Shackelford	10.9	Webb	87.3
Shelby	22.5	Wharton	27.4
Sherman	11.0	Wheeler	11.0
Smith	23.5	Wichita	12.4
Somervell	17.2	Wilbarger	11.0
Starr	72.9	Willacy	72.9
Stephens	10.9	Williamson	24.1
Sterling	20.0	Wilson	49.4
Stonewall	10.9	Winkler	18.9
Sutton	20.0	Wise	18.2
Swisher	11.0	Wood	22.5
Tarrant	18.2	Yoakum	19.5
Taylor	11.6	Young	11.0
Terrell	20.0	Zapata	49.4
Terry	19.5	Zavala	49.4

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

Important Notice to Contractors



By the 20th day of each month, report to the Engineer the number of incidents and injuries that occurred on the project the previous month. Report:

- the total number of incidents and injuries for the Contractor and all subcontractors, and
- the number of Contractor and subcontractor-related incidents and injuries that involved a third party.

An "incident" is defined as any work-related occurrence that caused damage only to vehicles, equipment, materials, etc.

An "injury" is defined as an OSHA recordable injury.

Acquire an Electronic Project Records System (EPRS) account to report incidents and injuries. Submit an EPRS User Access Request Form (Form 2451) to request an account. This form can be found at <http://www.txdot.gov/business/resources/doing-business/prequalification.html>.

Report injuries and incidents using the EPRS website located at <https://apps.dot.state.tx.us/apps/eprs/InjuryIncident/InjryIncndt.aspx>.

Failure to submit this information to the Engineers by the 20th day of each month will result in the Department taking actions including, but not limited to withholding estimates and suspending the work. This report will not be paid for directly, but will be considered subsidiary to Items of the contract.

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 000

Important Notice to Contractors



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1317
15,000,000	25,000,000	1718
25,000,000	50,000,000	2411
50,000,000	Over 50,000,000	4265

In addition to the amount shown in Table 1, 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 pavement construction, resurfacing, traffic control devices, and pavement markings are in their final position at this time.
- All work shown as Contractor responsibility in the Toll System Responsibility Matrix (Special Specification 9011) is complete. Contractor shall provide 120 calendar days, prior to substantial completion for the System Integrator's installation and testing of toll equipment at each toll gantry... The Contractor shall provide ninety (90) calendar days at each toll gantry for the SI to complete installation activities, and thirty (30) calendar days at each toll gantry to complete testing activities. Refer to the Toll System Responsibility Matrix for additional requirements.
- All sidewalks and shared use paths 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 \$500,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Allen.Yu@atkinsglobal.com and Zane.Reid@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, City of Austin.

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, City of Austin, 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 5.12., "Final Acceptance," is supplemented by the following:

Contractor warrants all materials and workmanship and that the work is in conformance with the Bid Documents and Plans included in this Contract for a period of one year from the date of the Certificate of Final Acceptance of the entire project. Said warranty binds Contractor to correct any work that does not conform with such Bid Documents and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one year period. Contractor must, at its own expense, correct any such defect within 30 days after receiving written notice of such defect from CTRMA by repairing the same to the condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30-day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, CTRMA may repair or cause to be repaired any such defect by calling the Contractor's Warranty Bond.

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.

Section 7.2.6.5, "Training," is supplemented by the following:

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. If no training period is prescribed by the provider, then training is valid for 3 yrs. from the date of completion. The Engineer may require training at a frequency in lieu 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.

2.6.5.1. Department-approved Training. Department-approved training is listed below. For Section 7.2.6.5.1.4., "Other Work Zone Personnel", the Contractor may use Contractor-developed Training in lieu of Department-approved Training.

2.6.5.1.1 Contractor Responsible Person and Alternate.

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Supervisor
National Highway Institute ¹	Design and Operation of Work Zone Traffic Control, Work Zone Traffic Control for Maintenance Operations
Texas Engineering Extension Service	Work Zone Traffic Control for CRPs
University of Texas Arlington, Division for Enterprise Development	Traffic Control Supervisor

1. Both classes are required in order to equal the level of training taught in a single class by other providers.

2.6.5.1.2. Flagger Instructor Training.

Provider	Course Title
American Traffic Safety Services Association	Flagging Instructor Training
Texas Engineering Extension Service	Train-the-Trainer Flaggers
National Safety Council	Flagger Instructor Training
University of Texas at Arlington, Division for Enterprise Development	Certified Instructor: Qualified Flagger Training

Flagger Training.

Provider	Course Title
Texas Engineering Extension Service	Flaggers in the Work Zone
National Safety Council	Work Zone Flagger (Flagger Novice)
University of Texas Arlington, Division for Enterprise Development	Flaggers in Work Zones
University of Texas at Arlington, Division for Enterprise Development	Work Zone Traffic Control & Qualified Flagger
Associated Builders and Contractors, Austin Chapter	Flagger Training

2.6.5.1.3. Law Enforcement Personnel.

Provider	Course Title
National Highway Institute	Safe and Effective Use of Law Enforcement Personnel in Work Zones

2.6.5.1.4. Other Work Zone Personnel.

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Technician
Texas Engineering Extension Service	Work Zone Traffic Control
National Highway Institute	Maintenance of Traffic for Technicians
National Highway Institute	Maintenance Training Series: Basics of Work Zone Traffic Control
University of Texas at Arlington, Division for Enterprise Development	Temporary Traffic Control

2.6.5.2. 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 in lieu 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.

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

2.6.5.2.2 Other Work Zone Personnel Minimum Requirements. 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; 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; Stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect 4+ 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.
 - 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. Discussion on 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 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 City of Austin".

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 City of Austin 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 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.