



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, September 28, 2022

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

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

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

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

## AGENDA

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

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

### ***Consent Agenda***

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

2. Approve the minutes from the August 31, 2022 Regular Board Meeting and Strategic Plan Workshop.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

## **Regular Items**

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

4. Accept financial statements for August 2022.
5. Discuss and consider adoption of the 2022 Strategic Plan.
6. Discuss and consider approving a contract with Deloitte Consulting LLP for continued development of a data platform and associated transaction reporting to support toll transaction management.
7. Discuss and consider approving a contract with The Levy Company, Inc. for the SH 71 and 183 Toll Sign Improvement Maintenance Project.

## **Briefings and Reports**

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

8. Executive Director Report.
  - A. Agency performance metrics.
    - (i) Roadway performance
    - (ii) Call-Center performance

## **Executive Session**

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

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

9. Discuss the sale, transfer, or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property).
10. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).

11. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
12. Discuss personnel matters as authorized by §551.074 (Personnel Matters).
13. Discuss security assessments and deployments relating to information resources technology as authorized by §551.089 (Deliberation Regarding Security Devices or Security Audits).

## ***Reconvene in Open Session.***

## ***Regular Items***

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

14. Discuss and consider approving the second amendment to the design-build contract with Colorado River Constructors for the 183 South Project to modify procedures for appeal of the contract disputes review board's recommendations.
15. Adjourn meeting.

## ***Notes***

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

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

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

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

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

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

*Mobility Authority Board Meeting Agenda  
Wednesday, September 28, 2022*

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

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

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

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

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

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

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #1

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Welcome and opportunity for public  
comment

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #2

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Approve the minutes from the August  
31, 2022 Regular Board Meeting

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

**Description/Background:** Approve the attached draft minutes for the August 31, 2022, Regular Board Meeting.

**Backup provided:** Draft minutes

## MINUTES

### Regular Meeting of the Board of Directors of the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, August 31, 2022

9:00 a.m.

This was an in person meeting. Notice of the meeting was posted August 26, 2022, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Robert Jenkins, Vice Chair Nikelle Meade and Board Members David Singleton, David Armbrust, Mike Doss\*, Heather Gaddes and Jay Blazek Crossley were present in the Lebermann Board Room.

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

<https://mobilityauthority.swagit.com/play/08312022-583>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:05 a.m. and had each Board Member state their name for the record and confirm that they could both hear and be heard by all other attendees that were present in-person.

1. Welcome and opportunity for public comment.

Chairman Jenkins called up Tom Schwerdt who had signed up to provide public comment but was not present.

#### **Consent Agenda**

2. Approve the minutes from the July 27, 2022 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS:                      RESOLUTION NO. 22-034**

4. Approve an interlocal agreement with the Texas Department of Transportation to co-locate personnel at TxTAG Customer Service Centers.

**ADOPTED AS:                      RESOLUTION NO. 22-035**

**MOTION:** Approve Item Nos. 2 thru 4.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** Jay Crossley  
**SECONDED BY:** Nikelle Meade  
**AYE:** Armbrust, Crossley, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.

**Regular Items**

5. Accept the unaudited financial statements for June 2022 and financial statements for July 2022.

Presentation by Jose Hernandez, Chief Financial Officer.

**ADOPTED AS:** **RESOLUTION NO. 22-036**

**MOTION:** Accept the unaudited financial statements for June 2022 and financial statements for July 2022.  
**RESULT:** Approved (Unanimous); 6-0  
**MOTION:** Nikelle Meade  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Crossley, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.

\*NOTE: Mike Doss arrived at the dais at 9:37 a.m.

6. Discuss and consider approving a contract with Dan Williams Company for the construction of the Barton Skyway Ramp Relief Project.

Presentation by Mike Sexton, P.E., Acting Director of Engineering.

**ADOPTED AS:** **RESOLUTION NO. 22-037**

**MOTION:** Approve a contract with Dan Williams Company for the construction of the Barton Skyway Ramp Relief Project.  
**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** David Armbrust  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Crossley, Doss, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.



## **Briefings and Reports**

### **7. Executive Director Report.**

Presentation by James M. Bass, Executive Director

- A. Agency performance metrics.
  - (i) Roadway performance
  - (ii) Call-Center performance

## **Executive Session**

Chairman Jenkins announced in open session at 9:49 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 8.** Discuss the sale, transfer, or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).
- 9.** Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 10.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
- 11.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 11:55 a.m.

## **Regular Items**

- 12.** Discuss and consider approving an amendment to the design-build contract with Colorado River Constructors for the 183 South Project to extend the time to informally resolve claims.

Presentation by Geoff Petrov, General Counsel.

**ADOPTED AS:                    RESOLUTION NO. 22-038**

**MOTION:** Approve an amendment to the design-build contract with Colorado River Constructors for the 183 South Project to extend the time to informally resolve claims.

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

**MOTION:** Heather Gaddes

**SECONDED BY:** David Armbrust

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

**NAY:** None.

13. Discuss and consider amending the Executive Director’s Employment Agreement Meeting.

Presentation by Chairman Jenkins.

**ADOPTED AS:** **RESOLUTION NO. 22-039**

**MOTION:** Amend the Executive Director’s Employment Agreement Meeting.

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

**MOTION:** Mike Doss

**SECONDED BY:** David Singleton

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

**NAY:** None.

At 11:57 a.m. Chairman Jenkins announced the board would take a break for the reconfiguration and preparation of the Lebermann Board Room to facilitate discussion during the Strategic Plan Workshop.

**Strategic Plan Workshop**

At 12:22 p.m. Chairman Jenkins initiated the Strategic Plan Workshop discussion.

14. Presentation and discussion of the draft Mobility Authority Strategic Plan.

15. Adjourn Meeting.

The meeting adjourned at 2:36 p.m.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## September 28, 2022 AGENDA ITEM #3

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

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

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

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

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

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

**Financing:** Not applicable.

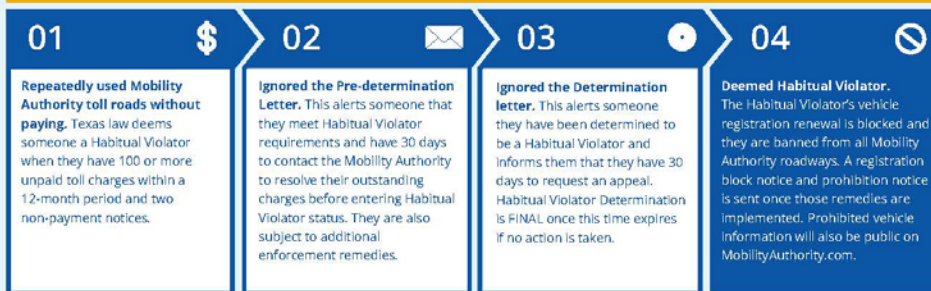
**Action requested/Staff Recommendation:** Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

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



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

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



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

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

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

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 22-0XX**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective September 28, 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 28<sup>th</sup> day of September 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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



**Exhibit A**

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #4

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Accept the financial statements for  
August 2022

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

**Project Description/Background:** Presentation and acceptance of the financial statements for August 2022.

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

**Financing:** N/A

**Action requested/Staff Recommendation:** Accept the financial statements for August 2022.

**Backup provided:** Draft Resolution  
Draft financial statements for August 2022

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

**RESOLUTION NO. 22-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR AUGUST 2022**

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of August 2022, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for August 2022, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of September 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending August 31, 2022**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	119,610,800	20,261,274	16.94%	19,071,327
Video Tolls	46,743,300	8,636,463	18.48%	7,133,258
Fee Revenue	13,845,900	1,503,924	10.86%	2,382,412
<b>Total Operating Revenue</b>	<b>180,200,000</b>	<b>30,401,661</b>	<b>16.87%</b>	<b>28,586,997</b>
<b>Other Revenue</b>				
Interest Income	3,190,301	1,944,424	60.95%	36,338
Grant Revenue	1,359,833	-	-	20,995
Misc Revenue	130,000	9,434	7.26%	38,248
Gain/Loss on Sale of Asset	-	-	-	6,568
<b>Total Other Revenue</b>	<b>4,680,134</b>	<b>1,953,857</b>	<b>41.75%</b>	<b>102,149</b>
<b>TOTAL REVENUE</b>	<b>\$184,880,134</b>	<b>\$32,355,519</b>	<b>17.50%</b>	<b>28,689,146</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,621,321	490,469	10.61%	622,078
Salary Reserve	80,000	-	-	-
TCDRS	1,046,269	97,357	9.31%	101,832
FICA	232,304	24,971	10.75%	30,981
FICA MED	67,009	7,072	10.55%	10,169
Health Insurance Expense	580,271	56,735	9.78%	64,078
Life Insurance Expense	5,972	678	11.35%	1,193
Auto Allowance Expense	10,200	1,063	10.42%	1,275
Other Benefits	126,590	12,229	9.66%	18,211
Unemployment Taxes	4,608	18	0.39%	166
<b>Total Salaries and Benefits</b>	<b>6,774,544</b>	<b>690,592</b>	<b>10.19%</b>	<b>849,984</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending August 31, 2022**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	9,500	1,222	12.86%	1,277
Auditing	190,000	-	-	-
Financial Advisors	108,000	36,000	33.33%	-
Human Resources	30,000	479	1.60%	84
Legal	70,000	1,770	2.53%	-
IT Services	350,000	24,654	7.04%	21,482
Internet	150	-	-	-
Software Licenses	557,500	29,668	5.32%	24,918
Cell Phones	24,200	1,747	7.22%	2,935
Local Telephone Service	10,000	16,047	160.47%	14,625
Overnight Delivery Services	250	40	16.06%	44
Copy Machine	15,500	2,544	16.41%	1,272
Repair & Maintenance-General	8,000	-	-	-
Meeting Expense	12,750	2,891	22.67%	83
Toll Tag Expense	3,000	100	3.33%	300
Parking / Local Ride Share	2,800	30	1.07%	-
Mileage Reimbursement	3,950	123	3.12%	11
Insurance Expense	651,250	85,376	13.11%	102,598
Rent Expense	731,203	124,013	16.96%	96,373
Building Parking	3,500	333	9.50%	22
Legal Services	443,000	340	0.08%	10,389
<b>Total Administrative and Office Expenses</b>	<b>3,224,553</b>	<b>327,376</b>	<b>10.15%</b>	<b>276,414</b>
<b>Office Supplies</b>				
Books & Publications	3,250	308	9.46%	292
Office Supplies	7,750	1,112	14.34%	475
Misc Office Equipment	4,500	-	-	630
Computer Supplies	221,950	52,142	23.49%	6,030
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	3,100	85	2.75%	-
Postage Expense	550	122	22.20%	112
<b>Total Office Supplies</b>	<b>246,100</b>	<b>53,769</b>	<b>21.85%</b>	<b>7,538</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending August 31, 2022**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	75,000	-	-	-
Website Maintenance	111,500	15,136	13.57%	5,477
Research Services	140,000	-	-	-
Communications and Marketing	400,000	-	-	12,827
Advertising Expense	500,000	42,670	8.53%	48,832
Direct Mail	65,000	-	-	-
Video Production	82,500	28,359	34.37%	8,820
Photography	25,000	450	1.80%	199
Radio	50,000	-	-	-
Other Public Relations	2,500	-	-	-
Promotional Items	520,000	-	-	-
Annual Report printing	1,500	-	-	780
Direct Mail Printing	26,000	-	-	-
Other Communication Expenses	15,000	7,188	47.92%	10,760
<b>Total Communications and Public Relations</b>	<b>2,014,000</b>	<b>93,803</b>	<b>4.66%</b>	<b>87,695</b>
<b>Employee Development</b>				
Subscriptions	50,700	264	0.52%	123
Agency Memberships	78,550	-	-	150
Continuing Education	4,800	-	-	-
Professional Development	19,150	-	-	-
Other Licenses	1,900	375	19.74%	375
Seminars and Conferences	118,500	30,700	25.91%	-
Travel	93,500	-	-	-
<b>Total Employee Development</b>	<b>367,100</b>	<b>31,339</b>	<b>8.54%</b>	<b>648</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	60,000	15,000	25.00%	11,463
Bank Fee Expense	3,240	185	5.71%	638
Continuing Disclosure	7,000	-	-	-
Arbitrage Rebate Calculation	15,000	16,300	108.67%	-
Rating Agency Expense	50,000	31,000	62.00%	-
<b>Total Financing and Banking Fees</b>	<b>135,240</b>	<b>62,485</b>	<b>46.20%</b>	<b>12,100</b>
<b>Total Administrative</b>	<b>5,986,993</b>	<b>568,772</b>	<b>9.50%</b>	<b>384,395</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending August 31, 2022**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	763,997	210,712	27.58%	226,485
GEC-Financial Planning Support	275,000	46,465	16.90%	21,492
GEC-Toll Ops Support	2,550,000	101,146	3.97%	195,930
GEC-Roadway Ops Support	1,411,139	81,800	5.80%	61,672
GEC-Technology Support	654,369	129,877	19.85%	221,342
GEC-Public Information Support	200,000	19,246	9.62%	32,253
GEC-General Support	1,360,000	106,464	7.83%	191,720
General System Consultant	1,159,640	84,877	7.32%	152,849
Traffic Modeling	150,000	-	-	936
Traffic and Revenue Consultant	500,000	82,508	16.50%	-
<b>Total Operations and Maintenance Consulting</b>	<b>9,024,145</b>	<b>863,095</b>	<b>9.56%</b>	<b>1,104,678</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	1,868,052	695,433	37.23%	9,056
Landscape Maintenance	2,949,320	912,025	30.92%	199,715
Maintenance Supplies-Roadway	300,000	-	-	26,100
Tools & Equipment Expense	25,000	444	1.78%	-
Gasoline	30,000	3,450	11.50%	2,423
Repair & Maintenance - Vehicles	10,000	396	3.96%	234
Natural Gas	2,500	771	30.84%	656
Electricity - Roadways	250,000	42,810	17.12%	23,345
<b>Total Roadway Operations and Maintenance</b>	<b>5,434,872</b>	<b>1,655,328</b>	<b>30.46%</b>	<b>261,530</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	4,208,340	334,192	7.94%	306,910
Tag Collection Fees	8,453,846	1,508,831	17.85%	1,485,254
Court Enforcement Costs	10,000	-	-	-
DMV Lookup Fees	200	-	-	-
<b>Total Processing and Collection Expense</b>	<b>12,672,387</b>	<b>1,843,023</b>	<b>14.54%</b>	<b>1,792,164</b>



**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending August 31, 2022**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	82	16.45%	-
Refuse	2,180	324	14.85%	262
Water - Irrigation	7,500	2,334	31.12%	423
Electricity	500	111	22.17%	123
ETC spare parts expense	200,000	-	-	-
Repair & Maintenance Toll Equip	50,000	31,491	62.98%	-
Law Enforcement	500,000	66,950	13.39%	26,200
ETC Maintenance Contract	6,000,000	334,139	5.57%	43,900
Transaction Processing Maintenance Contract	1,500,000	-	-	-
ETC Toll Management Center System Operation	875,000	76,630	8.76%	37,500
ETC Development	559,000	-	-	106,556
ETC Testing	275,000	-	-	-
<b>Total Toll Operations Expense</b>	<b>9,972,680</b>	<b>512,061</b>	<b>5.13%</b>	<b>214,965</b>
<b>Total Operations and Maintenance</b>	<b>37,104,083</b>	<b>4,873,508</b>	<b>13.13%</b>	<b>3,373,337</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	149,000	24,638	16.54%	12,319
Special Projects	100,000	-	-	-
71 Express Net Revenue Payment	5,000,000	-	-	-
Customer Relations	3,000	-	-	-
Technology Initiatives	75,000	-	-	7,058
Other Contractual Svcs	370,000	49,500	13.38%	17,000
Contingency	300,000	-	-	-
<b>Total Special Projects and Contingencies</b>	<b>5,997,000</b>	<b>74,138</b>	<b>1.24%</b>	<b>36,377</b>
<b>Non Cash Expenses</b>				
Amortization Expense	2,020,950	213,382	10.56%	233,186
Amort Expense - Refund Savings	9,073,105	886,852	9.77%	452,571
Dep Exp - Furniture & Fixtures	2,178	436	20.00%	436
Dep Expense - Equipment	-	-	-	417
Dep Expense - Autos & Trucks	46,496	8,892	19.12%	3,823
Dep Expense - Buildng & Toll Fac	176,748	29,458	16.67%	29,458
Dep Expense - Highways & Bridges	53,479,102	8,436,924	15.78%	8,436,924
Dep Expense - Toll Equipment	4,736,604	698,975	14.76%	679,072
Dep Expense - Signs	1,052,717	169,428	16.09%	169,428
Dep Expense - Land Improvements	884,934	147,489	16.67%	147,489
Depreciation Expense - Computers	64,319	31,514	49.00%	31,514
<b>Total Non Cash Expenses</b>	<b>71,537,153</b>	<b>10,623,349</b>	<b>14.85%</b>	<b>10,184,317</b>
<b>Total Other Expenses</b>	<b>77,534,153</b>	<b>10,697,487</b>	<b>13.80%</b>	<b>10,220,695</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending August 31, 2022**

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Operating Expenses</b>				
Bond Issuance Expense	1,250,000	88,049	7.04%	140,570
Loan Fee Expense	14,500	-	-	-
Interest Expense	83,664,454	13,003,297	15.54%	13,707,378
Community Initiatives	150,000	-	-	2,550
<b>Total Non Operating Expenses</b>	<b>\$85,078,954</b>	<b>\$13,091,346</b>	<b>15.39%</b>	<b>\$13,850,498</b>
<hr/>				
<b>TOTAL EXPENSES</b>	<b>212,478,727</b>	<b>29,921,704</b>	<b>14.08%</b>	<b>28,678,909</b>
<b>Net Income</b>	<b>\$ (27,598,593)</b>	<b>\$ 2,433,815</b>		<b>\$ 10,237</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of August 31, 2022**

	as of 08/31/2022	as of 08/31/2021
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Cash</b>		
Regions Operating Account	\$ 2,795,467	\$ 918,633
Cash in TexStar	42,849	440,210
Regions Payroll Account	96,550	166,851
<b>Restricted Cash</b>		
Goldman Sachs FSGF 465	982,744,133	806,475,366
Restricted Cash - TexSTAR	10,388,374	154,480,846
Overpayments account	291,128	688,742
<b>Total Cash and Cash Equivalents</b>	<u>996,358,500</u>	<u>963,170,649</u>
<b>Accounts Receivable</b>		
Accounts Receivable	2,770,089	2,770,089
Due From Other Agencies	69,732	76,268
Due From TTA	604,373	2,134,668
Due From NTTA	1,110,520	1,247,828
Due From HCTRA	1,842,768	1,715,017
Due From TxDOT	4,153,555	361,003
Interest Receivable	708,479	1,964,162
<b>Total Receivables</b>	<u>11,259,516</u>	<u>10,269,034</u>
<b>Short Term Investments</b>		
Treasuries	-	268,632,640
Agencies	112,436,936	-
<b>Total Short Term Investments</b>	<u>112,436,936</u>	<u>268,632,640</u>
<b>Total Current Assets</b>	<u>1,120,054,953</u>	<u>1,242,072,323</u>
<b>Total Construction in Progress</b>	297,896,258	204,822,886
<b>Fixed Assets (Net of Depreciation and Amortization)</b>		
Computers	66,993	256,074
Computer Software	1,573,709	2,424,280
Furniture and Fixtures	1,742	4,356
Equipment	9,624	120,047
Autos and Trucks	84,991	35,709
Buildings and Toll Facilities	4,387,561	4,564,308
Highways and Bridges	1,708,237,966	1,754,222,113
Toll Equipment	19,320,520	21,796,971
Signs	12,974,251	13,562,630
Land Improvements	6,051,780	6,936,714
Right of way	88,149,606	88,149,606
Leasehold Improvements	37,021	83,164
<b>Total Fixed Assets</b>	<u>1,840,895,764</u>	<u>1,892,155,973</u>
<b>Other Assets</b>		
Intangible Assets-Net	174,405,333	123,933,985
2005 Bond Insurance Costs	3,345,875	3,611,848
Prepaid Insurance	42,688	51,299
Deferred Outflows (pension related)	675,913	641,074
Pension Asset	2,549,818	591,247
<b>Total Other Assets</b>	<u>181,019,627</u>	<u>128,829,452</u>
<b>Total Assets</b>	<u><u>\$ 3,439,866,601</u></u>	<u><u>\$ 3,467,880,634</u></u>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of August 31, 2022**

	as of 08/31/2022		as of 08/31/2021	
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$ 43,514,320		\$ 66,803,210	
Construction Payable	5,356,306		11,551,951	
Overpayments	294,629		692,058	
Interest Payable	13,632,683		17,122,619	
TCDRS Payable	71,893		82,882	
Due to other Agencies	3,073		8,018	
Due to TTA	606,448		636,027	
Due to NTTA	-		91,905	
Due to HCTRA	132,638		128,705	
Due to Other Entities	55,983		1,302,613	
71E TxDOT Obligation - ST	1,818,107		1,523,691	
<b>Total Current Liabilities</b>		<b>65,486,080</b>		<b>99,943,679</b>
<b>Long Term Liabilities</b>				
Compensated Absences	268,014		290,123	
Deferred Inflows (pension related)	1,481,361		109,052	
<b>Long Term Payables</b>		<b>1,749,375</b>		<b>399,175</b>
<b>Bonds Payable</b>				
<b>Senior Lien Revenue Bonds:</b>				
Senior Lien Revenue Bonds 2010	88,711,545		82,336,073	
Senior Lien Revenue Bonds 2011	19,037,840		18,760,451	
Senior Refunding Bonds 2013	3,475,000		7,080,000	
Senior Lien Revenue Bonds 2015	10,000,000		298,790,000	
Senior Lien Refunding Revenue Bonds 2016	70,790,000		348,295,000	
Senior Lien Revenue Bonds 2018	44,345,000		44,345,000	
Senior Lien Revenue Bonds 2020A	50,265,000		50,265,000	
Senior Lien Refunding Bonds 2020B	55,600,000		56,205,000	
Senior Lien Refunding Bonds 2020C	138,435,000		138,435,000	
Senior Lien Revenue Bonds 2020E	167,160,000		167,160,000	
Senior Lien Revenue Bonds 2021B	255,075,000		255,075,000	
Senior Lien Refunding Bonds 2021D	274,625,000		-	
Senior Lien Refunding Bonds 2021E	335,610,000		-	
Sn Lien Rev Bnd Prem/Disc 2013	596,372		2,385,490	
Sn Lien Revenue Bnd Prem 2015	-		16,988,417	
Senior Lien Premium 2016 Revenue Bonds	7,456,351		38,299,760	
Sn Lien Revenue Bond Premium 2018	3,105,362		3,371,935	
Senior Lien Revenue Bond Premium 2020A	11,318,006		11,450,447	
Senior Lien Refunding Bond Premium 2020B	11,682,477		12,217,552	
Senior Lien Revenue Bonds Premium 2020E	25,570,024		27,285,411	
Senior Lien Revenue Bonds Premium 2021B	53,451,667		53,721,177	
Senior Lien Refunding Bonds Premium 2021D	44,780,143		-	
<b>Total Senior Lien Revenue Bonds</b>		<b>1,671,089,788</b>		<b>1,632,466,712</b>
<b>Sub Lien Revenue Bonds:</b>				
Sub Lien Refunding Bonds 2013	2,725,000		5,320,000	
Sub Lien Refunding Bonds 2016	72,605,000		73,055,000	
Subordinated Lien BANs 2018	-		46,020,000	
Sub Lien Refunding Bonds 2020D	98,580,000		99,705,000	
Subordinated Lien BANs 2020F	110,875,000		110,875,000	
Subordinate Lien Refunding Bonds 2020G	61,570,000		61,570,000	
Subordinated Lien BANs 2021C	244,185,000		244,185,000	
Sub Refunding 2013 Prem/Disc	127,249		508,997	
Sub Refunding 2016 Prem/Disc	5,655,571		6,476,588	
Sub Lien BANs 2018 Premium	-		88,189	
Subordinated Lien BANs 2020F Premium	9,340,018		13,342,882	
Subordinated Lien Refunding Bonds Premium 2020G	7,100,891		7,504,863	
Sub Lien BANs 2021C Premium	32,983,935		40,595,613	
<b>Total Sub Lien Revenue Bonds</b>		<b>645,747,664</b>		<b>709,247,131</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of August 31, 2022**

	as of 08/31/2022	as of 08/31/2021
<b>Other Obligations</b>		
TIFIA Note 2021	352,597,160	306,447,585
71E TxDOT Obligation - LT	55,077,264	57,263,411
Regions 2017 MoPAC Note	-	24,990,900
Regions 2022 MoPac Loan	24,690,900	-
<b>Total Other Obligations</b>	<u>432,365,324</u>	<u>388,701,896</u>
<b>Total Long Term Liabilities</b>	<u>2,750,952,151</u>	<u>2,730,814,915</u>
<b>Total Liabilities</b>	<u><b>2,816,438,231</b></u>	<u><b>2,830,758,593</b></u>
	<b>NET ASSETS</b>	
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	499,532,189	515,649,438
Current Year Operations	2,434,077	10,499
<b>Total Net Assets</b>	<u><b>623,428,370</b></u>	<u><b>637,122,041</b></u>
<b>Total Liabilities and Net Assets</b>	<u><b>\$ 3,439,866,601</b></u>	<u><b>\$ 3,467,880,634</b></u>

**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of August 2022**

**Cash flows from operating activities:**

Receipts from toll revenues	\$	31,434,155
Payments to vendors		(7,008,528)
Payments to employees		(739,853)
Net cash flows provided by (used in) operating activities		23,685,774

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

Issuance Expense		(88,049)
Payments on bonds / loans		(300,000)
Interest payments		(39,904,215)
Acquisition of capital assets - non project		(1,133,692)
Acquisitions of construction in progress		(14,437,788)
Net cash flows provided by (used in) capital and related financing activities		(55,863,744)

**Cash flows from investing activities:**

Interest Receivable		(13,119)
Interest income		1,945,034
Purchase of investments		(14,069,764)
Proceeds from sale or maturity of investments		11,600,000
Net cash flows provided by (used in) investing activities		(524,730)
Net increase (decrease) in cash and cash equivalents		(32,702,701)
Cash and cash equivalents at beginning of period		1,029,061,201
Cash and cash equivalents at end of period	\$	996,358,500

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

Operating income	\$	14,440,797
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		9,728,806
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(1,019,375)
(Increase) decrease in prepaid expenses and other assets		85,376
(Decrease) increase in accounts payable		1,403,713
Increase (decrease) in accrued expenses		(953,543)
Total adjustments		9,244,977
Net cash flows provided by (used in) operating activities	\$	23,685,774

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$	176,138,192
Restricted cash and cash equivalents		820,220,308
Total	\$	996,358,500

**INVESTMENTS by FUND**

		Balance August 31, 2022		
Renewal & Replacement Fund				
TexSTAR	1,802.46		TexSTAR	10,431,222.84
Goldman Sachs	19,078.57		Goldman Sachs	977,247,588.67
Agencies/ Treasuries		20,881.03	Agencies & Treasury Notes	112,444,442.74
Grant Fund				\$ 1,100,123,254.25
TexSTAR	456,703.15			
Goldman Sachs	7,206,204.66			
Agencies/ Treasuries	2,444,987.88	10,107,895.69		
<b>Senior Debt Service Reserve Fund</b>				
TexSTAR	991,188.21			
Goldman Sachs	97,266,783.36			
Agencies/ Treasuries	9,999,950.44	108,257,922.01		
2010 Senior Lien Debt Service Account				
Goldman Sachs	60,837.62	60,837.62		
2011 Sr Debt Service Accountt				
Goldman Sachs	2,491,209.23	2,491,209.23		
2013 Sr Debt Service Accountt				
Goldman Sachs	2,349,967.04	2,349,967.04		
2013 Sub Debt Service Account				
Goldman Sachs	1,842,818.51	1,842,818.51		
2013 Sub Debt Service Reserve Fund				
Goldman Sachs	123.65	784,463.26		
TexSTAR	784,339.61			
2015 Sr Debt Service Account				
Goldman Sachs	4,494,995.93	4,494,995.93		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	10,294,355.33	10,294,355.33		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,331,663.19	1,331,663.19		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	7,018,361.48			
Agencies/ Treasuries	-	7,018,361.48		
Operating Fund				
TexSTAR	42,849.34			
TexSTAR-Trustee	5,024,502.99			
Goldman Sachs	7,762,787.68	12,830,140.01		
Revenue Fund				
Goldman Sachs	8,032,736.04	8,032,736.04		
General Fund				
TexSTAR	1,143,771.52			
Goldman Sachs	122,880,283.68			
Agencies/ Treasuries	-	124,024,055.20		
71E Revenue Fund				
Goldman Sachs	23,110,368.33	23,110,368.33		
MoPac Revenue Fund				
Goldman Sachs	443,654.66	443,654.66		
MoPac General Fund				
Goldman Sachs	11,810,183.79	11,810,183.79		
MoPac Operating Fund				
Goldman Sachs	476,347.55	476,347.55		
MoPac Loan Repayment Fund				
Goldman Sachs	289,551.56	289,551.56		
2015B Project Account				
Goldman Sachs	42,109,862.26			
TexSTAR	351,542.38	42,461,404.64		
2015 TIFIA Project Account				
Goldman Sachs	38,603,936.40			
TexSTAR	698,394.40			
Agencies/ Treasuries	-	39,302,330.80		
2011 Sr Financial Assistance Fund				
Goldman Sachs	976,263.91	976,279.92		
TexSTAR	16.01			
2018 Sr Lien Debt Service Account				
Goldman Sachs	302,945.38	302,945.38		
2018 Sr Lien Project Cap I				
Goldman Sachs	200,396.85	200,396.85		
2018 Sr Lien Project Account				
Goldman Sachs	11,003,962.48			
TexSTAR	936,112.77	11,940,075.25		
2020A Senior Lien Debt Service Account				
Goldman Sachs	861,302.19	861,302.19		
2020B Senior Lien Debt Service Account				
Goldman Sachs	870,873.17	870,873.17		
2020C Senior Lien Debt Service Account				
Goldman Sachs	631,944.03	631,944.03		
2020D Sub Lien Debt Service Account				
Goldman Sachs	1,257,708.94	1,257,708.94		
2020D Sub Debt Service Reserve Fund				
Goldman Sachs	8,146,797.25	8,146,797.25		
2020E Senior Lien Project Account				
Goldman Sachs	151,994,033.76	151,994,033.76		
2020E Senior Lien Project Cap Interest				
Goldman Sachs	21,775,464.36	21,775,464.36		
2020F Sub Lien Project Account				
Goldman Sachs	25,518,561.50	25,518,561.50		
2020F Sub Lien Deb Service Account				
Goldman Sachs	926,989.05	926,989.05		
2020G Sub Lien Debt Service Account				
Goldman Sachs	426,828.81	426,828.81		
2020G Sub Lien Debt Service Reserve Account				
Goldman Sachs	2,655,331.16	2,655,331.16		
2021A Sub Lien Debt Service Reserve Account				
Goldman Sachs	11,052,799.07	11,052,799.07	29,657,752.22	
2021A Sub Debt Service Account				
Goldman Sachs	96.05	96.05		
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	46,120,865.48	46,120,865.48		
2021B Senior Lien Project Account				
Goldman Sachs	130,587,798.95			
Agencies/ Treasuries	99,999,504.42	230,587,303.37		
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	1,340.51	1,340.51		
2021C Sub Lien Project Account				
Goldman Sachs	164,155,559.36	164,155,559.36		
2021C Sub Lien Debt Service Account				
Goldman Sachs	2,040,520.34	2,040,520.34		
2021D Senior Lien Debt Service Account				
Goldman Sachs	2,192,875.27	2,192,875.27		
2021E Senior Lien Debt Service Account				
Goldman Sachs	3,650,220.28	3,650,220.28		
		\$ 1,100,123,254.25		

**CTRMA INVESTMENT REPORT**

	Month Ending 8/31/2022					Rate August	
	Balance 8/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 8/31/2022
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	16.01			0.00		16.01	1.9469%
2013 Sub Lien Debt Service Reserve General Fund	783,044.82			1,294.79		784,339.61	1.9469%
Trustee Operating Fund	91,128,107.81			15,663.71	90,000,000.00	1,143,771.52	1.9469%
Renewal and Replacement Grant Fund	4,016,452.92	4,000,000.00		8,050.07	3,000,000.00	5,024,502.99	1.9469%
Senior Lien Debt Service Reserve Fund	1,799.49			2.97		1,802.46	1.9469%
2015B Sr Ln Project	455,949.23			753.92		456,703.15	1.9469%
2015C TIFIA Project	90,975,776.37			15,411.84	90,000,000.00	991,188.21	1.9469%
2018 Sr Lien Project Account	350,962.03			580.35		351,542.38	1.9469%
	697,241.47			1,152.93		698,394.40	1.9469%
	934,567.41			1,545.36		936,112.77	1.9469%
	189,343,917.56	4,000,000.00		44,455.94	183,000,000.00	10,388,373.50	
<b>Amount in TexStar Operating Fund</b>	41,790.90	3,000,000.00		1,058.44	3,000,000.00	42,849.34	1.9469%
<b>Goldman Sachs</b>							
Operating Fund	7,678,930.47	4,076,278.34		9,870.02	4,002,291.15	7,762,787.68	2.0965%
2020A Senior Lien Debt Service Account	761,546.89	98,815.62		939.68		861,302.19	2.0965%
2020B Senior Lien Debt Service Account	593,798.15	276,450.46		624.56		870,873.17	2.0965%
2020C Senior Lien Debt Service Account	317,201.71	314,498.42		243.90		631,944.03	2.0965%
2020D Sub Lien Debt Service Account	914,802.61	341,898.96		1,007.37		1,257,708.94	2.0965%
2020D Sub Debt Service Reserve Fund	8,136,203.22			10,594.03		8,146,797.25	2.0965%
2020E Sr Lien Project Account	151,796,381.44			197,652.32		151,994,033.76	2.0965%
2020E Sr Ln Project Cap Interest	21,747,148.20			28,316.16		21,775,464.36	2.0965%
2020F Sub Lien Project Account	28,893,756.83			41,327.08	3,416,522.41	25,518,561.50	2.0965%
2020F Sub Lien Debt Service Account	465,274.28	461,357.03		357.74		926,989.05	2.0965%
2020G Sub Lien Debt Service Account	214,233.89	212,430.20		164.72		426,828.81	2.0965%
2020G Sub Debt Service Reserve Fund	2,556,190.73	95,863.53		3,276.90		2,655,331.16	2.0965%
2021A Sub Debt Service Reserve Fund	10,491,644.87	547,787.33		13,366.87		11,052,799.07	2.0965%
2021A Sub Debt Service Account	95.93			0.12		96.05	2.0965%
2021B Senior Lien Cap I Project Fund	46,060,891.04			59,974.44		46,120,865.48	2.0965%
2021B Senior Lien Project Account	130,587,797.21			1.74		130,587,798.95	2.0965%
2021C Sub Lien Cap I Project Fund	1,338.77			1.74		1,340.51	2.0965%
2021C Sub Lien Project Account	163,962,927.20			216,027.87	23,395.71	164,155,559.36	2.0965%
2021C Sub Lien Debt Service Account	1,023,511.38	1,016,222.72		786.24		2,040,520.34	2.0965%
2021D Senior Lien Debt Service Account	1,218,784.03	973,027.48		1,063.76		2,192,875.27	2.0965%
2021E Senior Lien Debt Service Account	2,584,476.36	1,062,950.10		2,793.82		3,650,220.28	2.0965%
2011 Sr Financial Assistance Fund	974,994.26			1,269.65		976,263.91	2.0965%
2010 Senior DSF	60,758.50			79.12		60,837.62	2.0965%
2011 Senior Lien Debt Service Account	2,178,145.29	310,394.25		2,669.69		2,491,209.23	2.0965%
2013 Senior Lien Debt Service Account	2,043,774.93	303,693.80		2,498.31		2,349,967.04	2.0965%
2013 Sub Debt Service Reserve Fund	123.49			0.16		123.65	2.0965%
2013 Subordinate Debt Service Account	1,602,691.60	238,167.79		1,959.12		1,842,818.51	2.0965%
2015A Sr Lien Debt Service Account	4,489,150.10			5,845.83		4,494,995.93	2.0965%
2015B Project Account	42,055,097.52			54,764.74		42,109,862.26	2.0965%
2015C TIFIA Project Account	38,654,578.39			50,684.01	101,326.00	38,603,936.40	2.0965%
2016 Sr Lien Rev Refunding Debt Service Account	9,604,884.72	677,326.81		12,143.80		10,294,355.33	2.0965%
2016 Sub Lien Rev Refunding Debt Service Account	959,382.57	371,230.70		1,049.92		1,331,663.19	2.0965%
2016 Sub Lien Rev Refunding DSR	7,009,233.96			9,127.52		7,018,361.48	2.0965%
2018 Sr Lien Project Cap I	200,136.40			260.45		200,396.85	2.0965%
2018 Sr Lien Debt Service Account	151,414.77	151,414.77		115.84		302,945.38	2.0965%
2018 Sr Lien Project Account	10,992,456.24			14,355.01	2,848.77	11,003,962.48	2.0965%
Grant Fund	7,196,832.84			9,371.82		7,206,204.66	2.0965%
Renewal and Replacement	166,386.23	250,000.00		229.75	397,537.41	19,078.57	2.0965%
Revenue Fund	9,386,231.77	15,172,401.93		10,868.99	16,536,766.65	8,032,736.04	2.0965%
General Fund	29,020,889.80	94,072,622.04		36,771.84	250,000.00	122,880,283.68	2.0965%
Senior Lien Debt Service Reserve Fund	7,257,332.76	90,000,000.00		9,450.60		97,266,783.36	2.0965%
71E Revenue Fund	22,282,110.97	906,593.90		28,633.35	106,969.89	23,110,368.33	2.0965%
MoPac Revenue Fund	52,369.64	620,862.14		372.06	229,949.18	443,654.66	2.0965%
MoPac General Fund	11,709,436.88	85,980.93		14,765.98		11,810,183.79	2.0965%
MoPac Operating Fund	701,207.08	50,410.62		1,109.99	276,380.14	476,347.55	2.0965%
MoPac Loan Repayment Fund	145,530.39	143,968.25		52.92		289,551.56	2.0965%
	788,902,086.31	212,832,648.12		856,841.55	25,343,987.31	977,247,588.67	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	112,444,567.94		(125.20)			112,444,442.74	
	112,444,567.94		(125.20)			112,444,442.74	
<b>Certificates of Deposit</b>							
Total in Pools	189,385,708.46	7,000,000.00		45,514.38	186,000,000.00	10,431,222.84	
Total in GS FSGF	788,902,086.31	212,832,648.12		856,841.55	25,343,987.31	977,247,588.67	
Total in Fed Agencies and Treasuries	112,444,567.94		(125.20)			112,444,442.74	
<b>Total Invested</b>	1,090,732,362.71	219,832,648.12		902,355.93	211,343,987.31	1,100,123,254.25	

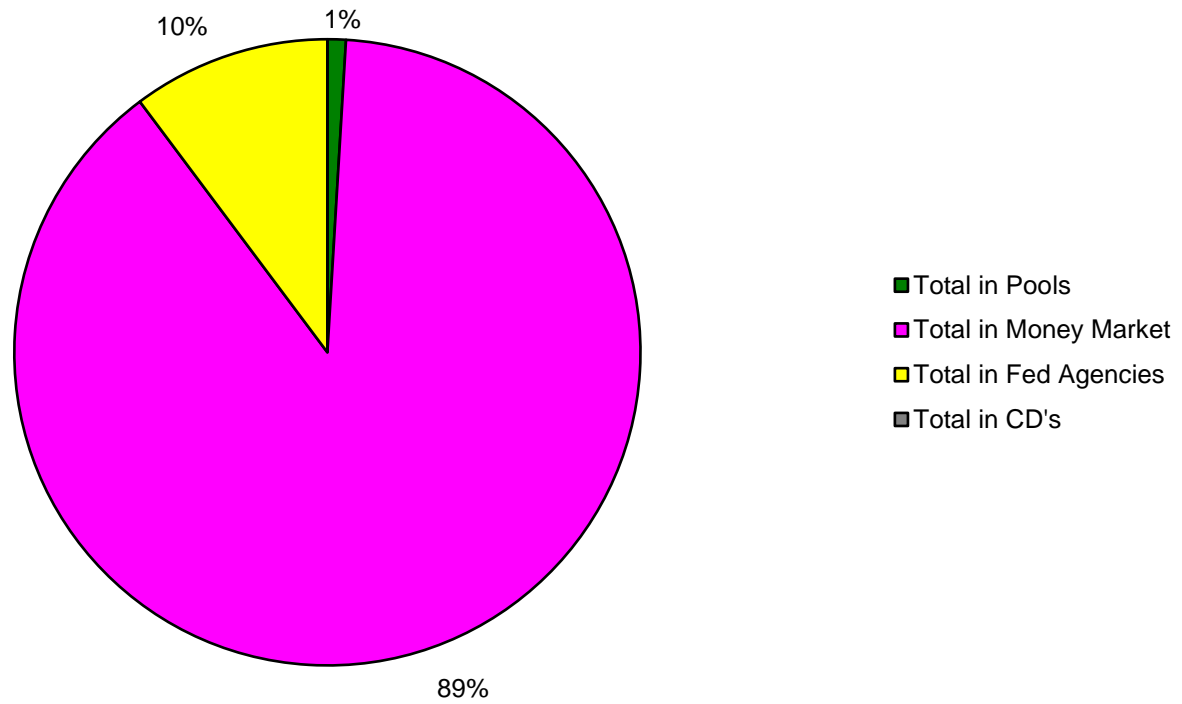
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO  
Mary Temple, Controller



8/31/2022

## Allocation of Funds



Amount of Investments As of August 31, 2022

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,987.88	2,441,601.45	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,950.44	9,986,100.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,999,504.42	99,861,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		<u>112,438,312.90</u>	<u>112,444,442.74</u>	<u>112,288,701.45</u>				

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	133.27	2,444,987.87	2,445,000.00	142.63	12.11	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	545.14	9,999,950.44	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	5,451.43	99,999,504.43	100,000,000.00	5,833.33	495.58	6,328.91
		<u>112,438,312.90</u>	<u>6,129.84</u>	<u>112,444,442.74</u>	<u>112,445,000.00</u>	<u>6,559.29</u>	<u>(125.20)</u>	<u>6,434.09</u>

## ESCROW FUNDS

### Travis County Escrow Fund - Elroy Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	3,774,926.04		5,083.71		3,780,009.75

### Travis County Escrow Fund - Ross Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	116,751.99		169.22		116,921.21

### Travis County Escrow Fund - Old San Antonio Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	47,302.51		66.13		47,368.64

### Travis County Escrow Fund - Old Lockhart Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	262,649.14		417.18		263,066.32

### Travis County Escrow Fund - County Line Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	324,190.50		460.32		324,650.82

### Travis County Escrow Fund - South Pleasant Valley Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	334,023.76		443.20		334,466.96

### Travis County Escrow Fund - Thaxton Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	140,807.79		187.71		140,995.50

### Travis County Escrow Fund - Pearce Lane Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>8/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>8/31/2022</b>
Goldman Sachs	317,605.74		424.90		318,030.64



### PERFORMANCE

#### As of August 31, 2022

Current Invested Balance	\$8,988,292,520.61
Weighted Average Maturity (1)	21 Days
Weighted Average Life (2)	48 Days
Net Asset Value	0.999479
Total Number of Participants	991
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$15,648,991.14
Management Fee Collected	\$468,388.74
% of Portfolio Invested Beyond 1 Year	4.39%
Standard & Poor's Current Rating	AAAm

#### August Averages

Average Invested Balance	\$9,191,699,953.34
Average Monthly Yield, on a simple basis	1.9469%
Average Weighted Maturity (1)	27 Days
Average Weighted Life (2)	50 Days

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

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

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

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

### NEW PARTICIPANTS

We would like to welcome the following entity who joined the TexSTAR program in August:

\* Montgomery County Municipal Utility District No. 88

### HOLIDAY REMINDER

In observance of **Columbus Day, TexSTAR will be closed on Monday, October 10, 2022**. All ACH transactions initiated on Friday, October 7th will settle on Tuesday, October 11th. Please plan accordingly for your liquidity needs.

### ECONOMIC COMMENTARY

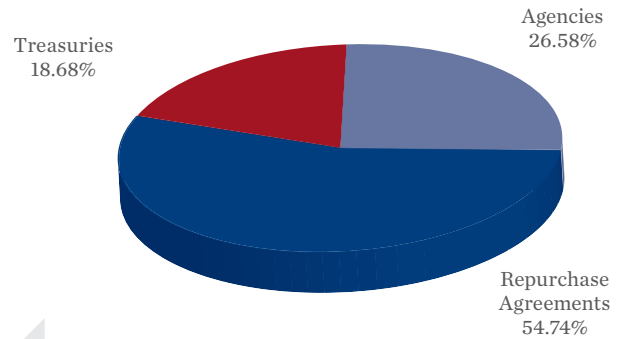
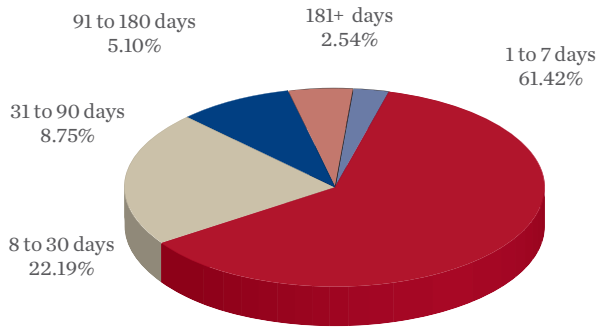
#### Market review

August proved that we are not in a recession just yet, although economic data continued to show the economy losing steam despite sustained strength in the labor market. Investors continued to weigh the risks of high inflation and slowing growth while looking to the Federal Reserve (Fed) for any indication of future interest rate policy. Signs of broad-based weakening in the economy remained evident as soaring inflation, supply constraints, rising interest rates and growing uncertainty about the economic outlook have weighed on activity. While real consumer spending rose 0.2% month-over-month (m/m) in July and in line with pre-pandemic standards, it came in short of expectations for the month. Flash August manufacturing and services purchasing managers' indices (PMIs) confirmed the widespread weakening in the economy, with both indicators decreasing relative to July. The manufacturing PMI declined to 51.3 from 52.2 and the services PMI plunged to 44.2 from 47.3. New home sales fell 12.6% in July and are down 29.6% year-over-year (y/y), as housing affordability challenged homebuyers. The median price of new homes was up 5.9% m/m, and the 30-year fixed mortgage rate climbed above 5.50%. Positively, inflation showed signs of softening but remained well above the Fed's 2% target. Both the July CPI and PCE reports were cooler than expected. Headline CPI was unchanged (consensus +0.2% m/m) while core CPI (ex-food and energy) rose 0.3% m/m (consensus +0.5%). From a year ago, headline CPI inflation fell from 9.1% y/y in June to 8.5% in July, while core CPI was unchanged from June, rising 5.9%. The monthly decline in inflation was driven by a fall in energy prices, airfares, and used vehicle prices. Other areas of inflation remained hot, however, including a 1.1% increase in food prices and a 0.6% rise in owners' equivalent rent. The headline PCE price index edged down -0.1% m/m in July from a 1% increase in June, driven by falling energy prices, while the core PCE index rose by just 0.1% m/m from 0.6% in June bringing the y/y increase down to 4.6% from 4.8% previously.

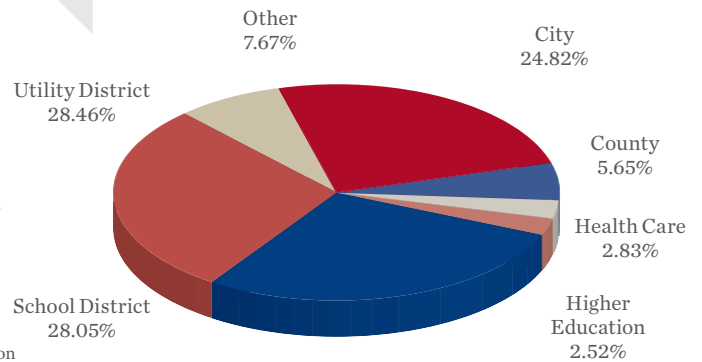
(continued page 4)

## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF AUGUST 31, 2022



### PORTFOLIO BY MATURITY AS OF AUGUST 31, 2022 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF AUGUST 31, 2022

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

## HISTORICAL PROGRAM INFORMATION

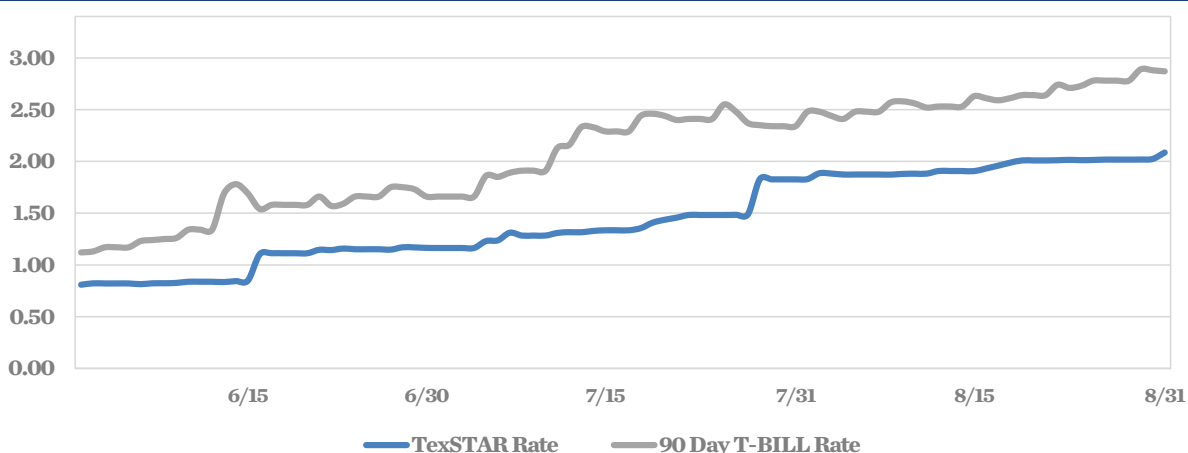
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Aug 22	1.9469%	\$8,988,292,520.61	\$8,983,610,837.50	0.999479	27	50	991
Jul 22	1.4010%	9,799,798,062.32	9,793,880,215.07	0.999396	34	49	990
Jun 22	0.9850%	9,799,299,684.61	9,793,062,348.93	0.999363	42	57	989
May 22	0.6459%	9,701,777,049.61	9,700,243,468.41	0.999841	43	61	988
Apr 22	0.3225%	8,985,925,505.16	8,984,338,322.90	0.999818	39	60	986
Mar 22	0.1070%	9,050,970,696.95	9,050,137,013.72	0.999907	27	38	981
Feb 22	0.0104%	9,779,113,455.23	9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	977
Nov 21	0.0102%	8,132,746,877.26	8,133,007,416.80	1.000032	47	62	965
Oct 21	0.0100%	8,641,191,692.82	8,641,540,291.95	1.000040	41	58	963
Sep 21	0.0100%	9,019,799,096.23	9,020,390,786.23	1.000065	43	62	958

## PORTFOLIO ASSET SUMMARY AS OF AUGUST 31, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 982.42	\$ 982.42
Accrual of Interest Income	2,361,317.68	2,361,317.68
Interest and Management Fees Payable	(15,595,422.12)	(15,595,422.12)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	4,928,001,999.54	4,928,001,999.54
Government Securities	4,073,523,643.09	4,068,841,959.98
<b>TOTAL</b>	<b>\$ 8,988,292,520.61</b>	<b>\$ 8,983,610,837.50</b>

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

## TEXSTAR VERSUS 90-DAY TREASURY BILL



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

### DAILY SUMMARY FOR AUGUST 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
8/1/2022	1.8287%	0.000050102	\$9,917,161,604.34	0.999467	32	46
8/2/2022	1.8851%	0.000051647	\$9,902,180,899.25	0.999376	31	45
8/3/2022	1.8822%	0.000051566	\$9,858,163,740.26	0.999384	31	45
8/4/2022	1.8728%	0.000051310	\$9,628,106,706.29	0.999374	31	46
8/5/2022	1.8730%	0.000051314	\$9,605,466,880.09	0.999333	30	44
8/6/2022	1.8730%	0.000051314	\$9,605,466,880.09	0.999333	30	44
8/7/2022	1.8730%	0.000051314	\$9,605,466,880.09	0.999333	30	44
8/8/2022	1.8719%	0.000051284	\$9,579,738,971.39	0.999324	32	46
8/9/2022	1.8789%	0.000051477	\$9,690,826,514.39	0.999333	31	45
8/10/2022	1.8812%	0.000051541	\$9,641,584,481.60	0.999372	31	45
8/11/2022	1.8812%	0.000051539	\$9,377,763,686.61	0.999376	32	46
8/12/2022	1.9068%	0.000052242	\$9,031,900,995.99	0.999384	30	58
8/13/2022	1.9068%	0.000052242	\$9,031,900,995.99	0.999384	30	58
8/14/2022	1.9068%	0.000052242	\$9,031,900,995.99	0.999384	30	58
8/15/2022	1.9056%	0.000052209	\$9,017,910,115.61	0.999394	27	54
8/16/2022	1.9312%	0.000052909	\$8,989,522,796.74	0.999477	26	54
8/17/2022	1.9579%	0.000053642	\$8,972,297,566.71	0.999476	26	54
8/18/2022	1.9863%	0.000054418	\$8,983,463,140.28	0.999463	25	53
8/19/2022	2.0087%	0.000055032	\$8,934,735,388.95	0.999464	24	52
8/20/2022	2.0087%	0.000055032	\$8,934,735,388.95	0.999464	24	52
8/21/2022	2.0087%	0.000055032	\$8,934,735,388.95	0.999464	24	52
8/22/2022	2.0107%	0.000055087	\$8,946,714,132.46	0.999455	24	53
8/23/2022	2.0143%	0.000055186	\$8,942,206,399.44	0.999471	24	52
8/24/2022	2.0113%	0.000055104	\$8,845,202,231.96	0.999491	24	52
8/25/2022	2.0134%	0.000055161	\$8,888,452,915.06	0.999456	23	51
8/26/2022	2.0168%	0.000055256	\$8,808,094,008.58	0.999463	22	50
8/27/2022	2.0168%	0.000055256	\$8,808,094,008.58	0.999463	22	50
8/28/2022	2.0168%	0.000055256	\$8,808,094,008.58	0.999463	22	50
8/29/2022	2.0175%	0.000055274	\$8,772,171,565.04	0.999452	22	50
8/30/2022	2.0235%	0.000055437	\$8,860,346,744.78	0.999433	21	49
8/31/2022	2.0850%	0.000057123	\$8,988,292,520.61	0.999479	21	48
<b>Average</b>	<b>1.9469%</b>	<b>0.000053340</b>	<b>\$9,191,699,953.34</b>		<b>27</b>	<b>50</b>



## *ECONOMIC COMMENTARY (cont.)*

At the highly anticipated Fed's annual Economic Policy Symposium in Jackson Hole, Chairman Powell's speech was hawkish and emphasized the Fed's resolve to bring down inflation. "Restoring price stability will likely require a restrictive policy stance for quite some time." Notably, he pushed back on the market's view that the Fed would begin easing policy next year. Powell emphasized that "the historical record cautions strongly against prematurely loosening policy," referencing the summary of economic projections (SEP) dot plots for 2023 when discussing the longer-run policy outlook. He candidly spoke about the cost of reducing inflation bringing "some pain" for businesses and households but said that failure to restore price stability will mean "far greater pain." While he did not provide guidance regarding the magnitude of the September rate hike, he indicated that another unusually large increase at the next meeting may be appropriate but will be dependent on upcoming data between now and then. Meanwhile, employment remained a bright spot, showing few signs of weakening. Weekly jobless claims, which had been slowly rising since March, peaked at 262,000 at the beginning of August, the highest level since November, before declining to 232,000 for the week ending August 27.

The July JOLTs report showed a 605,000 decline in job openings – the most in over 2 years. Despite the drop, it is still very much a worker's market. Job openings remained elevated at 11.2 million. There are still almost two job openings for every one unemployed person in the U.S., a stat the Fed has referenced when characterizing the current labor markets as "out of balance." The July jobs report was much stronger than expected with payrolls rising by a revised 526,000 (more than double the consensus estimate of +250,000); and the unemployment rate falling to 3.5%. With this report, the U.S. labor market hit two notable milestones, having recovered all the payroll jobs lost in the pandemic recession and achieving the lowest unemployment rate (3.46% to two decimals) since May 1969.

August's employment report showed still solid job growth with a slight tick down in earnings and a modest rise in the unemployment rate driven by a healthy increase in the labor force. Nonfarm payrolls rose by 315,000. While gains were broad-based across the economy, the payroll increase was slightly less impressive following downward revisions of a cumulative -107,000 to the prior two months. Employment as measured by the household survey rose by a very strong 442,000. However, this was dwarfed by an unexpected but welcome 786,000 surge in the labor force, which caused the unemployment rate to increase from 3.5% to 3.7%. Overall, this report provides the economy with more runway for a soft landing, showing continued employment momentum along with a little more slack in the labor market, reducing economy-wide inflation pressures. In this environment, front end Treasury yields surged. The three-month Treasury bill yield increased 56 bps to end the month at 2.93%; the six-month Treasury bill yield rose 48 bps to end at 3.35%; and the 12-month Treasury bill yield increased 57 bps to end the month at 3.51%.

### **Outlook**

Jackson Hole allowed the Fed to clarify its prioritization of risks and policy responses. No mention was made of employment. Inflation is the priority, then growth, and then markets. Despite the current strength in the labor market, there are signs that the huge excess demand for labor is easing. However, at a time when talk of recession dominates most conversations, the continued strength in the labor market provides strong support to Chairman Powell's assertion that the economy is not in recession at this time. Despite some softening in the July CPI print, the Federal Reserve still has a long way to go to bring inflation back to its 2.00% target. While investors were hopeful for dovish signals at Jackson Hole, they were forced to readjust their summer expectations from a dovish pivot to a Fed strategy of "hike and hold" next year. Accordingly, markets are now pricing in a 70% likelihood of a 75-bps hike in September. Expectations for rate cuts in 2023 were pushed back, as markets brace for a "higher rates for longer" environment. The only real certainty is that Fed remains laser focused on taming inflation and is willing to sacrifice some softness in the economy and labor market to do so. We continue to expect a 75-bp rate hike in September, followed by a 50-bps hike in November and a 25-bps hike in December, bringing the year-end federal funds rate range to 3.75-4.00%.

This information is an excerpt from an economic report dated August 2022 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.



## TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
Anita Cothran	City of Frisco	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
James Mauldin	DFW Airport/Non-Participant	Advisory Board
Sandra Newby	Tarrant Regional Water Dist/Non-Participant	Advisory Board
Eric Cannon	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

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





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
**AGENDA ITEM #5**

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Discuss and consider the adoption of  
the 2022 Strategic Plan

Strategic Plan Relevance:	Regional Mobility/Economic Vitality/ Sustainability
Department:	Executive
Contact:	James M. Bass, Executive Director Dee Anne Vickery, Chief of Staff
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Summary:

Pursuant to Sec. 370.261 of the Transportation Code, the Mobility Authority updates its Strategic Plan on a biennial basis to reflect the agency's priorities for the five succeeding fiscal years. This plan considers the challenges, risks and opportunities facing the regional transportation system in Central Texas and outlines a set of goals and strategies the agency will employ to improve greater mobility in central Texas.

The Board discussed the draft 2022 Strategic Plan as following the August 31, 2022 Board Meeting. Subsequently, we received comments and are incorporating them into a revised draft 2022 Strategic Plan.

Staff requests Board approval of the draft resolution, which approves and adopts the 2022 Strategic Plan.

Backup Provided: Draft resolution  
Final draft 2022 Strategic Plan to be provided at the board meeting

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

**RESOLUTION NO. 22-0XX**

**ADOPT THE 2022 MOBILITY AUTHORITY STRATEGIC PLAN**

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

WHEREAS, pursuant to Texas Transportation Code Section 370.261 and CTRMA Policy Code Section 101.013(a), each even numbered year the Central Texas Regional Mobility Authority is required to prepare a Strategic Plan covering its next five fiscal years; and

WHEREAS, each Strategic Plan must be submitted to the Board for review, approval and adoption; and

WHEREAS, the Executive Director distributed a draft of the proposed 2022 Strategic Plan to each Board Member for review and consideration; and

WHEREAS, the Board held a Strategic Plan Workshop following the August 31, 2022 Board Meeting to discuss and provide comments on the proposed 2022 Strategic Plan; and

WHEREAS, the Executive Director has incorporated the Board Member’s comments into the proposed 2022 Mobility Authority Strategic Plan, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves and adopts the proposed 2022 Mobility Authority Strategic Plan in the form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of September 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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

**Exhibit A**

2022 Strategic Plan

(To be provided at the board meeting)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## September 28, 2022 AGENDA ITEM #6

---

Discuss and consider approving a contract with Deloitte Consulting LLP for continued development of the data platform and associated transaction reporting to support toll transaction management

Strategic Plan Relevance:	Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver Multi-faceted Mobility Solutions; Invest in Effort that Extends Beyond Roadways
Department:	Operations
Contact:	Greg Mack, Assistance Director of IT & Toll Systems
Associated Costs:	\$796,782 ( <i>includes 6% project contingency</i> )
Funding Source:	183A Phase III Project funds
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** Toll transaction management is a critical business process area within a tolling agency. The process begins when a vehicle travelling on a toll agency maintained and operated toll road passes through a toll gantry. Equipment at the toll gantry captures a suite of data that uniquely identifies the toll transaction. This data includes an image of the license plate used to extract the license plate number and state, vehicle axles, or class, date/time, location, and transponder device information. The resulting data set serves as inputs necessary to determine the toll amount, the individual responsible for paying the toll, and the payment path used to submit a request for payment. Additionally, toll transaction data is used for traffic and customer pattern analysis, monitoring and validation of toll system performance and accuracy, revenue and financial analysis, and other data points for the toll agency to make informed business decisions.

The Mobility Authority currently uses an outsourced solution developed by Kapsch TrafficCom to handle the end-to-end toll transaction management processes and workflow. To provide more flexibility in the future, in March 2021, the Mobility Authority awarded a contract to Deloitte Consulting LLP to begin development of the data platform to move to a stratagem wherein all toll transaction processing and data management capabilities after the point of transaction creation is advanced to a Mobility Authority-managed solution. A third-party vendor would continue to collect and create the toll transaction data set at the roadside, then pass the toll transaction data to the data platform within the Mobility Authority's network. The new approach gives the Mobility Authority more control of the data which will lead to better informed decision-making.

#### *The Data Platform Project Explained*

The objective of the data platform project is to transition all toll transaction data processing and data management capabilities after the point of transaction creation to a Mobility Authority-managed solution. A third-party vendor will continue to collect and create the toll transaction at the roadside, then pass the fully formed toll transaction to the data platform. Business logic and rules will then consume the transaction and route the payment request to either the Central United States Interoperability (CUSIOP) Hub or the Pay by Mail (PBM) vendor.

The Mobility Authority-managed data platform will also support additional business capabilities such as external reporting and internal data analytics. A connection to the Texas Department of Motor Vehicles' datasets will enable the Mobility Authority to better understand its customer base and their travel habits. Future development could include adding promotions and discount program logic.

#### *The Solution Approach*

To achieve the new transaction processing arrangement, the Mobility Authority defined a multi-faceted strategic plan to implement an end-to-end scalable tolling transaction system to meet current and future business capabilities. This architecture design provides solutions for:

- centralized, secure, and redundant data hosting for all data entities owned by the Mobility Authority and necessary for toll transaction processing;
- external data exchange points that provide flexible structured transaction data transmissions to and from third parties such as service providers, universities, or research institutions;

- multi-step modular pricing and discounting business logic;
- auditable data governance and security;
- user driven self-service data updates and business process administration; and
- public, external, and internal reporting.

The Mobility Authority has chosen a modular approach to complete the Data Platform Project. Release 1 established the platform. Release 2 created the routing and exchange processes. Release 3 focused on the development of pricing and billing modules, defined how data governance is handled in the new processing schema, and identified the suite of reports necessary to account for the agency’s revenue and monitor performance. Development for Release 3 will be completed in September 2022.

**Current Action:** Today’s action is related to development for Release 4. The core focus for Release 4 of the Tolling Operation Management Solution (TOMS) is to develop, implement and ready a Reporting & Analytics Management domain within CTRMA. The Release 4 program will be organized and managed along five verticals (epics): reporting cache modeling, DPS reporting cache API DEX, public reporting DEXs, reporting & analytics, and Data Use Governance.

A Statement of Work (SOW) for Data Platform Release 4 was developed, in a format matching that outlined by Texas Department of Information Resources (DIR) and released to Deloitte Consulting LLP in July 2022. Deloitte responded to the SOW in August 2022. After additional discussions, Deloitte submitted an updated response in September 2022.

**The total not to exceed cost for development of Release 4 is \$796,782.** This amount includes a 6% project contingency to cover unforeseen events such as extended testing efforts, new requirements, additional scope, etc. These project costs are outlined below.

Release 4 Pricing	\$ 751,681
Project Contingency	45,101
<b>TOTAL NTE AMOUNT</b>	<b>\$ 796,782</b>

**Previous Actions & Brief History of the Program/Project:** The initial contract with Deloitte was awarded by the Mobility Authority's Board of Directors in February 2021; the contract with Deloitte was approved by the Board of Directors in March 2021. Releases 1 and 2 were completed on schedule in September 2021. The Authority's Board approved a contract for Release 3 in September 2021. Two supplemental work authorizations were approved for this release which extended the project schedule and increased Deloitte's compensation. Release 3 development work will be completed in September 2022; testing will culminate in November 2022. If all goes well, then we will transition the Date Platform System to production on December 1, 2022. DPS will then become the system of record for the Authority's toll transaction data and revenue.

**Financing:** 183A Phase III Project funds

**Action requested/Staff Recommendation:** Staff recommends contracting with Deloitte Consulting LLP for continued development of a data platform with the scope identified as Release 4 through their contract with the Texas Department of Information Resources. Pursuant to Government Code Section 2054.0565 and the Mobility Authority Policy Code, use of the DIR contract with Deloitte Consulting LLP satisfies all competitive purchasing requirements.

**Backup provided:**

- Draft Resolution
- Deloitte Consulting Release 4 Response
- Data Platform Release 4 Scope of Work (SOW)
- Data Platform Release 4 SOW Appendix E Pricing Form

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

**RESOLUTION NO. 22-0XX**

**APPROVING A CONTRACT WITH DELOITTE CONSULTING LLP FOR  
CONTINUED DEVELOPMENT OF A DATA PLATFORM AND ASSOCIATED  
TRANSACTION REPORTING TO SUPPORT TOLL TRANSACTION MANAGEMENT**

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

WHEREAS, a Mobility Authority managed data platform will support new business capabilities such as external reporting, data analytics and a connection to the Texas Department of Motor Vehicles’ datasets to allow better informed agency decision making; and

WHEREAS, by Resolution No. 21-018, dated March 31, 2021, the Board of Directors approved a contract with Deloitte Consulting LLP for the first and second releases of the Data Platform System to establish the data platform and create the routing and exchange processes; and

WHEREAS, by Resolution No. 21-059, dated September 29, 2021, the Board of Directors approved a contract with Deloitte Consulting LLP for the third release of the Data Platform System to support development for pricing and billing transactions, define how data governance is handled in the new processing schema, and identify the suite of reports necessary to account for the Mobility Authority’s revenue and monitor performance; and

WHEREAS, the Executive Director has negotiated a scope of work for the fourth release of the Data Platform Project to develop, implement and ready a reporting and analytics management domain within the Mobility Authority that will identify the suite of reports necessary to account for the Authority’s revenue and monitor performance which is attached hereto as Exhibit A; and

WHEREAS, Deloitte Consulting LLP has submitted pricing for the next phase of the Data Platform Project which is attached hereto as Exhibit B; and

WHEREAS, Deloitte Consulting LLP currently provides services to the State of Texas through Texas Department of Information Resources (“DIR”) Contract No. #DIR-TSO-431; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may use the DIR contract with Deloitte Consulting LLP to implement the next phase of the Data Platform Project; and

WHEREAS, the Executive Director recommends entering into an agreement with Deloitte Consulting LLP for continued development of the Data Platform Project in a total amount not to exceed \$796,782.00, including contingency, through the DIR cooperative contract.



NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the scope of work and pricing for the next phase of the Data Platform Project which are attached hereto as Exhibit A and Exhibit B, respectively; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to enter into an agreement with Deloitte Consulting LLP in a total amount not to exceed \$796,782.00, including contingency, through the contract with the Texas Department of Information Resources for continued development of the Data Platform Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28<sup>th</sup> day of September 2022.

Submitted and reviewed by:

Approved:

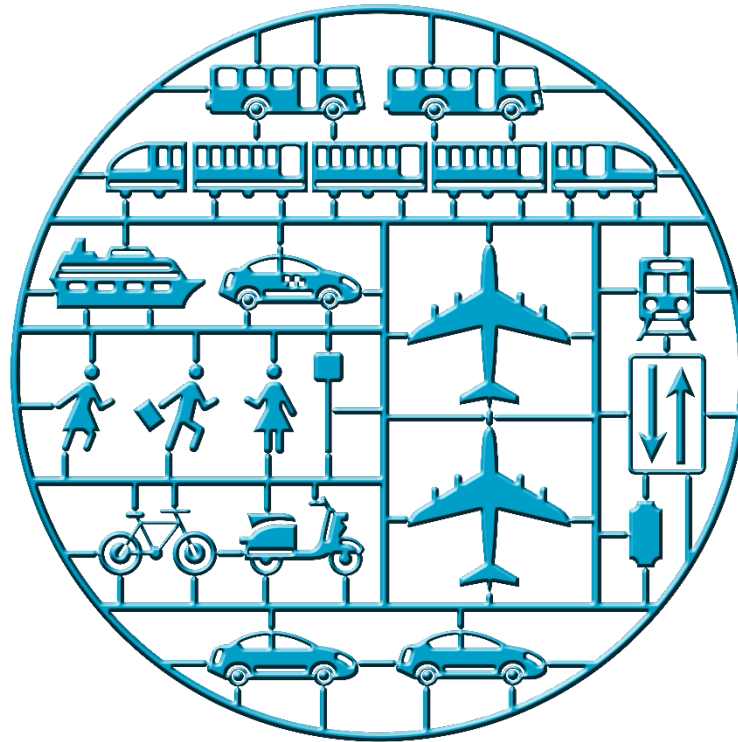
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James M. Bass  
Executive Director

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

**Exhibit A**



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# CTRMA Data Platform Services

September 12, 2022

*In response to the Data Platform  
Release 4 Requirements  
Statement of Work (SOW)*

September 12, 2022

Central Texas Regional Mobility Authority  
Attention: Greg Mack  
3300 N IH-35, Suite 300, Austin, TX 78705

To the Central Texas Regional Mobility Authority Team,

Deloitte Consulting LLP (Deloitte) is pleased to submit this response to the Central Texas Regional Mobility Authority (CTRMA) Statement of Work for Data Platform Services Release 4 Requirements. Our innovative approach combines the scalable cloud architecture, advanced analytics capabilities, and digital transformation approach needed for CTRMA to achieve the next generation of enhanced transaction processing and back-office operations, while laying the groundwork for future releases and applications.

Tasked with managing the roadways that serve one of our country's fastest growing regions, CTRMA is at the forefront of deploying leading technology to maximize throughput. With that in mind, we have developed a transaction processing and back-office data management solution that will allow CTRMA to grow at scale by leveraging the full power of the innovative Google Cloud Platform (GCP):

- A highly flexible cloud platform that can be customized to meet your evolving needs and integrated with existing applications to serve as a centralized and inter-operable data repository
- No limit of scale or complexity, a GCP powered solution can handle any increase in transaction quantity as new toll booths are built and daily transaction volumes increase.
- Robust serverless application architecture on GCP to deploy rich user interface screens designed based on Human Centered Design principles
- Agile delivery for testing and evaluating new modules with high fidelity, low risk, and unmatched speed and depth of insight

Our work is uniquely supported by a depth of experience in the State of Texas and the transportation sector. Deloitte's transportation practice, consisting of 1,500+ experienced transportation professionals, offers a suite of end-to-end and managed services to help clients, like CTRMA, tackle today's toughest mobility challenges. We will also call upon our 40-year commitment to the State and our current work with Texas agencies, including program areas in Transportation, Health Services, and Public Safety as we strive to put Texans first!

We have been privileged to serve CTRMA for the development of Release 1, 2 and 3 functionality and look forward to an opportunity to continue to serve you to bring the vision of Data Platform Services to life. Please do not hesitate to reach out if you have any additional questions.

Thank you,



Uday Katira  
Managing Director  
Deloitte Consulting LLP  
+1.407.619.4485  
[ukatira@deloitte.com](mailto:ukatira@deloitte.com)

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# 1.0 Staff Capabilities

The objective of the data platform project is to transition all toll transaction data processing and data management capabilities after the point of transaction creation to an Authority-managed solution. A third-party vendor will continue to collect and create the toll transaction at the roadside, then pass the fully formed toll transaction to the data platform. Business logic and rules will then consume the transaction and route the payment request to either the Central United States Interoperability (CUSIOP) Hub or the Pay by Mail (PBM) vendor.

Deloitte will continue to bring Central Texas Regional Mobility Authority (CTRMA) our breadth of transportation sector expertise, cloud migration services, and next-generation data management solutions powered by Google Cloud Platform technology to deliver a comprehensive back-office solution to enhance CTRMA's end-to-end transactional tolling operations. With this enhanced solution, our team is committed to driving new cost efficiencies, improving reliability, and delivering new insights for decision making. We realize that a tolling transaction data management platform is just one key component of a larger technology modernization that has the potential to enhance the safety, responsiveness, and efficiency of transportation in Central Texas as well as maximize revenue generation opportunities by leveraging the power of data & analytics.

In the below response, Deloitte team presents our unique qualifications and capabilities we will bring to bear in this effort. Our experienced current team of experts is prepared to deliver value for CTRMA from day one, and we appreciate the opportunity to continue to work with you.

### The Deloitte Team

				<b>D.</b>				
<b>Mobility</b> Industry Leader	<b>100%</b> State Delivery Track Record	<b>40+ Years</b> Of Texas Experience	<b>Experts</b> in Data Strategy and Cloud Migration		<b>Innovative</b> Cloud Platform	<b>Leading Edge</b> Delivery of Agile and DevSecOps	<b>Human Centered</b> Design Thinking	<b>Diverse</b> Digital Experience Platform

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## 1.1 Firm History

**Deloitte Consulting.** Deloitte is a full-service professional services organization providing consulting, financial advisory, tax, and audit services under a unified Deloitte brand. We have more than 286,000 professionals globally, generating annual global revenue of \$59.3 billion. Deloitte is the largest professional services provider in the world based on global revenues and headcount. Our global reach—which includes a connected network of 34 member firms in more than 150 countries and territories—enables our client service teams to share knowledge of leading practices and trends observed worldwide.

In the United States, Deloitte Consulting is consistently recognized as a leader by Forrester, Gartner, and others in government services consulting due to the depth and breadth of our capabilities and our long history of successfully serving state governments across the country.

Deloitte Consulting currently serves 47 of 50 states and has over 120 offices nationally. Having served U.S. state and local government clients for more than 50 years, the practice is committed to delivering consistent, high-quality results and helping states and local governments provide extraordinary services to their constituents.

Our alliances and strategic partnerships with the world's leading companies help Deloitte go beyond other strategic consulting firm services to form connections – and build solutions – matched to your unique ambitions. Deloitte has been recognized as Google Cloud's Services Partner of the Year for three consecutive years – a testament of our ability to provide exceptional service and help customers succeed by innovating, building, and delivering the right Google Cloud solutions for our clients. As a premier partner of Google, Deloitte has a proven track record of solving complex client challenges through large scale technology implementations. Read more about our alliance ecosystem [here](#).

**Mobility Industry Leader.** Deloitte's transportation practice offers a suite of end-to-end service delivery and managed services to help our clients navigate the increasingly complex mobile ecosystem. We serve clients in over 56 cities globally with a network of 1,500+ experienced transportation practitioners. We bring market-leading industry knowledge, superior business transformation capabilities, and deep technical expertise to turn business challenges into opportunities. Deloitte supports transportation clients with developing strategic plans,

With **Deloitte and Google**, CTRMA will be served by the...

- Worldwide leader in Business Consulting Services
- Worldwide leader in Business Analytics Consulting and Systems Integration Service
- Worldwide leader in Artificial Intelligence Services based on capability and strategy
- Worldwide leader in Data and Analytics Service Providers for 6<sup>th</sup> consecutive year
- Global leader in IT Applications & Software Consulting
- Undisputed worldwide leader in industry Cloud Professional Services based on capability and strategy
- Undisputed AI/ML Leadership among Cloud Providers
- Industry Leader in Data Security Portfolio Vendors

**PROPRIETARY AND CONFIDENTIAL**

designing governance and business models, adopting new partnerships, and fostering a culture of innovation and a “can-do” mentality. We plan on using this unique experience to help CTRMA stay at the forefront of innovation in the mobility realm.

Please refer to Section 3 of our response to learn more about our delivery approach for advanced transportation technologies.



Figure 1: Representative Transportation Clients

**Experts in Data Strategy and Cloud Migration.** Deloitte has a proven track record of performing beyond the expected level of support by bringing fresh perspectives and the latest innovations. These abilities stem from our Cloud Engineering Practice. The Cloud Engineering Practice serves as the focal point for the development of our signature project delivery method for cloud projects – called Enterprise Value Delivery (EVD) for Cloud Engineering. Our EVD method provides tools, accelerators, samples, guidelines, and delivery strategies for Cloud Strategy, Cloud Migration, and Cloud Native Development – all of which are general types of cloud projects we have experience performing. EVD supports efficient project delivery while promoting consistency, quality, and value to clients. Using this approach Deloitte can assist CTRMA in adopting the latest technology, while integrating with legacy systems and existing business processes.

In addition to Cloud Implementation, we also provide Operate services at the heart of our clients’ business, utilizing an integrated, comprehensive model that focuses on leveraging market disruptors and our broader expertise to drive innovation and value while also offering ideas on how to advise on and implement recommendations to transform their business. Our practice deploys a proven, process-centric approach based upon industry best practices, including CMMI and ITIL-based service processes.

Deloitte continues to make strategic investments in emerging technologies. We invested in the creation of Deloitte Digital to help clients across commercial and government.

**Innovative Digital Transformation.** Deloitte applies Human Centered Design (HCD) to problem solving. HCD puts people first. It’s a methodology that drives toward solutions based on the voices and needs of users. It focuses efforts and investments on the most meaningful and necessary innovations. Behind every successful commercial customer experience is human-centered design. This is how commercial organizations are creating their customer experiences: with digital studio capabilities, following human-centered design methods that reimagine the holistic customer experience and then determine the role of different technologies (apps, web sites, smart devices) in delivering that experience.

This transformation offers the CTRMA the opportunity to create a citizen experience on par with modern retail and commercial services. Deloitte’s innovative, cost-effective, technology

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agnostic solutions for creating highly scalable web applications enable this user experience. Our solutions provide easy to use, engaging, responsive web applications that significantly improve the user experience and increase user adoption and are based on a flexible and customizable technical architecture.

**Digital Capabilities:** We believe everything is experience. Our design-driven approach to creating experiences helps us to understand client challenges differently, and to embed creative problem solving into everything we do; deepening client relations and encouraging new, more collaborative approaches to disruptive change.

By working within the principles of design-thinking, we can:

- Work with clients to create a new way of thinking, creating, and acting
- Uncover new strategic opportunities to engage with our clients and help them better serve their business, brand, and customers
- Encourage more continuous and productive collaboration across Deloitte

Whether your needs include an overarching digital strategy, a web or mobile experience, social content, CMS, or a digital ERP solution—or any combination thereof—we can work together to create a winning digital portfolio. To start, here are a few examples of techniques and/or components that make up our overall delivery strategy.

- Branding workshops
- Human Centered Design workshops
- Design system creation
- Modes and Mindsets
- Journey Maps
- Content analysis and strategy
- Heuristic evaluation
- Web and mobile experiences
- Web portals
- Design prototypes
- Digital reality

Our transformative and agile methods bind data, technology, and people in a coherent response to customer needs—iterating, always, for flexibility and effectiveness. From this you get real and meaningful insights into your customers—for improved experiences and smarter strategic investments.

Deloitte also offers a broad suite of capabilities to help clients harness the most value from their data to enable insight-driven decision making. We are recognized as a provider of data and analytics consulting services, focusing on assisting clients with business transformations that embed analytics into everything our clients do.

**Data and Analytics Capabilities:** Our US Strategy and Analytics practice, focused on government projects, employs over 5,000 practitioners. These practitioners include domain experts, solution architects, data engineers, data visualization and design experts, and data

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scientists. Within the Strategy and Analytics practice, our industry-leading Analytics and Cognitive offering is focused on designing, delivering, and helping clients operationalize data and analytical strategies.

Deloitte is consistently recognized as the global leader in data and analytics services, bringing technology, data science, and cross-disciplinary subject matter expertise to complex mission-driven challenges, alliances with leading technology vendors, and a wide range of tools and capabilities.

Deloitte has been constantly ranked as a leader providing analytics services, as shown below. Third party analysts provide these rankings after exhaustive reviews with the vendors being assessed and interviews with past and current clients.



Figure 2: Magic Quadrant for Data and Analytics Service Providers

At the core of a world-class Data and Analytics solution is enterprise data established as a strategic asset. To increase trust and maximize usage of CTRMA’s data requires careful design of data use governance, cyber security, architecture, and infrastructure. This foundation will enable a variety of Reporting/Analytics consumption capabilities, such as:

- Dashboards and Reports
- Self-Service Analytics
- Enterprise Data-as-a-Service for Public, External, and Internal customers








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**History in Texas:** Deloitte has been helping clients in State of Texas innovate and transform for more than 40 years. Our firm has served as a trusted advisor to dozens of public sector clients in recent years, including the Texas Department of Motor Vehicles, Department of Transportation, Health and Human Services, Department of Emergency Management, as well as several local government and higher education clients. We are also honored to call CTRMA a strategically positioned visionary client in the Central Texas Region.

Our services for the State range from contract and performance audits, security risk assessments, and licensing projects, to complex large-scale system implementations. Throughout this work, our commitment to the State of Texas has been paved with success, boasting no failed projects. Even when Deloitte has taken over projects, like we would be for the Data Platform Services implementation, from other vendors, we have been able to smoothly transition to achieve successful outcomes.

To serve the state, Deloitte has more than 1,000 Deloitte professionals based in our Austin office and an additional 5,000 employees spread throughout our Dallas, Houston, Fort Worth, and San Antonio offices. Deloitte has consistently been recognized as a leading employer in Texas, with an active engagement in the community, and hundreds of locally educated, trained, and hired employees working every day to assist Public and Private employers in the region.

**Company Experience**

<p><b>Deloitte is committed to Texas</b></p>  <p><b>40 YEARS</b> Experience serving Texas clients</p> <div style="display: flex; justify-content: space-around;">   </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;">     </div>	<p><b>7 Offices</b> Deloitte has 7 office locations in the state of Texas</p> <p><b>6,300 Team Members</b> Deloitte Professionals serving the state of Texas</p> <p><b>23,000 Hours</b> Of Deloitte Community Service in Texas every year</p>	<p><b>90 Universities</b> In state employees come from 90 Texas based universities and colleges</p> <p><b>10M+ Texans</b> Over 10 million Texans use Deloitte integrated information systems</p> <p><b>100+ Companies</b> Working experience with over 100 companies in Texas</p>
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**Recent Texas Government and Higher Education clients**

<ul style="list-style-type: none"> <li>• Department of Information Resources</li> <li>• Criminal Justice Department</li> <li>• Texas A&amp;M University</li> <li>• Texas Facilities Commission</li> <li>• Texas Attorney General</li> </ul>	<ul style="list-style-type: none"> <li>• Texas Environmental Quality</li> <li>• Texas Comptroller</li> <li>• Teacher Retirement System</li> <li>• Employee Retirement System</li> <li>• Department of Transportation</li> </ul>	<ul style="list-style-type: none"> <li>• Texas Lottery</li> <li>• Department of State Health Services</li> <li>• Parks and Wildlife</li> <li>• University of Texas</li> <li>• Department of Insurance</li> </ul>
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*Figure 3: Deloitte Presence in Texas*

**Our Alliance partnership.** Deloitte and Google have built a meaningful alliance partnership that generates enormous value for our clients, with the potential to do the same for CTRMA. As a Google Premier Partner in Data Analytics, Machine Learning, and the Advanced Solutions Lab, Deloitte is the professional services firm with the most Google Cloud Platform (GCP) certified, trained, and specialized employees and resources in the world. Deloitte has over 1,800+ trained GCP practitioners and 475+ Google Certified Professional Big Data Engineers and Cloud Architects. Of our 250+ practitioners specializing in Big Data, Analytics, and AI/Machine Learning, more than 50 are specifically trained on Google Cloud. Deloitte and

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Google are also co-investing to incentivize and accelerate Google Cloud engagements and form a dedicated commercial team for expedited delivery. As a result of Deloitte's commitment, Google Cloud Services named Deloitte the 2017, 2018, 2019, 2020 and 2021 Partner of the Year.

Our partnership has generated a significant competitive advantage for our Government and Public Sector clients. Serving as a systems integrator Deloitte provides proprietary analytics solutions, systems integration strategy, business process and technology know-how. We work with our clients to thoroughly understand solution requirements and the desired outcomes, which is then used to identify which of Google's expansive tool sets are best suited for the use case.

By combining our industry expertise, Deloitte's strategic visioning, and Google's innovative technology we can successfully accelerate any digital transformation. Our collective capabilities range from Application Services to Analytics and Machine Learning; however, we call upon our combined presence serving over 80% of the largest commercial and public sector organizations in the world to provide customized and scaled solutions that are best suited for our client's unique organizational goals. Our recent delivery successes include many major agencies across Texas as well as CTRMA peers in the toll road industry.

**Our Value Proposition.** Together, Deloitte and Google are poised to provide a unique combination of best-in-class technological capabilities and systems implementation expertise. By bringing together our transportation practices we are committed to delivering the best of our capabilities to CTRMA, which has unique requirements for data management and data architecture services as it plans on upgrading and revolutionizing its toll transaction management system. We envision this data platform as one that can be integrated with existing business capabilities and future modules alike and will make it possible for CTRMA to easily share data with other transportation partners in the region.

In the future as the data platform expands to incorporate more business functions and mobility applications, GCP's ability to quickly test and integrate new modules will be critical for CTRMA's broader ambition. By offering scalable compute resources and centralized data warehousing, GCP offers CTRMA cost-effective methods for integrating new modules as requirements evolve and additional microservices are introduced.

Deloitte bring deep experience completing complex system integrations, developing major AI/ML projects, and instilling the change management needed for agency- wide adoption of said projects. Previously, Deloitte and Google had collectively assisted city governments and transit agencies implement analytics and IoT-based tools including the Colorado Department of Transportation (CDOT), Chicago Department of Transportation (CDOT), and the City of

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### Project Spotlight...

- The Colorado Department of Transportation (CDOT) approached Google with the need to **fuse vast amounts of data from siloed sources to enhance operational excellence** in safety, mobility, infrastructure, planning, and operations
- In response Google created the CDOT Advanced **Data Analytics Platform (ADAP)** and **Real-Time Data Hub (RTDHub)**, a Google Cloud based platform that enables **infinite scalability, speed, storage, and processing capabilities** for CDOT to solve each of their analytics use cases



Memphis. These tools have proven capable of leveraging cloud-based data management solutions and analytics to power mobility-related business functions in a similar fashion to what is required of CTRMA's data platform solution.

### 1.2 Personnel and Team

Organizations don't provide service—people do. What really makes a difference are the people who serve you and their commitment to your success. Deloitte have worked hard to identify and build a team of highly qualified and committed team of professionals who align with your culture, thoroughly understand the expectations of implementing transactional data platform services and can translate that knowledge into a no surprises approach. As you would notice, we have leveraged most of our team delivering Release 1, 2 and 3 of Data Platform Services to provide continuity of the knowledge gained and additional skills to the team, as needed.

Uday Katira will continue to serve as the Project Technical Director and alongside Satheesh Rao as Engagement Lead. They will lead a team that has the requisite technical and subject matter knowledge, and the first-hand experience needed to serve CTRMA.

Resumes for Uday, Satheesh, and our proposed Team Leads are included below in addition to the rest of the Deloitte team.



Figure 4: Proposed Project Team Organization

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### 1.2.1 Resumes of Key Personnel

Uday Katira Deloitte Consulting LLP	Role: Project Technical Director	21+ Years of Relevant Experience
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#### Relevant Experience:

Uday Katira is a Managing Director at Deloitte Consulting LLP and is the leader of the firm's Strategy and Analytics US Delivery Center. He provides over 20 years of Technology Consulting experience and over 13 years of project and program management experience serving clients in both the public and private sectors. Uday's expertise lies in delivering large-scale end-to-end transformational initiatives that enable clients to unlock business value by transforming their information assets into actionable insights for driving operational and organizational efficiencies. His expertise spans enterprise data management, business intelligence and analytics, robotics automation and artificial intelligence across on premise and cloud implementations.

Uday's achievements in the field of enterprise data architecture have not gone unnoticed with publications, awards, and speaking engagements in the field including:

- "Modeling the future Enterprise Data Architecture: A vision 2020" – The winning entry of Informatica Architect's Challenge: Design the Enterprise Architecture of 2020
- "Agile BI Toolkit: Delivering Insights with Agility" – Published whitepaper
- "Big Data Era: Has the existing business model of insurance industry become invalid' – Presentation delivered at Unicom Big Data Conference
- "How can Post-digital Technologies Reshape Insurance Industry" - Presentation at Deloitte War of Ideas Cross Functional Contest
- "Ten Commandments of Managing Large Software Projects" – Presentation at the 4th Annual International Project Management Leadership Conference organized by QAI Asia

#### Representative Project Experience:

Engagement Lead – Texas Department of State Health Services (DSHS)

In order to address various impacts of the COVID-19 pandemic and make critical decisions, the State of TX and DSHS requires reliable data regarding the spread of infection in the state. To address this need, Uday is leading a team to establish the IDDI analytics platform, and Data Governance Program that will serve as the single cloud source of truth on the cloud accessible for all reporting, analytics and data science needs for Infectious Diseases.

As the Engagement Lead, Uday has worked closely with the key client stakeholders to assess the agency's current pain points, blueprint the future state architecture, and manage the delivery of the project over the course of multiple 2-week long agile sprints. He is constantly collaborating with IT teams to understand perspectives around existing data quality and systemic issues, data

Uday Katira Deloitte Consulting LLP	Role: Project Technical Director	21+ Years of Relevant Experience
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ingestion strategies, and data warehouse design. Uday's ability to coordinate has helped facilitate the development of the highly critical solution.

Delivery Quality and Risk Management Lead – Department of Health and Human Services (HHS)  
The client is the US government's principal agency for protecting the health of all Americans through the provisioning of essential human services. Uday served as the program lead for two highly critical development projects at HHS, the Financial Business Intelligence System (FBIS) and Unified Financial Management System (UFMS), which aim to create a unified environment for HHS financial management business functions.

The FBIS project is a Data Warehouse project that is poised to build an information driven and collaborative financial management environment where stakeholders at all levels of the organization have an efficient way to access timely, accurate and relevant information required for measuring performance, increasing transparency and enhancing decision making. UFMS is a core accounting system to maintain Federal Financials leveraging Oracle E-Business Suite. The purpose of this engagement was to maintain existing FBIS and UFMS systems while also offering significant business value through periodic addition of new features and functionality on an on-going basis.

In his role, Uday was responsible for coordination with key HHS stakeholders on the monitoring of project status, proactive identification of risks, development of risk mitigation plans, and performance reviews of the technical on-prem / cloud hybrid architecture. Uday also managed the delivery of technical products and ensured that quality was up to HHS's standards.

Employment:

- Deloitte Consulting LLP (2007 – Present)
- Infosys Technologies Limited (2000 – 2007)

Education:

- Bachelor of Engineering, Gujarat University, India

Certifications:

- Project Management Professional (PMP), Certified Software Quality Analyst (CSQA)

Satheesh Rao Deloitte Consulting LLP	Role: Engagement Lead	20+ Years of Relevant Experience
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Relevant Experience:

Satheesh is a Managing Director with Deloitte and has over 20 years of IT experience in designing and implementing data warehouse systems for both public and private sector agencies. His areas of expertise include Data Warehousing, Business Intelligence, Database Architecture, Data modeling, Administration and Custom Application Development. In his role as a Solution Manager Satheesh has extensive experience with project management, requirement gathering, design, development, testing, troubleshooting, implementations, and production support. Since August of 2020, Satheesh has served as the Lead Data Architect responsible for the Texas Department of State Health Services (DSHS) handling the primary database used for COVID-19 reporting, analytics, and data science. His role in this critical project further proves Satheesh’s commitment to delivery excellence for the State of Texas.

Representative Project Experience:

Lead Data Architect – Texas Department of State Health Services (DSHS)

To address various impacts of the COVID-19 pandemic and make critical decisions, the State of TX and DSHS requires reliable data regarding the spread of infection in the state. To address this need, Satheesh is leading a team to establish the IDDI analytics platform, and Data Governance Program that will serve as the single cloud source of truth on the cloud accessible for all reporting, analytics and data science needs for Infectious Diseases.

As the Lead Data Architect, Satheesh is responsible for development and support of the IDDI Data platform to ingest, cleanse and transform the COVID Lab, Case, Contact Tracking, Fatalities, Hospital, School line and other health metrics data for reporting purpose.

Delivery Manager – Commonwealth of Pennsylvania, Department of Human Services (DHS)

DHS needed greater transparency into their data to better equip them to discover business insights and find the answers to their most daunting questions surrounding program compliance, services and support, caseload management, collections, expenditures, and child assessments. Satheesh led the implementation of several Enterprise Data Warehousing (EDW) and Operational Data Store (ODS) initiatives to create the foundation needed by DHS to access their data more intuitively. As part of the effort, Satheesh conducted requirements gathering, system design, project management, architecture design, and quality assurance to deliver a production-ready solution for DHS.

Managed Analytics Delivery Manager – Exelon

Exelon Corporation is the nation's leading competitive energy provider. As a Delivery Manager, Satheesh was responsible for leading an application maintenance support team. The production support environment covers Hadoop based analytics application solutions across multiple business domains like GRID, Customer, and Customer Data Management. He was also responsible for setting up the initial application maintenance and support processes and management of the overall technical delivery quality, risks and issues using qualitative and quantitative review methods.

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Satheesh Rao

Role: Engagement Lead

20+ Years of Relevant  
Experience

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Deloitte Consulting LLP

Employment:

- Deloitte Consulting LLP (2004 – Present)
  - Probys (2002 – 2004)
  - HCL Technologies (2000 – 2002)
- 

Education:

- Master of Computer Applications, Bharathidasan University, India
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Certifications:

- Amazon Web Services (AWS) Cloud Practitioner
- Azure Cloud Foundation
- Project Management Professional (PMP)
- ITIL – V3 MALC (Expert)
- Oracle Certified Professional (OCP) Database Administrator
- Microsoft Certified Professional (MCP) Designing and Implementing Databases

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Sidd Jyothi Deloitte Consulting LLP	Role: Project Manager	20+ Years of Relevant Experience
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Relevant Experience:

Branded Analytics Technology PM/Lead/Solution Architect with hands-on DB/BI/Modeling/Design/Development and full lifecycle expertise in technical leadership and implementation of large-scale Enterprise application systems. Currently providing Deloitte consulting services in Tolling Industry (State of Texas-CTRMA) on business process automation for data collection, interoperation on Google Cloud Platform, expertise with Health & Oracle BI ERP systems, data architecture and governance, data integration, metadata management, data visualization, advanced data analytics, IT Modernization, agile methodology, program/project management. Certified AWS Solution Architect & Professional Scrum Master (PSM).

Experienced in exploring the emerging technology trends with cloud computing solution architecture stacks of Google (GCP), Oracle and Amazon Web Services (AWS). Manage capacity planning, release planning, and close coordination with client, infrastructure, and various process team managers. Manage all aspects of the project SDLC cycle phases across functional and technical domains.

Manage work plan and staffing plan, coordinate with the project team, and monitor project status. Proactively identify project risks and develop risk mitigation plan. Manage overall project delivery risks, issues, and track mitigation plan for resolutions. Lead and present project status to the program engagement leadership and stakeholders

Representative Project Experience:

Project Manager/Technology Lead – CTRMA DPS Austin, Texas

Lead, manage and enable the tolling operations of CTRMA business processes on Google cloud platform and services. Goal is to enable CTRMA with a first of its kind Google cloud-based platform (DPS) solution for data collection, data exchange and data analytics. Providing day-to-day leadership and managing a team of 12 Deloitte team practitioners to architect, design and develop Data Platform Service (DPS) solution for consuming data on tolling products from Roadside Vendor (TCS), interoperate with CTRMA business entities of CUSIOP Hub and PBM for transaction to payment reconciliation and disposition.

Managing the full lifecycle of project development with an agile scrum based bi-weekly sprint framework to incrementally deliver Release 1 & 2 solution artifacts. Responsible for managing the sprint plans, progress of planned activities and daily scrum call communication of the project status with DPS CTRMA client leadership team.

Sidd Jyothi Deloitte Consulting LLP	Role: Project Manager	20+ Years of Relevant Experience
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PM / BI Lead – FBIS O&M | HHS ASFR, Office of Secretary, Washington DC

Led and managed FBIS Enterprise client O&M operations, application support and development serving five major HHS Agencies of CDC, FDA, IHS, PSC and NIH. Actively lead and manage O&M staff of 18 practitioners, change management including planning and release activities for enterprise accounting centers. Lead O&M team in implementing periodic major and minor releases per master release calendar. Provided day-to-day leadership for the FBIS team, drive integration across FBIS, CFRS, and UFMS work streams; Accountable for all delivery outcomes across FBIS; Management of day-to-day operations of large scale EDW system.

Responsible for all O&M (ETL/DB/BI) activities related to FBIS: Instance and release planning, scope, schedule, risk management and execution (SIT, UAT, Production); Review and delivery of Master Release Calendar, RTM deliverables, SOP documents, Y/E activity planning schedules. Managed and coordinated with team leads to resolve issues that impact project delivery schedule. Managed coordination with Organization Change Management team for project release and training communication to the FBIS community. Responsible for O&M staffing plan, talent acquisition for project team, coaching and enabling new, junior members of the team.

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#### Employment:

- Deloitte Consulting LLP (2010 – Present)
- ICS-Nett Inc (2008 – 2010)
- InfoPro Inc (2006 – 2008)
- Oracle Corporation (1998 – 2006)
- Metro Information Services (1996 – 1998)

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#### Education:

Masters Environmental Engineering, Wayne State University

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#### Certifications:

- AWS Solution Architect Associate
- Professional Scrum Master
- BI Project Management Professional / Deloitte University  
Oracle-Deloitte alliance sponsored Enterprise Fusion Middleware BI Trainer

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Olu Olaniyan Deloitte Consulting LLP	Role: GCP Infrastructure Lead	20+ Years of Relevant Experience
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Relevant Experience:

Olu Olaniyan is a 3x Certified Google Cloud Solutions Architect and Specialist Master at Deloitte Consulting LLP. He has over 20 years of network engineering experience and is an expert in designing and managing hybrid and public cloud solutions for government and commercial sector IT infrastructures. Olu is well-versed in developing proof-of-concepts to support the best and most innovative cloud adoption strategies for individual clients in accordance with their unique requirements and gathering buy-in from all key stakeholders for a successful transition to the cloud.

Representative Project Experience:

Google Cloud Infrastructure Lead – Central Texas Regional Mobility Regional Authority (CTRMA)  
Olu has been responsible for architecting, designing, and building the CTRMA Data Platform System in the Google Cloud environment.

As the GCP lead, Olu has been instrumental in achieving the objectives of phases 1 and 2 through extensive engagement sessions with the CTRMA counterparts and stakeholders. He also leverages the Deloitte and Google Cloud alliance partner relationship in delivering a scalable, secure, and holistic solution to support CTRMA.

In his role, he is also responsible for providing recommendations on integration strategy, new GCP resource assessment, and supporting the development and test environments on a day-to-day basis.

Google Cloud Solutions Architect – United States Postal Service (USPS)

USPS was interested in developing a multi-cloud and hybrid-cloud environment to support artificial intelligence (AI) platform workloads and data warehouse applications. As the lead Google Cloud Solutions architect Olu was responsible for leading stakeholder engagement in assessing on-premises environment elements and strategizing integration efforts and supporting cloud infrastructure cost projections and utilization scaling.

Olu Olaniyan Deloitte Consulting LLP	Role: GCP Infrastructure Lead	20+ Years of Relevant Experience
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In his role, Olu worked hand-in-hand with the engineering teams to assess technical requirements, stand up the proof-of-concept environment, and validate the infrastructure. Furthermore, Olu built an AI pipeline to support high volume data ingestion and ETL workloads. He also evaluated the on-premises data center infrastructure pertaining to data lake resources, networking, and security in support of integration with legacy systems. Throughout the engagement Olu conducted cloud consumption forecasting by monitoring consumption weekly and monthly to justify the cost savings provided by the developed solution.

Principal Network Engineer - National Aeronautics and Space Administration (NASA)  
Olu played a key role in global infrastructure augmentation and enhancements related to NASA's mission network total life-cycle support. He was responsible for evaluating NASA's cloud infrastructure technology and for providing feedback pertaining to networking of on-premises infrastructure as a service (IaaS) NASA project. Olu continuously refined requirements, designed, tested, and implemented proof-of-concept solutions for strategic NASA infrastructure projects. He coordinated the change management and stakeholder buy-in necessary for the successful deployment of each project including interactions with Mission Projects Communication Service Representatives, Mission Security Team, Mission Service Managers, Mission Systems and Operations Teams.

Employment:

- Deloitte Consulting LLP (2019 – Present)
- NASA – National Aeronautics and Space Administration (2014 – 2019)
- AT&T (2012 – 2013)
- Juniper Networks (2010 – 2012)
- Verizon Business (2005 – 2009)
- NTT (2000 – 2005)
- Zillacast (1999 – 2000)
- Highway 1 (1998 – 1999)

Education:

- MBA in International Business and Finance, George Washington University
- Bachelor of Science, Strayer University

Certifications:

- Google Cloud Professional Cloud Security Engineer, Google Cloud Professional Data Engineer, Google Cloud Professional Cloud Architect

Kumar Murugappan Deloitte Consulting LLP	Role: Reports Lead	15+ Years of Relevant Experience
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Relevant Experience:

Kumar Murugappan is a Solution Architect at Deloitte Consulting LLP in the Strategy and Analytics offering portfolio. Kumar brings 17 years of experience in Information Technology and around 15 years of experience in data warehousing and business intelligence systems. His areas of expertise include Data Warehousing, Business Intelligence, Data Visualization, Data Modeling, Data Quality Analysis, Data Profiling, Data Cleansing and Master data management. He has managed and lead projects through understanding business requirements, system requirements, converting system requirements to technical design, architecting business intelligence solutions, integrating information from multiple sources and various COTS products.

He has experience working in large scale data analytics implementation using Tableau, QlikSense, Qlikview, Looker, Power BI and Cognos. Some of the major customers include PA Turnpike Commission, Commonwealth of Pennsylvania Department of Human Services, Department of Labor and Industries, General Electric Corporate, and Connecticut State Board of Regents.

In his current role, Kumar functions as the Reporting Lead/Architect for the PA Turnpike Commission – focused on leading the business intelligence and data analytics program for PA Turnpike Commission that is responsible for maintaining the Interstate Highway. Kumar brings a strong blend of business knowledge, and technology experience of state government operations including Transportation, enterprise IT, Health and Human Services, and Labor.

Representative Project Experience:

Solution Architect - Business Intelligence and Data Analytics Program for PA Turnpike Commission

Kumar was leading the Business Intelligence and Data Analytics team for a PA Turnpike Commission that is responsible for maintaining the Interstate highway. He has worked with 8+ departments and their stake holders to understand the Strategic Performance Goals and Objectives of the Agency. Responsible for technical architecture, design, development, and delivery of analytics solution related to their Traffic Engineering and Operations. He has led cross functional teams through all phases of multiple Qlik sense development process including Discovery and planning, Requirement’s definition, User Interface Design, Report and Dashboard Development, User Acceptance Testing, Deployment and Training.

He has facilitated daily scrums to manage resources and develop sprints from requirements gathered from key stakeholders. Designed 40+ scorecard and detailed dashboards to monitor and support the decision making of the strategic performance goals and objectives. He has worked with Data Science, Research, IT, and business units to assess and incorporate demographic, geographic, weather, traffic, speed, and other data sources for analytic benefit. He was responsible for planning and executing the Qlikview and Qlik Sense infrastructure upgrade activities by working closely with multiple development teams across the enterprise.

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Kumar Murugappan  
Deloitte Consulting LLP

Role: Reports Lead

15+ Years of Relevant  
Experience

#### Solution Architect - CWDS Analytics Solution for Department of Labor and Industries

Kumar was a Solution Architect leading the modernization of Business Intelligence platform for the Commonwealth of Pennsylvania, Department of Labor and Industry. He managed the end-to-end project execution including project planning, risk assessment, and timeline management. Reviewed DLI's current reporting requirements, analyzed existing datasets, and laid out the BI architecture in Power BI for dashboard and self-service reporting. He has conducted several requirements and design sessions with various program groups within DLI to identify and define key performance indicators, business logic for each KPI, and report and data level security.

He has worked with DLI stakeholders designing and implementing 6 new dashboards in Power BI to help improve decision making, insight, and transparency into key workforce related programs. Trained DLI leadership and staff on the features and functionality of Power BI and established a Power BI Administrator Guide and User Guide to assist clients with dashboard deployment.

#### Solution Architect - DHS Interactive Solution for Department of Human Services

Kumar has worked closely with stakeholders across 11 program offices, the DHS executive reporting group and the DHS technical team (BIS) to define requirements and design a holistic solution consisting of 19 dashboards and almost 200 different indicators. Helped his customer in evaluating the market leading Business Intelligence tools such as Tableau, QlikView, and QlikSense based on various factors like ease of use, self-service features, scalability, data preparation and advanced analytics features. He has designed, developed, and deployed interactive analytical dashboards using all three tools. Created multilayer architecture in Tableau by decoupling Data Source Layer (TDS/TDSX) and Presentation Layer (TWB/TWBX). Involved in troubleshooting, performance tuning of Tableau reports and resolving issues within Tableau Server. Served as Subject Matter expert to assist the BI Team in learning and resolving Tableau development roadblocks. Designed 2-tier and 3-tier architectures and created QV data model by joining data from multiple sources. Created Qlik Extensions for visualizing parallel sets using D3 visualization library.

#### Senior ETL Specialist - Business Analytics Shared Services for Department of Human Services

Kumar was an ETL Specialist leading a team of 11 in developing the Data Warehouse system for OCYF program office under Department of Human Services. Responsible for designing, developing, and delivering a data warehouse reporting solution comprising of ad hoc reports, interactive dashboards, OLAP cubes and federal reports. He has developed ETL technical architecture, including Data Quality, Metadata Management and Data Migration using enterprise defined ETL Framework. Conducted impact assessment and determined the size of effort based on requirements. Defined and implemented ETL development standards and procedures. Resolved difficult developments issues, identified bugs and implemented/recommended solutions to developers. During this period, he has acted as a liaison between Data Warehouse, Infrastructure Shared Services and Application Development

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Kumar Murugappan Deloitte Consulting LLP	Role: Reports Lead	15+ Years of Relevant Experience
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teams.

Employment:

- Deloitte Consulting LLP (2013 – Present)
- SOHO Solutions (2012 – 2013)
- Tata Consultancy Services (2005 – 2012)

Education:

- Master’s in information technology, Anna University, India
- Bachelor of Engineering, Madurai Kamaraj University, India

Certifications:

Certified Qlik Data Architect, Certified Qlik Business Analyst, ITIL Foundation in IT Service Management, License - GR750450022KM, Apache Cassandra and DataStax Enterprise Developer Associate, Scrum Alliance - Certified Scrum Master, License 000664462

**1.2.2 Resumes of Representative Personnel**

In addition to the key personnel listed above, Deloitte and Google bring a deep bench of 1,500+ systems integration, cloud architecture, software development, and analytics practitioners with the unique skills required to execute the development of data platform services for CTRMA. The resumes of such representative personnel can be provided on request for your reference.



### 1.3 Corporate address

The services being proposed under this solicitation response will be delivered by Deloitte Consulting LLP headquartered at the following corporate addresses.

<b>Deloitte.</b>	
Address	30 Rockefeller Plaza, New York, NY, 10112-0015
Telephone Number	212-492-4000
Fax Number	212-489-1687

### 1.4 Other Office Locations and Addresses

Deloitte has office locations located conveniently in downtown Austin. Deloitte has other locations throughout the state from where we can source specialized team members in cities including Dallas, Houston, San Antonio, and Fort Worth. For a full list of our office locations throughout the world please refer [Deloitte Global Office Directory](#).

<b>Deloitte.</b>	
AUSTIN, TX	
Address	500 W. 2 <sup>nd</sup> St., Suite 1600, Austin, TX, 78701
Telephone Number	512-691-2300


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## 1.5 Summary of the Firm’s Experience providing services for governmental entities from 2017-to date

Deloitte has unmatched experience managing large-scale technology implementations, modernizations, and other strategic initiatives across federal and state government. More specifically, we have provided ongoing support to the State of Texas in improving public safety, developing the state’s, solving complex business issues, and upgrading outdated technology systems to provide higher quality service at lower cost to taxpayers.

The figure below provides the details of several of our current engagements for Texas State agencies along with the services provided.

Clients	Project	Dates	Project Duties and Outcomes
 Office Of Attorney General (OAG)	Data Analytics Self-Service Platform (DAS2) & Modernization of Data Conversion	2021 - Present	Deloitte is supporting OAG’s Data Modernization Initiative which includes modernization and expansion along with migration to cloud platform. <ul style="list-style-type: none"> <li>• OAG’s platform integrates data from the legacy mainframe and other external files related to Child Support cases.</li> <li>• This platform will serve as the unified repository for the data from disparate sources while offering access to those data through dashboards, standard reports, and ad hoc analytics tools.</li> <li>• As part of this team is bringing 200+ mainframe objects, user feedback data from Qualtrics and other external data to the platform to enable customer-centric analytics.</li> <li>• Deloitte is also developing new data pipelines using AWS Glue to reduce manual processing and dependency on Mainframe and SAS. Also enabling the interactive dashboards and self-service analytics capabilities using QlikSense and SAS Viya. Additionally, to support the DevOps, data pipeline and Database deployments have been automated leveraging the Liquibase and AWS Cloud Formation technologies.</li> </ul>



Texas  
Department  
of  
Information  
Resources

Texas.gov

2017 –  
Present

#### Web Portal Modernization

- After taking over from a previous vendor, Deloitte is helping DIR with large-scale effort to modernize the way citizens interact with the Texas state government by creating an AWS backed secure, user-friendly, easy-to-access web portal for all state government services
- After helping DIR migrate to the cloud, the new portal has accumulated over 850k monthly visits and 1M monthly transactions
- 90% of Texans have provided satisfactory reviews of the new website since go-live.

#### My Government My Way

- The My Gov My Way project or MGMW is focused on enhancing the constituent digital experience. The new digital assistant that will help citizens interact with government more easily and more seamlessly
- The initial release is limited to Texas Department of Licensing and Regulations constituents who hold a massage therapy or massage therapy instructor license. Through the MGMW application, these constituents can setup their personal MGMW account, renew their massage therapy or massage therapy instructor license, as well as manage their credit cards to make a payment through the application.



Department  
of Public  
Safety

SPART-N  
Analytics

2017 –  
Present

#### Application Development Services

- Deloitte is currently designing and developing an advanced analytics solution for Intelligence and Counter Terrorism to understand relationships and establish correlations between data aggregated from disparate sources
- The solution has effectively reduced the time spent on manual data aggregation by 80% and enabled staff to spend 100% time on investigative analysis

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DSHS –  
Public  
Health  
Analytics

Data  
Integration  
& Reporting  
Platform for  
State  
Health  
Analytics

2020-  
Present

- Deloitte stood up a modernized cloud technology-based State Health Analytics Platform (SHARP) as well as the data integration platform (IDDI) to streamline and analyze infectious diseases and mortality statistics to support 50 multi-Agency and external stakeholders during the government mandate to address the emergency situation arising from Covid-19 Pandemic.
- DSHS users now are enabled with reliable timely access to data to support and inform public health decision making.



Central  
Texas  
Regional  
Mobility  
Authority

CTRMA DPS 2021 --  
Project Present

DPS Data Platform

- Deloitte stood up DPS Data Exchange platform to automate the Tolling Transaction business operations and TOMS application platform to manage and control interoperable transactions with external vendors of TCS, IOP Hub and PBM
- Deloitte has successfully completed the UAT events with external vendors and is currently supporting the internal End-To-End integrated testing in preparation to operate in production environment early Oct 2022

## 2.0 Project Work Plan

### 2.1 Project Overview

---

*A description of key activities and milestones.*

---

Deloitte as the current incumbent contractor of Release 1, 2, & 3 development work, is currently supporting CTRMA IT team with integrated End to End (E2E) testing of DPS and TOMS application systems. This significant milestone is backed up by successful completion of UAT events on DPS interoperation with external vendors of Kapsch, CUSIOP Hub and PBM systems. In addition, the Deloitte team has successfully architected TOMS application solution and completed the UAT events to enable CTRMA IT team to securely administrate, configure, manage, and control the transactions stored, processed, and interoperated in DPS platform.

As CTRMA begins the E2E milestone, Deloitte is wrapping up the planned release 3 backlog items in preparation for the Parallel Operations Testing in production (POT) milestone, anticipated to begin early In October 2022. Deloitte and DPS IT team are preparing the DPS/TOMS production environment, including the DPS infrastructure, network, security to support data exchange interoperation with external vendors.

To this effect, Deloitte has conducted successful interactive UAT demonstrations of the:

- ⇒ DPS interoperation capabilities for small and high-volume transaction consumption, payment routing and processing, ingesting periodic high volume TVL and LVL datasets, performing automated lookups against TVL/LVL datasets for statuses, queuing of transactions based on the workflow processing status, billing of transactions for invoice data interaction with PBM external vendor, producing verifiable functional outcomes per ICD specifications and CTRMA business requirement.
- ⇒ TOMS application system to
  - Search, view, filter and download transactions as well as support editable transaction attributes of Workflow Status, Payment Path, Amount and Axle per business rules.
  - Create, update, and configure internal management controls on transaction products, active and passive discount programs, and organizations,
  - Create billing configuration to manage the aggregated bill scenarios and parameters. Support editing of 'Bill Payment Path' for business scenarios involving re-routing of 'PBM to Hub' or 'Hub to PBM'
  - Support creation of 'Hold and Release' transaction capabilities to enable CTRMA exercise control on interoperation with external vendors to manage daily business situations and data realities.

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DPS & TOMS application platform solution is well positioned for further expansion as requested in Release 4 for Reporting and Analytics requirements:

- To extend the DPS platform with Reporting Cache capabilities on BigQuery Google Service
- To extend the DPS platform with DEX API solution to make the data conducive for reporting via Looker services
- To extend the platform solution with Reporting & Analytics capabilities
- To extend the DPS platform with DEX API to support three channels of public reporting
- To extend the TOMS application platform with Data Use governance capabilities

## 2.2 Assumptions and Dependencies

*High-level scope, assumptions, and dependencies of the project.*

Based on the Release 4 SOW requirements and our experience of delivering Release 1, 2, and 3, we have identified following high-level scope, assumptions, dependencies and out of scope items:

High level scope:

- **Reporting Cache Modeling**
  - Discover and document future state reporting schemas, entities & relationships (ERDs), and data entity catalog
  - Design, model, test, and deploy initial Reporting Cache model(s)
  - Scoped in 8 data groups for modeling:
    - Roadside,
    - DEX,
    - Transaction,
    - Product,
    - Pricing,
    - Discounts,
    - Billing,
    - Financial
  - Iterative modeling required for Reports would be handled as part of reporting sprints, with as much modeling upfront as possible in the initial phase
- **DPS Reporting Cache API DEX**
  - Identify and map required DPS OLTP data entities and attributes to Reporting Cache
  - Document, Design, build, test, and deployment of initial DPS Reporting

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- Cache API DEX
- Iterative design, build, test and deployment of DPS Reporting Cache API DEX would be handled as part of reporting sprints
- **Public Reporting DEXs**
  - Identify the use case for the Public Reporting API DEX for a single channel / single dataset
  - Design, build, test and deployment of the Public Reporting API DEX API
  - Identify the use case for larger collection of the same dataset to be provisioned through Public File Folder DEX
  - Design, build, test, and deploy Public File Folder DEX as well as file management schedule
  - Identify the use case for even larger collection of the same dataset to be provisioned through Public Reporting GitHub DEX
  - Design, build, test, and deploy Public Reporting GitHub DEX and file management schedule
- **Reporting & Analytics**
  - Review and understand report prototypes and related requirements documents
  - Develop, test, and deploy Semantic Model including Views, Dimensions, Measures and Explores
  - Review and Advise CTRMA on Looks and Bundling of Looks on a Dashboard
  - Configure Reporting Library within Looker to organize the content and setup access control
  - Iteratively assess the impact and design, build, test, and deploy changes to Reporting Cache and API DEX
  - Scoped in 3 sprints for implementation, 3 weeks each, with 30 story points velocity
- **Data Use Governance**
  - Conduct discovery for Data Use Governance information flows, requirements, & solution design
  - Define/revise sprint scope, priority, and schedule for UI/UX design and implementation of requirements
  - Scoped in 2 sprints for implementation, 3 weeks each, with 40 story points velocity

#### Assumptions:

- **General**
  - This solution is based on existing Google Cloud Platform (GCP) - Cloud Data Fusion, Cloud Storage, Big Query, Cloud DataProc APIs, Apigee, Full

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- stack development suite, and Looker
  - CTRMA will procure any additional required software licenses and services per mutual agreement
  - GCP Cloud consumption cost is not included on the pricing
- **Initial Reporting Cache Data Modelling**
  - CTRMA business teams and SME to be available for requirements discovery, and design reviews
  - Up to 6 discovery sessions to be conducted for Report Cache Data Modelling
  - Deloitte will work with CTRMA to finalize up to 8 data groups as part of the Initial Reporting Cache Data Modelling
- **DPS Reporting Cache API DEX**
  - Star schema-based relational data warehouse will be developed in Big Query
  - ETL / API DEX Pipelines to be created for up to 8 data groups identified in the Reporting Cache Data Modelling Phase
  - Ability to turn on, turn off, or schedule DPS Reporting Cache API DEX pipelines will be provisioned through GCP Scheduler services
  - CTRMA business teams and SME to be available for conducting UAT testing and approve deployment to Production environment after every sprint
  - The scope for each sprint will be mutually discussed and agreed upon during backlog prioritization and sprint planning for all the 6 sprints
  - Any new changes identified post requirements / acceptance criteria sign-off will be managed through Product Backlog and go through Prioritization during successive sprints
- **Public Reporting DEXs**
  - CTRMA business teams and SME to be available for requirements discovery, and design reviews - up to 2 sessions to be conducted for Public Reporting DEX
  - Deloitte will work with CTRMA to identify and build 1 data extract for public reporting purpose
  - Same data extract can be consumed through up to 3 different channels
  - API for daily and weekly data
  - Google Cloud Storage Folder for Monthly and Quarterly data
  - Third party exchange site (GitHub) for Yearly Data
  - Ability to turn on, off, and schedule functionality for Public Reporting pipelines will be provisioned through GCP Scheduler services
  - CTRMA business teams and SME to be available for conducting UAT testing and approve deployment to Production environment

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- **Reporting and Analytics Sprints**
  - CTRMA will provide the prototypes for as many named reports as possible before the initiation of Sprint 0
  - The established Story Point Estimation guidelines will be followed for Sprint Planning and Backlog Prioritization
  - User stories for each sprint would be decided at the start of each sprint using Story Point Estimation guidelines
  - Up to 30 Story points will be delivered in each Sprint Cycle for 3 sprints
  - Jira software to be used to track the product backlogs, estimate user stories, planning sprint cycles & scopes, and re-prioritize stories
  - Deloitte will provide advisory design to CTRMA for any Look or Dashboard creation in Looker
  - CTRMA will take primary responsibility for the development and modification of the Looks with Deloitte's advisory support as needed
  - CTRMA will be available to conduct the UAT, provide design feedback during the sprint cycle and approval for Production deployments
  - Any new changes identified post requirements / acceptance criteria sign-off will be managed through Product Backlog and go through Prioritization during successive sprints
  - Reporting Library will be established using Looker's Shared folder to organize the Looks and Dashboards
  - Deloitte will leverage existing procedures and processes wherever applicable
  - This does not include changes to existing DPS or TOMS UI Application Screens
  
- **Data Use Governance**
  - CTRMA business teams and SME to be available for requirements discovery, and design reviews
  - Up to 2 discovery sessions to be conducted for Data Use Governance
  - Data use governance activities will leverage DPS data dictionary and attribute list
  - CTRMA business teams and SME to be available for conducting UAT testing, provide design feedback during the sprint cycle and approval for Production deployments
  - Any new changes identified post requirements / acceptance criteria sign-off will be managed through Product Backlog and go through Prioritization during successive sprints

**Dependencies:**

- CTRMA to provide the Report prototypes for the User stories that are to be developed in the

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### Out of Scope:

- Changes to the existing TOMS UI application functions and screens

## 2.3 Our Approach

As part of release 1, 2, and 3, our Deloitte team has designed and instantiated a robust, secure, and scalable architecture to support the CTRMA Data Platform System. The Google Cloud Platform (GCP) environment consists of a development, testing/UAT, and production environment. The development and testing environment are actively utilized by our cloud engineers for architectural validation and staging preparation of what is to be the future production state. The Deloitte solutions team has also incorporated best practices through our Google partnership and will continue to engage as we progress through the project. The current design is instituted based on results of collaborative discovery efforts with our CTRMA IT personnel counterparts.

In Releases 1, 2, and 3 the Deloitte solutions team adhered to a cloud first methodology enabling the CTRMA organization to fully harness the cloud capabilities. In release 4, our Deloitte team will continue to build on the established intelligence and implementations to meet the objectives required for the future production state of the DPS Reporting and Analytics solution.

In our previous Releases, the Deloitte team introduced the physical and logical architecture, and implemented the DPS solution. As illustrated below, we identified each layer constituting the GCP resources and workflow path required to communicate with CTRMA partners, exchange data, and produce various formats of outputs for consumption and further processing. The Data Sources and Data Management & Storage layers comprise of the acquisition and exchange of files process which are subsequently transformed and stored in the cloud database and persistent storage buckets. The Data consumption layer provides the application layer interface for reports, dashboards, that may be consumed by internal and external stakeholders.

Starting in Release 4, the Deloitte team will extend the DPS solution capabilities to include public, external, and internal reporting through external facing API Interfaces and Looker, as well as Data Use Governance to meet the reporting and audit control requirements.

In Release 4, the Deloitte team will engage with CTRMA to develop a Reporting Cache Data Model that would support the internal, external, and public reporting needs followed by the implementation of data flow from DPS data source to reporting cache layer in Big Query. This reporting cache layer will be the single source of truth for all reporting needs within CTRMA. As illustrated in the below diagram, existing architecture will be extended to include Public Access and Looker capabilities.

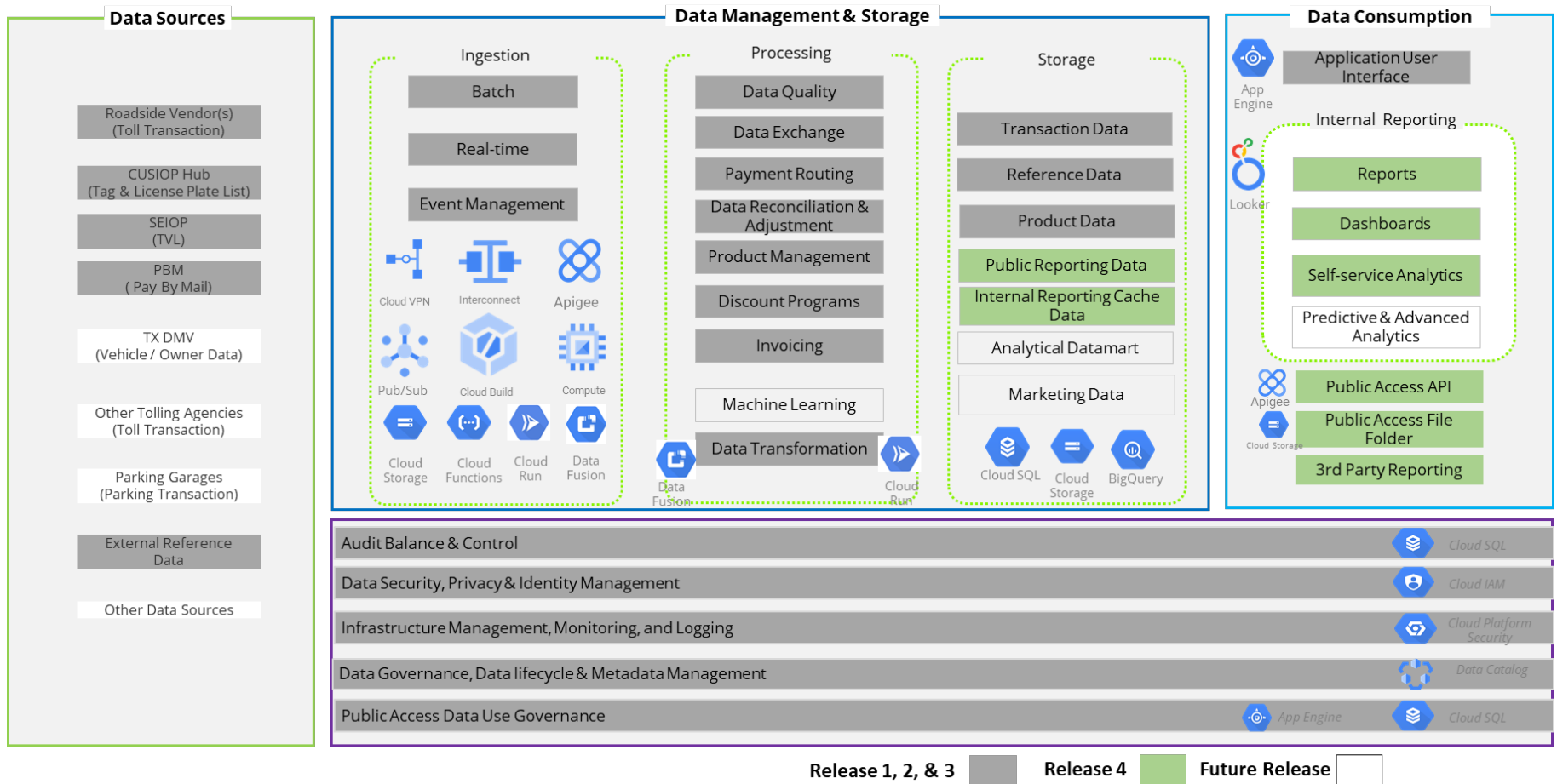


Figure 5: High Level Architecture

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Our process for the development of the Reporting and Analytics solution will be broken down into five different phases following a hybrid approach with a combination of waterfall and agile which would allow us to incrementally build the reporting and analytics environment that is grounded on CTRMA stakeholders feedback received during each iteration. Following diagram illustrates the overall timeline for Release 4 Project delivery.

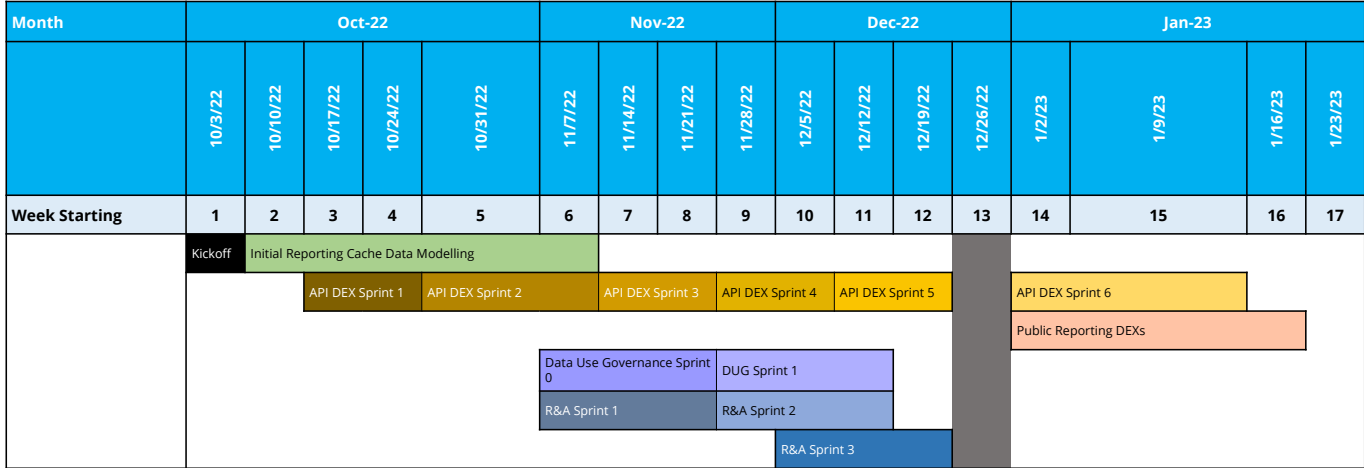


Figure 6: Project Timeline

**Report Cache Modeling:**

Starting with the Reporting Cache Data Modelling, we will work with CTRMA to identify the data groups that would be the baseline for building the Reporting Cache layer. Our Project Manager, Reporting Architect and Data Modelers will conduct series of discovery sessions to finalize the data groups. Once the data groups are finalized, we will continue to identify and define the dimensions, measures, aggregates, summaries, snapshots, and access controls for each data group along with documenting the transformation logic from DPS data source to Reporting Cache data model. The initial reporting cache will serve as a source for multi-purpose dissemination function in the design and development of

- CTRMA public API solution to support public access,
- CTRMA authorized public file folder access.
- CTRMA authorized internal reporting and analytics solution

Steps to develop the Reporting Cache Data Model will include,

- ⇒ Developing and documenting a preliminary representation of the Reporting Cache Data Model for 8 data groups
- ⇒ Creating a logical data model that specifies the data groupings, relationships, and data definitions at a high level.
- ⇒ Defining applicable data-related business rules to build the measures and aggregates.
- ⇒ Transforming the logical data model into a physical data model specific to Big Query database leveraging the complex types available in Big Query.
  - Data Types such as ARRAY and STRUCT will be used to de-normalize the DPS data to support faster query retrieval.

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- ⇒ Reviewing the logical and physical models with CTRMA for approval
- ⇒ Creating the physical tables, database access controls, views, stored procedures, partitions, and clusters as required for the data groups.
- ⇒ Documenting the initial DPS API DEX ICD specifications for data extraction from operational data base which includes column-to-column mapping from source to target and data validation rules

### DPS Reporting Cache API DEX:

Our development of the DPS Reporting Cache API DEX, driven by the Google Cloud platform, includes the activities related to building the reporting cache system, seamlessly extracting the data from source and transforming to the target model, integrating the various elements of the DPS system based on the identified data groups, and validating the ingested data.

At the start of each sprint within this phase, our Reporting Lead and the ETL developers will review the ICD specifications and finalize them before getting CTRMA's approval to develop the integration. We develop ingestion frameworks using Cloud Data Fusion within Google Cloud platform to extract data from DPS source tables enabling scalable data integrations. Once the data is extracted from the source system, we will use Google's data wrangler service component to handle various types of data format conversions and apply transformation rules as necessary to meet the reporting needs as specified in the ICD specifications.

Steps to develop the DPS Reporting Cache API DEX will include

- ⇒ Reviewing and finalizing the DPS API DEX ICD transformation specifications for data extraction from operational data base which includes column-to-column mapping from source to target for each data group
- ⇒ Defining the data warehouse load frequencies, dependencies, and load type (incremental/full load) for each data entity within data groups
- ⇒ Identifying and documenting data validation and exception handling rules
- ⇒ Reviewing and finalizing the load frequency and schedule
- ⇒ Developing the pipelines in cloud data fusion to extract and load the data from DPS in Cloud SQL Postgres to Reporting Cache layer in Big Query
- ⇒ Developing the transformation rules using Data Wrangler as needed based on the business transformation rules
- ⇒ Configuring the pipelines using the Google scheduler service to extract, load, and transform the data for each data group
- ⇒ Provide the documentation to administer and control the scheduler service to turn-off and turn-on as required

### Public Reporting DEX:

CTRMA Reporting Analytics platform will be extended with additional capabilities to support Public Report Data Exchanges by requirement. Scope in Release 4 is confined to automate the build of one Public Reporting DEX API. Google platform services of APIGEE, GCP and Big Query will be leveraged to build the solution capability to produce qualified, approved and attested

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'structured raw roadside data' file for consumption in defined public folders, internal folders, and Git-Hub folders.

Data volume based on the time window (one week time window, [Sunday through Saturday]), state of the files (compressed vs uncompressed), periodicity (daily, monthly, yearly) of the raw datafile generation will be automated per CTRMA requirement before being made available in the defined public, internal and Git-Hub folders.

Deloitte will provide documentation of the administration of DEX API file management processes, including the guidance on controls of turn-off and turn-on.

### Reporting & Analytics:

Deloitte understands CTRMA's Data Platform environment, it's ongoing Release 3 efforts, and current challenges. To meet CTRMA's Reporting and Analytics requirements, Deloitte, along with CTRMA, has established an agile approach with multiple sprint cycles. Starting November 2022, over a period of 8 weeks, Deloitte will conduct a series of 3 sprint cycles to analyze CTRMA's reporting requirements and prototypes, develop, test, and deploy semantic models, review and advise CTRMA on Looks and Dashboards, configure the Reporting Library in Looker, and also enhance the Reporting Cache data model and corresponding DPS Reporting Cache API DEX pipelines.

The objective of the Sprint Cycle is to iteratively develop the reporting and analytics solution in potentially deployable increments and increase efficiency through frequent feedback. Reports are continuously designed, developed, tested, and integrated leading to increasingly complete and stable reporting solution. Deloitte team along with CTRMA's SMEs increases efficiency by identifying effective practices and adjusting to resolve what went wrong during the previous sprint cycle.

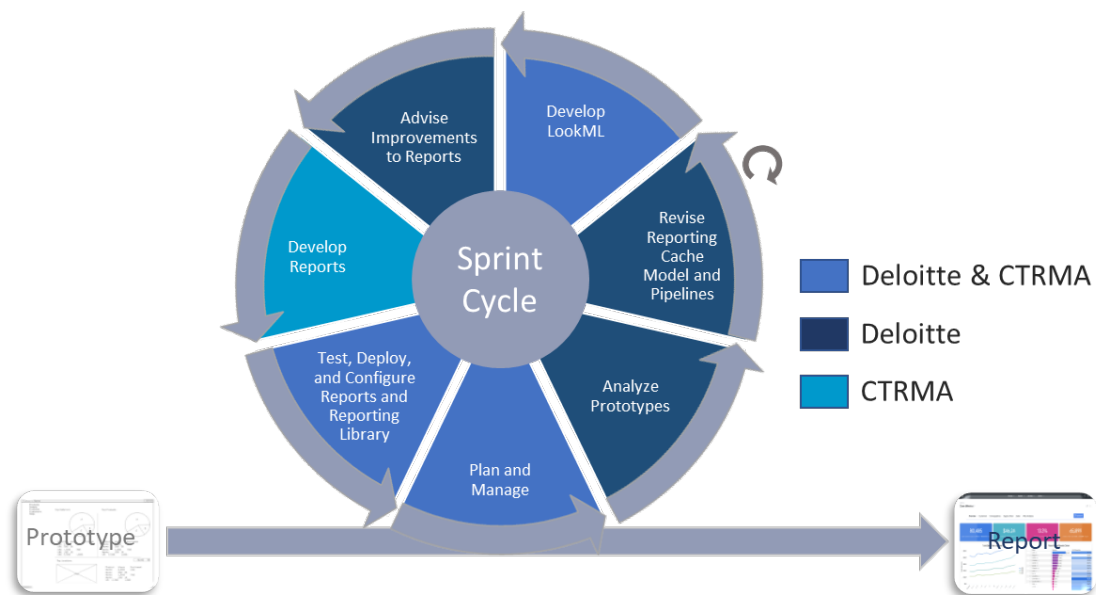


Figure 7: Reporting and Analytics Sprint Cycle

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As illustrated in the Figure 7. Reporting and Analytics Sprint Cycle, our sprint cycles will follow the below process:

- ⇒ CTRMA documents the reporting requirements in the form of user stories before the start of each sprint. The user stories logged in Jira will include the feature requirements, report prototype, and the acceptance criteria for each Report.
- ⇒ At the beginning of every sprint cycle, in the plan and manage step the scrum master facilitates a sprint planning meeting with the team including the Project Manager, Looker Developers, CTRMA stakeholders and ETL Team Members to determine which user stories will be accepted into the sprint based on priority and story point sizing estimate as mentioned in the Figure 8. with 30 story points velocity.
- ⇒ The accepted user stories are moved from the Product Backlog into the Sprint Backlog.
- ⇒ The sprint planning meeting provides the team with enough information for them to forecast the work for the sprint and to start work.

### Story Point Estimation for Reporting Sprints – Unit Estimates

Tasks	Unit Type	Story Points		
		Simple	Medium	Complex
Review high-level requirements documentation and prototype developed by CTRMA	Review Session (2 sessions * 2 hours)	1	1	1
Develop, test, and deploy Semantic Model in Looker which includes, Views, Dimensions, Measures	Views using LookML	4	7	10
Explores				
Review and Advise CTRMA on Looks	Looks	1	4	7
Bundle Looks into a dashboard in Looker	Dashboards	0	1	2
Configure Reporting Library within Looker to organize the contents and set up access controls for Looks, Dashboards, and Boards	Access Control and Content Management	1	1	1
Assess the impacts to Reporting Cache data model, ETL pipelines, and document the business logic to produce reports/looks in Looker	Impact Assessment and Documentation	1	1	2
	1. Explores, 2. Report Cache Model, 3. ETL Pipelines			
Develop/update, test, and deploy changes to Reporting Cache Data Model in Big Query	Reporting Cache Big Query Enhancements	1	2	3
Develop/update, test, and deploy Reporting ETL Pipelines	ETL Pipelines Enhancements	1	3	4
<b>Total Story Points By Report Complexity Type</b>		<b>10</b>	<b>20</b>	<b>30</b>

Figure 8: Story Point Estimation for Reporting Sprints

- ⇒ During the sprint, the scrum master facilitates the daily stand-up meeting with the team to discuss sprint progress and identify any impediments.
- ⇒ CTRMA stakeholders will be engaged to provide their feedback during the daily standup calls about the progress of the feature. Any changes requested will be logged and refined for future sprints based on the sizing of the requested change.
- ⇒ The sprint cycle includes the following steps to fully design, develop, test, and deploy the user stories for release - including any necessary documentation
  - **Analyze Prototypes:** Deloitte team will review the prototypes developed by CTRMA

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and assess and document the impacts to the existing Reporting Cache Data Model, existing Pipelines and the LookML of the prototype.

- **Revise Reporting Cache Data Model and Pipelines:** If any changes are identified to the existing Reporting Cache Data Model or the pipelines that are used for extracting, loading, and transforming the data from DPS to Reporting Cache ETL Team member will make the necessary changes to the impacted artifacts.
- **Develop LookML:** The objective of this activity is to implement the semantic model for the data group that is required to build the Report identified in the User Story. This may include creating views, dimensions, measures, drill downs, explores, and models.
- **Advise improvements to Reports:** Deloitte's Reporting Architect reviews the Looks and dashboards created as prototype and conduct a working session with CTRMA to provide feedbacks to make necessary changes to the Reports to adapt to the new / revised Semantic Model in Looker.
- **Develop Reports:** CTRMA leverages the new semantic model to develop or update the Looks and Dashboards using the newly deployed explores that is built upon the reporting cache data residing in Big Query.
- **Test, Deploy, and Configure Reports and Reporting Library:** This activity is a collection of all testing and deployment related activities with the objective to ensure that the acceptance criteria are met for the user stories implemented and includes tasks to conducting integration and user acceptance testing based on the test plan established in each sprint. CTRMA conducts the end-to-end testing of the user stories and provides approval for deployment of the Reports. Upon CTRMA's Approval Deloitte Team deploys the code to the production environment and configures the Reporting Library in Looker. This includes setting up the required access controls, creating and organizing the folder structures and deploying the dashboards within those shared folders

### Data Use Governance:

Deloitte understands the CTRMA vision of the GUI based "Data Use" governance management assistance tool with a goal to protect the data use with adequate automated governing controls before releasing them for public consumption. TOMS application platform will be extended with additional capabilities to support the governance of "Data Use". Deloitte will conduct a series of 2 sprints to discover the business and functional requirements to implement Data Use Governance business process, business rules, and audit controls in the scope of Release 4.

Sprint 0 of the Data Use Governance phase will be focusing on

- ⇒ Gathering and documenting the requirements for implementing the Data Use Governance process within CTRMA as it broadens access to its data to Public and External entities
- ⇒ Modeling of the known business Data Use processes in the TOMS UI interface, and the flow of Governance
- ⇒ Designing the UI to administrate the workflow to request review, certify, and attest the data entities for reporting purposes

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Sprint 1 of the phase will be focusing on the implementation aspects determining which user stories will be accepted into the sprint based on priority and story point sizing estimate as mentioned in the Figure 9. with 40 story points velocity.

### Story Point Estimation for Data Use Governance Sprints – Unit Estimates

Features	Story Points		
	Simple	Medium	Complex
UI/UX Design	4	6	9
Data Capture Capability	4	5	6
Grids / Frames / Logical Fields to interact database	3	6	10
Buttons and Events for functional Navigations	2	3	5
Validations and Business Rules	0	2	5
Other Additional Features <ul style="list-style-type: none"> <li>▪ File Upload / Bulk edit features</li> <li>▪ Download feature for Images, Videos, PDFs, or CSVs</li> <li>▪ Search Feature</li> <li>▪ Security Features <ul style="list-style-type: none"> <li>▪ Authentication and Authorization</li> </ul> </li> </ul>	2	3	5
<b>Total By UI/UX Complexity Type</b>	<b>15</b>	<b>25</b>	<b>40</b>

Figure 9: Story Point Estimation for DUG Sprints

- ⇒ Building of capabilities to store the workflow driven process actions (Certified, Attested) in the DPS database to identify the allowable, qualified data elements designated for public ‘Data Use’
- ⇒ Creation of a UI to administrate as well as facilitate sending of automated notifications/alerts to the designated persons carrying the roles of “Reviewer”, “Certifier”, “Attester” by CTRMA requirement,
- ⇒ Features to list all “Data Use” instances organized by “Entity” [Data Groups] level of granularity, and drill down to view the actions performed (modified, deleted, archived)
- ⇒ Features to support internal auditors to perform Data Use Governance periodically by requirement
- ⇒ Support user roles of ‘Reviewer’, ‘Certifier’, ‘Attester’ to effect workflow-based approval process before the decision is made to sign-off on release for “Data Use” for that period.

## 2.4 CTRMA Support

### CTRMA Resources:

Our team will follow the hybrid approach for the delivery of the solution across all the phases. In each phase, we would require 20-30 hours of time during the discovery sessions of the project from Subject Matter Experts (SMEs) and other stakeholders for requirement gathering, prioritization, reviews, etc. This time requirements will reduce as the solution matures across the phases.

### CTRMA Staff Roles:

Role	Responsibilities	Participation	Commitment Per Sprint
Product Owner	<ul style="list-style-type: none"> <li>Provide input for the vision of the end-product</li> <li>Prioritize the build order of features scoped in each sprint</li> </ul>	<ul style="list-style-type: none"> <li>✓ Sprint Planning</li> <li>✓ Backlog Grooming</li> <li>✓ Daily Standup</li> <li>✓ UAT</li> <li>✓ Demo &amp; Retrospective</li> </ul>	10-15 Hours
Project Manager	<ul style="list-style-type: none"> <li>Oversee project coordination and integration between cross-functional teams</li> </ul>	<ul style="list-style-type: none"> <li>✓ Daily Standup</li> <li>✓ Sprint Planning</li> <li>✓ Demo and Retrospective</li> <li>✓ Backlog Grooming</li> </ul>	7 Hours
Technical Owner	<ul style="list-style-type: none"> <li>Provide direction on technical and architectural design questions</li> </ul>	<ul style="list-style-type: none"> <li>✓ Sprint Planning</li> <li>✓ Demo and Retrospective</li> <li>✓ UAT</li> <li>✓ Backlog</li> <li>✓ Grooming</li> </ul>	5 – 7 Hours
Business / Technical Analyst	<ul style="list-style-type: none"> <li>Define business and technical requirements based on the business goals of the solution</li> </ul>	<ul style="list-style-type: none"> <li>✓ Demo and Retrospective</li> <li>✓ Backlog Grooming</li> </ul>	10-15 Hours

Sprint Cadences:

Cadence	Purpose	Length	Recurrence
Daily Standup	<ul style="list-style-type: none"> <li>Discuss daily progress, raise any impediments for remediation and update the technical Kanban chart as required</li> </ul>	15 minutes	Daily
Sprint Planning	<ul style="list-style-type: none"> <li>Prioritize stories that are in accordance with the defined "Definition of Ready"</li> <li>Accept stories for sprint inclusion based on team capacity and business priority</li> </ul>	1 Hour	Prior to the start of each sprint
Demo and Retrospective	<ul style="list-style-type: none"> <li>Demonstrate working code</li> <li>Retrospective to identify <i>"what worked well, what did not work well, and what could be even better..."</i></li> </ul>	1.5 Hours	Once on the last day of each sprint
UAT	<ul style="list-style-type: none"> <li>Provide UAT acceptance criteria and test scenarios</li> <li>Perform user acceptance test of the sprint deliverables</li> <li>Capture UAT observations and support triage to distinguish defects and enhancement change requests</li> </ul>	10-16 Hours	Every Sprint
Backlog Grooming	<ul style="list-style-type: none"> <li>Review and discuss weekly task progress and update the technical Kanban chart as required</li> <li>Add requirements to the backlog repository as user stories</li> <li>Prioritize user stories for inclusion in future sprints based on business needs</li> </ul>	1 Hour	Weekly

## 2.5 Deliverable Timeline

*Provide estimated due dates for each deliverable specified in Section 4 [CTRMA SOW].*

The scope of Release 4 activities will be broken up over multiple phases and a series of sprints within those phases and will be implemented in an agile fashion. The below table covers the overall deliverable and the estimated schedule.

### Release 4 Deliverables:

Phases and Deliverables	Estimated Date
<b>Report Cache Modeling</b>	
Updated Reporting Requirement document	11/11/2022
Data Mapping document between Operational Database and Reporting Cache	11/11/2022
Logical Data Model for the Reporting Cache	11/11/2022
Physical Data Model for the Reporting Cache	11/11/2022
Documented schemas, ERDs, Data Entity Catalog	11/11/2022
<b>DPS Reporting Cache API DEX</b>	
<b>Sprint 1</b>	
Reporting Cache API DEX ICD	10/28/2022
Reporting Cache API DEX	10/28/2022
<b>Sprint 2</b>	
Reporting Cache API DEX ICD	11/11/2022
Reporting Cache API DEX	11/11/2022
<b>Sprint 3</b>	
Reporting Cache API DEX ICD	11/25/2022
Reporting Cache API DEX	11/25/2022
<b>Sprint 4</b>	
Reporting Cache API DEX ICD	12/09/2022
Reporting Cache API DEX	12/09/2022
<b>Sprint 5</b>	
Reporting Cache API DEX ICD	12/23/2022
Reporting Cache API DEX	12/23/2022

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Phases and Deliverables	Estimated Date
<b>Sprint 6</b>	
Reporting Cache API DEX ICD	01/13/2023
Reporting Cache API DEX	01/13/2023
<b>Public Reporting DEXs</b>	
Public Reporting API DEX	01/20/2023
Public Reporting API DEX ICD	01/20/2023
Public File Folder DEX	01/20/2023
Public Reporting GitHub DEX	01/20/2023
<b>Reporting &amp; Analytics</b>	
<b>Sprint 1</b>	
Assessment of Report Cache Model impacts and design changes	11/25/2022
Integrated Views, Dimensions, Measures, Explores, Looks, and Dashboards into production Reporting Cache model	11/25/2022
Reporting Cache Model	11/25/2022
DPS Reporting Cache API DEX	11/25/2022
Manage feature backlog for requirement/features changes identified as out-of-scope	11/25/2022
Reporting Library that includes a list of all currently available reports including navigational features for viewing available reports and returning to the Reporting Library	11/25/2022
<b>Sprint 2</b>	
Assessment of Report Cache Model impacts and design changes	12/16/2022
Integrated Views, Dimensions, Measures, Explores, Looks, and Dashboards into production Reporting Cache model	12/16/2022
Reporting Cache Model	12/16/2022
DPS Reporting Cache API DEX	12/16/2022
Manage feature backlog for requirement/features changes identified as out-of-scope	12/16/2022
Reporting Library that includes a list of all currently available reports including navigational features for viewing available reports and returning to the Reporting Library	12/16/2022
<b>Sprint 3</b>	
Assessment of Report Cache Model impacts and design changes	12/23/2022
Integrated Views, Dimensions, Measures, Explores, Looks, and Dashboards into production Reporting Cache model	12/23/2022

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Phases and Deliverables	Estimated Date
Reporting Cache Model	12/23/2022
DPS Reporting Cache API DEX	12/23/2022
Manage feature backlog for requirement/features changes identified as out-of-scope	12/23/2022
Reporting Library that includes a list of all currently available reports including navigational features for viewing available reports and returning to the Reporting Library	12/23/2022
<b>Data Use Governance</b>	
<b>Sprint 0</b>	
Documented business and functional requirements	11/25/2022
Solution design and architecture	11/25/2022
<b>Sprint 1</b>	
UX/UI prototype	12/16/2022
UX/UI prototype demo	12/16/2022
Production-ready UX/UI features, automated workflows, and data architecture specific to Data Use Governance	12/16/2022
Feature backlog for requirement/feature changes identified as out-of-scope	12/16/2022
Revised design for requirement/feature changes identified in UAT	12/16/2022

## 3.0 Additional Considerations

### 3.1 Conflict of Interest Disclosure Statement

Please find our completed Conflict of Interest Disclosure Statement in Appendix 9.2, as stated in Appendix C of the Data Platform Services Statement of Work.

## 4.0 Trust Services Criteria

Deloitte's SOC experience and expertise include our significant involvement in the development of SOC with the AICPA. Deloitte is a leader in training and deploying SOC professionals and has performed SOC examinations for hundreds of clients worldwide. Our approach includes a national SOC advisory committee that is responsible for:

- Training more than 2,000+ professionals, domestically and internationally, on SOC report execution and AICPA and international guidance.
- Providing quality assurance internally to confirm that Deloitte issues SOC reports following AICPA and international guidance.
- Identifying and disseminating trends and issues related to SOC to keep our professionals informed and aware of ongoing changes in the business environment.

Deloitte performs nearly 700+ SOC engagements in the United States annually which includes SOC 2 reports (both Type I and Type II and readiness) since the new AICPA standards on SOC 2 and the Trust Principles were released. Our professionals have covered subject matter across the AICPA Trust Principal areas. Deloitte has experience in advising on design, documentation and review of policies, procedures and controls that address the following Trust Service Criteria:

- Security
- Availability
- Confidentiality
- Processing Integrity and
- Privacy

Our national leaders are also readily available to advise this team on SOC related and industry related subject matters. We believe Deloitte is well-positioned to provide you with a focused client service team and service approach that aligns with our SOC experience.

### SOC Differentiators

A differentiator in the delivery of SOC services is our tools. Below is a summary of the tools and accelerators available in the delivery of our services. We are more than happy to discuss further or provide a tools demonstration upon request.

#### Select Deloitte Tools & Accelerators

Deloitte BOLT - SOC Documentation and Reporting Platform – We have invested in technology and tools that will enable our SOC professionals to become more efficient by facilitating integrated updates to testing procedures, underlying workpapers and the overall



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## Select Deloitte Tools & Accelerators

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SOC report in one central tool. The SOC tool is a powerful, database-driven audit technology platform, which provides real-time progress and status updates, and it automatically reports on audit results and findings.

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Deloitte Connect – A web-based application that improves communication and project management by serving as a “single view” that utilizes dashboards that provide real-time tracking of information requests, and online logs that provide transparency into issues and findings and can facilitate timely resolution. Serves as a repository for files, sends automated reminders of due dates, and allows the team to easily analyze deliverables and outstanding items.

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Third Party Central – SOC guidance and resource repository, which is a one stop shop which drives consistency across Deloitte SOC engagements through standardized tools, templates, report formats and other SOC resources.

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Automated Control Testing Tool (ACTT) – ACTT is a Deloitte proprietary tool providing efficiency through automated data extraction and testing in areas such as Segregation of Duties (SOD) analysis and general IT controls testing for commonly used operating systems, database software, and large ERPs (SAP, PeopleSoft, Oracle, etc.)

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## 5.0 Financial Ability to Implement Project

### 5.1 Deloitte

Deloitte LLP and its subsidiaries (the “U.S. Firms”) provide audit, advisory, tax, and consulting services through approximately 121,000 people in 97 cities. For the most recent fiscal year ended May 30, 2021, the U.S. Firms had revenue of U.S. \$22 billion. See more detailed information in the chart below.

Since the U.S. Firms are privately owned partnerships, they do not have audited financial statements, nor do they file other corporate financial information such as a 10-K. Should you have additional questions regarding the financial information, please contact Janet Lewell, Chief Financial Officer of Deloitte LLP, at (212) 436-5655 or Anissa Nelson-Carlisle, Chief Accounting Officer of Deloitte LLP, at (615) 259-1823.

Further, although the U.S. Firms do not have a rating from one of the nationally recognized credit rating agencies, their privately placed debt is assigned a designation by the National Association of Insurance Commissioners (“NAIC”). The U.S. Firms’ privately placed debt carries an NAIC 1 designation; NAIC’s highest designation, which is comparable to an A or better rating from one of the nationally recognized rating agencies.

Detailed information regarding Deloitte LLP in the U.S. is provided in the chart below.

<b>In the US</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Revenues (\$ in millions)	\$22,931	\$23,157	\$21,913
<b>Revenue mix by business</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Audit and Enterprise Risk Services	28.0%	27.2%	27.0%
Consulting	52.5%	52.2%	52.7%
Financial Advisory Services	3.4%	3.4%	3.6%
Tax	16.1%	17.2%	16.7%
<b>Revenue growth by business</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Audit and Enterprise Risk Services	1.9%	6.1%	3.7%
Consulting	(0.5%)	4.4%	14.0%
Financial Advisory Services	(1.2%)	(0.6%)	2.6%
Tax	(6.8%)	8.5%	7.7%
<b>Professional headcount</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Partners, principals, and managing directors	5,665	5,932	5,811
Staff	98,368	89,342	84,718
Professionals (partners, principals, and managing directors + staff)	104,033	95,274	90,529
Administrative	17,660	17,983	16,389
<b>Total</b>	<b>121,693</b>	<b>113,257</b>	<b>106,918</b>
<b>Other</b>	<b>2021</b>	<b>2020</b>	<b>2019</b>
Offices (national and regional)	126	126	130
Number of cities	97	102	105

This financial information was prepared for internal purposes. This financial information has not been audited and does not present the financial position, results of operations, or other financial information in accordance with generally accepted accounting principles.

The use of this information is restricted to your consideration in providing you professional services. Any other use or circulation of this information is prohibited.

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# 6.0 Pricing

Deloitte understands that CTRMA is looking for a long-term partner to support its Reporting & Analytics Management domain and deliver an innovative technical solution in line with its broader vision. Furthermore, the success of the initiative and supporting projects will be based largely on the strength of the team. As such, Deloitte has not only proposed a set of key resources who exceed the agency's expectations, but we have also provided a supporting rate card that is competitive in the market and aligned with existing rates currently in use with the State of Texas. We believe that these rates are competitive and support the retention and future on-boarding of top tier talent.

We understand that CTRMA will negotiate contract terms following vendor selection. Our proposal is submitted subject to and governed by the DBITS terms and conditions as set forth in DBITS # DIR-CPO-4919.

Our approach assumes that CTRMA will purchase any additional required software, hardware, and hosting in support of the agreed upon scope of work. All Google Cloud Platform services are available on Texas DIR contract # DIR-TSO-4162, via Google Cloud's exclusive government distributor, Carahsoft Technology Corporation.

We have attached our detailed pricing for Release 4 phases, sprint cycles, and estimated week ending due along with the pricing information, based on the project start date of 10/03/2022.

Deliverable	Deliverable Type	Estimated Date	Payment Amount
Report Cache Modeling	Document and Data Model	11/11/2022	\$88,324
DPS Reporting Cache API DEX – Sprint 1	Document and DEX Artifacts	10/28/2022	\$45,000
DPS Reporting Cache API DEX – Sprint 2	Document and DEX Artifacts	11/11/2022	\$45,000
DPS Reporting Cache API DEX – Sprint 3	Document and DEX Artifacts	11/25/2022	\$45,000
DPS Reporting Cache API DEX – Sprint 4	Document and DEX Artifacts	12/09/2022	\$45,000
DPS Reporting Cache API DEX – Sprint 5	Document and DEX Artifacts	12/23/2022	\$45,000
DPS Reporting Cache API DEX – Sprint 6	Document and DEX Artifacts	01/13/2023	\$45,000
Public Reporting DEXs	Document and DEX Artifacts	01/20/2023	\$50,032
Reporting & Analytics – Sprint 1	Impact Analysis and Reports	11/25/2022	\$67,671
Reporting & Analytics – Sprint 2	Impact Analysis and Reports	12/16/2022	\$67,671
Reporting & Analytics – Sprint 3	Impact Analysis and Reports	12/23/2022	\$67,671
Data Use Governance - Sprint 1	Document and TOMS Artifacts	11/25/2022	\$70,156
Data Use Governance - Sprint 2	Document and TOMS Artifacts	12/16/2022	\$70,156
<b>Total</b>			<b>\$751,681</b>

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## 7.0 Thank you

Thank you for the opportunity to respond to the Central Texas Regional Mobility Authority (CMTRA) Statement of Work (SOW) for Release 4 Reporting and Analytics solution in support of the agency's future toll transaction processing platform. We are excited to continue to work with CTRMA, deploying a team of experts from across our firm to build upon the work we have already done with you. We are well positioned to support CTRMA's commitment to delivering innovative multi modal solutions powered by cutting edge technology.

# 8.0 Appendix

## 8.1 Conflict of Interest Disclosure Statement

Please see below our completed Conflict of Interest Disclosure Statement as stated in Appendix C of the Data Platform Services Statement of Work.


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

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

To the best of my knowledge, Deloitte Consulting has no known or perceived conflict of interest in performing the work under this RFP.

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

We will promptly notify CTRMA of any conflicts that arise and consult with you to find a workable resolution

SIGNED:  DATE: 09/12/2022  
NAME AND TITLE: Uday Katira, Managing Director  
REPRESENTING: Deloitte Consulting LLP

APPROVED BY THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:  
SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME AND TITLE: \_\_\_\_\_

## DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Deloitte Consulting LLP Corporation have entered into an Agreement **in an amount not to exceed \$796,782** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. #DIR-CPO-4919 for the deliverable-based information technology services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract No. #DIR-CPO-4919 are applicable to and made part of this agreement.

**DELOITTE CONSULTING LLP**



---

Uday Katira, Managing Director  
Deloitte Consulting LLP

09/22/2022

---

Date

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

---

James Bass  
Executive Director

---

Date

## Public Records Act Agreement

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

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

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

**DELOITTE CONSULTING LLP**



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Uday Katira, Managing Director  
Deloitte Consulting LLP

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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James Bass  
Executive Director

9/22/2022

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Date

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Date

**Exhibit B**



The Deloitte logo is positioned in the top left corner of the slide. It consists of the word "Deloitte" in a white, sans-serif font, followed by a small green dot. The background of the slide is a photograph of the Texas State Capitol building in Austin, Texas, with a street in the foreground and trees on the sides.

**Deloitte.**

**Central Texas Regional  
Mobility Authority:**

**Data Platform Services /  
Tolling Operations  
Management Solution**

**Release 4 Estimation -  
Presentation**

**September 07, 2022**

# Agenda

- Release 4 High Level Scope
- Delivery Approach, Timeline & Sprint Plan
- Story Point Estimation – Unit Estimates
- Deliverable Schedule & Pricing
- Assumptions



# High Level Scope

#	Functionality/Module	Details
1	Reporting Cache Modeling	<ul style="list-style-type: none"> <li>Discover and document future state reporting schemas, entities &amp; relationships (ERDs), and data entity catalog</li> <li>Design, model, test, and deploy initial Reporting Cache model(s)</li> <li><b>Scoped in 8 data groups for modeling: Roadside, DEX, Transaction, Product, Pricing, Discounts, Billing, Financial</b></li> <li><b>Iterative modeling required for Reports would be handled as part of reporting sprints, with as much modeling upfront as possible in the initial phase</b></li> </ul>
2	DPS Reporting Cache API DEX	<ul style="list-style-type: none"> <li>Identify and map required DPS OLTP data entities and attributes to Reporting Cache</li> <li>Document, Design, build, test, and deployment of initial DPS Reporting Cache API DEX</li> <li><b>Iterative design, build, test and deployment of DPS Reporting Cache API DEX would be handled as part of reporting sprints</b></li> </ul>
3	Public Reporting DEXs	<ul style="list-style-type: none"> <li>Identify the use case for the Public Reporting API DEX <b>for a single channel / single dataset</b></li> <li>Design, build, test and deployment of the Public Reporting API DEX API</li> <li>Identify the use case for <b>larger collection of the same dataset</b> to be provisioned through Public File Folder DEX</li> <li>Design, build, test, and deploy Public File Folder DEX as well as file management schedule</li> <li>Identify the use case for <b>even larger collection of the same dataset</b> to be provisioned through Public Reporting GitHub DEX</li> <li>Design, build, test, and deploy Public Reporting GitHub DEX and file management schedule</li> </ul>
4	Reporting & Analytics	<ul style="list-style-type: none"> <li>Review and understand report prototypes and related requirements documents</li> <li>Develop, test, and deploy Semantic Model including Views, Dimensions, Measures and Explores</li> <li>Review and Advise CTRMA on Looks and Bundling of Looks on a Dashboard</li> <li>Configure Reporting Library within Looker to organize the content and setup access control</li> <li>Iteratively assess the impact and design, build, test and deploy changes to Reporting Cache and API DEX</li> <li><b>Scoped in 3 sprints for implementation, 3 weeks each, with 30 story points velocity</b></li> </ul>
5	Data Use Governance	<ul style="list-style-type: none"> <li>Conduct discovery for Data Use Governance information flows, requirements, &amp; solution design</li> <li>Define/revise sprint scope, priority, and schedule for UI/UX design and implementation of requirements</li> <li><b>Scoped in 2 sprints for implementation, 3 weeks each, with 40 story points velocity</b></li> </ul>

# Delivery Approach, Timeline and Sprint Plan

- Release 4 will be leveraging Hybrid Approach with a combination of waterfall, iterative and agile delivery schedule
- Reporting Cache Data Modeling and Public Reporting DEXs will be delivered in a waterfall manner with defined deliverable-based milestones
- Reporting Cache API DEX is recommended to be delivered through agile sprints (2 weeks each) given the volume of anticipated data pipelines and optimal delivery time required. This will allow reporting work to start without waiting for API DEX delivery to be complete (**change in approach**)
- API DEX sprints will prioritize and sequence data pipeline design, build, test and deploy for data groups in the order of priority for reporting sprints
- Reports and Data Use Governance will be delivered through agile sprints (3 weeks each) once discovery is completed and will be sized for 30 story points velocity

Month	Oct-22					Nov-22				Dec-22				Jan-23					
	10/3/22	10/10/22	10/17/22	10/24/22	10/31/22	11/7/22	11/14/22	11/21/22	11/28/22	12/5/22	12/12/22	12/19/22	12/26/22	1/2/23	1/9/23	1/16/23	1/23/23		
Week Starting	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
	Kickoff	Initial Reporting Cache Data Modelling																	
			API DEX Sprint 1		API DEX Sprint 2		API DEX Sprint 3		API DEX Sprint 4		API DEX Sprint 5		API DEX Sprint 6						
															Public Reporting DEXs				
							Data Use Governance Sprint 1		DUG Sprint 2										
							R&A Sprint 1		R&A Sprint 2										
											R&A Sprint 3								

# Story Point Estimation for Reporting Sprints – Unit Estimates

Tasks	Unit Type	Story Points		
		Simple	Medium	Complex
Review high-level requirements documentation and prototype developed by CTRMA	Review Session (2 sessions * 2 hours)	1	1	1
Develop, test, and deploy Semantic Model in Looker which includes, Views Dimensions Measures Explores	Views using LookML	4	7	10
Review and Advise CTRMA on Looks	Looks	1	4	7
Bundle Looks into a dashboard in Looker	Dashboards	0	1	2
Configure Reporting Library within Looker to organize the contents and set up access controls for Looks, Dashboards, and Boards	Access Control and Content Management	1	1	1
Assess the impacts to Reporting Cache data model, ETL pipelines, and document the business logic to produce reports/looks in Looker	Impact Assessment and Documentation 1. Explores, 2. Report Cache Model, 3. ETL Pipelines	1	1	2
Develop/update, test, and deploy changes to Reporting Cache Data Model in Big Query	Reporting Cache Big Query Enhancements	1	2	3
Develop/update, test, and deploy Reporting ETL Pipelines	ETL Pipelines Enhancements	1	3	4
<b>Total Story Points By Report Complexity Type</b>		<b>10</b>	<b>20</b>	<b>30</b>

# Story Point Estimation for Data Use Governance Sprints – Unit Estimates

Features	Story Points		
	Simple	Medium	Complex
UI/UX Design	4	6	9
Data Capture Capability	4	5	6
Grids / Frames / Logical Fields to interact database	3	6	10
Buttons and Events for functional Navigations	2	3	5
Validations and Business Rules	0	2	5
Other Additional Features <ul style="list-style-type: none"> <li>▪ File Upload / Bulk edit features</li> <li>▪ Download feature for Images, Videos, PDFs, or CSVs</li> <li>▪ Search Feature</li> <li>▪ Security Features                             <ul style="list-style-type: none"> <li>▪ Authentication and Authorization</li> </ul> </li> </ul>	2	3	5
<b>Total By UI/UX Complexity Type</b>	<b>15</b>	<b>25</b>	<b>40</b>

# Deliverable Schedule and Pricing

Proposed Release 4 deliverable/payment schedule information

Deliverable	Deliverable Type	Estimated Week Ending	Cost Per Phase / Sprint	No. of Sprints	Total Payment Amount
Reporting Cache Model	Document and Data Models	6	\$88,324	1	\$88,324
DPS Reporting Cache API DEX	Document and DEX Artifacts	4, 6, 8, 10, 12, 15	\$45,000	6	\$270,000
Public Reporting DEXs	Document and DEX Artifacts	16	\$50,032	1	\$50,032
Reporting & Analytics	Impact Analysis and Reports	8, 11, 12	\$67,671	3	\$203,013
Data Use Governance	Document and TOMS Artifacts	8, 11	\$70,156	2	\$140,312
<b>Total</b>					<b>\$751,681</b>

# Assumptions

## General

- This solution is based on existing Google Cloud Platform (GCP) - Cloud Data Fusion, Cloud Storage, Big Query, Cloud DataProc APIs, Apigee, Full stack development suite, and Looker
- CTRMA will procure any additional required software licenses and services per mutual agreement
- GCP Cloud consumption cost is not included on the pricing

## Initial Reporting Cache Data Modelling

- CTRMA business teams and SME to be available for requirements discovery, and design reviews
  - Up to 6 discovery sessions to be conducted for Report Cache Data Modelling
- Deloitte will work with CTRMA to finalize up to 8 data groups as part of the Initial Reporting Cache Data Modelling

## DPS Reporting Cache API DEX

- Star schema-based relational data warehouse will be developed in Big Query
  - ETL / API DEX Pipelines to be created for up to 8 data groups identified in the Reporting Cache Data Modelling Phase
- Ability to turn on, turn off, or schedule DPS Reporting Cache API DEX pipelines will be provisioned through GCP Scheduler services
- CTRMA business teams and SME to be available for conducting UAT testing and approve deployment to Production environment after every sprint
- The scope for each sprint will be mutually discussed and agreed upon during backlog prioritization and sprint planning for all the 6 sprints
- Any new changes identified post requirements / acceptance criteria sign-off will be managed through Product Backlog and go through Prioritization during successive sprints

## Public Reporting DEXs

- CTRMA business teams and SME to be available for requirements discovery, and design reviews - up to 2 sessions to be conducted for Public Reporting DEX
- Deloitte will work with CTRMA to identify and build 1 data extract for public reporting purpose
  - Same data extract can be consumed through up to 3 different channels
    - API for daily and weekly data
    - Google Cloud Storage Folder for Monthly and Quarterly data
    - Third party exchange site (GitHub) for Yearly Data
- Ability to turn on, off, and schedule functionality for Public Reporting pipelines will be provisioned through GCP Scheduler services
- CTRMA business teams and SME to be available for conducting UAT testing and approve deployment to Production environment



# Assumptions

## Reporting and Analytics Sprints

- CTRMA will provide the prototypes for as many named reports as possible before the initiation of Sprint 0
- The established Story Point Estimation guidelines will be followed for Sprint Planning and Backlog Prioritization
- User stories for each sprint would be decided at the start of each sprint using Story Point Estimation guidelines
- Up to 30 Story points will be delivered in each Sprint Cycle for 3 sprints
- Jira software to be used to track the product backlogs, estimate user stories, planning sprint cycles & scopes, and re-prioritize stories
- Deloitte will provide advisory design to CTRMA for any Look or Dashboard creation in Looker
- CTRMA will take primary responsibility for the development and modification of the Looks with Deloitte's advisory support as needed
- CTRMA will be available to conduct the UAT, provide design feedback during the sprint cycle and approval for Production deployments
- Any new changes identified post requirements / acceptance criteria sign-off will be managed through Product Backlog and go through Prioritization during successive sprints
- Reporting Library will be established using Looker's Shared folder to organize the Looks and Dashboards
- Deloitte will leverage existing procedures and processes wherever applicable
- This does not include changes to existing DPS or TOMS UI Application Screens

## Data Use Governance

- CTRMA business teams and SME to be available for requirements discovery, and design reviews
  - Up to 2 discovery sessions to be conducted for Data Governance
- Data use governance activities will leverage DPS data dictionary and attribute list
- CTRMA business teams and SME to be available for conducting UAT testing, provide design feedback during the sprint cycle and approval for Production deployments
- Any new changes identified post requirements / acceptance criteria sign-off will be managed through Product Backlog and go through Prioritization during successive sprints

# Appendix



# Story Point Estimation for Sprints – Reporting Complexity Definition

Features / Complexity	Simple	Medium	Complex
No. of Views	1-2	3-6	>7
Data selection / logic	Minimal data retrieval from tables/ views, Standard SQL statements	Data retrieval from multiple tables, views, Contains Dynamic SQL statements/aggregate awareness	Significant data retrieval from large number of tables/ views / derived tables, Contains complex Dynamic SQL statements/aggregate awareness, consideration for performance
No. of dimensions available in the Views	<10	10-20	>20
No. of custom aggregates / formulae defined in the Views	<3	3-6	6-10
No. of liquid variables to create dynamic content	none	<5	5+
No. of dashboard filters / prompts	<3	3-6	6-10
Looks/Charts	<3	<7	7+
Optional Drill Downs / Drill Throughs	1 common drill down, 0 drill-throughs	2 - 4 drill downs within a report, 0 drill-throughs	4+ drill downs within a report, or Additional drill through reports
Other Optional Features	<ul style="list-style-type: none"> <li>Modify Looks (KPIs and Charts)</li> <li>Object Level Security</li> </ul>	<ul style="list-style-type: none"> <li>Modify Looks (KPIs and Charts)</li> <li>Object Level Security</li> <li>Configure Dashboard Level Filters</li> <li>Create Derived Columns and Measures</li> </ul>	<ul style="list-style-type: none"> <li>Modify Looks (KPIs and Charts)</li> <li>Object Level Security</li> <li>Configure Dashboard Level Filters</li> <li>Create Derived Columns and Measures</li> <li>Row Level Security</li> <li>Configure Custom Themes and Palettes</li> <li>Configure Visual Level and Multi Page Filters</li> <li>Create Dashboards and Tiles</li> </ul>

# Story Point Estimation for Sprints – API DEX Complexity Definition

Features \ Complexity	Simple	Medium	Complex
No. of Sources	Extract from 1-2 source flat files/tables	Extract from 3-4 source flat files/tables	Extract from 5+ source flat files/tables
No. of transformation nodes	1	2-5	6+
Target instances	1	1-3	3+
No. of fields to be transformed	1-5	5-10	10-20
No. of Pipelines	1-2	3-4	4-8
Post Processes (if any)	0	1-2	3-5
Procedures (if any)	0	1-3	>3

# Story Point Estimation for Sprints – UI/UX Complexity Definition

Features \ Complexity	Simple	Medium	Complex
UI / UX Design	Display of static information	Display of information interacting with database	Display of information interacting with database and implementing complex business rules
Data Capture Capability	Information-Only	Data Capture Capability (Create/Edit) with up to 5 complex business rules	Data Capture Capability (Create/Edit) with up to 8 complex business rules
Grids / Frames / Logical Fields to interact database	Up to 5 logical fields mostly with static data, Or Static Links	Up to 10 Logical Fields, 1 simple Grid / Frame	10 or More Logical Fields, 3 simple Grid / Frame
Buttons and Events for functional navigations	Up to 2 buttons to navigate across screens	Up to 4 user events/clickable buttons to manipulate the data	4 or more user events/clickable buttons to manipulate the data
Validations	None	Validation for 10 or less fields	Validation for 10 or more fields
Searches	None	Up to 5 filters	Up to 10 Filters
Other Additional Features	<ul style="list-style-type: none"> <li>Display data in grids/frames</li> <li>Include static links</li> <li>Login implementation with Single Sign-on</li> <li>Multi-role-based access control implementation</li> </ul>	<ul style="list-style-type: none"> <li>Display data in grids/frames</li> <li>Include dynamic links</li> <li>Implement business rules while displaying / capturing data on screen</li> <li>Data sourced from more than 3 tables and requires edit/deletes</li> <li>Login implementation with Single Sign-on</li> <li>Multi-role-based access control implementation</li> </ul>	<ul style="list-style-type: none"> <li>Display data in grids/frames</li> <li>Include dynamic links</li> <li>Implement business rules while displaying / capturing data on screen</li> <li>Data sourced from more than 3 tables and requires edit/deletes</li> <li>Including pagination features in search result screens</li> <li>File Upload/ Bulk edit features / Custom group dropdown features</li> <li>Download feature for Images, Videos, PDFs, or CSVs</li> <li>Login implementation with Single Sign-on</li> <li>Multi-role-based access control implementation</li> </ul>



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## September 28, 2022 AGENDA ITEM #7

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Discuss and consider approving a contract with The Levy Company, Inc. for the SH 71 and 183 Toll Sign Improvement Maintenance Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$1,164,689.44
Funding Source:	FY23 Operating Budget R&R Funds & 183S Project Funds
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The SH 71 and 183 Toll Sign Improvement Maintenance Project includes the replacement of Large Signs and installation of pavement markings and delineators along SH 71 from Brandt Drive to Fallwell Lane and the installation of interpretive signage along the shared use path of 183 Toll from Manor Road to Jet Lane. The project began design in December 2021 as a part of the Authority's maintenance program. The construction of this project will improve safety along SH 71 clarifying sign messages and lane designations, and the 183 Toll shared use path will receive interpretive signage enhancing the experience for path users.

**Previous Actions & Brief History of the Program/Project:** In June of 2021, the Authority approved the adoption of the FY2022 Operating Budget which included funds to develop the plans for the project. In June of 2022, the Authority approved the adoption of the FY2023 Operating Budget which included renewal and replacement funds to construct the improvements.

**Construction Contract Procurement Timeline:**

- August 8th, 2022: Advertised Project
- August 24th, 2022: Pre-Bid Meeting
- September 15th, 2022: Bid Opening

Bids: 1 bid was received and came in as shown below.

<b>Contractor</b>	<b>Bid Price</b>	<b>Responsive Bid</b>
The Levy Company	\$1,164,689.44	Yes

The lowest responsive and responsible bidder is The Levy Company at \$1,164,689.44.  
The Engineer's Estimate was \$1,172,052.60.

The bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is The Levy Company

**Financing:** FY23 Operating Budget R&R Funds & 183S Project Funds

**Action requested/Staff Recommendation:** Staff recommends that the Board award the contract for construction of the SH 71 and 183 Toll Sign Improvement Maintenance Project to The Levy Company and authorize the Executive Director to execute a contract with The Levy Company in an amount not to exceed \$1,164,689.44 for construction of the SH 71 and 183 Toll Sign Improvement Maintenance Project

**Backup provided:** Draft Resolution  
Draft Contract

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

**RESOLUTION NO. 22-0XX**

**APPROVING A CONTRACT WITH THE LEVY COMPANY, INC. FOR  
THE SH 71 AND 183 TOLL SIGN IMPROVEMENT MAINTENANCE PROJECT**

WHEREAS, as part of the Mobility Authority's Maintenance Program to improve visibility, clarify readability and offer lane designations along SH 71 from Brandt Drive to Fallwell Lane and enhance user experience along the 183 Toll shared use path from Manor Road to Jet Lane, the Mobility Authority seeks to replace large signs and to install pavement markings and delineators along SH 71, and to install interpretive signage along the 183 Toll shared use path (the "the SH 71 and 183 Toll Sign Improvement Maintenance Project"); and

WHEREAS, the Mobility Authority advertised the SH 71 and 183 Toll Sign Improvement Maintenance Project on August 8, 2022 and received one (1) bid by the bid opening on September 15, 2022; and

WHEREAS, the bid was reviewed by engineering staff who determined the lowest responsive and responsible bidder to be The Levy Company, Inc.; and

WHEREAS, the Executive Director recommends that the Board approve a contract with The Levy Company, Inc. for the SH 71 and 183 Toll Sign Improvement Maintenance Project in an amount not to exceed \$1,164,689.44 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 The Levy Company, Inc. for the SH 71 and 183 Toll Sign Improvement Maintenance Project in an amount not to exceed \$1,164,689.44 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 28<sup>th</sup> day of September 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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



**Exhibit A**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**SH 71 & 183 Toll Sign Improvement  
Maintenance Project**

CTRMA Contract No.: 23VARI22702M

Bid Documents

Advertisement: August 8, 2022

Pre-Qualification Deadline: 12:00 PM August 31, 2022

Bid Date: 2:00 PM September 15, 2022

Central Texas Regional Mobility Authority

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SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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BID DOCUMENTS  
CONTRACT AND CONTRACT BOND  
SPECIAL PROVISIONS  
SPECIAL SPECIFICATIONS  
PLANS

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August 8, 2022

Central Texas Regional Mobility Authority

SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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## SH 71 & 183 TOLL SIGN IMPROVEMENT MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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### INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/6227d063ce70832257d9e630/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, September 15, 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 thirty-five (35) 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.

Upon execution of the contract, a Partial Notice to Proceed (NTP) may be issued at the sole discretion of the Authority to allow the Contractor to perform such tasks as secure materials on hand, produce shop drawings for approval, etc. No time charges will be incurred until a Full NTP is issued.

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:

- Aluminum Signs (TY O)
- Aluminum Signs (TY A)
- Aluminum Signs (TY G)
- Drill Shaft
- Pavement Markings
- Flexible Delineators
- Interpretive Signage
- Lane Closures

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 1, 2022 via the project's CivCastUSA website <https://www.civcastusa.com/project/6227d063ce70832257d9e630/summary>.

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000
- 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 August 31, 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 August 8, 2022 for potential bidders and others through the Authority's website ([www.mobilityauthority.com](http://www.mobilityauthority.com)) and CivCast's website <https://www.civcastusa.com/project/6227d063ce70832257d9e630/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/upload/files/resources/Policy%20Code/32\\_Policy\\_Code\\_Novemeber\\_18,\\_2020.pdf](https://www.mobilityauthority.com/upload/files/resources/Policy%20Code/32_Policy_Code_Novemeber_18,_2020.pdf)).

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

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## SH 71 & 183 TOLL SIGN IMPROVEMENT MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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### BID DOCUMENT CHECKLIST

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

#### Bid Document:

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

#### Bid Document Preparation:

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



Bid Bonds:

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

Bid Document Submission:

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

# SH 71 & 183 Toll Sign Improvement Maintenance Project

## Unofficial Bid Form

To receive Official Bid Form, request via the project's CivCast website.

ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
0416	6015	DRILL SHAFT (NON-REINFORCED) (12 IN)	LF	14.00	
0416	6018	DRILL SHAFT (SIGN MTS) (24 IN)	LF	34.00	
0500	6001	MOBILIZATION	LS	1.00	
0502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3.00	
0506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	500.00	
0506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	500.00	
0636	6001	ALUMINUM SIGNS(TY A)	SF	36.00	
0636	6003	ALUMINUM SIGNS(TY O)	SF	936.50	
0636	6007	REPLACE EXISTING ALUMINUM SIGNS(TY A)	SF	153.00	
0636	6008	REPLACE EXISTING ALUMINUM SIGNS(TY G)	SF	436.75	
0636	6009	REPLACE EXISTING ALUMINUM SIGNS(TY O)	SF	3067.50	
0644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1.00	
0647	6001	INSTALL LRSS STRUCT STEEL)	LB	1450.00	
0647	6002	RELOCATE LRSA	EA	2.00	
0647	6003	REMOVE LRSA	EA	1.00	
0650	6205	REMOVE OVERHD SIGN SUP (SIGN ONLY)	EA	5.00	
0658	6004	INSTL DEL ASSM (D-SW)SZ 1(FLX)SRF	EA	615.00	
0666	6005	REFL PAV MRK TY I (W)4"(DOT) (090MIL)	LF	55.00	
0666	6041	REFL PAV MRK TY I (W)12"(SLD) (090MIL)	LF	680.00	
0666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3.00	
0666	6056	REFL PAV MRK TY I (W) (DBL ARROW) (090MIL)	EA	3.00	
0666	6077	REFL PAV MRK TY I (W)(WORD) (090MIL)	EA	7.00	
0666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	55.00	
0666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	1130.00	
0666	6171	REFL PAV MRK TY II (W) 6" (BRK)	LF	180.00	
0666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	680.00	
0666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3.00	
0666	6185	REFL PAV MRK TY II (W) (DBL ARROW)	EA	3.00	
0666	6192	REFL PAV MRK TY II (W) (WORD)	EA	7.00	
0666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	565.00	
0666	6283	REF PROF PAV MRK TY I(W)4"(SLD) (090MIL)	LF	1130.00	
0666	6287	REF PROF PAV MRK TY I(Y)4"(SLD) (090MIL)	LF	565.00	
0666	6305	RE PM W/RET REQ TY I (W)6"(BRK) (090MIL)	LF	180.00	
0666	6349	REFL PAV MRK TY I (W)12"(DOT) (090MIL)	LF	536.00	
0666	6351	REFL PAV MRK TY II (W)12"(DOT)	LF	536.00	
0668	6115	PREFAB PAV MRK TY C (MULTI) (SHIELD)	EA	6.00	
0672	6010	REFL PAV MRKR TY II-C-R	EA	934.00	
0677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1187.00	
0677	6002	ELIM EXT PAV MRK & MRKS (6")	LF	726.00	
0677	6005	ELIM EXT PAV MRK & MRKS (12")	LF	706.00	
0678	6001	PAV SURF PREP FOR MRK (4")	LF	1912.00	
0678	6002	PAV SURF PREP FOR MRK (6")	LF	706.00	
0678	6006	PAV SURF PREP FOR MRK (12")	LF	2825.00	
0678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	3.00	
0678	6010	PAV SURF PREP FOR MRK (DBL ARROW)	EA	3.00	
0678	6016	PAV SURF PREP FOR MRK (WORD)	EA	7.00	
0678	6025	PAV SURF PREP FOR MRK (SHIELD)	EA	6.00	
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	180.00	
1001-RMA	0001	INTERPRETIVE SIGN TYPE 1A	EA	9.00	
1001-RMA	0002	INTERPRETIVE SIGN TYPE 1B	EA	1.00	
1001-RMA	0003	INTERPRETIVE SIGN TYPE 2A	EA	7.00	
1001-RMA	0004	INTERPRETIVE SIGN TYPE 2B	EA	3.00	
1001-RMA	0005	INTERPRETIVE SIGN TYPE 3	EA	10.00	

7001-RMA	6001	LANE CLOSURE	DAY	26.00	
		CONTINGENCY ALLOWANCE	LS	1.00	\$100,000
		FORCE ACCOUNT	LS	1.00	\$20,000

(NOTE: Bidders shall **not** remove this bidding form from attached documents.)

**Central Texas Regional Mobility Authority**

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SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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BID FOR SH 71 & 183 TOLL SIGN IMPROVEMENT MAINTENANCE PROJECT MAINTENANCE  
CONTRACT

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

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within thirty (30) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within thirty-five (35) 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**

SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

\*\*\*\*\*

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 15<sup>th</sup> day of  
September, 2022, for Contract No. 23VARI22702M in connection with the SH 71 & 183 Toll  
Sign Improvement Maintenance 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**

SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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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 15<sup>th</sup> day of September,  
2022, for Contract No. 23VARI22702M in connection with the SH 71 & 183 Toll Sign  
Improvement Maintenance 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, \_\_\_\_\_ Name of Individual  
 Certifies that \_\_\_\_\_ Name of Business \_\_\_\_\_, \_\_\_\_\_ Vendor # \_\_\_\_\_,  
 as of \_\_\_\_\_ Date \_\_\_\_\_ 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**

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**SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT**

**CONTRACT NO. 23VARI22702M**

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**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.  
23VARI22702M, entitled SH 71 & 183 Toll Sign Improvement Maintenance 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**

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SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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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. 23VARI22702M, entitled SH 71 & 183 Toll Sign Improvement Maintenance 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 thirty-five (35) 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:

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

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(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:

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

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\_\_\_\_\_  
Secretary

**Central Texas Regional Mobility Authority**

SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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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)



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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**

SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

\*\*\*\*\*

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**

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SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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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.

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Signature

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Date

**Central Texas Regional Mobility Authority**

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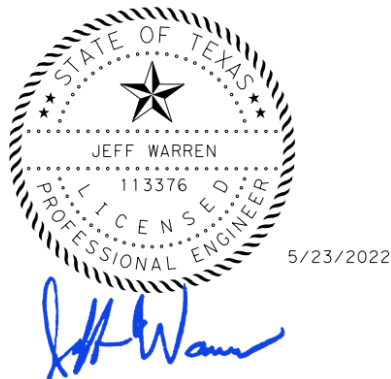
**SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT**

**CONTRACT NO. 23VARI22702M**

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**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.



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

**Project Number:** 23VARI22702M

**County:** Travis

**Highway:** SH 71 / 183 Toll

**Sheet:**

**Control:**

## **GENERAL NOTES:**

### **GENERAL**

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

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

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

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

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

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

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

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

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

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

**Project Number:** 23VARI22702M

**County:** Travis

**Highway:** SH 71 / 183 Toll

**Sheet:**

**Control:**

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

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

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

Coordinate and obtain approval for all work over existing roadways.

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

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

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

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

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

#### **ITEM 4 – SCOPE OF WORK**

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

#### **ITEM 5 – CONTROL OF THE WORK**

Provide a 48-hour advance email notice to [AUS\\_Locate@txdot.gov](mailto:AUS_Locate@txdot.gov) to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system (SH 71, SH 71 frontage roads, US 183). Provide a 2-week advance notice to the Engineer to request locates on the Mobility Authority's system (71 Toll, 183 Toll in areas not mentioned above).

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

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**Control:**

**Electronic Shop Drawing Submittals:**

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

**ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES**

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

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

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

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

**Migratory Birds and Bats.**

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

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

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

**Law Enforcement Personnel.**

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

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

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



**Back Up Alarm**

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

**ITEM 8 – PROSECUTION AND PROGRESS**

There will be a 90-calendar day delay start which is to be used for the fabrication of signs starting from written Limited Notice to Proceed provided by the Mobility Authority.

The Contractor will have 35 working days from NTP to have all installations complete.

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

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

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

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

Any unauthorized lane closures will be assessed to the Contractor as noted in **Table 1** below.

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

**Table 1: Lane Closure Assessment Rates**

Lane Closure Period	Late Charges (Per Lane)			
	71 Toll		SH 71 & US 183	
	Lane	Shoulder	Lane	Shoulder
<b>0-15 mins</b>	\$1,000	\$1,000	\$1,000	\$1,000
<b>15-30 mins</b>	\$2,000	\$2,000	\$2,000	\$2,000
<b>30-45 mins</b>	\$3,000	\$3,000	\$3,000	\$3,000
<b>45-60 mins</b>	\$4,000	\$4,000	\$4,000	\$4,000
<b>Every additional 15-minute interval after 1 hour</b>	\$2,000	\$2,000	\$2,000	\$2,000

For example: If the contractor has one lane of traffic closed on SH 71 until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

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

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

Refer to Table 2. Allowable Lane Closure of Item 7001-RMA Lane Closures for available lane closure times.

#### **ITEM 9 – MEASUREMENT AND PAYMENT**

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

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

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

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

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

#### **ITEM 416 – DRILLED SHAFT FOUNDATIONS**

Protect Drilled Shafts from accidental entry at all times.

Stake and GPS-locate all Foundations, for approval by the Mobility Authority before beginning drilling operations.

Protect Drilled Shafts from surface water runoff prior to concrete placement.

Obtain approval of placement from the Mobility Authority prior to placing concrete. Remove spoils from a floodplain at the end of each work day. Request and review geotechnical report from Mobility Authority project manager. Karst features may be present. Core holes shall be taken and the Mobility Authority project manager shall be notified of the results. This work is subsidiary. Void mitigation may be required.

Remove spoils, loose Formwork and other Materials from a flood plain at the end of each work day.

#### **ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING**

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

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**Control:**

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.

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.

Install temporary sediment control fence as directed by the Engineer.

**ITEM 600s – LIGHTING, SIGNING, MARKINGS, AND SIGNALS**

Use materials from Material Producer List as shown on the TxDOT website (TxDOT.gov > Business > Resources). Furnish new material as required per Standard Specification.

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. If existing elements shown to remain do not meet the codes or specifications, provide notice to the Engineer.

**ITEM 636 – ALUMINUM SIGNS**

All signs that are to be replaced should have the old sign removed and the new sign placed within the same day and the same operation and setup.

Contractor shall use new hardware to attach new ground mount and overhead signs to existing structure. This work is subsidiary to the various bid items.

Contractor will retain ownership of replaced signs.

**ITEM 647 & 650 – LARGE ROADSIDE SIGN SUPPORTS AND ASSEMBLIES;  
OVERHEAD SIGN SUPPORTS**

Prior to taking elevations to determine lengths for fabrication of sign posts and/or sign support towers, obtain verification of all proposed locations.

Provide field galvanizing and metalizing equipment as per Item 445, at all times and make repairs to galvanized surfaces according to Section 445.3.D.

After sign support with signs attached have been erected, wash individual units requiring cleaning with an approved cleaning solution to remove all grease, oil, dirt, smears, streaks, and other foreign particles.

The post lengths shown on the Summary of Large Signs are approximations only. Field-verify before fabrication and installation.

Torque the anchor bolts for only the Exit Gore signs to 60 foot-pounds.

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### **ITEM 650 – OVERHEAD SIGN SUPPORTS**

Verify sign dimensions and vertical clearances prior to shop drawing production.

Stake all sign support locations and obtain approval by the Engineer before the beginning any construction of sign erection.

### **ITEM 658 – DELINEATOR AND OBJECT MARKER ASSEMBLIES**

Notify the Engineer at least 24 hours in advance of installing delineator assemblies. Obtain approval by the Engineer of delineator locations before placement.

### **ITEM 666 & 672 – PAVEMENT MARKINGS & MARKERS**

Notify the Engineer at least 24 hours in advance of removing existing striping and placing pavement markings & markers. Obtain approval by the Engineer of pavement markings & markers locations before placement.

Apply markings during good weather unless otherwise directed. If markings are placed at Contractor's option, when inclement weather is impending, and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings.

### **ITEM 666 – RETROREFLECTORIZED PAVEMENT MARKINGS**

Notify the Engineer at least 24 hours in advance of work for this item.

Place longitudinal markings nightly for roadways with ADT greater than 100,000. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of pavement markings.

Pavement Sealer will cure 48 hours prior to placing TY I markings.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

Placement of markings using mobile operations will be limited to non-peak hours.

### **ITEM 677 – ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS**

Notify the Engineer at least 24 hours in advance of work for this item.

Remove and dispose of off the ROW any existing raised pavement markers and pavement markings before beginning surfacing operations. Remove the existing traffic buttons and pavement markers, daily, as work progresses and as directed. This work is subsidiary.

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**Control:**

Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination. The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance are subsidiary.

#### **ITEM 1001-RMA – INTERPRETIVE SIGNAGE**

Furnish and install all elements shown in the plans and details for the specified interpretive sign at the location(s) shown on the plans. All interpretive sign panels will be provided to the contractor by the Mobility Authority. Contractor is responsible for transporting the interpretive sign panels from the Mobility Authority's Maintenance Facility to the job site. Sign face material and specifications can be found at the manufacturer's (iZone Imaging) website: <https://izoneimaging.com/>

0001 – Interpretive Sign Type 1A: Furnish and Install Existing Kiosk Mounted Sign Type 1A. Submit Shop Drawings for Engineer's Approval.

0002 – Interpretive Sign Type 1B: Furnish and Install Existing Kiosk Mounted Sign Type 1B. Submit Shop Drawings for Engineer's Approval.

0003 – Interpretive Sign Type 2A: Furnish and install cantilever pedestal sign Type 2A. Submit Shop Drawings for Engineer's Approval.

0004 – Interpretive Sign Type 2B: Furnish and install cantilever pedestal sign Type 2B. Submit Shop Drawings for Engineer's Approval.

0005 – Interpretive Sign Type 3: Furnish and install truss wrapped sign Type 3. Submit Shop Drawings for Engineer's Approval.

#### **ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN**

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

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

#### **ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR**

A TMA/TA shall be used when installing and removing a TCP setup. This work is subsidiary to item 7001-RMA Lane Closures.

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**Control:**

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.

TMA/TA used to protect damaged attenuators will be paid by the day using the force account item for the repair.

**ITEM 7001-RMA – LANE CLOSURES**

Table 2. Allowable Lane Closure

Roadway	Limits	Allowable Closure Time*
		Weekday
SH 71	US 183 to Kellam Rd	9 P to 5 A
SH 71 Frontage Roads	US 183 to Onion Creek	9 P to 5 A
All	Within 200' of a signalized intersection	9 P to 5 A

\* Allowable Closure Time includes setup and cleanup time.

No closures will be allowed the weekends adjacent to, working day prior, and working day after the National Holidays defined in the Standard Specifications and Easter weekend. No closures will be allowed on Friday and the weekends for Austin City Limits Fest, Formula 1 United States Grand Prix, South by Southwest, UT home football games, Republic of Texas Rally, Rodeo Austin 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. The closure restrictions may be amended by the Engineer.

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 a request for a lane closure notification (LCN) to the Mobility Authority using the CTRMA’s electronic document management system. 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.

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.

For all roadways: Submit request for traffic detours and full roadway closures 7 days prior to implementation.

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.

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**Control:**

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.

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 backup (queuing) becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures.

Coordinate Main Lane closures with adjacent projects including those projects owned by other agencies and departments.

Maximum lane closure length shall be 2 miles.

Do not setup lane and/or shoulder closures on both sides of road at the same time.

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.

Maintain a minimum of 1 through lanes in each direction on SH 71 and US 183 during all hours, unless approved by the Engineer.

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

TMA(s) shall be subsidiary to Item 7001-RMA - Lane Closure.

**Central Texas Regional Mobility Authority**

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SH 71 & 183 TOLL SIGN IMPROVEMENT  
MAINTENANCE PROJECT

CONTRACT NO. 23VARI22702M

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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 416 DRILLED SHAFT FOUNDATIONS
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)  
(432) (556)
- ITEM 636 SIGNS (643)
- ITEM 647 LARGE ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (416) (421) (440) (441) (442)  
(445) (636)
- ITEM 650 OVERHEAD SIGN SUPPORTS (416) (421) (441) (442) (445) (449) (618)
- ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
- ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS (502) (662) (677) (678)
- ITEM 668 PREFABRICATED PAVEMENT MARKINGS (678)
- ITEM 672 RAISED PAVEMENT MARKERS (677) (678)
- ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300) (302) (316)
- ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS (677)

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

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

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

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

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

SPECIAL PROVISION TO ITEM 000 (000---658)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION TO ITEM 008 (008---045)

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 PROVISION TO ITEM 636 (636---001)

SPECIAL PROVISION TO ITEM 643 (643---001)

SPECIAL PROVISION TO ITEM 666 (666---007)

SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6185 (6185---002)

SPECIAL SPECIFICATIONS:

ITEM 1001-RMA INTERPRETIVE SIGNAGE

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN

ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

ITEM 7001-RMA LANE CLOSURES (502) (6185)

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.

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# Special Provision to Item 000

## Nondiscrimination

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### 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.

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### 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.

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### 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.

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#### 4. PERTINENT NONDISCRIMINATION AUTHORITIES:

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

- 4.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 4.2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 4.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 4.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 4.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 4.8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 4.9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 4.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- 4.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 4.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

# Special Provision to Item 000

## Special Labor Provisions for State Projects



### 1. GENERAL

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

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

### 2. MINIMUM WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### 3. RECORD AND INSPECTIONS

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

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

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

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

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



# Special Provision to Item 000

## Small Business Enterprise in State Funded Projects



### 1. DESCRIPTION

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

### 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Special Provision to Item 000

## Buy America

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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 to Item 000

## Schedule of Liquidated Damages



Table 1  
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1,125
10,000,000	20,000,000	1,285
20,000,000	Over 20,000,000	2,590

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 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.

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#### **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.

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#### **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.

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#### **6. APPEALS PROCESS**

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



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## **Special Provision 000**

### **Certificate of Interested Parties (Form 1295)**

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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.

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# Special Provision to Item 1

## Abbreviations and Responsibilities

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

**Article 1.** is supplemented with the following:

### 1.0. General Statement:

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

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

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

CTRMA Central Texas Regional Mobility Authority

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

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

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

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

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

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

**Article 3.47., “Department”**, is voided and replaced by the following:

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

**Article 3.48., “Departmental Material Specifications”**, is voided and replaced by the following:

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

**Article 3.54., “Engineer”**, is hereby deleted and replaced by the following:

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

**Article 3.73., “Letting Official”**, is hereby deleted and replaced by the following:

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

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

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

**Article 3.102., “Proposal Form”**, is voided and replaced by the following:

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

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

**Article 3.108., “Referee Tests”**, is voided and replaced by the following:

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

**Article 3.129., “State”**, is voided and replaced by the following:

3.129. State. Central Texas Regional Mobility Authority.

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

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

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

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

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

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

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

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

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

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

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## Special Provision to Item 2

### Instructions to Bidders

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

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

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

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to [Allen.Yu@atkinsglobal.com](mailto:Allen.Yu@atkinsglobal.com) and [Zane.Reid@atkinsglobal.com](mailto: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.

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

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

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

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

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## Special Provision to Item 3 Award and Execution Contract

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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.



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## Special Provision to Item 4

### Scope of Work

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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."

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## Special Provision to Item 5

### Control of the Work

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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.

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## Special Provision to Item 5

### Control of the Work

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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

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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.

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## Special Provision to Item 6

### Control of Materials

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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.

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## Special Provision to Item 7

### Legal Relations and Responsibilities

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

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

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

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

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

# Special Provision to Item 7

## Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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



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

# Special Provision to Item 007

## Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum curriculum for Contractor-provided training is as follows:

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

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

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

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## Special Provision to Item 8

### Prosecution and Progress

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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.

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## Special Provision to Item 8 Prosecution and Progress

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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.

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## Special Provision to Item 8 Prosecution and Progress

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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."

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## Special Provision to Item 8

### Prosecution and Progress

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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 8.6., "Failure to Complete Work on Time,"** is supplemented by the following:

**8.6.1. Lane Closure Assessment Fees.**

Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak hour traffic for each time increment defined on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.

**8.6.1.1. Definition of Terms.** For this Contract, the following definitions apply:

**8.6.1.1.1. Time increment.** Any continuous defined increment of time period or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.

**8.6.1.1.2. Assessment Fee.** The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.

**8.6.1.1.3. Closure or Obstruction.** When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that specified on the plan documents.

**8.6.1.1.4. Peak Hour Traffic Times.** Schedule of days and times described in the General Notes, when lane closures or obstructions are not allowed.

**8.6.1.2. Fee Calculation and Collection.** The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The assessment fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

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## 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.

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## Special Provision to Item 9

### Measurement and Payment

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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.

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## Special Provision to Item 502

### Barricades, Signs and Traffic Handling

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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.

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## Special Provision to Item 636 Signs

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Item 636, "Signs" 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.

**Section 636.3.1, "Fabrication."** is deleted.

**Section 636.3.1.2, "Sheeting Application."** The last sentence of the fourth paragraph is voided and replaced by the following.

Do not splice sheeting or overlay films for signs fabricated with ink or with colored transparent films.

# Special Provision to Item 643

## Sign Identification Decals



Item 643, "Sign Identification Decals," 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. "Materials."** The sign identification decal design shown in Figure 1 and the description for each row in Table 1 are supplemented by the following.

Texas Department of Transportation													
<b>C</b>	<b>Fabrication Date</b>											<b>T</b>	1
J	F	M	A	M	J	J	A	S	O	N	D		2
	201		202		203		204		205				3
	0	1	2	3	4	5	6	7	8	9			4
<b>Sheeting MFR - Substrate</b>													
A	B	C	D	E	F	G	H	J	K	L	M		5
<b>Film MFR</b>													
A	B	C	D	E	F	G	H	J	K	L	M		6
<b>Sheeting MFR - Legend</b>													
A	B	C	D	E	F	G	H	J	K	L	M		7
<b>Installation Date</b>													
				0	1	2	3						8
	0	1	2	3	4	5	6	7	8	9			9
J	F	M	A	M	J	J	A	S	O	N	D		10
	201		202		203		204		205				11
	0	1	2	3	4	5	6	7	8	9			12
<b>Name of Sign Fabricator</b> <b>Physical Address</b> <b>City, State, Zip Code</b>													13

**Figure 1**  
**Decal Design (Row numbers explained in Table 1)**

**Table 1**  
**Decal Description**  
**Row Explanation**

<b>1</b>	Sign fabricator
<b>2</b>	Month fabricated
<b>3</b>	First 3 digits of year fabricated
<b>4</b>	Last digit of year fabricated
<b>5</b>	Manufacturer of the sheeting applied to the substrate
<b>6</b>	Film (colored transparent or non-reflective black) manufacturer
<b>7</b>	Manufacturer of the sheeting for the legend
<b>8</b>	Tens digit of date installed
<b>9</b>	Ones digit of date installed
<b>10</b>	Month installed
<b>11</b>	First 3 digits of year installed
<b>12</b>	Last digit of year installed
<b>13</b>	Name of sign fabricator and physical location of sign shop

# Special Provision to Item 666

## Retroreflectorized Pavement Markings



Item 666, "Retroreflectorized Pavement Markings," 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 2.3., "Glass Traffic Beads."** The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

**Section 4.3.1., "Type I Markings.,"** is supplemented by the following:

**4.3.1.3. Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

**Section 4.3.2., "Type II Markings.,"** is supplemented by the following:

**4.3.2.1. Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

**Section 4.4., "Retroreflectivity Requirements.,"** is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m<sup>2</sup>/lx)
- Yellow markings: 175 mcd/m<sup>2</sup>/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

**Section 4.5., "Retroreflectivity Measurements.,"** is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

**Section 4.5.1., "Mobile Retroreflectometer Measurements."** The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

**Section 4.5.2., "Portable Retroreflector Measurements."** The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

**Section 4.6. "Performance Period."** The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

**Article 6. "Payment."** The first two paragraphs are voided and replaced by the following.

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 "Pavement Sealer" of the size specified; "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified; "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified; or "Reflecterized Pavement Marking (Call Out)" of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or "Pavement Sealer (Call Out)" of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

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# Special Provision to Special Specification 6185

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

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

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

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



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# Special Specification 1001-RMA

## Interpretive Signage

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### 1. DESCRIPTION

Install interpretive signage as shown on the plans or as directed.

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### 2. MATERIALS

Furnish materials and use construction methods in accordance with the plans.

Interpretive sign panels will be provided to the contractor by the Mobility Authority.

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### 3. CONSTRUCTION

Use construction methods in accordance with the plans.

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### 4. MEASUREMENT

This Item will be measured by the each.

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### 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 "Interpretive Signage" of the type specified. This price is full compensation for furnishing all materials, equipment, labor, incidentals, and transporting interpretive signage.

# 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.

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**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.

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**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.

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**5. PAYMENT**

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

# Special Specification 6185

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




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### 1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

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### 2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

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### 3. CONSTRUCTION

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

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

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### 4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in 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 TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

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### 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 "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.

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# Special Specification 7001-RMA

## Lane Closures

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### 1. DESCRIPTION

Install, maintain, and remove lane closures as shown on the plans, or as directed by the Engineer.

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### 2. MATERIALS

Furnish material in accordance with the following:

- Section 7.2.6., "Barricades, Signs, and Traffic Handling"
- Section 502.4.2., "Law Enforcement Personnel"
- Special Specification 6185, "Truck Mounted Attenuator (TMA)"

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### 3. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety," Item 502, "Barricades, Signs, and Traffic Handling", and Special Specification 6185, "Truck Mounted Attenuator (TMA)".

Implement lane closures of the types described in the plans necessary to perform the work. Submit a lane closure plan to the Authority for approval prior to implementation.

For the purposes of this Specification, a Lane Closure is defined as a single, continuous traffic control operation to close to traffic a shoulder, single traffic lane, or multiple traffic lanes.

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### 4. MEASUREMENT

This Item will be measured by the Day for each working day a Lane Closure is fully operational and protecting active construction events for the work. Lane closure operations limited within one peak or off-peak period, in any consecutive 24-hours are measured as one "Day".

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### 5. PAYMENT

The work performed, and materials furnished in accordance with the Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Lane Closure". This price is full compensation for setup and removal of Lane Closures, maintenance of Lane Closures, and furnishing all materials, equipment, labor, tools, supplies, and incidentals.

Law enforcement personnel will be paid in accordance with Item 502.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #8

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Executive Director Board Report

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: James M. Bass, Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

**Project Description/Background:**

Executive Director Report.

- A. Agency performance metrics.
  - (i) Roadway performance
  - (ii) Call-Center performance

**Backup provided:** None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #9

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Executive Session

*Executive Session:*

Discuss the sale, transfer, or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #10

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Executive Session

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #11

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Executive Session

*Executive Session:*

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #12

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #13

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Executive Session

*Executive Session:*

Discuss security assessments and deployments relating to information resources technology as authorized by §551.089 (Deliberation Regarding Security Devices or Security Audits).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
**AGENDA ITEM #14**

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Discuss and consider approving the second amendment to the design-build contract with Colorado River Constructors for the 183 South Project to modify procedures for appeal of the contract disputes board's recommendations

Strategic Plan Relevance: Not Applicable  
Department: Legal  
Contact: Geoff Petrov, General Counsel  
Associated Costs: None  
Funding Source: Not Applicable  
Action Requested: Consider and act on a draft resolution

**Background:**

Colorado River Constructors (CRC), the contractor for the 183 South Project, submitted a claim for additional compensation and schedule relief for alleged delays in the City of Austin's utility permitting process. CTRMA and CRC have attempted to resolve the claim through the contractual dispute resolution process, which concluded with a disputes review board recommendation on March 8, 2022. CTRMA and CRC now agree that the disputes review board's recommendations are not binding but that either party should be allowed to seek a judicial resolution of the dispute by filing a lawsuit if the parties are not able to otherwise reach a settlement. As a result, the Executive Director and CRC executives have developed the Second Amendment to the Design/Build Contract to modify the procedures for appeal of the disputes review board's recommendations.

**Backup provided:** Draft Resolution  
Second Amendment to 183 South D/B Contract

**SECOND AMENDMENT TO THE  
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT DESIGN/BUILD CONTRACT**

The Central Texas Regional Mobility Authority (the “Mobility Authority”), a regional mobility authority operating pursuant to Texas Transportation Code Chapter 370, and Colorado River Constructors, an unincorporated joint venture between Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc. (“D/B Contractor”) entered into a design-build contract (“D/B Contract”) dated July 29, 2015 for the development of the Project. Pursuant to Section 29.3 of the D/B Contract, the Parties now enter into this Second Amendment to the Design/Build Contract (“Second Amendment”) for the purposes described herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the D/B Contract.

**I. Recitals**

**1.01 WHEREAS**, D/B Contractor submitted certain claims for additional compensation and schedule relief which have been rejected by the Mobility Authority (the “Proposed Change Order 5 Dispute”).

**1.02 WHEREAS**, pursuant to Section 25 of the D/B Contract, D/B Contractor submitted the Proposed Change Order No. 5 Dispute to the Disputes Board and a formal hearing was held on February 8-9, 2022.

**1.03 WHEREAS**, the Disputes Board issued its findings and recommendations for the Proposed Change Order 5 Dispute on March 8, 2022 (“March 8 DRB Recommendations”).

**1.04 WHEREAS**, Section 25.5.8 of the D/B Contract originally provided a six-month period following issuance of the Disputes Board’s recommendations for either Party to appeal the decision back to the Disputes Board, submit the dispute to judicial resolution or settle the dispute using other methods. If the dispute has not been submitted to judicial resolution or otherwise resolved within this six-month period, the Parties are deemed to have conclusively agreed to accept the recommendation made by the Disputes Board.

**1.05 WHEREAS**, on September 1, 2022, the Parties entered into the First Amendment to the Design/Build Contract to extend the six-month deadline set forth in Section 25.5.8 of the D/B Contract by an additional month to allow more time to explore settlement of the dispute, and agreed that with respect to the March 8 DRB Recommendations and the Proposed Change Order 5 Dispute, the deadline under Section 25.5.8 would be October 11, 2022.

**1.06 WHEREAS**, the Parties now agree that the March 8 DRB Recommendations is not binding and in no event shall either Party be deemed to have agreed to accept the recommendation made by the Disputes Board even if it elects not to file suit or otherwise appeal the recommendation.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual agreements and covenants set forth herein, the Mobility Authority and D/B Contractor hereby amend the D/B Contract as follows:

## **II. Amendments**

**2.01** From and after the effective date of the D/B Contract, Section 25.5.8 is hereby replaced with the following:

Should either Party reject the Disputes Board's recommendations, either Party may seek to resolve the dispute by filing a lawsuit against the other Party in District Court in Austin, Texas as specified in Section 25.1.3 or resort to other methods of settlement. The recommendation of the Disputes Board is not binding and in no event shall either Party be deemed to have agreed to accept the recommendation made by the Disputes Board even if it elects not to file suit or otherwise appeal the recommendation.

## **III. General Conditions**

**3.01 Effect of Second Amendment.** The terms and conditions of the D/B Contract are incorporated by reference for all purposes. Except as specifically amended and modified by this Second Amendment, the parties hereby agree that the terms and conditions of the D/B Contract remain in full force and effect as written.

**3.02 Duplicate Originals.** This Second Amendment may be executed in duplicate originals, each of equal dignity.

**3.03. Effective Date.** This Second Amendment will be effective as of the effective date of the D/B Contract.

**IN WITNESS WHEREOF,** the authorized representatives of the Mobility Authority and D/B Contractor have executed this Second Amendment as of the date(s) indicated below.


**[Signature Page to Follow]**

**D/B CONTRACTOR:**

**COLORADO RIVER CONSTRUCTORS**

An unincorporated joint venture between Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc.

**By: Fluor Enterprises Inc., a California corporation**

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



Name: Thomas Nilsson  
Title: Vice-President, Operations

**By: Balfour Beatty Infrastructure, Inc., a Delaware corporation**

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

Name: John Rempe  
Title: Executive Vice President

**MOBILITY AUTHORITY:**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

A regional mobility authority operating pursuant to Texas Transportation Code, Chapter 370

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

Name: James Bass  
Title: Executive Director

**D/B CONTRACTOR:**

**COLORADO RIVER CONSTRUCTORS**

An unincorporated joint venture between Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc.

**By: Fluor Enterprises Inc., a California corporation**

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

Name: Thomas Nilsson

Title: Vice-President, Operations

**By: Balfour Beatty Infrastructure, Inc., a Delaware corporation**

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

Name: John Rempe

Title: Executive Vice President

**MOBILITY AUTHORITY:**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

A regional mobility authority operating pursuant to Texas Transportation Code, Chapter 370

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

Name: James Bass

Title: Executive Director



**D/B CONTRACTOR:**

**COLORADO RIVER CONSTRUCTORS**

An unincorporated joint venture between Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc.

**By: Fluor Enterprises Inc., a California corporation**

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

Name: Thomas Nilsson

Title: Vice-President, Operations

**By: Balfour Beatty Infrastructure, Inc., a Delaware corporation**

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

Name: John Rempe

Title: Executive Vice President

**MOBILITY AUTHORITY:**

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

A regional mobility authority operating pursuant to Texas Transportation Code, Chapter 370

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

Name: James Bass

Title: Executive Director



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

September 28, 2022  
AGENDA ITEM #15

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Adjourn Meeting

Adjourn Board Meeting.