



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, March 30, 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)*

**Note to members of the public.** Pursuant to Texas Transportation Code Section 370.262, this meeting will be held by telephone conference call. Some Board Members may be present in the Lebermann Board Room while others may participate remotely. In order to maintain safe social distancing, you may view the Board Meeting online via the live stream link on our website. Members of the public that wish to join the conference call to provide comments to the Board remotely must register at least 30 minutes prior to the scheduled start time by contacting the Central Texas Regional Mobility Authority at (844) 287-6220.

**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 February 23, 2022 Regular Board Meeting and March 4-5, 2022 Board Workshop.

3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
4. Approve a contract with Gratiot Construction, Ltd. for roadway maintenance and safety enhancements on 183A Toll.
5. Amend the FY 2022 Operating Budget to fund the renewal and replacement of the 71 Toll System.

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

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6. Audit Committee Meeting
  - A. Audit Committee meeting called to order by Committee Chairman Singleton.
  - B. Authorize the engagement of RSM US, LLP to provide independent auditing services.
  - C. Adjourn Audit Committee.

### ***Regular Items***

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

7. Accept the financial statements for February 2022.

### ***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
  - B. FY2023 budget process.
  - C. MoPac South Environmental Study Overview.
  - D. Update on DBi Services LLC default

### ***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; Closed Meeting).
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).

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

### ***Regular Items***

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

13. Discuss and consider approving a settlement with Kapsch TrafficCom USA, Inc. for liquidated damages related to toll system maintenance key performance indicators.
14. Discuss and consider authorizing the Executive Director to hire outside counsel to assist with claims on the 183 South Project.
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.

*Mobility Authority Board Meeting Agenda  
Wednesday, March 30, 2022*

**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.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

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

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**

March 30, 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**

March 30, 2022  
**AGENDA ITEM #2**

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Approve the minutes from the  
February 23, 2022 Regular Board  
Meeting and March 4-5, 2022 Board  
Workshop

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 February 23, 2022, Regular Board Meeting and March 4-5, 2022 Board Workshop.

**Backup provided:** Draft minutes

**MINUTES**  
**Regular Meeting of the Board of**  
**Directors of the**  
**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**Wednesday, February 23, 2022**  
**9:00 a.m.**

This was an in person and telephone conference call meeting. Notice of the meeting was posted February 18, 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 Jenkins and Board Members David Singleton, Heather Gaddes and Jay Blazek Crossley\* were present in the Lebermann Board Room. Board Members David Armbrust and Nikelle Meade participated on the telephone conference call.

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

<https://mobilityauthority.swagit.com/play/02242022-679>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. and had each Board Member who called in 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 or on the phone.

1. Welcome and opportunity for public comment.
2. Recognition of John Langmore's service to the Central Texas Regional Mobility Authority.

Chairman Jenkins recognized John Langmore for his service to the community of Central Texas while serving on the Mobility Authority Board and presented him with a resolution for his service.

3. Welcome newly appointed Board Member and administer the oath of office.

Chairman Jenkins introduced Jay Blazek Crossley, the new Board Member appointed by Travis County to replace John Langmore, and administered the oath of office.

## Consent Agenda

4. Approve the minutes from the January 26, 2022 Regular Board Meeting.
5. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS:**                   **RESOLUTION NO. 22-006**

**MOTION:**                    Approve Item Nos. 4 and 5.  
**RESULT:**                    Approved (Unanimous); 6-0  
**MOTION:**                    David Singleton  
**SECONDED BY:**            Heather Gaddes  
**AYE:**                         Armbrust, Crossley, Gaddes, Jenkins, Meade, Singleton  
**NAY:**                         None.

## Regular Items

6. Accept the financial statements for January 2022.

Presentation by Jose Hernandez, Chief Financial Officer and Mary Temple, Controller.

**ADOPTED AS:**                   **RESOLUTION NO. 22-007**

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

7. Discuss and consider approving Supplement No. 4 to Work Authorization No. 13 with Kapsch TrafficCom USA Inc. for fiber optic infrastructure related to the 183 South Project.

Presentation by Greg Mack, Assistant Director of IT and Toll Systems.

**ADOPTED AS:**                   **RESOLUTION NO. 22-008**

**MOTION:**                    Approve Supplement No. 4 to Work Authorization No. 13 with Kapsch TrafficCom USA Inc. for fiber optic infrastructure related to the 183 South Project.  
**RESULT:**                    Approved (Unanimous); 6-0  
**MOTION:**                    Heather Gaddes  
**SECONDED BY:**            Jay Blazek Crossley



**AYE:** Armbrust, Crossley, Gaddes, Jenkins, Meade, Singleton  
**NAY:** None.

8. Discuss and consider approving contracts with Surveying and Mapping, LLC and The Rios Group, Inc. for subsurface utility engineering and utility locating services.

Presentation by Mike Sexton, Acting Director of Engineering.

**ADOPTED AS:** **RESOLUTION NO. 22-009**

**MOTION:** Approve contracts with Surveying and Mapping, LLC and The Rios Group, Inc. for subsurface utility engineering and utility locating services.

**RESULT:** Approved (Unanimous); 6-0

**MOTION:** David Singleton

**SECONDED BY:** Heather Gaddes

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

**NAY:** None.

9. Discuss and consider approving a contract with Good Works Strategic Advisors for strategic planning services.

Presentation by James Bass, Executive Director.

**ADOPTED AS:** **RESOLUTION NO. 22-010**

**MOTION:** Approve a contract with Good Works Strategic Advisors for strategic planning services.

**RESULT:** Approved (Unanimous); 6-0

**MOTION:** David Singleton

**SECONDED BY:** Jay Blazek Crossley

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

**NAY:** None.

### **Briefings and Reports**

10. Executive Director Report.

Presentation by James Bass, Executive Director.

- A. Agency performance metrics.

- (i) Roadway performance
- (ii) Call Center performance

Tracie Brown, Director of Operations answered questions.

### **Executive Session**

Chairman Jenkins announced in open session at 10:14 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 11.** 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).
- 12.** 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).
- 13.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 14.** 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**

- 15.** Discuss and consider approving a settlement with Kapsch TrafficCom USA, Inc. for liquidated damages related to toll system maintenance key performance indicators.

Chairman Jenkins tabled this item.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 11:56 a.m.

- 16.** Adjourn.

## **MINUTES**

### **Board of Directors Workshop**

#### **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**Friday, March 4<sup>th</sup>, 2022, 1:00 p.m.**

**Saturday, March 5<sup>th</sup> 8:00 a.m.**

This was an in-person meeting. Notice of the meeting was posted March 1, 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. The Board took no action during the Workshop. Items were presented at the Workshop for briefing and discussion only.

#### **I. Opening Remarks from Chairman Jenkins and Executive Director Bass.**

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 1:10 p.m. on March 4, 2022, with the following Board Members present: David Singleton, Heather Gaddes, David Armbrust, Mike Doss and Nikelle Meade. Jay Blazek Crossley joined the Workshop at 1:17 p.m.

#### **II. Public Comment**

No comments were offered.

#### **III. Discussion Topics**

James Bass, Executive Director, presented the discussion topics. Geoff Petrov, General Counsel; Dee Ann Vickery, Chief of Staff; Jose Hernandez, Chief Financial Officer; Tracie Brown, Director of Operations; Jori Liu, Acting Director of Communications; and Mike Sexton, Acting Director of Engineering, acted as subject matter experts. Matt Kouri, President, Good Works Strategic Advisors, acted as meeting facilitator.

##### **a. CTRMA's Mission**

Board Members discussed regional transportation priorities and agency initiatives.

**b. Agency Finances**

Executive Director Bass and Chief Financial Officer Hernandez, led an in-depth review of the agency's current financial position, future financial forecast, and financial reserve policies.

**c. Capital Improvement Plan**

Board Members discussed the possible development of a Capital Improvement Plan including exercises to identify potential categories of future capital expenditures.

*Chairman Jenkins recessed the meeting at 5:41 p.m. on March 4, 2022. Chairman Jenkins reconvened the meeting at 8:15 a.m. on March 5, 2022, with the following Board Members present: David Singleton, Heather Gaddes, David Armbrust, Mike Doss, Nikelle Meade and Jay Blazek Crossley. After confirming that no members of the public wished to offer comments, Chairman Jenkins resumed the Workshop.*

**d. CTRMA Operations/Policies**

Discussion of Board and staff roles, practices, and procedures.

**e. 2022 Strategic Planning Process**

The next steps in developing the CTRMA Strategic Plan were discussed including the designation of a Strategic Plan Work Group. The proposed Work Group members are: Chairman Jenkins, Vice Chair Meade, Treasurer Singleton, Executive Director Bass, Chief of Staff Vickery and strategic planning consultant Matt Kouri. The Strategic Plan Work Group will meet periodically over the next few months to continue the strategic planning process.

*Chairman Jenkins turned the meeting over to Vice Chair Meade and left the Workshop at 10:02 a.m.*

**IV. Adjourn Meeting**

After confirming there was no public comment, the Vice Chair adjourned the meeting at 10:30a.m.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 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.

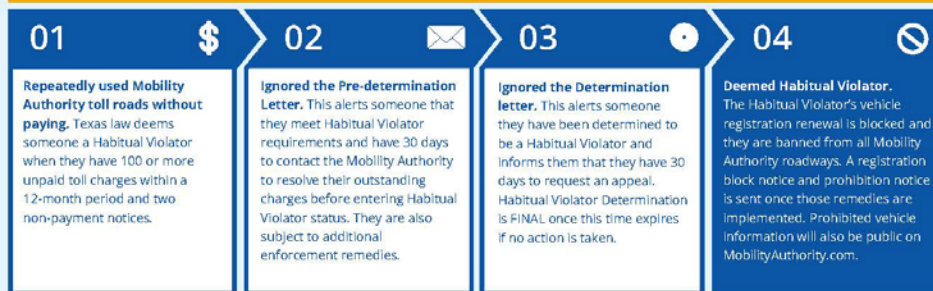
**Action requested/Staff Recommendation:** Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective March 30, 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 30<sup>th</sup> day of March 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**

March 30, 2022  
**AGENDA ITEM #4**

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Approve a contract with Gratiot  
Construction, Ltd. for roadway  
maintenance and safety  
enhancements on 183A Toll

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$1,579,077.70
Funding Source:	FY22 Operating Budget R&R Funds
Action Requested:	Consider and act on draft resolution

**Project Description/Background** – The 183A Metal Beam Guard Fence (MBGF) & Cable Barrier Maintenance Project removes and replaces metal beam guard fence along the 183A mainlanes and ramps from SH 45 to Brushy Creek and installs cable barrier in the median from Hero Way to RM 1431. The 183A MBGF & Cable Barrier Maintenance Project began design in September 2021 as part of the Authority’s maintenance program. The Project will improve safety along the corridor by reducing median crossover vehicle encroachments and upgrading MBGF to the latest standard.

**Previous Actions & Brief History of the Program/Project:** In June of 2021, the Authority approved the adoption of the FY2022 Operating Budget which included renewal and replacement funds to maintain the Mobility Authorities existing assets. Final Plans were completed in January 2022 and the project was advertised for bids in January 2022.

**Construction Contract Procurement Timeline:**

- January 20, 2022: Advertised Project
- January 27, 2022: Pre-Bid Meeting
- February 17, 2022: Bid Opening

**Bids:** A total of 2 bids were received and came in as shown below.

<b>Contractor</b>	<b>Bid Price</b>	<b>Responsive Bid</b>
Gratiot Construction, Ltd.	\$1,579,077.70	Yes
Dan Williams Company	\$1,610,727.53	Yes

The lowest responsive and responsible bidder is Gratiot Construction, Ltd. at \$1,579,077.70. The Engineer's Estimate was \$1,594,271.00

**Financing:** FY2022 Operating Budget: Renewal and Replacement Funds

**Action requested/Staff Recommendation:** Staff recommends that the Board award the contract for construction of the 183A MBGF & Cable Barrier Maintenance Project to Gratiot Construction, Ltd. and authorize the Executive Director to execute a contract with Gratiot Construction, Ltd. in an amount not to exceed \$1,579,077.70 for construction of the 183A MBGF & Cable Barrier 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**

**AWARDING A CONTRACT TO GRATIOT CONSTRUCTION, LTD. FOR  
MAINTENANCE AND SAFETY ENCHANCEMENTS ON 183A TOLL**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) desires the replacement of metal beam guard fence along the 183A main lanes and ramps from SH 45 to Brushy Creek and the installation of additional cable barrier in the median from Hero Way to RM 1431 (the “Project”); and

WHEREAS, the Mobility Authority advertised the Project on January 20, 2022, and received two bids by the bid opening on February 17, 2022; and

WHEREAS the Acting Director of Engineering reviewed the bids and determined Gratiot Construction, Ltd to be the lowest responsive and responsible bidder; and

WHEREAS, in accordance with the Mobility Authority’s procurement policies, the Executive Director recommends that the Board approve a contract with Gratiot Construction, Ltd. for the Project in an amount not to exceed \$1,579,077.70 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board approves a contract with Gratiot Construction, Ltd. in an amount not to exceed \$1,579,077.70 for the replacement of metal beam guard fence along the 183A main lanes and ramps from SH 45 to Brushy Creek and the installation of additional cable barrier in the median from Hero Way to RM 1431, and hereby authorizes the Executive Director to finalize and execute the contract in the form or substantially same form published in the bid documents attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March 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**

**183A MBGF & Cable Barrier  
Maintenance Project**

CTRMA Contract No.: 22183A24602M

Bid Documents

Advertisement: January 20, 2022

Pre-Qualification Deadline: 12:00 PM February 2, 2022

Bid Date: 2:00 PM February 17, 2022



Central Texas Regional Mobility Authority

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183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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BID DOCUMENTS  
CONTRACT AND CONTRACT BOND  
SPECIAL PROVISIONS  
SPECIAL SPECIFICATIONS  
PLANS

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January 20, 2022

Central Texas Regional Mobility Authority

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183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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## 183A MBGF & CABLE BARRIER MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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/6acc73b8ce70836917b124ef/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, February 17, 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 ninety (90) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

A Full NTP will be issued no later than 30 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:

- Cable Barrier
- Metal Beam Guard Fence
- Riprap (Mow Strip) 4"
- 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 February 3, 2021 via the project's CivCastUSA website <https://www.civcastusa.com/project/6acc73b8ce70836917b124ef/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 \$2,000,000
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, Certification to Not Boycott Israel, Child Support Statement, Certification to Not Discriminate Against Firearm Entities or Firearm Trade Associations, and Certification to Not Boycott Energy Companies.

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is February 2, 2021 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 January 20, 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/6acc73b8ce70836917b124ef/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/Policies/34\\_Policy\\_Code\\_October\\_27,\\_2021.pdf](https://www.mobilityauthority.com/upload/files/Policies/34_Policy_Code_October_27,_2021.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 Bass, Executive Director  
Austin, Texas

## Central Texas Regional Mobility Authority

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### 183A MBGF & CABLE BARRIER MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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 \$2,000,000.
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, Child Support Statement, Certification to Not Boycott Israel, Certification to Not Discriminate Against Firearm Entities or Firearm Trade Associations, and Certification to Not Boycott Energy Companies in order to receive an Official Bid Form?

##### Bid Document Preparation:

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

Bid Bonds:

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

Bid Document Submission:

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





**Central Texas Regional Mobility Authority**

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183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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BID FOR 183A MBGF & CABLE BARRIER 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 ninety (90) 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**

\_\_\_\_\_  
183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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 17<sup>th</sup> day of February,  
2022, for Contract No. 22183A24602M in connection with the 183A MBGF & Cable Barrier  
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**

\_\_\_\_\_  
183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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 17<sup>th</sup> day of February,  
2022, for Contract No. 22183A24602M in connection with the 183A MBGF & Cable Barrier  
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.

---

Signature

---

Date

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

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

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

This provision applies to a contract that:

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

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Signature

---

Date

**Central Texas Regional Mobility Authority**

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**183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT**

**CONTRACT NO. 22183A24602M**

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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.  
22183A24602M, entitled 183A MBGF & Cable Barrier 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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183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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. 22183A24602M, entitled 183A MBGF & Cable Barrier 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 ninety (90) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

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

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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

James Bass  
Executive Director

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
by: \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

My commission expires:

\_\_\_\_\_  
(Affix Corporate Seal Here)



**INFORMATION ABOUT PROPOSER ORGANIZATION**

Proposer's business address:

---

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

---

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

State or County of Incorporation/Formation/Organization: \_\_\_\_\_

Signature block for a corporation or limited liability company:

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME:

OFFICE:

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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**

183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

\*\*\*\*\*

PERFORMANCE BOND

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal,  
and

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

\_\_\_\_\_ Dollars

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

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

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

\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

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

\*\*\*\*\*

I, \_\_\_\_\_, having executed Bonds  
SIGNATURE

for \_\_\_\_\_ do hereby affirm I have  
NAME OF SURETY

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

**Central Texas Regional Mobility Authority**

183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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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183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

\*\*\*\*\*

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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**183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT**

**CONTRACT NO. 22183A24602M**

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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.

PREPARED BY:

**ATKINS**

TBPE REG. #F-474

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



1/19/2022

A handwritten signature in blue ink that reads "Jeff Warren".

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

**Project Number:** 22183A24602M

**County:** Williamson

**Highway:** 183A

## **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.

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**County:** Williamson

**Highway:** 183A

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.

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 (US 183, 183A frontage roads between Brushy Creek and SH 45N). Provide a 2-week advance notice to the Engineer to request locates on the Mobility Authority's system (183A 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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**Highway:** 183A

**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.

**Law Enforcement Personnel.**

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

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

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

**Back Up Alarm**

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

**ITEM 8 – PROSECUTION AND PROGRESS**

The Contractor will have 90 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.

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**County:** Williamson

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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)			
	183A		US 183 & 183A FR	
	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 US 183 until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

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

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

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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 104 – REMOVING CONCRETE**

Saw or mill existing asphalt and concrete pavement along neat lines where portions are to be left in place temporarily or permanently.

Properly dispose of unsalvageable material in accordance with federal, state, and local regulations.

#### **ITEM 132 – EMBANKMENT**

Unsuitable material is defined as shale, clay shale, shaley clay or an embankment material having a PI greater than 40. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

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

#### **ITEM 164 – SEEDING FOR EROSION CONTROL**

Obtain vegetation establishment of all seeded areas, including adequate coverage, prior to "Final Acceptance." If all other work is complete, time charges may be suspended, until adequate coverage is established.

Provide measurements for payment of seeding for erosion control quantities before seeding.

#### **ITEM 168 – VEGETATIVE WATERING**

Water all areas of the project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until "Final Acceptance" or as directed by the Engineer.

#### **ITEM 432 – RIPRAP**

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

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

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**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 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.

Consider the SW3P for this project to consist of the following item, as directed by the Engineer:

Temporary Sediment Control Fence

**ITEM 540 – METAL BEAM GUARD FENCE**

Adjust the limits of the Metal Beam Guard Fence (MBGF) to meet field conditions. Stake the locations for approval prior to installation. Install all permanent MBGF and delineators before opening the road to traffic.

Furnish round timber posts. Furnish steel posts at locations where the minimum embedment shown on the plans for wooden posts cannot be achieved. Field verify the steel post lengths before fabrication. Consider the steel posts subsidiary.

**ITEM 542 – REMOVING METAL BEAM GUARD FENCE**

Contractor may reuse steel posts, composite blocks, and metal beam rail elements that are undamaged, rust free, and dent free, and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4 in. may be cleaned and repaired in accordance with 540.3.5 Galvanizing Repair. Contractor may punch or field drill holes in the metal rail element to accommodate post spacing. Additional holes for splice or connections are not allowed. The holes shall be spaced in accordance with the latest standard and shall not be closer than the minimum spacing shown on the standard. Reuse and repair work will not be paid separately.

Only remove metal beam guard fence that can be replaced in the same shift. Metal beam guard fence that is not replaced in the same shift must be protected by a TMA/TA. TMA/TA used to protect incomplete metal beam guard fence will not be paid and is considered subsidiary to pertinent items.

**ITEM 543 – CABLE BARRIER SYSTEM**

Before installation stake end terminal locations for approval. Changes to the location may be necessary to accommodate slopes or other obstructions in the field. This work is subsidiary.



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**Highway:** 183A

Revise cross slopes as necessary to provide a slope in compliance with the barrier standard. Reuse of excavated material from installation of the barrier and mow strip is subsidiary. Use of additional material shall be paid using embankment. Mow strip shall be reinforced concrete.

Delineate both ends of terminal section per run of cable barrier.

**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 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.

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
183A	SH 45 to RM 1431	9 PM to 5 AM
183A	RM 1431 to San Gabriel Pkwy	9AM to 4 PM, 9PM to 5AM
US 183	SH 45 to Brushy Creek	9 PM to 5 AM
183A FR	Brushy Creek to San Gabriel Pkwy	9 PM to 5 AM

\* Allowable Closure Time includes setup and cleanup time.

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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.

For any events at the HEB Center on 183A Toll, lane closures from the event center to 2 miles south of the event center are not permitted 2 hours preceding the start time of an event, and 2 hours following the end time of an event. Event dates for which this restriction will be warranted will be determined on a monthly basis, as the event calendar is available.

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.

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.

**Project Number:** 22183A24602M

**County:** Williamson

**Highway:** 183A

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 2 through lanes in each direction on the 183A mainlanes, 183A frontage roads, and US 183 during all hours.

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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183A MBGF & CABLE BARRIER  
MAINTENANCE PROJECT

CONTRACT NO. 22183A24602M

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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 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT (100) (160) (204) (210) (216) (260) (400)
- ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
- ITEM 168 VEGETATIVE WATERING
- ITEM 432 RIPRAP (247) (420) (421) (431) (440)
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)
- ITEM 540 METAL BEAM GUARD FENCE (421) (441) (445) (529)
- ITEM 542 REMOVING METAL BEAM GUARD FENCE
- ITEM 543 CABLE BARRIER SYSTEM (421) (658)
- ITEM 544 GUARDRAIL END TREATMENTS
- ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)

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 009 (009---001---RMA)  
SPECIAL PROVISION TO ITEM 009 (009---011)  
SPECIAL PROVISION TO ITEM 502 (502---008)  
SPECIAL PROVISION TO ITEM 506 (506---005)  
SPECIAL PROVISION TO ITEM 540 (540---001)

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

SPECIAL SPECIFICATIONS:

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: [Link to be updated at a later date](#)

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 \$2,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, Certification to Not Boycott Israel, Certification to Not Boycott Energy Companies, Certification to Not Discriminate Against Firearm Entities or Firearm Trade Associations, and Child Support Statement to Marco.Castro@atkinsglobal.com and Zane.Reid@atkinsglobal.com and include a phone number, email address and physical address for point of contact.

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

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

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

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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,"** 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 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



Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," 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 506.1., "Description."** The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

- 1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a Notice of Intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.
- 1.2. **Notice of Intent (NOI).** Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.
- 1.3. **Notice of Change (NOC).** Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.
- 1.4. **Notice of Termination (NOT).** Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

**Section 506.3.1, "Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities,"** is supplemented by the following:

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement stormwater and erosion control practices; will oversee and observe stormwater control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. Daily monitor reports shall be maintained and made available upon request. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and maintain and make available upon request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training.

**Section 506.3.3., "Training,"** is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- “Environmental Management System: Awareness Training for the Contractor” (English and Spanish) (Approximate running time 20 min.), and
- “Storm Water: Environmental Requirements During Construction” (English and Spanish) (Approximate running time 20 min.).

The Contractor responsible person environmental (CRPE), alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and maintain and make available upon request the certificate of completion. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- “Revegetation During Construction,”
- “Construction General Permit Compliance,” and
- “Construction Stage Gate Checklist (CSGC).”

Training and associated fee will not be measured or paid for directly but are subsidiary to this Item.

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## Special Provision to Item 540 Metal Beam Guard Fence

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Item 540, "Metal Beam Guard Fence" 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 540.4.7, "Measurement,"** is voided and replaced with the following:

**Long Span System.** Measurement will be by each long span system, complete in place. Each long span system will be from the first CRT to the last CRT in the system.

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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.

# 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.

---

**4. MEASUREMENT**

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

---

**5. PAYMENT**

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

# Special Specification 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.

---

### 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.

---

### 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**

March 30, 2022  
**AGENDA ITEM #5**

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Amend the FY 2022 Operating  
Budget to fund the renewal and  
replacement of the 71 Toll  
System

Strategic Plan Relevance:	Explore and Invest in Transformative Technology and Adopt Industry Best Practices; Deliver Multi-faceted Mobility Solutions; Invest in Efforts that Extend Beyond Roadways
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	\$1,450,000 – an increase of \$200,000 above the current funding amount
Funding Source:	Renewal & Replacement
Action Requested:	Consider and act on draft resolution

**Project Description/Background:** The Fiscal Year 2022 Operating Budget contains revenue estimates and departmental spending plans for the fiscal year beginning July 1, 2021, ending June 30, 2022. In addition to the department level budget estimates, this document includes the Authority’s Operating Capital Budget and System Operating Budget for FY 2022.

The current Operating Renewal and Replacement budget anticipates the replacement of the 290 Toll System at a cost of \$1,250,000 (*see excerpt below*). Because this is the agency’s inaugural toll system transition and first project initiated with our new toll system integrator Electronic Transaction Consultants (ETC), staff recommends starting with a smaller, less revenue impacting project – the 71 Toll system.



## Capital Budget

### Capital Budget

Lonestar Server, Database Hardware/Wiring	200,000
Kapsch Migration to Data Platform	1,500,000
ITS / Roadway Technology Installation, Related Software and Support	100,000
TIM Center Server Room Expansion Oversight and Construction	450,000
183A Toll - Roadway Technology Installation and Support	500,000
	<u>2,750,000</u>

### Renewal and Replacement

#### General Fund

Maintainance Crew Trucks (2)	100,000
Metal Beam Guard Fence and Cable Barrier 183A I and II	2,026,000
ITS Retrofit	500,000
<b>290 Toll - Toll System Implementation &amp; Replacement</b>	<b>1,250,000</b>
183A Toll - Toll System Zone Controllers and Video Audit System	300,000
290 Toll - Toll System Closed-Circuit TV and UPS Upgrade	210,000
71 Express - Toll System UPS Upgrade	40,000
71 Express - Large Guide Signs	639,500
Speed Limit Signs 183A I (Leander)	15,000
183A I and II Shared Use Path Signage and Striping	276,000
183A II Large Sign Replacemnt	1,144,000
290E Frontage Mill & Overlay	527,000
290E Slabjacking	400,000
	<u>7,427,500</u>

#### MoPac General

Bollard Replacement	1,000,000
MoPac Aesthetics	900,000
	<u>12,077,500</u>

The 290 Toll system includes three tolled lanes in each direction with a total of two mainlines gantries, six tolled ramps and three tolled direct connectors. Comparatively, the 71 Toll system consists of one toll gantry in each direction near FM 973. Beginning this important work on the 71 Toll will be less impacting to the traveling public as well as our revenues.

The \$200,000 funding increase request is to support the consultant costs related to this capital expenditure. These expenses were not anticipated in the current budgeted amount. The increased funding will be achieved by deferring the 183A Toll – toll system zone controllers and video audit system project (*shown below*) to the next fiscal year.

**It is important to note that these requested amendments - the label change from 290 Toll to 71 Toll and the \$200,000 proposed funding increase does not change the overall adopted FY22 budget amount.**



## Capital Budget

### Capital Budget

Lonestar Server, Database Hardware/Wiring	200,000
Kapsch Migration to Data Platform	1,500,000
ITS / Roadway Technology Installation, Related Software and Support	100,000
TIM Center Server Room Expansion Oversight and Construction	450,000
183A Toll - Roadway Technology Installation and Support	500,000
	<u>2,750,000</u>

### Renewal and Replacement

#### General Fund

Maintainance Crew Trucks (2)	100,000
Metal Beam Guard Fence and Cable Barrier 183A I and II	2,026,000
ITS Retrofit	500,000
290 Toll - Toll System Implementation & Replacement	1,250,000
183A Toll - Toll System Zone Controllers and Video Audit System	300,000
290 Toll - Toll System Closed-Circuit TV and UPS Upgrade	210,000
71 Express - Toll System UPS Upgrade	40,000
71 Express - Large Guide Signs	639,500
Speed Limit Signs 183A I (Leander)	15,000
183A I and II Shared Use Path Signage and Striping	276,000
183A II Large Sign Replacemnt	1,144,000
290E Frontage Mill & Overlay	527,000
290E Slabjacking	400,000
	<u>7,427,500</u>

#### MoPac General

Bollard Replacement	1,000,000
MoPac Aesthetics	900,000
	<u>12,077,500</u>

**Action requested/Staff Recommendation:** Staff requests the Board's approval to amend the Fiscal Year 2022 Operating Budget to fund the 71 Toll system replacement and increase the funded amount to \$1,450,000.

**Backup provided:** Draft resolution  
Draft budget amendment

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

**RESOLUTION NO. 22-0XX**

**AMENDING THE BUDGET FOR FISCAL YEAR 2022**

WHEREAS, by Resolution No. 21-039 dated June 30, 2021, the Board of Directors adopted the operating budget for fiscal year 2021-2022 (the “FY 2022 Budget”); and

WHEREAS, the FY 2022 Budget includes funding for the renewal and replacement of the 290 Toll System; and

WHEREAS, in December 2021, the Mobility Authority entered into a contract with a new toll systems integrator, Electronic Transaction Consultants, LLC, who will be responsible for the replacement of the Mobility Authority’s toll system; and

WHEREAS, the Executive Director believes it would be prudent for the first project undertaken by Electronic Transaction Consultants, LLC to be the replacement of the 71 Express Toll System since it is smaller and has less potential to impact revenues than replacement of the 290 Toll System; and

WHEREAS, the Executive Director recommends that the FY 2022 Budget be amended as described in Exhibit A hereto, to fund the replacement of the 71 Express Toll System instead of the 290 Toll System.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends the FY 2022 Budget as shown in Exhibit A to fund the replacement of the 71 Express Toll System.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of March 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**



## Capital Budget

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### Capital Budget

Lonestar Server, Database Hardware/Wiring	200,000
Kapsch Migration to Data Platform	1,500,000
ITS / Roadway Technology Installation, Related Software and Support	100,000
TIM Center Server Room Expansion Oversight and Construction	450,000
183A Toll - Roadway Technology Installation and Support	500,000
	<u>2,750,000</u>

### Renewal and Replacement

#### General Fund

Maintainance Crew Trucks (2)	100,000
Metal Beam Guard Fence and Cable Barrier 183A I and II	2,026,000
ITS Retrofit	500,000
<del>290 Toll</del> 71 Express- Toll System Implementation & Replacement	1,450,000 <del>1,250,000</del>
183A Toll - Toll System Zone Controllers and Video Audit System 290	100,000 <del>300,000</del>
Toll - Toll System Closed-Circuit TV and UPS Upgrade	210,000
71 Express - Toll System UPS Upgrade	40,000
71 Express - Large Guide Signs	639,500
Speed Limit Signs 183A I (Leander)	15,000
183A I and II Shared Use Path Signage and Striping	276,000
183A II Large Sign Replacemnt	1,144,000
290E Frontage Mill & Overlay	527,000
290E Slabjacking	400,000
	<u>7,427,500</u>

#### MoPac General

Bollard Replacement	1,000,000
MoPac Aesthetics	900,000
	<u>12,077,500</u>



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 2022  
**AGENDA ITEM #6**

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Audit Committee Meeting: Accept an  
Arrangement Letter RSM US, LLP for  
independent auditing services

Strategic Plan Relevance: Regional Mobility  
Department: Finance  
Contact: Jose A. Hernandez, Chief Financial Officer  
Associated Costs: \$165,000  
Funding Source: Annual Operating Budget  
Action Requested: Consider and act on draft resolution

**Project Description/Background:** Each year the Mobility Authority engages an independent CPA firm to conduct the Authority's required annual audit and single audit. RSM US, L.L.P. will be conducting the annual audit for the Fiscal Year ending June 30, 2022 and will present those reports to the Audit Committee upon completion.

**Financing:** Annual Operating Budget

**Action requested/Staff Recommendation:** This item requests approval by the Audit Committee of the Chief Financial Officer's acceptance of an arrangement letter engaging RSM US, L.L.P. to provide independent auditing services to the Mobility Authority.

**Backup provided:** Draft Resolution  
Arrangement Letter  
Governance Letter

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

**RESOLUTION NO. 22-0XX**

**APPROVING AN ARRANGEMENT LETTER WITH RSM US LLP FOR  
INDEPENDENT AUDITING SERVICES**

WHEREAS, the Mobility Authority is required to have an annual financial and compliance audit of its books and records in accordance with 43 *Texas Administrative Code* §26.61; and

WHEREAS, by Resolution No. 20-007, dated February 26, 2020, the Mobility Authority's Audit Committee approved the selection of RSM US LLP to provide independent auditing services to the Mobility Authority for a period of up to five (5) years; and

WHEREAS, the Chief Financial Officer and Controller recommend that the Audit Committee approve the arrangement letter with RSM US LLP to provide an independent audit of the finances of the Mobility Authority for the fiscal year ending on June 30, 2022, which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee approves the arrangement letter with RSM US LLP which is attached hereto as Exhibit A and authorizes the Chief Financial Officer to execute the arrangement letter on behalf of the Mobility Authority.

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March 2022.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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David Singleton  
Chairman, Audit Committee

**Exhibit A**



RSM US LLP

811 Barton Springs Rd  
Suite 550  
Austin, TX 78704

T +1 512 476 0717  
F +1 512 476 0462

[www.rsmus.com](http://www.rsmus.com)

March 22, 2022

Jose Hernandez, Chief Financial Officer  
Central Texas Regional Mobility Authority  
3300 North IH-35, Suite 300  
Austin, Texas 78704

Attention: Mr. Hernandez

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that RSM US LLP (“RSM”, “we”, “us”, or “our”) audit Central Texas Regional Mobility Authority’s (the “Authority”) business-type activities and fiduciary fund activities as of and for the year ending June 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Arrangement Letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that RSM perform the audit of the Authority as of June 30, 2022 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the “Uniform Guidance”) as well as the State of Texas Single Audit Circular and the State of Texas *Uniform Grant Management Standards* (“Texas UGMS”).

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget’s (“OMB”) Compliance Supplement and the State of Texas *Uniform Grant Management Standards*. Those standards, regulations, supplements, or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, the OMB Compliance Supplement and the State of Texas *Uniform Grant Management Standards*, and the guide, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the Audit Committee of the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance and the Texas UGMS, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving management,

employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Audit Committee of the Board of Directors is responsible for informing us of its views about the risks of fraud, waste or abuse within the Authority, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the Authority.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and

- d. Unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Texas UGMS, the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal and state awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal or state awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Audit Committee of the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Authority's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Authority's financial statements, we will also issue the following reports as needed:

1. A report on the fairness of the presentation of the Authority's schedule of expenditures of federal and state awards for the year ending June 30, 2022;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal and State Program and Report on Internal Control Over Compliance Required by the Uniform Guidance;
4. An accompanying schedule of findings and questioned costs.



### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Authority's books and records. The Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Authority personnel is described in the attached client participation list, which outlines the specific schedules and analyses that should be completed by Authority personnel, including the dates when the information should be available to us. The participation list has been discussed with and agreed to by Mary Temple, Controller. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Nonaudit Services**

In connection with our audit, you have requested us to perform certain nonaudit services:

- 1) Support in drafting of the financial statements, footnotes, required supplementary information ("RSI") and supplementary information using the management prepared trial balance, as well as its supporting schedules.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Authority, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The Authority has agreed that Mary Temple, Controller, possesses suitable skill, knowledge or experience and that the individual understands the technical review of the financial statements, footnotes, RSI and supplementary information and will coordinate any other request for nonaudit services to be performed sufficiently to oversee them. Accordingly, the management of Central Texas Regional Mobility Authority agrees to the following:

1. Central Texas Regional Mobility Authority has designated Mary Temple, Controller, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Mary Temple, Controller, will assume all management responsibilities for subject matter and scope of the audit services and support in drafting the financial statements, footnotes, and RSI;
3. The Authority will evaluate the adequacy and results of the services performed; and
4. The Authority accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Authority's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the Authority's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

### **Parties' Understandings Concerning Situation Around COVID-19**

RSM and the Authority acknowledge that, at the time of the execution of this Arrangement Letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM has restricted its employees from certain travel and onsite work, whether at a client facility or RSM facility, to

protect the health of both RSM's and its clients' employees. Accordingly, to the extent that any of the services described in this Arrangement Letter require or rely on RSM or Authority personnel to travel and/or perform work onsite, either at the Authority's or RSM's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM and the Authority acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either RSM's or Authority's sole discretion. RSM and the Authority agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. RSM and the Authority also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness or lease concessions, not already considered within the stated fees. RSM will obtain the Authority's prior written approval (email will be sufficient) for any increase in the cost of RSM services that may result from the situation surrounding COVID-19.

#### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

#### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 3% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate of \$145,000 is inclusive of the administrative fee described above, as well as in-town travel and parking.

The fee for the compliance audit will be \$8,000 per major program.

Further, based on preliminary discussions with management, we understand the Authority's financial statements will be affected by the recent Governmental Accounting Standards Board ("GASB") Statement No. 87. The additional costs for implementation of GASB Statement No. 87 will be approximately \$12,000.

The completion of our work is based upon the following criteria:

1. Anticipated cooperation from Authority personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

The Authority may request other nonroutine audit services, which to the extent allowed by our professional auditing standards and, specially, our independence standards will be billed on an hourly basis as the work progresses using a billing rate of \$150 per hour.

### **Use of Subcontractors and Third-Party Products**

From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. In addition, if necessary to perform the services requested, we may arrange for one or more of the member firms of the RSM International Network (each an "RSM International Network Firm") to provide services to you outside of the United States. Those third-party service providers, affiliates of RSM, and RSM International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." You hereby consent to us sharing your information, including Confidential Information, with our Subcontractors on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure; and (ii) an RSM International network Firm may also share with us any work product, time and billing information, or any other information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Arrangement Letter.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of RSM. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of RSM's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RSM for the Authority under this Arrangement Letter, or any documents belonging to the Authority or furnished to RSM by the Authority.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable RSM policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RSM's form. RSM reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Authority, the Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of RSM audit personnel and at a location designated by our firm.

#### **Indemnification, Limitation of Liability, and Claim Resolution**

Because RSM will rely on the Authority and its management and Audit Committee of the Board of Directors to discharge the foregoing responsibilities, the Authority agrees to indemnify, hold harmless and release RSM and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Authority's management.

**THE AUTHORITY AND RSM AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ARRANGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY RSM OR THE DATE OF THIS ARRANGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL RSM OR THE AUTHORITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE AUTHORITY TO RSM UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE AUTHORITY OF ITS PAYMENT OBLIGATIONS TO RSM UNDER THIS ARRANGEMENT LETTER.**

### **Confidentiality**

RSM and the Authority may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RSM and the Authority agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RSM is permitted to disclose the Authority's Confidential Information to RSM's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

### **Limited Disclosure of Information for Evaluating Independence**

RSM is a member of the RSM International network, a network of independent accounting firms. Each member of the RSM International network is an independent accounting and advisory firm, each of which practices in its own right. Professional standards require RSM to evaluate auditor independence, taking into consideration both RSM's services to the Authority and the Authority's affiliates, and any services to

the Authority and the Authority's affiliates performed by other member firms of RSM International. To permit RSM to comply with these independence rules, the Authority agrees that RSM may disclose to and discuss with RSM International and its member firms: (i) the name of any corporation, partnership, trust, limited liability company or other entity for whom RSM performs services; (ii) any ownership relationship between that corporation, partnership, trust, limited liability company, or other entity and any other entity; and (iii) the nature of the services that RSM performs. This information will be used solely for the purpose of evaluating the independence of RSM and other RSM International member firms.

#### **Data Protection Compliance**

Our Privacy Policy ("Privacy Policy") is located on our website at <https://rsmus.com/who-we-are/privacy-policy.html>. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Arrangement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients. Upon written request, but not more than annually during the term of this Arrangement Letter, we will deliver to you a copy of our third-party provided SOC 2 report evidencing the operating effectiveness of our Information Technology ("IT") control environment. We will also provide summaries of our IT security and disaster recovery policies and make our senior IT personnel reasonably available for discussion upon request. Our SOC 2 report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of RSM and shall be subject to the confidentiality obligations set forth in this Arrangement Letter.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by RSM and the Authority, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RSM and the Authority acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

### **Personal Information**

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the Authority or the Authority's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

In the event the services provided hereunder involve Personal Information collected in Canada, you acknowledge that we or our Subcontractors performing services hereunder on our behalf may store, transfer, and/or process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to require that appropriate protections are in place to require our Subcontractors maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such Authority-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Authority-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records

retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. We also may utilize Confidential Information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by our professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.



We agree that our association with any proposed offering is not necessary, providing the Authority agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Authority agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this [official statement] [memorandum].

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

#### **Notices**

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the Authority to RSM shall also be sent to the following address: Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

#### **Governing Law**

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law.

#### **Entire Agreement**

This Arrangement Letter constitutes the complete and exclusive statement of agreement between RSM and the Authority, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

#### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this Agreement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course

of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" [portable document format] or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

**Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

**AGREED TO AND ACKNOWLEDGED BY:**

RSM US LLP



Joel Perez, Partner

Confirmed on behalf of Central Texas Regional Mobility Authority:

\_\_\_\_\_  
Jose Hernandez, Chief Financial Officer

\_\_\_\_\_  
Date

## Report on the Firm's System of Quality Control

To the Partners of RSM US LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### ***Firm's Responsibility***

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### ***Peer Reviewer's Responsibility***

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### ***Required Selections and Considerations***

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, audits of broker-dealers and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### ***Opinion***

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

**BKD, LLP**

*BKD, LLP*

December 5, 2019



March 22, 2022

Audit Committee of the Board of Directors  
Central Texas Regional Mobility Authority  
3300 North IH-35, Suite 300  
Austin, Texas 78704

**RSM US LLP**

811 Barton Springs Rd  
Suite 550  
Austin, TX 78704  
T +1 512 476 0717  
F +1 512 476 0462  
[www.rsmus.com](http://www.rsmus.com)

Attention: Members of the Audit Committee of the Board of Directors

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Central Texas Regional Mobility Authority's (the "Authority") basic financial statements as of and for the year ending June 30, 2022.

## Communication

Effective two-way communication between our firm and the Audit Committee of the Board of Directors is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding the Authority and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the basic financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Additionally, we will communicate significant unusual transactions, matters that are difficult or contentious for which we consulted outside the engagement team, and circumstances that affect the form and content of the auditor's report. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

## Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, partners and professional employees of RSM US LLP are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING

employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by RSM US LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

## **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your business functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of your business objectives, strategies, risks and performance.

As part of obtaining an understanding of your business and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the basic financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

## **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the basic financial statements; and forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the basic financial statements. We establish performance materiality at an amount less than materiality for the basic financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements, as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

## **Significant Risks of Material Misstatement**

Our audit of the basic financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified and assessed risk of material misstatement that, in our professional judgment, requires special audit consideration. As part of our initial risk assessment procedures, we identified the following risks as significant risks. Additional significant risks may be identified as we perform additional audit procedures.

Risk Name	Risk Description	Planned Response
Management override of controls	Risk of fraud and material misstatement due to management override of controls	RSM US LLP will update our understanding of the internal controls environment over financial reporting, and processing of journal entries. We will design procedures for the testing of journal entries and other adjustments; test the general ledger for completeness, perform inquiries about the risk of fraud.
Fraudulent revenue recognition	The risk that revenue could be fraudulently recorded, resulting in material misstatement	RSM US LLP will design procedures to address the revenue recognition process which will include test of details combined with analytical procedures over revenue.

### Our Approach to Internal Control Relevant to the Audit

Our audit of the basic financial statements will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing and extent of audit procedures to be performed. A financial statement audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of Authority's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

As needed, we will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal control. Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal controls and performing tests of internal control consistent with the requirements of *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act, and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance), as well as the State of Texas Single Audit Circular and the State of Texas *Uniform Grant Management Standards* (Texas UGMS).

As needed, we will issue reports on compliance with laws, statutes, regulations, and the terms and conditions of federal awards. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questions costs of which we become aware, consistent with the requirements of the standards identified above.

### Timing of the Audit

Preliminary audit work took place May 2022, and we have scheduled field work during August through September 2022. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Members of the Audit Committee of the Board of Directors  
Central Texas Regional Mobility Authority  
March 22, 2022  
Page 4

## Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the Authority.

This communication is intended solely for the information and use of the Audit Committee of the Board of Directors and is not intended to be, and should not be, used by anyone other than this specified party.

RSM US LLP

*RSM US LLP*



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 2022  
**AGENDA ITEM #7**

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Accept the financial statements for  
February 2022

Strategic Plan Relevance: Regional Mobility  
Department: Finance  
Contact: Jose A. Hernandez, 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 February 2022.

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

**Financing:** N/A

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

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



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

**RESOLUTION NO. 22-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR FEBRUARY 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 February 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 February 2022, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30<sup>th</sup> day of March 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 February 28, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	105,220,500	74,590,088	70.89%	47,553,178
Video Tolls	31,433,500	29,646,033	94.31%	13,914,342
Fee Revenue	13,921,000	9,098,453	65.36%	6,521,265
<b>Total Operating Revenue</b>	<b>150,575,000</b>	<b>113,334,574</b>	<b>75.27%</b>	<b>67,988,785</b>
<b>Other Revenue</b>				
Interest Income	1,230,764	765,032	62.16%	343,152
Grant Revenue	2,180,000	553,991	25.41%	824,586
Misc Revenue	320,000	148,817	46.51%	78,560
Gain/Loss on Sale of Asset	-	6,568	-	-
<b>Total Other Revenue</b>	<b>3,730,764</b>	<b>1,474,407</b>	<b>39.52%</b>	<b>1,246,298</b>
<b>TOTAL REVENUE</b>	<b>\$154,305,764</b>	<b>\$114,808,982</b>	<b>74.40%</b>	<b>69,235,083</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	4,940,743	2,506,277	50.73%	2,946,070
Salary Reserve	80,000	-	-	-
TCDRS	1,016,106	510,893	50.28%	421,345
FICA	238,665	121,503	50.91%	125,008
FICA MED	74,643	37,416	50.13%	45,527
Health Insurance Expense	584,978	260,900	44.60%	304,882
Life Insurance Expense	6,714	4,070	60.61%	7,174
Auto Allowance Expense	10,200	6,375	62.50%	5,525
Other Benefits	209,200	113,337	54.18%	150,995
Unemployment Taxes	5,184	11,461	221.09%	4,975
<b>Total Salaries and Benefits</b>	<b>7,166,434</b>	<b>3,572,232</b>	<b>49.85%</b>	<b>4,011,501</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	9,000	5,581	62.02%	6,522
Auditing	144,550	100,975	69.85%	91,475
Financial Advisors	-	16,200	-	-
Human Resources	30,000	14,599	48.66%	1,956
IT Services	285,000	90,960	31.92%	151,516
Internet	450	-	-	-
Software Licenses	514,500	291,921	56.74%	214,937
Cell Phones	24,800	13,263	53.48%	13,269
Local Telephone Service	105,000	59,218	56.40%	59,386
Overnight Delivery Services	200	57	28.46%	49
Local Delivery Services	50	-	-	12
Copy Machine	16,000	8,904	55.65%	10,176
Repair & Maintenance-General	10,000	2,273	22.73%	2,557
Meeting Expense	13,250	720	5.44%	1,465
Toll Tag Expense	3,000	1,520	50.67%	1,000
Parking / Local Ride Share	2,750	-	-	29
Mileage Reimbursement	4,800	117	2.44%	112
Insurance Expense	651,000	367,602	56.47%	333,704
Rent Expense	575,000	398,410	69.29%	377,525
Building Parking	11,000	576	5.24%	122
Legal Services	312,500	212,295	67.93%	106,447
<b>Total Administrative and Office Expenses</b>	<b>2,712,850</b>	<b>1,585,192</b>	<b>58.43%</b>	<b>1,372,258</b>
<b>Office Supplies</b>				
Books & Publications	4,250	2,413	56.77%	2,266
Office Supplies	11,000	1,101	10.01%	3,553
Misc Office Equipment	4,500	732	16.28%	101
Computer Supplies	186,950	33,574	17.96%	38,182
Copy Supplies	1,500	-	-	93
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	5,000	171	3.42%	139
Postage Expense	650	464	71.36%	441
<b>Total Office Supplies</b>	<b>218,850</b>	<b>38,455</b>	<b>17.57%</b>	<b>44,775</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2022**

	Budget Amount FY 2022	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	100,000	37,073	37.07%	25,415
Research Services	275,000	10,109	3.68%	84,003
Communications and Marketing	500,000	12,827	2.57%	72,057
Advertising Expense	800,000	139,902	17.49%	132,042
Direct Mail	85,000	-	-	-
Video Production	179,000	8,820	4.93%	11,520
Photography	10,000	199	1.99%	-
Radio	75,000	-	-	-
Other Public Relations	-	-	-	10,576
Promotional Items	10,000	-	-	1,260
Annual Report printing	5,600	780	13.92%	553
Direct Mail Printing	40,000	-	-	770
Other Communication Expenses	15,000	12,475	83.17%	2,222
<b>Total Communications and Public Relations</b>	<b>2,169,600</b>	<b>222,184</b>	<b>10.24%</b>	<b>340,418</b>
<b>Employee Development</b>				
Subscriptions	50,560	123	0.24%	1,192
Agency Memberships	57,942	36,475	62.95%	39,886
Continuing Education	11,000	1,354	12.31%	275
Professional Development	14,000	240	1.71%	-
Other Licenses	1,850	554	29.94%	758
Seminars and Conferences	45,500	5,928	13.03%	(7,029)
Travel	89,500	8,567	9.57%	-
<b>Total Employee Development</b>	<b>270,352</b>	<b>53,241</b>	<b>19.69%</b>	<b>35,082</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	60,000	44,538	74.23%	41,600
Bank Fee Expense	2,000	2,370	118.51%	404
Continuing Disclosure	4,000	6,184	154.59%	3,500
Arbitrage Rebate Calculation	10,000	13,967	139.67%	9,975
Rating Agency Expense	50,000	12,000	24.00%	24,500
<b>Total Financing and Banking Fees</b>	<b>126,000</b>	<b>79,058</b>	<b>62.74%</b>	<b>79,979</b>
<b>Total Administrative</b>	<b>5,497,652</b>	<b>1,978,130</b>	<b>35.98%</b>	<b>1,872,512</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2022**

	Budget Amount FY 2022	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	521,829	359,790	68.95%	375,913
GEC-Financial Planning Support	243,804	137,895	56.56%	96,462
GEC-Toll Ops Support	1,314,155	525,855	40.01%	121,632
GEC-Roadway Ops Support	1,186,339	649,501	54.75%	438,488
GEC-Technology Support	1,438,856	318,741	22.15%	510,752
GEC-Public Information Support	-	120,194	-	32,575
GEC-General Support	1,473,429	600,329	40.74%	371,748
General System Consultant	1,653,940	631,159	38.16%	223,843
Traffic Modeling	67,000	24,853	37.09%	33,493
Traffic and Revenue Consultant	175,000	314,746	179.85%	101,600
<b>Total Operations and Maintenance Consulting</b>	<b>8,074,352</b>	<b>3,683,062</b>	<b>45.61%</b>	<b>2,306,504</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	4,487,800	1,660,896	37.01%	1,700,931
Landscape Maintenance	2,302,400	599,268	26.03%	1,190,790
Signal & Illumination Maint	50,000	-	-	-
Maintenance Supplies-Roadway	350,000	69,784	19.94%	69,880
Tools & Equipment Expense	25,000	143	0.57%	2,349
Gasoline	30,000	9,326	31.09%	6,649
Repair & Maintenance - Vehicles	10,000	2,923	29.23%	3,823
Natural Gas	2,500	3,217	128.67%	1,679
Electricity - Roadways	250,000	118,247	47.30%	108,174
<b>Total Roadway Operations and Maintenance</b>	<b>7,507,700</b>	<b>2,463,804</b>	<b>32.82%</b>	<b>3,084,276</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	3,000,000	2,187,592	72.92%	1,088,396
Tag Collection Fees	6,041,000	5,768,305	95.49%	3,770,455
Court Enforcement Costs	75,000	-	-	-
DMV Lookup Fees	250	-	-	-
<b>Total Processing and Collection Expense</b>	<b>9,116,250</b>	<b>7,955,896</b>	<b>87.27%</b>	<b>4,858,851</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	3,000	-	-	1,409
Fire and Burglar Alarm	500	370	74.02%	247
Refuse	2,200	1,110	50.48%	1,032
Water - Irrigation	7,500	3,599	47.99%	2,807
Electricity	500	437	87.36%	440
ETC spare parts expense	50,000	(33,850)	-67.70%	-
Repair & Maintenance Toll Equip	75,000	5,197	6.93%	-
Law Enforcement	450,000	252,101	56.02%	100,752
ETC Maintenance Contract	5,390,000	2,559,096	47.48%	2,075,269
ETC Toll Management Center System Operation	642,852	382,327	59.47%	262,473
ETC Development	1,140,000	265,516	23.29%	639,646
ETC Testing	200,000	-	-	1,687
<b>Total Toll Operations Expense</b>	<b>7,961,552</b>	<b>3,435,905</b>	<b>43.16%</b>	<b>3,085,761</b>
<b>Total Operations and Maintenance</b>	<b>32,659,854</b>	<b>17,538,667</b>	<b>53.70%</b>	<b>13,335,392</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	148,000	98,553	66.59%	12,319
Special Projects	150,000	-	-	28,662
71 Express Net Revenue Payment	4,000,000	2,735,391	68.38%	2,066,921
Technology Initiatives	185,000	41,395	22.38%	114,083
Other Contractual Svcs	370,000	130,500	35.27%	331,514
Contingency	300,000	-	-	20,000
<b>Total Special Projects and Contingencies</b>	<b>5,153,000</b>	<b>3,005,838</b>	<b>58.33%</b>	<b>2,573,499</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending February 28, 2022**

	Budget Amount FY 2022	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	1,125,000	932,742	82.91%	603,333
Amort Expense - Refund Savings	2,715,425	5,930,174	218.39%	1,348,189
Dep Exp - Furniture & Fixtures	2,614	1,742	66.66%	1,742
Dep Expense - Equipment	2,500	1,667	66.67%	1,667
Dep Expense - Autos & Trucks	43,085	19,095	44.32%	26,239
Dep Expense - Buildng & Toll Fac	176,748	117,832	66.67%	117,832
Dep Expense - Highways & Bridges	49,342,469	33,747,696	68.39%	23,189,558
Dep Expense - Toll Equipment	4,060,300	2,716,289	66.90%	2,438,554
Dep Expense - Signs	1,202,171	677,714	56.37%	677,714
Dep Expense - Land Improvements	1,163,209	589,956	50.72%	589,956
Depreciation Expense - Computers	192,000	126,054	65.65%	128,337
Undevelopable Projects	-	-	-	4,468,748
<b>Total Non Cash Expenses</b>	<b>60,025,522</b>	<b>44,860,960</b>	<b>74.74%</b>	<b>33,591,869</b>
<b>Total Other Expenses</b>	<b>65,178,522</b>	<b>47,866,799</b>	<b>73.44%</b>	<b>36,165,368</b>
<b>Non Operating Expenses</b>				
Bond Issuance Expense	1,227,474	4,758,594	387.67%	3,598,802
Loan Fee Expense	50,000	14,500	29.00%	28,000
Interest Expense	83,789,516	52,957,545	63.20%	28,866,072
Community Initiatives	57,500	47,670	82.90%	62,050
<b>Total Non Operating Expenses</b>	<b>85,124,490</b>	<b>57,778,309</b>	<b>67.88%</b>	<b>32,554,924</b>
<b>TOTAL EXPENSES</b>	<b>\$195,626,952</b>	<b>\$128,734,137</b>	<b>65.81%</b>	<b>\$87,939,696</b>
<b>Net Income</b>	<b>(\$41,321,188)</b>	<b>(\$13,925,155)</b>		<b>(18,704,613)</b>



**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 28, 2022**

	as of 02/28/2022		as of 02/28/2021	
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Cash</b>				
Regions Operating Account	\$ 1,045,192		\$ 555,367	
Cash in TexStar	540,261		1,640,180	
Regions Payroll Account	119,559		77,782	
<b>Restricted Cash</b>				
Goldman Sachs FSGF 465	622,315,718		422,551,462	
Restricted Cash - TexSTAR	13,424,268		282,501,452	
Overpayments account	620,077		719,429	
<b>Total Cash and Cash Equivalents</b>		<u>638,065,076</u>		<u>708,045,672</u>
<b>Accounts Receivable</b>				
Accounts Receivable	2,770,089		2,770,089	
Due From Other Agencies	63,372		82,715	
Due From TTA	5,189,766		4,814,836	
Due From NTTA	1,107,837		542,830	
Due From HCTRA	1,484,193		570,842	
Due From TxDOT	250,374		159,135	
Interest Receivable	2,816,025		97,930	
<b>Total Receivables</b>		<u>13,681,656</u>		<u>9,038,375</u>
<b>Short Term Investments</b>				
Treasuries	317,060,639		-	
Agencies	168,946,948		-	
<b>Total Short Term Investments</b>		<u>486,007,587</u>		<u>-</u>
<b>Total Current Assets</b>		<u>1,137,754,319</u>		<u>717,084,047</u>
<b>Total Construction in Progress</b>		253,081,888		671,922,059
<b>Fixed Assets (Net of Depreciation and Amortization)</b>				
Computers	161,534		350,615	
Computer Software	1,747,795		2,800,279	
Furniture and Fixtures	3,049		5,663	
Equipment	10,457		2,957	
Autos and Trucks	111,666		47,179	
Buildings and Toll Facilities	4,475,934		4,652,682	
Highways and Bridges	1,732,446,490		1,170,372,765	
Toll Equipment	19,780,178		20,434,694	
Signs	13,199,492		13,796,565	
Land Improvements	6,494,247		7,379,181	
Right of way	88,149,606		88,149,606	
Leasehold Improvements	60,092		106,235	
<b>Total Fixed Assets</b>		<u>1,866,640,540</u>		<u>1,308,098,421</u>
<b>Other Assets</b>				
Intangible Assets-Net	172,553,746		136,428,806	
2005 Bond Insurance Costs	3,505,094		3,718,602	
Prepaid Insurance	298,814		318,623	
Deferred Outflows (pension related)	637,414		198,767	
Pension Asset	591,247		896,834	
<b>Total Other Assets</b>		<u>177,586,315</u>		<u>141,561,632</u>
<b>Total Assets</b>		<u><u>\$ 3,435,063,062</u></u>		<u><u>\$ 2,838,666,159</u></u>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of February 28, 2022**

	as of 02/28/2022		as of 02/28/2021	
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts Payable	\$	35,094,214	\$	6,806,576
Construction Payable		6,169,533		16,980,846
Overpayments		623,474		722,663
Interest Payable		26,352,619		14,234,936
Due to other Funds		-		1,687,633
TCDRS Payable		74,315		61,335
Due to other Agencies		1,034		6,938
Due to TTA		735,455		1,705,055
Due to NTTA		92,053		38,773
Due to HCTRA		105,324		41,471
Due to Other Entities		775,200		2,591,551
71E TxDOT Obligation - ST		4,259,082		3,335,522
<b>Total Current Liabilities</b>			<b>74,282,303</b>	<b>48,213,299</b>
<b>Long Term Liabilities</b>				
Compensated Absences		283,554		372,715
Deferred Inflows (pension related)		109,052		164,402
<b>Long Term Payables</b>			<b>392,606</b>	<b>537,118</b>
<b>Bonds Payable</b>				
<b>Senior Lien Revenue Bonds:</b>				
Senior Lien Revenue Bonds 2010		85,464,368		79,322,337
Senior Lien Revenue Bonds 2011		18,456,206		18,188,977
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		-
Senior Lien Refunding Bonds 2021D		274,625,000		-
Senior Lien Refunding Bonds 2021E		335,610,000		-
Sn Lien Rev Bnd Prem/Disc 2013		1,490,931		3,280,049
Sn Lien Revenue Bnd Prem 2015		-		17,586,669
Senior Lien Premium 2016 Revenue Bonds		7,893,839		40,283,013
Sn Lien Revenue Bond Premium 2018		3,238,649		3,505,222
Senior Lien Revenue Bond Premium 2020A		11,391,077		11,575,857
Senior Lien Refunding Bond Premium 2020B		11,950,014		12,485,090
Senior Lien Revenue Bonds Premium 2020E		26,427,718		28,046,895
Senior Lien Revenue Bonds Premium 2021B		53,631,340		-
Senior Lien Refunding Bonds Premium 2021D		44,911,968		-
<b>Total Senior Lien Revenue Bonds</b>			<b>1,670,236,109</b>	<b>1,324,849,108</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		-
Sub Refunding 2013 Prem/Disc		318,123		699,871
Sub Refunding 2016 Prem/Disc		6,064,300		6,894,399
Sub Lien BANS 2018 Premium		-		440,944
Subordinated Lien BANs 2020F Premium		11,341,450		15,344,315
Subordinated Lien Refunding Bonds Premium 2020G		7,302,877		7,706,849
Sub Lien BANS 2021C Premium		36,789,774		-
<b>Total Sub Lien Revenue Bonds</b>			<b>652,356,524</b>	<b>427,631,377</b>

**Central Texas Regional Mobility Authority  
Balance Sheet  
as of February 28, 2022**

	as of 02/28/2022	as of 02/28/2021
<b>Other Obligations</b>		
TIFIA Note 2021	307,922,386	302,980,387
71E TxDOT Obligation - LT	57,263,411	60,728,211
Regions 2017 MoPAC Note	<u>24,990,900</u>	<u>24,990,900</u>
<b>Total Other Obligations</b>	<u>390,176,697</u>	<u>388,699,498</u>
<b>Total Long Term Liabilities</b>	<u>2,713,161,936</u>	<u>2,141,717,100</u>
<b>Total Liabilities</b>	<u><b>2,787,444,238</b></u>	<u><b>2,189,930,399</b></u>
	<b>NET ASSETS</b>	
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	545,082,240	545,977,659
Current Year Operations	<u>(18,925,520)</u>	<u>(18,704,003)</u>
<b>Total Net Assets</b>	<u><b>647,618,824</b></u>	<u><b>648,735,760</b></u>
<b>Total Liabilities and Net Assets</b>	<u><b>\$ 3,435,063,062</b></u>	<u><b>\$ 2,838,666,159</b></u>

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

**Cash flows from operating activities:**

Receipts from toll revenues	\$	110,762,304
Receipts from interest income		145,804
Payments to vendors		(31,229,808)
Payments to employees		(3,687,559)
Net cash flows provided by (used in) operating activities		75,990,741

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

2018 BAN Redemption		(5,957,859)
Bond Refunding		110,441,743
Issuance Expense		(4,758,594)
Payments on bonds		(297,190,710)
Interest payments		(73,748,600)
Acquisition of capital assets - non project		(84,661)
Acquisitions of construction in progress		(123,046,476)
Net cash flows provided by (used in) capital and related financing activities		(394,345,157)

**Cash flows from investing activities:**

Interest Receivable		(1,324,246)
Interest income		2,617,782
Purchase of investments		(300,518,972)
Proceeds from sale or maturity of investments		234,652,418
Net cash flows provided by (used in) investing activities		(63,248,772)
Net increase (decrease) in cash and cash equivalents		(381,603,187)
Cash and cash equivalents at beginning of period		1,019,668,263
Cash and cash equivalents at end of period	\$	638,065,076

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

Operating income	\$	37,733,432
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		39,863,529
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(2,473,080)
(Increase) decrease in prepaid expenses and other assets		(123,869)
(Decrease) increase in accounts payable		1,085,009
Increase (decrease) in accrued expenses		(97,938)
(Increase) in deferred outflows of resources		3,660
Total adjustments		38,257,309
Net cash flows provided by (used in) operating activities	\$	75,990,741

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$	80,089,306
Restricted cash and cash equivalents		557,975,770
Total	\$	638,065,076

**INVESTMENTS by FUND**

		Balance February 28, 2022		
Renewal & Replacement Fund				
TexSTAR	1,794.27			13,964,529.64
Goldman Sachs	112,137.51			614,922,896.55
Agencies/ Treasuries		113,931.78		486,010,999.13
Grant Fund				\$ 1,114,898,425.32
TexSTAR	454,627.68			
Goldman Sachs	7,183,346.07			
Agencies/ Treasuries	2,444,915.18	10,082,888.93		
<b>Senior Debt Service Reserve Fund</b>				
TexSTAR	728,269.51			
Goldman Sachs	23,435,394.03			
Agencies/ Treasuries	83,262,100.79	107,425,764.33		
2010 Senior Lien Debt Service Account				
Goldman Sachs	60,651.87	60,651.87		
2011 Sr Debt Service Accountt				
Goldman Sachs	621,865.32	621,865.32		
2013 Sr Debt Service Accountt				
Goldman Sachs	608,379.41	608,379.41		
2013 Sub Debt Service Account				
Goldman Sachs	477,151.69	477,151.69		
<b>2013 Sub Debt Service Reserve Fund</b>				
Goldman Sachs	123.27	780,898.42		
TexSTAR	780,775.15			
2015 Sr Debt Service Account				
Goldman Sachs	4,730,832.48	4,730,832.48		
2015 Sr Capitalized Interest				
Goldman Sachs	-	-		
TexSTAR	-			
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	2,681,160.65	2,681,160.65		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	743,570.37	743,570.37		
<b>2016 Sub Lien Rev Refunding DSR</b>				
Goldman Sachs	3,554,002.53			
Agencies/ Treasuries	3,418,466.90	6,972,469.43		
Operating Fund				
TexSTAR	540,261.46			
TexSTAR-Trustee	8,402,960.62			
Goldman Sachs	1,526,135.54	10,469,357.62		
Revenue Fund				
Goldman Sachs	7,489,981.34	7,489,981.34		
General Fund				
TexSTAR	880,159.35			
Goldman Sachs	43,560,320.54			
Agencies/ Treasuries	63,841,021.14	108,281,501.03		
71E Revenue Fund				
Goldman Sachs	22,305,397.70	22,305,397.70		
MoPac Revenue Fund				
Goldman Sachs	-	0.00		
MoPac General Fund				
Goldman Sachs	1,911,947.44	1,911,947.44		
MoPac Operating Fund				
Goldman Sachs	2,437,407.74	2,437,407.74		
MoPac Loan Repayment Fund				
Goldman Sachs	6,271,459.78	6,271,459.78		
2015B Project Account				
Goldman Sachs	41,981,287.11			
TexSTAR	349,944.74	42,331,231.85		
2015 TIFIA Project Account				
Goldman Sachs	42,728,237.65			
TexSTAR	695,220.53			
Agencies/ Treasuries	-	43,423,458.18		
2011 Sr Financial Assistance Fund				
Goldman Sachs	3,961,184.16	4,159,841.93		
TexSTAR	198,657.77			
2018 Sr Lien Project Cap I				
Goldman Sachs	1,306,464.42	1,306,464.42		
2018 Sr Lien Project Account				
Goldman Sachs	11,780,382.70			
TexSTAR	931,858.56	12,712,241.26		
2020A Senior Lien Debt Service Account				
Goldman Sachs	418,934.64	418,934.64		
2020 SH 45SW Project Account				
Goldman Sachs	663,356.81	663,356.81		
2020B Senior Lien Debt Service Account				
Goldman Sachs	553,739.25	553,739.25		
2020C Senior Lien Debt Service Account				
Goldman Sachs	629,945.70	629,945.70		
2020D Sub Lien Debt Service Account				
Goldman Sachs	684,843.20	684,843.20		
<b>2020D Sub Debt Service Reserve Fund</b>				
Goldman Sachs	4,186,786.90			
Agencies/ Treasuries	3,907,176.99	8,093,963.89		
2020E Senior Lien Project Account				
Goldman Sachs	51,662,112.10			
Agencies/ Treasuries	99,241,743.05	150,903,855.15		
2020E Senior Lien Project Cap Interest				
Goldman Sachs	25,421,153.74	25,421,153.74		
2020F Sub Lien Project Account				
Goldman Sachs	18,514,285.72			
Agencies/ Treasuries	29,305,079.23	47,819,364.95		
2020F Sub Lien Deb Service Account				
Goldman Sachs	924,089.88	924,089.88		
2020G Sub Lien Debt Service Account				
Goldman Sachs	425,493.89	425,493.89		
<b>2020G Sub Lien Debt Service Reserve Account</b>				
Goldman Sachs	2,072,754.87	2,072,754.87		
<b>2021A Sub Lien Debt Service Reserve Account</b>				
Goldman Sachs	7,736,398.04	7,736,398.04	25,656,484.65	
2021A Sub Debt Service Account				
Goldman Sachs	95.77	95.77		
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	51,836,653.91	51,836,653.91		
2021B Senior Lien Project Account				
Goldman Sachs	130,343,131.65			
Agencies/ Treasuries	99,996,530.92	230,339,662.57		
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	1,336.43	1,336.43		
2021C Sub Lien Project Account				
Goldman Sachs	81,266,702.55			
Agencies/ Treasuries	100,593,964.93	181,860,667.48		
2021C Sub Lien Debt Service Account				
Goldman Sachs	2,034,442.62	2,034,442.62		
2021D Senior Lien Debt Service Account				
Goldman Sachs	1,948,835.25	1,948,835.25		
2021E Senior Lien Debt Service Account				
Goldman Sachs	2,128,982.31	2,128,982.31		
		\$ 1,114,898,425.32		

CTRMA INVESTMENT REPORT

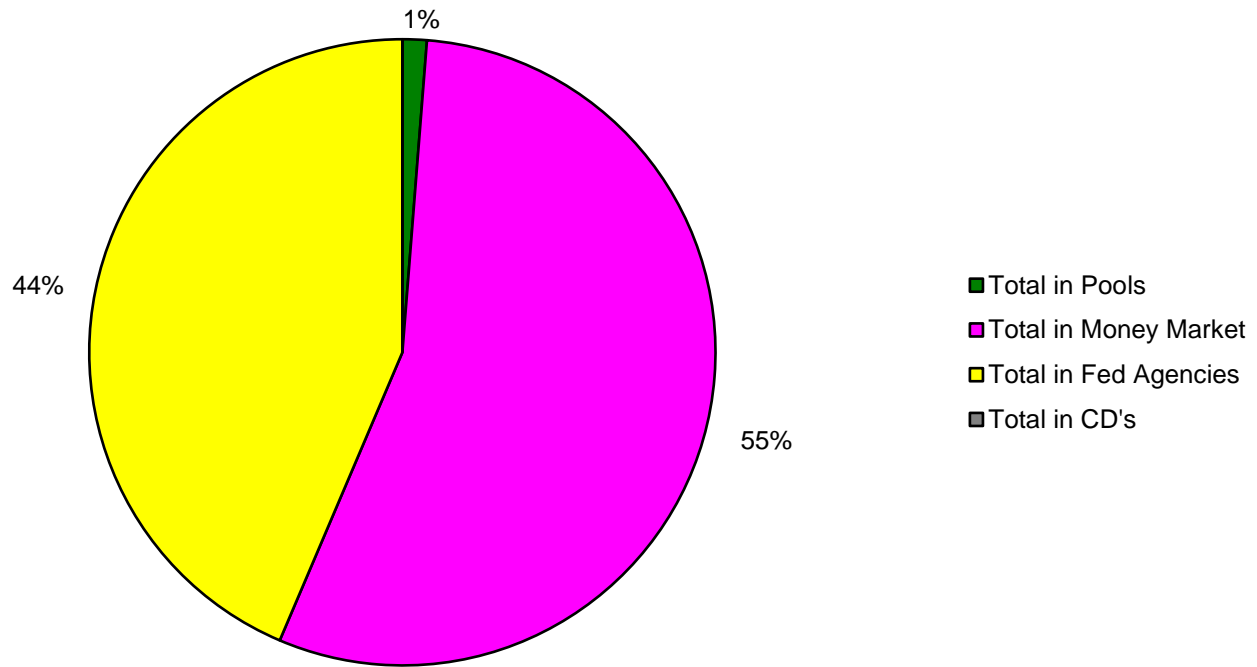
	Month Ending 2/28/2022					Rate February	
	Balance 2/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 2/28/2022
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	198,656.25			1.52		198,657.77	0.0104%
2013 Sub Lien Debt Service Reserve General Fund	780,768.98 880,152.37			6.17 6.98		780,775.15 880,159.35	0.0104%
Trustee Operating Fund	7,402,901.34	3,000,000.00		59.28	2,000,000.00	8,402,960.62	0.0104%
Renewal and Replacement Grant Fund	1,794.27 454,624.12			0.00 3.56		1,794.27 454,627.68	0.0104%
Senior Lien Debt Service Reserve Fund	728,263.70			5.81		728,269.51	0.0104%
2015B Sr Ln Project	349,941.90			2.84		349,944.74	0.0104%
2015C TIFIA Project	695,215.00			5.53		695,220.53	0.0104%
2018 Sr Lien Project Account	931,851.06			7.50		931,858.56	0.0104%
	12,424,168.99	3,000,000.00		99.19	2,000,000.00	13,424,268.18	
<b>Amount in TexStar Operating Fund</b>							
	540,256.59	2,000,000.00		4.87	2,000,000.00	540,261.46	0.0104%
<b>Goldman Sachs</b>							
Operating Fund	1,476,681.75	3,052,318.30		33.36	3,002,897.87	1,526,135.54	0.0300%
2020 SH 45SW Project Account	769,440.39			17.06	106,100.64	663,356.81	0.0300%
2020A Senior Lien Debt Service Account	209,507.17	209,423.57		3.90		418,934.64	0.0300%
2020B Senior Lien Debt Service Account	276,942.07	276,791.59		5.59		553,739.25	0.0300%
2020C Senior Lien Debt Service Account	315,032.77	314,907.07		5.86		629,945.70	0.0300%
2020D Sub Lien Debt Service Account	342,523.36	342,312.67		7.17		684,843.20	0.0300%
2020D Sub Debt Service Reserve Fund	4,186,694.10			92.80		4,186,786.90	0.0300%
2020E Sr Lien Project Account	51,660,967.04			1,145.06		51,662,112.10	0.0300%
2020E Sr Ln Project Cap Interest	25,420,584.98			568.76		25,421,153.74	0.0300%
2020F Sub Lien Project Account	22,150,743.92			517.76	3,636,975.96	18,514,285.72	0.0300%
2020F Sub Lien Debt Service Account	462,132.86	461,948.43		8.59		924,089.88	0.0300%
2020G Sub Lien Debt Service Account	212,787.41	212,702.52		3.96		425,493.89	0.0300%
2020G Sub Debt Service Reserve Fund	1,976,848.69	95,863.53		42.65		2,072,754.87	0.0300%
2021A Sub Debt Service Reserve Fund	7,188,458.04	547,787.33		152.67		7,736,398.04	0.0300%
2021A Sub Debt Service Account	95.77			0.00		95.77	0.0300%
2021B Senior Lien Cap I Project Fund	51,835,496.59			1,157.32		51,836,653.91	0.0300%
2021B Senior Lien Project Account	130,343,124.92			2,889.28	2,882.55	130,343,131.65	0.0300%
2021C Sub Lien Cap I Project Fund	1,327.67			8.76		1,336.43	0.0300%
2021C Sub Lien Project Account	86,094,039.96			1,911.14	4,829,248.55	81,266,702.55	0.0300%
2021C Sub Lien Debt Service Account	1,017,216.22	1,017,216.22		10.18		2,034,442.62	0.0300%
2021D Senior Lien Debt Service Account	974,434.50	974,388.10		12.65		1,948,835.25	0.0300%
2021E Senior Lien Debt Service Account	1,064,560.09	1,064,401.67		20.55		2,128,982.31	0.0300%
2011 Sr Financial Assistance Fund	3,961,095.81			88.35		3,961,184.16	0.0300%
2010 Senior DSF	60,650.53			1.34		60,651.87	0.0300%
2011 Senior Lien Debt Service Account	311,047.03	310,813.91		4.38		621,865.32	0.0300%
2013 Senior Lien Debt Service Account	304,369.94	304,001.01		8.46		608,379.41	0.0300%
2013 Sub Debt Service Reserve Fund	123.27			0.00		123.27	0.0300%
2013 Subordinate Debt Service Account	238,775.48	238,369.91		6.30		477,151.69	0.0300%
2015A Sr Lien Debt Service Account	4,730,727.27			105.21		4,730,832.48	0.0300%
2015B Project Account	41,980,356.62			930.49		41,981,287.11	0.0300%
2015C TIFIA Project Account	43,254,675.08			975.03	527,412.46	42,728,237.65	0.0300%
2016 Sr Lien Rev Refunding Debt Service Account	1,534,774.52	1,146,348.85		37.28		2,681,160.65	0.0300%
2016 Sub Lien Rev Refunding Debt Service Account	371,859.23	371,704.41		6.73		743,570.37	0.0300%
2016 Sub Lien Rev Refunding DSR	3,553,923.76			78.77		3,554,002.53	0.0300%
2018 Sr Lien Project Cap I	1,306,433.88			30.54		1,306,464.42	0.0300%
2018 Sr Lien Project Account	11,893,260.40			263.26	113,140.96	11,780,382.70	0.0300%
Grant Fund	7,183,186.85			159.22		7,183,346.07	0.0300%
Renewal and Replacement	130,150.59			3.30	18,016.38	112,137.51	0.0300%
Revenue Fund	6,302,840.94	13,783,952.22		143.88	12,596,955.70	7,489,981.34	0.0300%
General Fund	43,693,051.93	33,522.32		946.66	167,200.37	43,560,320.54	0.0300%
Senior Lien Debt Service Reserve Fund	23,434,874.60			519.43		23,435,394.03	0.0300%
71E Revenue Fund	21,608,273.52	817,769.30		468.06	121,113.18	22,305,397.70	0.0300%
MoPac Revenue Fund	68,835.39	427,730.35		18.21	496,583.95	0.00	0.0300%
MoPac General Fund	3,595,503.03			88.69	1,683,644.28	1,911,947.44	0.0300%
MoPac Operating Fund	2,670,792.45	6,053.38		61.99	239,500.08	2,437,407.74	0.0300%
MoPac Loan Repayment Fund	4,191,364.21	2,106,245.55		56.71	26,206.69	6,271,459.78	0.0300%
	614,360,586.60	28,116,572.21		13,617.36	27,567,879.62	614,922,896.55	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	486,536,769.84		(525,770.71)	0.00		486,010,999.13	
	486,536,769.84	0.00	(525,770.71)	0.00	0.00	486,010,999.13	
<b>Certificates of Deposit</b>							
Total in Pools	12,964,425.58	5,000,000.00		104.06	4,000,000.00	13,964,529.64	
Total in GS FSGF	614,360,586.60	28,116,572.21		13,617.36	27,567,879.62	614,922,896.55	
Total in Fed Agencies and Treasuries	486,536,769.84	0.00	(525,770.71)	0.00	0.00	486,010,999.13	
<b>Total Invested</b>	<b>1,113,861,782.02</b>	<b>33,116,572.21</b>		<b>13,721.42</b>	<b>31,567,879.62</b>	<b>1,114,898,425.32</b>	

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, Contoller

2/28/2022

## Allocation of Funds



Amount of Investments As of February 28, 2022

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Treasury	912828J76B	3,969,623.85	3,907,176.99	3,906,532.94	0.9787%	3/9/2021	3/31/2022	2020D Sub DSR
Treasury	912828J76	3,473,102.91	3,418,466.90	3,417,903.42	0.9787%	3/9/2021	3/31/2022	2016 Sub DSR
Treasury	912828J76E	80,375,344.30	79,110,945.36	79,097,904.84	0.9787%	3/9/2021	3/31/2022	2020E Sr Project
Treasury	912828J76D	74,433,372.42	73,262,447.70	73,250,371.24	0.9787%	3/9/2021	3/31/2022	Sr Lien DSR
Treasury	912828J76A	29,773,450.70	29,305,079.23	29,300,248.63	0.9787%	3/9/2021	3/31/2022	2020F Sub Project
Treasury	912828J76C	49,622,078.65	48,841,464.89	48,833,413.95	0.9787%	3/9/2021	3/31/2022	General Fund
Treasury	912828XW5	79,783,880.00	79,215,057.78	79,080,553.20	0.0529%	9/24/2021	6/30/2022	2021C Sr Project
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	14,999,556.25	14,999,250.00	0.0360%	9/24/2021	3/23/2022	General Fund
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	20,130,797.69	20,092,000.00	0.0550%	9/24/2021	6/10/2022	2020E Sr Project
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	21,378,907.15	21,337,704.00	0.0550%	9/24/2021	6/10/2022	2021C Sub Project
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	2,444,915.18	2,438,594.10	0.0076%	9/24/2021	9/21/2022	Grant Fund
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	9,999,653.09	9,973,800.00	0.0076%	9/24/2021	9/21/2022	Sr Lien DSR
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	99,996,530.92	99,738,000.00	0.0076%	9/24/2021	9/21/2022	2021B Sr Project
		<u>490,713,339.11</u>	<u>486,010,999.13</u>	<u>485,466,276.32</u>				

Agency	CUSIP #	COST	Cummulative Amortization	Book Value	Maturity Value	Interest Income		
						Accrued Interest	Amortization	Interest Earned
Treasury	912828J76B	3,969,623.85	(62,446.86)	3,907,176.99	3,901,500.00	5,689.69	(5,676.99)	12.70
Treasury	912828J76	3,473,102.91	(54,636.00)	3,418,466.91	3,413,500.00	4,978.02	(4,966.91)	11.11
Treasury	912828J76E	80,375,344.30	(1,264,398.94)	79,110,945.36	78,996,000.00	115,202.50	(114,945.36)	257.14
Treasury	912828J76D	74,433,372.42	(1,170,924.72)	73,262,447.70	73,156,000.00	106,685.83	(106,447.70)	238.13
Treasury	912828J76A	29,773,450.70	(468,371.47)	29,305,079.23	29,262,500.00	42,674.48	(42,579.22)	95.26
Treasury	912828J76C	49,622,078.65	(780,613.76)	48,841,464.89	48,770,500.00	71,123.65	(70,964.89)	158.76
Treasury	912828XW5	79,783,880.00	(568,822.23)	79,215,057.77	78,760,000.00	114,858.33	(113,764.44)	1,093.89
Agency - Federal Home Loan Bank	313385UQ7	14,997,337.50	2,218.75	14,999,556.25	15,000,000.00	-	1,126.20	1,126.20
Agency - Federal Home Loan Bank	313379Q69	20,294,294.80	(163,497.11)	20,130,797.69	20,000,000.00	35,416.67	(32,699.42)	2,717.25
Agency - Federal Home Loan Bank	313379Q69a	21,552,541.08	(173,633.93)	21,378,907.15	21,240,000.00	37,612.50	(34,726.79)	2,885.71
Agency - Federal Farm Credit	3133EM5T5	2,444,854.60	60.58	2,444,915.18	2,445,000.00	142.62	12.12	154.74
Agency - Federal Farm Credit	3133EM5T5a	9,999,405.30	247.79	9,999,653.09	10,000,000.00	583.33	(632.89)	(49.56)
Agency - Federal Farm Credit	3133EM5T5b	99,994,053.00	2,477.92	99,996,530.92	100,000,000.00	5,833.34	495.58	6,328.92
		<u>490,713,339.11</u>	<u>(4,702,339.98)</u>	<u>486,010,999.13</u>	<u>484,945,000.00</u>	<u>540,800.96</u>	<u>(525,770.71)</u>	<u>15,030.25</u>



## ESCROW FUNDS

### Travis County Escrow Fund - Elroy Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	6,292,348.84		145.92	478,535.24	5,813,959.52

### Travis County Escrow Fund - Ross Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	32,217.40		0.82	16,846.48	15,371.74

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

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	60,134.36		1.36	839.65	59,296.07

### Travis County Escrow Fund - Old Lockhart Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	254,446.40		5.65	2,408.13	252,043.92

### Travis County Escrow Fund - County Line Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	413,378.13		9.29	6,946.11	406,441.31

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

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	351,539.10		7.81	2,296.66	349,250.25

### Travis County Escrow Fund - Thaxton Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	157,240.52		3.49	1,744.64	155,499.37

### Travis County Escrow Fund - Pearce Lane Road

	<b>Balance</b>		<b>Accrued</b>		<b>Balance</b>
	<b>2/1/2022</b>	<b>Additions</b>	<b>Interest</b>	<b>Withdrawals</b>	<b>2/28/2022</b>
Goldman Sachs	342,976.31		7.62	2,024.37	340,959.56



### PERFORMANCE

#### As of February 28, 2022

Current Invested Balance	\$9,779,113,455.23
Weighted Average Maturity (1)	23 Days
Weighted Average Life (2)	31 Days
Net Asset Value	0.999922
Total Number of Participants	979
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$513,859.72
Management Fee Collected	\$435,246.13
% of Portfolio Invested Beyond 1 Year	0.51%
Standard & Poor's Current Rating	AAAm

#### February Averages

Average Invested Balance	\$9,866,796,839.19
Average Monthly Yield, on a simple basis	0.0104%
Average Weighted Maturity (1)	26 Days
Average Weighted Life (2)	32 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 LOGIC program in February:

- \* Harris Waller County Municipal Utility District No. 4
- \* Harris Waller County Municipal Utility District No. 5

### HOLIDAY REMINDER

In observance of Good Friday, **TexSTAR will be closed Friday, April 15, 2022.** All ACH transactions initiated on Thursday, April 14th will settle on Monday, April 18th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

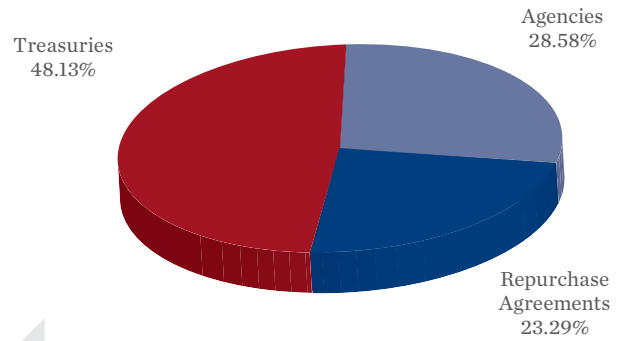
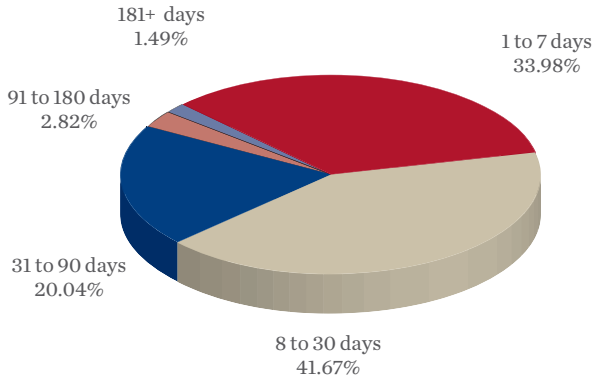
### ECONOMIC COMMENTARY

#### Market review

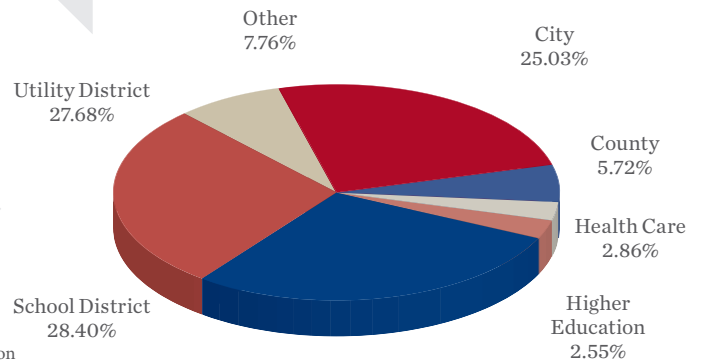
Geopolitical tensions between Russia and Ukraine overshadowed other market events in February, in what was another volatile month. February took an unexpected turn, with the full-scale Russian invasion of Ukraine rattling markets worldwide. Countries around the globe responded to the invasion with crippling sanctions, targeting Russia's financial, energy, and transport sectors. Away from geopolitical developments, the inflow of economic data continued to point to unrelenting inflationary pressure, sustained growth in core capital goods spending, tight labor markets and firming consumer demand even with Omicron headwinds and fading fiscal support. Early in the month, the key stories were about employment and inflation. The January jobs report came in well above expectations, with nonfarm payrolls increasing by a robust 467k versus a consensus of 125k. Wage growth was particularly strong, with average hourly earnings up 0.7% month-on-month (m/m) and 5.7% year-on-year (y/y). Inflation readings continued to push to new multi-decade highs, with the headline PCE index rising +6.1% year-on-year (y/y) in January. Meanwhile, the core PCE index rose to +5.2% y/y. The January CPI report was also very strong and disappointed consensus expectations for a slight moderation in inflation momentum. The headline number climbed to 7.5% (y/y), and core inflation rose 6% y/y. A rapidly improving labor market and persistent inflationary pressures pushed the Federal Reserve (Fed) to adopt a more hawkish stance toward monetary policy and pulled forward expectations for rate hikes, which drove a selloff in US interest rates. At one point, fed funds futures were pricing almost seven 25 basis point (bp) rate hikes by year-end. In fact, the market began to price a strong likelihood of a 50 bp hike at the March meeting after a few Fed members indicated that this was a possibility.

## INFORMATION AT A GLANCE

### PORTFOLIO BY TYPE OF INVESTMENT AS OF FEBRUARY 28, 2022



### PORTFOLIO BY MATURITY AS OF FEBRUARY 28, 2022 (1)



### DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF FEBRUARY 28, 2022

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

## HISTORICAL PROGRAM INFORMATION

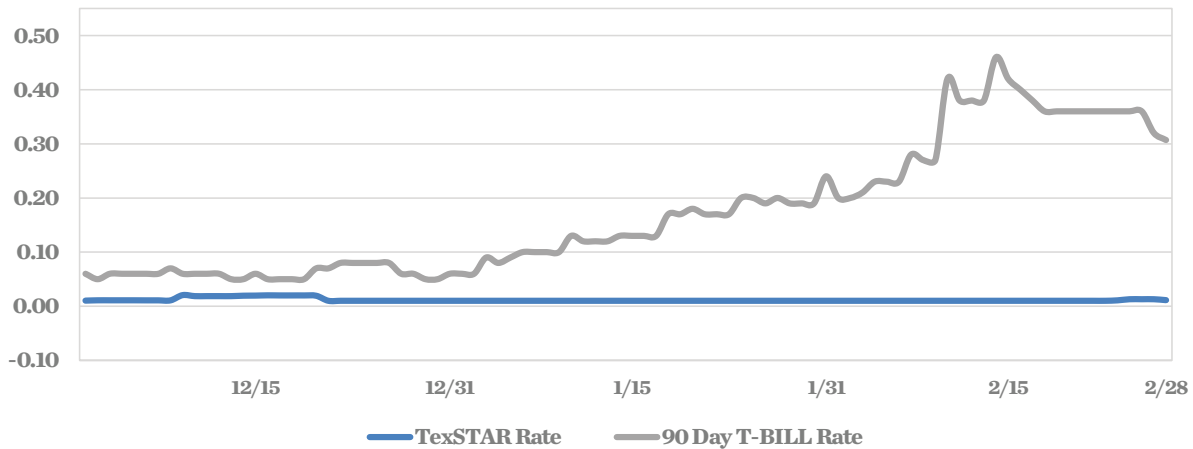
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Feb 22	0.0104%	\$9,779,113,455.23	\$9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	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
Aug 21	0.0100%	8,945,411,473.29	8,945,978,474.21	1.000063	52	74	955
Jul 21	0.0100%	9,139,785,043.86	9,140,404,119.19	1.000071	41	68	949
Jun 21	0.0100%	9,172,985,137.74	9,173,600,615.43	1.000084	40	71	943
May 21	0.0100%	9,216,832,522.03	9,217,901,991.74	1.000116	46	82	938
Apr 21	0.0113%	8,986,711,365.42	8,987,836,525.94	1.000131	40	78	936
Mar 21	0.0216%	9,103,231,627.43	9,104,638,524.44	1.000154	47	86	935

## PORTFOLIO ASSET SUMMARY AS OF FEBRUARY 28, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 98.15	\$ 98.15
Accrual of Interest Income	595,302.01	595,302.01
Interest and Management Fees Payable	(543,974.83)	(543,974.83)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,277,945,999.56	2,277,945,999.56
Government Securities	7,501,116,030.34	7,500,355,771.89
<b>TOTAL</b>	<b>\$ 9,779,113,455.23</b>	<b>\$ 9,778,353,196.78</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 FEBRUARY 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
2/1/2022	0.0100%	0.000000274	\$9,662,136,624.55	0.999933	29	35
2/2/2022	0.0100%	0.000000274	\$9,730,843,311.05	0.999934	29	35
2/3/2022	0.0100%	0.000000274	\$9,757,658,215.79	0.999932	31	37
2/4/2022	0.0100%	0.000000274	\$9,739,452,960.08	0.999908	30	35
2/5/2022	0.0100%	0.000000274	\$9,739,452,960.08	0.999908	30	35
2/6/2022	0.0100%	0.000000274	\$9,739,452,960.08	0.999908	30	35
2/7/2022	0.0100%	0.000000274	\$9,739,631,545.53	0.999910	29	35
2/8/2022	0.0100%	0.000000274	\$9,775,001,268.20	0.999906	28	34
2/9/2022	0.0100%	0.000000274	\$9,807,365,245.23	0.999911	28	33
2/10/2022	0.0100%	0.000000274	\$9,706,489,891.91	0.999839	27	32
2/11/2022	0.0100%	0.000000274	\$9,612,413,400.92	0.999850	25	31
2/12/2022	0.0100%	0.000000274	\$9,612,413,400.92	0.999850	25	31
2/13/2022	0.0100%	0.000000274	\$9,612,413,400.92	0.999850	25	31
2/14/2022	0.0100%	0.000000274	\$9,501,160,070.78	0.999841	25	30
2/15/2022	0.0100%	0.000000274	\$9,867,244,427.58	0.999889	26	31
2/16/2022	0.0100%	0.000000274	\$9,979,763,230.35	0.999899	25	30
2/17/2022	0.0100%	0.000000274	\$10,175,044,274.22	0.999913	26	31
2/18/2022	0.0100%	0.000000274	\$10,232,317,123.37	0.999919	24	28
2/19/2022	0.0100%	0.000000274	\$10,232,317,123.37	0.999919	24	28
2/20/2022	0.0100%	0.000000274	\$10,232,317,123.37	0.999919	24	28
2/21/2022	0.0100%	0.000000274	\$10,232,317,123.37	0.999919	24	28
2/22/2022	0.0100%	0.000000274	\$10,186,492,282.14	0.999914	26	30
2/23/2022	0.0100%	0.000000274	\$10,055,373,991.31	0.999921	26	33
2/24/2022	0.0108%	0.000000297	\$10,022,190,042.14	0.999936	25	33
2/25/2022	0.0129%	0.000000354	\$9,846,645,348.29	0.999922	23	31
2/26/2022	0.0129%	0.000000354	\$9,846,645,348.29	0.999922	23	31
2/27/2022	0.0129%	0.000000354	\$9,846,645,348.29	0.999922	23	31
2/28/2022	0.0112%	0.000000307	\$9,779,113,455.23	0.999922	23	31
<b>Average</b>	<b>0.0104%</b>	<b>0.000000285</b>	<b>\$9,866,796,839.19</b>		<b>26</b>	<b>32</b>



### *ECONOMIC COMMENTARY (cont.)*

However, in the final week of the month, Russia launched a military offensive in Ukraine, shifting the market's focus. With the full-scale invasion, markets scrambled to untangle the impact in human terms, as well as politically and economically. Countries around the world responded to the invasion by imposing tough sanctions against Russia meant to isolate the country from the global financial system. In partnership with its allies, the United States targeted the core infrastructure of the Russian financial system, impacting all of Russia's largest financial institutions and preventing state-owned and private entities from raising capital. Notably, the US and its allies banned select Russian banks from SWIFT, the high security network that facilitates cross-border financial transactions. These actions are designed to have both immediate and long-term effects on the Russian economy. As the escalation of tensions intensified, expectations for Fed policy moderated, given uncertainties around the impact on global growth and inflation as growing Western unity in support of Ukraine increases the risk of economic retaliation from Russia. Markets are now pricing a 25bp hike at the March meeting. Over the month, the U.S. Treasury bill curve steepened with three-month T-bill yields up 12 bs to 0.31% and 12-month T-bill yields up 21 bps to 0.99%.

### **Outlook**

On February 24th, Russia launched a full-scale invasion of Ukraine as many had feared and predicted. Despite the horrible human and social impact, the key risk from the conflict in Eastern Europe is that higher commodity prices – and energy prices in particular – fail to be transitory. Russia is a major commodity producer, and further escalation of the situation could exacerbate supply chain disruptions and drag on global growth. Following Russia's invasion into Ukraine, markets saw a sharp sell-off in risk assets, while safe-haven assets (i.e., Treasuries, US dollar and gold) outperformed. Russia-linked commodities popped with European natural gas +60% and Brent prices crossing above \$100/barrel. Looking ahead, markets will be sensitive to sanctions and Russia's counter response to them. This is a balancing act as the West wants to punish Russia, but not at the expense of other economies. It is further complicated by the fact that Russia is the second largest producer of oil and natural gas and a major commodities supplier of fertilizer, wheat, and aluminum to name a few.

For US consumers, this crisis is likely to dampen sentiment and has the potential to delay peak inflation. Despite these headwinds, Americans are coming into this in a fundamentally healthy position – consumer demand has been robust (e.g., January retail sales surprised to the upside despite Omicron concerns) and consumer balance sheets have been strong. Furthermore, America has a greater degree of energy independence and the luxury of natural resources that Europe does not, which should also soften the blow. Meanwhile, the Federal Reserve (Fed) has sent a signal that policy normalization is coming, with a 25 bp rate hike in March to be followed by several more hikes in 2022. If the situation in Eastern Europe escalates further, the Fed will be forced to reconsider its pace of normalization. If not, energy and commodity prices will come off the boil, and the Fed will proceed accordingly.

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



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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

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CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 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
- B. FY2023 budget process.
- C. MoPac South Environmental Study Overview.
- D. Update on DBi Services LLC default.

**Backup provided:** None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 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**

March 30, 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**

March 30, 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**

March 30, 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**

March 30, 2022  
**AGENDA ITEM #13**

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Discuss and consider approving a settlement with Kapsch TrafficCom USA, Inc. for liquidated damages related to toll system maintenance key performance indicators

Strategic Plan Relevance:	Not Applicable
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not applicable
Funding Source:	Not applicable
Action Requested:	Consider and act on a draft resolution

**Project Description/Background:** Kapsch TrafficCom USA, Inc. serves as the Mobility Authority’s system integrator. In this role, Kapsch is tasked with installing and maintaining the Authority’s toll system equipment hardware, software and intelligent traffic systems (ITS). Kapsch also provides license plate image review and transcription services necessary to facilitate the billing of the Authority’s Pay By Mail toll transactions as well as traffic management operations support.

In 2019 key performance indicators (KPIs) were incorporated into Kapsch’s maintenance contract to ensure consistent performance of the maintenance operation and protect the Authority in the event of lost revenue. The KPIs are monitored monthly by the Operations staff and its consulting team. Penalties are assessed in instances where the KPI goal isn’t met and deducted from the monthly maintenance invoice or paid directly to the Authority per the restated agreement.

This item seeks to resolve certain performance failures related to the March 2021 – October 2021 maintenance periods.

**Previous Actions & Brief History of the Program/Project:** The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority's turnpike system. Kapsch TrafficCom USA, Inc. is the successor in interest to the contract with Caseta Technologies, Inc. In November 2019 the Mobility Authority's Board approved a Restated Maintenance Agreement with Kapsch TrafficCom or enhanced toll system maintenance services for the roadside lane equipment, project host system, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom USA for all CTRMA toll facilities.

**Financing:** Not applicable.

**Action requested/Staff Recommendation:** Approve a settlement with Kapsch TrafficCom, USA for liquidated damages related to toll system maintenance key performance indicators.

**Backup provided:** To be provided at the Board Meeting



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 2022  
**AGENDA ITEM #14**

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Discuss and consider authorizing the  
Executive Director to hire outside  
counsel to assist with claims on the  
183 South Project

Strategic Plan Relevance:	Not Applicable
Department:	Legal
Contact:	Geoff Petrov, General Counsel
Associated Costs:	To be determined
Funding Source:	183 South Project funds
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 staff and administration have been working with CRC to resolve the claim through the contractual dispute resolution process which concluded with a disputes review board hearing in February 2022. If the parties are unable to agree on a final settlement, the claim may be submitted to District Court in Austin, Texas for a judicial determination. In order to be prepared for the potential litigation of this matter, the Executive Director and General Counsel request authorization to engage outside legal counsel to assist with CRC's claim.

**Backup provided:** Draft Resolution

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

**RESOLUTION NO. 22-0XX**

**AUTHORIZING THE EXECUTIVE DIRECTOR TO HIRE OUTSIDE COUNSEL**

WHEREAS, on July 29, 2015, the Central Texas Regional Mobility Authority (Mobility Authority) and Colorado River Constructors, an unincorporated joint venture between Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc., entered into a design-build contract for the development of a toll road and related roadway improvements on existing US 183 extending approximately eight (8) miles from US 290 to SH 71 in Austin, Texas (the “183 South Project”); and

WHEREAS, Colorado River Constructors has submitted certain claims for additional compensation and schedule relief to the Mobility Authority; and

WHEREAS, Colorado River Constructors and the Mobility Authority have been unable to resolve these claims utilizing the partnering and dispute resolution processes set forth in the design-build contract; and

WHEREAS, the claims may be submitted to a District Court in Austin, Texas for a judicial determination if Colorado River Constructors and the Mobility Authority are unable to agree on a final settlement; and

WHEREAS, in order to be prepared in the event that a settlement is not reached, the Executive Director recommends and requests that he be authorized to hire outside counsel to assist with this matter.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to hire outside counsel to assist with claims arising from the development of the 183 South Project.

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

March 30, 2022  
AGENDA ITEM #15

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Adjourn Meeting

Adjourn Board Meeting.