

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

RESOLUTION NO. 19-033

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JUNE 2019

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 June 2019, and has caused unaudited Financial Statements to be prepared and attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited Financial Statements for June 2019, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2019	Date	Budget	Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	73,700,000	81,738,310	110.91%	69,704,827
Video Tolls	17,587,500	19,463,022	110.66%	16,098,026
Fee Revenue	6,762,500	5,477,573	81.00%	5,688,878
Total Operating Revenue	98,050,000	106,678,904	108.80%	91,491,730
Other Revenue				
Interest Income	950,000	5,273,584	555.11%	2,541,537
Grant Revenue	-	4,932,399	-	16,220,946
Misc Revenue	2,000	40,514	2025.72%	1,350
Gain/Loss on Sale of Asset	-	4,348	-	-
Total Other Revenue	952,000	10,250,845	1076.77%	18,763,833
TOTAL REVENUE	\$99,002,000	\$116,929,750	118.11%	110,255,563
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,138,603	4,106,811	99.23%	3,723,507
Salary Reserve	80,000	-	-	-
TCDRS	579,405	514,945	88.87%	435,293
FICA	190,792	179,004	93.82%	164,960
FICA MED	65,880	55,762	84.64%	52,184
Health Insurance Expense	391,184	391,225	100.01%	342,410
Life Insurance Expense	11,165	7,100	63.59%	7,448
Auto Allowance Expense	10,200	10,200	100.00%	10,625
Other Benefits	136,476	163,629	119.90%	130,611
Unemployment Taxes	4,212	543	12.90%	4,233
Total Salaries and Benefits	5,607,917	5,429,221	96.81%	4,871,271

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	8,411	84.11%	8,062
Auditing	125,000	109,571	87.66%	72,000
Human Resources	35,000	35,013	100.04%	30,010
Legal	-	-	-	28,983
IT Services	174,000	147,951	85.03%	146,979
Internet	4,550	4,971	109.26%	4,756
Software Licenses	85,700	67,585	78.86%	32,506
Cell Phones	16,100	17,342	107.72%	17,686
Local Telephone Service	12,000	7,891	65.76%	12,414
Overnight Delivery Services	500	99	19.79%	685
Local Delivery Services	600	114	19.00%	23
Copy Machine	24,000	16,002	66.68%	14,226
Repair & Maintenance-General	15,500	5,501	35.49%	5,416
Community Meeting/ Events	15,000	-	-	-
Meeting Expense	16,000	10,304	64.40%	7,831
Public Notices	100	-	-	25
Toll Tag Expense	3,150	2,646	83.99%	2,987
Parking / Local Ride Share	1,800	1,557	86.52%	719
Mileage Reimbursement	9,900	4,040	40.81%	5,473
Insurance Expense	251,000	188,488	75.09%	175,360
Rent Expense	650,000	591,991	91.08%	527,968
Building Parking	-	5,384	-	-
Legal Services	396,500	301,525	76.05%	370,588
Total Administrative and Office Expenses	1,846,400	1,526,387	82.67%	1,464,698
Office Supplies				
Books & Publications	5,700	4,183	73.38%	4,381
Office Supplies	16,000	11,100	69.38%	11,624
Misc Office Equipment	-	15,892	-	-
Computer Supplies	152,550	59,200	38.81%	12,538
Copy Supplies	3,000	1,557	51.89%	1,488
Other Reports-Printing	8,000	3,627	45.33%	-
Office Supplies-Printed	2,600	3,163	121.66%	1,833
Misc Materials & Supplies	750	-	-	-
Postage Expense	800	382	47.79%	384
Total Office Supplies	189,400	99,104	52.33%	32,247

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Communications and Public Relations				
Graphic Design Services	55,000	69,631	126.60%	19,804
Website Maintenance	100,300	44,761	44.63%	105,664
Research Services	450,000	(56,385)	-12.53%	179,589
Communications and Marketing	800,000	662,916	82.86%	188,040
Advertising Expense	821,500	982,545	119.60%	484,009
Direct Mail	15,800	31,663	200.40%	726
Video Production	258,820	243,592	94.12%	8,913
Photography	12,500	7,376	59.00%	5,857
Radio	75,000	83,713	111.62%	13,244
Other Public Relations	60,000	73,751	122.92%	38,448
Promotional Items	20,000	6,470	32.35%	163
Displays	5,000	-	-	2,124
Annual Report printing	5,000	4,430	88.60%	-
Direct Mail Printing	5,000	4,261	85.21%	-
Other Communication Expenses	70,000	10,592	15.13%	53,906
Total Communications and Public Relations	2,753,920	2,169,317	78.77%	1,100,486
Employee Development				
Subscriptions	3,050	1,456	47.75%	1,559
Agency Memberships	53,500	43,060	80.49%	37,287
Continuing Education	15,500	385	2.48%	874
Professional Development	19,000	11,986	63.08%	11,314
Other Licenses	1,700	283	16.64%	248
Seminars and Conferences	41,000	27,225	66.40%	20,382
Travel	70,000	89,834	128.33%	53,891
Total Employee Development	203,750	174,229	85.51%	125,555
Financing and Banking Fees				
Trustee Fees	45,000	42,738	94.97%	38,188
Bank Fee Expense	6,500	2,423	37.28%	5,059
Continuing Disclosure	15,000	3,500	23.33%	9,812
Arbitrage Rebate Calculation	13,000	8,395	64.58%	8,355
Rating Agency Expense	30,000	16,000	53.33%	15,500
Total Financing and Banking Fees	109,500	73,056	66.72%	76,913
Total Administrative	5,102,970	4,042,092	79.21%	2,799,899

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget Amount FY 2019	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	169,000	163,689	96.86%	122,169
GEC-Financial Planning Support	51,000	90,680	177.80%	-
GEC-Toll Ops Support	249,786	267,734	107.19%	3,109
GEC-Roadway Ops Support	1,129,978	674,686	59.71%	624,967
GEC-Technology Support	857,428	587,442	68.51%	2,106
GEC-Public Information Support	120,000	9,980	8.32%	243,553
GEC-General Support	1,443,568	1,549,160	107.31%	1,573,349
General System Consultant	500,000	408,830	81.77%	335,063
Traffic Modeling	590,000	167,901	28.46%	514,361
Traffic and Revenue Consultant	150,000	188,006	125.34%	212,721
Total Operations and Maintenance Consulting	5,260,760	4,108,109	78.09%	3,631,398
Roadway Operations and Maintenance				
Roadway Maintenance	4,507,900	3,252,219	72.14%	3,053,020
Landscape Maintenance	-	-	-	129
Signal & Illumination Maint	-	-	-	12,554
Maintenance Supplies-Roadway	117,800	18,976	16.11%	91,020
Tools & Equipment Expense	1,000	498	49.76%	346
Gasoline	18,700	14,550	77.80%	14,379
Repair & Maintenance-Vehicles	6,500	4,570	70.31%	4,170
Roadway Operations	-	-	-	26,763
Electricity - Roadways	200,000	158,642	79.32%	148,442
Total Roadway Operations and Maintenance	4,851,900	3,449,455	71.09%	3,350,822
Toll Processing and Collection Expense				
Image Processing	3,200,000	1,711,196	53.47%	1,971,292
Tag Collection Fees	6,633,000	5,674,517	85.55%	7,544,838
Court Enforcement Costs	49,080	7,875	16.05%	31,875
DMV Lookup Fees	500	1,070	213.94%	435
Total Processing and Collection Expense	9,882,580	7,394,657	74.83%	9,548,440

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2019	Date	Budget	Year to Date
Toll Operations Expense				
Generator Fuel	2,000	3,555	177.75%	382
Fire and Burglar Alarm	500	484	96.82%	493
Refuse	1,500	1,389	92.57%	1,255
Telecommunications	120,000	60,051	50.04%	71,410
Water - Irrigation	10,000	4,213	42.13%	4,777
Electricity	2,500	1,058	42.31%	1,527
ETC spare parts expense	50,000	5,573	11.15%	-
Repair & Maintenance Toll Equip	5,000	-	-	-
Law Enforcement	290,000	200,870	69.27%	331,993
ETC Maintenance Contract	1,988,386	1,843,707	92.72%	2,162,183
ETC Toll Management Center System Operation	360,000	-	-	1,364
ETC Development	1,636,000	713,026	43.58%	89,970
ETC Testing	100,000	52,536	52.54%	-
Total Toll Operations Expense	4,565,886	2,886,461	63.22%	2,665,354
Total Operations and Maintenance	24,561,126	17,838,681	72.63%	19,196,014
Other Expenses				
Special Projects and Contingencies				
HERO	148,000	147,829	99.88%	576,280
Special Projects	500,000	78,691	15.74%	-
71 Express Net Revenue Payment	3,635,405	2,409,394	66.28%	919,168
Customer Relations	-	931,013	-	-
Technology Task Force	650,000	223,078	34.32%	-
Other Contractual Svcs	150,000	214,048	142.70%	136,838
Contingency	250,000	-	-	828
Total Special Projects and Contingencies	5,333,405	4,004,053	75.07%	1,633,114

Central Texas Regional Mobility Authority
Income Statement - Unaudited
For the Period Ending June 30, 2019

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2019	Date	Budget	Year to Date
Non Cash Expenses				
Amortization Expense	487,699	428,768	87.92%	508,027
Amort Expense - Refund Savings	1,027,860	1,043,810	101.55%	1,037,195
Dep Exp- Furniture & Fixtures	3,014	2,614	86.72%	2,614
Dep Expense - Equipment	15,999	15,999	100.00%	16,756
Dep Expense - Autos & Trucks	37,437	29,015	77.50%	20,826
Dep Expense-Buildng & Toll Fac	176,748	166,437	94.17%	176,840
Dep Expense-Highways & Bridges	22,541,478	22,996,627	102.02%	23,392,958
Dep Expense-Toll Equipment	2,485,026	2,715,236	109.26%	2,698,611
Dep Expense - Signs	326,893	330,546	101.12%	325,893
Dep Expense-Land Improvemts	884,934	811,190	91.67%	884,934
Depreciation Expense-Computers	20,317	9,234	45.45%	18,034
Total Non Cash Expenses	28,007,405	28,549,475	101.94%	29,082,688
Total Other Expenses	33,340,810	32,553,528	97.64%	30,715,803
Non Operating Expenses				
Bond issuance expense	1,413,508	2,481,672	175.57%	226,753
Loan Fee Expense	-	47,619	-	-
Interest Expense	40,371,558	34,366,455	85.13%	33,824,939
CAMPO RIF Payment	2,000,000	2,000,000	100.00%	2,000,000
Community Initiatives	275,000	69,642	25.32%	56,000
Total Non Operating Expenses	44,060,066	38,965,387	88.44%	36,107,692
TOTAL EXPENSES	\$112,672,889	\$98,828,909	87.71%	\$93,690,678
Net Income	(\$13,670,889)	\$18,100,840		16,564,885

Central Texas Regional Mobility Authority
Balance Sheet - Unaudited
as of June 30, 2019

	as of 06/30/2019		as of 06/30/2018	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$	151,627	\$	207,514
Cash in TexStar		334,398		176,847
Regions Payroll Account		141,821		17,239
Restricted Cash				
Goldman Sachs FSGF 465		240,831,479		168,743,539
Restricted Cash - TexSTAR		143,448,256		127,797,970
Overpayments account		435,615		202,453
Total Cash and Cash Equivalents		<u>385,343,197</u>		<u>297,145,563</u>
Accounts Receivable				
Accounts Receivable		1,141,083		1,141,083
Due From Other Agencies		66,730		4,587
Due From TTA		1,251,311		788,976
Due From NTTA		914,040		671,737
Due From HCTRA		1,094,548		885,199
Due From TxDOT		6,242,909		845,325
Interest Receivable		782,617		192,484
Total Receivables		<u>11,493,239</u>		<u>4,529,391</u>
Short Term Investments				
Treasuries		10,084,121		-
Agencies		149,341,429		84,914,738
Total Short Term Investments		<u>159,425,550</u>		<u>84,914,738</u>
Total Current Assets		<u>556,261,986</u>		<u>386,589,692</u>
Total Construction in Progress		789,198,083		620,815,793
Fixed Assets (Net of Depreciation and Amortization)				
Computers		20,899		30,133
Computer Software		602,879		981,603
Furniture and Fixtures		10,019		12,633
Equipment		10,873		19,372
Autos and Trucks		68,755		59,518
Buildings and Toll Facilities		4,947,262		5,113,699
Highways and Bridges		874,789,739		897,786,366
Toll Equipment		15,987,252		18,474,582
Signs		10,469,984		10,636,469
Land Improvements		8,927,815		9,739,005
Right of way		88,149,606		88,149,606
Leasehold Improvements		120,508		135,456
Total Fixed Assets		<u>1,004,105,591</u>		<u>1,031,138,442</u>
Other Assets				
Intangible Assets-Net		102,421,148		103,478,202
2005 Bond Insurance Costs		4,074,449		4,287,957
Prepaid Insurance		200,167		46,518
Deferred Outflows (pension related)		290,396		290,396
Pension Asset		826,397		826,397
Total Other Assets		<u>107,812,557</u>		<u>108,929,471</u>
Total Assets		<u>\$ 2,457,378,217</u>		<u>\$ 2,147,473,398</u>

Central Texas Regional Mobility Authority
Balance Sheet - Unaudited
as of June 30, 2019

	as of 06/30/2019	as of 06/30/2018
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 8,431,660	\$ 21,403,209
Construction Payable	503,956	2,153,608
Overpayments	401,467	205,278
Interest Payable	27,687,951	25,847,463
Deferred Compensation Payable	11,340	10,761
TCDRS Payable	94,748	85,557
Due to other Agencies	4,100,570	2,018,944
Due to TTA	657,700	1,505,464
Due to NTTA	239,401	107,895
Due to HCTRA	82,436	67,631
Due to Other Entities	1,039,946	1,836,945
71E TxDOT Obligation - ST	1,723,140	1,570,166
Total Current Liabilities	44,974,315	56,812,919
Long Term Liabilities		
Compensated Absences	541,425	282,775
Deferred Inflows (pension related)	278,184	278,184
Long Term Payables	819,609	560,959
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	77,280,699	73,558,022
Senior Lien Revenue Bonds 2011	16,404,988	15,423,288
Senior Refunding Bonds 2013	136,405,000	139,885,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Senior Lien Revenue Bonds 2018	44,345,000	-
Sn Lien Rev Bnd Prem/Disc 2013	6,297,782	8,095,554
Sn Lien Revenue Bnd Prem 2015	19,580,844	20,777,349
Sn Lien Put Bnd Prem 2015	1,862,854	3,726,157
Senior lien premium 2016 revenue bonds	47,377,385	51,697,634
Sn Lien Revenue Bond Premium 2018	3,949,510	-
Total Senior Lien Revenue Bonds	1,079,109,061	1,038,768,004
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	98,295,000	100,530,000
Sub Lien Refunding Bonds 2016	73,905,000	74,305,000
Subordinated Lien BANS 2018	46,020,000	-
Sub Refunding 2013 Prem/Disc	1,391,142	1,837,996
Sub Refunding 2016 Prem/Disc	8,298,236	9,155,305
Sub Lien BANS 2018 Premium	1,322,833	-
Total Sub Lien Revenue Bonds	229,232,211	185,828,301
Other Obligations		
TIFIA Note 2015	229,628,716	51,912,351
TIFIA Note 2019	50,000	-
SIB Loan 2015	33,034,828	31,752,055
State Highway Fund Loan 2015	33,034,858	31,752,085
State 455W Loan	55,000,000	22,080,000
71E TxDOT Obligation - LT	60,728,211	62,332,058
Regions 2017 MoPAC Note	24,990,900	17,000,000
Total Other Obligations	436,467,513	216,828,548
Total Long Term Liabilities	1,745,628,394	1,441,985,811
Total Liabilities	1,790,602,709	1,498,798,730

Central Texas Regional Mobility Authority
Balance Sheet - Unaudited
as of June 30, 2019

	as of 06/30/2019	as of 06/30/2018
	NET ASSETS	
Contributed Capital	121,202,391	121,202,391
Net Assets Beginning	527,520,601	510,907,391
Current Year Operations	18,052,515	16,564,885
Total Net Assets	<u>666,775,508</u>	<u>648,674,668</u>
Total Liabilities and Net Assets	<u>\$ 2,457,378,217</u>	<u>\$ 2,147,473,398</u>

Central Texas Regional Mobility Authority
Statement of Cash Flow - Unaudited
as of June 30, 2019

Cash flows from operating activities:

Receipts from toll revenues	\$	105,961,106
Receipts from other fees		40,514
Receipts from interest income		(590,133)
Payments to vendors		(27,338,521)
Payments to employees		(5,160,800)
Net cash flows provided by (used in) operating activities		72,912,166

Cash flows from capital and related financing activities:

Proceeds from notes payable		312,710,761
Refunding of bonds		(2,240,561)
Receipts from Department of Transportation		(465,185)
Payments on principal		(8,915,226)
Interest payments		(51,922,415)
Acquisitions of construction in progress		(159,071,709)
Net cash flows provided by (used in) capital and related financing activities		90,095,665

Cash flows from investing activities:

Interest income		1,126,177
Purchase of investments		(379,872,173)
Proceeds from sale or maturity of investments		288,127,962
Net cash flows provided by (used in) investing activities		(90,618,034)
Net increase (decrease) in cash and cash equivalents		72,389,797
Cash and cash equivalents at beginning of period		169,170,746
Cash and cash equivalents at end of period	\$	241,560,543

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

Operating income		\$ 46,270,005
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		27,505,665
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(1,504,120)
(Increase) decrease in prepaid expenses and other assets		(153,649)
(Decrease) increase in accounts payable		(1,058,068)
Increase (decrease) in accrued expenses		1,852,334
Total adjustments		26,642,161
Net cash flows provided by (used in) operating activities	\$	72,912,166

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents		\$ 729,064
Restricted cash and cash equivalents		240,831,479
Total	\$	241,560,543

INVESTMENTS by FUND

		Balance June 30, 2019		
Renewal & Replacement Fund				
TexSTAR	397,431.95		TexSTAR	143,782,654.82
Goldman Sachs	14,882.44		Goldman Sachs	236,074,734.09
Agencies/ Treasuries		412,314.39	Agencies & Treasury Notes	<u>159,425,549.57</u>
Grant Fund				\$ 539,282,938.48
TexSTAR	4,389,641.35			
Goldman Sachs	542,260.52			
Agencies/ Treasuries	4,988,130.40	9,920,032.27		
Senior Debt Service Reserve Fund				
TexSTAR	5,902,580.82			
Goldman Sachs	46,990,536.33			
Agencies/ Treasuries	29,933,142.80	82,826,259.95		
2010 Senior Lien DSF				
Goldman Sachs	3,844,051.52			
TexSTAR		3,844,051.52		
2011 Debt Service Acct				
Goldman Sachs	777,188.67	777,188.67		
2013 Sr Debt Service Acct				
Goldman Sachs	5,036,439.37	5,036,439.37		
2013 Sub Debt Service Account				
Goldman Sachs	3,647,875.80	3,647,875.80		
2015 Sr Capitalized Interest				
Goldman Sachs	1.27	32,410,130.21		
TexSTAR	32,410,128.94			
2015B Debt Service Account				
Goldman Sachs	1,726,868.92	1,726,868.92		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	9,396,729.75	9,396,729.75		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,886,818.32	1,886,818.32		
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	1,887,689.78			
Agencies/ Treasuries	4,988,130.40	6,875,820.18		
Operating Fund				
TexSTAR	334,398.45			
TexSTAR-Trustee	3,371,427.02			
Goldman Sachs	172,497.01	3,878,322.48		
Revenue Fund				
Goldman Sachs	1,843,902.94	1,843,902.94		
General Fund				
TexSTAR	25,676,120.74			
Goldman Sachs	23,071,094.32	88,611,188.39		
Agencies/ Treasuries	39,863,973.33			
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,206,610.45			
Goldman Sachs	3,593,549.54	8,800,159.99		
71E Revenue Fund				
Goldman Sachs	8,331,824.38	8,331,824.38		
MoPac Revenue Fund				
Goldman Sachs	1,089,667.23	1,089,667.23		
MoPac Construction Fund				
Goldman Sachs	-	0.00		
MoPac General Fund				
Goldman Sachs	7,241,356.32	7,241,356.32		
MoPac Operating Fund				
Goldman Sachs	1,187,341.43	1,187,341.43		
MoPac Loan Repayment Fund				
Goldman Sachs	81,775.60	81,775.60		
2015B Project Account				
Goldman Sachs	10,418,242.70			
Agencies/ Treasuries	29,941,863.57			
TexSTAR	1,192,276.30	41,552,382.57		
2015 TIFIA Project Account				
Goldman Sachs	28,209,983.10			
TexSTAR	49,120,145.18			
Agencies/ Treasuries	49,710,309.07	127,040,437.35		
2011 Sr Financial Assistance Fund				
Goldman Sachs	4.26	15,781,897.88		
TexSTAR	15,781,893.62			
2018 Sr Lien Project Cap I				
Goldman Sachs	7,855,581.50	7,855,581.50		
2018 Sr Lien Project Account				
Goldman Sachs	39,502,869.55	39,502,869.55		
2018 Sub Lien Project Account				
Goldman Sachs	16,312,510.29	16,312,510.29		
2018 Sub Debt Service Account				
Goldman Sachs	924,193.94	924,193.94		
2019 TIFIA Sub Lien Project Account				
Goldman Sachs	50,192.08	50,192.08		
45SW Toll Revenue Fund				
Goldman Sachs	13,319.45	13,319.45		
45SW Project Fund				
Goldman Sachs	10,423,485.76	10,423,485.76		
		<u>\$ 539,282,938.48</u>		

CTRMA INVESTMENT REPORT

Month Ending 6/30/19						
Balance 6/1/2019	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 6/30/2019	Rate June
Amount in Trustee TexStar						
2011 Sr Lien Financial Assist Fund			30,795.03		15,781,893.62	2.3790%
2013 Sub Lien Debt Service Reserve			10,159.59		5,206,610.45	2.3790%
General Fund			50,101.52		25,676,120.74	2.3790%
Trustee Operating Fund	3,000,000.00		5,985.44	2,900,000.00	3,371,427.02	2.3790%
Renewal and Replacement			775.48		397,431.95	2.3790%
Grant Fund			8,565.46		4,389,641.35	2.3790%
Senior Lien Debt Service Reserve Fund			11,517.66		5,902,580.82	2.3790%
2015A Sr Ln Project Cap Interest			63,241.52		32,410,128.94	2.3790%
2015B Sr Ln Project			2,326.47		1,192,276.30	2.3790%
2015C TIFIA Project			95,847.56		49,120,145.18	2.3790%
143,068,940.64	3,000,000.00		279,315.73	2,900,000.00	143,448,256.37	
Amount in TexStar Operating Fund						
	2,900,000.00		671.88	2,800,000.00	334,398.45	2.3790%
Goldman Sachs						
Operating Fund	3,031,757.84		236.17	3,000,000.00	172,497.01	2.2850%
45SW Project Fund			27,075.62	2,912,249.22	10,423,485.76	2.2850%
45SW Toll Revenue Fund	13,319.45		0.00		13,319.45	2.2850%
2015B Project Account			20,487.30		10,418,242.70	2.2850%
2015C TIFIA Project Account			90,082.71	16,398,357.03	28,209,983.10	2.2850%
2011 Sr Financial Assistance Fund			0.01		4.26	2.2850%
2010 Senior DSF	635,693.41		5,741.88		3,844,051.52	2.2850%
2011 Senior Lien Debt Service Acct			1,528.33		777,188.67	2.2850%
2013 Senior Lien Debt Service Acct	828,625.46		7,535.12		5,036,439.37	2.2850%
2013 Sub Debt Service Reserve Fund			7,066.66		3,593,549.54	2.2850%
2013 Subordinate Debt Service Acct	597,628.76		5,464.93		3,647,875.80	2.2850%
2015 Sr Capitalized Interest			0.00		1.27	2.2850%
2015B Debt Service Acct	284,658.21		2,582.05		1,726,868.92	2.2850%
2016 Sr Lien Rev Refunding Debt Service Account	1,170,602.87		15,131.88		9,396,729.75	2.2850%
2016 Sub Lien Rev Refunding Debt Service Account	310,770.60		2,821.94		1,886,818.32	2.2850%
2016 Sub Lien Rev Refunding DSR			3,712.11		1,887,689.78	2.2850%
2018 Sr Lien Project Cap I			15,446.89		7,855,581.50	2.2850%
2018 Sr Lien Project Account			77,676.79		39,502,869.55	2.2850%
2018 Sub Lien Project Account			43,380.73	3,841,542.97	16,312,510.29	2.2850%
2018 Sub Debt Service Account	153,367.34		1,378.88		924,193.94	2.2850%
2019 TIFIA Sub Lien Project Account			98.69		50,192.08	2.2850%
Grant Fund			1,066.35		542,260.52	2.2850%
Renewal and Replacement			29.27		14,882.44	2.2850%
Revenue Fund	10,775,835.13		6,289.17	9,936,781.94	1,843,902.94	2.2850%
General Fund	586,833.97		47,356.57	2,548,421.85	23,071,094.32	2.2850%
Senior Lien Debt Service Reserve Fund			83,378.04		46,990,536.33	2.2850%
71E Revenue Fund	701,467.84		14,219.01	70,013.15	8,331,824.38	2.2850%
MoPac Revenue Fund	1,443,523.95		502.12	1,938,890.65	1,089,667.23	2.2850%
MoPac General Fund	1,738,890.65		11,057.06	1,896,154.94	7,241,356.32	2.2850%
MoPac Operating Fund	200,000.00		2,046.71	244,030.66	1,187,341.43	2.2850%
MoPac Loan Repayment Fund	81,763.45		12.15		81,775.60	2.2850%
MoPac Managed Lane Construction Fund			12,624.95	6,102,646.59	0.00	2.2850%
261,903,054.07	22,554,738.93	0.00	506,030.09	48,889,089.00	236,074,734.09	
Amount in Fed Agencies and Treasuries						
Amortized Principal		126,732.36			159,425,549.57	
	0.00	126,732.36	0.00	0.00	159,425,549.57	
Certificates of Deposit						
Total in Pools	5,900,000.00		279,987.61	5,700,000.00	143,782,654.82	
Total in GS FSGF	22,554,738.93		506,030.09	48,889,089.00	236,074,734.09	
Total in Fed Agencies and Treasuries	0.00	126,732.36	0.00	0.00	159,425,549.57	
Total Invested	28,454,738.93	126,732.36	786,017.70	54,589,089.00	539,282,938.48	

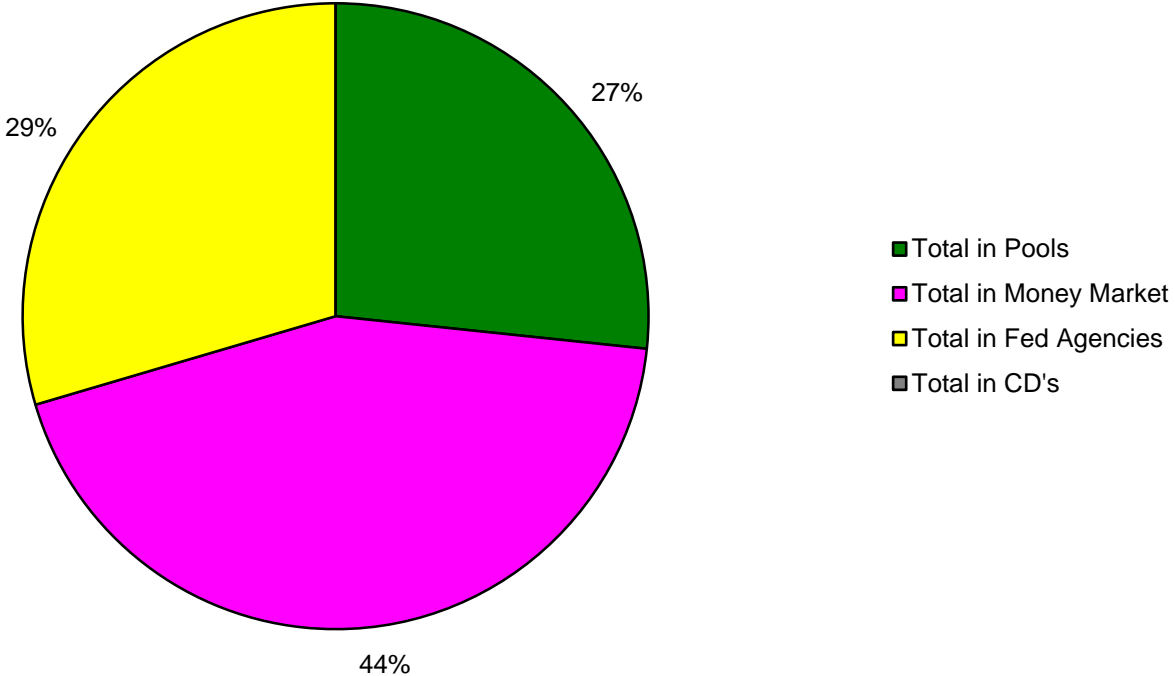
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

6/30/2019

Allocation of Funds



Amount of Investments As of June 30, 2019

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	3135G0P49sub	4,921,265.00	4,988,130.40	4,990,509.75	2.4520%	7/20/2018	8/28/2019	2016 Sub DSRF
US Treasury Note	912828F39	9,955,859.38	9,980,621.19	9,989,062.50	2.5137%	3/5/2019	9/30/2019	Senior DSRF
Federal Home loan Bank	3135G0P49	19,685,060.00	19,952,521.61	19,962,039.00	2.4520%	7/20/2018	8/28/2019	Senior DSRF
Fannie Mae	3135G0P49gnt	4,921,265.00	4,988,130.40	4,990,509.75	2.4520%	7/20/2018	8/28/2019	Grant Fund
Farmer Mac	31422BDL1	20,000,000.00	20,000,000.00	20,077,568.00	2.5995%	3/11/2019	9/25/2020	General Fund
Fannie Mae	3135G0T29	19,795,960.00	19,863,973.33	19,923,149.20	2.5600%	3/5/2019	2/28/2020	General Fund
US Treasury Note	912828F39A	29,867,578.13	29,941,863.57	29,967,187.50	2.5317%	3/5/2019	9/30/2019	2015B Sr Project
US Treasury Note	912828UF5	49,525,228.76	49,710,309.07	49,753,906.50	2.3352%	3/5/2019	12/31/2019	2015C TIFIA Project
		<u>158,672,216.27</u>	<u>159,425,549.57</u>	<u>159,653,932.20</u>				

Agency	CUSIP #	COST	Cummulative Amortization	6/30/2019		Interest Income June 30, 2019		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home loan Bank	3135G0P49sub	4,921,265.00	66,865.40	4,988,130.40	25,000,000.00	4,166.67	5,934.80	10,101.47
US Treasury Note	912828F39	9,955,859.38	24,761.81	9,980,621.19	10,000,000.00	14,583.34	6,459.60	21,042.94
Federal Home loan Bank	3135G0P49	19,685,060.00	267,461.61	19,952,521.61	20,000,000.00	16,666.67	23,739.20	40,405.87
Fannie Mae	3135G0P49gnt	4,921,265.00	66,865.40	4,988,130.40	5,000,000.00	4,166.67	5,934.80	10,101.47
Farmer Mac	31422BDL1	20,000,000.00	-	20,000,000.00	20,000,000.00	43,333.33	-	43,333.33
Fannie Mae	3135G0T29	19,795,960.00	68,013.33	19,863,973.33	20,000,000.00	25,000.00	17,003.33	42,003.33
US Treasury Note	912828F39A	29,867,578.13	74,285.44	29,941,863.57	30,000,000.00	43,750.00	19,378.81	63,128.81
US Treasury Note	912828UF5	49,525,228.76	185,080.31	49,710,309.07	50,000,000.00	46,875.00	48,281.82	95,156.82
		<u>158,672,216.27</u>	<u>753,333.30</u>	<u>159,425,549.57</u>	<u>180,000,000.00</u>	<u>198,541.68</u>	<u>126,732.36</u>	<u>325,274.04</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	6/1/2019	Additions	Interest	Withdrawals	6/30/2019
Goldman Sachs	934,047.07		1,965.15	283,959.92	652,052.30

Campo Regional Infrastructure Fund

	Balance		Accrued		Balance
	6/1/2019	Additions	Interest	Withdrawals	6/30/2019
Goldman Sachs	4,086,641.05		8,051.63	-	4,094,692.68



183 South Design-Build Project

Contingency Status

June 30, 2019



Original Construction Contract Value: \$581,545,700

Total Project Contingency	\$47,860,000
----------------------------------	---------------------

Obligations	CO#1	City of Austin ILA Adjustment	(\$2,779,934)
	CO#2	Addition of Coping to Soil Nail Walls	\$742,385
	CO#4	Greenroads Implementation	\$362,280
	CO#6	51st Street Parking Trailhead	\$477,583
	CO#9	Patton Interchange Revisions	\$3,488,230
		Others Less than \$300,000 (6)	\$948,630
	CO#10	City of Austin Utility (\$1,010,000 - no cost to RMA)	\$0
	Executed Change Orders		\$3,239,174
	Change Orders Under Negotiation		\$5,240,000
	Potential Contractual Obligations		\$10,510,000

(-) Total Obligations	\$18,989,174
------------------------------	---------------------

Remaining Project Contingency	\$28,870,826
--------------------------------------	---------------------



SH 45SW Construction
Contingency Status
 June 30, 2019



Original Construction Contract Value: \$75,103,623

Total Project Contingency		\$ 7,520,000
Obligations	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	Total of Others Less than \$300,000 (19)	\$ 377,376
	Executed Change Orders	\$ 1,374,760
	Change Orders in Negotiations	\$ 2,334,225
	Potential Contractual Obligations	\$ 440,263
	(-) Total Obligations	\$ 4,149,249
Remaining Project Contingency		\$ 3,370,751



MOPAC Construction
Financial Status
 June 30, 2019



Original Construction Contract Value: \$ **136,632,100**

Change Orders	CO#01B	5th & Cesar Chavez SB Reconfig (Construction)	\$593,031	Approved = \$12.9M
	CO#05B	FM 2222 Bridge NB Ret Wall Abutment Repair (Construction)	\$850,000	
	CO#07	FM 2222 Exit Storage Lane	\$426,000	
	CO#08C	Refuge Area: Added Shoulder Adjustment Sound Wall #1	\$2,508,548	
	CO#09	Westover SB Frontage Repairs	\$450,000	
	CO#12	Barrier Rail Opaque Seal	\$542,419	
	CO#17	Bike and Ped Improvements at Far West Blvd Bridge/FM 2222	\$971,889	
	CO#20	Northern Terminus Sound Wall #3	(\$1,210,540)	
	CO#32	Void of CO#05B, #09, #10, UPRR	(\$1,501,437)	
	CO#33	Shared Use Path at US 183	(\$1,000,000)	
	CO#34	Undercrossing Fire Protection	\$1,412,574	
	CO#35	TxDOT Duct Bank Interference	\$1,357,196	
	CO#36	Non-Compliant Existing Illumination	\$2,226,189	
	CO#37	NB Pavement Cross Slope and Profile Corrections	\$3,635,477	
	CO#38	SB Pavement Cross Slope and Profile Corrections	\$3,100,298	
	CO#39	Unidentified Utilities	\$1,215,854	
CO#42	NB04, NB08, and Westminster Wall Revisions	(\$402,964)		
	Total of Others Less than \$300,000 (21)	\$1,572,258		
Executed Change Orders			\$ 16,746,792	
Revised Construction Contract Value			\$ 153,378,892	
Change Orders under Negotiation			\$ -	
Potential Construction Contract Value			\$ 153,378,892	
Incentive/Milestone			\$ 21,500,000	
Potential Construction Contract Value with Incentive/Milestone			\$ 176,931,304	
Amount paid CH2M for Incentives/Milestones			\$ (20,299,209)	
Amount paid CH2M through June 2019 draw (as of 6/30/2019)			\$ (134,431,104)	
Assessed Liquidated Damages			\$ (20,000,000)	
Potential Amount Payable to CH2M			\$ 1,000,200	



MOPAC Misc. Construction
Financial Status
June 30, 2019



Original Construction Contract Value: \$ **4,583,280**

Change Orders		
	Total of Others Less than \$300,000 (12 Total, 8 Taken out of Contingency)	\$ 473,070
Executed Change Orders		\$ 473,070
Revised Construction Contract Value		\$ 5,056,349
Change Orders under Negotiation		\$ 504,388
Potential Construction Contract Value		\$ 5,560,737
Amount paid McCarthy through June 2019 draw (as of 6/30/2019)		\$ (4,354,116)
Potential Amount Payable to McCarthy		\$ 1,206,621



290E Ph. III
Contingency Status
 June 30, 2019



Original Construction Contract Value: \$71,236,424

Total Project Contingency	\$25,926,282
----------------------------------	---------------------

Obligations	Others Less than \$300,000 (0)	\$0
	Executed Change Orders	\$0
	Change Orders Under Negotiation	\$160,000
	Potential Contractual Obligations	\$1,860,000

(-) Total Obligations	\$2,020,000
------------------------------	--------------------

Remaining Project Contingency	\$23,906,282
--------------------------------------	---------------------



Monthly Newsletter - June 2019

Performance

As of June 30, 2019

Current Invested Balance	\$8,072,061,682.23
Weighted Average Maturity (1)	15 Days
Weighted Average Maturity (2)	97 Days
Net Asset Value	1.000019
Total Number of Participants	906
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$16,376,931.59
Management Fee Collected	\$402,887.10
% of Portfolio Invested Beyond 1 Year	11.38%
Standard & Poor's Current Rating	AAAm

June Averages

Average Invested Balance	\$8,169,346,653.88
Average Monthly Yield, on a simple basis	2.3790%
Average Weighted Average Maturity (1)*	19 Days
Average Weighted Average Maturity (2)*	103 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 instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

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

New Participants

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

- ★ Harris County MUD No. 358
- ★ Montgomery County MUD No. 107
- ★ Wilmer Economic Development Corporation A
- ★ Wilmer Economic Development Corporation B

Economic Commentary

The Fed kept rates unchanged at 2.25%-2.50% at its June Federal Open Market Committee meeting, a move that was widely anticipated, but the decision in aggregate was dovish. The committee highlighted recent headwinds, such as rising trade uncertainty combined with muted inflation and softer global growth as reasons to closely monitor data in the second half of the year, and indicated that the FOMC would act as necessary to sustain the expansion.

It was all going so well. The Fed had decided early in the year to end three years of tightening, taking pressure off the markets. Other major central banks validated this by tilting dovishly. The markets rejoiced by drifting higher: yields moved lower, credit spreads narrowed, and other asset classes drafted off the stability in the bond market and central banking. Nevertheless, for the last 18 months, our primary concerns have been about the trade negotiations between the U.S. and China and then between the U.S. and the rest of the world. Quite simply, we feared tariff escalation would reduce trade, which would negatively affect GDP and, ultimately, bring forward the probability of recession. In May, our fears became reality and forced us to make a call on what is effectively a binary outcome: either both a trade compromise and the extension of a recovery or an all-out trade war bringing us a step closer to recession. The use of tariffs not just to normalize a structural trade disadvantage but to achieve policies and agreements is worrisome. Markets are hopeful that the tailwind of a coordinated central bank response will somewhat offset the headwind of a trade war.

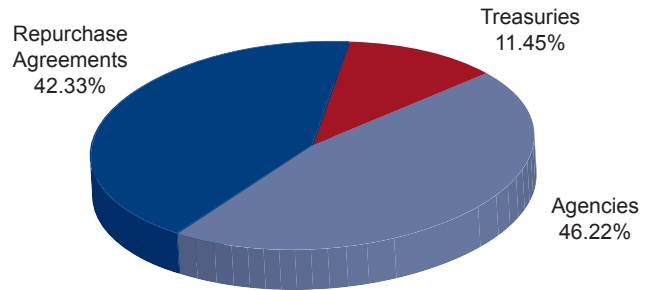
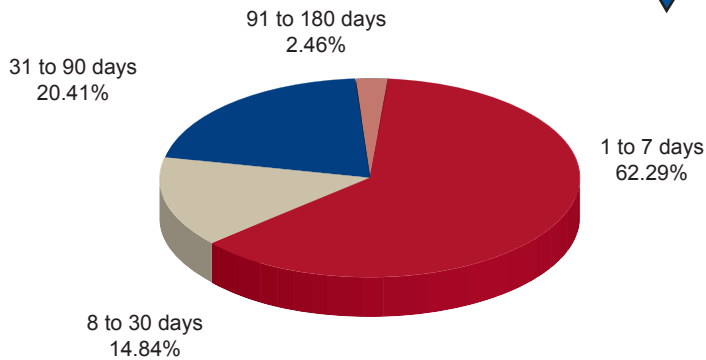
The reaction function of the major central banks has shifted, and it is now evident that policymakers are aiming to be ahead of the curve. This was corroborated on June 19, when Fed Chairman Jerome Powell quoted the axiom "an ounce of prevention is worth a pound of cure" in reference to his current monetary policy mindset. Recent US data prints have been mixed to negative—though, importantly, central bankers have indicated that they will ease policy even against a stable data backdrop, given the trade-related uncertainty. The G20 summit at the end of June provided a welcomed truce in the U.S.-China trade war, with negotiations to restart at an undefined date. While maintaining the tariffs already in place, the U.S. agreed to delay implementing the next round of tariffs on approximately \$300bn of imports. Despite this positive news, the latest survey of businesses suggests growth momentum continues to slide. It therefore appears likely that the sustained period of U.S. economic and monetary policy divergence versus the rest of the world is coming to an end. With no date in sight for the start of renewed negotiations, we believe the trade war will linger on. Amid this uncertainty, we expect the Fed to ease two to three times in 2019 starting in July.

This information is an excerpt from an economic report dated June 2019 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

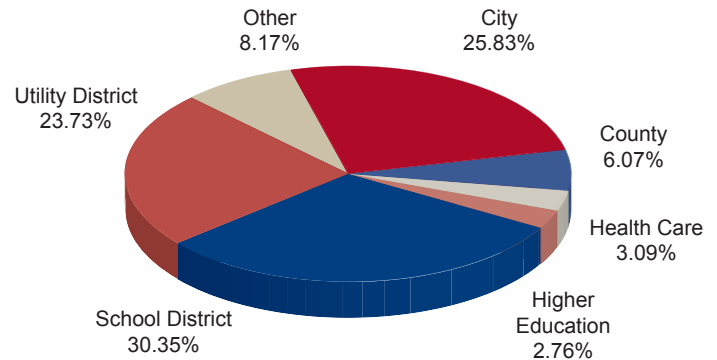
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of June 30, 2019



Portfolio by Maturity As of June 30, 2019



Distribution of Participants by Type As of June 30, 2019

Historical Program Information

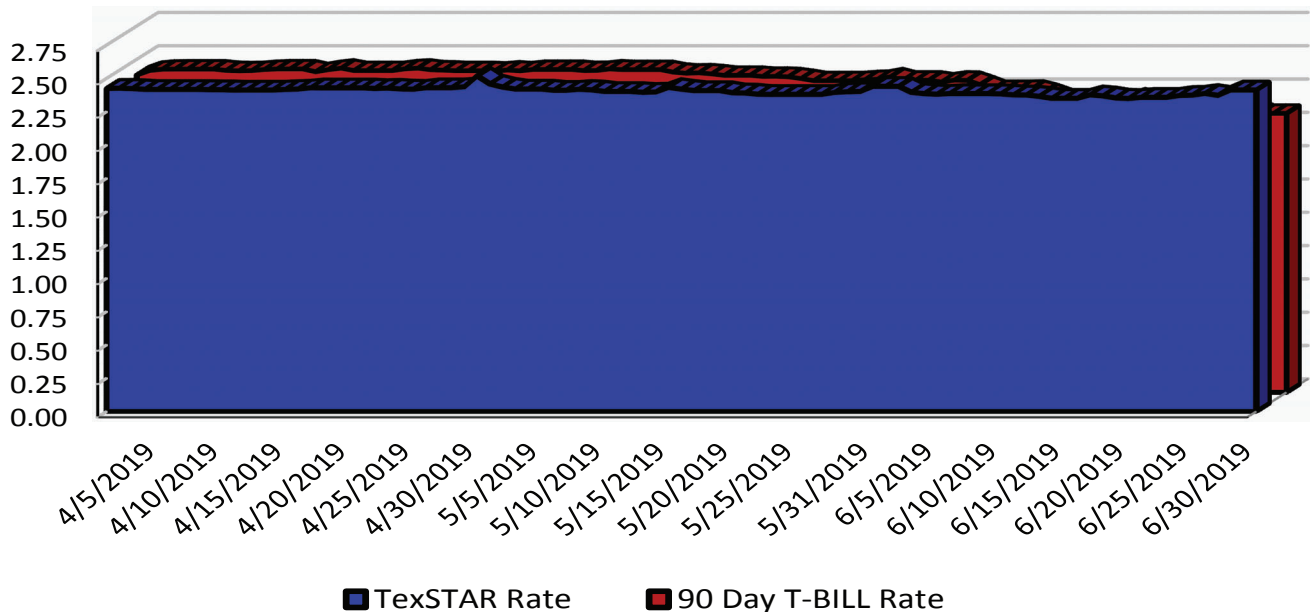
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 19	2.3790%	\$ 8,072,061,682.23	\$8,072,222,027.73	1.000019	19	103	906
May 19	2.4048%	8,251,300,232.20	8,251,929,597.00	1.000042	25	105	902
Apr 19	2.4243%	8,464,290,753.69	8,464,331,283.11	1.000004	26	101	895
Mar 19	2.4112%	8,378,300,782.34	8,378,032,817.90	0.999968	41	106	893
Feb 19	2.4001%	9,198,012,187.60	9,197,689,206.82	0.999964	45	99	891
Jan 19	2.3937%	8,624,044,987.80	8,623,938,284.28	0.999987	37	82	890
Dec 18	2.3069%	7,738,483,374.11	7,738,245,287.60	0.999940	40	95	888
Nov 18	2.2176%	6,683,233,268.87	6,682,898,473.43	0.999949	41	102	886
Oct 18	2.1615%	6,581,942,899.40	6,581,269,831.00	0.999897	41	101	884
Sep 18	1.9995%	6,458,418,968.50	6,458,002,746.78	0.999935	30	96	883
Aug 18	1.9225%	6,701,017,159.16	6,701,228,119.73	0.999971	24	91	879
Jul 18	1.8965%	6,837,425,331.68	6,837,427,966.67	1.000000	19	84	877

Portfolio Asset Summary as of June 30, 2019

	Book Value	Market Value
Uninvested Balance	\$ 364.52	\$ 364.52
Accrual of Interest Income	11,090,143.62	11,090,143.62
Interest and Management Fees Payable	(16,412,379.87)	(16,412,379.87)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,419,281,999.78	3,419,281,999.78
Government Securities	4,658,101,554.18	4,658,261,899.68
Total	\$ 8,072,061,682.23	\$ 8,072,222,027.73

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 at \$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 consist 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 June 2019

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2019	2.4394%	0.000066832	\$8,251,300,232.20	1.000042	22	105
6/2/2019	2.4394%	0.000066832	\$8,251,300,232.20	1.000042	22	105
6/3/2019	2.3941%	0.000065591	\$8,260,084,465.02	1.000041	23	108
6/4/2019	2.3844%	0.000065327	\$8,245,076,040.48	1.000068	23	108
6/5/2019	2.3799%	0.000065203	\$8,219,067,761.86	1.000054	22	108
6/6/2019	2.3850%	0.000065342	\$8,177,925,281.26	1.000063	22	107
6/7/2019	2.3848%	0.000065336	\$8,148,823,587.34	1.000062	21	106
6/8/2019	2.3848%	0.000065336	\$8,148,823,587.34	1.000062	21	106
6/9/2019	2.3848%	0.000065336	\$8,148,823,587.34	1.000062	21	106
6/10/2019	2.3824%	0.000065271	\$8,113,362,050.17	1.000066	21	107
6/11/2019	2.3753%	0.000065076	\$8,081,872,285.75	1.000061	21	107
6/12/2019	2.3743%	0.000065048	\$8,111,223,170.94	1.000055	20	106
6/13/2019	2.3638%	0.000064762	\$8,058,026,269.40	1.000055	20	105
6/14/2019	2.3494%	0.000064367	\$8,193,538,635.92	1.000048	20	104
6/15/2019	2.3494%	0.000064367	\$8,193,538,635.92	1.000048	20	104
6/16/2019	2.3494%	0.000064367	\$8,193,538,635.92	1.000048	20	104
6/17/2019	2.3754%	0.000065080	\$8,181,487,957.21	1.000058	19	103
6/18/2019	2.3675%	0.000064864	\$8,242,546,064.81	1.000056	19	102
6/19/2019	2.3521%	0.000064441	\$8,212,112,336.33	1.000088	19	102
6/20/2019	2.3477%	0.000064321	\$8,214,418,888.24	1.000042	18	101
6/21/2019	2.3567%	0.000064568	\$8,192,871,842.63	1.000042	17	100
6/22/2019	2.3567%	0.000064568	\$8,192,871,842.63	1.000042	17	100
6/23/2019	2.3567%	0.000064568	\$8,192,871,842.63	1.000042	17	100
6/24/2019	2.3706%	0.000064948	\$8,158,145,581.42	1.000042	17	99
6/25/2019	2.3732%	0.000065019	\$8,163,996,395.27	1.000029	17	99
6/26/2019	2.3861%	0.000065373	\$8,122,498,000.55	1.000023	16	99
6/27/2019	2.3716%	0.000064974	\$8,194,069,359.01	1.000013	16	97
6/28/2019	2.4121%	0.000066086	\$8,072,061,682.23	1.000019	15	97
6/29/2019	2.4121%	0.000066086	\$8,072,061,682.23	1.000019	15	97
6/30/2019	2.4121%	0.000066086	\$8,072,061,682.23	1.000019	15	97
Average	2.3790%	0.000065179	\$8,189,346,653.88		19	103



TexSTAR Participant Services
1201 Elm Street, Suite 3500
Dallas, TX 75270
1-800-839-7827

TexSTAR Board Members

William Chapman	Central Texas Regional Mobility Authority	Governing Board President
Nell Lange	City of Frisco	Governing Board Vice President
Eric Cannon	City of Allen	Governing Board Treasurer
David Medanich	Hilltop Securities	Governing Board Secretary
Jennifer Novak	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas.
Monte Mercer	North Central TX Council of Government	Advisory Board
Becky Brooks	City of Grand Prairie	Advisory Board
Nicole Conley	Austin ISD	Advisory Board
David Pate	Richardson ISD	Advisory Board
James Mauldin	University of North Texas System	Advisory Board
Sandra Newby	Tarrant Regional Water District/Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board



The material provided to TexSTAR from J.P. Morgan Asset Management, Inc., the investment manager of the TexSTAR pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 1201 Elm Street, Suite 3500, Dallas, Texas 75270, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results.

Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

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

RESOLUTION NO. 19-034

AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 401.013

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

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

WHEREAS, as a recipient of federal financial assistance, the Mobility Authority is required to comply with federal procurement procedures; and

WHEREAS, the methods of procurement to be followed by a non-federal entity are set forth in Title 2, Code of Federal Regulations, Section 200.320; and

WHEREAS, the Executive Director recommends amending Policy Code Section 401.013 as shown in Exhibit A to be consistent with federal regulations.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Section 401.013 of the Mobility Authority Policy Code as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrow, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

Article 16. GENERAL GOODS AND SERVICES

401.012 Approval of Board.

- (a) Every procurement of general goods and services costing more than \$50,000 shall require the approval of the board, evidenced by a resolution adopted by the board.
- (b) A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

401.013 Purchase Threshold Amounts.

- (a) The authority may procure general goods and services costing ~~\$50,000~~3,000 or less by such method and on such terms as the executive director determines to be in the best interests of the authority. These purchases may be awarded without soliciting competitive quotations if the Executive Director, Chief Financial Officer or Controller determines the price offered to be reasonable. To the extent practicable, purchases made by this method should be distributed equitably among qualified suppliers.
- (b) The authority may procure general goods and services costing \$150,000 or less by using informal procurement methods to obtain price or rate quotes from three or more qualified sources. In the event price and rate quotes from only two sources are available, documentation of the authority's efforts to obtain quotes from additional sources must be provided.
- (c) General goods and services costing more than \$150,000 shall be procured using competitive bidding or competitive sealed proposals.
- (d) A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

401.014 Competitive Bidding Procedures.

Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

- (1) with respect to a particular procurement, the executive director may waive the qualification requirements for all prospective bidders;
- (2) the executive director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;
- (3) notice of the procurement shall be published once at least two weeks before the deadline for the submission of responses in the officially designated newspaper of the authority, as well as on the authority's website (www.ctrma.org).
- (4) in addition to advertisement of the procurement as set forth in subsection 7.3(c) above, the authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in

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

RESOLUTION NO. 19-035

**AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
INTERLOCAL AGREEMENTS WITH TRAVIS COUNTY AND WILLIAMSON COUNTY
FOR HABITUAL VIOLATOR ROAD ENFORCEMENT SERVICES**

WHEREAS, by Resolution No. 18-059 dated October 31, 2018, the Board of Directors amended the Mobility Authority Toll Policy Code to include the additional level of habitual violator enforcement as prescribed by Chapter 372, Texas Transportation Code; and

WHEREAS, pursuant to the habitual violator policy, the Board of Directors may prohibit the operation of a motor vehicle owned or leased by a person determined to be a habitual violator on all Mobility Authority toll roads. Vehicles that continue to operate on a Mobility Authority toll road after the prohibition are subject to ticketing and impounding; and

WHEREAS, it is necessary to retain the services of law enforcement officers to enforce an order of the Board of Directors prohibiting the use of Mobility Authority toll facilities by a person determined to be a habitual violator; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize a regional mobility authority to enter into an agreement with a governmental entity for the performance of governmental functions and services, including administrative functions; and

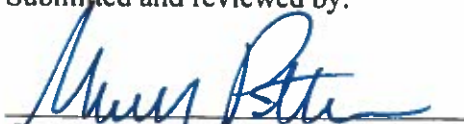
WHEREAS, the Executive Director requests authorization to negotiate and execute separate interlocal agreements with Travis County and Williamson County, each for a term of one (1) year and in an amount not to exceed \$137,500., to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby authorizes the Executive Director to negotiate and execute interlocal agreements with Travis County and Williamson County on behalf of the Mobility Authority to retain the services of law enforcement officers for habitual violator road enforcement on Mobility Authority facilities; and


BE IT FURTHER RESOLVED, that each agreement shall be for a term of one (1) year and in an amount not to exceed \$137,500.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:


Nikelle Meade
Vice Chair, Board of Directors

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

RESOLUTION NO. 19-036

**APPROVE AMENDMENT NO. 4 TO THE MAINTENANCE SERVICES AGREEMENT
WITH KAPSCH TRAFFICOM USA, INC.**

WHEREAS, in 2007 the Central Texas Regional Mobility Authority (Mobility Authority) entered into a Contract for Maintenance Services for Toll Collection System maintenance (the "Contract") with Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA, Inc.); and

WHEREAS, by Resolution No. 16-023, dated May 3, 2016, the Board approved Amendment No. 3 to the Maintenance Services Contract with Kapsch TrafficComm USA, Inc. to provide maintenance and support services for the MoPac Improvement Project and SH 71; and

WHEREAS, the Mobility Authority requires maintenance services for the SH 45SW toll project including roadside lane equipment, toll host system, intelligent transportation systems, wrong way detection and communication infrastructure; and

WHEREAS, the Executive Director and Kapsch TrafficComm USA, Inc. have negotiated Amendment No. 4 to the Contract to incorporate monthly maintenance services for the SH 45SW toll project; and


WHEREAS, the Executive Director recommends that the Board of Directors approve Amendment No. 4 to the Contract with Kapsch TrafficComm USA, Inc. in the form attached as Exhibit A hereto.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 4 to the Contract with Kapsch TrafficComm USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to finalize and execute Amendment No. 4 to the Contract with Kapsch TrafficComm USA, Inc. on behalf of the Mobility Authority in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

**FOURTH AMENDMENT TO
MAINTENANCE SERVICES CONTRACT
FOR TOLL COLLECTION SYSTEM BETWEEN CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
AND KAPSCH TRAFFICCOM USA, INC.**

This Amendment to the Maintenance Services Contract for Toll Collection System between Central Texas Regional Mobility Authority (“CTRMA”) and Kapsch TrafficCom USA, Inc. (the “Contractor”) is made effective as of the ___ day of July 2019, and is for the purpose of amending SCHEDULE 1.2 of the Maintenance Services Contract for Toll Collection System between CTRMA and Contractor, effective March 3, 2007 (the “Contract”).

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 19-0XX, dated July 24, 2019, Schedule 1.1 of the Contract is amended as described below.

SCHEDULE 1.2: PRICE SCHEDULE is amended by revising the monthly fee to reflect the current status of the 183A Phase I & II Toll project, 290E Phase I & II Toll project, the MoPac Express Lane, 71 Toll project, TMC Operations and the new 45 SW Toll projects as follows:

SCHEDULE 1.2 is deleted in its entirety and replaced with the attached SCHEDULE 1.3.

By their signatures below, the parties of the Contract evidence, their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

KAPSCH TRAFFICCOM
USA, INC.

Mike Heiligenstein
Executive Director

Peter Aczel
General Manager
Delivery and Operation

SCHEDULE 1.3

MAINTENANCE SERVICES CONTRACT FOR TOLL COLLECTION SYSTEM

PRICE SCHEDULE

This section provides descriptions of the Method of Measurement and the Basis of Payment to complete the work for maintenance services on the toll collection systems on the CTRMA's Toll Road System.

Segment Payments

1. Monthly Maintenance Services for 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane and TMC Operations at the current rates

Monthly Fee for maintaining 183A Toll, 290 Toll, 71 Toll, and the MoPac Express Lane projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation System as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Maintenance Contract Coverage for Existing Roadways	FTE Count	Month Price	Annual Price
183A Toll, 290 Toll, 71 Toll, MoPac Express Lane & TMC Operations	10	\$170,807.20	\$ 2,049,686.40

2. Monthly Maintenance Services for 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane and TMC Operations and Temporary Maintenance Services for the 45 SW Toll

Monthly Fee for maintaining 183A Toll, 290 Toll, 71 Toll, MoPac Express Lane and 45 SW Toll projects, including Plaza System, Host System, Communications Equipment, all ETC Toll Lanes, System Administration, and the complete Intelligent Transportation System as furnished and installed shall be measured on a per month basis. Each per month unit shall include furnishing all labor, materials, and support services to perform Maintenance Services for that month in conformance with the requirements of the Specifications, the specified requirements of the ITS equipment, and as accepted by the CTRMA.

Support for the 45 SW Toll at the monthly amount of \$49,872.36 will begin once the toll project passes its 30-day operational testing phase and conclude when a comprehensive contract amendment for maintenance has been finalized or after 60 days, whichever is greater.

Proposed Maintenance Contract Coverage	FTE Count	Month Price	Annual Price
183A Toll, 290 Toll, 71 Toll, MoPac Express Lane, TMC Operations and 45 SW Toll *	11.75	\$ 220,679.56	\$ 2,648,154.72

** Temporary support at the 2019 CPI rate*

Hourly Rates

The Hourly Rates for the 45 SW Toll Project are CY2019 Fully Loaded Rates.

Item Description / Position Title	CY2016	CY2017	CY2018	CY2019
	1.69%	2.33%	1.93%	2.00%
Software Engineer	\$148.12	\$151.57	\$154.50	\$157.59
System / Hardware Engineer	\$162.16	\$165.94	\$169.14	\$172.52
Technician	\$113.64	\$116.29	\$118.53	\$120.90
Database Administrator	\$210.68	\$215.59	\$219.75	\$224.14
Documentation Clerk	\$151.95	\$155.49	\$158.49	\$161.66
Testing Engineer	\$160.89	\$164.64	\$167.82	\$171.17
Project Manager	\$210.68	\$215.59	\$219.75	\$224.14
Network Administrator	\$146.84	\$150.26	\$153.16	\$156.22
Business Analyst	\$148.12	\$151.57	\$154.50	\$157.59

Out of Scope Services

Hourly rates for out of scope services pursuant to Section 11 of the Toll Collection System Maintenance Services Contract:

Software Engineer	\$157.59
System/Hardware Engineer	172.52
Technician	120.90
Database Administrator	224.14
Documentation Clerk	161.66
Testing Engineer	171.17
Project Manager	224.14
Network Administrator	156.22
Business Analyst	157.59

The Hourly Rates above are CY2019 Fully Loaded Rates

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

RESOLUTION NO. 19-037

**APPROVE WORK AUTHORIZATION NO. 18 WITH
KAPSCH TRAFFICCOM USA, INC. FOR TOLL HOST UPGRADE AND TRANSACTION
PROCESSING WORKFLOW ENHANCEMENTS**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority’s turnpike system (the “Contract”); and

WHEREAS, Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA) is the successor in interest to the Contract with Caseta Technologies, Inc., and all rights and obligations of Caseta Technologies, Inc. under the Contract are now the rights and obligations of Kapsch TrafficCom USA (“Kapsch”); and

WHEREAS, the Mobility Authority’s toll host system was designed in 2007 has undergone various modifications to accommodate each Mobility Authority toll project opened since that time; and

WHEREAS, current toll host software system architecture is in need of an upgrade to modern standards including enhancements to the user interface and to the transaction processing workflow; and

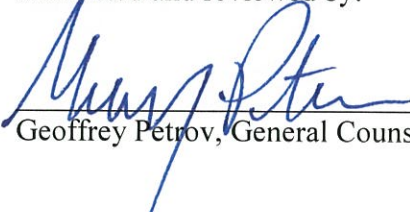
WHEREAS, the Executive Director and Kapsch have discussed and agreed to a proposed Work Authorization No. 18 for upgrades to the Mobility Authority toll host and transaction processing workflow as described therein; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 18 in an amount not to exceed \$458,000.00, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute Work Authorization No. 18 on behalf of the Mobility Authority in an amount not to exceed \$458,000.00 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION WORK AUTHORIZATION NO. 18 TOLL SYSTEM INTEGRATION FOR TOLL SYSTEM ENHANCEMENTS

THIS WORK AUTHORIZATION (“WA No. 18”) is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A, to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 18 as the “System Integrator” or “SI”).

PART I. The Contractor will perform toll implementation services generally described in the Kapsch Cofiroute Statement of Work attached hereto as **Attachment A**.

PART II. The maximum amount payable under this WA No. 18 is \$458,000. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

PART III. Payment to the Contractor for the services established under this WA No. 18 shall be made in accordance with the Contract.

PART IV. This WA No. 18 shall become effective on the date both parties have signed this WA No. 18. This WA No. 18 will terminate on the Pay By Mail system final acceptance date or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract.

PART V. This WA No. 18 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 18, as such responsibilities and obligations under the Contract remain in full force and effect.

KAPSCH TRAFFICCOM, USA:

Signature _____ Date _____

Typed/Printed Name and Title _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature _____ Date _____

Mike Heiligenstein, Executive Director

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A Kapsch Statement of Work

ATTACHMENT A

KAPSCH STATEMENT OF WORK FOR TOLL SYSTEM ENHANCEMENTS

❖ **CTRMA Toll Host Upgrade:**

Summary: Kapsch will deliver a new Toll Host that provides CTRMA a single-sign-on functionality to access Reports, ROMS, and ELCC via a single user interface.

- Estimated pricing: \$235,800
 - Software Engineer: 575 hours
 - Database Develop/Admin: 575 hours
 - Documentation: 4 hours
 - Project/Software Manager: 70 hours

❖ **CTRMA Workflow Upgrade:**

Summary: Kapsch will deliver and upgrade the transaction processing workflow within the current CTRMA Host/Transaction processing system. The new workflow will provide CTRMA upgrades to the HUB and Image Review queuing processes, and will blend with the previously completed workflow work delivered as part of the Cofiroute pay by mail improvements in early 2019.

- Estimated pricing: \$219,500
 - Software Engineer: 450 hours
 - Database Develop/Admin: 530 hours
 - Documentation: 4 hours
 - Project/Software Manager: 130 hours

The above enhancements are priced under the Kapsch 2018 Labor rates, below. The table also includes the maintenance labor pricing based on the following CPI rate adjustment each year, beginning with 2016.

Item Description / Position Title	CY2016	CY2017	CY2018	CY2019	CY2020	CY2021
	1.69%	2.33%	1.93%	2.00%		
Software Engineer	\$148.12	\$151.57	\$154.50	\$157.59		
System / Hardware Engineer	\$162.16	\$165.94	\$169.14	\$172.52		
Technician	\$113.64	\$116.29	\$118.53	\$120.90		
Database Administrator	\$210.68	\$215.59	\$219.75	\$224.14		
Documentation Clerk	\$151.95	\$155.49	\$158.49	\$161.66		
Testing Engineer	\$160.89	\$164.64	\$167.82	\$171.17		
Project Manager	\$210.68	\$215.59	\$219.75	\$224.14		
Network Administrator	\$146.84	\$150.26	\$153.16	\$156.22		

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

RESOLUTION NO. 19-038

**APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH
COFIROUTE USA, LLC TO MODIFY THE CONTRACTOR
COMPENSATION SCHEDULE**

WHEREAS, by Resolution No. 18-005, dated February 28, 2018, the Board approved an agreement with Cofiroute USA, LLC ("Cofiroute") for pay by mail, violations processing, collections and customer services (the "Agreement"); and

WHEREAS, as the Mobility Authority is currently administering the Qualified Veterans Discount Program, is in the process of implementing the Habitual Violator Enforcement Program, and plans to implement a future discount program; and

WHEREAS, the Mobility Authority has determined that additional support from Cofiroute is necessary for the Habitual Violator Enforcement Program, including issuing pre-determination and determination letters as well as preparing evidentiary information to support the Mobility Authority's habitual violator determination during a hearing; and

WHEREAS, the Mobility Authority desires for Cofiroute to assume administration of the Qualified Veterans Discount Program and to administer the future discount program when it is implemented; and

WHEREAS, in order to improve customer service, the Mobility Authority desires Cofiroute to extend their call center hours as described in the backup materials presented to the Board prior to voting on this Resolution; and


WHEREAS, the Executive Director and Cofiroute have negotiated proposed Amendment No. 2 to the Agreement which increases Cofiroute's compensation in exchange for the extension of customer service call center hours, management of the Qualified Veterans Discount Program and the future discount program, and support for the Mobility Authority's Habitual Violator Program; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 2 to the Agreement in the form or substantially the form attached hereto as Exhibit A

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 2 to the Agreement with Cofiroute, USA, LLC is hereby approved, and the Executive Director is authorized to finalize and execute Amendment No. 2 in the form or substantially in the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:


Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

**AMENDMENT NO. 2
TO THE
AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING,
COLLECTIONS AND CUSTOMER SERVICE
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
COFIROUTE USA, LLC**

This Amendment is effective on July 24, 2019 and amends that certain Agreement for Pay by Mail, Violations Processing, Collections and Customer Service between the Central Texas Regional Mobility Authority (“CTRMA”) and Cofiroute USA, LLC (“Cofiroute” or the “Contractor”), dated to be effective March 8, 2018 (the “Agreement”).

Pursuant to the authority granted by the CTRMA Board of Directors Resolution No.19-0____, dated July 24, 2019, the parties to this Amendment No. 2 agree as follows:

Attachment C of the Agreement is hereby amended to read in its entirety as described on page 2 of this amendment.

All other provisions of the Agreement, as amended, remain unchanged.

By their signatures below, CTRMA and Cofiroute USA, LLC evidence their agreement to the amendment set forth on page two.

COFIROUTE USA, LLC

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____

By: _____

Name: _____

Name: Mike Heiligenstein

Title: _____

Title: Executive Director

CUSA Amendment #2 Pricing

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

<u>Pay Item</u>	<u>Description of Item</u>	<u>Unit</u>	<u>²Volume</u> (per month)	<u>Unit Price</u>		<u>% of Toll Collected</u>	
				Proposed Price (USD)	Maximum Allowed (USD)	Proposed Percentage (%)	Maximum Allowed (%)
1	Transactions Paid Prior to Notice Generation <i>(example: plate-based pre-paid accounts, applied overpayments, etc.)</i>	Transaction	0-150,000			18%	25%
			150,001-300,000			15%	25%
			>300,000			10%	25%
2	Paid First Video Bill <i>(paid prior to issuance of 1st Notice of Non-Payment or plate-based post-paid accounts)</i>	One Paid Bill (30 days of transactions)	0-50,000	\$ 0.56	\$ 1.00	19%	20%
			50,001-75,000	\$ 0.56	\$ 1.00	19%	20%
			> 75,000	\$ 0.56	\$ 1.00	19%	20%
3	Paid 1st Notice of Non-Payment <i>(paid prior to issuance of Violation Notice)</i>	One Paid Notice (30 days of transactions)	0-20,000	\$ 2.59		14%	15%
			20,001-40,000	\$ 2.59		14%	15%
			> 40,000	\$ 2.59		14%	15%
4	Paid Violation Notice	One Paid Notice (30 days of transactions)	0-10,000	\$ 6.10		10%	10%
			10,001-20,000	\$ 6.10		10%	10%
			>20,000	\$ 6.10		10%	10%
5	Paid in Collections	Each Transaction Paid	0-5,000	\$ 3.52		0%	5%
			5,001-10,000	\$ 3.52		0%	5%
			>10,000	\$ 3.52		0%	5%
6	Image Review ¹	Transaction	0-3,000,000	NA			
			3,000,001-4,000,000	NA			
			>4,000,000	NA			
7	Court Packets	Packet	0-50	\$ 20.00			
			51-150	\$ 17.00			
			>150	\$ 15.00			

CUSA Amendment #2 Pricing

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

<u>Pay Item</u>	<u>Description of Item</u>	<u>Unit</u>	<u>²Volume</u> (per month)	<u>Unit Price</u>		<u>% of Toll Collected</u>	
				Proposed Price (USD)	Maximum Allowed (USD)	Proposed Percentage (%)	Maximum Allowed (%)
8	Legal Support (Liaisons)	Per Liaison	As Needed	\$ 16,360.00			
9	Non Sufficient Fund (NSF)	Per Paid Notice	Per Paid Notice	\$ 25.00			
10	Out of State Lookup (OOS)	Per Paid Notice	Per Paid Notice	\$ 1.00			
11	HV Cost	Determination Letter Sent	As Needed	\$ 15.00			

NOTES:

A - Proposers should not make any changes to the format or structure of the spreadsheet.

B - Proposers are to fill in all green-shaded cells. Zero is an acceptable entry.

C - Each set of transactions on a bill or notice shall age together.

D - The Contractor shall only be paid for one of the pay items for each set of transactions. That is, once a set of transactions moves from the toll bill to the 1st Notice of Non-Payment, the unit prices in rows 21-23 are used to determine payment. The unit prices in rows 13-15 no longer apply to this set of transactions. Transactions shall only be charged once, according to the phase in which the transaction was paid.

E - ²The unit price shall be determined by the unit price listed next to the total number of units that occurred in the calendar month.

F - The prices above should include all costs for performance of all aspects of the Scope of Services, except Section 2.6 (Image Processing) and any costs associated with performing any required data migration.

G - ¹Image Processing (Review) is an optional service. The cost of reviewing all images associated with one transaction, including non-revenue transactions.

H - Data Migration will be treated as a negotiated change to the contract.

I - Court packet pricing will only apply when an Authority does not need the services of Court Liaisons but only needs the packages prepared.

J - Legal Support pricing should include all costs of the Liaisons, any support staff necessary, and the preparation of the court packages and all other functions necessary for the legal support.

CTRMA - CUSA Contract Amendment Pricing Comparison

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)

Attachment C - Schedule 2 - Pay By Mail Pricing (BASE CONTRACT)				CURRENT PRICING (REV 12/2018)		PROPOSED NEW PRICING		PROJECTED INCREASE	
Pay Item	Description of Item	Unit	Volume (per month)	Unit Price (USD)	% of Toll Collected (%)	Unit Price (USD)	% of Toll Collected (%)	Unit Price (USD)	% of Toll Collected (%)
1	Transactions Paid Prior to Notice Generation <i>(example: plate-based pre-paid accounts, applied overpayments, etc.)</i>	Transaction	0-150,000		18%		18%		0%
			150,001-300,000		15%		15%	0%	
			>300,000		10%		10%	0%	
2	Paid First Video Bill <i>(paid prior to issuance of 1st Notice of Non-Payment)</i>	One Paid Bill <i>(30 days of transactions)</i>	0-50,000	\$ 0.54	17%	\$ 0.56	19%	\$ 0.02	2%
			50,001-75,000	\$ 0.54	17%	\$ 0.56	19%	\$ 0.02	2%
			> 75,000	\$ 0.54	17%	\$ 0.56	19%	\$ 0.02	2%
3	Paid 1st Notice of Non-Payment <i>(paid prior to issuance of Violation Notice)</i>	One Paid Notice <i>(30 days of transactions)</i>	0-20,000	\$ 2.50	13%	\$ 2.59	14%	\$ 0.09	1%
			20,001-40,000	\$ 2.50	13%	\$ 2.59	14%	\$ 0.09	1%
			> 40,000	\$ 2.50	13%	\$ 2.59	14%	\$ 0.09	1%
4	Paid Violation Notice	One Paid Notice <i>(30 days of transactions)</i>	0-10,000	\$ 5.60	8%	\$ 6.10	10%	\$ 0.50	2%
			10,001-20,000	\$ 5.60	8%	\$ 6.10	10%	\$ 0.50	2%
			>20,000	\$ 5.60	8%	\$ 6.10	10%	\$ 0.50	2%
5	Paid in Collections	Each Transaction Paid	0-5,000	\$ 3.52	0%	\$ 3.52	0%	\$ -	0%
			5,001-10,000	\$ 3.52	0%	\$ 3.52	0%	\$ -	0%
			>10,000	\$ 3.52	0%	\$ 3.52	0%	\$ -	0%
6	Image Review	Transaction	0-3,000,000	NA		NA		NA	
			3,000,001-4,000,000	NA		NA		NA	
			>4,000,000	NA		NA		NA	
7	Court Packets	Packet	0-50	\$ 20.00		\$ 20.00		\$ -	
			51-150	\$ 17.00		\$ 17.00		\$ -	
			>150	\$ 15.00		\$ 15.00		\$ -	
8	Legal Support (Liaisons)	Per Liaison	As Needed	\$ 16,360.00		\$ 16,360.00		\$ -	
9	Insufficient Funds (NSF)	Per Paid Notice	Per Paid Notice	\$ 25.00		\$ 25.00		\$ -	
10	Out of State (OOS) Processing Fee	Per Paid Notice	Per Paid Notice	\$ 1.00		\$ 1.00		\$ -	
11	Habitual Violator Cost	Per Determination Letter Sent	As Needed			\$ 15.00		\$ 15.00	

Information in red denotes changes

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

RESOLUTION NO. 19-039

**APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH FAGAN CONSULTING
LLC TO EXTEND THE TERM FOR AN ADDITIONAL YEAR**

WHEREAS, by Resolution No. 14-070 dated September 24, 2014, the Board awarded a contract for general toll systems consulting services to Fagan Consulting LLC ("Fagan"), and authorized the Executive Director to negotiate and execute a contract with Fagan on behalf of the Mobility Authority; and

WHEREAS, the Executive Director and Fagan executed a General Systems Consulting Services Agreement, commencing October 1, 2014, and concluding September 30, 2019 (the "Agreement"); and

WHEREAS, because of Fagan's current involvement in key revenue impacting projects and knowledge of the Mobility Authority's toll management system, process workflows and vendor connections, the Executive Director requests the Board to approve proposed Amendment No. 1 to the Agreement to extend the term to September 30, 2020; and

WHEREAS, a copy of proposed Amendment No. 1 to the Agreement is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that Amendment No. 1 to the General Systems Consulting Services Agreement with Fagan Consulting LLC is hereby approved, and the Executive Director is authorized to finalize and execute Amendment No. 1 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

**First Amendment To
Professional Consulting Services Agreement
Between
Central Texas Regional Mobility Authority
And
Fagan Consulting, LLC**

This First Amendment to the Professional Consulting Services Agreement between the Central Texas Regional Mobility Authority and Fagan Consulting, LLC, a Texas limited liability company, effective October 1, 2014 (the “Agreement”) is made effective as of the 24th day of July 2019, and is for the purpose of amending Article Three of the Agreement to read as follows:

**Article 3
TIME OF PERFORMANCE**

It is understood and agreed that the maximum term of this Agreement shall be six (6) years, commencing October 1, 2014, and concluding September 30, 2020, (the “Expiration Date”) subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below. The initial term shall be three (3) years commencing on the Effective Date, and there shall be three (3) successive one (1) year renewal terms following the expiration of the initial (3) year term. In addition to any other termination rights set forth in this Agreement, either party may elect to terminate this Agreement at the conclusion of the third or fourth year of the term by providing one hundred twenty (120) days’ written notice to the other prior to the end of the initial term or of the first renewal term. Absent such notice of termination, the renewal terms will automatically take effect. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing.

By their signatures below, the parties to this First Amendment to the Agreement evidence their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

FAGAN CONSULTING LLC

Mike Heiligenstein,
Executive Director

Ron Fagan, Managing Member
Fagan Consulting, LLC



STATEMENT OF WORK

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

I. Introduction (Statement of Purpose and Need)

Central Texas Regional Mobility Authority (CTRMA) currently operates toll facilities in Central Texas utilizing an electronic toll collection system that employs automatic vehicle identification using transponders and a violation enforcement system with integrated cameras to capture digital images of license plates.

CTRMA participates in the Central US Interoperability hub to exchange data with participating agencies in Texas, Oklahoma and Kansas, which accounts for the largest share of CTRMA's collection.

For the remaining vehicles, for which there is no transponder "read" or the account is not in good standing, the roadside system captures images of the vehicle's license plates. These images, along with transactional information, are sent to CTRMA's Pay By Mail Services contractor for additional processing. Services provided include a full-service Customer Service Center, self-service website, Toll Bill and Notice of Non-Payment invoicing, and pursuit of toll and administrative fee revenues. Egregious violators are pursued through various remedies including court, Habitual Violator processes, and 3rd party collections.

In support of CTRMA's Toll Collection System and Pay By Mail services initiatives, Fagan Consulting will provide support to CTRMA to ensure individual project objectives, schedules, and financial goals are met. The tasks identified for the scope of this effort include the following:

1. Toll System Integrator (TSI) procurement
2. Monthly Lane Audits
3. Pay By Mail Prepaid Account Interoperability
4. Prepaid Account and Tag Services
5. Intelligent Transportation Systems (ITS) Integrator procurement



1. Toll System Integrator procurement

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Toll System Integrator (TSI) procurement to include the following:

- General Project Management and Contractor oversight as needed including communication, coordination, schedules, and project archive documentation
- Updates to CTRMA Business Rules as needed
- Updates to business process documentation and process flows as needed
- Development of the Request for Proposals (RFP) including technical requirements, instructions to proposers, price sheets, and all supporting documentation
- Assistance in review and scoring of received proposals
- Support in contract review and price negotiation as needed
- Support of TSI requirements gathering process including design workshops
- Support of TSI development and design process including reviews of sample materials, mock-ups, system demonstrations, and preliminary design documents
- Review and approval cycles of TSI deliverables including, but not limited to the following:
 - Project Schedule
 - Project Management Plan
 - Detailed Design Document
 - Requirements Traceability Matrix
 - Quality Management Plan
 - Reporting proposal and reports
 - Master Test Plan
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Oversee and participate in system accuracy testing
- Advise regarding systems contract performance standards

2. Monthly Lane Audits

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's system accuracy assessment using scheduled Open Road Tolling (ORT) lane performance audits to include the following:

- Verification of automatic vehicle detection using a combination of video and reports
- Verification of automatic vehicle classification using a combination of video and reports



- Annual image-based toll (iToll) and Image Code-off reports
- Submit a comprehensive system accuracy assessment report upon completion of audit data review including
 - Summary of data used for each metric
 - Description of sample of observed errors
 - Recommendations for resolving observed errors
 - Recommendations for possible improvements, if applicable

3. Prepaid Account Interoperability

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Prepaid Account Interoperability initiative to include the following:

- Updates to CTRMA business rules as needed
- Updates to business process documentation and process flows as needed
- Review change order scope, pricing, and schedule related to contracts with Pay By Mail services Contractor to support implementation of required software and/or hardware changes
- Support in change order price negotiation as needed
- Support of Contractor requirements gathering process including design workshops
- Support of Contractor design process including reviews of sample materials, mock-ups, system demonstrations, customer correspondence, interface control documents, and preliminary design documents
- Review and approval cycles of Contractor deliverables including, but not limited to the following:
 - Project Schedule
 - Detailed Design Document updates
 - Requirements Traceability Matrix updates
 - New and revised reports
 - Test Plans
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Coordination with Central US Interoperability partners as needed to coordinate testing and implementation
- Support of other CTRMA efforts including partner agency and customer communication in preparation for implementation



4. Prepaid Account and Tag Services

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Prepaid Account and Tag Services initiative to include the following:

- Updates to CTRMA business rules as needed
- Updates to business process documentation and process flows as needed
- Review change order scope, pricing, and schedule related to contracts with Pay By Mail services Contractor to support implementation of required software and/or hardware changes
- Support in change order price negotiation as needed
- Support of transponder provider requirements and purchasing as needed
- Support of Contractor requirements gathering process including design workshops
- Support of Contractor design process including reviews of sample materials, mock-ups, system demonstrations, customer correspondence, interface control documents, and preliminary design documents
- Review and approval cycles of Contractor deliverables including, but not limited to the following:
 - Project Schedule
 - Detailed Design Document updates
 - Requirements Traceability Matrix updates
 - New and revised reports
 - Test Plans
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Coordination with Central US Interoperability partners as needed to coordinate testing and implementation
- Support of other CTRMA efforts including partner agency and customer communication in preparation for implementation



5. Intelligent Transportation Systems Integrator procurement

Fagan Consulting will provide oversight and support as directed by CTRMA in support of CTRMA's Intelligent Transportation System (ITS) Integrator procurement to include the following:

- General Project Management and Contractor oversight as needed including communication, coordination, schedules, and project archive documentation
- Support of TSI requirements gathering process including design workshops
- Support of TSI development and design process including reviews of sample materials, mock-ups, system demonstrations, and preliminary design documents
- Review and approval cycles of TSI deliverables including, but not limited to the following:
 - Project Schedule
 - Project Management Plan
 - Detailed Design Document
 - Requirements Traceability Matrix
 - Quality Management Plan
 - Reporting proposal and reports
 - Master Test Plan
- Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results
- Review detailed development and implementation schedules and assist with progress reporting
- Oversee and participate in system accuracy testing
- Advise regarding systems contract performance standards

II. Scope of Work

Fagan Consulting understands its primary responsibility regarding the projects described herein include the following:

1. Evaluate the impact of the project from a technological, financial, and operational perspective.
2. Oversight of the development of required system specifications related to systems and operational requirements.
3. Participate in project meetings as toll system and operations subject matter expert.
4. Review, comment on and in some cases, develop documentation of envisioned systems to ensure feasibility of integrating the new systems/operations with CTRMA's existing systems/operations.



5. Oversee work and review work product resulting from the project scope described above.

III. Task Outputs by Consultant

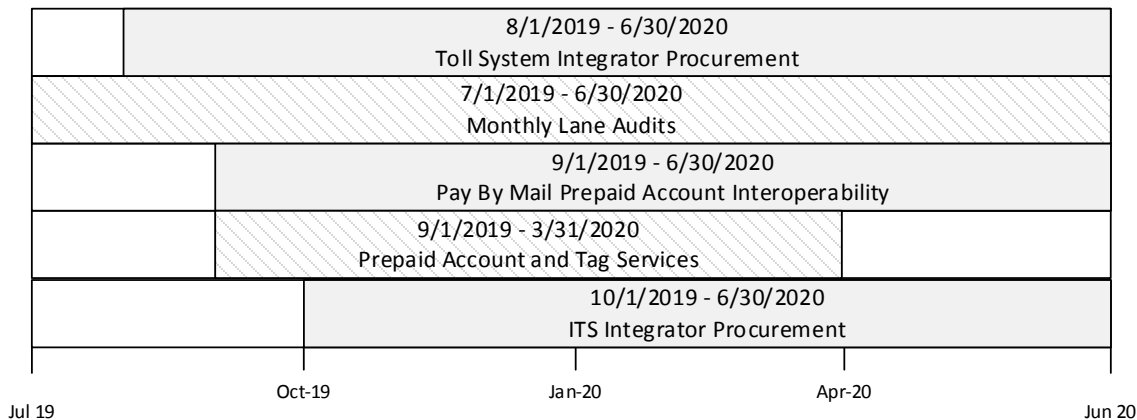
Outputs from the task include the following:

1. Technical information as requested/required by/for Contractors and other partners.
2. Project artifacts including meeting agendas & minutes, project charter, project plan, project schedule, and status reports as required.
3. Development of technical requirements, business rules, and operating procedures as needed by CTRMA.
4. Comments related to all submitted documentation regarding efforts described above.

IV. Work Schedule

The work schedule below represents planned schedules for each of the projects. The schedules are subject to change dependent on CTRMA's needs and approved schedule changes as each project is initiated and further defined.

Toll System Integrator procurement:	August 2019 – June 2020
Monthly Lane Audits:	July 2019 – June 2020
Pay By Mail Prepaid Account Interoperability:	September 2019 – June 2020
Prepaid Account and Tag Services:	September 2019 – March 2020
ITS Integrator procurement:	August 2019 – June 2020





V. Estimated Costs

Compensation will be based on actual hours worked and direct billable expenses incurred. The following is a projected budgetary not-to-exceed amount.

Toll System Integrator Procurement

Toll System Integrator procurement	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	160		\$ 28,643.20
Business rules development	160	Possible adjustment of existing rules	\$ 28,643.20
RFP Development	240		\$ 42,964.80
Posting	8		\$ 1,432.16
Questions and answers	80		\$ 14,321.60
Evaluation	80		\$ 14,321.60
Vendor selection	16		\$ 2,864.32
Contract negotiation	40		\$ 7,160.80
Project Kick-off	16		\$ 2,864.32
Requirements /System design development	240		\$ 42,964.80
Oversight of system design development	320		\$ 57,286.40
Transition plan development / review	80		\$ 14,321.60
Factory Acceptance Testing (FAT)	240		\$ 42,964.80
System Integration Testing (SIT)	320		\$ 57,286.40
System Acceptance Testing (SAT)	320		\$ 57,286.40
Operational Testing - Final Acceptance	320		\$ 57,286.40
Labor			\$ 472,612.80
Direct expense		Travel (assumes \$1,500 per trip)	\$ 7,500.00
Total project budget			\$ 480,112.80

Monthly Lane Audits

Monthly lane audits and ad hoc projects	Hours	Assumptions	Task Cost
Tasks			
Rolling lane audits	699	Same as previous year	\$ 125,134.98
Ad hoc projects	400	Four possible projects, average 100 hours per	\$ 71,608.00
Labor			\$ 196,742.98
Direct expense		Travel (assumes \$1,500 per trip)	\$ 4,500.00
Total project budget			\$ 201,242.98



Pay By Mail Prepaid Account Interoperability

4. Pay By Mail Prepaid Account Interoperability	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	20		\$ 3,580.40
Business rules development	60		\$ 10,741.20
Change order negotiation	4		\$ 716.08
Project Kick-off	10		\$ 1,790.20
Requirements /System design development	40		\$ 7,160.80
Oversight of design/development	60		\$ 10,741.20
Customer correspondence review/input	0		\$ -
Factory Acceptance Testing (FAT)	40		\$ 7,160.80
System Integration Testing (SIT)	80		\$ 14,321.60
System Acceptance Testing (SAT)	40		\$ 7,160.80
Operational Testing - Final Acceptance	80		\$ 14,321.60
Labor			\$ 77,694.68
Direct expense		Travel (assumes \$1,500 per trip)	\$ 4,500.00
Total project budget			\$ 82,194.68

Prepaid Account and Tag Services

Prepaid Account and Tag Services	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	40		\$ 7,160.80
Business rules development	80		\$ 14,321.60
RFP Development	200	Procurement activities not needed	\$ 35,804.00
Posting	4	if CTRMA will negotiate tags with	\$ 716.08
Questions and answers	24	a manufacturer and the bulk of the	\$ 4,296.48
Evaluation	40	effort is Cofiroute system development	\$ 7,160.80
Vendor selection	8		\$ 1,432.16
Contract negotiation	4		\$ 716.08
Project Kick-off	4		\$ 716.08
Requirements /System design development	40		\$ 7,160.80
Oversight of system design development	60		\$ 10,741.20
Factory Acceptance Testing (FAT)	80		\$ 14,321.60
System Integration Testing (SIT)	180		\$ 32,223.60
System Acceptance Testing (SAT)	80		\$ 14,321.60
Operational Testing - Final Acceptance	120		\$ 21,482.40
Labor			\$ 172,575.28
Direct expense		Travel (assumes \$1,500 per trip)	\$ 7,500.00
Total project budget			\$ 180,075.28



ITS Integrator Procurement

ITS Integrator procurement	Hours	Assumptions	Task Cost
Tasks			
Requirements Gathering	0		\$ -
RFP Development	0		\$ -
Posting	0		\$ -
Questions and answers	0		\$ -
Evaluation	0		\$ -
Vendor selection	0		\$ -
Contract negotiation	0		\$ -
Project Kick-off	20		\$ 5,000.00
Requirements /System network design	200		\$ 50,000.00
Oversight of design/development	182		\$ 45,500.00
Factory Acceptance Testing (FAT)	248		\$ 62,000.00
System Integration Testing (SIT)	330		\$ 82,500.00
System Acceptance Testing (SAT)	182		\$ 45,500.00
Operational Testing - Final Acceptance	320		\$ 80,000.00
Labor			\$ 370,500.00
Direct expense		Travel (assumes \$1,500 per trip)	\$ 4,500.00
Total project budget			\$ 375,000.00

VI. Statement of Work Maximum-not-to-Exceed Amount

The maximum-not-to-exceed amount of this Statement of Work is **\$1,318,625.76**.

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

RESOLUTION NO. 19-040

**APPROVING A CONTRACT FOR COMMUNICATIONS
AND MARKETING CONSULTING SERVICES**

WHEREAS, on April 8, 2019, the Mobility Authority issued a Request for Qualifications ("RFQ") for communications and marketing consulting services; and

WHEREAS, the Mobility Authority received eleven responses to the RFQ by the April 29, 2019 deadline; and

WHEREAS, Mobility Authority staff evaluated the responses based on the criteria set forth in the RFQ and made a recommendation to the Executive Director to short-list five of the responding teams; and

WHEREAS, Mobility Authority staff conducted interviews of the short-listed teams on June 14, 2019, and evaluated their responses to prepared questions using interview-specific criteria; and

WHEREAS, in accordance with the Mobility Authority's procurement policies and based on the evaluation of the responses to the RFQ and interview questions, the Executive Director recommends awarding a contract for communications and marketing consulting services to Buie & Co., LLC; and


WHEREAS, the Executive Director requests authorization from the Board to execute a contract for communications and marketing services with Buie & Co., LLC in an amount not to exceed \$2,000,000 and in substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby awards a contract to provide communications and marketing services to the Mobility Authority to Buie & Co., LLC; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute a contract for communications and marketing services with Buie & Co., LLC in an amount not to exceed \$2,000,000 and in the form or substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:


Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

**COMMUNICATION AND MARKETING SERVICES AGREEMENT
BETWEEN
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
BUIE & CO. LLC**

This Communication and Marketing Services Agreement (the "Agreement") is made and entered into by and between the Central Texas Regional Mobility Authority (the "Mobility Authority"), a Texas political subdivision, and Buie & Co., LLC (the "Consultant"), a Texas limited liability company, to be effective as of the 24th day of July, 2019 (the "Effective Date").

WITNESSETH:

WHEREAS, the Mobility Authority desires to obtain the services of a firm to provide communication and marketing services and advice to the Mobility Authority in support of its mission and goals; and

WHEREAS, the Mobility Authority solicited proposals from firms interested in providing communication and marketing services and the Consultant was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for proposals submitted by Consultant and statements and representations made during interviews conducted as part of the procurement process, the Mobility Authority selected Consultant as the best qualified firm to provide communication and marketing services; and

WHEREAS, by Resolution No. 19-0 , the Mobility Authority's Board of Directors ("Board of Directors") approved the selection of Consultant and authorized the Mobility Authority's Executive Director to finalize and execute a contract for communication and marketing services in an amount not to exceed \$1,000,000.00.

NOW, THEREFORE, the Mobility Authority and Consultant, in consideration of the mutual covenants and agreement herein contained, do hereby agree as follows:

**ARTICLE I
RETENTION OF THE CONSULTANT**

The Mobility Authority agrees to and hereby retains Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. The Consultant will be required to complete tasks described below, at the direction of the Director of External Affairs and within the budget established by the Board of Directors.

**ARTICLE II
SCOPE OF SERVICES**

Consultant covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A (the "Services") in a professional and complete manner in all respects. The Services shall include but are not limited to the Account Maintenance Services, described below. The Services may be performed directly by Consultant or, subject to the

agreement of the Director of External Affairs, provided by Consultant through its subcontractors and subconsultants. Consultant agrees to provide adequate staff and resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the Mobility Authority. Without limiting any of its other rights under this Agreement or otherwise, the Mobility Authority may withhold payment of fees or reimbursement of expenses to Consultant for certain Services if Consultant's performance fails to comply with industry standards, is not performed by specified deadlines, or fails to meet any other provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the Mobility Authority.

ARTICLE III ACCOUNT MAINTENANCE SERVICES

As part of the provision of Services, Consultant will provide a day-to-day account lead to manage the Agreement and generally support the Mobility Authority in its efforts to elevate the agency's brand, mission, and vision (the "Account Maintenance Services"). Account Maintenance Services may include but are not limited to: keeping abreast of relevant local, regional and industry news and events; advising the Mobility Authority of earned media, outreach, and/or public speaking opportunities; and maintaining familiarity with the business and industry such that meaningful recommendations can be made and opportunities to achieve agency goals are identified and acted upon swiftly.

ARTICLE IV WORK PRODUCT

1. Copyrights.

With respect to third party materials which Consultant elects to include in the work product it generates and which is intended for public dissemination, Consultant shall provide such third party materials, including the associated third party license terms and conditions governing the Mobility Authority's use thereof, to the Mobility Authority for its pre-approval. If the Mobility Authority approves such third party materials, then the Mobility Authority's use thereof shall be governed by such terms and conditions. If the Mobility Authority does not provide written approval of such third party material, the Mobility Authority and Consultant shall engage in reasonable efforts to substitute such third party materials. In the event any claims are asserted against the Mobility Authority for copyright or license violations related to the Consultant's use of third party materials, such claims will be considered a material breach of this Agreement and be subject to indemnification by Consultant pursuant to Article XII.

At the Mobility Authority's written request, Consultant shall coordinate the Mobility Authority's seeking of copyright and/or trademark registrations for the Work Product. The Mobility Authority acknowledges and agrees that (i) such registration activities shall be subject to the parties' mutual agreement on an appropriate budget to be paid by the Mobility Authority in connection therewith (i.e., separate and apart from the budget set forth under Appendix B), (ii) Consultant may use a third party law firm or other third party subcontractor, to be designated at Consultant's reasonable discretion, for the foregoing registration efforts, and (iii) the Mobility

Authority shall cooperate and provide information as needed in connection with such registration efforts.

Consultant shall not assert rights at common law or in equity or establish any claim to statutory copyright in any deliverables, material, information or products created by Consultant on the Mobility Authority's behalf or provided by or through Consultant as part of the Services hereunder (collectively, "Work Product").

The Mobility Authority shall have the right to use, reproduce, or distribute any or all Work Product without the necessity of obtaining any permission from Consultant and without any additional expense and charge (i.e., beyond the applicable compensation specified under Appendix B).

Materials or information made or obtained by Consultant on behalf of the Mobility Authority may be used by Consultant for other purposes only if approved in writing by the Mobility Authority.

The Mobility Authority will not be held liable/responsible for any copyright or intellectual property infringements or liabilities arising from Work Product provided by or through Consultant.

2. Ownership of materials and products.

In accordance with the terms of this Agreement, the Mobility Authority will retain all property rights, including publication rights, to all Work Product.

Consultant shall ensure that duplication and distribution rights for all Work Product are secured by Consultant for the Mobility Authority from all of its employees, contractors and subcontractors, and applicable third parties.

Consultant warrants that individuals or characters appearing or depicted in print, videotapes or other media have provided their written consent and have been compensated by Consultant (either directly or by and through its subconsultants) for their appearance, as appropriate.

**ARTICLE V
TERM AND TERMINATION**

This Agreement is for a term of two (2) years from the Effective Date, terminating on the 24th day of July 2021. By mutual written agreement of the Mobility Authority and Consultant, this Agreement may be extended for up to two (2) additional one-year periods.

Either party may terminate this Agreement for any reason, with or without cause, and thereby sever the independent contractor relationship between Consultant and the Mobility Authority, by providing a minimum of sixty (60) days prior written notice of its election to terminate to the other party. However, any termination for cause by Mobility Authority is effective immediately upon the delivery of notice of termination to Consultant. The Mobility Authority may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, or otherwise engages in

activity that, in the Mobility Authority's sole judgment, would subject the Mobility Authority in any manner to damages, liability, or damage to the Mobility Authority's reputation. Upon any termination, the Mobility Authority shall pay any undisputed fees and reimbursable expenses, including non-cancelable expenses, approved by the Mobility Authority in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

ARTICLE VI COMPENSATION

1. **Compensation.** The Board of Directors has established a not to exceed amount for this Agreement as provided in Appendix B. The Mobility Authority agrees to pay and Consultant agrees to accept the compensation set forth in the attached Appendix B. This compensation, including a monthly baseline retainer, as described below, and additional costs approved under a Work Authorization, constitutes full payment for all services, liaison, products, materials, and equipment required to provide and deliver the Services, including, but not limited to, materials, training, equipment used, overhead, and administrative expenses. No compensation shall be paid for work performed that is not authorized as the Retainer under this Agreement or by the Director of External Affairs in a written Work Authorization.

All payments to be made by the Mobility Authority to Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

2. **Retainer.** The Mobility Authority agrees to pay and Consultant agrees to accept a monthly baseline retainer (the "Retainer") in an amount set forth in Appendix B to compensate Consultant for the Account Maintenance Services provided by the day-to-day account lead. The Retainer is limited to labor costs for the day-to-day account lead and does not include hard costs, special projects, or account management from additional personnel. Other Services shall be subject to a signed Work Authorization that has been issued by the Mobility Authority.

3. **Reimbursement.** Provided that a signed Work Authorization has been issued by the Mobility Authority, the Mobility Authority shall reimburse Consultant for reasonable, ordinary, and necessary business expenses incurred by Consultant in performing the authorized duties and Services under the Work Authorization, including all reasonable out-of-pocket, third-party vendor expenses incurred by Consultant in performing the Services, direct expenses such as reasonable postage, delivery, shipping, duplication, printing costs; supplies and out of pocket expenses for production, on-line research, media, and purchased goods necessary to perform the Services.

The Mobility Authority shall reimburse Consultant monthly for pre-approved (in writing) travel outside of Williamson and Travis Counties and related expenses incurred by Consultant or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery.

Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status described in subarticle VI.1.

4. **Work Authorizations.** Consultant shall prepare and submit a Work Authorization for approval by the Director of External Affairs for each task to be performed under this Agreement that is outside the scope of the Account Maintenance Services. At a minimum, each Work Authorization shall include: (1) types of Services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a not to exceed cost amount, (6) the individual Consultant staff and/or subconsultants and their assigned rates and responsibilities, and (7) a Work Authorization budget calculated using rates set forth in Appendix B. Consultant is not to include additional contract terms and conditions in the Work Authorization.

Consultant shall not proceed with any task required under this Agreement, other than Account Maintenance Services, without an approved Work Authorization from the Mobility Authority for such Services. Any Services performed or expenses incurred by Consultant prior to Consultant's receipt of an approved Work Authorization shall be entirely at Consultant's risk.

5. **Invoicing.** Consultant shall bill the Mobility Authority for Services rendered and the reimbursable expenses incurred by providing to the Mobility Authority's Director of External Affairs a monthly invoice dated on the last day of each month and delivered on or before the 15th day of the following month. Each monthly invoice shall describe in detail the Services performed (including both Account Maintenance Services and other Services approved under a Work Authorization), hours worked and rate, and the reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). All Services shall be billed on an hourly basis at the hourly rates submitted by Consultant in Appendix B. Each Consultant employee or separately billed subconsultant must report the tasks they performed and the amount of time spent performing those tasks. Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the Mobility Authority requests from time to time. Monthly invoices shall be compiled and submitted to the Mobility Authority by separate Work Authorizations, project names and/or numbers as reasonably requested by the Mobility Authority. Consultant shall certify each monthly invoice as true and correct, and as accurately reflecting billings incurred for the month for which invoiced Services were provided and reimbursable expenses were incurred.

Upon receipt of an invoice that complies with all requirements set forth herein, the Mobility Authority shall make a good faith effort to pay all undisputed amounts, which are due and payable within thirty (30) days. The Mobility Authority reserves the right to withhold payment of Consultant's billing statement in the event of any of the following: (1) dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed; or (3) if required reports are not received.

Monthly invoices shall be sent to:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Director of External Affairs

ARTICLE VII SUBCONSULTANTS AND KEY PERSONNEL

The Consultant may provide for the performance of portions of the Services through one or more subconsultants, provided that any subconsultant proposed to be utilized are approved, in advance and in writing, by the Director of External Affairs. In the event Consultant does utilize one or more approved subconsultants, Consultant shall remain fully liable for the actions or inactions of such subconsultants and shall be solely responsible for compensating the subconsultants.

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix B are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from Consultant or the approved subconsultant selected and engaged by Consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Mobility Authority's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Mobility Authority. In no event shall Consultant transfer, or reassign any individual identified on Appendix B except as instructed by, or with the prior written consent of, the Mobility Authority.

Consultant shall use its best efforts to enhance continuity in the Key Personnel, subconsultants selected and engaged by Consultant, and other employees regularly performing the Services. Consultant shall notify the Mobility Authority regarding the scheduling of the Key Personnel's corporate activities, vacations, and other engagements during which he or she is unavailable for the Services if such unavailability shall materially impact the provision of Services to the Mobility Authority. Individuals may be added to Appendix B with the mutual written consent of Consultant and the Mobility Authority (email to be deemed sufficient).

ARTICLE VIII REMOVAL OF PERSONNEL

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Mobility Authority, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the Mobility Authority, promptly be removed from providing the Services to the Mobility Authority. Consultant shall furnish the Mobility Authority with an equally qualified candidate for replacement of the removed person within ten (10) days

thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Mobility Authority.

ARTICLE IX RELATIONSHIP BETWEEN THE PARTIES

The parties recognize that the Mobility Authority, through its Executive Director and assigned staff, manage the day-to-day business and affairs of the Mobility Authority and that only an independent contractor relationship, and no other type of relationship, exists between the Mobility Authority and Consultant. Consultant acknowledges and agrees that neither it, nor any of Consultant's employees, officers, agents, or contractors, shall be considered an employee of the Mobility Authority for any purpose.

Consultant has no authority to enter into any contract binding upon the Mobility Authority, or to create any obligation on behalf of the Mobility Authority, without express and specific written authorization from the Executive Director. Under no circumstances may Consultant represent to suppliers, contractors, subcontractors, or any other parties that Consultant, its employees, and affiliates are employees of the Mobility Authority or serve the Mobility Authority in any capacity other than as an independent contractor. Consultant shall clearly inform others that it has no authority to bind the Mobility Authority, unless the Mobility Authority specifically authorizes otherwise in writing.

In the performance of the Services, Consultant as an independent contractor possesses the sole right to supervise, manage, operate, control, and direct the performance of the details incident to the Services. Consultant is not entitled to any insurance, pension, vacation, sick leave, or other benefits customarily afforded to employees of the Mobility Authority. Nothing in this Agreement is deemed or construed to create a partnership, joint venture, or joint enterprise; or relationship of employee-employer or principal-agent.

ARTICLE X REPRESENTATION AND WARRANTIES

Consultant represents and warrants that the individual executing this Agreement on behalf of Consultant is duly authorized Consultant to do so, and that this Agreement constitutes a valid and legally binding agreement of Consultant enforceable against it in accordance with its terms.

Consultant further represents and warrants to the Mobility Authority that Consultant (a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the Mobility Authority hereunder; (b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not an employee, contractor, or representative of, or contractor for any other firm currently under contract with the Mobility Authority or intending to bid for any contract; and (c) is under no physical, financial, or mental disability at this time that would hinder the full performance of the obligations under this Agreement; (d) is not under contract, and must not without the Mobility Authority's prior written consent, contract with any company, organization, or person that the Mobility Authority reasonably believes to be in opposition or hostile to the Mobility Authority's operation and

mission. Consultant further represents and warrants that, except in connection with the request for proposal and related discussions in connection with the Services contemplated under this Agreement, Consultant and each individual identified on Appendix B has no current business relationship or a previous business relationship that existed on or after January 1, 2016, with any of the Mobility Authority's personnel, other than as that business relationship is identified on the form attached as Appendix C hereto.

The Mobility Authority represents and warrants that it is the owner or licensee of all intellectual property rights sufficient to enable Consultant to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for the Mobility Authority.

ARTICLE XI CONFIDENTIAL INFORMATION

All materials and ideas created during the performance of the Services under this Agreement in whole or in part by Consultant, its employees and subcontractors, is proprietary and confidential information and is owned by the Mobility Authority in accordance with the terms of Article IV, and the Mobility Authority will retain ownership of all work-in-progress. Such proprietary and confidential materials and information may only be used by Consultant during the term of this Agreement as necessary to carry out the purposes of this Agreement. Consultant shall return all such materials in Consultant's possession to the Mobility Authority upon termination of this Agreement. Consultant agrees not to disclose during the term of this Agreement or at any time thereafter to any unauthorized person, association, firm, corporation, or other party any proprietary or confidential information relating to the Mobility Authority, and Consultant confirms that such information constitutes the exclusive property of the Mobility Authority.

The parties agree that each of the provisions in this Article XI are important and material, and significantly affect the successful conduct of the Mobility Authority's business, as well as its reputation and goodwill. Any breach of the terms of this Article XI, is a material breach of this Agreement from which Consultant may be enjoined and for which Consultant also shall be liable to the Mobility Authority for all damages arising or resulting from the breach in accordance with the terms of this Agreement. Consultant understands and acknowledges that Consultant's responsibilities under this Article XI continue in full force and effect after Consultant's contractual relationship with the Mobility Authority ends for any reason.

Notwithstanding anything in this Agreement to the contrary, Consultant has no obligation of confidentiality with respect to information that (a) is or becomes part of the public domain through no act or omission of Consultant; (b) was in Consultant's lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from the Mobility Authority; (c) is lawfully disclosed to Consultant by a third party without restriction on disclosure; (d) is independently developed by Consultant without use of or reference to the Mobility Authority's confidential information; or (e) is required to be disclosed by law or judicial, arbitral or governmental order or duly executed process, provided Consultant gives the Mobility Authority prompt written notice of the requirement sufficient to permit the Mobility Authority a reasonable opportunity to seek a protective order or other appropriate relief.

**ARTICLE XII
INDEMNIFICATION; LIMITATION ON LIABILITY**

CONSULTANT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY THIRD PARTY CLAIMS, COSTS, EXPENSES, OR LIABILITIES OF ANY TYPE OR NATURE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), TO THE EXTENT ARISING FROM CONSULTANT'S PERFORMANCE OF THE SERVICES TO BE ACCOMPLISHED UNDER THIS AGREEMENT, OR CONSULTANT'S FAILURE TO PERFORM SUCH SERVICES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY. CONSULTANT ALSO SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND CONSULTANTS FROM ANY CLAIMS (AS DEFINED ABOVE), TO THE EXTENT ARISING FROM CONSULTANT'S MATERIAL BREACH OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION WITH RESPECT TO ARTICLE IV). IN THE EVENT THE MOBILITY AUTHORITY, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THE CONSULTANTS ARE FOUND, INDIVIDUALLY OR COLLECTIVELY, TO BE PARTIALLY AT FAULT WITH RESPECT TO A CLAIM (AS DEFINED ABOVE) UNDER THIS PARAGRAPH, CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY, AND ITS EMPLOYEES, DIRECTORS, AGENTS AND CONSULTANTS FROM AND AGAINST THE PORTION OF SUCH CLAIM RELATING TO PERCENTAGE OF FAULT ATTRIBUTABLE TO CONSULTANT, ITS EMPLOYEES, AGENTS, OR CONTRACTORS SELECTED AND ENGAGED BY CONSULTANT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY), BUT EXCLUDING DAMAGES AND CLAIMS COVERED BY INSURANCE PROCEEDS, SHALL NOT EXCEED DOUBLE THE "NOT TO EXCEED AMOUNT" SET FORTH IN ATTACHMENT B TO THIS AGREEMENT. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES.

THE FOREGOING LIMIT OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES SHALL NOT EXCLUDE OR AFFECT (A) ANY LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL MISCONDUCT, OR CRIMINAL ACTS BY CONSULTANT, IT'S EMPLOYEES OR SUBCONSULTANTS (B) ANY LIABILITY FOR ANY TYPE OF DAMAGE OR LOSS, TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY INSURANCE PROCEEDS FROM INSURANCE CONSULTANT CARRIES, REGARDLESS OF WHETHER REQUIRED TO BE CARRIED HEREUNDER AND (C) DAMAGES ARISING FROM A BREACH OF ARTICLES IV AND X, ABOVE.

ARTICLE XIII GENERAL PROVISIONS

1. **Insurance.** Consultant shall maintain, and shall require its subcontractors to retain the insurance required in Appendix D, which is hereby incorporated in this Article XIII, Section 1 for all purposes. Until Consultant has obtained the specified insurance, Consultant may not perform any Services or undertake any other activity that might result in personal injury while performing the Services.

2. **Compliance with Laws.** Consultant and the Mobility Authority each shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes, and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

3. **Audit.** The Mobility Authority shall have the exclusive right to examine Consultant's books and records to verify the costs or expenses incurred in the performance of this Agreement and for the purpose of checking the amount of work performed by Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the term of the Agreement and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, the Texas Department of Transportation ("TxDOT"), the Federal Highway Administration ("FHWA"), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

4. **Entire Agreement.** This Agreement is the entire agreement of the parties, and supersedes any and all oral representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

5. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

6. **Exclusive Jurisdiction and Venue.** Consultant agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Agreement or the Project, shall be the District Court in Austin, Texas. Consultant waives all objections it might have to the jurisdiction or venue of such court and hereby consents to such court's jurisdiction, regardless of Consultant's residence or domicile, for any such action or proceeding.

7. **Invalidity.** If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid

remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

8. **Modification.** This Agreement may not be changed, altered, or modified unless in writing and signed by the parties.

9. **Binding Effect.** The rights and benefits of Consultant under this Agreement are personal to Consultant and may not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may, upon prior notice to Consultant, be assigned by the Mobility Authority and inure to the benefit of any assignee which is a governmental or political subdivision entity engaged in the same or similar mission as the Mobility Authority.

10. **Waiver.** Waiver by the Mobility Authority or Consultant of any breach of this Agreement by the other party is not effective unless in writing, and no such waiver operates as a waiver of any subsequent breach.

11. **Acknowledgment.** Each party agrees by its signature to this Agreement that it (a) fully understands the Agreement's purposes, terms, and provisions, (b) has obtained advice of legal counsel for review of this Agreement and has had substantial involvement in its preparation, and (c) expressly acknowledges receipt of a copy of this Agreement.

12. **Benefits Inured.** This Agreement is solely for the benefit of the parties and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

13. **Survival.** Articles IV, V, IX, X, XI, XII and this Section survive the expiration or termination of this Agreement for any reason.

14. **Availability of Funds.** The awarding of this Agreement and continuation hereof is dependent upon the availability of funding and budget authorization during the entire term of this Agreement.

15. **Notices.** Notice is deemed given under this Agreement (a) when delivered by hand; (b) one business day after being deposited with a reputable overnight air courier service; or (c) three business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of Consultant:

Buic & Co., LLC
2901 Bee Cave Rd., Suite D
Austin, Texas 78746
jcd@buicco.com

With a copy to:

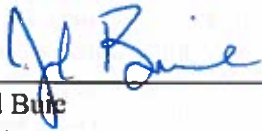
In the case of the Mobility Authority:

**Mike Heiligenstein, Executive Director
Central Texas Regional the Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first written above.

THE CONSULTANT

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: 

Jed Buie
Partner
Buie & Co., LLC

By: _____
Mike Heiligenstein
Executive Director

Appendix A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of the Communication and Marketing Services Agreement between the Mobility Authority and the Consultant effective as of the 24th day of July 2019. Any term used in this appendix has the meaning given to that term by the Agreement. Services provided under this Agreement include, but are not limited to, strategic communications consulting, public relations, and creative services. The Consultant will work at the direction and supervision of the Mobility Authority to provide the Services and work cooperatively and collaboratively with the Mobility Authority's other consultants. The Services to be provided by the Consultant include the following key elements:

1. Daily support of the Mobility Authority in its efforts to elevate the agency's brand, mission, and vision.
2. Implement innovative and proven public relations strategies.
3. Secure earned media placements, which could include but are not limited to: media sources in Central Texas, national trade publications of significance to the transportation industry, and national digital media as needed.
4. Provide executive voice support through social media posts and blogs, etc. for the executive team.
5. Develop relevant content, including thought leadership pieces and opinion editorials related to infrastructure development in the region.
6. Provide creative services, including the development of targeted education campaigns to key stakeholders (including industry leaders, customers, elected officials, and the general public), graphic design, and printed collateral. Manage implementation of all aspects of campaigns as requested, including campaign-specific social media.
7. Identify and provide access to media production, media buyers, media planners, and market research. Oversee the management of these vendors and/or subconsultant firms.
8. Provide copywriting and proofreading services as requested.
9. Track analytics and report on success metrics for all efforts, initiatives and campaigns, and provide forward-thinking and strategic recommendations based on results.
10. Prepare monthly progress reports of activities performed and resulting metrics

Other communications and marketing efforts may be requested of the selected firm as needs arise. Of note, government relations is not part of this scope of services.

Appendix B

COMPENSATION

Payment

The Mobility Authority agrees to pay, and Consultant agrees to accept, as full and sufficient compensation for the performance of all Services, monthly payments based on the monthly Retainer provided for Account Maintenance Services, approved Work Authorizations, corresponding invoices and the budget set forth therein, to be submitted to the Mobility Authority by Consultant consistent with the requirements of Article VI. Payment under this Agreement shall be made within thirty (30) days of an approved invoice date. This compensation constitutes full payment for all of the Services, including, but not limited to overhead and administrative expenses.

The Retainer for the Account Maintenance Services shall be \$6,600.00 per month.

The total amount of this Agreement shall not exceed \$1,000,000.00 (the "Not to Exceed Amount"), which shall include the Retainer for the Account Maintenance Services.

Fee Billing

At the end of each month, Consultant shall invoice the Mobility Authority the exact fees based upon the Retainer for Account Maintenance Services and the hours incurred in performing any additional Services during that month. Any additional fees will be based upon Consultant's rate cards as described below. Consultant's hourly rate schedule is as follows:

Key Personnel Rate Card

<i>Title</i>	<i>Key Personnel</i>	<i>Rate</i>
Agency Principal	Jed Buie, Partner	\$200.00
Agency Principal	Ashley Kegley-Whitehead, Partner	\$200.00
Agency Principal	Lynda Rife, President	\$200.00
Day-to-Day Account Lead	Alina Carnahan, Public Affairs	\$165.00
Account Service Resources	Patti Hixon, Account Director	\$175.00
Account Service Resources	Rebecca Hickey, Acct. Exec./ Public Involvement Specialist	\$170.00
Account Service Resources	Elmer Guardado, Account Coordinator	\$145.00
Creative Resources	Ashley Kegley-Whitehead, Creative Director	\$200.00
Creative Resources	Kate Stevenson, Designer	\$165.00

Billing of Third Party Expenses

Consultant shall invoice the Mobility Authority the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided. Consultant will provide detailed invoices for all services provided by

subconsultants and other third parties. Billing for direct expenses, subconsultant services and media buys shall be at a flat rate with no markups or agency commissions, in accordance with the Agreement.

Payments to Subconsultants

The Mobility Authority will have no responsibility or direct obligation for payment to subconsultants selected and engaged by Consultant for Services rendered in connection with Consultant's performance under this Agreement, unless otherwise agreed to in writing by the parties (email to be deemed sufficient).

Appendix C

DISCLOSURE STATEMENT FORM

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

SECTION I. Description of Potential Conflicts of Interest.

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

SIGNED: _____ **DATE:** _____
NAME AND TITLE: _____
REPRESENTING: _____

Appendix D

INSURANCE REQUIREMENTS

The Consultant and all subconsultants shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Agreement and shall maintain such insurance through the term of the Agreement. The Consultant shall provide proof of insurance in a form reasonably acceptable by the Authority. The Consultant certifies that it has and will maintain insurance coverages as follows:

- A. **Workers Compensation Insurance.** In accordance with the laws of the State of Texas and Consultant's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.
- B. **Comprehensive General Liability Insurance.** With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.
- C. **Comprehensive Automobile Liability Insurance.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Consultant's obligations under this Agreement.
- D. **Excess Liability Insurance.** In an amount of \$5,000,000 per occurrence and aggregate.
- E. **General for All Insurance.** The Consultant shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles A. through D., above, by A. M. Best Company as "A-VII" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle E., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles B., C., and D., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Consultant, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Article XII, above, is included.

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

- F. **Subconsultant**. In the event a subconsultant selected by the Consultant to perform work associated with this Agreement is unable to secure insurance coverage in the amounts set forth in subarticles B., D., and F. above, Consultant may provide to the Authority an explanation of coverages that a subconsultant does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subconsultant, and an acknowledgement that the Consultant remains liable for the work performed under the Agreement, including that performed by the subconsultant. The Authority may decide, in its sole discretion, whether to accept the coverages available to the subconsultant, and may condition its acceptance, if granted, on satisfactory evidence that Consultant will remain liable for work performed by the subconsultant and that Consultant's insurance will cover the work, actions, errors and omissions of the subconsultant.

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

RESOLUTION NO. 19-041

**APPROVING MAXIMUM AND MINIMUM SPEED LIMITS
FOR THE MOPAC EXPRESS LANES AND RELATED AMENDMENTS TO
MOBILITY AUTHORITY POLICY CODE SECTION 301.015**

WHEREAS, Chapter 370 of the Transportation Code and other applicable law authorizes the Board to establish speed limits on Mobility Authority roadways; and

WHEREAS, Section 301.014 of the Policy Code provides guidelines for establishing speed limits on Mobility Authority roadways; and

WHEREAS, Section 301.015 of the Mobility Authority Policy Code publishes the speed limits for certain Mobility Authority toll facilities; and

WHEREAS, the Board has reviewed and considered the "MoPac Express Lanes Speed Limit Study" dated December 26, 2018, prepared by WSP USA Inc. and on file in the Mobility Authority office (the "Speed Limit Study"); and


WHEREAS, based on the Speed Limit Study, the Board finds that a maximum speed limit of 70 miles per hour and a minimum speed of 55 miles per hour are safe and reasonable speeds for those who travel on the MoPac Express Lanes, and that it is in the best interest of the Mobility Authority and those who travel on the MoPac Express Lanes to establish a maximum speed limit of 70 miles per hour and a minimum speed of 55 miles per hour.

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the Speed Limit Study and hereby approves the recommended maximum speed limit of 70 miles per hour and minimum speed of 55 miles per hour on the MoPac Express Lanes, as set forth in the Speed Limit Study; and

BE IT FURTHER RESOLVED, that the Board hereby amends Section 301.015 of the Mobility Authority Policy Code to promulgate maximum and minimum speed limits for the MoPac Express Lanes by adding a new Subsection 301.015(c) as set forth in Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

301.015 Speed Limits for Specific Roadways

(a) The maximum speed of a motor vehicle on the main tolled lanes of the 183A Turnpike is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, the maximum speed of a motor vehicle on a non-tolled frontage road of the 183A Turnpike is limited to 60 miles per hour.

(b) The maximum speed of a motor vehicle on the main toll lanes of the 290 Toll is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, a lesser transition maximum speed limit for a motor vehicle that is entering or exiting a main toll lane of the 290 Toll is established as identified on the strip map attached as Appendix C to the September 8, 2014, Speed Zone Study, on file in the Mobility Authority offices.

(c) The maximum speed of a motor vehicle on the MoPac Express Lanes is limited to 70 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. The minimum speed of a motor vehicle on the MoPac Express Lanes is limited to 55 miles per hour except within construction, transitional, or reduced speed zones, or during any period of congested conditions or adverse atmospheric or weather conditions.

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

RESOLUTION NO. 19-042

**APPROVE CHANGE ORDER NO. 3 TO THE SYSTEM-WIDE PERFORMANCE BASED
MAINTENANCE CONTRACT WITH ROY JORGENSEN ASSOCIATES, INC. FOR
ADDITIONAL MOWING AT INTERSECTIONS ON THE MOPAC IMPROVEMENT
PROJECT**

WHEREAS, by Resolution No. 15-057 dated September 30, 2015, the Board awarded a System-wide Performance Based Maintenance Contract to Roy Jorgenson Associates, Inc. for the performance of routine maintenance on Mobility Authority facilities (the "Maintenance Contract"); and

WHEREAS, the Mobility Authority desires additional mowing at intersections along the MoPac Improvement Project to enhance the level of aesthetics and provide a pleasant experience for drivers using the MoPac Express Lanes; and


WHEREAS, the Executive Director and Roy Jorgenson Associates, Inc. have negotiated proposed Change Order No. 3 to the Maintenance Contract to provide additional mowing at intersections along the MoPac Improvement Project, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve proposed Change Order No. 3 in an amount not to exceed \$225,859.06.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Change Order No. 3 to the System-wide Performance Based Maintenance Contract with Roy Jorgenson Associates, Inc. and authorizes the Executive Director to finalize and execute Change Order No. 3 on behalf of the Mobility Authority in an amount not to exceed \$225,859.06 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:


Geoffrey Petrov, General Counsel

Approved:


Nikelle Meade
Vice Chair, Board of Directors

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CHANGE ORDER #03

System-wide Performance Based Maintenance Contract (PBMC) - 15PROGXXX01M

Amount: \$225,859.06

Description:

MoPac Improvement Project - Landscape Mowing at Intersections

An additional pay item has been added for landscape mowing at intersections along the MoPac Improvement Project as described in the attached Change Order #3 Scope document.

Change Order Contents:

1. Change Order Forms
2. Bid item cost breakdown from RJA
3. Change Order #3 Scope
4. Vol IV Maps – MoPac (Revised)



CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Roy Jorgensen Associates, Inc.
2. Change Order Work Limits: MoPac Improvement Project (Loop 1) Corridor
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F - Addition of Landscape Mowing at Intersections Along MoPac Corridor

5. Describe the work being revised:

The scope of this change order includes revising the maintenance maps and updating costs for the maintenance of additional landscape mowing at intersections along the MoPac corridor to be performed in accordance with the Contract Documents.

6. Work to be performed in accordance with Items: _____

7. New or revised plan sheet(s) are attached and numbered: Vol IV Maps - MoPac

8. New general notes to the contract are attached: Yes No

9. New Special Provisions to Item No. _____ and Special Specification Item _____ are attached. N/A

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>This Change Order Proposal includes all known and anticipated direct, indirect and consequential impacts or amounts which may be incurred as a result of the event, occurrence or matter giving rise to this change, and Maintenance Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented. If the Change Order Proposal includes claims of Sucontractors or Suppliers, the Maintenance Contractor has reviewed such claims and has determined in good faith that the claims are justified as to both entitlement and amount.</i></p>	<p>The following information must be provided</p>	
	<p>Amount added by this change order: \$ <u>225,859.06</u></p>	
	<p>For CTRMA use only:</p>	
<p>Original Contract Amount \$ <u>20,876,495.00</u></p>		
<p>Revised Contract Amount To Date \$ <u>21,384,455.27</u></p>		

THE CONTRACTOR Date _____

By *Abraham A. Henningsgaard*

Typed/Printed Name Abraham A. Henningsgaard

Typed/Printed Title VICE PRESIDENT

RECOMMENDED FOR EXECUTION:

Engineer's Seal:



Michelle E. Stracener
 (1) _____ Date July 11, 2019
 GEC Project Manager

- (2) _____ Date
 CTRMA, Roadway & Facilities Maint Mgr
- (3) _____ Date
 CTRMA, Director of Engineering
- (4) _____ Date
 CTRMA, General Counsel
- (5) _____ Date
 CTRMA, Deputy Executive Director
- (6) _____ Date
 CTRMA, Executive Director

Change Order #: 3

Estimated Cost: \$ **225,859.06**

TABLE A: Force Account Work and Materials Placed into Stock

		LABOR	QTY	HOURLY RATE	TOTAL	EQUIPMENT	DAYS	HOURLY RATE	TOTAL

TABLE B: Contract Amount Changes

				ORIGINAL + PREVIOUSLY REVISED CONTRACT			REVISED / NEW CONTRACT			CONTRACT CHANGE
CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	OVERRUN / (UNDERRUN)
751RMA 0001CO3	3F	LANDSCAPE MOWING (MOPAC IMPROVEMENT PROJECT) CO#3	CYC	0.00	\$ -	\$ -	14.00	\$ 16,132.79	\$ 225,859.06	\$ 225,859.06
TOTALS						\$ -			\$ 225,859.06	\$ 225,859.06

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. This change order compensates the contractor for all changes valued at \$50,000 or less.

Note: Quantities are rounded to 2 decimal places for formatting. Amounts are accurate to the nearest \$0.01


CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Change Order No. 3 -- Revised Contract Amount to Date Summary

Original Contract: \$ 20,876,495.00

	Amount	Description	Revised Contract Amt to Date:
C.O. #1	\$ -	Revised Auditable Section Length & Misc Items	\$ 20,876,495.00
C.O. #2	\$ 282,101.21	Table B - Change order consists of unit price adjustment for addition of landscaping along SH71. Table C - Work orders for limited maintenance on SH71 and MoPac have been applied to the appropriate pay items for each corridor. A summary of the revised actuals to-date is included, showing the result of this change.	\$ 21,158,596.21
C.O. #3	\$ 225,859.06	Addition of landscape mowing areas at intersections along the MoPac corridor.	\$ 21,384,455.27

Summary Prepared by:  _____, P.E. 11-Jul-19
 Michelle E. Stracener, P.E. Date

COST BREAKDOWN

CO#3

MoPac

LABOR

DESCRIPTION	QUANT.	REG. RATE	REGULAR	REG. TIME	O/T RATE	O/T	O/T	TOTAL
			HOURS	TOTAL COST		HOURS	TOTAL COST	
Supervisor	1	\$ 35.00	40	\$ 1,400.00	\$ 52.50	0	\$ -	\$ 1,400.00
Tech IV	1	\$ 28.00	40	\$ 1,120.00	\$ 42.00	0	\$ -	\$ 1,120.00
Tech II	1	\$ 17.50	40	\$ 700.00	\$ 26.25	0	\$ -	\$ 700.00
Tech II	1	\$ 17.50	40	\$ 700.00	\$ 26.25	0	\$ -	\$ 700.00
Tech II	1	\$ 17.50	40	\$ 700.00	\$ 26.25	0	\$ -	\$ 700.00

\$ 4,620.00

EQUIPMENT

DESCRIPTION	QUANT.	HOURLY	HOURS	TOTAL
		RATE		COST
F150 Crew Cab 196470	1	\$ 16.40	40	\$ 656.00
TMA	1	\$ 32.70	40	\$ 1,308.00
F350 Crew Cab	1	\$ 25.40	40	\$ 1,016.00
F550 Crew Cab	1	\$ 25.54	40	\$ 1,021.60
Zero Turn Mower	2	\$ 375.00	WK	\$ 750.00
Weed Eater	4	\$ 186.00	WK	\$ 744.00
Blower	2	\$ 168.00	WK	\$ 336.00
Trailer	1	\$ 3.82	40	\$ 152.80
Sprayer	0	\$ 514.00	MO	\$ -

\$ 5,984.40

Materials

DESCRIPTION	QUANT	UNIT	PRICE	TOTAL
Miscellaneous(trash bags, weedeater string, oil, ect.)	1	EA	\$ 20.00	\$ 20.00
Barricades	1	EA	\$ 600.00	\$ 600.00
Herbicide	1	EA	\$ -	\$ -

\$ 620.00

MOBILIZATION

DESCRIPTION	QUANT	UNIT	PRICE	TOTAL
MOB Cost	0	LS	\$ 1,200.00	\$ -

\$ -

**RECAP
CO#3
Mopac**

LABOR

BASE LABOR		\$	4,620.00
MARK-UP	25%	\$	1,155.00
BURDEN	55%	\$	2,541.00
TOTAL LABOR		\$	8,316.00

EQUIPMENT

COST		\$	5,984.40
MARK-UP	15%	\$	897.66
TOTAL EQUIPMENT		\$	6,882.06

MATERIALS

COST		\$	620.00
MARK-UP	25%	\$	155.00
TOTAL MATERIALS		\$	775.00

MOBILIZATION

COST		\$	-
TOTAL MATERIALS		\$	-

TOTAL COST		\$	15,973.06
BOND	1%	\$	159.73
		\$	16,132.79

Minimum of one mow cycle per month and begin a cycle within 3 days of notice.

Central Texas Regional Mobility Authority

Contract No. 15PROGXXX01M
Landscape Mowing Areas at Intersections
MoPac Improvement Project (Loop 1)
Various Locations

I. CHANGE ORDER #3

July 11, 2019

TABLE OF CONTENTS

A.	Scope of Work	3
	Table 1: Approximate Quantities for Estimating	3
B.	Price Proposal Form	4
	Exhibit A – Change Order #3 MoPac Landscape Mowing Areas	5

A. SCOPE OF WORK

The purpose of Change Order #3 is to include additional landscape mowing areas at intersections along the MoPac Improvement Project corridor, as shown in the plans. These additional areas shall be maintained in accordance with the performance measures shown in Exhibit 2 - Performance and Measurement Table for 10.2 Landscape Areas. The height of the grass and weeds is to be kept between 4"-8". Mowing begins before vegetation reaches 8".

The contractor will be notified three days in advance of the date to begin the mowing cycle. Once work begins, the contractor will work continuously until the mowing cycle is completed. If the contractor fails to perform mowing operations per this change order, Liquidated Damages will be applied at CTRMA's discretion in accordance with Table 5.2, Failure to Submit Deliverables Liquidated Damages for Failure to Complete Scheduled Work in the amount of \$1,000 per day.

The contractor will be required to mow a minimum of one cycle per month.

The updated plan sheets indicate modifications and additions within the blue bubble area, denoted as Change Order #3.

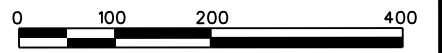
Table 1: Approximate Quantities for Estimating

APPROXIMATE QUANTITIES FOR ESTIMATING PURPOSES ONLY			
Description	Intersection	Quantity	Unit
Landscape Mowing	RM 2222	5.40	AC
	W 45th Street	4.68	
	W 35th Street	8.68	
	Westover Road	3.54	
	Windsor Road	5.40	
	Enfield Road	4.01	

B. PRICE PROPOSAL FORM

ITEM CODE	DESCRIPTION AND UNIT PRICING IN WRITING	UNIT OF MEASUREMENT	APPROX. QUANTITY	UNIT PRICE (IN FIGURES)		AMOUNT (IN FIGURES)	
				DOLLARS	CENTS	DOLLARS	CENTS
751RMA 0001CO3	LANDSCAPE MOWING (MOPAC IMPROVEMENT PROJECT) CO#3 <u>for Sixteen Thousand One Hundred Thirty-two Dollars and Seventy-nine Cents per Month</u>	CYC	14	16,132	79	225,859	06
	TOTAL BID AMOUNT <u>for Two Hundred Twenty-five Thousand Eight Hundred Fifty-nine Dollars and Six Cents</u>					225,859	06

EXHIBIT A – CHANGE ORDER #3 MOPAC LANDSCAPE MOWING AREAS

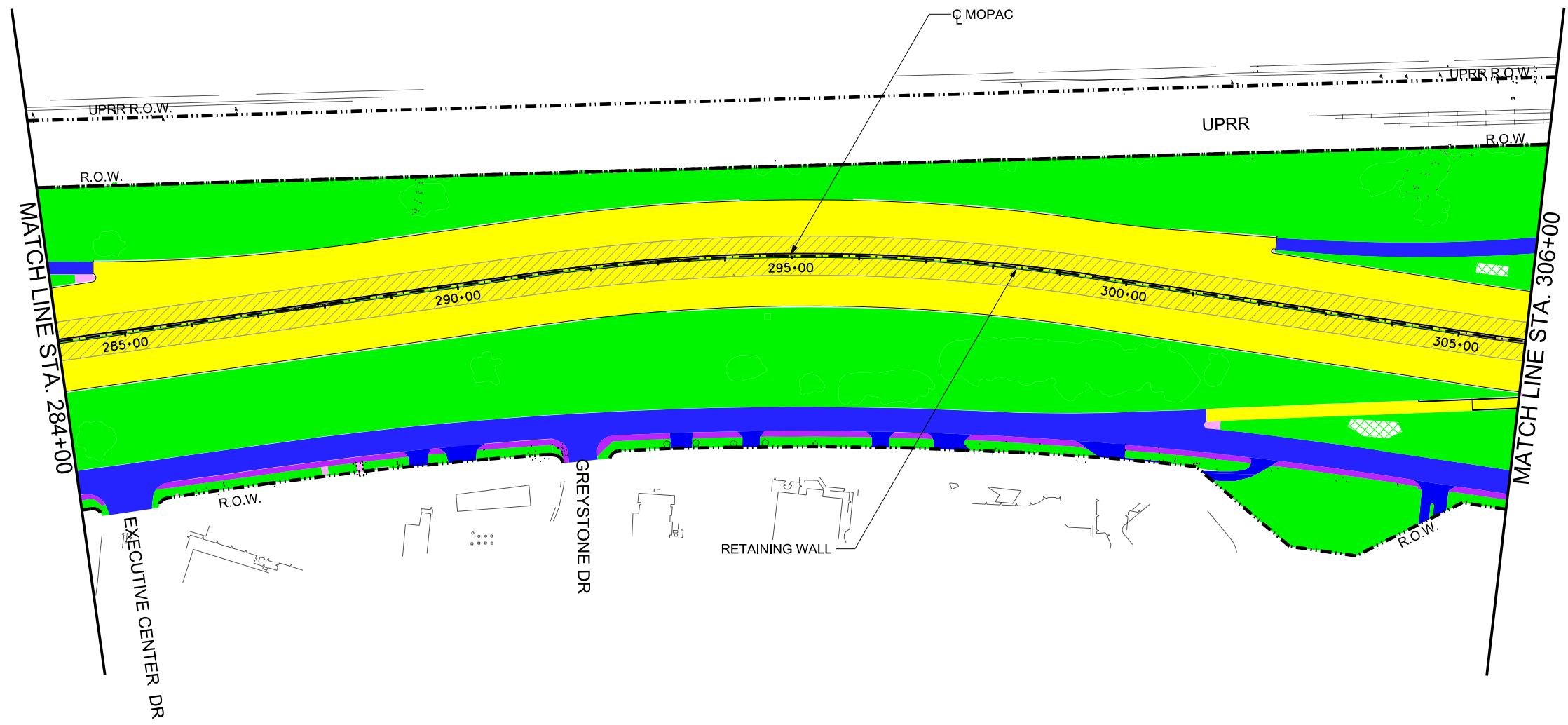


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
 TIME: 3:45:00 PM
 FILE: ...Mopac CO3\MOPAC_PLN14_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

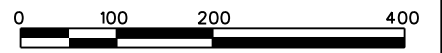
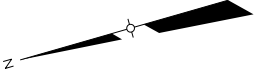
MAINTENANCE MAPS

MOPAC

STA. 284+00 TO STA. 306+00

SHEET 14 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				14
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

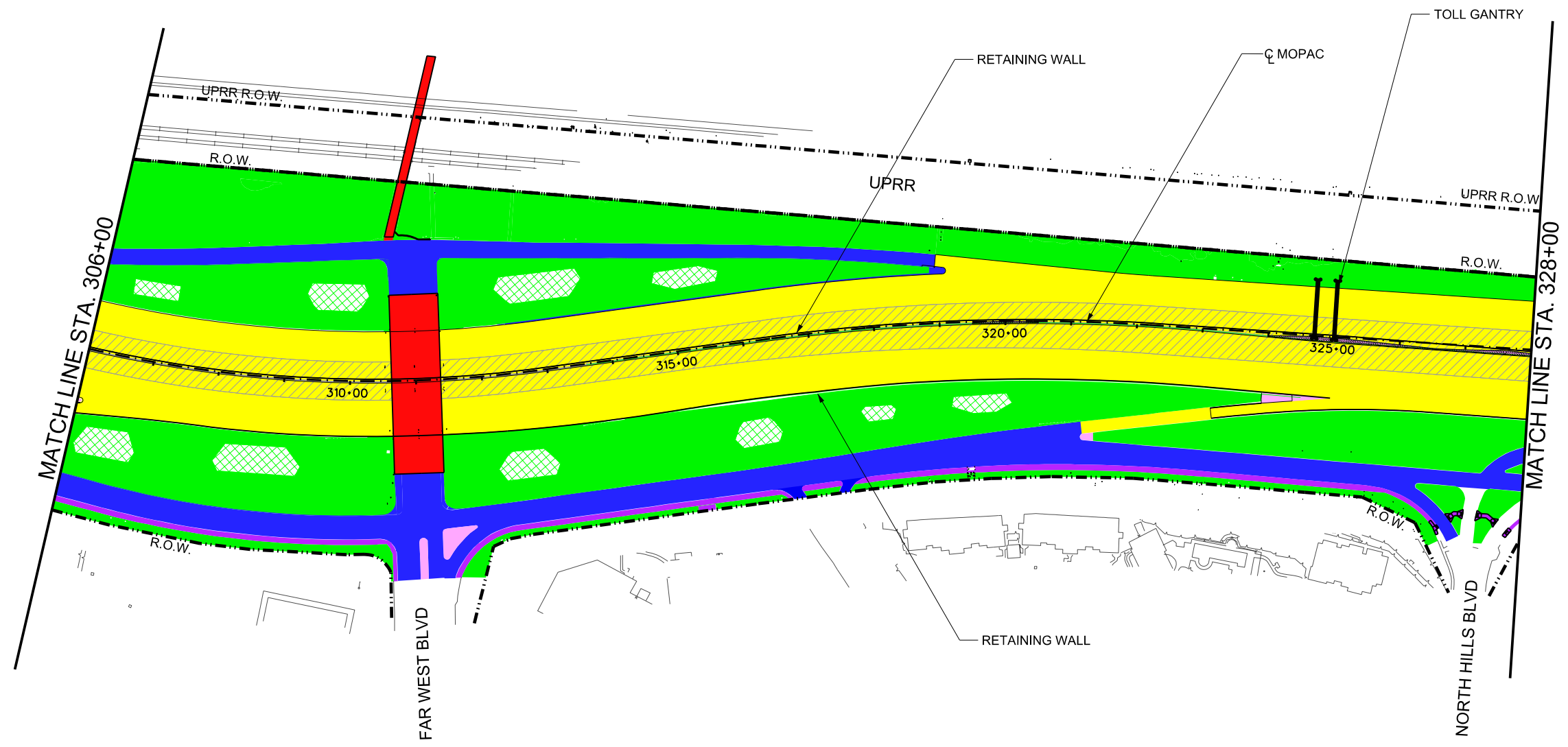


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
 TIME: 3:55:03 PM
 FILE: ...Mopac CO3\MOPAC_PLN15co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

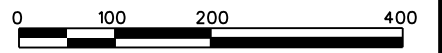
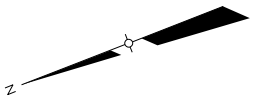
MAINTENANCE MAPS

MOPAC

STA. 306+00 TO STA. 328+00

SHEET 15 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				15
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

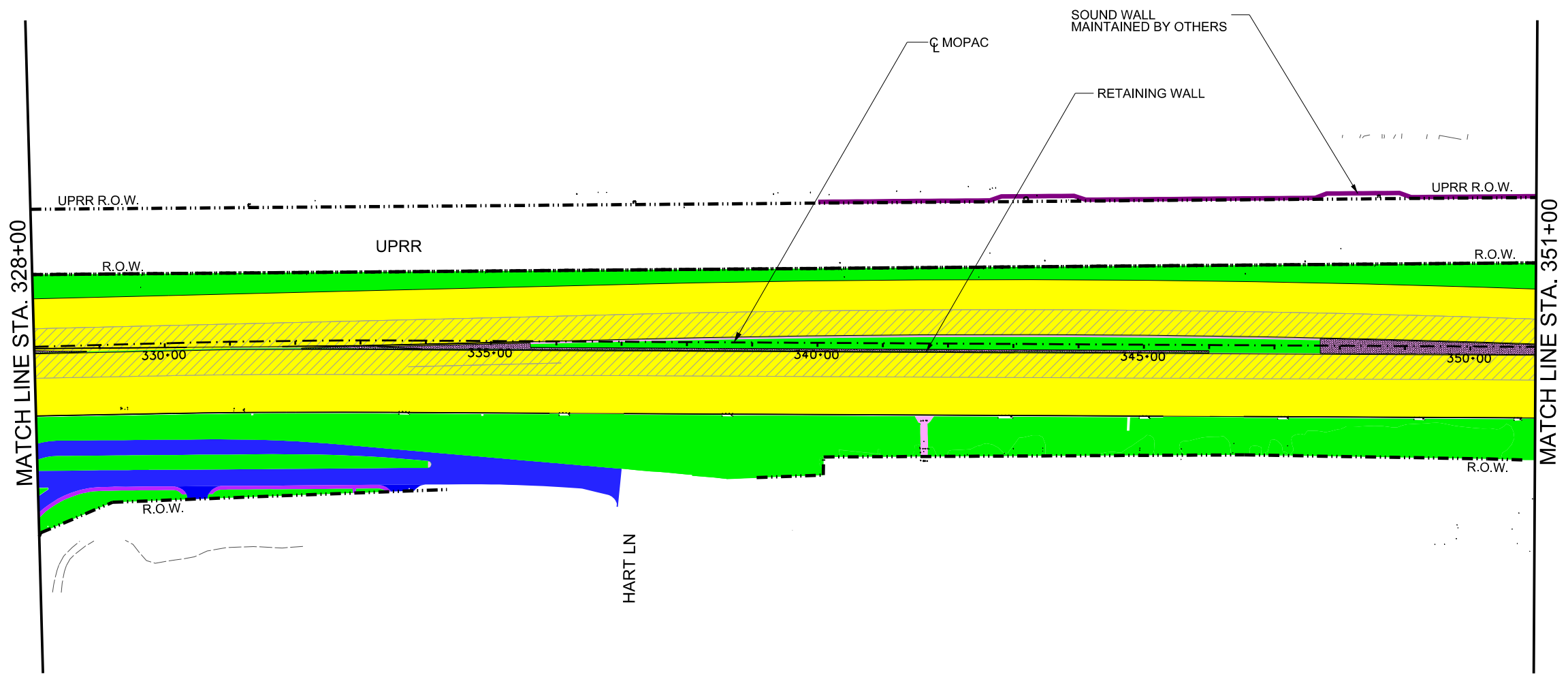


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMP)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
 TIME: 3:55:17 PM
 FILE: ...Mopac CO3\MOPAC_PLN16_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

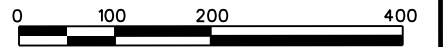
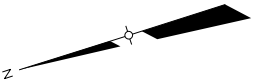
MAINTENANCE MAPS

MOPAC

STA. 328+00 TO STA. 351+00

SHEET 16 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				16
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
TIME: 3:55:37 PM
FILE: ...Mopac CO3\MOPAC_PLN17_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

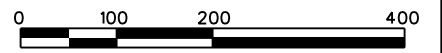
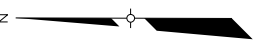
MAINTENANCE MAPS

MOPAC

STA. 351+00 TO STA. 374+00

SHEET 17 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				17
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



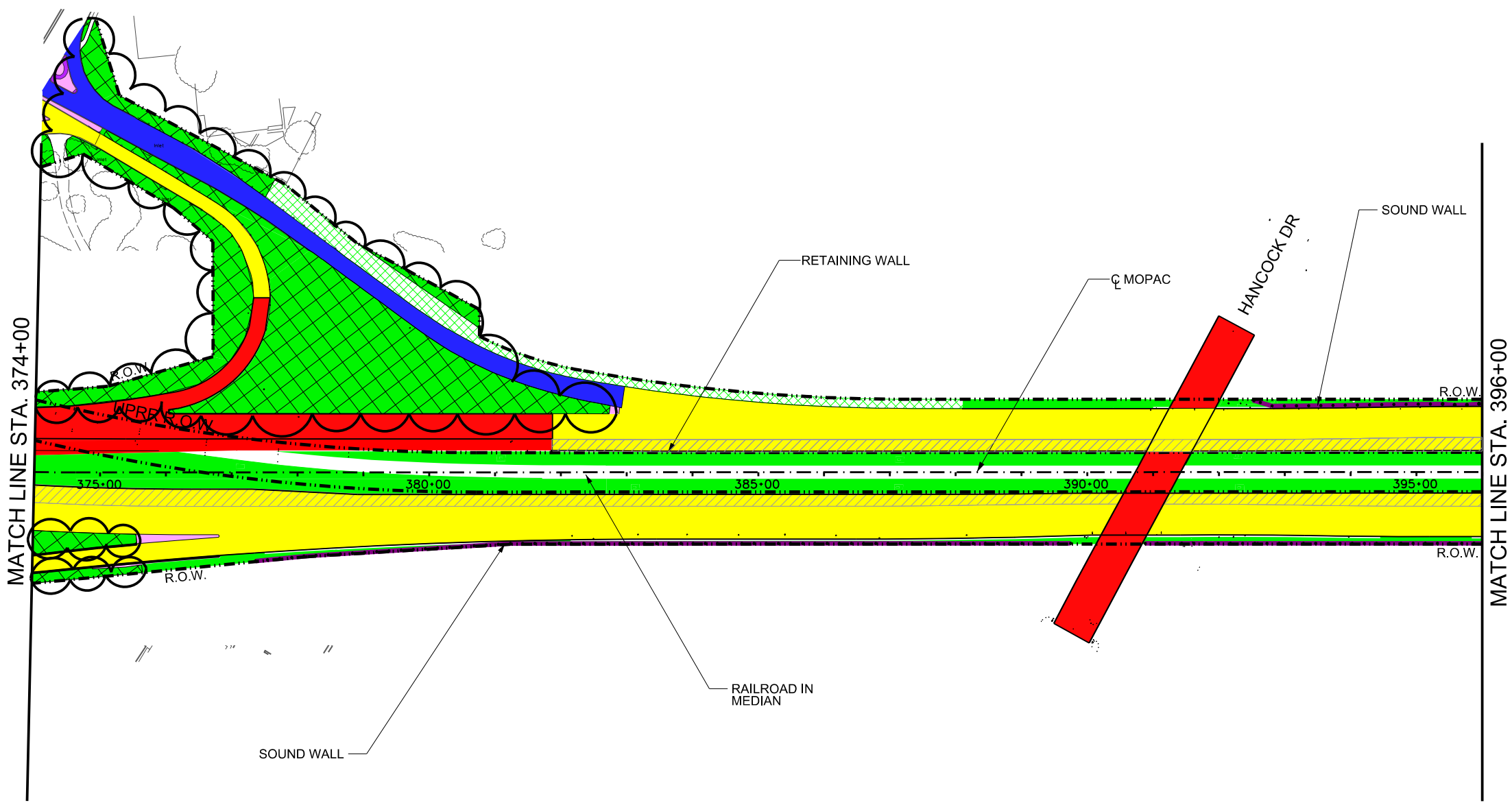
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
TIME: 3:55:40 PM
FILE: ...Mopac CO3\MOPAC_PLN18_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

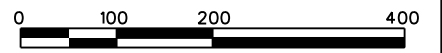
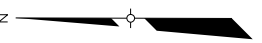
MAINTENANCE MAPS

MOPAC

STA. 374+00 TO STA. 396+00

SHEET 18 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				18
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



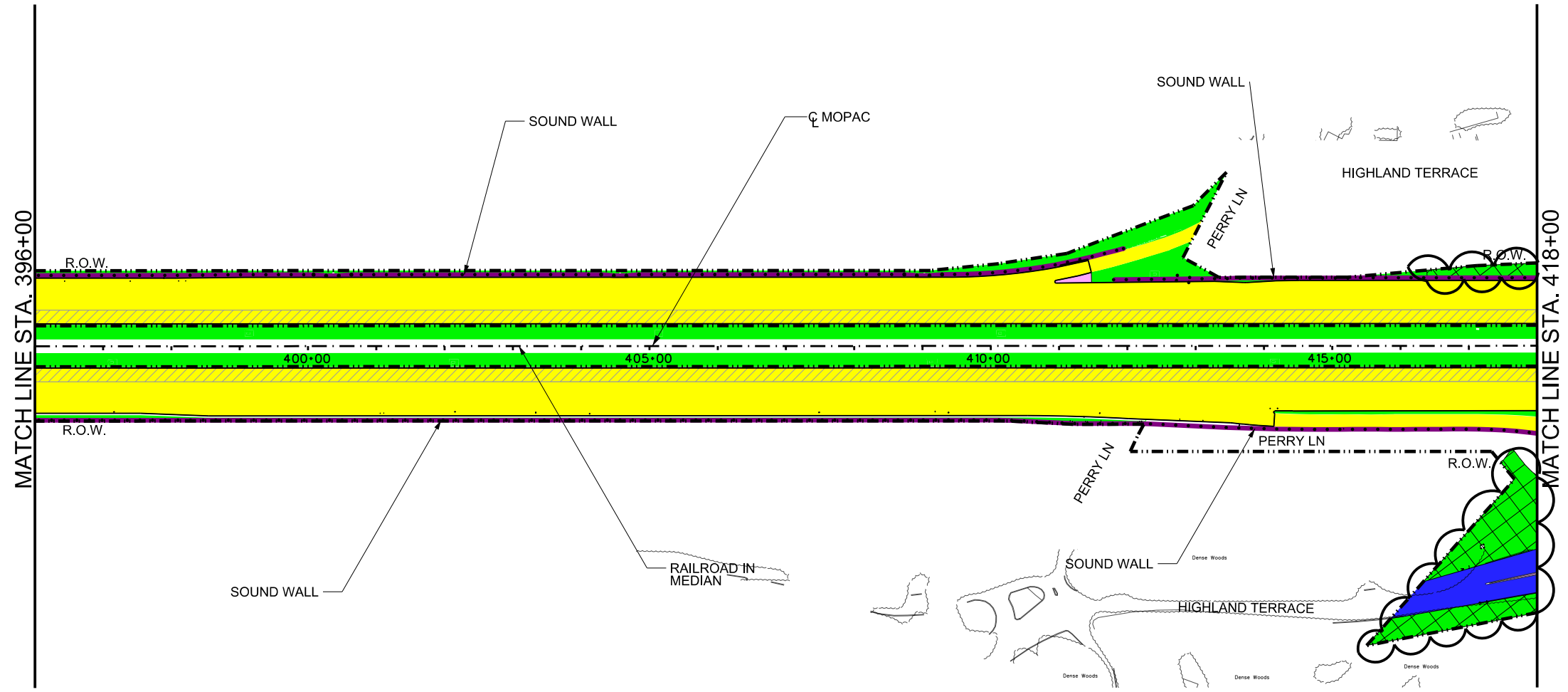
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
TIME: 3:55:48 PM
FILE: ...Mopac CO3\MOPAC_PLN19_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

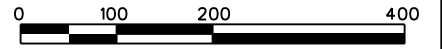
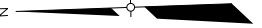
MAINTENANCE MAPS

MOPAC

STA. 396+00 TO STA. 418+00

SHEET 19 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				19
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



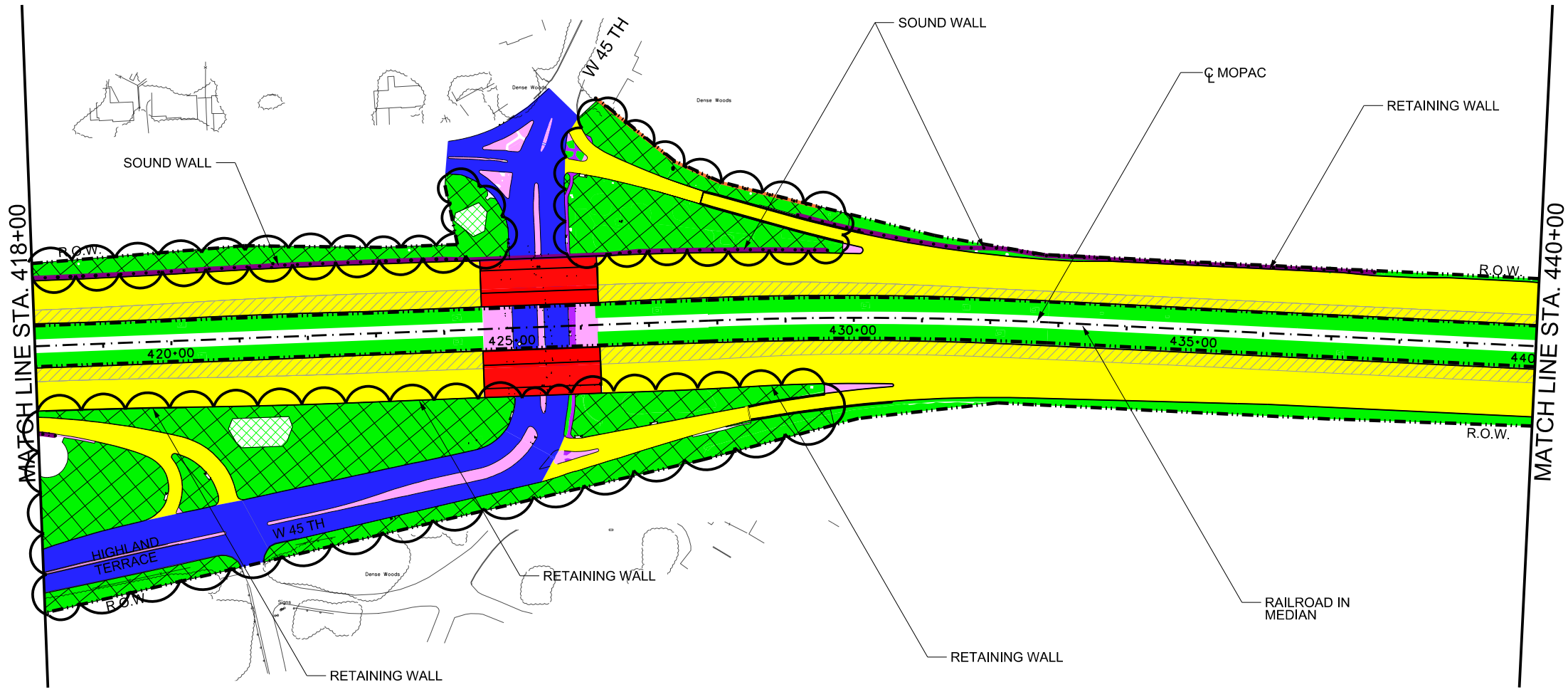
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
TIME: 3:55:58 PM
FILE: ...Mopac CO3\MOPAC_PLN20_co3.dgn

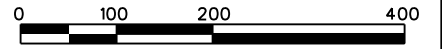
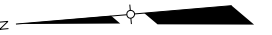
**CENTRAL TEXAS
Regional Mobility Authority**

MAINTENANCE MAPS

**MOPAC
STA. 418+00 TO STA. 440+00**

SHEET 20 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				20
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

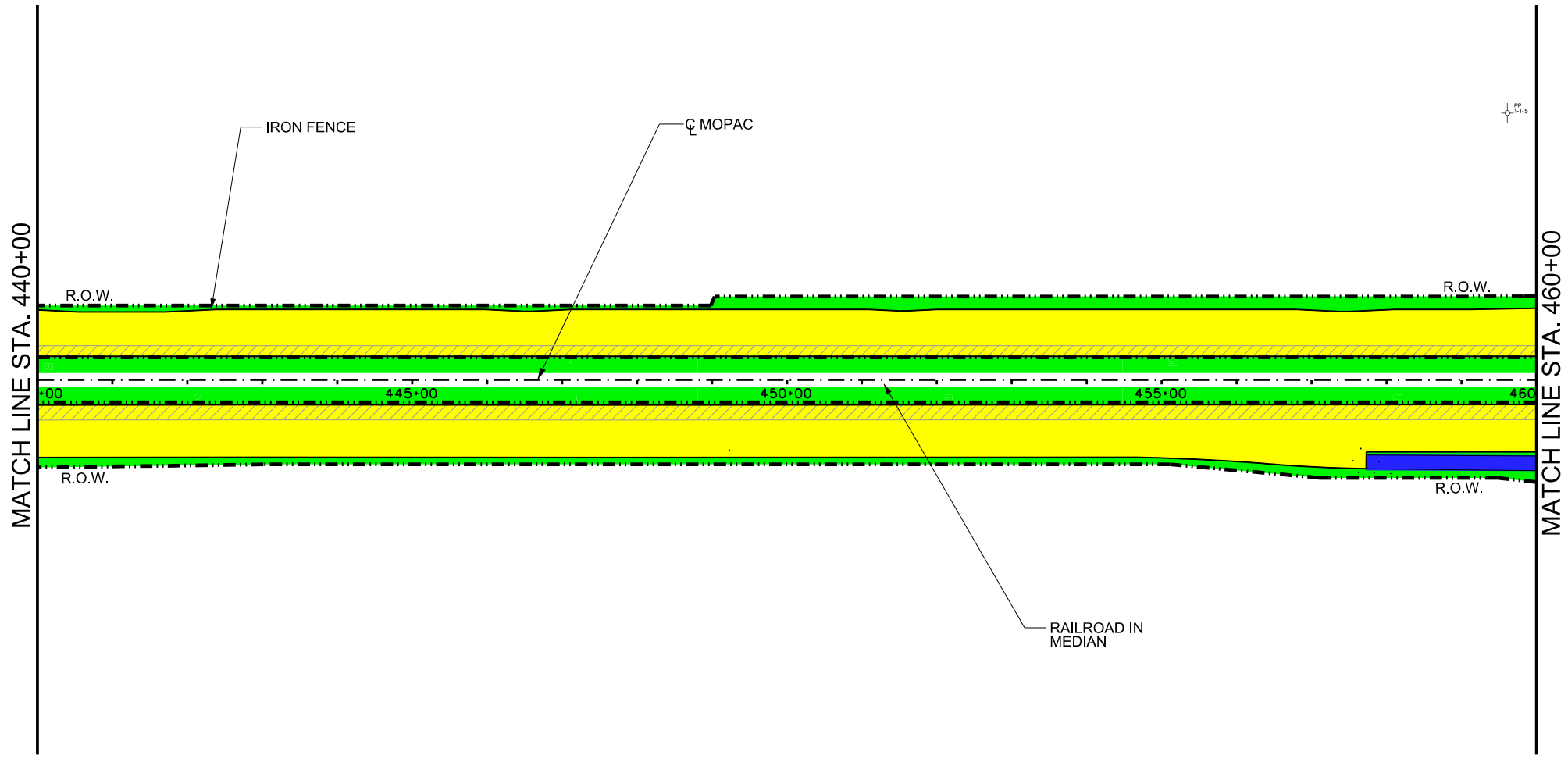


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
 TIME: 3:56:05 PM
 FILE: ...Mopac CO3\MOPAC_PLN21_co3.dgn



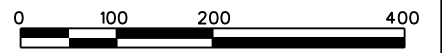
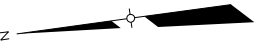
**CENTRAL TEXAS
Regional Mobility Authority**

MAINTENANCE MAPS

**MOPAC
STA. 440+00 TO STA. 460+00**

SHEET 21 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				21
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



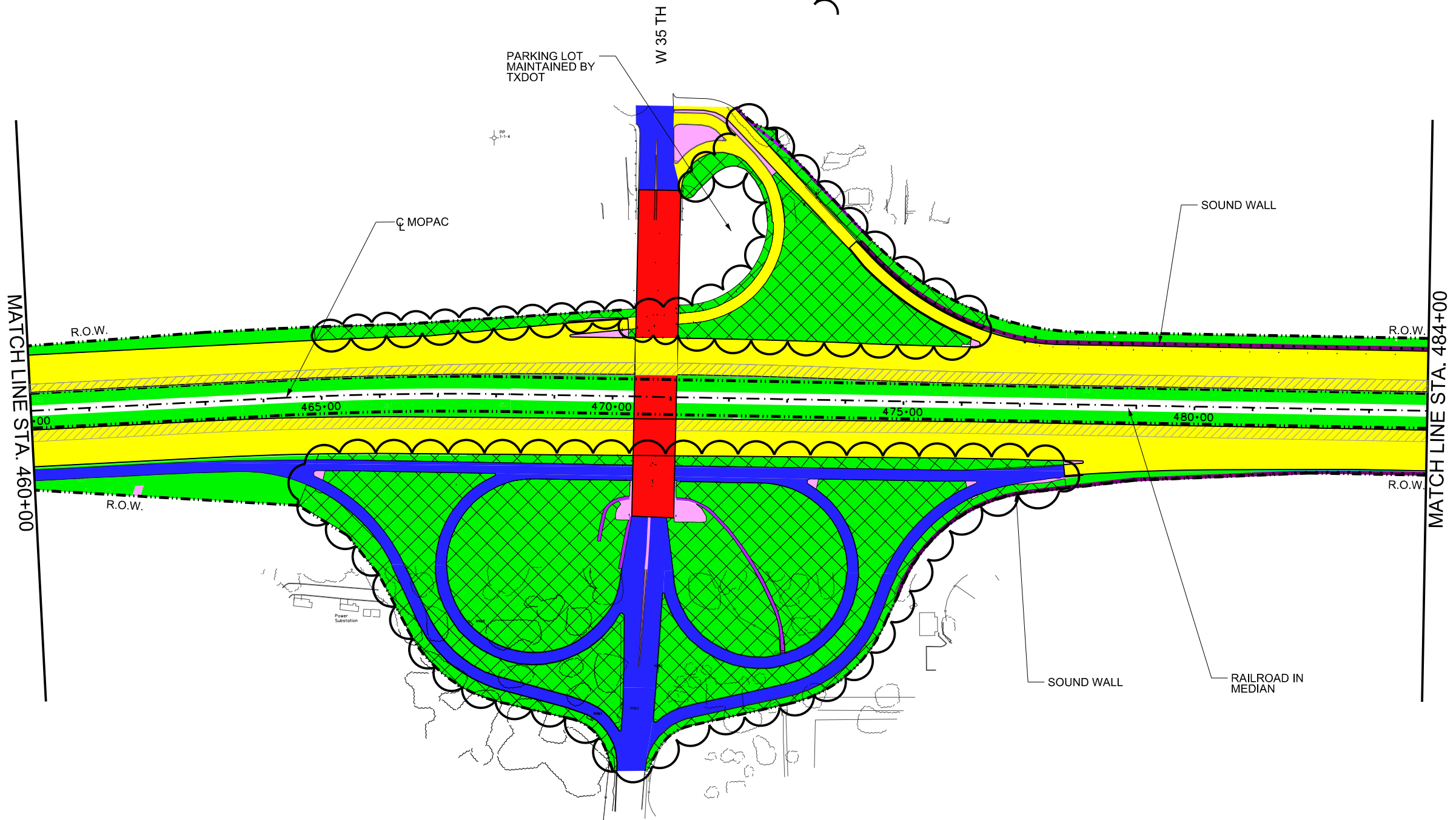
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
TIME: 3:56:17 PM
FILE: ...Mopac CO3\MOPAC_PLN22_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

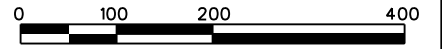
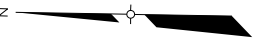
MAINTENANCE MAPS

MOPAC

STA. 460+00 TO STA. 484+00

SHEET 22 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				22
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



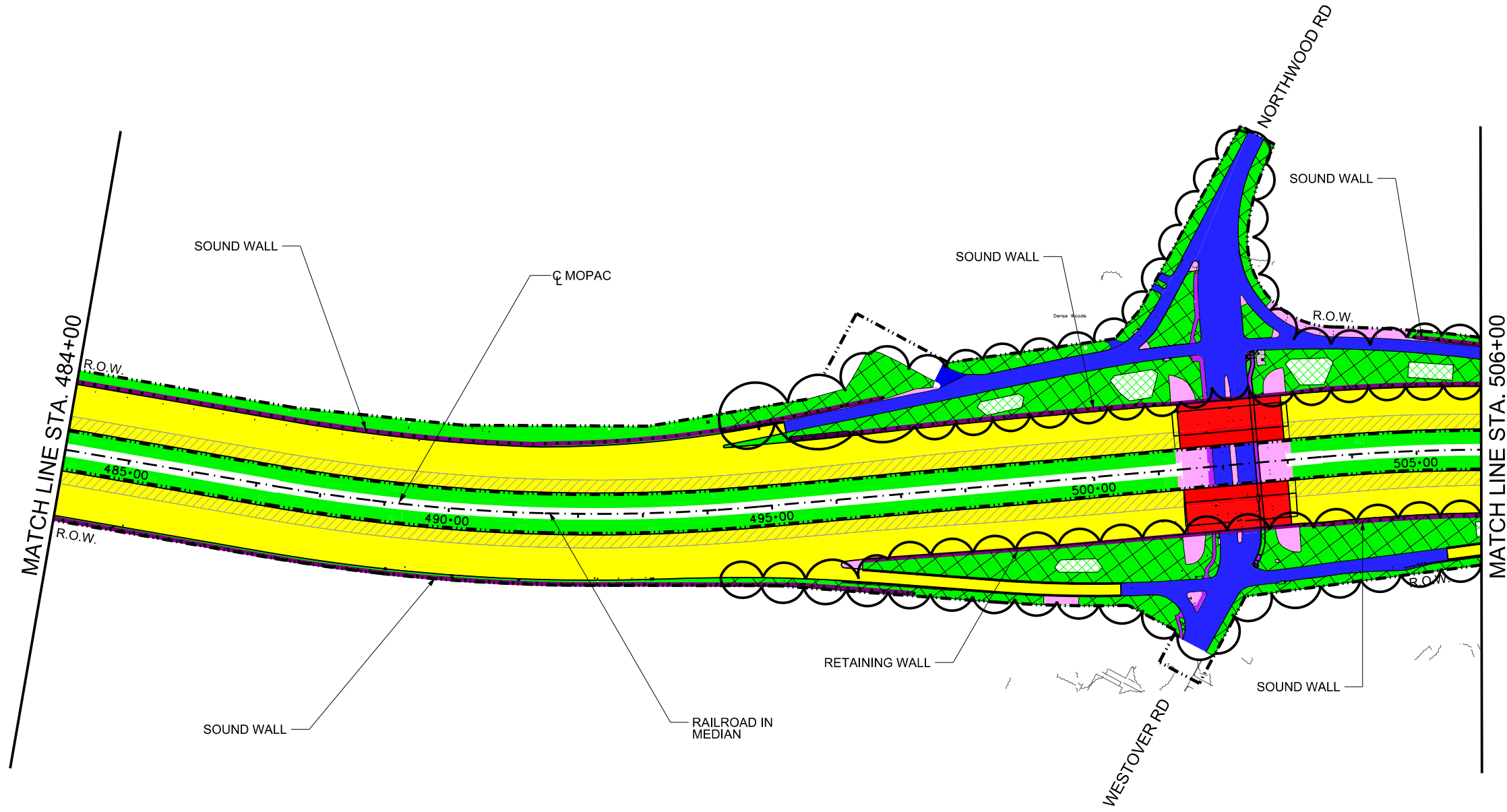
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
TIME: 3:56:24 PM
FILE: ...Mopac CO3\MOPAC_PLN23_co3.dgn



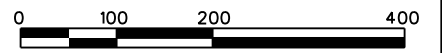
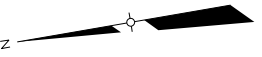
**CENTRAL TEXAS
Regional Mobility Authority**

MAINTENANCE MAPS

**MOPAC
STA. 484+00 TO STA. 506+00**

SHEET 23 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				23
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



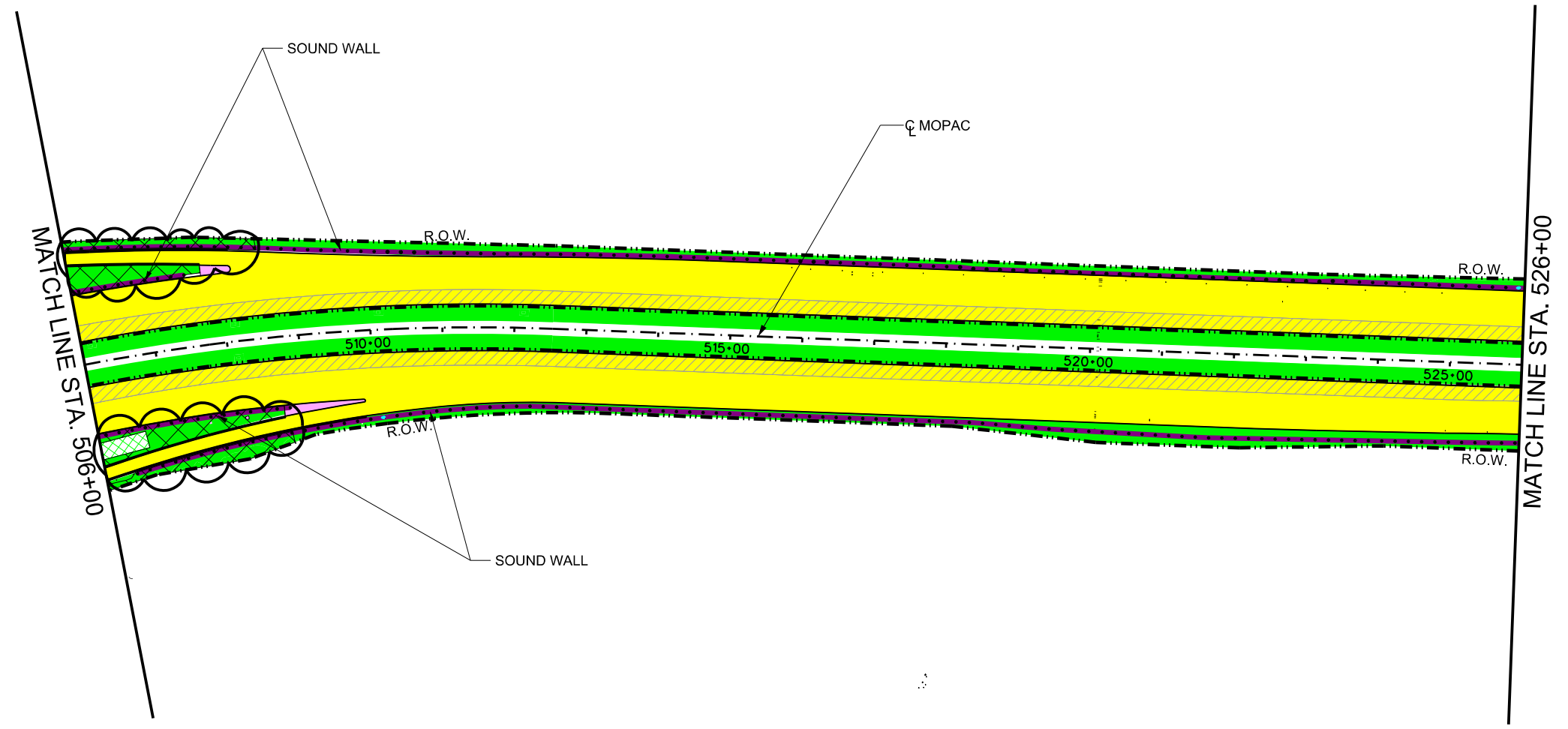
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMP)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

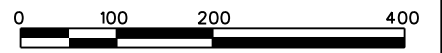
1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
 TIME: 3:56:34 PM
 FILE: ...Mopac CO3\MOPAC_PLN24_co3.dgn

CENTRAL TEXAS Regional Mobility Authority				
MAINTENANCE MAPS				
MOPAC STA. 506+00 TO STA. 526+00				
SHEET 24 OF 29 SHEETS				
DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				24
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

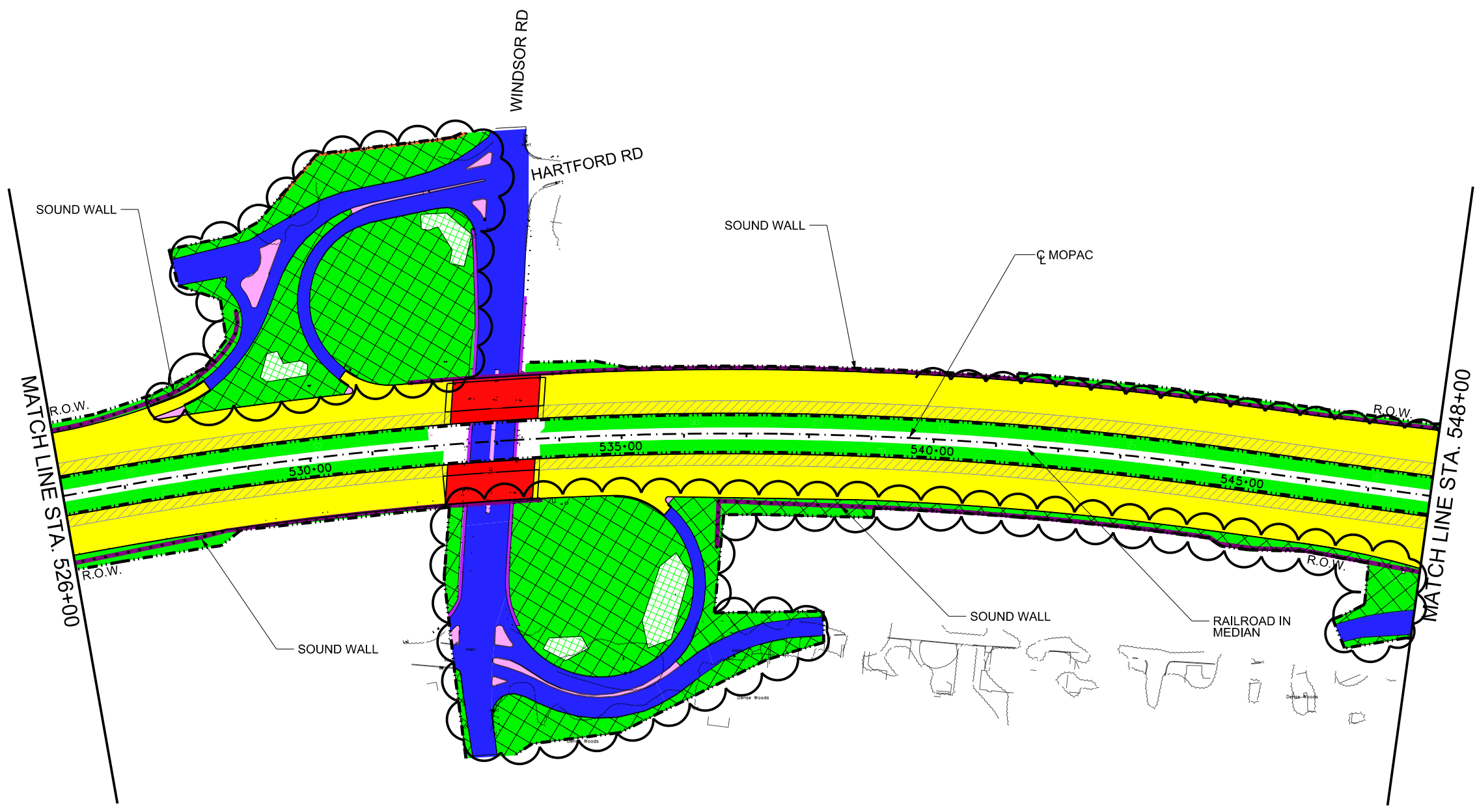


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMP)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE
- CHANGE ORDER #3



DATE: 11/6/2018
 TIME: 3:56:52 PM
 FILE: ...Mopac CO3\MOPAC_PLN25_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

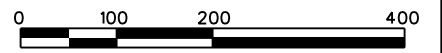
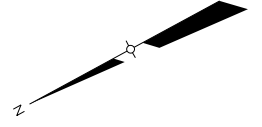
MAINTENANCE MAPS

MOPAC

STA. 526+00 TO STA. 548+00

SHEET 25 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				25
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR



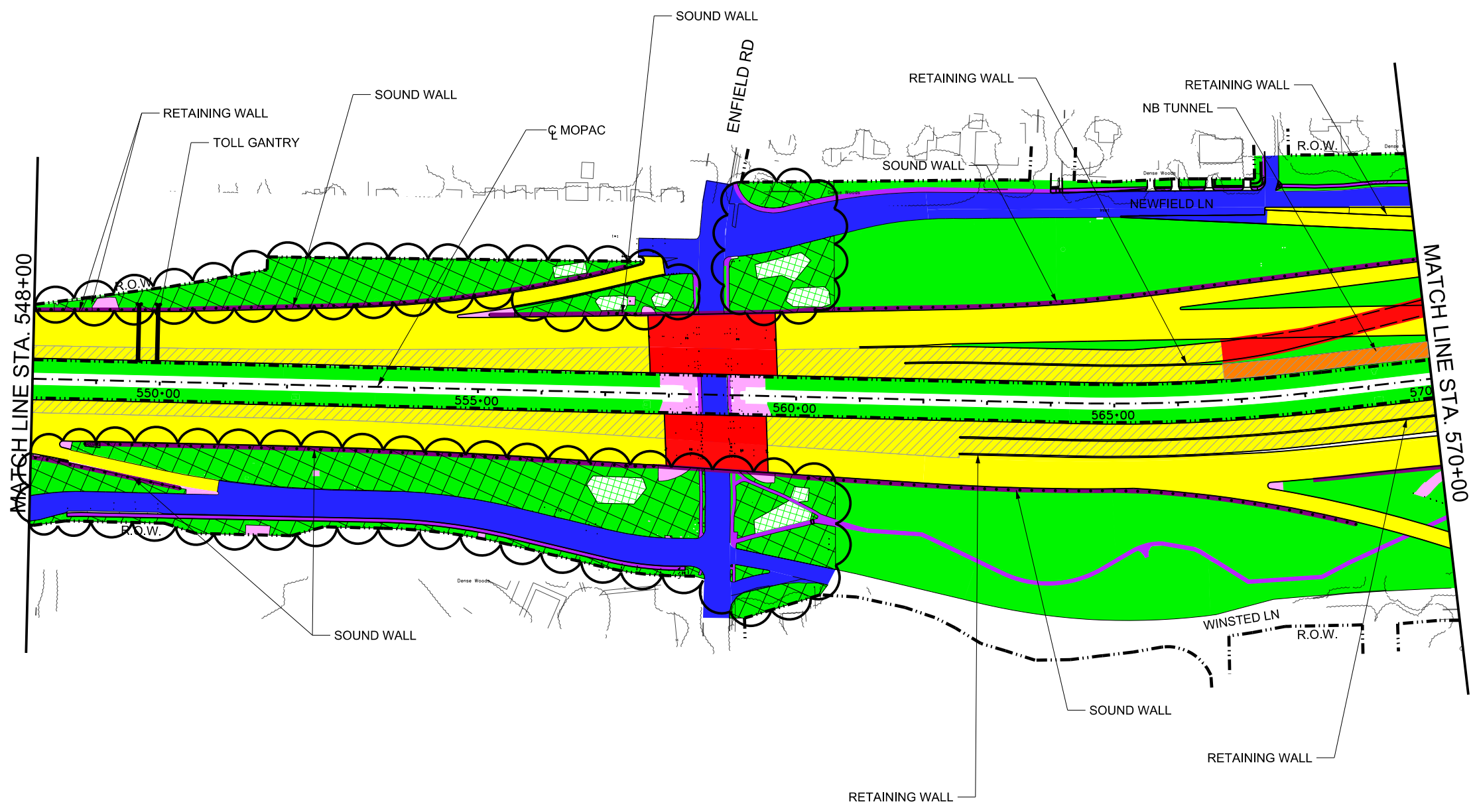
LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS
- TUNNEL

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE
1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE

CHANGE ORDER #3



DATE: 11/6/2018
 TIME: 3:57:02 PM
 FILE: ...Mopac CO3\MOPAC_PLN26_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

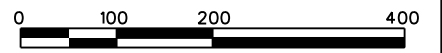
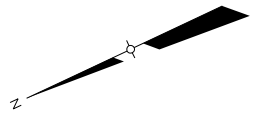
MAINTENANCE MAPS

MOPAC

STA. 548+00 TO STA. 570+00

SHEET 26 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				26
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

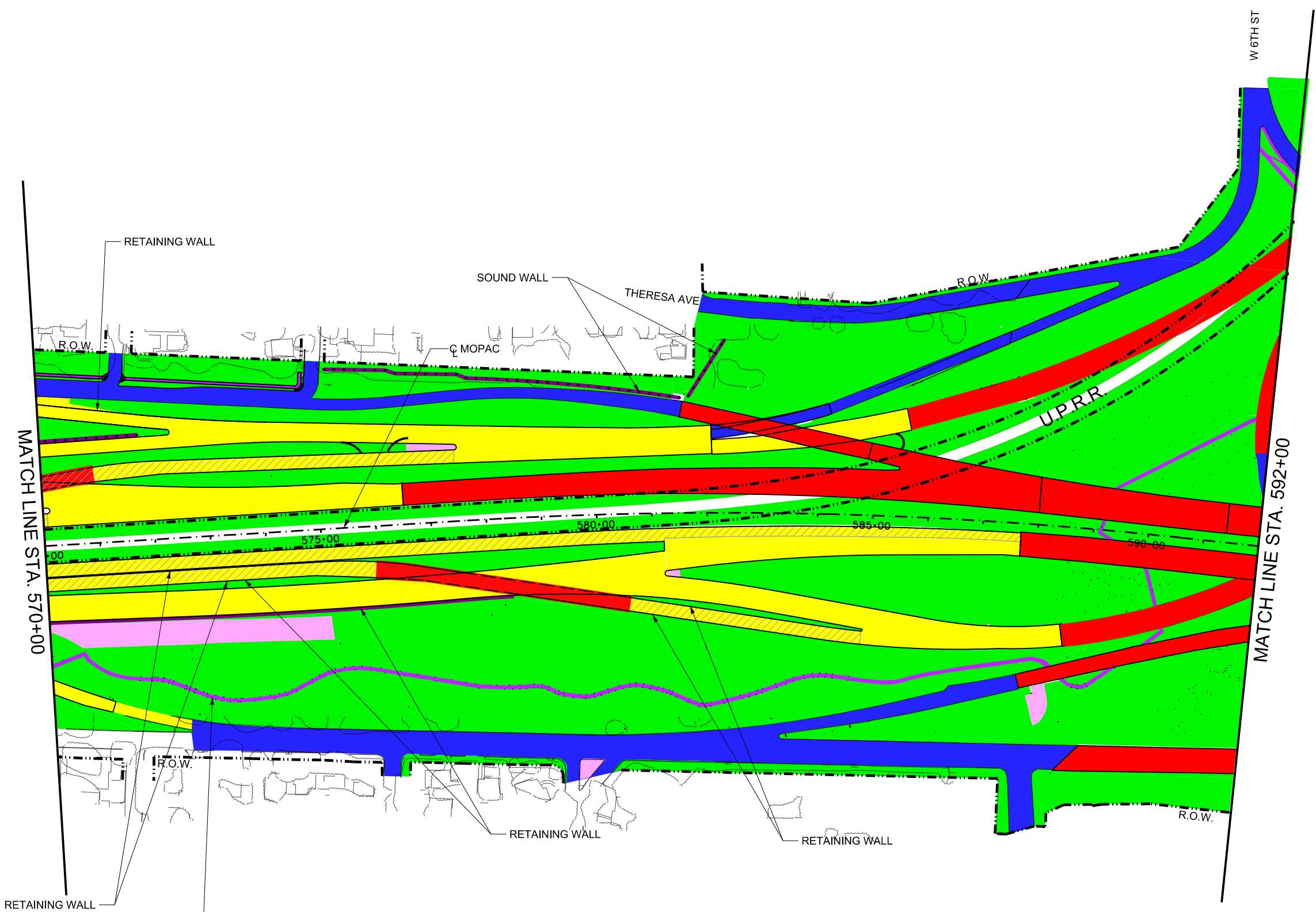


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
 TIME: 3:57:12 PM
 FILE: ...Mopac CO3\MOPAC_PLN27_co3.dgn

**CENTRAL TEXAS
Regional Mobility Authority**

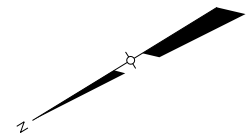
MAINTENANCE MAPS

 MOPAC
 STA 570+00 TO STA 592+00

SHEET 27 OF 29 SHEETS

DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				27
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

MATCHLINE "C" CESAR CHAVEZ SHEET 1

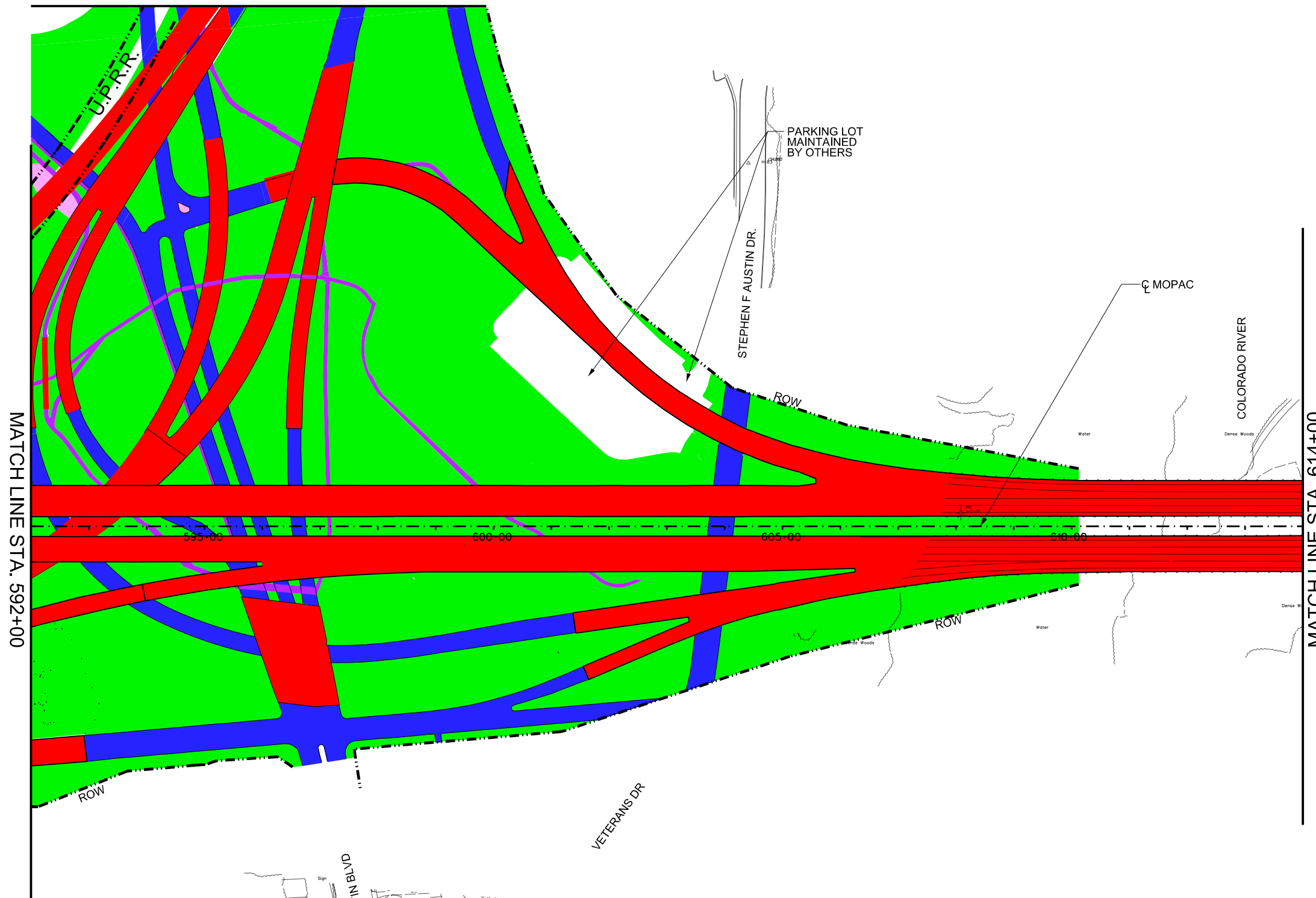


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMPS)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

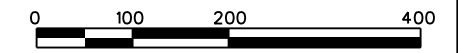
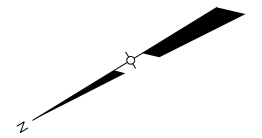
NOTES:

1. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
TIME: 3:57:21 PM
FILE: ...Mopac CO3\MOPAC_PLN28_co3.dgn

CENTRAL TEXAS Regional Mobility Authority			
MAINTENANCE MAPS			
MOPAC STA 592+00 TO STA 614+00			
SHEET 28 OF 29 SHEETS			
DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO. 28
DRAWN BY:	STATE TEXAS	DIST. AUS	COUNTY TRAVIS
CHECKED BY:	CONT. XXXX	SECT. XX	JOB XXX HIGHWAY NO. VAR

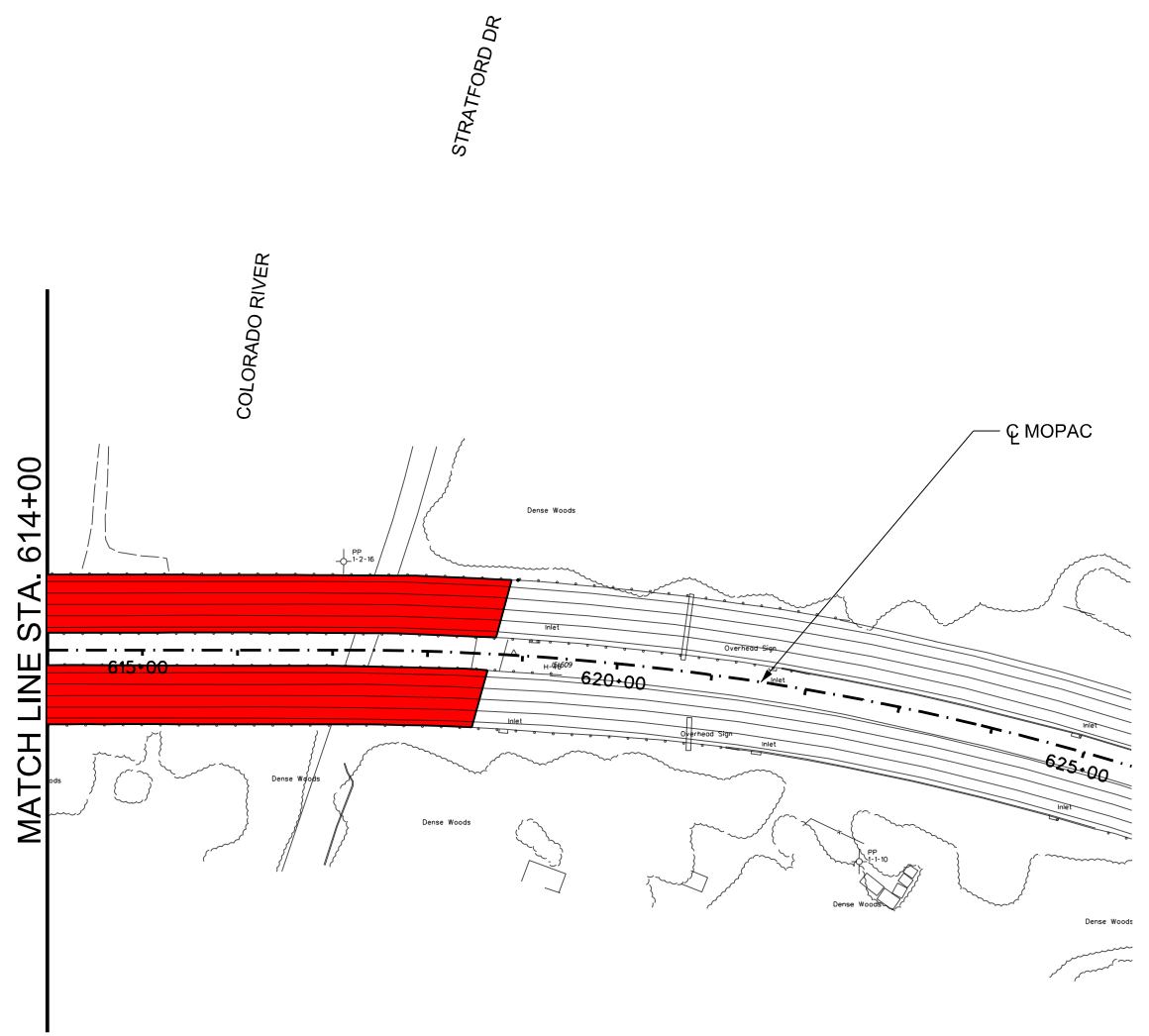


LEGEND

- MAIN LANE PAVEMENT (INCLUDING RAMP)
- EXPRESS LANE PAVEMENT
- FRONTAGE ROAD/CROSS STREET PAVEMENT
- BRIDGES
- MOWING
- LANDSCAPING/PLANTING
- LANDSCAPE MOWING CO#3
- SIDEWALK/SHARED USE PATH
- WATER QUALITY POND
- ENVIRONMENTALLY SENSITIVE AREA
- CONCRETE OR STONE RIPRAP
- CREEKS/STREAMS
- SOUND WALLS

NOTES:

1. ALL ADVANCE SIGNS RELATED TO THE TOLL FACILITY ARE INCLUDED IN THE MAINTENANCE EXCLUDING SUPPORTS AND TRUSSES
2. MAPS ARE BASED ON THE MOST CURRENT AVAILABLE DATA AND ARE SUBJECT TO CHANGE



DATE: 11/6/2018
 TIME: 3:57:29 PM
 FILE: ...Mopac CO3\MOPAC_PLN29_co3.dgn

CENTRAL TEXAS Regional Mobility Authority				
MAINTENANCE MAPS				
MOPAC STA. 614+00 TO END				
SHEET 29 OF 29 SHEETS				
DESIGNED BY:	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
				29
DRAWN BY:	STATE	DIST.	COUNTY	
	TEXAS	AUS	TRAVIS	
CHECKED BY:	CONT.	SECT.	JOB	HIGHWAY NO.
	XXXX	XX	XXX	VAR

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

RESOLUTION NO. 19-043

**APPROVING A SHORT-LIST OF PROPOSERS TO RECEIVE THE REQUEST FOR
DETAILED PROPOSALS TO DEVELOP THE 183 NORTH MOBILITY PROJECT**

WHEREAS, the 183 North Mobility Project includes construction of two express lanes in each direction along a 9-mile stretch of US 183 between SH 45/RM 620 and MoPac, the addition of a fourth general purpose lane in each direction and connections from the 183 North Express Lanes to the MoPac Express Lanes, as well as new shared use path connections, new sidewalks, and cross-street connections for bicycles/pedestrians (the "Project"); and

WHEREAS, by Resolution No. 17-023, dated April 26, 2017, the Board exercised its option as a local toll project entity to develop, finance, construct, and operate an approximately 8.0-mile section of managed lanes on U.S. 183 between SH 45 North and MoPac as part of the Project; and

WHEREAS, by Minute Order No. 115406, dated January 31, 2019, the Texas Transportation Commission approved the release of \$104.2 million in federal funding for the non-tolled portion of the Project; and

WHEREAS, Texas Transportation Code, Chapter 370, Subchapter K, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Mobility Authority Policy Code Chapter 4, Article 20, Subchapter A implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, on March 15, 2019, the Executive Director issued a Request for Qualifications ("RFQ") to solicit qualifications submittals from teams interested in pursuing the development of the Project through a design-build contract; and

WHEREAS, the Mobility Authority received five (5) responses to the RFQ, each of which complied with and was responsive to the RFQ; and

WHEREAS, the Executive Director formed a Pass/Fail and Responsiveness Committee, an Evaluation and Selection Recommendation Committee and a Senior Advisory Committee to evaluate the responses and to recommend a short-list of teams to participate in the detailed proposal phase of the design-build contract procurement process; and

WHEREAS, pursuant to the RFQ and Mobility Authority procurement policies, the Evaluation and Selection Recommendation Committee analyzed and scored each proposal using the criteria and procedure set forth in the RFQ; and


WHEREAS, the Executive Director recommends to the Board that it approve the short-list of teams identified and recommended by the Evaluation and Selection Recommendation Committee, as set forth in Exhibit A hereto.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the short-list of teams recommended by the Executive Director, as identified and listed on Exhibit A hereto; and

BE IT FURTHER RESOLVED, that the Board expresses its appreciation to all of the teams and members of the teams that submitted a response to the Request for Qualifications.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of July 2019.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

**Short-List of Teams Qualified to Respond to the
RFDP To Develop the 183 North Mobility Project**

Capital Express Partners
Colorado River Constructors
Great Hills Constructors