

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

RESOLUTION NO. 20-015

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective March 25, 2020; and

BE IT FURTHER RESOLVED that the Mobility Authority shall provide notice of this resolution to the individuals listed in Exhibit A, as required by Transportation Code §372.110; and

BE IT IS FURTHER RESOLVED that the prohibition shall remain in effect for the motor vehicles listed in Exhibit A until the respective habitual violator determinations are terminated, as provided by Transportation Code §372.110.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A



CTRMA Prohibited Vehicles

| # | NAME | COUNTY | ZIP CODE | LP | STATE | TOLLS |
|----|---------------------------------------|------------|----------|---------|-------|-------|
| 1 | MARISADEROSA | NA | 78641 | 186UMA | WI | 1512 |
| 2 | GRANITE TRUCKING INC | BURNET | 78654 | 1L11521 | TX | 359 |
| 3 | NANCY MARIE REYES RUBEN MARTINEZ | WHARTON | 77437 | 1L14212 | TX | 351 |
| 4 | LISBEY REYES DORTA | TRAVIS | 78758 | 1L92796 | TX | 221 |
| 5 | CODY RUCKER | WILLIAMSON | 78641 | 1M00389 | TX | 1304 |
| 6 | HIGH STANDARD LLC | COMAL | 78132 | 1M02813 | TX | 292 |
| 7 | JOSHUA ALLEN LUTEEDWARD HIRAM FLOWERS | WILLIAMSON | 78642 | 1PFLK | TX | 842 |
| 8 | TERRY LEE HENDERSON | WILLIAMSON | 78641 | 2FENCE | TX | 1061 |
| 9 | PATRICIA LEE RADZIK | TRAVIS | 78653 | 2HYYV | TX | 1544 |
| 10 | ROBERT BROWN | WILLIAMSON | 78729 | AL24744 | TX | 1255 |
| 11 | PHILLIP BOST | TRAVIS | 78733 | AM62019 | TX | 740 |
| 12 | JEFFREY ALLAN ARBOGUST | LAMPASS | 76539 | AN25584 | TX | 1014 |
| 13 | JEFFREY MCCRIGHT | WILLIAMSON | 78628 | AW09320 | TX | 876 |
| 14 | ROGER ADAM RODRIGUEZ II | TRAVIS | 78653 | BC9F422 | TX | 1338 |
| 15 | CYNTHIA MEISSNER NEITSCH | TRAVIS | 78758 | BDL9308 | TX | 1063 |
| 16 | AMANDA M FLETCHER | WILLIAMSON | 78641 | BFH8114 | TX | 770 |
| 17 | RANDI LYNN SHAPIRO | WILLIAMSON | 78641 | BGY0757 | TX | 1442 |
| 18 | JOHN SAMERIGO | TRAVIS | 78660 | BGY8421 | TX | 295 |
| 19 | MATTHEW LEVIS RIVERAKAYLA DAWN RIVERA | TRAVIS | 78641 | BHY0149 | TX | 997 |
| 20 | JAMES TEEL | WILLIAMSON | 78641 | BJ03353 | TX | 1089 |
| 21 | MELISSA CASTILLO | BURNET | 78605 | BM9T149 | TX | 965 |
| 22 | WANDA SWEAT | WILLIAMSON | 78681 | BMD0304 | TX | 227 |
| 23 | LAYTON SHRYACKBART SHRYACK | WILLIAMSON | 78641 | BR72734 | TX | 1003 |
| 24 | RICHARD FRANKLYN FLEURY | TRAVIS | 78759 | BTF6705 | TX | 801 |
| 25 | TIFFANY SIEGLER MICHAEL SIEGLER | WILLIAMSON | 78664 | BV4P599 | TX | 669 |
| 26 | JARED MILLION | WILLIAMSON | 78634 | BV58670 | TX | 1130 |
| 27 | MICHAEL A TREVINO | WILLIAMSON | 78613 | BX7G072 | TX | 583 |
| 28 | KALEB NATHANAEL LEDDY | TRAVIS | 78745 | BX7P064 | TX | 708 |



CTRMA Prohibited Vehicles

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|----|---|------------|-------|---------|----|------|
| 29 | DENNIS DUARTE | TRAVIS | 78660 | BXL1771 | TX | 580 |
| 30 | WENDY M ROLLINS | WILLIAMSON | 78664 | BZY8666 | TX | 1474 |
| 31 | BRION BELLINGER | WILLIAMSON | 78665 | CBZ0332 | TX | 436 |
| 32 | TAYLOR WAYNE BRYANT | TRAVIS | 78738 | CBZ5769 | TX | 1191 |
| 33 | JOVANNAH SANCHEZ | WILLIAMSON | 78613 | CD7F411 | TX | 1010 |
| 34 | JAMES SOVA | WILLIAMSON | 78641 | CGK6021 | TX | 1256 |
| 35 | S&S COMPUTER SOLUTIONS LLCSTANTON MEEKS | TRAVIS | 78613 | CGP1698 | TX | 1248 |
| 36 | CHARLES WILLIAM PHILLIPS | TRAVIS | 78727 | CK8N048 | TX | 1655 |
| 37 | MARIA FERNANDEZ | TRAVIS | 78724 | CKP8596 | TX | 1320 |
| 38 | TAKIS RODRIGUEZ | TRAVIS | 78744 | CNH5053 | TX | 1381 |
| 39 | DEVIN DANIELLE CASTRO | WILLIAMSON | 78759 | CNN8706 | TX | 318 |
| 40 | MORRIS CLEMONS | WILLIAMSON | 78634 | CNR0623 | TX | 1006 |
| 41 | JOY HENLEY | TRAVIS | 78641 | CP2Z833 | TX | 1048 |
| 42 | SALVADOR SANCHEZ JR.MARILU ACEVEDO DE SANCHEZ | TRAVIS | 78653 | CRC8831 | TX | 1094 |
| 43 | REBECCA BREEANN SNIDERJEFFREY LLOYD SNIDER | WILLIAMSON | 78642 | CSG2255 | TX | 1390 |
| 44 | MHYRNETTE RODRIGUEZ | WILLIAMSON | 78641 | CVH2234 | TX | 895 |
| 45 | GUILLERMO CARRILLO | WILLIAMSON | 78626 | CVV0880 | TX | 573 |
| 46 | EMILY GAYLE BECERRAHUMBERTO BECERRA JR | WILLIAMSON | 78613 | CYL4994 | TX | 717 |
| 47 | DAVE ALAN BYER | WILLIAMSON | 78646 | CYY6859 | TX | 1194 |
| 48 | JACQUELINE MUSSELMAN | WILLIAMSON | 78664 | DBW0864 | TX | 1235 |
| 49 | HIGINIO LARA CRUZ | TRAVIS | 78744 | DCG3483 | TX | 1004 |
| 50 | MA SMITH CONTRACTING CO INC | TRAVIS | 78728 | DDC1957 | TX | 881 |
| 51 | ROSARY DANIELLE BIRMINGHAM | WILLIAMSON | 78630 | DJ2L221 | TX | 1388 |
| 52 | AMANDA BIANCA REYNAERIC OMAR DIXON | TRAVIS | 78727 | DJV9144 | TX | 981 |
| 53 | ANDREA EVANS | TRAVIS | 78660 | DMT1002 | TX | 361 |
| 54 | COURTNEY PARKINSON | WILLIAMSON | 78613 | DPC7846 | TX | 1466 |
| 55 | DUSTIN CODY CLISH | WILLIAMSON | 78641 | DRW5299 | TX | 1111 |
| 56 | Rachel Polanco | BEXAR | 78039 | DSK0982 | TX | 1055 |
| 57 | PABLO CASTILLO JIMENEZPABLO JIMENEZ JR | WILLIAMSON | 78641 | DVV7555 | TX | 1265 |



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CTRMA Prohibited Vehicles

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|----|---------------------------|--------|-------|---------|----|------|
| 58 | REBECCA ARMAS | TRAVIS | 78748 | DX5W477 | TX | 225 |
| 59 | MARIA ISABEL ALFONSO SOTO | TRAVIS | 78758 | DXW5584 | TX | 1081 |



CTRMA Prohibited Vehicles

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|----|---|------------|-------|---------|----|------|
| 60 | KATHERINE ANNE HOLEMCHRISTOPHER WAYNE HOLEM | WILLIAMSON | 78641 | DYC6009 | TX | 1329 |
| 61 | JANIS ELAINE THOMASGARY VERNON THOMAS | BURNET | 78611 | DYC6550 | TX | 1065 |
| 62 | JOSHUA JOE VITELA | WILLIAMSON | 78641 | FCJ1892 | TX | 1094 |
| 63 | TOMMY JOE SHANNON | WILLIAMSON | 78641 | FFP2634 | TX | 712 |
| 64 | BREONNA ALYESE WHITE | WILLIAMSON | 78641 | FFY5505 | TX | 1082 |
| 65 | ELA FINANCIAL LLC | TRAVIS | 78727 | FHF8198 | TX | 845 |
| 66 | STACEY MARIE CRAMLIT | TRAVIS | 78660 | FJB5162 | TX | 933 |
| 67 | RICHARD FLORESTAN | WILLIAMSON | 78641 | FJD3535 | TX | 979 |
| 68 | OSCAR MEZA JR | BELL | 76549 | FJK8805 | TX | 1021 |
| 69 | GENTRY COOPER JRCATHY MARIE COOPER | LEE | 78946 | FJL0830 | TX | 1578 |
| 70 | REBEKAH KACIE POPEJUSTIN CHARLES POPE | WILLIAMSON | 78641 | FMY1953 | TX | 1123 |
| 71 | VAFA BERENJI | TRAVIS | 78723 | FPX7168 | TX | 1065 |
| 72 | ROBERT MANZANO | WILLIAMSON | 78641 | FRV7014 | TX | 1561 |
| 73 | DALIANY COLON | WILLIAMSON | 78641 | FVW7899 | TX | 1056 |
| 74 | LAUREN TOWNS | BURNET | 78654 | FXK9926 | TX | 839 |
| 75 | MICHAEL BRANDON GIBBS | WILLIAMSON | 78613 | FYD0837 | TX | 957 |
| 76 | ELIZABETH ANN SULLIVAN | WILLIAMSON | 78641 | FYD4219 | TX | 1250 |
| 77 | FELICIA LYNN BANKS | WILLIAMSON | 76578 | FZV9537 | TX | 1541 |
| 78 | KIRSTEN MAE LOLLARJONATHAN EDWARD LOLLAR | WILLIAMSON | 78641 | GBD0050 | TX | 994 |
| 79 | TIMOTHY RODOLFL PEREZ | TRAVIS | 78653 | GCL0792 | TX | 1484 |
| 80 | CASEY RENAE GREENE | WILLIAMSON | 78641 | GFV4924 | TX | 1121 |
| 81 | JUSTIN CREEKMORE | WILLIAMSON | 78641 | GFY3369 | TX | 784 |
| 82 | JAMES LAWRENCE | WILLIAMSON | 78628 | GGG6102 | TX | 1279 |
| 83 | DAVID MEHOVES | BASTROP | 78621 | GGG8308 | TX | 1326 |
| 84 | GUILLERMO GAMEZ GOMEZALEJANDRA CAROLINA GAMEZ | WILLIAMSON | 78613 | GGH5271 | TX | 1057 |
| 85 | ALBERT TOBECK | WILLIAMSON | 78613 | GGH6967 | TX | 1189 |
| 86 | Heather Dawson | WILLIAMSON | 78641 | GGR9471 | TX | 1031 |
| 87 | NICOLE DENISE WILLIAMS | WILLIAMSON | 78641 | GGT7526 | TX | 1596 |
| 88 | RICHARD LEWIS RIBBLE III | WILLIAMSON | 78641 | GGV0781 | TX | 898 |



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CTRMA Prohibited Vehicles

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|----|----------------------------|------------|-------|---------|----|------|
| 89 | JOSEPH FRANKLIN WHALEY III | CORYELL | 76522 | GHT0942 | TX | 1340 |
| 90 | MONICA LINDSAY | WILLIAMSON | 78681 | GJY7510 | TX | 1189 |



CTRMA Prohibited Vehicles

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|-----|---|------------|-------|---------|----|------|
| 91 | KRISTY MEDCALF FARISSJUSTIN KYLE FERGUSON | WILLIAMSON | 78641 | GKB8826 | TX | 1026 |
| 92 | TONYA LATRICE JAMES ALLEN | TRAVIS | 78653 | GKZ9261 | TX | 1566 |
| 93 | STEVEN AUSTIN CONRAD | BURNET | 78605 | GL09RS | TX | 1046 |
| 94 | DAISY FLORESISAAC THEODORE FLORES | WILLIAMSON | 78641 | GL19XV | TX | 168 |
| 95 | ASHLEY MORGAN EASTIN | WILLIAMSON | 78665 | GLZ3577 | TX | 493 |
| 96 | SUNDAY IM | LAMPASS | 76550 | GMD2551 | TX | 1187 |
| 97 | AMANDA CHARLENE HAYS | BURNET | 78605 | GNL8766 | TX | 1173 |
| 98 | JOSEPH QUALLS | TRAVIS | 78691 | GPR0467 | TX | 834 |
| 99 | MISTY WEBB | WILLIAMSON | 78641 | GPR4287 | TX | 1048 |
| 100 | HOLLY MICHELLE BEARD | HAYS | 78610 | GPR4891 | TX | 1383 |
| 101 | TORINE ANN-MARI PATE | TRAVIS | 78621 | GRC4230 | TX | 1739 |
| 102 | STEPHANIE Y HOWTON | WILLIAMSON | 78642 | GSW6166 | TX | 690 |
| 103 | RICHARD FLORESTAN | WILLIAMSON | 78641 | GSW8995 | TX | 985 |
| 104 | SHAUNA L O'BRIEN | WILLIAMSON | 78641 | GTV3839 | TX | 524 |
| 105 | LUIS A RIVERACARA J RIVERA | WILLIAMSON | 78641 | GYS0536 | TX | 1338 |
| 106 | MELISSA JOCELYN SHELBY | WILLIAMSON | 78641 | GYS3799 | TX | 987 |
| 107 | RAMONA KATHERINE HISLE | WILLIAMSON | 78642 | GYS4582 | TX | 951 |
| 108 | SABRINA CHIFFON PAYNE | WILLIAMSON | 78628 | GZB2200 | TX | 865 |
| 109 | SYLVIA MURPHYMONTE L MURPHY | BASTROP | 78621 | GZP6496 | TX | 915 |
| 110 | IGNACIO GARCIAMARICRUZ GARCIA | WILLIAMSON | 78641 | GZS7657 | TX | 1343 |
| 111 | CADE STUART COLLINS | LLANO | 78643 | GZY2671 | TX | 185 |
| 112 | JENNIFER MATHYS | WILLIAMSON | 78641 | HBT8730 | TX | 1199 |
| 113 | MEGAN MARIE HERRERA | WILLIAMSON | 78641 | HCF1683 | TX | 962 |
| 114 | TIFFANY JEAN DICKINSON | WILLIAMSON | 78642 | HCM4894 | TX | 1047 |
| 115 | RANEISHA DESHONE DAVIS | TRAVIS | 78754 | HF7710 | TX | 1143 |
| 116 | TERESA LOZANO | TRAVIS | 78641 | HFZ6768 | TX | 1104 |
| 117 | FRANCISCO DIAZ BELLO | TRAVIS | 78753 | HGB3632 | TX | 1757 |
| 118 | JULIA MICHELE ROLAN | WILLIAMSON | 78641 | HGF0267 | TX | 927 |
| 119 | BRANDI RENEE FRANTOM | WILLIAMSON | 78641 | HHM9386 | TX | 1122 |



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CTRMA Prohibited Vehicles

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|-----|---|------------|-------|---------|----|------|
| 120 | SONIA KAY FULLER LACHANDRA KAYRENE GORDON | WILLIAMSON | 78641 | HKS6405 | TX | 1381 |
| 121 | TAMARA ROSHAUN FRANCISDARRELL WAYNE FRANCIS | TRAVIS | 78653 | HKT3540 | TX | 1564 |



CTRMA Prohibited Vehicles

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|-----|---|------------|-------|---------|----|------|
| 122 | DEIRDRE NEGRETE | WILLIAMSON | 78757 | HLZ5921 | TX | 1078 |
| 123 | RODNEY PAUL SCHULTZMISTY DEANN SCHULTZ | WILLIAMSON | 78613 | HNZ1586 | TX | 1237 |
| 124 | TRACI LEA TYLER | WILLIAMSON | 78641 | HPD3785 | TX | 1285 |
| 125 | KELSEY MICHELE HILEMAN | WILLIAMSON | 78613 | HPF0153 | TX | 1193 |
| 126 | KEITH CARL PATSCHKE | WILLIAMSON | 78708 | HSR4403 | TX | 596 |
| 127 | FABIAN JOEL GALINDOJUAN SERVIN YANEZ | WILLIAMSON | 78664 | HSR4856 | TX | 491 |
| 128 | CRYSTAL ANN VALADEZ | WILLIAMSON | 78641 | HSR5774 | TX | 1797 |
| 129 | AGNES GRACE SULLIVAN | WILLIAMSON | 78613 | HTL5961 | TX | 916 |
| 130 | TONYA LOUISE HUDSONBRITTANY NICOLE HUDSON | WILLIAMSON | 78642 | HVC2586 | TX | 1525 |
| 131 | KIMBERLY DENISE COOK | WILLIAMSON | 78641 | HVC4125 | TX | 1039 |
| 132 | JUSTIN COLE KNIGHTCHELSEA LYNN JOHNSTON | WILLIAMSON | 78641 | HVC5272 | TX | 1333 |
| 133 | JUSTIN CHARLES POPE | WILLIAMSON | 78641 | HWF5528 | TX | 1340 |
| 134 | TABITHA MARIE ANASTASI | TRAVIS | 78653 | HWP0429 | TX | 1470 |
| 135 | STEPHEN COOPER | WILLIAMSON | 78717 | HWP1220 | TX | 1361 |
| 136 | EMELDA HUDSON BROWN | TRAVIS | 78641 | HWR0285 | TX | 908 |
| 137 | FRANCISCO ISRAEL GARCIA | WILLIAMSON | 78633 | HZF6543 | TX | 1111 |
| 138 | CHARLES CHRISTOPHER NOVAK | TRAVIS | 78727 | HZK5350 | TX | 941 |
| 139 | TOBIN L RIFE | TRAVIS | 78653 | JBM3976 | TX | 1038 |
| 140 | MELISSA DAWN FERRELL | WILLIAMSON | 78641 | JBM9342 | TX | 1148 |
| 141 | SAMANTHA RAE HERNANDEZ | WILLIAMSON | 78641 | JCD2549 | TX | 443 |
| 142 | KEITHA NICOLE CHESTER | TRAVIS | 78653 | JCP0053 | TX | 1405 |
| 143 | CYNTHIA ANNETTE CANTU | NA | | JCP0447 | TX | 980 |
| 144 | JOHN DAVID JACKSONEDDY DWIGHT JACKSON | WILLIAMSON | 78642 | JCR3985 | TX | 1471 |
| 145 | JOHN RYAN LAMPHEAR | WILLIAMSON | 78613 | JCR5109 | TX | 2298 |
| 146 | EMILIE SALORT | WILLIAMSON | 78613 | JCS3519 | TX | 938 |
| 147 | JOCELYN GRACE OTT | TRAVIS | 78660 | JDJ0400 | TX | 743 |
| 148 | JACQUELYN LEDESMA | TRAVIS | 78750 | JDJ7243 | TX | 1288 |
| 149 | MISTY ROBERTS-GUENTHER | WILLIAMSON | 78641 | JGH9465 | TX | 1061 |
| 150 | DONALD TERRANCE FLEMING JR | TRAVIS | 78653 | JGJ2126 | TX | 1547 |



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|-----|-------------------|------------|-------|---------|----|------|
| 151 | ASHLEY D STEFFANS | WILLIAMSON | 78641 | JGJ7672 | TX | 1862 |
| 152 | MELINDA MALDONADO | WILLIAMSON | 78642 | JGN8504 | TX | 1348 |
| 153 | ZACHARY LEE PAGE | TRAVIS | 78641 | JGN9253 | TX | 613 |



CTRMA Prohibited Vehicles

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|-----|--|------------|-------|---------|----|------|
| 154 | ALISA GARCIA | WILLIAMSON | 78641 | JHD9284 | TX | 880 |
| 155 | CAROLINE CENTENO | WILLIAMSON | 78664 | JHD9943 | TX | 1258 |
| 156 | DAWN LYNN FLORES | BURNET | 78605 | JHM6875 | TX | 1664 |
| 157 | BRYCE ADDISON GEIB | WILLIAMSON | 78641 | JHM8231 | TX | 1258 |
| 158 | SHAWN JAMES SCHEFFER | WILLIAMSON | 78641 | JHM8492 | TX | 1695 |
| 159 | DELMIS E SARAVIA-ZELAYA | WILLIAMSON | 78642 | JJF1803 | TX | 1289 |
| 160 | TYLER JAMES RABOIN | TRAVIS | 78729 | JJF1837 | TX | 977 |
| 161 | ASHLEY DYANN SMITH | TRAVIS | 78641 | JJF4917 | TX | 821 |
| 162 | LORENZO OCAMPO SANTANDER | TRAVIS | 78721 | JJF5894 | TX | 743 |
| 163 | RAY NICHOLAS GARCIA | WILLIAMSON | 78642 | JJV3567 | TX | 1872 |
| 164 | MICHAEL TYRONE WASHINGTON | WILLIAMSON | 78641 | JKK5712 | TX | 1097 |
| 165 | NORMA GUERRERO LOPEZ | TRAVIS | 78758 | JLK7114 | TX | 1147 |
| 166 | GAYNOR HANSEN KEPRTACARL WILLIAM KEPRTA | WILLIAMSON | 78641 | JMM6417 | TX | 1279 |
| 167 | BRANDIN ELLIOT BOLINGER MELANIE BOLINGER | WILLIAMSON | 78613 | JMM7981 | TX | 2703 |
| 168 | JOHN LEO COFFEY | WILLIAMSON | 78642 | JMM9195 | TX | 822 |
| 169 | ALMA SALASMARISOL PEREZ | TRAVIS | 78660 | JMN0308 | TX | 455 |
| 170 | NICOLE ANN PALMOUR | WILLIAMSON | 78646 | JMR0935 | TX | 1202 |
| 171 | THERSA WOODWARD | TRAVIS | 78641 | JMW8863 | TX | 1258 |
| 172 | SEAN BAILEY ELLISON | WILLIAMSON | 78641 | JNB9658 | TX | 1061 |
| 173 | LUCINDA MARIE VASQUEZ | WILLIAMSON | 78681 | JPG4515 | TX | 329 |
| 174 | SCOTT EUGENE GUSTAFSON | WILLIAMSON | 78641 | JPX6710 | TX | 958 |
| 175 | MYRIAM PLAZAOLA | TRAVIS | 78653 | JPX7349 | TX | 1669 |
| 176 | BRIANNA LASHAE JACKSON | GUADALUPE | 78666 | JRC5110 | TX | 680 |
| 177 | ADRIANNA RENAE HACKER | WILLIAMSON | 78641 | JRG8163 | TX | 1198 |
| 178 | CHRISTOHER CHANDLER | TRAVIS | 78653 | JRH1993 | TX | 1429 |
| 179 | JOEL GARCIA NAVARRO | TRAVIS | 78641 | JRH2114 | TX | 831 |
| 180 | EDUARDO BENITEZ MARTINEZ | WILLIAMSON | 78729 | JRH3023 | TX | 834 |
| 181 | LAUREN RAE HOLLONJAMES BRIAN LUCAS | WILLIAMSON | 78665 | JRJ6420 | TX | 217 |
| 182 | DAVID JOSEPH BEHRJOHN E BEHR | WILLIAMSON | 78642 | JRV3526 | TX | 1127 |



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CTRMA Prohibited Vehicles

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|-----|---|--------|-------|---------|----|------|
| 183 | SHANNON GRACE CONNOLLYMICHAEL SILVERSON | TRAVIS | 78645 | JRV5646 | TX | 1051 |
| 184 | TRACY SNOWDEN ORTIZ | TRAVIS | 78653 | JSB0640 | TX | 1034 |
| 185 | KYNAN RESHAD DANCY | TRAVIS | 78728 | JTL4533 | TX | 386 |



CTRMA Prohibited Vehicles

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| 186 | IMAD ALIAUS MED TRANSPORTATION | WILLIAMSON | 78628 | JVG4846 | TX | 1322 |
| 187 | SHARON COLLEEN SYLVESTER | WILLIAMSON | 78641 | JVG6895 | TX | 1108 |
| 188 | DANIEL A NEVES | WILLIAMSON | 78641 | JVH0095 | TX | 1253 |
| 189 | CARL C CHESTER | TRAVIS | 78691 | JVS8438 | TX | 1066 |
| 190 | JASMINE NICOLE BOWE | WILLIAMSON | 78641 | JWH1638 | TX | 2268 |
| 191 | MARSHA LEVLON WHITED | WILLIAMSON | 78642 | JWJ6394 | TX | 947 |
| 192 | CHADWICK LEE JONES | WILLIAMSON | 78641 | JXD4611 | TX | 1233 |
| 193 | MICHAEL CARLYLE WILSON | WILLIAMSON | 78628 | JYR3154 | TX | 1103 |
| 194 | CHARLES HORNI | WILLIAMSON | 78613 | JYV2949 | TX | 941 |
| 195 | ARELI VARGAS PASCUALADIEL OCAMPO LOPEZ | BASTROP | 78612 | JYW2431 | TX | 2246 |
| 196 | ISRAEL GONZALEZ | TRAVIS | 78751 | JYW6596 | TX | 1118 |
| 197 | SHANNON NICHOLE SKOLAUT | WILLIAMSON | 78641 | JYY9871 | TX | 1290 |
| 198 | LORI ANN WESTKENNETH BOYD WEST JR | WILLIAMSON | 78642 | JYZ4080 | TX | 1362 |
| 199 | DINO ISAIAH LEWIS MORGAN | WILLIAMSON | 78641 | KBM5227 | TX | 1429 |
| 200 | JASON WILLIAMS MICHAEL | TRAVIS | 78613 | KBM5244 | TX | 1216 |
| 201 | RAYMOND WAYNE MATHIS | WILLIAMSON | 78681 | KBM6904 | TX | 875 |
| 202 | SANDRA LYNN ALLENRAYMOND CLARENCE PAINTER | WILLIAMSON | 78664 | KBM7570 | TX | 194 |
| 203 | RODNESHIA L FENNER | TRAVIS | 78653 | KBY1506 | TX | 1195 |
| 204 | CASSANDRA NICOLE MAYES KRISTOPHER DAVID MAYES | WILLIAMSON | 78664 | KBZ1573 | TX | 310 |
| 205 | LESLEY HERRERA | TRAVIS | 78653 | KCJ1880 | TX | 1639 |
| 206 | JOANNA MICHELLE VELASC GALAVIZIMELDA VELASCO GALAVIZ | WILLIAMS | 78641 | KCJ1957 | TX | 1095 |
| 207 | THELMA NICOLE KERRALLEN FORD JR | WILLIAMSON | 78750 | KDR0904 | TX | 1068 |
| 208 | CAROLYN COSPER | BELL | 76549 | KDR8286 | TX | 1045 |
| 209 | ROBERT LEE HULL III | BASTROP | 78621 | KDV2601 | TX | 1415 |
| 210 | SHAWN BERNARD MURPHY | WILLIAMSON | 78641 | KFD3553 | TX | 1095 |
| 211 | DAVID WILSON | TRAVIS | 78714 | KFH6487 | TX | 1322 |
| 212 | ROBYN LEA TELTSCHIK | WILLIAMSON | 78613 | KFT3835 | TX | 978 |
| 213 | YVONNE ALANIZ GUERRACIRO THOMAS GUERRA III | NA | | KGJ4107 | TX | 951 |
| 214 | KENYA TAMU NELSON | TRAVIS | 78754 | KGJ5801 | TX | 657 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---------------------|------------|-------|---------|----|------|
| 215 | HKD ENTERPRISES INC | TRAVIS | 78660 | KGV4776 | TX | 1434 |
| 216 | MARANDA MARIE REYNA | WILLIAMSON | 78642 | KGV7340 | TX | 912 |



CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---|------------|-------|---------|----|------|
| 217 | STACY ANNETTE GANT | TRAVIS | 78653 | KGV7816 | TX | 1808 |
| 218 | JACQUELINE ELIZABETH PORTER | WILLIAMSON | 78681 | KGV8969 | TX | 483 |
| 219 | ELIZABETH MARIE MERSKIN-THOMAS | WILLIAMSON | 78717 | KGX0367 | TX | 1065 |
| 220 | JUAN ANTONIO MORENO | TRAVIS | 78660 | KGZ7227 | TX | 1182 |
| 221 | ANDREW DUMMAR | TRAVIS | 78728 | KHP0442 | TX | 772 |
| 222 | COURTENEY VIRGINIA CURRY | TRAVIS | 78759 | KHZ8384 | TX | 549 |
| 223 | ROBERT JOSEPH RIVERA | WILLIAMSON | 78613 | KJD6715 | TX | 798 |
| 224 | CHRISTINE MARIE FULMER | WILLIAMSON | 78664 | KJL9459 | TX | 562 |
| 225 | TOM ALEXANDER DIXON BETTY MCKINNEY | WILLIAMSON | 78641 | KJR5437 | TX | 1128 |
| 226 | NACONA LEE MCDOWELL | WILLIAMSON | 78642 | KKB5120 | TX | 1047 |
| 227 | RACHEL LADAWN MITCHELL | WILLIAMSON | 78641 | KKB5641 | TX | 1021 |
| 228 | JONATHAN G CARMONA ROJAS | | | KKB9730 | TX | 1180 |
| 229 | KAMESHA SHANTA BROOKS | TRAVIS | 78130 | KLK2419 | TX | 1537 |
| 230 | JANIE GUERRA | TRAVIS | 78745 | KLK6495 | TX | 174 |
| 231 | JENNIFER SIUDZINSKIMICHAEL BELT | TRAVIS | 78731 | KLK8570 | TX | 964 |
| 232 | LUZ MARIA GONZALEZARTURO TREVINO ROBLES | WILLIAMSON | 78641 | KLK9325 | TX | 1564 |
| 233 | CHRISTINA GRACIELA SIERRA | TRAVIS | 78641 | KLR0866 | TX | 1233 |
| 234 | MARICELLA RAQUEL FRANCO | NEUCES | 78407 | KLR5677 | TX | 1133 |
| 235 | STACY LANE FORD | WILLIAMSON | 78641 | KLS0539 | TX | 1765 |
| 236 | MARICELA GONZALEZ | WILLIAMSON | 78641 | KLV3744 | TX | 2303 |
| 237 | HOWARD LEE HOLLAND JR | WILLIAMSON | 78613 | KLV4969 | TX | 1261 |
| 238 | CAREY RHYNE | WILLIAMSON | 78641 | KLV5628 | TX | 1017 |
| 239 | KELLY NICOLE HEIN | WILLIAMSON | 78626 | KLV7606 | TX | 228 |
| 240 | GREGORIO GARCIA DBA SHARP AIRMECHANICAL, GREGORIO GARCIA JR | TRAVIS | 78653 | KNN5639 | TX | 1179 |
| 241 | DANIELA LYNNE FLESCHE | WILLIAMSON | 78641 | KNN9637 | TX | 1126 |
| 242 | ANNA FERNANDEZ GUERRERO | WILLIAMSON | 78626 | KNP3458 | TX | 508 |
| 243 | URSALA ANN FRANO | WILLIAMSON | 78641 | KNP9626 | TX | 1058 |
| 244 | BETH CARSON DAUGHERTY | TRAVIS | 78653 | KNY9321 | TX | 949 |
| 245 | KEVIN LYNN CLAYELIZABETH LYNN CLAY | NA | | KNZ2187 | TX | 958 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---------------------------|------------|-------|---------|----|------|
| 246 | WILLIAM CHARLES EASON III | WILLIAMSON | 78613 | KNZ5087 | TX | 1031 |
| 247 | ALASTAIR KEITH THOMPSON | WILLIAMSON | 78613 | KPW3431 | TX | 1214 |



CTRMA Prohibited Vehicles

| | | | | | | |
|-----|--|------------|-------|---------|----|------|
| 248 | AMANDA SHIFRIN | WILLIAMSON | 78642 | KPW4330 | TX | 1122 |
| 249 | SABLE ELECTRIC LLC SHAUN MICHAEL MCCONATHY | WILLIAMSON | 78633 | KPZ7939 | TX | 1241 |
| 250 | ROBERT LAWRENCE SHAW EVAN GAYLE SHAW | BURNET | 78645 | KRD0392 | TX | 1046 |
| 251 | LUCAS ALAN CALLOWAY | WILLIAMSON | 78717 | KRF2828 | TX | 1559 |
| 252 | JOHN WILLIAM BOURLAND | TRAVIS | 78704 | KSC9636 | TX | 1218 |
| 253 | SAVANNAH LYNN LUCE | TRAVIS | 78660 | KSC9829 | TX | 815 |
| 254 | ALISHA ANN VO | WILLIAMSON | 78641 | KSD5628 | TX | 1138 |
| 255 | SHARNAYE LYNETTE BAILEY | WILLIAMSON | 78664 | KSD7769 | TX | 394 |
| 256 | JEREMY STANDAGE | CORYELL | 76522 | KTJ0751 | TX | 1011 |
| 257 | DANIEL VILLARREAL | TRAVIS | 78754 | KTL2365 | TX | 889 |
| 258 | HEATHER LYNN MESSINA BRIANA MARY ROSE FRANCE | WILLIAMSON | 78641 | KVM1763 | TX | 795 |
| 259 | DANEIDA VAZQUEZ BENITEZ | TRAVIS | 78758 | KVM3823 | TX | 842 |
| 260 | TIFFANY PACE BRENT PACE | WILLIAMSON | 78641 | KVN2823 | TX | 1283 |
| 261 | CELENA QUINTANILLA SARA JOYCE WOODS | NA | | KVP3229 | TX | 664 |
| 262 | MICHAEL JOHN CARTWRIGHT | TRAVIS | 78645 | KVP5376 | TX | 528 |
| 263 | TRACY RENEE RHINEHART | WILLIAMSON | 78634 | KVP6246 | TX | 355 |
| 264 | CHRISTA COFFEY | WILLIAMSON | 78641 | KWM4495 | TX | 887 |
| 265 | DANIEL LEE BEHMER | WILLIAMSON | 78641 | KXD0605 | TX | 698 |
| 266 | ANTHONY JAMES PHILLIPS | TRAVIS | 78653 | KXD1175 | TX | 1600 |
| 267 | JOHN CHRISTIAN BARNEY XUE YAN BARNEY | WILLIAMSON | 78641 | KYD3185 | TX | 843 |
| 268 | CHRISTOPHER WAYNE HOLEM KATHERINE ANNE HOLEM | WILLIAMSON | 78641 | KYD4077 | TX | 855 |
| 269 | JENNIFER JEAN SAVARY | WILLIAMSON | 78613 | KYD4370 | TX | 710 |
| 270 | SABRENA JILL BARON | BASTROP | 78621 | KYD6551 | TX | 1309 |
| 271 | ROBERT LEONIDAS CAIN CHARLENE MCCLENDON CAIN | TRAVIS | 78653 | KYT4986 | TX | 2131 |
| 272 | DAWN LANETTE BRICE | TRAVIS | 78660 | KYT9070 | TX | 343 |
| 273 | KYLIE SKY LOVING | WILLIAMSON | 78641 | L3X0TIC | TX | |
| 274 | MICHAELYNE ESCOBAR LONG | WILLIAMSON | 78626 | LBB5256 | TX | 333 |
| 275 | HANNAH JORDAN PIETZ JACOB AVERY ANDREWS | TRAVIS | 78645 | LBB5265 | TX | 739 |
| 276 | SHANNON DANIEL KNOX | WILLIAMSON | 78621 | LBB8016 | TX | 795 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---|-------------|-------|---------|----|------|
| 277 | ELIUD GONZALEZ | WILLIAMSONS | 78642 | LBC3304 | TX | 1207 |
| 278 | HAL GOGGAN KUNTZ IIHALLIE KUNTZ DAUGHERTY | HARRIS | 77055 | LBD6385 | TX | 305 |



CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---|------------|-------|---------|----|------|
| 279 | LINDSEY NICOLE SALAZAR | TRAVIS | 78728 | LBK9098 | TX | 703 |
| 280 | GERARDO TIRADO GARCIA | TRAVIS | 78660 | LBV2068 | TX | 817 |
| 281 | JAMES KENNETH PRICKETT | WILLIAMSON | 78641 | LBV3781 | TX | 869 |
| 282 | ADELA CASTILLO NIETOEDUARDO VAZUQEZ MORENO | TRAVIS | 78735 | LBV4261 | TX | 956 |
| 283 | JUAN HILARIO SALDIVAR-HERNANDEZ | TRAVIS | 78724 | LBV4770 | TX | 1349 |
| 284 | GREGORY RAY SCHUMANN | TRAVIS | 78653 | LBV7229 | TX | 1328 |
| 285 | JOHNNIE CAZALAS | TRAVIS | 78664 | LBW3791 | TX | 564 |
| 286 | CRISTINA SAITTA | WILLIAMSON | 78681 | LCC2638 | TX | 838 |
| 287 | CHRISTOPHER CHARLES NAILS | TRAVIS | 78613 | LCX6630 | TX | 1072 |
| 288 | CHRISTOPHER C ZAIONTZ III | WILLIAMSON | 78633 | LCX6709 | TX | 664 |
| 289 | BRITTANY NICOLE SALINASRENE DON JUAN LICEA | WILLIAMSON | 78641 | LCY0113 | TX | 1429 |
| 290 | CHANCE ISRAEL JOSIAH JEFFERYANTHONY J JEFFERY | WILLIAMSON | 78641 | LCY0450 | TX | 991 |
| 291 | DAVID G COREDIG JR | WILLIAMSON | 78641 | LDD1852 | TX | 1388 |
| 292 | ROSA ELIA VARGAS | NA | | LDD2617 | TX | 820 |
| 293 | MAKAILA DENEAL DECKARD | WILLIAMSON | 78664 | LDD2661 | TX | 981 |
| 294 | BRYCE EDWARD TENNISON | WILLIAMSON | 78641 | LDS3187 | TX | 1341 |
| 295 | ROBERT ERNEST TREVINO JR | WILLIAMSON | 78613 | LDX8104 | TX | 1303 |
| 296 | TAWANNA IRENE JACKSON | TRAVIS | 78653 | LDY4292 | TX | 1160 |
| 297 | MIGUEL CLAUDIO RANGELDIANA MARTINEZ RANGEL | TRAVIS | 78653 | LDZ2486 | TX | 1246 |
| 298 | TAMARA CRYSTAL AYOOLA | WILLIAMSON | 78641 | LDZ4234 | TX | 797 |
| 299 | ANDREW MARK PATRICK | TRAVIS | 78660 | LFL8621 | TX | 374 |
| 300 | BARBARA ANNE LAMPERT | WILLIAMSON | 78717 | LFR1294 | TX | 899 |
| 301 | ELIZABETH EASLEY BEDFORDMARTHA HERNANDEZ | TRAVIS | 78724 | LGT1852 | TX | 1316 |
| 302 | KARLA ELAINE KINCER | WILLIAMSON | 78641 | LHF4163 | TX | 1005 |
| 303 | CAILIN GRACE MCLANE | WILLIAMSON | 78613 | LHF4706 | TX | 1285 |
| 304 | JOHN BAILIFFCRYSTAL COLLINS | WILLIAMSON | 78641 | LHF6141 | TX | 899 |
| 305 | PATRICIA HILL POWELL | WILLIAMSON | 78641 | LHF6735 | TX | 1723 |
| 306 | KIMBERLY ANN MILLER | WILLIAMSON | 78681 | LHS6092 | TX | 990 |
| 307 | MITCHEL KENT EVANS | WILLIAMSON | 78681 | LHS7182 | TX | 607 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---|------------|-------|---------|----|------|
| 308 | KEVIN C CEARLEYNICHOLE ASHELY CEARLEY | WILLIAMSON | 78641 | LHS9251 | TX | 1186 |
| 309 | DEVORAH NESHAWN CRAWFORDIRA LADELL MILLER | TRAVIS | 78653 | LHT1677 | TX | 1802 |



CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---|------------|-------|---------|----|------|
| 310 | HAROLD MAJORS | TRAVIS | 78714 | LHZ2777 | TX | 1148 |
| 311 | STEPHEN DESHUN WASHINGTON | WILLIAMSON | 78641 | LJH0591 | TX | 1340 |
| 312 | NEON SIGNS USA LLC | TRAVIS | 78723 | LJ8527 | TX | 1094 |
| 313 | FIREMAN'S PEST CONTROL INC | NAVARRO | 75109 | LJY0966 | TX | 742 |
| 314 | JARDIEL PEREZ GUTIERREZ | TRAVIS | 78645 | LKB0878 | TX | 858 |
| 315 | DANIEL MELENDEZ | WILLIAMSON | 78664 | LKB0921 | TX | 518 |
| 316 | AMBER LYNN GOODSON | TRAVIS | 78660 | LKB4024 | TX | 539 |
| 317 | RYAN E FREEHILL | WILLIAMSON | 78613 | LKD2366 | TX | 1380 |
| 318 | CEDAR PARK NISSAN | WILLIAMSON | 78613 | LKD9700 | TX | 1734 |
| 319 | JENNIFER MICHELLE CASTILLO | WILLIAMSON | 78750 | LKK9059 | TX | 796 |
| 320 | AURORA RIVERAJAGER CLIFFORD | BASTROP | 78621 | LLJ7430 | TX | 1354 |
| 321 | CHRISTOPHER RYAN ALBINO | TRAVIS | 78758 | LLY6108 | TX | 443 |
| 322 | SEAN A SEMLER | WILLIAMSON | 78641 | LLY7210 | TX | 884 |
| 323 | TREYLON JARRAD COLEMAN | HAYS | 78640 | LMD9043 | TX | 1380 |
| 324 | JAQUILLE CORVON SANDERS | WILLIAMSON | 78613 | LMH7141 | TX | 1377 |
| 325 | LORI ANN HERNANDEZ | WILLIAMSON | 78665 | LMH7688 | TX | 358 |
| 326 | MA DEL SOCORRO MATA GONZALEZEUGENIO PEREZ JIMENEZ | TRAVIS | 78723 | LMJ2628 | TX | 212 |
| 327 | LONGHORN CAR & TRUCKRENTAL INC | TRAVIS | 78751 | LMJ5327 | TX | 479 |
| 328 | FRANCHELI MEILANI ROMERO | WILLIAMSON | 78681 | LMP3848 | TX | 1163 |
| 329 | PAUL BAILEY | TRAVIS | 78714 | LMV6461 | TX | 1341 |
| 330 | KELLY ANN SARGENT | WILLIAMSON | 78642 | LNC9442 | TX | 830 |
| 331 | CHRISTIANA MARIE BAPTISTE | WILLIAMSON | 78641 | LNC9762 | TX | 1656 |
| 332 | KEITH LAMONT IVORY | BASTROP | 78621 | LNJ9392 | TX | 1560 |
| 333 | CHARLES K VAIL AMBER SHAYE VAIL | TRAVIS | 78665 | LNV8852 | TX | 354 |
| 334 | PATRICIA LEE SANDRIKJOHN CHARLES WINSLOR | WILLIAMSON | 78641 | LNV9629 | TX | 1262 |
| 335 | EVAN JOSEPH RIVAS | TRAVIS | 78753 | LRH2860 | TX | 452 |
| 336 | DAWN WALKER | WILLIAMSON | 78642 | LRH5312 | TX | 1375 |
| 337 | ANTHONY D WAYNE WALKER III | TRAVIS | 78621 | LRJ5919 | TX | 1832 |
| 338 | TYLER GRANT BARCHENGER | WILLIAMSON | 78641 | LRR0023 | TX | 1208 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

| | | | | | | |
|-----|--------------------------|------------|-------|---------|----|------|
| 339 | PAIGE ALISON PRATER | WILLIAMSON | 78641 | LRW8320 | TX | 1028 |
| 340 | CLARISSA ANETTE MARTINEZ | WILLIAMSON | 78641 | LSB1918 | TX | 1071 |



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

CTRMA Prohibited Vehicles

| | | | | | | |
|-----|---|------------|-------|---------|----|------|
| 341 | KIMBERLY ANN CLAYTON | WILLIAMSON | 78642 | LSH5981 | TX | 1083 |
| 342 | ELEUTERIO NUNEZ ANGEL | BASTROP | 78621 | LVD4320 | TX | 1339 |
| 343 | NICOLE LEIGH ADAMS | WILLIAMSON | 78641 | LVN4274 | TX | 1144 |
| 344 | JESSICA EMILYVONNE KIERNAN | TRAVIS | 78757 | LVN5195 | TX | 1283 |
| 345 | MIKHAIL EDWARD SLYE | WILLIAMSON | 78642 | LVN6285 | TX | 891 |
| 346 | TARA NEEVA PEREZ DANIEL RYAN SNELL | WILLIAMSON | 78664 | LVN6533 | TX | 988 |
| 347 | AUBREY LANAIL BYRD | TRAVIS | 78702 | LZP2958 | TX | 1240 |
| 348 | MARIA NATALIA ESCAMILLAMICHAEL DUANE WERNER | WILLIAMSON | 78613 | MCX5133 | TX | 929 |
| 349 | SHEREKA R JOHNSON AARON STEVEN JOHNSON | WILLIAMSON | 78665 | SAAM | TX | 1202 |
| 350 | GARY LYNN INGRAM | WILLIAMSON | 78613 | SVMUNY | TX | 873 |

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

RESOLUTION NO. 20-016

**AWARDING A CONSTRUCTION CONTRACT FOR UPDATES TO SIGNAGE AND
PAVEMENT MARKINGS ON THE 183A, MOPAC AND 45SW CORRIDORS**

WHEREAS, by Resolution No. 19-027, dated June 26, 2019, the Board of Directors adopted the budget for fiscal year 2019-2020 ("FY 2020") including an allocation for maintenance and renewal and replacement projects aligned with the Mobility Authority's long-term plan for the renewal and replacement of capital assets; and

WHEREAS, the Mobility Authority desires to update signage and pavement markings on the 183A, MoPac and 45SW corridors; and

WHEREAS, the Mobility Authority advertised, released bid documents, and reviewed bids for the update of signage and pavement markings on the 183A, MoPac North and 45SW corridors in accordance with Mobility Authority procurement policies; and

WHEREAS, the Mobility Authority received two bids and, after review by staff, the apparent low bid submitted by The Levy Company, Inc was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, the Executive Director recommends awarding a construction contract to The Levy Company, Inc for the update of signage and pavement markings on the 183A, MoPac North and 45SW corridors in an amount not to exceed \$1,653,216.11 and in the form published in the bid documents.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors awards a construction contract to The Levy Company, Inc for the update of signage and pavement markings on the 183A, MoPac and 45SW corridors in an amount not to exceed \$1,653,216.11, and authorizes the Executive Director to finalize and execute the contract in the form published in the bid documents.

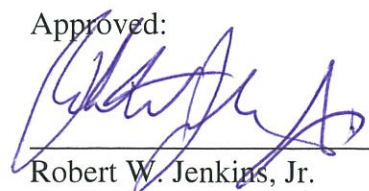
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

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

RESOLUTION NO. 20-017

ACCEPT THE FINANCIAL STATEMENTS FOR FEBRUARY 2020

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

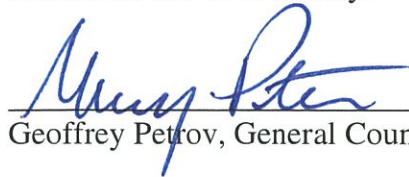
WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of February 2020, and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for February 2020, attached hereto as Exhibit A.

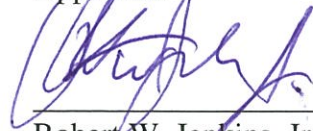
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending February 29, 2020

| | Budget Amount FY 2020 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|------------------------------------|-----------------------------|------------------------|----------------------|------------------------------|
| REVENUE | | | | |
| Operating Revenue | | | | |
| Toll Revenue - Tags | 97,816,954 | 63,298,689 | 64.71% | 52,992,188 |
| Video Tolls | 24,963,459 | 15,935,159 | 63.83% | 11,598,595 |
| Fee Revenue | 7,589,784 | 7,085,523 | 93.36% | 3,837,390 |
| Total Operating Revenue | 130,370,198 | 86,319,370 | 66.21% | 68,428,173 |
| Other Revenue | | | | |
| Interest Income | 4,000,000 | 4,726,701 | 118.17% | 3,250,274 |
| Grant Revenue | 5,541,945 | 401,724 | 7.25% | 868,585 |
| Misc Revenue | 2,000 | 4,111 | 205.57% | 37,200 |
| Gain/Loss on Sale of Asset | - | 11,117 | - | - |
| Total Other Revenue | 9,543,945 | 5,143,654 | 53.89% | 4,156,058 |
| TOTAL REVENUE | \$139,914,143 | \$91,463,024 | 65.37% | 72,584,231 |
| EXPENSES | | | | |
| Salaries and Benefits | | | | |
| Salary Expense-Regular | 4,469,989 | 2,785,414 | 62.31% | 2,699,696 |
| Salary Reserve | 80,000 | - | - | - |
| TCDRS | 632,057 | 379,792 | 60.09% | 325,002 |
| FICA | 204,345 | 111,176 | 54.41% | 100,656 |
| FICA MED | 67,769 | 40,323 | 59.50% | 35,366 |
| Health Insurance Expense | 510,761 | 276,766 | 54.19% | 252,020 |
| Life Insurance Expense | 8,034 | 6,055 | 75.36% | 5,665 |
| Auto Allowance Expense | 10,200 | 6,375 | 62.50% | 6,800 |
| Other Benefits | 122,131 | 83,634 | 68.48% | 110,124 |
| Unemployment Taxes | 2,823 | 264 | 9.37% | 4,804 |
| Total Salaries and Benefits | 6,108,109 | 3,689,799 | 60.41% | 3,540,133 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending February 29, 2020

| | Budget Amount FY 2020 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|---|-----------------------------|------------------------|----------------------|------------------------------|
| Administrative | | | | |
| Administrative and Office Expenses | | | | |
| Accounting | 10,000 | 5,843 | 58.43% | 5,471 |
| Auditing | 125,000 | 97,736 | 78.19% | 74,571 |
| Human Resources | 40,000 | 22,223 | 55.56% | 3,811 |
| IT Services | 307,700 | 75,373 | 24.50% | 63,877 |
| Internet | 450 | 215 | 47.81% | 3,352 |
| Software Licenses | 123,100 | 19,138 | 15.55% | 42,502 |
| Cell Phones | 23,891 | 13,951 | 58.39% | 10,545 |
| Local Telephone Service | 120,000 | 59,494 | 49.58% | 5,287 |
| Overnight Delivery Services | 550 | 47 | 8.52% | 79 |
| Local Delivery Services | 725 | 25 | 3.39% | 62 |
| Copy Machine | 14,735 | 10,176 | 69.06% | 11,048 |
| Repair & Maintenance-General | 14,200 | 4,239 | 29.85% | 2,450 |
| Community Meeting/ Events | 12,000 | - | - | - |
| Meeting Expense | 14,750 | 11,143 | 75.54% | 6,996 |
| Public Notices | 100 | (9) | -9.00% | - |
| Toll Tag Expense | 4,150 | 1,450 | 34.94% | 1,660 |
| Parking / Local Ride Share | 2,800 | 1,217 | 43.46% | 855 |
| Mileage Reimbursement | 8,300 | 2,068 | 24.91% | 2,436 |
| Insurance Expense | 256,200 | 191,596 | 74.78% | 127,134 |
| Rent Expense | 720,000 | 349,938 | 48.60% | 311,042 |
| Building Parking | 27,000 | 12,733 | 47.16% | - |
| Legal Services | 500,000 | 241,699 | 48.34% | 148,159 |
| Total Administrative and Office Expenses | 2,325,651 | 1,120,294 | 48.17% | 821,336 |
| Office Supplies | | | | |
| Books & Publications | 5,000 | - | - | 3,112 |
| Office Supplies | 17,000 | 4,993 | 29.37% | 8,333 |
| Misc Office Equipment | 10,250 | 3,610 | 35.22% | 4,663 |
| Computer Supplies | 169,400 | 46,073 | 27.20% | 26,689 |
| Copy Supplies | 3,000 | 1,043 | 34.77% | 1,036 |
| Other Reports-Printing | 8,000 | - | - | 3,627 |
| Office Supplies-Printed | 5,250 | 1,654 | 31.50% | 3,170 |
| Misc Materials & Supplies | 750 | - | - | - |
| Postage Expense | 850 | 249 | 29.28% | 263 |
| Total Office Supplies | 219,500 | 57,621 | 26.25% | 50,894 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending February 29, 2020

| | Budget Amount FY 2020 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|--|-----------------------------|------------------------|----------------------|------------------------------|
| Communications and Public Relations | | | | |
| Graphic Design Services | 60,000 | - | - | 29,424 |
| Website Maintenance | 105,000 | 13,506 | 12.86% | 24,837 |
| Research Services | 770,000 | 46,368 | 6.02% | (56,385) |
| Communications and Marketing | 300,500 | 187,785 | 62.49% | 211,663 |
| Advertising Expense | 755,000 | 333,542 | 44.18% | 350,817 |
| Direct Mail | 10,000 | - | - | - |
| Video Production | 150,000 | 22,393 | 14.93% | 8,820 |
| Photography | 10,000 | 379 | 3.79% | 4,895 |
| Radio | 50,000 | 3,480 | 6.96% | 1,500 |
| Other Public Relations | 140,000 | 3,918 | 2.80% | 21,475 |
| Promotional Items | 20,000 | 6,907 | 34.54% | 700 |
| Annual Report printing | 6,500 | - | - | 3,712 |
| Direct Mail Printing | 30,000 | - | - | - |
| Other Communication Expenses | 56,204 | 13,508 | 24.03% | 1,947 |
| Total Communications and Public Relations | 2,463,204 | 631,785 | 25.65% | 603,406 |
| Employee Development | | | | |
| Subscriptions | 4,725 | 1,322 | 27.98% | 542 |
| Agency Memberships | 65,000 | 51,013 | 78.48% | 37,891 |
| Continuing Education | 11,000 | 1,159 | 10.54% | 385 |
| Professional Development | 31,500 | 8,985 | 28.52% | 7,536 |
| Other Licenses | 800 | 409 | 51.11% | 243 |
| Seminars and Conferences | 45,855 | 22,863 | 49.86% | 14,718 |
| Travel | 130,810 | 81,245 | 62.11% | 55,988 |
| Total Employee Development | 289,690 | 166,996 | 57.65% | 117,303 |
| Financing and Banking Fees | | | | |
| Trustee Fees | 52,000 | 37,100 | 71.35% | 26,075 |
| Bank Fee Expense | 6,500 | 1,118 | 17.21% | 2,349 |
| Continuing Disclosure | 15,000 | 3,634 | 24.23% | 3,500 |
| Arbitrage Rebate Calculation | 10,000 | 9,250 | 92.50% | 8,395 |
| Rating Agency Expense | 30,000 | 64,000 | 213.33% | 16,000 |
| Total Financing and Banking Fees | 113,500 | 115,102 | 101.41% | 56,319 |
| Total Administrative | 5,411,545 | 2,091,798 | 38.65% | 1,649,258 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending February 29, 2020

| | Budget | | | |
|--|-------------------|------------------|---------------|------------------|
| | Amount FY | Actual Year | Percent of | Actual Prior |
| | 2020 | to Date | Budget | Year to Date |
| Operations and Maintenance | | | | |
| Operations and Maintenance Consulting | | | | |
| GEC-Trust Indenture Support | 294,000 | 225,267 | 76.62% | 70,298 |
| GEC-Financial Planning Support | 285,000 | 40,232 | 14.12% | 42,698 |
| GEC-Toll Ops Support | 1,498,223 | 214,318 | 14.30% | 66,393 |
| GEC-Roadway Ops Support | 1,404,000 | 191,339 | 13.63% | 231,694 |
| GEC-Technology Support | 1,028,000 | 532,171 | 51.77% | 434,891 |
| GEC-Public Information Support | 325,000 | 111,208 | 34.22% | 8,748 |
| GEC-General Support | 2,221,000 | 867,277 | 39.05% | 499,825 |
| General System Consultant | 1,318,627 | 347,295 | 26.34% | 287,678 |
| Traffic Modeling | 150,000 | - | - | 53,511 |
| Traffic and Revenue Consultant | 300,000 | 200,748 | 66.92% | 62,858 |
| Total Operations and Maintenance Consulting | 8,823,850 | 2,729,854 | 30.94% | 1,758,594 |
| Roadway Operations and Maintenance | | | | |
| Roadway Maintenance | 4,400,000 | 1,678,756 | 38.15% | 1,764,546 |
| Signal & Illumination Maint | - | 15,940 | - | - |
| Maintenance Supplies-Roadway | 237,000 | 16,735 | 7.06% | 18,976 |
| Tools & Equipment Expense | 1,500 | 568 | 37.90% | 199 |
| Gasoline | 21,600 | 8,769 | 40.60% | 9,900 |
| Repair & Maintenance-Vehicles | 4,000 | 3,577 | 89.42% | 3,044 |
| Electricity - Roadways | 250,000 | 117,841 | 47.14% | 97,673 |
| Total Roadway Operations and Maintenance | 4,914,100 | 1,842,186 | 37.49% | 1,894,339 |
| Toll Processing and Collection Expense | | | | |
| Image Processing | 3,392,460 | 1,114,010 | 32.84% | 715,093 |
| Tag Collection Fees | 7,283,817 | 3,963,899 | 54.42% | 3,244,471 |
| Court Enforcement Costs | 50,001 | - | - | 7,875 |
| DMV Lookup Fees | 999 | 368 | 36.88% | 586 |
| Total Processing and Collection Expense | 10,727,277 | 5,078,278 | 47.34% | 3,968,025 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending February 29, 2020

| | Budget Amount FY 2020 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|---|-----------------------------|------------------------|----------------------|------------------------------|
| Toll Operations Expense | | | | |
| Generator Fuel | 2,500 | 1,778 | 71.14% | 1,228 |
| Fire and Burglar Alarm | 599 | 247 | 41.19% | 247 |
| Refuse | 1,500 | 1,291 | 86.10% | 827 |
| Telecommunications | - | - | - | 32,871 |
| Water - Irrigation | 10,000 | 3,196 | 31.96% | 2,583 |
| Electricity | 2,500 | 256 | 10.24% | 933 |
| ETC spare parts expense | 25,000 | 8,272 | 33.09% | 5,573 |
| Repair & Maintenance Toll Equip | 150,000 | - | - | - |
| Law Enforcement | 274,998 | 2,155 | 0.78% | 181,704 |
| ETC Maintenance Contract | 4,524,237 | 1,114,182 | 24.63% | 1,049,670 |
| ETC Toll Management Center System Operation | 402,587 | - | - | - |
| ETC Development | 2,361,999 | 405,789 | 17.18% | 256,793 |
| ETC Testing | 252,999 | 109,443 | 43.26% | 52,536 |
| Total Toll Operations Expense | 8,008,919 | 1,646,609 | 20.56% | 1,584,964 |
| Total Operations and Maintenance | 32,474,146 | 11,296,927 | 34.79% | 9,205,922 |
| Other Expenses | | | | |
| Special Projects and Contingencies | | | | |
| HERO | 150,000 | 61,595 | 41.06% | - |
| Special Projects | 400,001 | 30,553 | 7.64% | 41,880 |
| 71 Express Net Revenue Payment | 4,500,000 | 2,721,544 | 60.48% | 2,290,102 |
| Technology Task Force | 525,000 | 138,567 | 26.39% | 82,319 |
| Other Contractual Svcs | 150,000 | 72,500 | 48.33% | 136,548 |
| Contingency | 400,000 | - | - | - |
| Total Special Projects and Contingencies | 6,125,001 | 3,024,759 | 49.38% | 2,550,848 |

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending February 29, 2020

| | Budget Amount FY 2020 | Actual Year to Date | Percent of Budget | Actual Prior Year to Date |
|-------------------------------------|-----------------------------|------------------------|----------------------|------------------------------|
| Non Cash Expenses | | | | |
| Amortization Expense | 771,625 | 628,783 | 81.49% | 293,895 |
| Amort Expense - Refund Savings | 1,050,000 | 699,978 | 66.66% | 694,661 |
| Dep Exp- Furniture & Fixtures | 2,620 | 1,742 | 66.51% | 1,742 |
| Dep Expense - Equipment | 16,000 | 44,065 | 275.41% | 10,666 |
| Dep Expense - Autos & Trucks | 40,500 | 19,828 | 48.96% | 17,758 |
| Dep Expense-Buildng & Toll Fac | 176,800 | 117,832 | 66.65% | 107,522 |
| Dep Expense-Highways & Bridges | 38,568,000 | 21,633,481 | 56.09% | 16,567,891 |
| Dep Expense-Toll Equipment | 3,670,250 | 2,385,581 | 65.00% | 1,710,047 |
| Dep Expense - Signs | 326,200 | 506,420 | 155.25% | 219,389 |
| Dep Expense-Land Improvements | 884,935 | 663,700 | 75.00% | 589,956 |
| Depreciation Expense-Computers | 9,600 | 53,572 | 558.05% | 6,972 |
| Total Non Cash Expenses | 45,516,530 | 26,754,984 | 58.78% | 20,220,499 |
| Total Other Expenses | 51,641,531 | 29,779,743 | 57.67% | 22,771,347 |
| Non Operating Expenses | | | | |
| Bond Issuance Expense | 250,000 | 956,803 | 382.72% | 2,406,087 |
| Loan Fee Expense | 75,000 | 27,000 | 36.00% | 13,500 |
| Interest Expense | 43,741,254 | 25,675,008 | 58.70% | 22,472,608 |
| Community Initiatives | 325,000 | 82,928 | 25.52% | 40,942 |
| Total Non Operating Expenses | 44,391,254 | 26,741,738 | 60.24% | 24,933,138 |
| TOTAL EXPENSES | \$140,026,585 | \$73,600,006 | 52.56% | \$62,099,796 |
| Net Income | (\$112,442) | \$17,863,019 | | 10,484,435 |

Central Texas Regional Mobility Authority
Balance Sheet
as of February 29, 2020

| | as of 02/29/2020 | | as of 02/28/2019 | |
|--|------------------|--------------------------------|------------------|--------------------------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Cash | | | | |
| Regions Operating Account | \$ 536,106 | | \$ 1,016,977 | |
| Cash in TexStar | 239,593 | | 232,245 | |
| Regions Payroll Account | 98,837 | | 121,874 | |
| Restricted Cash | | | | |
| Goldman Sachs FSGF 465 | 191,344,689 | | 332,031,016 | |
| Restricted Cash - TexSTAR | 292,456,474 | | 148,817,348 | |
| Overpayments account | 476,566 | | 323,670 | |
| Total Cash and Cash Equivalents | | <u>485,152,264</u> | | <u>482,543,129</u> |
| Accounts Receivable | | | | |
| Accounts Receivable | 2,770,089 | | 1,141,083 | |
| Due From Other Agencies | 78,401 | | 28,227 | |
| Due From TTA | 1,107,026 | | 833,513 | |
| Due From NTTA | 871,693 | | 722,432 | |
| Due From HCTRA | 1,230,433 | | 903,832 | |
| Due From TxDOT | 449,782 | | 772,605 | |
| Interest Receivable | 314,596 | | 482,638 | |
| Total Receivables | | <u>6,822,020</u> | | <u>4,884,330</u> |
| Short Term Investments | | | | |
| Treasuries | 9,855,135 | | 19,962,403 | |
| Agencies | 10,144,865 | | 79,784,379 | |
| Total Short Term Investments | | <u>20,000,000</u> | | <u>99,746,782</u> |
| Total Current Assets | | <u>511,974,285</u> | | <u>587,174,241</u> |
| Total Construction in Progress | | 575,726,859 | | 709,012,278 |
| Fixed Assets (Net of Depreciation and Amortization) | | | | |
| Computers | 528,754 | | 23,162 | |
| Computer Software | 3,697,995 | | 728,336 | |
| Furniture and Fixtures | 8,277 | | 10,890 | |
| Equipment | 5,457 | | 8,706 | |
| Autos and Trucks | 84,288 | | 41,760 | |
| Buildings and Toll Facilities | 4,829,430 | | 5,006,178 | |
| Highways and Bridges | 1,179,784,667 | | 881,218,475 | |
| Toll Equipment | 24,108,120 | | 16,992,441 | |
| Signs | 13,332,574 | | 10,417,080 | |
| Land Improvements | 8,264,115 | | 9,149,049 | |
| Right of way | 88,149,606 | | 88,149,606 | |
| Leasehold Improvements | 152,378 | | 129,924 | |
| Total Fixed Assets | | <u>1,322,945,660</u> | | <u>1,011,875,605</u> |
| Other Assets | | | | |
| Intangible Assets-Net | 101,645,553 | | 102,774,711 | |
| 2005 Bond Insurance Costs | 3,932,110 | | 4,145,619 | |
| Prepaid Insurance | 357,174 | | 261,497 | |
| Deferred Outflows (pension related) | 866,997 | | 290,396 | |
| Pension Asset | 177,226 | | 826,397 | |
| Total Other Assets | | <u>106,979,060</u> | | <u>108,298,620</u> |
| Total Assets | | <u><u>\$ 2,517,625,865</u></u> | | <u><u>\$ 2,416,360,744</u></u> |

Central Texas Regional Mobility Authority
Balance Sheet
as of February 29, 2020

| | as of 02/29/2020 | | as of 02/28/2019 | |
|--|------------------|-------------|----------------------|----------------------|
| LIABILITIES | | | | |
| Current Liabilities | | | | |
| Accounts Payable | \$ | 318,513 | \$ | 85,174 |
| Construction Payable | | 24,380,501 | | 1,447,928 |
| Overpayments | | 479,730 | | 326,674 |
| Interest Payable | | 7,539,715 | | 9,229,317 |
| TCDRS Payable | | 72,735 | | 95,475 |
| Due to other Agencies | | 15,860 | | 4,061,601 |
| Due to TTA | | 566,592 | | 1,097,600 |
| Due to NTTA | | 59,377 | | 51,419 |
| Due to HCTRA | | 89,546 | | 66,728 |
| Due to Other Entities | | 855,626 | | 744,056 |
| 71E TxDOT Obligation - ST | | 4,444,684 | | 3,860,267 |
| Total Current Liabilities | | | | |
| | | | 38,822,879 | 21,066,240 |
| Long Term Liabilities | | | | |
| Compensated Absences | | 543,329 | | 541,425 |
| Deferred Inflows (pension related) | | 206,675 | | 278,184 |
| Long Term Payables | | | 750,004 | 819,609 |
| Bonds Payable | | | | |
| Senior Lien Revenue Bonds: | | | | |
| Senior Lien Revenue Bonds 2010 | | 73,622,062 | | 75,571,730 |
| Senior Lien Revenue Bonds 2011 | | 17,097,632 | | 16,071,901 |
| Senior Refunding Bonds 2013 | | 133,195,000 | | 136,405,000 |
| 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 | | 356,785,000 | | 358,030,000 |
| Senior Lien Revenue Bonds 2018 | | 44,345,000 | | 44,345,000 |
| Senior Lien Revenue Bonds 2020A | | 50,265,000 | | - |
| Sn Lien Rev Bnd Prem/Disc 2013 | | 5,072,963 | | 6,907,489 |
| Sn Lien Revenue Bnd Prem 2015 | | 18,982,591 | | 19,979,679 |
| Sn Lien Put Bnd Prem 2015 | | 931,202 | | 2,483,955 |
| Senior lien premium 2016 revenue bonds | | 44,505,067 | | 48,817,468 |
| Sn Lien Revenue Bond Premium 2018 | | 3,771,795 | | 4,038,368 |
| Senior Lien Revenue Bond Premium 2020A | | 11,679,665 | | - |
| Total Senior Lien Revenue Bonds | | | 1,127,827,977 | 1,080,225,590 |
| Sub Lien Revenue Bonds: | | | | |
| Sub Lien Refunding Bonds 2013 | | 95,945,000 | | 98,295,000 |
| Sub Lien Refunding Bonds 2016 | | 73,490,000 | | 73,905,000 |
| Subordinated Lien BANs 2018 | | 46,020,000 | | 46,020,000 |
| Sub Refunding 2013 Prem/Disc | | 1,097,078 | | 1,538,742 |
| Sub Refunding 2016 Prem/Disc | | 7,732,829 | | 8,581,912 |
| Sub Lien BANs 2018 Premium | | 970,077 | | 1,499,210 |
| Total Sub Lien Revenue Bonds | | | 225,254,984 | 229,839,865 |
| Other Obligations | | | | |
| TIFIA Note 2015 | | 294,032,841 | | 227,712,244 |
| TIFIA Note 2019 | | 51,164 | | - |
| SIB Loan 2015 | | 33,920,075 | | 32,603,003 |
| State Highway Fund Loan 2015 | | 33,920,105 | | 32,603,033 |
| State 45SW Loan | | - | | 55,000,000 |
| 71E TxDOT Obligation - LT | | 60,728,211 | | 62,332,058 |
| Regions 2017 MoPAC Note | | 24,990,900 | | 17,000,000 |
| Total Other Obligations | | | 447,643,295 | 427,250,338 |
| Total Long Term Liabilities | | | 1,801,476,260 | 1,738,135,402 |
| Total Liabilities | | | 1,840,299,139 | 1,759,201,642 |

Central Texas Regional Mobility Authority
Balance Sheet
as of February 29, 2020

| | as of 02/29/2020 | as of 02/28/2019 |
|---|--------------------------------|--------------------------------|
| NET ASSETS | | |
| Contributed Capital | 121,202,391 | 121,202,391 |
| Net Assets Beginning | 541,309,641 | 527,520,601 |
| Current Year Operations | 14,814,694 | 8,436,110 |
| Total Net Assets | <u>677,326,727</u> | <u>657,159,102</u> |
| Total Liabilities and Net Assets | <u>\$ 2,517,625,865</u> | <u>\$ 2,416,360,744</u> |

Central Texas Regional Mobility Authority
Statement of Cash Flow - Unaudited
as of February 29, 2020

Cash flows from operating activities:

| | | |
|---|----|--------------|
| Receipts from toll revenues | \$ | 86,443,072 |
| Receipts from interest income | | 2,298,426 |
| Payments to vendors | | (24,935,047) |
| Payments to employees | | (3,721,249) |
| Net cash flows provided by (used in) operating activities | | 60,085,202 |

Cash flows from capital and related financing activities:

| | | |
|---|--|---------------|
| Proceeds from notes payable | | 55,385,943 |
| Interest payments | | (54,371,558) |
| Acquisitions of construction in progress | | (125,311,535) |
| Net cash flows provided by (used in) capital and related financing activities | | (124,297,149) |

Cash flows from investing activities:

| | | |
|---|----|---------------|
| Purchase of investments | | (236,972,704) |
| Proceeds from sale or maturity of investments | | 227,484,841 |
| Net cash flows provided by (used in) investing activities | | (9,487,862) |
| Net increase (decrease) in cash and cash equivalents | | (73,699,810) |
| Cash and cash equivalents at beginning of period | | 241,560,543 |
| Cash and cash equivalents at end of period | \$ | 167,860,733 |

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

| | | |
|---|----|-------------|
| Operating income | \$ | 39,518,593 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | | 26,055,006 |
| Changes in assets and liabilities: | | |
| (Increase) decrease in prepaid expenses and other assets | | (157,006) |
| (Decrease) increase in accounts payable | | (3,488,433) |
| Increase (decrease) in accrued expenses | | (1,842,958) |
| Total adjustments | | 20,566,609 |
| Net cash flows provided by (used in) operating activities | \$ | 60,085,202 |

Reconciliation of cash and cash equivalents:

| | | |
|--|----|-------------|
| Unrestricted cash and cash equivalents | \$ | 1,111,509 |
| Restricted cash and cash equivalents | | 166,749,224 |
| Total | \$ | 167,860,733 |

INVESTMENTS by FUND

| | | Balance February 29, 2020 | | |
|--|----------------------|------------------------------|--------------------------------------|-----------------------|
| Renewal & Replacement Fund | | | | |
| TexSTAR | 402,368.90 | | TexSTAR | 292,696,066.91 |
| Goldman Sachs | 15,071.83 | | Goldman Sachs | 166,878,886.57 |
| Agencies/ Treasuries | | 417,440.73 | Agencies & Treasury Notes | 20,000,000.00 |
| Grant Fund | | | | \$ 479,574,953.48 |
| TexSTAR | 4,444,170.00 | | | |
| Goldman Sachs | 5,611,103.69 | | | |
| Agencies/ Treasuries | - | 10,055,273.69 | | |
| Senior Debt Service Reserve Fund | | | | |
| TexSTAR | 66,427,017.88 | | | |
| Goldman Sachs | 17,612,070.52 | | | |
| Agencies/ Treasuries | - | 84,039,088.40 | | |
| 2010 Senior Lien DSF | | | | |
| Goldman Sachs | 60,470.36 | 60,470.36 | | |
| 2011 Debt Service Acct | | | | |
| Goldman Sachs | 787,079.74 | 787,079.74 | | |
| 2013 Sr Debt Service Acct | | | | |
| Goldman Sachs | 1,753,671.95 | 1,753,671.95 | | |
| 2013 Sub Debt Service Account | | | | |
| Goldman Sachs | 2,904,447.00 | 2,904,447.00 | | |
| 2015 Sr Capitalized Interest | | | | |
| Goldman Sachs | - | 17,761,627.05 | | |
| TexSTAR | 17,761,627.05 | | | |
| 2015B Debt Service Account | | | | |
| Goldman Sachs | 716,801.36 | 716,801.36 | | |
| 2016 Sr Lien Rev Refunding Debt Service Account | | | | |
| Goldman Sachs | 5,314,385.50 | 5,314,385.50 | | |
| 2016 Sub Lien Rev Refunding Debt Service Account | | | | |
| Goldman Sachs | 632,021.40 | 632,021.40 | | |
| 2016 Sub Lien Rev Refunding DSR | | | | |
| Goldman Sachs | 6,973,655.85 | | | |
| Agencies/ Treasuries | - | 6,973,655.85 | | |
| Operating Fund | | | | |
| TexSTAR | 239,592.69 | | | |
| TexSTAR-Trustee | 1,470,417.57 | | | |
| Goldman Sachs | 106,925.14 | 1,816,935.40 | | |
| Revenue Fund | | | | |
| Goldman Sachs | 4,300,273.84 | 4,300,273.84 | | |
| General Fund | | | | |
| TexSTAR | 36,044,189.63 | | | |
| Goldman Sachs | 33,086,543.30 | 89,130,732.93 | | |
| Agencies/ Treasuries | 20,000,000.00 | | | |
| 2013 Sub Debt Service Reserve Fund | | | | |
| TexSTAR | 5,271,287.60 | | | |
| Goldman Sachs | 3,639,283.66 | 8,910,571.26 | | |
| 71E Revenue Fund | | | | |
| Goldman Sachs | 14,684,245.41 | 14,684,245.41 | | |
| MoPac Revenue Fund | | | | |
| Goldman Sachs | 73,563.55 | 73,563.55 | | |
| MoPac General Fund | | | | |
| Goldman Sachs | 13,422,548.78 | 13,422,548.78 | | |
| MoPac Operating Fund | | | | |
| Goldman Sachs | 1,944,763.63 | 1,944,763.63 | | |
| MoPac Loan Repayment Fund | | | | |
| Goldman Sachs | - | 0.00 | | |
| 2015B Project Account | | | | |
| Goldman Sachs | 15,930,924.69 | | | |
| Agencies/ Treasuries | - | | | |
| TexSTAR | 26,288,185.79 | 42,219,110.48 | | |
| 2015 TIFIA Project Account | | | | |
| Goldman Sachs | 26,898,790.67 | | | |
| TexSTAR | 88,218,901.48 | | | |
| Agencies/ Treasuries | - | 115,117,692.15 | | |
| 2011 Sr Financial Assistance Fund | | | | |
| Goldman Sachs | 0.00 | 12,254,390.25 | | |
| TexSTAR | 12,254,390.25 | | | |
| 2018 Sr Lien Project Cap I | | | | |
| Goldman Sachs | 5,724,912.63 | 5,724,912.63 | | |
| 2018 Sr Lien Project Account | | | | |
| Goldman Sachs | 176,576.63 | | | |
| TexSTAR | 33,873,918.07 | 34,050,494.70 | | |
| 2018 Sub Debt Service Account | | | | |
| Goldman Sachs | 338,285.44 | 338,285.44 | | |
| 2019 TIFIA Sub Lien Project Account | | | | |
| Goldman Sachs | 50,830.82 | 50,830.82 | | |
| 45SW Toll Revenue Fund | | | | |
| Goldman Sachs | 0.00 | 0.00 | | |
| 45SW General Fund | | | | |
| Goldman Sachs | 0.00 | 0.00 | | |
| 45SW Operating Fund | | | | |
| Goldman Sachs | 0.00 | 0.00 | | |
| 45SW Project Fund | | | | |
| Goldman Sachs | 0.00 | 0.00 | | |
| 2020 SH 45SW Project Account | | | | |
| Goldman Sachs | 4,119,639.18 | 4,119,639.18 | | |
| | | \$ 479,574,953.48 | | |

CTRMA INVESTMENT REPORT

| Month Ending 2/29/2020 | | | | | | |
|--|-----------------------|--------------------------|-------------------|---------------------|-----------------------|-----------------------|
| Balance 2/1/2020 | Additions | Discount Amortization | Accrued Interest | Withdrawals | Balance 2/29/2020 | Rate February |
| Amount in Trustee TexStar | | | | | | |
| 2011 Sr Lien Financial Assist Fund | 12,239,182.15 | | 15,208.10 | | 12,254,390.25 | 1.5641% |
| 2013 Sub Lien Debt Service Reserve | 5,264,745.79 | | 6,541.81 | | 5,271,287.60 | 1.5641% |
| General Fund | 35,999,457.61 | | 44,732.02 | | 36,044,189.63 | 1.5641% |
| Trustee Operating Fund | 1,569,203.74 | 2,400,000.00 | 1,213.83 | 2,500,000.00 | 1,470,417.57 | 1.5641% |
| Renewal and Replacement | 401,869.54 | | 499.36 | | 402,368.90 | 1.5641% |
| Grant Fund | 4,438,654.63 | | 5,515.37 | | 4,444,170.00 | 1.5641% |
| Senior Lien Debt Service Reserve Fund | 66,344,579.79 | | 82,438.09 | | 66,427,017.88 | 1.5641% |
| 2015A Sr Ln Project Cap Interest | 17,739,584.31 | | 22,042.74 | | 17,761,627.05 | 1.5641% |
| 2015B Sr Ln Project | 26,255,561.31 | | 32,624.48 | | 26,288,185.79 | 1.5641% |
| 2015C TIFIA Project | 88,109,418.96 | | 109,482.52 | | 88,218,901.48 | 1.5641% |
| 2018 Sr Lien Project Account | 35,830,936.14 | | 42,981.93 | 2,000,000.00 | 33,873,918.07 | 1.5641% |
| | 294,193,193.97 | 2,400,000.00 | 363,280.25 | 4,500,000.00 | 292,456,474.22 | |
| Amount in TexStar Operating Fund | | | | | | |
| | 239,187.85 | 2,500,000.00 | 404.84 | 2,500,000.00 | 239,592.69 | 1.5641% |
| Goldman Sachs | | | | | | |
| Operating Fund | 456,021.63 | 2,053,005.41 | 229.17 | 2,402,331.07 | 106,925.14 | 1.5184% |
| 2020 SH 45SW Project Account | 4,216,119.44 | 6,659.98 | 1,749.42 | 104,889.66 | 4,119,639.18 | 1.5184% |
| 45SW Project Fund | 0.00 | | 6,659.98 | 6,659.98 | 0.00 | 1.5184% |
| 45SW Toll Revenue Fund | 0.00 | | 195.09 | 195.09 | 0.00 | 1.5184% |
| 45SW General Fund | 0.00 | 0.00 | 976.65 | 976.65 | 0.00 | 1.5184% |
| 45SW Operating Fund | 0.00 | 0.00 | 301.41 | 301.41 | 0.00 | 1.5184% |
| 2015B Project Account | 15,910,290.90 | | 20,633.79 | | 15,930,924.69 | 1.5184% |
| 2015C TIFIA Project Account | 37,721,020.87 | | 63,188.51 | 10,885,418.71 | 26,898,790.67 | 1.5184% |
| 2011 Sr Financial Assistance Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.5184% |
| 2010 Senior DSF | 60,059.01 | | 411.35 | | 60,470.36 | 1.5184% |
| 2011 Senior Lien Debt Service Acct | 786,060.24 | | 1,019.50 | | 787,079.74 | 1.5184% |
| 2013 Senior Lien Debt Service Acct | 888,448.14 | 864,285.37 | 938.44 | | 1,753,671.95 | 1.5184% |
| 2013 Sub Debt Service Reserve Fund | 3,634,569.73 | | 4,713.93 | | 3,639,283.66 | 1.5184% |
| 2013 Subordinate Debt Service Acct | 1,452,817.02 | 1,450,386.60 | 1,243.38 | | 2,904,447.00 | 1.5184% |
| 2015B Debt Service Acct | 361,329.09 | 355,136.30 | 335.97 | | 716,801.36 | 1.5184% |
| 2016 Sr Lien Rev Refunding Debt Service Account | 3,404,294.24 | 1,906,419.90 | 3,671.36 | | 5,314,385.50 | 1.5184% |
| 2016 Sub Lien Rev Refunding Debt Service Account | 319,477.14 | 312,220.82 | 323.44 | | 632,021.40 | 1.5184% |
| 2016 Sub Lien Rev Refunding DSR | 6,964,622.94 | | 9,032.91 | | 6,973,655.85 | 1.5184% |
| 2018 Sr Lien Project Cap I | 5,717,447.64 | | 7,464.99 | | 5,724,912.63 | 1.5184% |
| 2018 Sr Lien Project Account | 18,513.08 | 3,334,211.15 | 41.63 | 3,176,189.23 | 176,576.63 | 1.5184% |
| 2018 Sub Debt Service Account | 192,528.36 | 145,574.33 | 182.75 | | 338,285.44 | 1.5184% |
| 2019 TIFIA Sub Lien Project Account | 50,764.98 | | 65.84 | | 50,830.82 | 1.5184% |
| Grant Fund | 5,603,835.68 | | 7,268.01 | | 5,611,103.69 | 1.5184% |
| Renewal and Replacement | 15,052.31 | | 19.52 | | 15,071.83 | 1.5184% |
| Revenue Fund | 5,718,136.83 | 10,977,652.62 | 5,179.00 | 12,400,694.61 | 4,300,273.84 | 1.5184% |
| General Fund | 11,211,323.42 | 23,251,929.43 | 13,519.08 | 1,390,228.63 | 33,086,543.30 | 1.5184% |
| Senior Lien Debt Service Reserve Fund | 17,589,258.88 | | 22,811.64 | | 17,612,070.52 | 1.5184% |
| 71E Revenue Fund | 13,939,776.36 | 760,731.28 | 17,328.55 | 33,590.78 | 14,684,245.41 | 1.5184% |
| MoPac Revenue Fund | 83,078.66 | 1,177,445.28 | 1,620.49 | 1,188,580.88 | 73,563.55 | 1.5184% |
| MoPac General Fund | 12,893,087.47 | 988,580.88 | 13,987.13 | 473,106.70 | 13,422,548.78 | 1.5184% |
| MoPac Operating Fund | 1,653,487.87 | 364,703.00 | 2,106.97 | 75,534.21 | 1,944,763.63 | 1.5184% |
| MoPac Loan Repayment Fund | 0.00 | 62,529.29 | 11.62 | 62,540.91 | 0.00 | 1.5184% |
| | 150,861,421.93 | 48,011,471.64 | 0.00 | 207,231.52 | 32,201,238.52 | 166,878,886.57 |
| Amount in Fed Agencies and Treasuries | | | | | | |
| Amortized Principal | 39,982,996.67 | | 17,003.33 | | 20,000,000.00 | 20,000,000.00 |
| | 39,982,996.67 | | 17,003.33 | 0.00 | 20,000,000.00 | 20,000,000.00 |
| Certificates of Deposit | | | | | | |
| Total in Pools | 294,432,381.82 | 4,900,000.00 | | 363,685.09 | 7,000,000.00 | 292,696,066.91 |
| Total in GS FSGF | 150,861,421.93 | 48,011,471.64 | | 207,231.52 | 32,201,238.52 | 166,878,886.57 |
| Total in Fed Agencies and Treasuries | 39,982,996.67 | | 17,003.33 | | 20,000,000.00 | 20,000,000.00 |
| Total Invested | 485,276,800.42 | 52,911,471.64 | 17,003.33 | 570,916.61 | 59,201,238.52 | 479,574,953.48 |

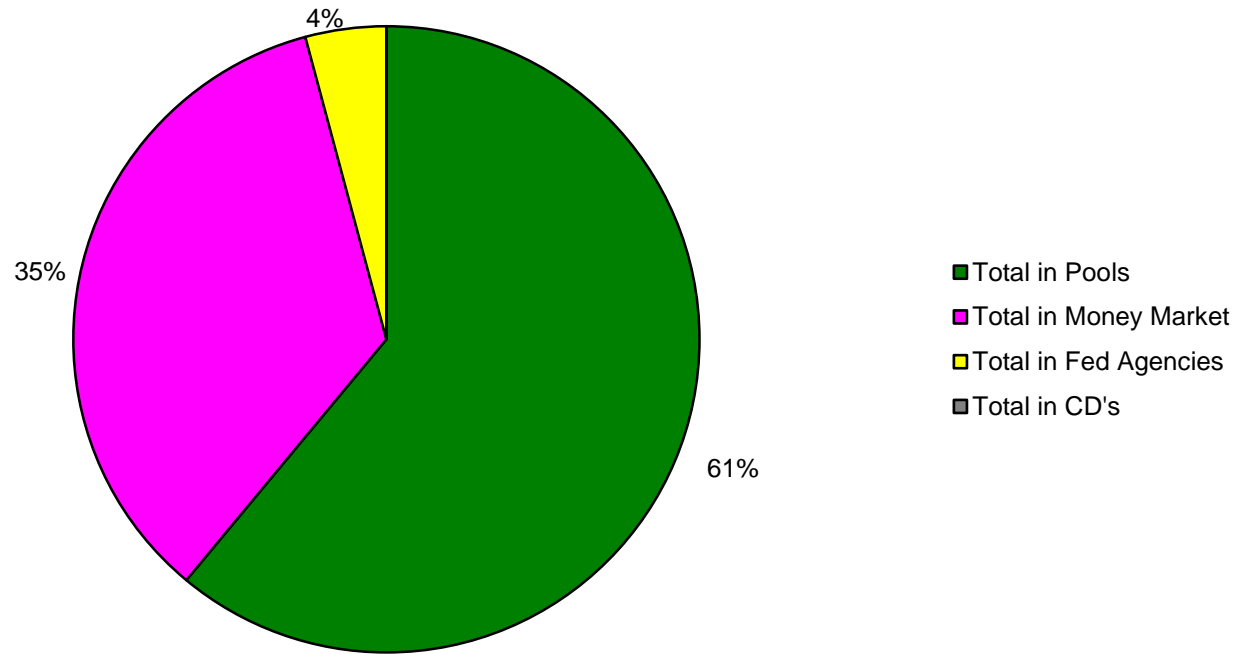
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO

Mary Temple, Controller

2/29/2020

Allocation of Funds



Amount of Investments As of February 29, 2020

| Agency | CUSIP # | COST | Book Value | Market Value | Yield to Maturity | Purchased | Matures | FUND |
|------------|-----------|----------------------|----------------------|----------------------|-------------------|-----------|-----------|--------------|
| Farmer Mac | 31422BDL1 | 20,000,000.00 | 20,000,000.00 | 20,137,748.00 | 2.5995% | 3/11/2019 | 9/25/2020 | General Fund |
| Fannie Mae | 3135G0T29 | MATURED | MATURED | MATURED | 2.5600% | 3/5/2019 | 2/28/2020 | General Fund |
| | | <u>20,000,000.00</u> | <u>20,000,000.00</u> | <u>20,137,748.00</u> | | | | |

| Agency | CUSIP # | COST | Cumulative Amortization | 2/29/2020 | | Interest Income | | |
|------------|-----------|----------------------|-------------------------|----------------------|----------------------|------------------|------------------|------------------|
| | | | | Book Value | Maturity Value | Accrued Interest | Amortization | Interest Earned |
| Farmer Mac | 31422BDL1 | 20,000,000.00 | - | 20,000,000.00 | 20,000,000.00 | 43,333.33 | - | 43,333.33 |
| Fannie Mae | 3135G0T29 | MATURED | MATURED | MATURED | 20,000,000.00 | 25,000.00 | 17,003.33 | 42,003.33 |
| | | <u>20,000,000.00</u> | <u>-</u> | <u>20,000,000.00</u> | <u>40,000,000.00</u> | <u>68,333.33</u> | <u>17,003.33</u> | <u>85,336.66</u> |

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 2/1/2020 | Additions | Interest | Withdrawals | 2/29/2020 |
| Goldman Sachs | 23,756,781.62 | | 30,816.12 | | 23,787,597.74 |

Travis County Escrow Fund - Ross Road

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 2/1/2020 | Additions | Interest | Withdrawals | 2/29/2020 |
| Goldman Sachs | 471,421.28 | | 615.80 | | 472,037.08 |

Berstrom Expressway 183S Escrow Account

| | Balance | | Accrued | | Balance |
|---------------|-----------------|------------------|-----------------|--------------------|------------------|
| | 2/1/2020 | Additions | Interest | Withdrawals | 2/29/2020 |
| Goldman Sachs | - | 206,167.22 | | | 206,167.22 |



183 South Design-Build Project
Contingency Status
 February 29, 2020



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 | |
| | CO#17 Boggy Creek Turnaround | \$2,365,876 | |
| | Others Less than \$300,000 (6) | \$1,263,577 | |
| | CO#10 City of Austin Utility (\$1,010,000 - no cost to RMA) | \$0 | |
| | Executed Change Orders | | \$5,919,997 |
| | Change Orders Under Negotiation | | \$5,980,000 |
| Potential Contractual Obligations | | \$19,060,000 | |

| | |
|------------------------------|---------------------|
| (-) Total Obligations | \$30,959,997 |
|------------------------------|---------------------|

| | |
|--------------------------------------|---------------------|
| Remaining Project Contingency | \$16,900,003 |
|--------------------------------------|---------------------|



MOPAC Misc. Construction
Financial Status
 February 29, 2020



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

| | | |
|--|--|-----------------------|
| Change Orders | | |
| | Total of Others Less than \$300,000 (16 Total) | \$ 747,992 |
| Executed Change Orders | | \$ 747,992 |
| Revised Construction Contract Value | | \$ 5,331,272 |
| Change Orders under Negotiation | | \$ - |
| Potential Construction Contract Value | | \$ 5,331,272 |
| Amount paid McCarthy through February 2020 draw (as of 2/29/2020) | | \$ (5,011,124) |
| Potential Amount Payable to McCarthy | | \$ 320,147 |



290E Ph. III
Contingency Status
 February 29, 2020



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

| | |
|---|---------------------|
| Total Mobility Authority Contingency | \$10,633,758 |
| Total TxDOT Project Contingency | \$15,292,524 |

| | | |
|--------------------|-----------------------------------|-------------|
| Obligations | Others Less than \$300,000 (1) | \$143,530 |
| | Executed Change Orders | \$143,530 |
| | | |
| | Change Orders Under Negotiation | \$283,000 |
| | Potential Contractual Obligations | \$1,860,000 |

| | |
|------------------------------|--------------------|
| (-) Total Obligations | \$2,286,530 |
|------------------------------|--------------------|

| | |
|---|---------------------|
| Remaining Mobility Authority Contingency | \$8,402,569 |
| Remaining TxDOT Contingency | \$15,236,961 |



Monthly Newsletter - February 2020

Performance

As of February 29, 2020

| | |
|---------------------------------------|--------------------|
| Current Invested Balance | \$9,669,676,298.74 |
| Weighted Average Maturity (1) | 30 Days |
| Weighted Average Maturity (2) | 81 Days |
| Net Asset Value | 1.000213 |
| Total Number of Participants | 921 |
| Management Fee on Invested Balance | 0.06%* |
| Interest Distributed | \$12,929,346.44 |
| Management Fee Collected | \$476,400.37 |
| % of Portfolio Invested Beyond 1 Year | 3.78% |
| Standard & Poor's Current Rating | AAAm |

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

February Averages

| | |
|--|---------------------|
| Average Invested Balance | \$10,021,106,258.71 |
| Average Monthly Yield, on a simple basis | 1.5641% |
| Average Weighted Average Maturity (1)* | 32 Days |
| Average Weighted Average Maturity (2)* | 84 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.

New Participants

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

★Town of Pantego

Holiday Reminder

In observance of Good Friday, **TexSTAR will be closed Friday, April 10, 2020**. All ACH transactions initiated on Thursday, April 9th will settle on Monday, April 13th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

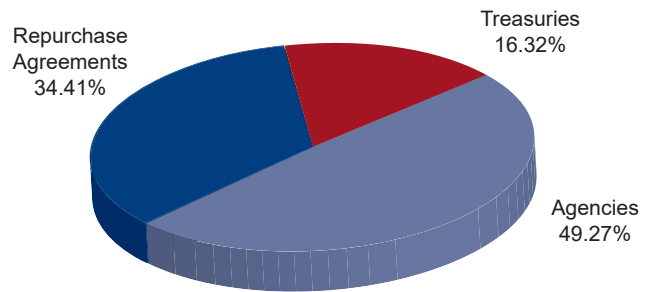
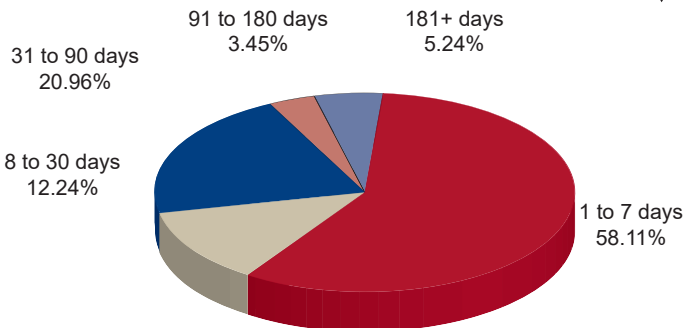
Economic Commentary

The coronavirus (COVID-19) outbreak was at the forefront of investor attention in February. The spread of COVID-19 outside China roiled markets, increasing concerns that the virus could turn into a pandemic, with large economic and public health consequences. Financial market conditions deteriorated as fears of near-term negative effects on global growth, together with the expectation that central banks around the globe would be forced to provide further monetary policy support, sent government bond yields lower throughout the month. Economic data confirmed that the U.S. economy remained on sound footing prior to the outbreak, although data released in February was mixed. On the bright side, low mortgage rates continued to fuel activity in the housing market. Housing starts and permits beat expectations, and home price momentum is still positive. The January employment report revealed a healthy labor market, with solid job gains and workers joining the labor force. Nonfarm payrolls rose by 225,000, well above consensus of 160,000. Milder than normal weather may have boosted these gains somewhat, particularly in weather-sensitive sectors such as construction.

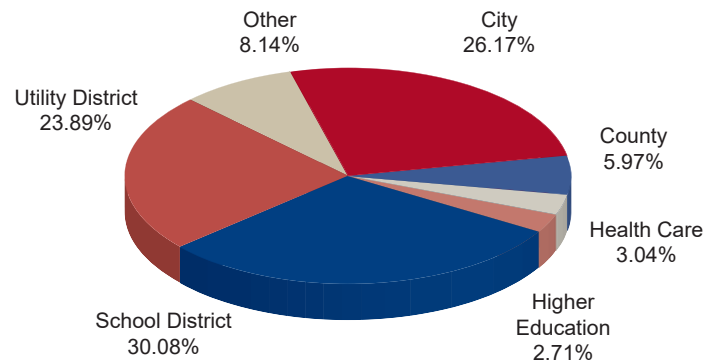
While recent hard macro data indicates that the U.S. economy remains healthy, the survey data suggests downside risks to growth if COVID-19 can't be contained. This prompted the Federal Reserve to cut Fed funds rate by 50 basis points (bps) on March 3, well ahead of its March 18 meeting. Fed Chair Powell said in a brief statement that while the U.S. economy remains strong, "the coronavirus poses evolving risks to economic activity." Treasury bill yields plummeted, with the 3-month Treasury bill yield down -26 bps on the month to end February at 1.28%. Our base case is that the economic disruption from COVID-19 is not a precursor to a U.S. recession and that data and earnings will recover in the second half of the year. Nevertheless, there is much uncertainty around the extent of the impact on supply chains and business confidence, which means market volatility is likely to be high in the near term, increasing the likelihood of further central bank policy intervention. While the Fed acted preemptively in the face of virus-related risks, we expect another rate cut of 25 bps at either the March or April meeting. The Fed will monitor the evolution of the COVID-19 outbreak and its impact on the economy over the coming months. In light of this, bond yields will remain subdued even after we see data start to stabilize and uncertainty to fall given the number of additional rate cuts market participant are anticipating.

Information at a Glance

Portfolio by Type of Investment As of February 29, 2020



Portfolio by Maturity As of February 29, 2020



Distribution of Participants by Type As of February 29, 2020

Historical Program Information

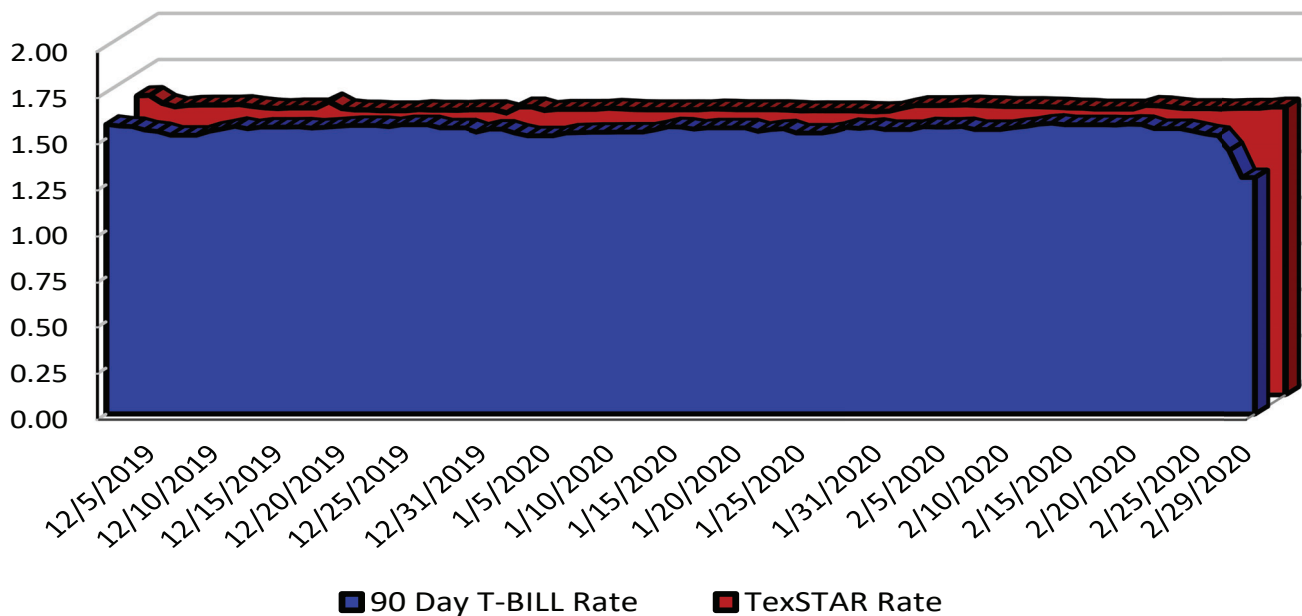
| Month | Average Rate | Book Value | Market Value | Net Asset Value | WAM (1)* | WAM (2)* | Number of Participants |
|--------|--------------|--------------------|--------------------|-----------------|----------|----------|------------------------|
| Feb 20 | 1.5641% | \$9,669,676,298.74 | \$9,671,875,580.06 | 1.000213 | 32 | 84 | 921 |
| Jan 20 | 1.5514% | 9,728,196,391.64 | 9,728,681,551.87 | 1.000027 | 33 | 96 | 920 |
| Dec 19 | 1.5643% | 8,550,355,101.35 | 8,550,086,726.49 | 0.999959 | 36 | 110 | 918 |
| Nov 19 | 1.6177% | 8,004,510,359.61 | 8,003,923,189.55 | 0.999918 | 30 | 109 | 917 |
| Oct 19 | 1.8510% | 8,148,867,422.02 | 8,148,521,034.89 | 0.999957 | 24 | 109 | 915 |
| Sep 19 | 2.1065% | 7,801,760,097.32 | 7,801,464,171.79 | 0.999962 | 22 | 113 | 912 |
| Aug 19 | 2.1258% | 8,162,241,291.21 | 8,162,120,700.72 | 0.999955 | 22 | 104 | 909 |
| Jul 19 | 2.3883% | 8,182,604,967.44 | 8,182,476,436.15 | 0.999984 | 13 | 92 | 908 |
| 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 |

Portfolio Asset Summary as of February 29, 2020

| | Book Value | Market Value |
|--------------------------------------|----------------------------|----------------------------|
| Uninvested Balance | \$ 1,895,090.30 | \$ 1,895,090.30 |
| Accrual of Interest Income | 7,337,845.50 | 7,337,845.50 |
| Interest and Management Fees Payable | (12,987,939.69) | (12,987,939.69) |
| Payable for Investment Purchased | 0.00 | 0.00 |
| Repurchase Agreements | 3,328,541,999.67 | 3,328,541,999.67 |
| Government Securities | 6,344,889,302.96 | 6,347,088,584.28 |
| Total | \$ 9,669,676,298.74 | \$ 9,671,875,580.06 |

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 February 2020

| Date | Mny Mkt Fund Equiv. [SEC Std.] | Daily Allocation Factor | TexSTAR Invested Balance | Market Value Per Share | WAM Days (1)* | WAM Days (2)* |
|-----------|--------------------------------|-------------------------|--------------------------|------------------------|---------------|---------------|
| 2/1/2020 | 1.5736% | 0.000043112 | \$9,728,196,391.64 | 1.000027 | 32 | 89 |
| 2/2/2020 | 1.5736% | 0.000043112 | \$9,728,196,391.64 | 1.000027 | 32 | 89 |
| 2/3/2020 | 1.5750% | 0.000043152 | \$9,873,165,007.27 | 1.000035 | 31 | 87 |
| 2/4/2020 | 1.5769% | 0.000043202 | \$9,898,959,001.31 | 1.000032 | 30 | 87 |
| 2/5/2020 | 1.5737% | 0.000043114 | \$10,067,935,353.91 | 1.000026 | 31 | 86 |
| 2/6/2020 | 1.5722% | 0.000043075 | \$10,124,047,627.91 | 1.000028 | 31 | 86 |
| 2/7/2020 | 1.5685% | 0.000042972 | \$10,113,620,748.07 | 1.000035 | 30 | 84 |
| 2/8/2020 | 1.5685% | 0.000042972 | \$10,113,620,748.07 | 1.000035 | 30 | 84 |
| 2/9/2020 | 1.5685% | 0.000042972 | \$10,113,620,748.07 | 1.000035 | 30 | 84 |
| 2/10/2020 | 1.5665% | 0.000042919 | \$10,165,646,789.41 | 1.000038 | 31 | 83 |
| 2/11/2020 | 1.5646% | 0.000042867 | \$10,336,791,827.49 | 1.000028 | 32 | 82 |
| 2/12/2020 | 1.5605% | 0.000042753 | \$10,528,699,168.61 | 1.000029 | 34 | 82 |
| 2/13/2020 | 1.5597% | 0.000042731 | \$10,360,215,283.35 | 1.000025 | 35 | 85 |
| 2/14/2020 | 1.5546% | 0.000042593 | \$10,137,636,924.45 | 1.000034 | 34 | 84 |
| 2/15/2020 | 1.5546% | 0.000042593 | \$10,137,636,924.45 | 1.000034 | 34 | 84 |
| 2/16/2020 | 1.5546% | 0.000042593 | \$10,137,636,924.45 | 1.000034 | 34 | 84 |
| 2/17/2020 | 1.5546% | 0.000042593 | \$10,137,636,924.45 | 1.000034 | 34 | 84 |
| 2/18/2020 | 1.5748% | 0.000043144 | \$10,097,645,293.00 | 1.000037 | 34 | 85 |
| 2/19/2020 | 1.5721% | 0.000043070 | \$10,101,972,696.73 | 1.000031 | 34 | 85 |
| 2/20/2020 | 1.5643% | 0.000042857 | \$9,995,215,591.31 | 1.000043 | 34 | 85 |
| 2/21/2020 | 1.5574% | 0.000042668 | \$9,969,054,123.85 | 1.000050 | 32 | 83 |
| 2/22/2020 | 1.5574% | 0.000042668 | \$9,969,054,123.85 | 1.000050 | 32 | 83 |
| 2/23/2020 | 1.5574% | 0.000042668 | \$9,969,054,123.85 | 1.000050 | 32 | 83 |
| 2/24/2020 | 1.5540% | 0.000042575 | \$9,887,571,898.95 | 1.000068 | 32 | 83 |
| 2/25/2020 | 1.5568% | 0.000042652 | \$9,883,371,237.42 | 1.000078 | 32 | 83 |
| 2/26/2020 | 1.5577% | 0.000042677 | \$9,863,509,092.54 | 1.000097 | 31 | 82 |
| 2/27/2020 | 1.5575% | 0.000042671 | \$9,833,017,939.14 | 1.000123 | 31 | 82 |
| 2/28/2020 | 1.5643% | 0.000042858 | \$9,669,676,298.74 | 1.000213 | 30 | 81 |
| 2/29/2020 | 1.5643% | 0.000042858 | \$9,669,676,298.74 | 1.000213 | 30 | 81 |
| Average | 1.5641% | 0.000042851 | \$10,021,106,258.71 | | 32 | 84 |



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 | DFW Airport/Non-Participant | Advisory Board |
| Sandra Newby | Tarrant Regional Water District/Non-Participant | Advisory Board |
| Ron Whitehead | Qualified Non-Participant | Advisory Board |



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This resolution was repealed by Resolution No. 20-043 dated July 29, 2020

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

RESOLUTION NO. 20-018

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (I) SENIOR LIEN REVENUE REFUNDING BONDS AND (II) SUBORDINATE LIEN REVENUE REFUNDING BONDS (COLLECTIVELY, THE "2020 OBLIGATIONS"), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, ONE OR MORE SENIOR LIEN SUPPLEMENTAL TRUST INDENTURES AND ONE OR MORE SUBORDINATE LIEN SUPPLEMENTAL TRUST INDENTURES; APPOINTING AN AUTHORIZED OFFICER TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE 2020 OBLIGATIONS AND THE FORM OF EACH OF THE 2020 OBLIGATIONS; APPROVING AND AUTHORIZING THE TERMS AND CONDITIONS OF ONE OR MORE PURCHASE CONTRACTS PERTAINING TO THE 2020 OBLIGATIONS AND THE EXECUTION AND DELIVERY OF SUCH PURCHASE CONTRACTS; APPROVING THE PREPARATION OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS AND OFFICIAL STATEMENTS IN CONNECTION WITH THE OFFERING AND SALE OF THE 2020 OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT;

WHEREAS, the Central Texas Regional Mobility Authority (the "Authority") has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code (the "Act"), for the purposes of constructing, maintaining and operating transportation projects, including turnpike projects, in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing and

refinancing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the “Master Indenture”), between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (the “Trustee”), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”), as supplemented by that certain (i) First Supplemental Trust Indenture (the “First Supplement”), Second Supplemental Trust Indenture (the “Second Supplement”), and Third Supplemental Trust Indenture (the “Third Supplement”), each between the Authority and the Trustee and dated as of February 1, 2005; (ii) Fourth Supplemental Trust Indenture (the “Fourth Supplement”), between the Authority and the Trustee and dated as of May 1, 2009; (iii) Fifth Supplemental Trust Indenture (the “Fifth Supplement”) and Sixth Supplemental Trust Indenture (the “Sixth Supplement”), each between the Authority and the Trustee and dated as of March 1, 2010; (iv) Seventh Supplemental Trust Indenture (the “Seventh Supplement”), between the Authority and the Trustee and dated as of August 1, 2010; (v) Eighth Supplemental Trust Indenture (the “Eighth Supplement”) and the Ninth Supplemental Trust Indenture (the “Ninth Supplement”), each between the Authority and the Trustee and dated as of June 1, 2011; (vi) Tenth Supplemental Trust Indenture (the “Tenth Supplement”) and Eleventh Supplemental Trust Indenture (the “Eleventh Supplement”), each between the Authority and the Trustee and dated as of May 1, 2013; (vii) Twelfth Supplemental Trust Indenture (the “Twelfth Supplement”), Thirteenth Supplemental Trust Indenture (the “Thirteenth Supplement”), Fourteenth Supplemental Trust Indenture (the “Fourteenth Supplement”) and Fifteenth Supplemental Trust Indenture (the “Fifteenth Supplement”), each between the Authority and the Trustee and dated as of November 1, 2015; (viii) Sixteenth Supplemental Trust Indenture (the “Sixteenth Supplement”), between the Authority and the Trustee and dated as of June 1, 2016; (ix) Seventeenth Supplemental Trust Indenture (the “Seventeenth Supplement”) between the Authority and the Trustee and dated as of August 1, 2016; (x) Eighteenth Supplemental Trust Indenture (the “Eighteenth Supplement”) and Nineteenth Supplemental Trust Indenture (the “Nineteenth Supplement”), between the Authority and the Trustee and dated as of November 1, 2018; (xi) Twentieth Supplemental Trust Indenture (the “Twentieth Supplement”), between the Authority and the Trustee and dated as of March 1, 2019; and (xii) Twenty-First Supplemental Trust Indenture (the “Twenty-First Supplement”), between the Authority and the Trustee and dated as of January 1, 2020 (the Master Indenture, as supplemented by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, the Twelfth Supplement, the Thirteenth Supplement, the Fourteenth Supplement, the Fifteenth Supplement, the Sixteenth Supplement, the Seventeenth Supplement, the Eighteenth Supplement, the Nineteenth Supplement, the Twentieth Supplement and the Twenty-First Supplement is referred to herein as the “Indenture”); and

WHEREAS, Sections 301, 302, 706, 708 and 1002 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Senior Lien Obligations and Additional Subordinate Lien

Obligations, and to include in such supplemental indentures the terms of such Additional Senior Lien Obligations and Additional Subordinate Lien Obligations, respectively, and any other matters and things relative to the issuance of such Obligations that are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act, Chapter 1371, Texas Government Code, as amended, and Chapter 1207, Texas Government Code, as amended, the Board of Directors (the "Board") of the Authority has determined to issue (1) one or more series of Additional Senior Lien Obligations (the "2020 Senior Lien Obligations"), pursuant to the Master Indenture and one or more Senior Lien Supplemental Trust Indentures (each, a "Senior Lien Supplement" and, collectively, the "Senior Lien Supplements") for the purposes specified herein and (2) one or more series of Additional Subordinate Lien Obligations (the "2020 Subordinate Lien Obligations" and, together with the 2020 Senior Lien Obligations, the "2020 Obligations") pursuant to the Master Indenture and one or more Subordinate Lien Supplemental Trust Indentures (each a "Subordinate Lien Supplement" and, collectively, the "Subordinate Lien Supplements," and, together with any Senior Lien Supplements, the "2020 Supplements"), each 2020 Supplement being dated as of the date specified in one or more Award Certificates (as hereinafter defined), between the Trustee and the Authority, for the purposes specified herein, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board has determined to refund and redeem, (i) with a portion of the proceeds of the 2020 Senior Lien Obligations, all or a portion of the Authority's Outstanding Senior Lien Revenue Refunding Bonds, Series 2013A (the "2013A Refunded Bonds"), and all or a portion of the Authority's Outstanding Senior Lien Revenue and Refunding Put Bonds, Series 2015B (the "2015B Refunded Bonds"); and (ii) with a portion of the proceeds of the 2020 Subordinate Lien Obligations, all or a portion of the Authority's Subordinate Lien Revenue Refunding Bonds, Series 2013 (the "2013 Subordinate Lien Refunded Bonds"); and

WHEREAS, the Board has been presented with and examined proposed forms of a Senior Lien Supplement, a Subordinate Lien Supplement and an escrow agreement and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to issue the 2020 Obligations and to authorize the execution and delivery of one or more of each such documents as provided herein; and

WHEREAS, the Board now desires to appoint one or more officers of the Authority to act on behalf of the Authority to determine the final terms and conditions of the 2020 Obligations, as provided herein, and to make such determinations and findings as may be required by the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, and to carry out the purposes of this Resolution and execute one or more Award Certificates setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2020 Obligations; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Senior Lien Supplements providing for the issuance of and setting forth the terms and provisions relating to the 2020 Senior Lien Obligations and the pledge and security therefor; and

WHEREAS, the 2020 Senior Lien Obligations shall be issued as Additional Senior Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and one or more Senior Lien Supplements; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Subordinate Lien Supplements providing for the issuance of and setting forth the terms and provisions relating to the 2020 Subordinate Lien Obligations, and the pledge and security therefore; and

WHEREAS, the 2020 Subordinate Lien Obligations shall be issued as Additional Subordinate Lien Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and one or more Subordinate Lien Supplements; and

WHEREAS, the Board desires to approve, ratify and confirm the preparation and distribution of one or more preliminary official statements and one or more official statements relating to the offering and sale of the 2020 Obligations; and

WHEREAS, the Board desires to provide for the issuance of the 2020 Obligations in accordance with the requirements of the Master Indenture and the Senior Lien Supplements and the Subordinate Lien Supplements, as applicable, and to authorize the execution and delivery of the 2020 Obligations and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Purchase Contracts (the "Purchase Contracts" or "Purchase Contract" as applicable), between the Authority and the underwriters named therein relating to the 2020 Obligations, as determined by the Authorized Officer (as hereinafter defined) in an Award Certificate relating thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture, the Senior Lien Supplement and the Subordinate Lien Supplement, as applicable.

(a) The Board has found and determined that the 2020 Obligations may be issued in part as one or more series of Additional Senior Lien Obligations and in part as one or more series

of Additional Subordinate Lien Obligations, as designated by the Authorized Officer in one or more Award Certificates (the “Award Certificates” or “Award Certificate,” as applicable), and as Long-Term Obligations.

(b) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(c) The Board hereby finds and determines that the issuance of the 2020 Obligations is in the best interest of the Authority.

ARTICLE II

ISSUANCE OF 2020 SENIOR LIEN OBLIGATIONS; APPROVAL OF DOCUMENTS

Section 2.1. Issuance, Execution and Delivery of 2020 Senior Lien Obligations; Approval of Senior Lien Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2020 Senior Lien Obligations in accordance with the terms of this Resolution, the Master Indenture and one or more Senior Lien Supplements, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Senior Lien Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute each such Senior Lien Supplement and the Secretary of the Board is hereby authorized to attest the signature of the Authorized Officer. Each Senior Lien Supplement shall have such supplement number as shall be deemed appropriate by the Authorized Officer.

Section 2.2. The Issuance of the 2020 Senior Lien Obligations. The issuance, execution and delivery of the 2020 Senior Lien Obligations, which shall be issued in the aggregate principal amounts, in one or more series of Additional Senior Lien Obligations and bearing interest in accordance with the terms of the applicable Senior Lien Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to provide funds to (i) refund all or a portion of the 2013A Refunded Bonds, (ii) refund all or a portion of the 2015B Refunded Bonds, (iii) make any necessary deposits to a reserve fund, and (iv) pay the costs of issuance for the 2020 Senior Lien Obligations, all pursuant to and in accordance with the Master Indenture and the applicable Senior Lien Supplement, are hereby authorized and approved.

ARTICLE III

ISSUANCE OF 2020 SUBORDINATE LIEN OBLIGATIONS; APPROVAL OF DOCUMENTS

Section 3.1. Issuance, Execution and Delivery of 2020 Subordinate Lien Obligations; Approval of Subordinate Lien Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2020 Subordinate Lien Obligations in accordance with the terms of this

Resolution, the Master Indenture and one or more Subordinate Lien Supplements, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Subordinate Lien Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute each such Subordinate Lien Supplement and the Secretary of the Board is hereby authorized to attest the signature of the Authorized Officer. Each Subordinate Lien Supplement shall have such supplement number as shall be deemed appropriate by the Authorized Officer.

Section 3.2. The Issuance of the 2020 Subordinate Lien Obligations. The issuance, execution and delivery of the 2020 Subordinate Lien Obligations, which shall be issued in the aggregate principal amounts, in one or more series of Additional Subordinate Lien Obligations and bearing interest in accordance with the terms of the applicable Subordinate Lien Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to provide funds to (i) refund all or a portion of the 2013 Subordinate Lien Refunded Bonds, (ii) make any necessary deposits to a reserve fund, and (iii) pay the costs of issuance for the 2020 Subordinate Lien Obligations, all pursuant to and in accordance with the Master Indenture and the applicable Subordinate Lien Supplement, are hereby authorized and approved.

ARTICLE IV

APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

Section 4.1. Appointment of Authorized Officer. The Board hereby appoints the Chairman of the Board, the Executive Director and the Chief Financial Officer, severally and each of them, to act as an authorized officer (the "Authorized Officer") on behalf of the Board and to perform all acts authorized and required of an Authorized Officer set forth in this Resolution and each Senior Lien Supplement and Subordinate Lien Supplement. The Authorized Officer is hereby authorized and directed to execute one or more Award Certificates setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to each Senior Lien Supplement and Subordinate Lien Supplement.

Section 4.2. Delegation of Authority. The Board hereby authorizes and directs that the Authorized Officer act on behalf of the Authority to determine the final terms and conditions of the 2020 Obligations, the supplement number and dated date for each Senior Lien Supplement and Subordinate Lien Supplement, the dated dates for the 2020 Obligations, the method of sale for the 2020 Obligations, the prices at which the 2020 Obligations will be sold, any different or additional designation or title of each series of the 2020 Obligations, the principal amounts and maturity dates therefor, the per annum interest rates for the 2020 Obligations, the aggregate principal amount of 2020 Obligations to be issued as Senior Lien Obligations, the aggregate principal amount of 2020 Obligations to be issued as Subordinate Lien Obligations, the respective aggregate principal amounts of each series of 2020 Senior Lien Obligations and each series of 2020 Subordinate Lien Obligations, the redemption provisions, dates and prices for the 2020 Obligations, the final forms of the 2020 Obligations, the determination of whether each respective series of 2020 Senior Lien Obligations and each respective series of 2020 Subordinate Lien Obligations will be issued as

taxable bonds or tax-exempt bonds and such other terms and provisions that shall be applicable to the 2020 Obligations, to select the 2013A Refunded Bonds, 2015B Refunded Bonds and 2013 Subordinate Lien Refunded Bonds to be refunded, to designate one or more escrow agents in connection therewith, to approve the form and substance of an escrow agreement in connection therewith, to designate the underwriters of the 2020 Obligations to approve the form and substance of one or more Purchase Contracts providing for the sale of the 2020 Obligations, to authorize and approve the form of one or more preliminary official statements and one or more final official statements and to make such findings and determinations as are otherwise authorized herein or as may be required by each Senior Lien Supplement and Subordinate Lien Supplement to carry out the purposes of this Resolution and to execute one or more Award Certificates setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2020 Obligations; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the 2020 Senior Lien Obligations to be issued shall not exceed \$220,000,000; and
- (ii) the aggregate principal amount of the 2020 Subordinate Lien Obligations to be issued shall not exceed \$120,000,000; and
- (iii) each series of 2020 Obligations shall not bear interest at a true interest rate greater than 5.00%; and
- (iv) each series of 2020 Obligations shall mature not later than January 1, 2045; and
- (v) the refunding of the 2013A Refunded Bonds shall result in a net present value savings of not less than 5.00% of the principal amount of the 2013A Refunded Bonds being refunded; and
- (vi) the refunding of the 2013 Subordinate Lien Refunded Bonds shall result in a net present value savings of not less than 5.00% of the principal amount of the 2013 Subordinate Lien Refunded Bonds being refunded.

all based on bond market conditions and available rates for the 2020 Obligations on the date of sale of the 2020 Obligations and on the terms, conditions and provisions negotiated by the Authority for the issuance, sale and delivery of 2020 Obligations.

(b) The 2020 Senior Lien Obligations may be issued as one or more series of 2020 Senior Lien Obligations and the 2020 Subordinate Lien Obligations may be issued as one or more series of 2020 Subordinate Lien Obligations, all as specified in the Award Certificates.

Section 4.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article IV of this Resolution shall expire at 5:00 p.m. Central Time on March 15, 2021, unless otherwise extended by the Board by separate Resolution. Any 2020 Obligations, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on March 15, 2021, may be delivered to the initial purchaser(s) thereof after such date.

ARTICLE V

APPROVAL OF SALE OF 2020 OBLIGATIONS

Section 5.1. Approval of Sale of 2020 Obligations. The sale of the 2020 Obligations in one or more series, in the aggregate principal amounts, bearing interest at the rates and at the prices set forth in one or more Purchase Contracts between the Authority and the underwriters named therein, all as determined by the Authorized Officer on the date of sale of the 2020 Obligations, is hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver such Purchase Contracts on behalf of the Authority providing for the sale of the 2020 Obligations in such form as determined by the Authorized Officer, to be dated as of the date of its execution and delivery by the Authority and the underwriters named therein. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of such Purchase Contracts and to approve and to execute and deliver such Purchase Contracts on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

Section 5.2. Sale on Best Terms Available. The 2020 Obligations shall be sold at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Officer on the date of sale of each series of the 2020 Obligations. The Authorized Officer is hereby authorized and directed to make such findings and determinations in the Award Certificates regarding the terms of the sale of the 2020 Obligations and the benefit of such sale to the Authority.

ARTICLE VI

APPROVAL OF ESCROW AGREEMENT; NOTICE OF REDEMPTION

Section 6.1. Approval of Escrow Agreement. To provide for the security and investment of a portion of the proceeds of the 2020 Obligations until such time as such proceeds are to be paid to the registered owners of the 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds, respectively, the Authority hereby approves the form and substance of an escrow deposit agreement, substantially in the form of the Escrow Agreement (the "Escrow Agreement"), between the Authority and Regions Bank, as escrow agent (the "Escrow Agent"), dated as of the date set forth in an Award Certificate, a draft of which was presented to the Board and its counsel, the form, terms and provisions of such Escrow Agreement being hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver one or more Escrow Agreements, as determined by the Authorized Officer, in the name and on behalf of the Authority, with such changes therein as the Authorized Officer may approve, such approval to be conclusively evidenced by such Authorized Officer's execution thereof.

Section 6.2. Notice of Redemption to Owners of Refunded Bonds. The Board hereby authorizes and calls for the redemption of the 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds, respectively, to be refunded on the dates and at the prices determined by the Authorized Officer and set forth in an Award Certificate. The Authorized Officer shall cause notice of redemption to be given to the registered owners of such 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds,

respectively, in accordance with the Master Indenture and the supplemental trust indenture to which such 2013A Refunded Bonds, 2015B Refunded Bonds and the 2013 Subordinate Lien Refunded Bonds, respectively, were issued.

ARTICLE VII

APPROVAL OF OFFICIAL STATEMENT

Section 7.1. Approval of Official Statement. The Authorized Officer is hereby authorized and directed to authorize and approve the form and substance of one or more Preliminary Official Statements prepared in connection with the public offering of the 2020 Obligations, together with any addenda, supplement or amendment thereto (the “Preliminary Official Statement”), and the preparation, use and distribution of such Preliminary Official Statements in the marketing of the 2020 Obligations. The Authorized Officer is authorized to “deem final” each Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, one or more final official statements and any addenda, supplement or amendment thereto (the “Official Statement”). The use thereof in the public offering and sale of the 2020 Obligations is hereby authorized and approved. The Chairman of the Board is hereby authorized and directed to execute and the Authorized Officer to deliver each Official Statement in accordance with the terms of the Purchase Contracts. The Secretary of the Board is hereby authorized and directed to include and maintain copies of each Preliminary Official Statement and each Official Statement in the permanent records of the Authority.

ARTICLE VIII

USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

Section 8.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the 2020 Obligations shall be used for the respective purposes set forth in and in accordance with the terms and provisions of the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, and the related Award Certificates. The deposit and application of the proceeds from the sale of the 2020 Obligations shall be set forth in Letters of Instruction of the Authority executed by the Authorized Officer.

Section 8.2. Execution and Delivery of Other Documents. The Authorized Officer is hereby authorized and directed to execute and deliver from time to time and on an ongoing basis such other documents and agreements, including amendments, modifications, supplements or consents to existing agreements (including any agreements with the Texas Department of Transportation and the United States Department of Transportation), assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with

the requirements of the Indenture, any Senior Lien Supplement, any Subordinate Lien Supplement, the Award Certificates and the Purchase Contracts.

Section 8.3. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Officer is hereby authorized to make or approve such revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the 2020 Obligations in accordance with the terms of the Master Indenture and any Senior Lien Supplement, any Subordinate Lien Supplement as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

ARTICLE IX

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 9.1. Approval of Submission to the Attorney General of Texas. The Authority's Bond Counsel is hereby authorized and directed to submit to the Attorney General, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the 2020 Obligations as required by law, and to the Comptroller of Public Accounts of the State of Texas for registration. In connection with the submission of the records of proceedings for the 2020 Obligations to the Attorney General of the State of Texas for examination and approval of such 2020 Obligations, the Authorized Officer is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The initial 2020 Obligations shall be delivered to the Trustee for delivery to the underwriters thereof against payment therefor and upon satisfaction of the requirements of the Indenture, the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, and the Purchase Contracts relating thereto.

Section 9.2. Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the 2020 Obligations and for all other Authority activities.

Section 9.3. Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Officer, the Controller and the Authority's staff in connection with the issuance of the 2020 Obligations are hereby approved, ratified and confirmed.

Section 9.4. Authority to Invest Funds. The Executive Director, the Chief Financial Officer and the Controller are each hereby severally authorized on an ongoing basis to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Indenture and the related Senior Lien Supplement and Subordinate Lien Supplement, as applicable, with respect to the investment of proceeds of the 2020 Obligations and other funds of the Authority.

Section 9.5. Federal Tax Considerations. In addition to any other authority provided under this Resolution, each Authorized Officer is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for each series of 2020 Obligations whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. Each Authorized Officer is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

ARTICLE X

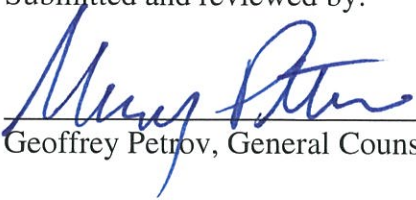
GENERAL PROVISIONS

Section 10.1. Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and either of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the 2020 Obligations herein authorized.

Section 10.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

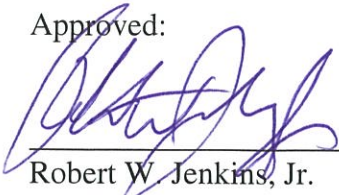
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Signature Page to Resolution

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

RESOLUTION NO. 20-019

**APPROVING AN AGREEMENT WITH HILLTOP SECURITIES
FOR FINANCIAL ADVISORY SERVICES**

WHEREAS, the Mobility Authority desires to obtain financial advisory services to advise the Mobility Authority on financial matters; and

WHEREAS, following a procurement conducted by the Executive Director, the Board of Directors, by Resolution No. 20-010 dated February 26, 2020, took the following actions: (i) approved the selection of Hilltop Securities to provide financial advisory services to the Mobility Authority, (ii) authorized the Executive Director to negotiate a financial services agreement with Hilltop Securities, and (iii) directed the Executive Director to present the proposed contract to the Board for its approval; and


WHEREAS, the Executive Director and Hilltop Securities have negotiated an agreement for financial advisory services; and

WHEREAS, the Executive Director recommends approving an agreement with Hilltop Securities for financial advisory services in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement with Hilltop Securities for financial advisory services and authorizes the Executive Director to execute the proposed agreement 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 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrow, General Counsel

Approved:



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

Exhibit A

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
FINANCIAL ADVISORY SERVICES**

THIS AGREEMENT for Financial Advisory Services (the "Agreement") is made and entered into by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the "Mobility Authority", and Hilltop Securities Inc., hereinafter referred to as the "Financial Advisor", effective as of the date executed by the Mobility Authority as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Mobility Authority will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Mobility Authority desires to retain an independent financial advisor; and

WHEREAS, the Mobility Authority desires to obtain the professional services of the Financial Advisor to advise the Mobility Authority regarding financial issues affecting the Mobility Authority and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Mobility Authority (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the Mobility Authority issued a request for proposals ("RFP") to solicit proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the RFP submitted by Financial Advisor, the Mobility Authority Board of Directors selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its services as financial advisor for the Mobility Authority, subject to the terms of this Agreement.

NOW, THEREFORE, the Mobility Authority and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

**SECTION I
DESCRIPTION OF SERVICES**

Upon the request of an authorized representative of the Mobility Authority, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Mobility Authority agrees to pay to the Financial

Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Mobility Authority, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Mobility Authority to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service. In the event revenues of existing or projected facilities operated by the Mobility Authority are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the Mobility Authority, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Mobility Authority's staff and consulting engineers or other experts, if any, employed by the Mobility Authority.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the Mobility Authority recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Mobility Authority. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Mobility Authority, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Mobility Authority of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

B. Debt Management and Financial Implementation. At the direction of the Mobility Authority, the Financial Advisor shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a) If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

(1) Supervise the sale of Debt Instruments;

(2) Assist the Mobility Authority in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(3) Advise the Mobility Authority regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b) If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

(1) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Mobility Authority's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

(2) Provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(3) Advise the Mobility Authority as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Mobility Authority for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the Mobility Authority with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. When directed by the Mobility Authority, coordinate the preparation of such information as may be appropriate for submission to a rating agency, or agencies. In those cases where the advisability of personal presentation of information to a rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the Mobility Authority as may be finally approved or directed by the Mobility Authority.

4. Trustee, Paying Agent, Registrar. Upon request, advise the Mobility Authority in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming

sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Mobility Authority, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the Mobility Authority, make arrangements for such services.

8. Mobility Authority Meetings. When requested, attend meetings of the Mobility Authority board of directors, its committees, staff meetings, and other meetings pertaining to the business of the Mobility Authority.

9. Printing. To the extent authorized by the Mobility Authority, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Legal Counsel. Coordinate with general counsel and bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of Debt Instruments provided that the Financial Advisor shall not authorize or direct any legal counsel to undertake any work without approval of the Mobility Authority.

11. Changes in Laws. Provide to the Mobility Authority copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to the Mobility Authority.

12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the Mobility Authority, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Mobility Authority in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule: Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Mobility Authority a schedule of annual debt service requirements for the Debt Instruments and in coordination with bond counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to the Mobility Authority the following services, when so requested by the Mobility Authority and subject to the agreement by the Mobility Authority and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial

Advisor, if any, for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
2. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Mobility Authority.
3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Mobility Authority.
4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Mobility Authority, bond counsel, auditors and other experts and consultants retained by the Mobility Authority and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.
5. SEC Rule Compliance. Advise and assist the Mobility Authority in complying with and preparing continuing disclosure of financial information and operating data pursuant to all Securities and Exchange Commission (“SEC”) rules.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Mobility Authority as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect for five (5) years therefrom. The term of this Agreement may be extended for two (2) additional years pursuant to the agreement of the parties and approval of the extension by the Mobility Authority’s Board of Directors.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the Financial Advisor or the Mobility Authority upon the giving of at least thirty (30) days' prior written notice to the Financial Advisor of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the undisputed amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the Mobility Authority and the

Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

Hilltop Securities, Inc.
1201 Elm Street
Suite 3500
Dallas, Texas 75270

SECTION VI COVENANTS OF THE PARTIES

1. Covenants of Mobility Authority. Upon reasonable request from Financial Advisor, the Mobility Authority will provide or cause to be provided to Financial Advisor information relating to the Mobility Authority relating to matters necessary for Financial Advisor to perform its duties hereunder. The Mobility Authority acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the Mobility Authority, provided that Financial Advisor shall review and assess the accuracy of such information and shall not be entitled to rely on information that is not within the scope of Financial Advisor's expertise and which Financial Advisor knows, or has reason to know, is inaccurate or requires further investigation.

2. Covenants of Financial Advisor. Financial Advisor covenants as follows:

- a) Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.
- b) All information provided to Financial Advisor by the Mobility Authority shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information which the Mobility Authority has identified as confidential or proprietary or which Financial Advisor otherwise has constructive or actual knowledge is confidential or proprietary. Financial Advisor shall obtain confidentiality agreements, reasonably acceptable to the Mobility Authority, from all subcontractors, agents, or consultants providing services to the Mobility Authority in connection with this Agreement.
- c) Financial Advisor will promptly notify the Mobility Authority of (1) any material adverse change in Financial Advisor's financial condition, business, or operations, (ii) any regulatory proceeding, investigation, inquiry, or action, including without limitation those initiated by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, or any other federal, state, or local regulatory authority, to the extent such regulatory actions are known to Financial Advisor and such disclosure of any proceeding, investigation, inquiry or action is material and allowed by law and (iii) any claim asserted against Financial Advisor in which an adverse decision could have a material adverse effect, including, without limitation,

Financial Advisor's financial condition, business operations, or commercial standing and reputation.

- d) Financial Advisor will furnish to the Mobility Authority (i) any information that the Mobility Authority may from time to time reasonably request concerning the Financial Advisor's compliance with any covenant, provision or condition of this Agreement or any matter in connection with the Financial Advisor's business and operations which the Mobility Authority has a reasonable basis for believing will have a material adverse impact on the ability of Financial Advisor to perform its duties pursuant to this Agreement, and (ii) all evidence that the Mobility Authority may from time to time request as to the continuing accuracy and validity of, or compliance with, all representations, warranties, and covenants made by Financial Advisor in this Agreement, and the satisfaction of all conditions contained herein.
- e) Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the Mobility Authority; that it owes a fiduciary obligation to the Mobility Authority; that the Mobility Authority will be relying on the superior expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the Mobility Authority's best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party. Financial Advisor shall advise the Mobility Authority of any potential conflict of interest prior to performing any work or accepting any engagement which would result in such a conflict, and Financial Advisor shall notify the Mobility Authority immediately upon discovering or becoming aware that any previously performed (since the date of this Agreement), existing, or ongoing work may create or result in, a conflict of interest. Specifically, and without limiting the foregoing, Financial Advisor shall advise the Mobility Authority of work that Financial Advisor is performing for the Texas Department of Transportation ("TxDOT"), or of any contractual relationship Financial Advisor has with TxDOT, at such time that the Mobility Authority is considering or negotiating potential financial transactions involving loans, grants, or credit guarantees from TxDOT. If the Mobility Authority, in its sole judgment, determines that an actual or potential conflict of interest could adversely affect the performance or delivery of the financial advisory services to be provided by Financial Advisor, the Mobility Authority may terminate this Agreement upon written notice to Financial Advisor as provided for in Section IV. Upon such termination, any indemnification obligations resulting from or related to acts, occurrences, or admissions prior to termination shall survive. Nothing in this section or in any other provision of this Agreement shall be construed as a waiver of the Mobility Authority's right to seek damages or other redress as a result of, or related to, any actual or potential conflict of interest. For purposes of this Agreement, the phrase "conflict of interest" means a situation in which the business or economic interest of a Financial Advisor client other than the Mobility Authority is opposed to, inconsistent with, or would suggest a course of action contrary to, the best

interests of the Mobility Authority.

- f) Upon request by the Mobility Authority, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.
- g) FINANCIAL ADVISOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSON WHOMSOEVER, ARISING FROM FINANCIAL ADVISOR'S WRONGFUL ACTS OR NEGLIGENCE IN THE PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, PROVIDED THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE NOT ATTRIBUTABLE SOLELY TO THE MOBILITY AUTHORITY'S WRONGFUL ACTS OR NEGLIGENCE. IN THE EVENT THAT SUCH CLAIMS, COSTS, OR LIABILITIES ARE ATTRIBUTABLE IN PART TO THE MOBILITY AUTHORITY'S NEGLIGENCE AND IN PART TO THE WRONGFUL ACTS OR NEGLIGENCE OF FINANCIAL ADVISOR, FINANCIAL ADVISOR'S INDEMNIFICATION PROVIDED UNDER THIS SECTION VI SHALL BE LIMITED TO THE PERCENTAGE OF FAULT FAIRLY ATTRIBUTABLE TO FINANCIAL ADVISOR. FINANCIAL ADVISOR'S INDEMNIFICATION UNDER THIS SECTION VI SHALL INCLUDE ANY AND ALL EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS, OR LIABILITIES.

SECTION VII MISCELLANEOUS

1. Choice of Law, Venue. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Mobility Authority and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. The Mobility Authority and the Financial Advisor intend that the Financial Advisor relationship to the Mobility Authority and the relationship of each director, officer, employee, or agent of Financial Advisor shall be that of an independent contractor. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Mobility Authority and Financial Advisor or their respective successors or assigns. Neither Financial Advisor nor any of its directors, officer, employees or agents of Financial Advisor shall ever be considered to be an employee of the Mobility Authority.

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

Hilltop Securities, Inc.
Attn: Richard Ramirez
2700 Via Fortuna, Suite 2700
Austin, Texas 78247

Mobility Authority:

Central Texas Regional Mobility Authority
Attn: Bill Chapman, CFO
3300 N. IH-35, Suite 300
Austin, Texas 78705

5. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Mike Heiligenstein
Executive Director

Date: _____

HILLTOP SECURITIES, INC.

By: _____
Richard Ramirez
Regional Managing Director

Date: _____

APPENDIX A

The Financial Advisor will be paid a \$216,000.00 annual retainer, payable monthly in equal monthly installments of \$18,000.00 each, and payable on the 15th of each month thereafter while this Agreement is in effect. Unless agreed to otherwise by the Mobility Authority, upon closing of a debt issuance, 50% of any monthly retainer amounts paid to the Financial Advisor during the previous 120 days shall be deducted from the transaction fees.

The transaction fees due the Financial Advisor will not exceed those contained in our fee schedule as listed below.

| | | |
|---------------------------------|--------------------------------------|-----------------------------------|
| First \$5.00 per \$ 1,000 up to | \$5,000,000 or a total of \$25,000 | for \$5,000,000 Debt Instruments |
| Plus \$4.00 per \$1,000 next | \$15,000,000 or a total of \$85,000 | for \$20,000,000 Debt Instruments |
| Plus \$3.00 per \$1,000 next | \$20,000,000 or a total of \$145,000 | for \$40,000,000 Debt Instruments |
| Plus \$2.00 per \$1,000 next | \$10,000,000 or a total of \$165,000 | for \$50,000,000 Debt Instruments |
| Plus \$1.00 per \$1,000 next | \$25,000,000 or a total of \$190,000 | for \$75,000,000 Debt Instruments |
| Plus \$0.75 per \$1,000 over | \$75,000,000 Debt Instruments | |

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Mobility Authority.

The payment of transaction fees for financial advisory services described in Section I of this Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between the Financial Advisor and the Mobility Authority, which agreement must be entered into prior to the rendition of services for which payment is requested.

The Mobility Authority shall be responsible for the following expenses, if and when applicable, whether they are charged to the Mobility Authority directly as expenses or charged to the Mobility Authority by the Financial Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee

Travel expenses for authorized travel
Underwriter and underwriter's counsel
Miscellaneous, including copy, delivery, and phone charges

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

RESOLUTION NO. 20-020

**APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH RS&H, INC.
FOR CONSTRUCTION INSPECTION SERVICES FOR
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 15-060, dated September 30, 2015, the Board of Directors awarded a professional services contract to RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project in an amount not to exceed \$18,000,000; and

WHEREAS, the original contract with RS&H, Inc. contemplated construction inspection services to be provided through November 30, 2019; and

WHEREAS, the Mobility Authority requires construction inspection services through the completion of the 183 South (Bergstrom Expressway) Project which is currently expected to be substantially completed in late 2020; and

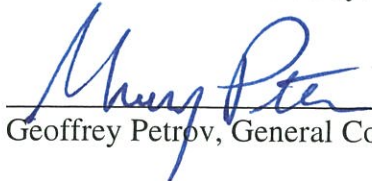
WHEREAS, the Executive Director and RS&H Inc. have negotiated Amendment No. 1 to increase the contract value by \$3,600,000 for a total amount not to exceed of \$21,600,000 to extend the construction inspection services for the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Executive Director recommends approving Amendment No. 1 to the contract with RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 1 to the contract with RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project to increase the contract value by \$3,600,000 for a total amount not to exceed of \$21,600,000, and authorizes the Executive Director to finalize and execute proposed Amendment No. 1 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 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

**First Amendment To
Agreement for Construction Inspection Services
Between
Central Texas Regional Mobility Authority
and
RS&H, Inc.**

This First Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and RS&H, Inc., (“Engineer”) effective December 15, 2015 is made effective March 25, 2020 and is for the purpose of amending Article 2, Subsection A of the Agreement.

The Mobility Authority and Engineer hereby agree that Article 2, Subsection A of the Agreement is amended to read in its entirety as follows:

**ARTICLE 2
COMPENSATION**

Compensation for the Engineer’s Services and other aspects of the mutual obligations concerning the Engineer’s Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Engineer and reimbursable expenses) may not exceed \$21,600,000.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

RS&H, INC.

By: _____
Mike Heiligenstein
Executive Director

By: _____

Name: _____

Title: _____

RS&H, Inc.
Construction Inspection Services
CTRMA - 183 South
Backup to Amendment No. 1

Current Contract Value \$ 18,000,000.00
Proposed Amendment No. 1 \$ 3,600,000.00

Previous Work Authorizations:

| | |
|------------------------|----------|
| \$ 1,138,086.00 | WA1 |
| \$ 14,861,860.00 | WA2 |
| <u>\$ 2,000,015.49</u> | SWA(WA2) |
| \$ 17,999,961.49 | |

Proposed Work Authorization:

\$ 3,599,432.21

Amendment #1 Value \$ 21,599,393.70

CTRMA: 183 S Construction Inspection Services
 Prime Consultant: RS&H, Inc.
 Range of Labor Rates

RANGE OF LABOR RATES

| | 2015 | | | Average Rates | | | | | |
|------------------------------------|----------|-----------|----------|---------------|-----------|-----------|-----------|-----------|-----------|
| | Low | High | Avg | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| Project Officer | \$ 77.62 | \$ 111.83 | \$ 94.73 | \$ 97.57 | \$ 100.49 | \$ 103.51 | \$ 106.61 | \$ 109.81 | \$ 113.11 |
| Project Manager | \$ 69.75 | \$ 84.56 | \$ 77.16 | \$ 79.47 | \$ 81.85 | \$ 84.31 | \$ 86.84 | \$ 89.44 | \$ 92.13 |
| Record Keeper/ Auditor | \$ 38.00 | \$ 39.52 | \$ 38.76 | \$ 39.92 | \$ 41.12 | \$ 42.35 | \$ 43.62 | \$ 44.93 | \$ 46.28 |
| Administrative Assistant II | \$ 14.58 | \$ 19.50 | \$ 17.04 | \$ 17.55 | \$ 18.08 | \$ 18.62 | \$ 19.18 | \$ 19.75 | \$ 20.35 |
| Chief Inspector | \$ 42.00 | \$ 43.50 | \$ 42.75 | \$ 44.03 | \$ 45.35 | \$ 46.71 | \$ 48.12 | \$ 49.56 | \$ 51.05 |
| Senior Inspector | \$ 33.50 | \$ 41.50 | \$ 37.50 | \$ 38.63 | \$ 39.78 | \$ 40.98 | \$ 42.21 | \$ 43.47 | \$ 44.78 |
| Inspector | \$ 25.00 | \$ 33.50 | \$ 29.25 | \$ 30.13 | \$ 31.03 | \$ 31.96 | \$ 32.92 | \$ 33.91 | \$ 34.93 |

Notes:

- 1.) An average rate was USED for each position in development of the fee schedule
- 2.) A 3% annual rate increase was assessed for each positon.

RS&H, Inc.
Cost Proposal to Provide Construction Inspection Services
CTRMA - 183 South Amendment No. 1

Work Authorization No. 3 (2020)

Labor Summary

| | |
|-----------------|---------------------|
| RS&H \$ | 2,380,470 |
| K Friese \$ | 617,005 |
| Gsylva \$ | 353,407 |
| TOTAL \$ | 3,350,882.21 |

Direct Expenses

| | |
|-----------------|----------------|
| RS&H \$ | 177,450 |
| K Friese \$ | 47,400 |
| Gsylva \$ | 23,700 |
| TOTAL \$ | 248,550 |

Maximum Not to Exceed \$ 3,599,432

CTRMA: 183 S Construction Inspection Services
 Prime Consultant: RS&H, Inc.
 LABOR ESTIMATE: Amendment #1; WA#3

| Oversight Staff | | 2020 | | | | | | | | | | 2021 | | | Reg Hours (165 Hrs/MO) | OT Hours (25%) | Total Hours | Avg. Rate | OH | Profit | Multiplier | Burdened Hourly Rate | Total Labor | | | |
|---|-----|-------------|------|------|------|------|------|------|------|------|------|------|------|------|------------------------------|-------------------|----------------|--------------|-------|----------|------------|-------------------------|-------------|-----------|---------------|-----------------------------|
| | | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | | | | | | | | | | | | | | |
| TASK 1 -Construction Inspection Services | | FIRM | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Management | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Manager | RSH | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 0.05 | 91 | | 91 | \$ 86.84 | 1.74 | 0.12 | 3.06 | \$ 266.07 | \$ 24,146.05 | |
| Administrative Assistant | RSH | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 0.10 | 182 | | 182 | \$ 19.18 | 1.74 | 0.12 | 3.06 | \$ 58.76 | \$ 10,665.51 | |
| Field Inspection | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Roadway | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Roadway Lead | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1568 | 392 | 1,959 | \$ 48.96 | 1.26 | 0.12 | 2.53 | \$ 124.10 | \$ 243,153.62 | |
| Sr. Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1733 | 433 | 2,166 | \$ 37.00 | 1.26 | 0.12 | 2.53 | \$ 93.78 | \$ 203,098.51 | |
| Sr. Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1733 | 433 | 2,166 | \$ 36.78 | 1.26 | 0.12 | 2.53 | \$ 93.23 | \$ 201,890.90 | |
| Sr. Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1733 | 433 | 2,166 | \$ 34.10 | 1.26 | 0.12 | 2.53 | \$ 86.43 | \$ 187,179.98 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.25 | | | | | 1444 | 361 | 1,805 | \$ 19.50 | 1.26 | 0.12 | 2.53 | \$ 49.43 | \$ 89,198.67 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | 1568 | 392 | 1,959 | \$ 27.00 | 1.26 | 0.12 | 2.53 | \$ 68.44 | \$ 134,092.07 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | 1403 | 351 | 1,753 | \$ 29.01 | 1.26 | 0.12 | 2.53 | \$ 73.53 | \$ 128,908.74 | |
| Sr. Inspector | KFA | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 37.22 | 1.33 | 0.12 | 2.60 | \$ 96.94 | \$ 149,950.28 | |
| Sr. Inspector | KFA | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 39.32 | 1.33 | 0.12 | 2.60 | \$ 102.41 | \$ 158,410.67 | |
| Sr. Inspector | KFA | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 41.00 | 1.33 | 0.12 | 2.60 | \$ 106.78 | \$ 165,178.98 | |
| Sr. Inspector | GS | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 40.00 | 1.45 | 0.12 | 2.74 | \$ 109.76 | \$ 169,785.00 | |
| Structural | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Structures Lead | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1403 | 351 | 1,753 | \$ 48.96 | 1.26 | 0.12 | 2.53 | \$ 124.10 | \$ 217,558.50 | |
| Sr. Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | 1568 | 392 | 1,959 | \$ 39.16 | 1.26 | 0.12 | 2.53 | \$ 99.26 | \$ 194,483.16 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | 1403 | 351 | 1,753 | \$ 38.50 | 1.26 | 0.12 | 2.53 | \$ 97.58 | \$ 171,078.48 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | 1403 | 351 | 1,753 | \$ 27.00 | 1.26 | 0.12 | 2.53 | \$ 68.44 | \$ 119,977.11 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 30.00 | 1.26 | 0.12 | 2.53 | \$ 76.04 | \$ 117,624.62 | |
| Inspector | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 30.00 | 1.26 | 0.12 | 2.53 | \$ 76.04 | \$ 117,624.62 | |
| Sr. Inspector | KFA | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 35.54 | 1.33 | 0.12 | 2.61 | \$ 92.75 | \$ 143,465.21 | |
| Sr. Inspector | GS | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | | 1238 | 309 | 1,547 | \$ 43.26 | 1.45 | 0.12 | 2.74 | \$ 118.71 | \$ 183,622.48 | |
| Traffic Control and Misc. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Control Lead | RSH | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | | | | 1485 | 371 | 1,856 | \$ 46.71 | 1.26 | 0.12 | 2.53 | \$ 118.40 | \$ 219,789.04 | |
| FTE (Full Time Equivalent) | | | 10 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 12 | 7 | | | | | | | | | | | | | | TOTAL Labor \$ 3,350,882.21 |

| TOTAL FIELD FTE BY FIRM | | | | | | | | | | | | | | | | |
|-------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|---|----|----|-----|-----|
| | 2020 | | | | | | | | | | 2021 | | | MO | Max | SUM |
| | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | | | | | |
| RSH | 7 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 12 | 7 | 3 | 11 | 14 | 127 | |
| KFA | 2 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 0 | 0 | 0 | 11 | 4 | 30 | |
| GS | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 11 | 2 | 15 | |

| TOTAL LABOR BY FIRM | | | % | DBE |
|---------------------|----|--------------|-----|-----|
| RSH | \$ | 2,380,469.61 | 71% | |
| KFA | \$ | 617,005.13 | 18% | 18% |
| GS | \$ | 353,407.48 | 11% | 11% |
| | \$ | 3,350,882.21 | | 29% |

CTRMA: 183 S Construction Inspection Services
 Prime Consultant: RS&H, Inc.
 DIRECT EXPENSES: Amendment No. 1

DIRECT EXPENSES: Work Authorization 3

| RS&H | Unit | No. | Unit Cost | Total |
|--------------------|-------------|------------|------------------|---------------|
| Inspector Vehicles | Per Month | 127 | \$1,400.00 | \$ 177,450.00 |
| Subtotal | | | | \$ 177,450.00 |

| K Friese | Unit | No. | Unit Cost | Total |
|------------------------------|-------------|------------|------------------|--------------|
| Inspector Vehicles | Per Month | 30 | \$1,400.00 | \$ 42,000.00 |
| Cell Phone | Per Month | 30 | \$90.00 | \$ 2,700.00 |
| Tablet / Laptop Data Package | Per Month | 30 | \$90.00 | \$ 2,700.00 |
| Subtotal | | | | \$ 47,400.00 |

| G SYLVA | Unit | No. | Unit Cost | Total |
|------------------------------|-------------|------------|------------------|--------------|
| Inspector Vehicles | Per Month | 15 | \$1,400.00 | \$ 21,000.00 |
| Cell Phone | Per Month | 15 | \$90.00 | \$ 1,350.00 |
| Tablet / Laptop Data Package | Per Month | 15 | \$90.00 | \$ 1,350.00 |
| Subtotal | | | | \$ 23,700.00 |

Total Direct Expenses \$ 248,550.00

Contract

CONTRACT FOR CONSTRUCTION INSPECTION SERVICES

THIS CONTRACT FOR CONSTRUCTION INSPECTION SERVICES (the "Contract") is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the "Mobility Authority,") and RS&H, Inc., having its principal business address at 10748 Deerwood Park Blvd. South, Jacksonville, FL 32256 (the "Engineer").

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as construction inspection services, and more specifically described in Article I (the "Services"); and,

WHEREAS, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov't Code Sec. 2254.001, et. seq.), and the Mobility Authority's Policy Code regarding the procurement of professional services, the Mobility Authority has selected the Engineer to provide the needed services; and

WHEREAS, the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Mobility Authority and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES

The Engineer will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the "Services"). All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

ARTICLE 2 COMPENSATION

Compensation for the Engineer's Services and other aspects of the mutual obligations concerning the Engineer's Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Engineer and reimbursable expenses) may not exceed \$18,000,000.

B. Basis for Compensation. Subject to the terms of a Work Authorization issued pursuant to Article 4 below (including any maximum amount to be paid as stated therein), the Mobility Authority agrees to pay, and the Engineer agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times (1.0 + \text{Profit (\%)})$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) or otherwise approved overhead rate pursuant to this subsection 2.B; and Profit (%) reflects a twelve percent (12%) profit. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the effective date of this Agreement is reflected in Attachment A. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and are subject to the written approval of the Executive Director or his designee. No increase shall be made to the specified profit percentage. The first adjustment to the auditable overhead rate shall be considered no earlier than one year after the execution of this contract. All adjustments shall be agreed to in writing by the Mobility Authority prior to implementation, and the Mobility Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a sub consultant of the Engineer does not have a Far 31 overhead rate, they may submit, for Mobility Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subsection 2.I. During the term of this Agreement the Engineer shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the Engineer.

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

C. Limitations on Rates Utilized. The Engineer represents that at all times, subject to the limitations on timing and approval in subsection 2.A, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the work; that the Direct Labor Costs shall not exceed the ranges reflected in Attachment A and shall be based on actual salary amounts for the individuals performing the work.

D. Reimbursable Expenses. As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the Engineer to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the Engineer's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general

photocopying, computer hardware/software and service charges, and similar costs. To the extent not otherwise included in the Engineer's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by Engineer or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the Engineer to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the Engineer intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the Engineer to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was actually incurred.

E. Subcontractors. For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Mobility Authority under this Contract. The Engineer may engage a subcontractor to provide services, and the Mobility Authority will reimburse the Engineer for the Engineer's cost of engaging the subcontractor for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the Engineer a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the amount of time spent performing the task. The Engineer may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the Engineer in an

amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

F. Non-compensable Time. Time spent by the Engineer's personnel or subcontractors in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Mobility Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

G. Invoices and Records. The Engineer shall submit its monthly invoices certifying the fees charged and any reimbursable expenses for Services provided during the previous month, and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Mobility Authority, with the Engineer provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

H. Effect of Payments. No payment by the Mobility Authority shall relieve the Engineer of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

I. Time and place of payment. Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of**

the monthly invoice. The Engineer reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.

J. Taxes. All payments to be made by the Mobility Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the Engineer takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

ARTICLE 3 PAYMENT REQUIREMENTS

A. Monthly Invoices. The Engineer shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice submittal shall include the original and one copy in a form acceptable to the Mobility Authority. The Engineer is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

B. Form of Invoices. The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The invoice shall be substantially in a form provided or approved by the Mobility Authority.

C. DBE Forms. The Engineer will be responsible for completing and including with each invoice all TxDOT required DBE reporting forms included in Exhibits E, and F of Attachment B - Work Authorization(s).

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of the Engineer's invoice in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) pending verification of satisfactory work performed; or (3) if required reports (including third-party verifications, if any) are not received.

F. Invoice and Progress Report Submittal Process. The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) A progress report shall be submitted to Mobility Authority at least once each calendar month;
- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC Manager (as defined below) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC Manager, or the Mobility Authority and/or GEC Manager will return it to the Engineer for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

G. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until any pending litigation has been completely and fully resolved and the Mobility authority approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, 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 the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 4 WORK AUTHORIZATIONS

A. Use. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full

description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subsection C below ; and (6) DBE Requirements. The Engineer is not to include additional Contract terms and conditions in the Work Authorization.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment A; (3) a work plan that includes a list of the work to be performed; and (4) a maximum cost (not-to-exceed) amount or unit or lump sum cost and the total cost or price of the Work Authorization.

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Mobility Authority. While it is the Mobility Authority's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Mobility Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Mobility Authority of any event that will affect completion of the Work Authorization in accordance with the terms thereof.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C. Supplemental Work Authorizations, if required, must be executed by both parties within the period of performance specified in the Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Mobility Authority.

(1) **Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

(2) **Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Mobility Authority's approval. The Mobility Authority shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the

Engineer, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

(3) Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a Supplemental Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit the deliverables as specified in the executed Work Authorization to the Mobility Authority for review and acceptance.

ARTICLE 5 SCHEDULE

A. Progress meetings. As required and detailed in the Work Authorizations, the Engineer shall from time to time during the progress of the work confer with the Mobility Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Mobility Authority in order to evaluate features of the work.

B. Conferences. At the request of the Mobility Authority or the Engineer and as required and detailed in the Work Authorizations, conferences shall be provided at the Engineer's office, the office of the Mobility Authority, or at other locations designated by the Mobility Authority. These conferences shall also include evaluation of the Engineer's Services and work when requested by the Mobility Authority.

C. Reports. The Engineer shall promptly advise the Mobility Authority in writing of events that have a significant impact upon the progress of a Work Authorization, including:

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Mobility Authority or federal assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

D. Corrective Action. Should the Mobility Authority determine that the progress of work does not satisfy the milestone schedule set forth in a Work Authorization, the Mobility Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

E. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained

therein, the Engineer shall promptly notify the Mobility Authority and shall follow the procedure set forth in the Work Authorization. The Mobility Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

ARTICLE 6 SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the Engineer followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

B. Reinstatement. A Work Authorization may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Mobility Authority to resume the work. Both parties may waive the sixty (60) day notice in writing.

C. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Mobility Authority to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 7 CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Mobility Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Mobility Authority, provided the work is reflected in a Supplemental Work Authorization.

B. Work Does Not Comply with Contract. If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Mobility Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Contract or Work Authorization(s) that are necessary to correct errors or omissions appearing therein, when required to do so by the Mobility Authority. No additional compensation shall be paid for this work.

ARTICLE 8 OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other

documents created or collected under the terms of this Contract are the property of the Mobility Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Mobility Authority shall be delivered to the Mobility Authority upon request by the Mobility Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to express written permission by the Mobility Authority.

C. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this Contract except to its subproviders as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for any portion of the design plan created by the Mobility Authority.

ARTICLE 9 PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, the Public Information Act, in the release of information produced under this Contract.

B. Confidentiality. The Engineer shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Mobility Authority.

ARTICLE 10 PERSONNEL, EQUIPMENT AND MATERIAL

A. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Mobility Authority.

B. Removal of Contractor Employee. All employees of the Engineer assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Mobility Authority may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Mobility Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The Engineer must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel is removed from association with this Contract, giving the reason for removal.

D. Mobility Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subcontractors under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Mobility Authority when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first.

ARTICLE 11 SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract, or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Mobility Authority. Request for approval should include a written description of the proposed services, and, using rates established in Attachment A, a proposed price.

B. DBE Compliance. The Engineer's subcontracting program shall comply with the requirements of Exhibits E, and F of Attachment B - Work Authorization(s).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subcontractors in accordance with the terms of the subcontract.

D. Engineer Responsibilities. No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subcontractor or other third party performing work for or on behalf of the Engineer.

E. Invoice Approval and Processing. All subcontractors shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

**ARTICLE 12
INSPECTION OF WORK**

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U. S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subcontractor under this Article, the Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

**ARTICLE 13
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Mobility Authority before a final report is issued. The Mobility Authority's comments on the Engineer's preliminary report must be addressed in the final report.

**ARTICLE 14
VIOLATION OF CONTRACT TERMS**

A. Increased Costs. Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the Contract, and any increased or additional cost incurred by the Mobility Authority arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

B. Remedies. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

C. Excusable Delays. Except with respect to defaults of subcontractors, the Engineer shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**ARTICLE 15
TERMINATION**

A. Termination. The Contract may be terminated by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Mobility Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 22, Gratuities, or Exhibit E to Attachment B, DBE Requirements;
- (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;
- (4) by the Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or
- (5) by satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Mobility Authority terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Mobility Authority shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Mobility Authority terminate this Contract under paragraph A (3) or (4) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days and only as necessary to terminate the work in progress.

C. Value of Completed Work. If the Engineer defaults in the performance of this Contract or if the Mobility Authority terminates this Contract for fault on the part of the Engineer, the Mobility Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Mobility Authority; (4) the cost to the Mobility Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Mobility Authority of the work performed.

D. Calculation of Payments. The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish

responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 17.

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Mobility Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Mobility Authority for any additional cost to the Mobility Authority.

ARTICLE 16 COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 17 INDEMNIFICATION

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE MOBILITY AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 18 ROLE OF GENERAL ENGINEERING CONSULTANT

The Mobility Authority will utilize a General Engineering Consultant (“GEC”) to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC’s directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the Engineer may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the Engineer can present its case. The Mobility Authority’s decision in the matter will be final. In no case will the Engineer go directly to the Mobility Authority with a dispute unless the Engineer believes that the GEC is violating, or is directing the Engineer to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

ARTICLE 19 ENGINEER’S RESPONSIBILITY

A. Accuracy. The Engineer shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from errors and/or omissions will be determined by the Mobility Authority. The Engineer shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the project has been completed. In the event that the Mobility Authority discovers a possible error or omission, the Mobility Authority shall notify the Engineer and seek to involve the Engineer in determining the most effective solution with respect to time and cost, provided that the Mobility Authority shall ultimately determine the solution that is chosen.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Mobility Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the Engineer, in writing, of the possibility that a Mobility Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 20 NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 21 INSURANCE

The Engineer and all subcontractors shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Contract and shall maintain such insurance through the Contract period. The Engineer shall provide proof of insurance (and the Professional Liability Insurance discussed herein) in a form reasonably acceptable by the Mobility Authority. The Engineer certifies that it has and will maintain insurance coverages as follows:

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance. If coverages are specified separately, they must be at least these amounts:

| | |
|-----------------|---|
| Bodily Injury | \$1,000,000 each occurrence |
| Property Damage | \$1,000,000 each occurrence \$2,000,000 for aggregates |

Manufacturers' or Contractor Liability Insurance is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

B. Professional Liability Insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or

omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier.

C. Workers Compensation. Engineer shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than \$1,000,000.

D. Automobile Liability Insurance. Engineer shall provide and maintain automobile liability insurance coverage in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

E. Subcontractor Insurance Coverage Election. If a subcontractor selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in this Article 21, Engineer may provide to the Mobility Authority an explanation of coverages that a subcontractor does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subcontractor, and an acknowledgement that the Engineer remains liable for the work performed under the contract, including that performed by the subcontractor. The Mobility Authority may, in its sole discretion, elect to accept the insurance coverage obtained by the subcontractor in lieu of the coverage required by this Article 21.

ARTICLE 22 GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that the director, employee or agent of the Mobility Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

B. Liability. Any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Contract may not make any offer of benefits, gifts or favors to Mobility Authority employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Contract.

**ARTICLE 23
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The Engineer agrees to comply with the DBE requirements and reporting guidelines set forth in Exhibits E, and F of Attachment B - Work Authorization(s). The DBE Goal established for this project is 10%. The Engineer also agrees to comply with the DBE subcontracting plan that was included in the response that the Engineer submitted to the Mobility Authority's Request for Qualifications.

**ARTICLE 24
CIVIL RIGHTS COMPLIANCE**

A. Compliance with Regulations. The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Mobility Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Contract, the Mobility Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Engineer under the Contract until the Engineer complies; and/or
- (2) cancellation, termination, or suspension of the Contract, in whole or in part.

**ARTICLE 25
PATENT RIGHTS**

The Mobility Authority and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

**ARTICLE 26
DISPUTES**

The Engineer shall be responsible for resolving all contractual and administrative issues that arise from any purchase or contract made by the Engineer in support of the Services required by this Contract.

**ARTICLE 27
ASSIGNMENT**

The Engineer shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Mobility Authority.

**ARTICLE 28
SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 29
PRIOR CONTRACTS SUPERSEDED**

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 30
CONFLICT OF INTEREST**

The undersigned Engineer represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Mobility Authority shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

**ARTICLE 31
ENTIRETY OF AGREEMENT**

This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

**ARTICLE 32
SIGNATORY WARRANTY**

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete Mobility Authority authorization to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

**ARTICLE 33
NOTICES**

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Engineer:

Keith Jackson, P.E., Vice President
RS&H, Inc.
8140 North Mo Pac Expressway
Building 2, Suite 100
Austin, TX 78759
Email:keith.jackson@rsandh.com

In the case of the Mobility Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: mstein@ctrma.org

with a copy to:

Justin Word
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: jword@mobilityauthority.com

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

ARTICLE 34 BUSINESS DAYS AND DAYS

For purposes of this Contract, “business days” shall mean any day the Mobility Authority is open for business and “days” shall mean calendar days.

ARTICLE 35 INCORPORATION OF PROVISIONS

Attachments A through C are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 36 PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Mobility Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

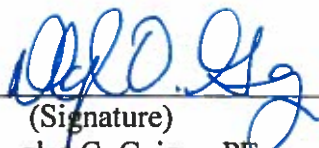
- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract.
- E. The Request for Qualifications
- F. The Engineer’s Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 36, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

IN WITNESS WHEREOF, the Mobility Authority and the Engineer have executed this Contract in duplicate.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**



 (Signature)
 Douglas G. Geiger, PE

 (Printed Name)
 Sr. Vice President

 (Title)
 December 9, 2015

 (Date)



 (Signature)
 Mike Heiligenstein

 Executive Director

 12-15-15

 (Date)

Attachments and Exhibits to Contract for Construction Inspection Services

| Attachments | Title |
|--------------------|---------------------------------|
| A | Rate Schedule |
| B | Work Authorization |
| C | Supplemental Work Authorization |

ATTACHMENT A

RATE SCHEDULE

RANGE OF LABOR RATES

| | 2015 | | | | | | 2016 | 2017 | 2018 | 2019 | 2020 |
|-----------------------------|----------|-----------|----------|----------|-----------|-----------|-----------|-----------|------|------|------|
| | Low | High | Avg | | | | | | | | |
| Project Officer | \$ 77.62 | \$ 111.83 | \$ 94.73 | \$ 97.57 | \$ 100.49 | \$ 103.51 | \$ 106.61 | \$ 109.81 | | | |
| Project Manager | \$ 69.75 | \$ 84.56 | \$ 77.16 | \$ 79.47 | \$ 81.85 | \$ 84.31 | \$ 86.84 | \$ 89.44 | | | |
| Record Keeper/ Auditor | \$ 38.00 | \$ 39.52 | \$ 38.76 | \$ 39.92 | \$ 41.12 | \$ 42.35 | \$ 43.62 | \$ 44.93 | | | |
| Administrative Assistant II | \$ 14.58 | \$ 19.50 | \$ 17.04 | \$ 17.55 | \$ 18.08 | \$ 18.62 | \$ 19.18 | \$ 19.75 | | | |
| Chief Inspector | \$ 42.00 | \$ 43.50 | \$ 42.75 | \$ 44.03 | \$ 45.35 | \$ 46.71 | \$ 48.12 | \$ 49.56 | | | |
| Senior Inspector | \$ 33.50 | \$ 41.50 | \$ 37.50 | \$ 38.63 | \$ 39.78 | \$ 40.98 | \$ 42.21 | \$ 43.47 | | | |
| Inspector | \$ 25.00 | \$ 33.50 | \$ 29.25 | \$ 30.13 | \$ 31.03 | \$ 31.96 | \$ 32.92 | \$ 33.91 | | | |

Notes:

- 1.) An average rate was for each position in development of the fee schedule
- 2.) A 3% annual rate increase was assessed for each position.

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

RESOLUTION NO. 20-021

**APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH MCGRAY & MCGRAY
LAND SURVEYORS, INC. FOR SURVEY QUALITY ASSURANCE SERVICES FOR
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 15-058, dated September 30, 2015, the Board of Directors awarded a professional services contract to McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project in an amount not to exceed \$1,200,000; and

WHEREAS, the Mobility Authority requires additional survey quality assurance services that are beyond the scope of work in the original contract with McGray & McGray Land Surveyor Inc., including a substantive amount of work surveying a retaining wall for potential movement; and

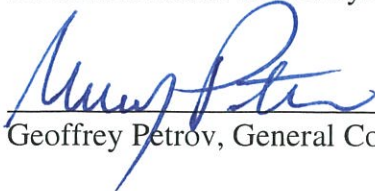
WHEREAS, the Executive Director and McGray & McGray Land Surveyor Inc. have negotiated Amendment No. 1 to increase the contract value by \$100,000 for a total amount not to exceed of \$1,300,000 for ongoing survey quality assurance services for the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Executive Director recommends approving Amendment No. 1 to the contract with McGray & McGray Land Surveyor Inc. for additional survey quality assurance services for the 183 South (Bergstrom Expressway) Project in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves Amendment No. 1 to the contract with McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project to increase the contract value by \$100,000 for a total amount not to exceed of \$1,300,000, and authorizes the Executive Director to finalize and execute proposed Amendment No. 1 in the form or substantially the same form as Exhibit A.

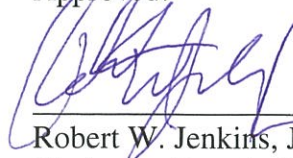
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2020.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



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

Exhibit A

**First Amendment To
Agreement for Survey Quality Assurance Services
Between
Central Texas Regional Mobility Authority
and
McGray & McGray Land Surveyors, Inc.**

This First Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and McGray & McGray Land Surveyors, Inc., (“Surveyor”) effective January 4, 2016 is made effective March 25, 2020 and is for the purpose of amending Article 2, Subsection A of the Agreement.

The Mobility Authority and hereby agree that Article 2, Subsection A of the Agreement is amended to read in its entirety as follows:

**ARTICLE 2
COMPENSATION**

Compensation for the Surveyor’s Services and other aspects of the mutual obligations concerning the Surveyor’s Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Surveyor and reimbursable expenses) may not exceed \$1,300,000.

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

MCGRAY & MCGRAY
LAND SURVEYORS, INC.

By: _____
Mike Heiligenstein
Executive Director

By: _____
Name: _____
Title: _____

Fee Schedule/Budget

Survey Quality Assurance

McGray & McGray Land Surveyors, Inc.
183 South Project (Bergstrom Expressway)

Amendment #1

Efforts through December 31, 2020

| | Principal | Project Manager | RPLS | Field Coordinator | GPS Processing | Sr. Survey Technician | Survey Technician | Survey Crew 2-Man | Survey Crew 3-Man | Admin | TOTAL |
|--|-----------|-----------------|----------|-------------------|----------------|-----------------------|-------------------|-------------------|-------------------|---------|-------|
| Hourly Labor Rate | \$190.00 | \$165.00 | \$145.00 | \$98.00 | \$108.00 | \$96.00 | \$88.00 | \$150.00 | \$186.00 | \$63.00 | HRS |
| 1.1 Project Management and Administration | 14 | 20 | 0 | | | | | | | 0 | 34 |
| a Project Oversight and Coordination | | | | | | | | | | | |
| b Financial Management | | | | | | | | | | | |
| c Coordination Meetings | | | | | | | | | | | |
| 1.2 Survey Support Services | | 4 | 0 | 20 | 0 | 200 | 80 | 375 | 48 | | 727 |
| a Develop Independent Off-Site Project Control | | | | | | | | | | | |
| b Verification of Contract Survey Efforts | | | | | | | | | | | |
| c Check Horizontal and Vertical Alignments | | | | | | | | | | | |
| d Data Reduction | | | | | | | | | | | |
| e Addition Survey Efforts | | | | | | | | | | | |

| | | | | | | | | | | | |
|----------------------------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|--------------|--------------|------------|
| TOTAL LABOR (HOURS) | 14 | 24 | 0 | 20 | 0 | 200 | 80 | 375 | 48 | 0 | 761 |
| <i>% Total by Classification</i> | <i>1.84%</i> | <i>3.15%</i> | <i>0.00%</i> | <i>2.63%</i> | <i>0.00%</i> | <i>26.28%</i> | <i>10.51%</i> | <i>49.28%</i> | <i>6.31%</i> | <i>0.00%</i> | |

Overhead Rate 162.50%
Profit Rate 12.00%

| | | | | | | | | | | | |
|---|-----------------|-----------------|-------------|-----------------|-------------|------------------|-----------------|------------------|-----------------|-------------|------------------|
| Total Labor (Profit and OH Included) | \$ 2,660 | \$ 3,960 | \$ - | \$ 1,960 | \$ - | \$ 19,200 | \$ 7,040 | \$ 56,250 | \$ 8,928 | \$ - | \$ 99,998 |
|---|-----------------|-----------------|-------------|-----------------|-------------|------------------|-----------------|------------------|-----------------|-------------|------------------|

| | |
|------------------------------|-------------|
| Total Direct Expenses | \$ - |
|------------------------------|-------------|

| | |
|--|------------------|
| Total Fee (Labor and Direct Expenses) | \$ 99,998 |
|--|------------------|

Contract

CONTRACT FOR SURVEY QUALITY ASSURANCE SERVICES

THIS CONTRACT FOR SURVEY QUALITY ASSURANCE SERVICES (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Mobility Authority,”) and McGray & McGray Land Surveyors, Inc., having its principal business address at 3301 Hancock Drive #6, Austin, TX 78731 (the “Surveyor”).

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as Survey Quality Assurance Services, and more specifically described in Article I (the “Services”); and,

WHEREAS, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov’t Code Sec. 2254.001, et. seq.), and the Mobility Authority’s Policy Code regarding the procurement of professional services, the Mobility Authority has selected the Surveyor to provide the needed services; and

WHEREAS, the Surveyor has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Mobility Authority and the Surveyor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES

The Surveyor will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the “Services”). All Services provided by the Surveyor shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

ARTICLE 2 COMPENSATION

Compensation for the Surveyor’s Services and other aspects of the mutual obligations concerning the Surveyor’s Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Surveyor and reimbursable expenses) may not exceed \$1,200,000.00.

B. Hourly Billing Rates and Key Personnel. The Mobility Authority agrees to pay, and the Surveyor agrees to accept as full and sufficient payment for its Services, compensation calculated on a per-hour basis using hourly billing rates for the Surveyor's staff providing the Services, as follows:

McGray & McGray Land Surveyors, Inc.

| POSITION | HOURLY BILLING RATE* |
|--------------------------|-----------------------------|
| Principal | \$190.00 |
| Project Manager | \$165.00 |
| RPLS | \$145.00 |
| Field Coordinator | \$98.00 |
| GPS Processing | \$108.00 |
| Senior Survey Technician | \$96.00 |
| Survey Technician | \$88.00 |
| LiDAR Technician | \$98.00 |
| Researcher (Abstractor) | \$73.00 |
| Administrative | \$63.00 |

*Per 2014 Negotiated OH Rate of 162.50% and 12% Profit

| HOURLY RATES - SPECIAL | HOURLY BILLING RATE |
|--|----------------------------|
| Survey Crew - 1 Man Crew | \$110.00 |
| Survey Crew - 2 Man Crew | \$150.00 |
| Survey Crew - 3 Man Crew | \$186.00 |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00 |
| GPS Field Person + GPS | \$150.00 |
| LiDAR Scanner | \$100.00 |
| Additional Vehicle | \$70.00 |
| ATV | \$85.00 |

Subconsultant - Surveying and Mapping, LLC

Photogrammetry Services

| HOURLY RATES | HOURLY BILLING RATE |
|--|----------------------------|
| Photogrammetry Project Manager | \$153.00 |
| Photogrammetrist | \$112.00 |
| QA Specialist | \$98.00 |
| Flight and Control Planning Technician | \$99.00 |
| Aerial Triangulation Specialist | \$98.00 |
| LiDAR Calibration Specialist | \$99.00 |
| LiDAR Technician | \$98.00 |
| Digital Ortho Specialist | \$98.00 |
| Compilation Specialist | \$87.00 |
| GIS Specialist | \$98.00 |

| HOURLY RATES - SPECIAL | HOURLY BILLING RATE |
|--|----------------------------|
| Survey Crew - 1 Man Crew | \$110.00 |
| Survey Crew - 2 Man Crew | \$150.00 |
| Survey Crew - 3 Man Crew | \$186.00 |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00 |
| GPS Field Person + GPS | \$150.00 |
| LiDAR Scanner | \$100.00 |
| Additional Vehicle | \$70.00 |
| ATV | \$85.00 |

***Understanding of Geospatial Services:**

Airborne data acquisition fees will be provided based on project requirements

Payment for time spent to provide the Services, paid at the hourly billing rates set forth above, constitutes full compensation for the Surveyor for delivery of the Services, including overhead and profit, but does not include reimbursement for reimbursable expenses incurred in delivery of the Services, as further described in subsections 2(C) and 2(D).

Increases in the hourly rate can be requested no more than once a calendar year, and are subject to the written approval of the Executive Director. The first adjustment to the hourly rate will not be considered until one year following the execution date of the contract. The Mobility Authority shall have the right to review and/or audit the Surveyor's Direct Costs and auditable overhead rates upon written request and propose adjustment to the hourly rates at any time.

C. Reimbursable Expenses. As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the Surveyor to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the Surveyor's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general photocopying, computer hardware/software and service charges, and similar costs. To the extent not otherwise included in the Surveyor's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by Surveyor or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the Surveyor shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Surveyor that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Surveyor employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the Surveyor to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the Surveyor intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Surveyor for travel, lodging, and similar expenses incurred by the Surveyor to bring additional staff to its local office or to otherwise reassign personnel to provide basic support of the Surveyor's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the Surveyor to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general Surveying services of the type described in this agreement.

Surveyor acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was actually incurred.

D. Subcontractors. For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the Surveyor to provide services related to or part of those which the Surveyor owes to the Mobility Authority under this Contract. The Surveyor may engage a subcontractor to provide services, and the Mobility Authority will reimburse the Surveyor for the Surveyor's cost of engaging the subcontractor for those services, if the Surveyor provides a written description of the proposed services and the proposed price (using rates approved in Attachment

A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the Surveyor a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the amount of time spent performing the task. The Surveyor may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the Surveyor in an amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

E. Non-compensable Time. Time spent by the Surveyor's personnel or subcontractors in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Surveyor. The Mobility Authority will not pay any hourly compensation to the Surveyor for Services or deliverables required due to an error, omission, or fault of the Surveyor.

F. Invoices and Records. The Surveyor shall submit its monthly invoices certifying the fees charged and any reimbursable expenses for Services provided during the previous month, and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Mobility Authority, with the Surveyor provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the Surveyor shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than ninety (90) days old at the time of invoicing.

G. Effect of Payments. No payment by the Mobility Authority shall relieve the Surveyor of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the Surveyor to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

H. Time and place of payment. Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall

make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the Surveyor, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of the monthly invoice. The Surveyor reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.**

I. Taxes. All payments to be made by the Mobility Authority to the Surveyor pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Surveyor in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the Surveyor takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

ARTICLE 3 PAYMENT REQUIREMENTS

A. Monthly Invoices. The Surveyor shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice submittal shall include the original and one copy in a form acceptable to the Mobility Authority. The Surveyor is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

B. Form of Invoices. The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The invoice shall be substantially in a form provided or approved by the Mobility Authority.

C. DBE Forms. The Surveyor will be responsible for completing and including with each invoice all TxDOT required DBE reporting forms included in Exhibits E and F of Attachment B - Work Authorization(s).

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of the Surveyor's invoice in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice;

(2) pending verification of satisfactory work performed; or (3) if required reports (including third-party verifications, if any) are not received.

F. Invoice and Progress Report Submittal Process. The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) A progress report shall be submitted to Mobility Authority at least once each calendar month;
- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC Manager (as defined below) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC Manager, or the Mobility Authority and/or GEC Manager will return it to the Surveyor for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

G. Audit. The Mobility Authority shall have the right to examine the books and records of the Surveyor for the purpose of checking the amount of work performed by the Surveyor. The Surveyor shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until any pending litigation has been completely and fully resolved and the Mobility authority approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, 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 the Surveyor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 4 WORK AUTHORIZATIONS

A. Use. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subsection C below ; and (6) DBE Requirements. The Surveyor is not to include additional Contract terms and conditions in the Work Authorization.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Surveyor and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment A; (3) a work plan that includes a list of the work to be performed; and (4) a maximum cost (not-to-exceed) amount or unit or lump sum cost and the total cost or price of the Work Authorization.

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Mobility Authority. While it is the Mobility Authority's intent to issue Work Authorizations hereunder, the Surveyor shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Mobility Authority's or the Surveyor's responsibilities and obligations established in this Contract. The Surveyor shall promptly notify the Mobility Authority of any event that will affect completion of the Work Authorization in accordance with the terms thereof.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C. Supplemental Work Authorizations, if required, must be executed by both parties within the period of performance specified in the Work Authorization. The Surveyor shall allow adequate time for review and approval of the Supplemental Work Authorization by the Mobility Authority.

(1) **Notice.** If the Surveyor is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

(2) **Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Surveyor shall prepare a revised Work Authorization budget for the Mobility Authority's approval. The Mobility Authority shall analyze

the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the Surveyor, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

(3) Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with or prior to the execution of a Supplemental Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Surveyor shall submit the deliverables as specified in the executed Work Authorization to the Mobility Authority for review and acceptance.

ARTICLE 5 SCHEDULE

A. Progress meetings. As required and detailed in the Work Authorizations, the Surveyor shall from time to time during the progress of the work confer with the Mobility Authority. The Surveyor shall prepare and present such information as may be pertinent and necessary or as may be requested by the Mobility Authority in order to evaluate features of the work.

B. Conferences. At the request of the Mobility Authority or the Surveyor and as required and detailed in the Work Authorizations, conferences shall be provided at the Surveyor's office, the office of the Mobility Authority, or at other locations designated by the Mobility Authority. These conferences shall also include evaluation of the Surveyor's Services and work when requested by the Mobility Authority.

C. Reports. The Surveyor shall promptly advise the Mobility Authority in writing of events that have a significant impact upon the progress of a Work Authorization, including:

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Mobility Authority or federal assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

D. Corrective Action. Should the Mobility Authority determine that the progress of work does not satisfy the milestone schedule set forth in a Work Authorization, the Mobility Authority shall review the work schedule with the Surveyor to determine the nature of corrective action needed.

E. More Time Needed. If the Surveyor determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the Surveyor shall promptly notify the Mobility Authority and shall follow the procedure set forth in the Work Authorization. The Mobility Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

ARTICLE 6 SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the Surveyor followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

B. Reinstatement. A Work Authorization may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Mobility Authority to resume the work. Both parties may waive the sixty (60) day notice in writing.

C. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Mobility Authority to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 7 CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Surveyor has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Mobility Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract and Work Authorization(s), the Surveyor shall make such revisions as requested and as directed by the Mobility Authority, provided the work is reflected in a Supplemental Work Authorization.

B. Work Does Not Comply with Contract. If the Surveyor submits work that does not comply with the terms of this Contract or Work Authorization(s), the Mobility Authority shall instruct the Surveyor to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for this work.

C. Errors/Omissions. The Surveyor shall make revisions to the work authorized in this Contract or Work Authorization(s) that are necessary to correct errors or omissions appearing therein, when required to do so by the Mobility Authority. No additional compensation shall be paid for this work.

**ARTICLE 8
OWNERSHIP OF DATA**

A. Work for Hire. All services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the property of the Mobility Authority.

B. Disposition of Documents. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Mobility Authority shall be delivered to the Mobility Authority upon request by the Mobility Authority. The Surveyor, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to express written permission by the Mobility Authority.

C. Release of Design Plan. The Surveyor (1) will not release any roadway design plan created or collected under this Contract except to its subproviders as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Surveyor nor any subprovider may charge a fee for any portion of the design plan created by the Mobility Authority.

**ARTICLE 9
PUBLIC INFORMATION AND CONFIDENTIALITY**

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, the Public Information Act, in the release of information produced under this Contract.

B. Confidentiality. The Surveyor shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Mobility Authority.

**ARTICLE 10
PERSONNEL, EQUIPMENT AND MATERIAL**

A. Surveyor Resources. The Surveyor shall furnish and maintain quarters for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Mobility Authority.

B. Removal of Contractor Employee. All employees of the Surveyor assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties

assigned to them. The Mobility Authority may instruct the Surveyor to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Mobility Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The Surveyor must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel is removed from association with this Contract, giving the reason for removal.

D. Mobility Authority Approval of Replacement Personnel. The Surveyor may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the Surveyor may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Surveyor or its subcontractors under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Mobility Authority when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first.

ARTICLE 11 SUBCONTRACTING

A. Prior Approval. The Surveyor shall not assign, subcontract, or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Mobility Authority. Request for approval should include a written description of the proposed services, and, using rates established in Attachment A, a proposed price.

B. DBE Compliance. The Surveyor's subcontracting program shall comply with the requirements of Exhibits E and F of Attachment B - Work Authorization(s).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Surveyor is authorized to pay subcontractors in accordance with the terms of the subcontract.

D. Surveyor Responsibilities. No subcontract shall relieve the Surveyor of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subcontractor or other third party performing work for or on behalf of the Surveyor.

E. Invoice Approval and Processing. All subcontractors shall prepare and submit their invoices on the same billing cycle and format as the Surveyor (so as to be included in invoices submitted by the Surveyor), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

ARTICLE 12 INSPECTION OF WORK

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Surveyor or a subcontractor under this Article, the Surveyor shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

ARTICLE 13 SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Mobility Authority before a final report is issued. The Mobility Authority's comments on the Surveyor's preliminary report must be addressed in the final report.

ARTICLE 14 VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of contract terms, breach of contract, or default by the Surveyor shall be grounds for termination of the Contract, and any increased or additional cost incurred by the Mobility Authority arising from the Surveyor's default, breach of contract or violation of contract terms shall be paid by the Surveyor.

B. Remedies. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

C. Excusable Delays. Except with respect to defaults of subcontractors, the Surveyor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Surveyor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**ARTICLE 15
TERMINATION**

A. Termination. The Contract may be terminated by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Mobility Authority by notice in writing to the Surveyor as a consequence of failure by the Surveyor to perform the Services set forth herein in a satisfactory manner or if the Surveyor violates the provisions of Article 22, Gratuities, or Exhibit E to Attachment B, DBE Requirements;
- (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;
- (4) by the Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the Surveyor, by giving thirty (30) days written notice of termination to the Surveyor; or
- (5) by satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Mobility Authority terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Surveyor. In determining the value of the work performed by the Surveyor prior to termination, the Mobility Authority shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Mobility Authority terminate this Contract under paragraph A (3) or (4) above, the Surveyor shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days and only as necessary to terminate the work in progress.

C. Value of Completed Work. If the Surveyor defaults in the performance of this Contract or if the Mobility Authority terminates this Contract for fault on the part of the Surveyor, the Mobility Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Surveyor in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Mobility Authority; (4) the cost to the Mobility Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Mobility Authority of the work performed.

D. Calculation of Payments. The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in

a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Surveyor under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 17.

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the Surveyor to fulfill its Contract obligations, the Mobility Authority may take over the project and prosecute the work to completion, and the Surveyor shall be liable to the Mobility Authority for any additional cost to the Mobility Authority.

ARTICLE 16 COMPLIANCE WITH LAWS

The Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Surveyor shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 17 INDEMNIFICATION

THE SURVEYOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE MOBILITY AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE SURVEYOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE SURVEYOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE SURVEYOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE

EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE SURVEYOR SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE SURVEYOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 18 ROLE OF GENERAL ENGINEERING CONSULTANT

The Mobility Authority will utilize a General Engineering Consultant (“GEC”) to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Surveyor shall comply with all of the GEC’s directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the Surveyor, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the Surveyor may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the Surveyor can present its case. The Mobility Authority’s decision in the matter will be final. In no case will the Surveyor go directly to the Mobility Authority with a dispute unless the Surveyor believes that the GEC is violating, or is directing the Surveyor to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

ARTICLE 19 SURVEYOR’S RESPONSIBILITY

A. Accuracy. The Surveyor shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

B. Errors and Omissions. The Surveyor's responsibility for all questions arising from errors and/or omissions will be determined by the Mobility Authority. The Surveyor shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the project has been completed. In the event that the Mobility Authority discovers a possible error or omission, the Mobility Authority shall notify the Surveyor and seek to involve the Surveyor in determining the most effective solution with respect

to time and cost, provided that the Mobility Authority shall ultimately determine the solution that is chosen.

C. Seal. The responsible Surveyor shall sign, seal and date all appropriate Surveying submissions to the Mobility Authority in accordance with the Professional Land Surveying Practice Act and the rules of the Texas Board of Professional Land Surveyors.

D. Resealing of Documents. Once the work has been sealed and accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the Surveyor, in writing, of the possibility that a Mobility Authority surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original Surveyor's design.

ARTICLE 20 NONCOLLUSION

A. Warranty. The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 21 INSURANCE

The Surveyor and all subcontractors shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Contract and shall maintain such insurance through the Contract period. The Surveyor shall provide proof of insurance (and the Professional Liability Insurance discussed herein) in a form reasonably acceptable by the Mobility Authority. The Surveyor certifies that it has and will maintain insurance coverages as follows:

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance. If coverages are specified separately, they must be at least these amounts:

| | |
|-----------------|---|
| Bodily Injury | \$1,000,000 each occurrence |
| Property Damage | \$1,000,000 each occurrence \$2,000,000 for aggregates |

Manufacturers' or Contractor Liability Insurance is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

B. Professional Liability Insurance. Surveyor shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or Surveying activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Surveyor and its subcontractors and subconsultants(including, but not limited to design subcontractors and subconsultants) of any tier.

C. Workers Compensation. Surveyor shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than \$1,000,000.

D. Automobile Liability Insurance. Surveyor shall provide and maintain automobile liability insurance coverage in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

E. Subcontractor Insurance Coverage Election. If a subcontractor selected by the Surveyor to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in this Article 21, Surveyor may provide to the Mobility Authority an explanation of coverages that a subcontractor does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subcontractor, and an acknowledgement that the Surveyor remains liable for the work performed under the contract, including that performed by the subcontractor. The Mobility Authority may, in its sole discretion, elect to accept the insurance coverage obtained by the subcontractor in lieu of the coverage required by this Article 21.

ARTICLE 22 GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that the director, employee or agent of the Mobility Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

B. Liability. Any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Contract may not make any offer of benefits, gifts or favors to Mobility Authority employees, except as mentioned above. Failure on the part of the Surveyor to adhere to this policy may result in the termination of this Contract.

ARTICLE 23

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The Surveyor agrees to comply with the DBE requirements and reporting guidelines set forth in Exhibits E and F of Attachment B - Work Authorization(s). The DBE Goal established for this project is 5%. The Surveyor also agrees to comply with the DBE subcontracting plan that was included in the response that the Surveyor submitted to the Mobility Authority's Request for Qualifications.

ARTICLE 24

CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations. The Surveyor shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

B. Nondiscrimination. The Surveyor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports. The Surveyor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Mobility Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this Contract, the Mobility Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Surveyor under the Contract until the Surveyor complies; and/or
- (2) cancellation, termination, or suspension of the Contract, in whole or in part.

**ARTICLE 25
PATENT RIGHTS**

The Mobility Authority and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Surveyor under this Contract.

**ARTICLE 26
DISPUTES**

The Surveyor shall be responsible for resolving all contractual and administrative issues that arise from any purchase or contract made by the Surveyor in support of the Services required by this Contract.

**ARTICLE 27
ASSIGNMENT**

The Surveyor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Mobility Authority.

**ARTICLE 28
SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 29
PRIOR CONTRACTS SUPERSEDED**

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 30
CONFLICT OF INTEREST**

The undersigned Surveyor represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Mobility Authority shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

**ARTICLE 31
ENTIRETY OF AGREEMENT**

This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

**ARTICLE 32
SIGNATORY WARRANTY**

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete Mobility Authority authorization to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

**ARTICLE 33
NOTICES**

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Surveyor:

Chris Conrad, R.P.L.S.
McGray & McGray Land Surveyors, Inc.
3301 Hancock Drive, Suite 6
Austin, TX 78731

Email: chrisc@mcgray.com

In the case of the Mobility Authority:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: mstein@mobilityauthority.org

with a copy to:

Justin Word
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: jword@mobilityauthority.com

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

ARTICLE 34 BUSINESS DAYS AND DAYS

For purposes of this Contract, “business days” shall mean any day the Mobility Authority is open for business and “days” shall mean calendar days.

ARTICLE 35 INCORPORATION OF PROVISIONS

Attachments A through C are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 36 PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Mobility Authority and the Surveyor, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

- A. Supplemental Work Authorizations;
- B. Work Authorizations;

- C. Contract Amendments;
- D. This Contract.
- E. The Request for Qualifications
- F. The Surveyor's Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 36, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

IN WITNESS WHEREOF, the Mobility Authority and the Surveyor have executed this Contract in duplicate.

THE SURVEYOR

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

Judith J. McGray
(Signature)
Judith J. McGray
(Printed Name)
President
(Title)
12-17-2015
(Date)

Mike Heiligenstein
(Signature)
Mike Heiligenstein
Executive Director
1/4/16
(Date)

Attachments and Exhibits to Contract for Survey Quality Assurance Services

| Attachments | Title |
|-------------|---------------------------------|
| A | Rate Schedule |
| B | Work Authorization |
| C | Supplemental Work Authorization |

ATTACHMENT A

RATE SCHEDULE

McGray & McGray Land Surveyors, Inc.

| POSITION | HOURLY BILLING RATE* |
|--------------------------|-----------------------------|
| Principal | \$190.00 |
| Project Manager | \$165.00 |
| RPLS | \$145.00 |
| Field Coordinator | \$98.00 |
| GPS Processing | \$108.00 |
| Senior Survey Technician | \$96.00 |
| Survey Technician | \$88.00 |
| LiDAR Technician | \$98.00 |
| Researcher (Abstractor) | \$73.00 |
| Administrative | \$63.00 |

*Per 2014 Negotiated OH Rate of 162.50% and 12% Profit

| HOURLY RATES - SPECIAL | HOURLY BILLING RATE |
|--|----------------------------|
| Survey Crew - 1 Man Crew | \$110.00 |
| Survey Crew - 2 Man Crew | \$150.00 |
| Survey Crew - 3 Man Crew | \$186.00 |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00 |
| GPS Field Person + GPS | \$150.00 |
| LiDAR Scanner | \$100.00 |
| Additional Vehicle | \$70.00 |
| ATV | \$85.00 |

**Subconsultant - Surveying and Mapping,
LLC**

Photogrammetry Services

| HOURLY RATES | HOURLY BILLING RATE |
|--|----------------------------|
| Photogrammetry Project Manager | \$153.00 |
| Photogrammetrist | \$112.00 |
| QA Specialist | \$98.00 |
| Flight and Control Planning Technician | \$99.00 |
| Aerial Triangulation Specialist | \$98.00 |
| LiDAR Calibration Specialist | \$99.00 |
| LiDAR Technician | \$98.00 |
| Digital Ortho Specialist | \$98.00 |
| Compilation Specialist | \$87.00 |
| GIS Specialist | \$98.00 |

***Per OH Rate of 180.94% and 12% Profit**

| HOURLY RATES - SPECIAL | HOURLY BILLING RATE |
|--|----------------------------|
| Survey Crew - 1 Man Crew | \$110.00 |
| Survey Crew - 2 Man Crew | \$150.00 |
| Survey Crew - 3 Man Crew | \$186.00 |
| Real Time Kinematic (RTK) Crew + Rover | \$220.00 |
| GPS Field Person + GPS | \$150.00 |
| LiDAR Scanner | \$100.00 |
| Additional Vehicle | \$70.00 |
| ATV | \$85.00 |

Understanding of Geospatial Services:

Airborne data acquisition fees will be provided based on project requirements