



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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9:00 a.m.

Wednesday, November 18, 2020

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

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

**SPECIAL NOTE TO MEMBERS OF THE PUBLIC:** Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held by videoconference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19. Some Board Members may be present in the Lebermann Board Room while others may attend the meeting via videoconferencing. In order to maintain safe social distancing, members of the public will not be permitted to attend in person. Instead, we ask that you view the Board Meeting online via the live stream link on our website. Members of the public that wish to join the videoconference to provide comments during the Board Meeting must register at least 30 minutes prior to the scheduled start time by contacting the Central Texas Regional Mobility Authority at (844) 287-6220.

## AGENDA

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

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

### ***Consent Agenda***

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*See Notes at the end of this agenda.*

2. Approve the minutes from the October 28, 2020 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. Approve an interlocal agreement with the Texas Department of Transportation for sharing intelligent transportation systems data.
5. Approve Amendment No. 1 to the First Amended and Restated Maintenance Contract with Kapsch TrafficCom USA, Inc. to change the hours of operations for the Traffic & Incident Management (TIM) Center.
6. Approve Work Authorization No. 2 under the First Amended and Restated Maintenance Contract with Kapsch TrafficCom USA Inc. for the replacement of toll equipment cameras on the 183A and 290E toll facilities.
7. Approve Work Authorization No. 2 with Cofiroute USA, LLC for toll bill and website changes.
8. Amend Chapter 4, Article 23 of the Mobility Authority Policy Code regarding the disposition of salvage or surplus property.
9. Amend Chapter 4, Article 15 of the Mobility Authority Policy Code regarding the use of Texas Department of Information Resources (DIR) Cooperative Contracts Services.
10. Approve Amendment No. 2 to the contract with RS&H, Inc. to extend the termination date for construction inspection services for the 183 South Project.
11. Approve Supplemental Work Authorization No. 2 to Work Authorization No. 2 with Rodriguez Engineering Laboratories, LLC to extend the termination date for material acceptance testing services for the 183 South Project.
12. Approve Amendment No. 2 to the contract with McGray & McGray Land Surveyors, Inc. to extend the termination date for survey quality assurance services for the 183 South Project.

## ***Regular Items***

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

13. Authorize the Issuance, Sale and Delivery of a Central Texas Regional Mobility Authority Subordinate Lien Revenue Bonds (TIFIA Bonds), in accordance with specified parameters for the refunding of TIFIA bonds on 183A Phase III, 290E Direct Connectors, and 183 South.
14. Discuss and consider approving a contract with RS&H Inc. for construction engineering and inspection services for the 183A Phase III Project.

15. Discuss and consider approving Work Authorization No. 16 with Atkins North America, Inc. for general engineering consultant services to provide project management and construction oversight on the 183A Phase III Project.

### ***Briefings and Reports***

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

16. Report on the Mobility Authority's Qualified Veteran Toll Discount Program
17. Executive Director Board Report.
  - A. Effect of COVID-19 on agency operations
  - B. 183 South Project – Change Order #21b, Wall 125 Differing Site Condition

### ***Executive Session***

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

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

18. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
19. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
20. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

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

### ***Regular Items***

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

21. Adjourn Meeting.

## Notes

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

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

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

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

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

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

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

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

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

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

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

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

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

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

- ~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~
- ~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~
- ~~(3) the meeting is held by an advisory board.~~

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

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

*Mobility Authority Board Meeting Agenda  
Wednesday, November 18, 2020*

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

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

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
AGENDA ITEM #1

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Welcome and opportunity for  
public comment

Welcome and opportunity for public comment.

Board Action Required: No



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #2**

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Approve the minutes from the  
October 28, 2020 Regular Board Meeting

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

Summary:

Approve the attached draft minutes for the October 28, 2020 Regular Board Meeting.

Backup provided: Draft minutes, October 28, 2020 Regular Board Meeting

## MINUTES

### Regular Meeting of the Board of

### Directors of the

### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, October 28, 2020

9:00 a.m.

This was a video conference meeting. Notice of the meeting was posted October 23, 2020 online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins was present at the Lebermann Board room and on the video conference meeting were Vice Chair Meade, Board Members David Singleton, David Armbrust, Mark Ayotte, John Langmore and Mike Doss\*.

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

<https://mobilityauthority.swagit.com/play/10282020-637>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. and had each Board Member who attended via video conference state their name for the record and confirm that they could both hear and be heard by all other attendees that were present in-person or live streaming.

1. Welcome and opportunity for public comment.

#### **Consent Agenda**

2. Approve the minutes from the September 30, 2020 Regular Board Meeting.
3. Approve the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

**ADOPTED AS: RESOLUTION NO. 20-066**

4. Approve the annual compliance report for submittal to the Texas Department of Transportation as required by 43 Texas Administrative Code §26.65.

**ADOPTED AS: RESOLUTION NO. 20-067**

\*NOTE: Mike Doss joined the Board Meeting at 9:07 a.m.



**MOTION:** Approve Item Nos. 2 thru 4 under the consent agenda  
**RESULT:** Approved 7-0;  
**MOTION:** Mark Ayotte  
**SECONDED BY:** David Singleton  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.

**Regular Items**

5. Accept the financial statements thru September 2020 and consider the quarterly budget update.

Presentation by Robert Goode Deputy Executive Director, Bill Chapman, Chief Financial Officer, and Mary Temple, Controller

**MOTION:** Accept the financial statements thru September 2020.  
**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** John Langmore  
**SECONDED BY:** Mike Doss  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 20-068**

6. Discuss and consider amending the FY 2021 Operating Budget.

No action was taken on this item.

7. Discuss and consider taking action to authorize the Mobility Authority's staff and consultants to take such actions as may be necessary to apply for and negotiate the terms of a loan agreement with the United States Department of Transportation relating to the financing of System Improvements, including the 183A Phase III Project.

Presentation by Bill Chapman, Chief Financial Officer.

**MOTION:** Authorize the Mobility Authority's staff and consultants to take such actions as may be necessary to apply for and negotiate the terms of a loan agreement with the United States Department of Transportation relating to the financing of System Improvements, including the 183A Phase III Project.

**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** Mike Doss  
**SECONDED BY:** Nikelle Meade  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton  
**NAY:** None.

**ADOPTED AS: RESOLUTION NO. 20-069**

8. Discuss and consider modifying the annual toll rate escalation becoming effective on January 1, 2021.

Presentation by Bill Chapman, Chief Financial Officer.

**MOTION:** The minimum toll rate charged on each segment of the MoPac Express Lanes will remain at \$0.35 through 2021.

**RESULT:** Approved; 4-3  
**MOTION:** David Armbrust  
**SECONDED BY:** Mark Ayotte  
**AYE:** Armbrust, Ayotte, Langmore, Meade  
**NAY:** Doss, Jenkins, Singleton

**ADOPTED AS: RESOLUTION NO. 20-070**

9. Discuss and consider approving Work Authorization No. 1 under the First Amended and Restated Maintenance Contract with Kapsch TrafficCom USA Inc. for the renewal, replacement and upgrade of various equipment on the Mobility Authority's Toll Collection System.

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

**MOTION:** Approve Work Authorization No. 1 under the First Amended and Restated Maintenance Contract with Kapsch TrafficCom USA Inc. for the renewal, replacement and upgrade of various equipment on the Mobility Authority's Toll Collection System.

**RESULT:** Approved (Unanimous); 7-0  
**MOTION:** Nikelle Meade  
**SECONDED BY:** Mark Ayotte  
**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-071**

- 10.** Discuss and consider approving Amendment No. 1 to the Professional Engineering Design Services contract with Rodriguez Transportation Group Inc. for construction phase services on the 183A Phase III Project.

Presentation by Justin Word, P.E., Director of Engineering.

**MOTION:** Approve Amendment No. 1 to the Professional Engineering Design Services contract with Rodriguez Transportation Group Inc. for construction phase services on the 183A Phase III Project.

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

**MOTION:** John Langmore

**SECONDED BY:** David Armbrust

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-072**

- 11.** Discuss and consider awarding a contract for construction engineering and inspection services on the 183A Phase III Project.

Presentation by Justin Word, P.E., Director of Engineering.

**MOTION:** Award a contract for construction engineering and inspection services on the 183A Phase III Project to RS&H Inc.

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

**MOTION:** mark Ayotte

**SECONDED BY:** John Langmore

**AYE:** Armbrust, Ayotte, Doss, Jenkins, Langmore, Meade, Singleton

**NAY:** None.

**ADOPTED AS:** **RESOLUTION NO. 20-073**

## **Briefings and Reports**

12. Quarterly report on projects under construction:  
Presentation by Justin Word, P.E., Director of Engineering.
  - A. Bergstrom Expressway (183 South) Project
  - B. Manor Expressway (290E Phase III) Project

13. Executive Director Board Report.

Presentation by Mike Heiligenstein, Executive Director

- A. Update on 183A Phase III financing  
Presentation by Bill Chapman, Chief Financial Officer
- B. Update on 290E Phase IV advanced development activity
- C. Upcoming 87<sup>th</sup> Regular Legislative Session

## **Executive Session Pursuant to Government Code, Chapter 551**

Chairman Jenkins announced in open session at 11:12 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following item:

16. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 11:52 a.m.

## **Regular Items**

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 11:52 a.m.

17. Adjourn.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #3**

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

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

Summary:

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

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

**Current Action:** State law states that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

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

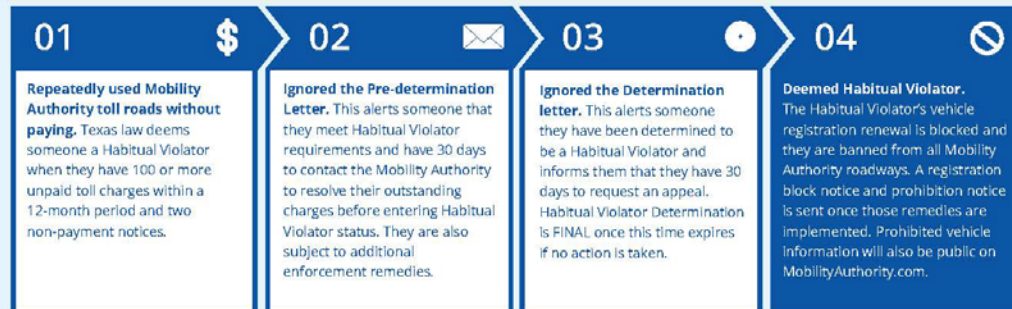
Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is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

**Financing:** Not applicable

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



## Habitual Violator Process



### Who is a Habitual Violator?

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

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

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

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

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

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

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



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

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

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

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

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

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

**Can someone dispute a toll bill?**

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

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

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

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

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

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

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

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

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



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

**RESOLUTION NO. 20-0XX**

**APPROVING AN INTERLOCAL AGREEMENT  
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION  
FOR SHARING INTELLIGENT TRANSPORTATION SYSTEMS DATA**

WHEREAS, in January 2015 the Central Texas Regional Mobility Authority (Mobility Authority) and the Texas Department of Transportation (TxDOT) entered into an interlocal agreement in order to share intelligent transportation systems (ITS) data in an effort to improve traffic conditions and reduce congestion in Central Texas; and

WHEREAS, the current ITS data sharing agreement with TxDOT expired on July 31, 2020; and

WHEREAS, the Executive Director and TxDOT have negotiated a new interlocal agreement to allow the Mobility Authority and TxDOT to continue sharing ITS data, including real-time camera images and streams, sensors, signage and communication links; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDOT for ITS data sharing in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for sharing intelligent transportation systems data and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

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

**Exhibit A**

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #4**

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Approve an interlocal agreement  
with the Texas Department of Transportation  
for sharing intelligent transportation  
systems data

<b>Strategic Plan Relevance:</b>	Employ a Collaborative Approach to Implementing Mobility Solutions; Deliver Multi-faceted Mobility Solutions; Invest in Efforts that Extend Beyond Roadways; Explore and Invest in Transformative Technology and Adopt Industry Best Practices
<b>Department:</b>	Operations
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	Not Applicable
<b>Funding Source:</b>	Not Applicable
<b>Action Requested:</b>	Consider and act on draft resolution

**Summary:**

**Background** - Presently, the Mobility Authority's intelligent transportation system (ITS) program utilizes technology to improve traffic conditions and reduce congestion; enable motorists to make informed traveling decisions; create and provide innovative services to customers; improve safety and mobility; reduce environmental impacts due to transportation; and increase the efficiency of the existing transport infrastructure. As regional partners committed to providing transportation solutions, the Texas Department of Transportation (TxDOT) and the Mobility Authority have a cooperative relationship wherein traffic data and information is shared. This arrangement allows for the efficient exchange of information and ultimately benefits the Central Texas traveling public.

**Current Action** - The Agreement for sharing intelligent transportation system (ITS data) between TxDOT and the Mobility Authority serves as conduit for the efficient exchange of data and information. Under this Agreement, TxDOT and the Mobility Authority have granted non-exclusive rights to each other's real-time traffic data. This includes camera images and/or streams, sensors, signs and communication links. This is a no

cost agreement that terminates five years after the agreement is fully executed or when otherwise modified or terminated.

**Previous Actions** - An Agreement for Sharing Intelligent Transportation Systems (ITS) Data between TxDOT and CTRMA was executed in January 2015. That agreement terminates in July 2020.

**Staff Recommendation** - Staff recommends approval of the interlocal agreement with the Texas Department of Transportation for sharing intelligent transportation systems data.

**Backup Provided** - Draft Resolution  
Interlocal Agreement

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

**RESOLUTION NO. 20-0XX**

**APPROVING AN INTERLOCAL AGREEMENT  
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION  
FOR SHARING INTELLIGENT TRANSPORTATION SYSTEMS DATA**

WHEREAS, in January 2015 the Central Texas Regional Mobility Authority (Mobility Authority) and the Texas Department of Transportation (TxDOT) entered into an interlocal agreement in order to share intelligent transportation systems (ITS) data in an effort to improve traffic conditions and reduce congestion in Central Texas; and

WHEREAS, the current ITS data sharing agreement with TxDOT expired on July 31, 2020; and

WHEREAS, the Executive Director and TxDOT have negotiated a new interlocal agreement to allow the Mobility Authority and TxDOT to continue sharing ITS data, including real-time camera images and streams, sensors, signage and communication links; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with TxDOT for ITS data sharing in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed interlocal agreement with TxDOT for sharing intelligent transportation systems data and authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

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

**Exhibit A**

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

**AGREEMENT for SHARING  
 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DATA**

**CONTRACTING PARTIES:**

Texas Department of Transportation Austin District	<b>STATE (TxDOT)</b>
Central Texas Regional Mobility Authority	<b>CTRMA</b>

TxDOT and CTRMA are referred to herein individually as a “party” and collectively as the “parties.”

TxDOT is the owner of Intelligent Transportation Systems (ITS) infrastructure that consists of:

- an ITS Field Network (including but not limited to sensors, cameras, signs, and communications links constructed along segments of the State highway system); and
- an ITS Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which the State owns certain rights, title, and interests related thereto, including copyrights.

CTRMA is the owner of ITS infrastructure that consists of:

- an ITS Field Network (including but not limited to sensors, cameras, signs, and communications links constructed both on and off of the State highway system); and
- an ITS Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which the CTRMA owns certain rights, title, and interests related thereto, including copyrights.

CTRMA desires TxDOT to grant rights to receive and use TxDOT transportation-related information (TxDOT’s “Traffic Data”) and TxDOT desires CTRMA to grant rights to receive and use CTRMA transportation-related information (CTRMA’s “Traffic Data”). The parties are agreeable to grant rights subject to the terms and conditions established in this agreement.

This agreement incorporates the provisions of **Attachment A**, Descriptions and Specifications of Rights Granted in Article 2, **Attachment B**, Guidelines for Use of State Equipment and Infrastructure, and **Attachment C**, Connectivity Diagram.

**B A C K G R O U N D**

TxDOT, in accordance with Texas Transportation Code, §201.205, may:

1. Apply for, register, secure, hold and protect its intellectual property, patents, copyrights, trademarks, or other evidence of protection of exclusivity; and
2. Enter into non-exclusive license agreements with any third party for the receipt of fees, royalties, or other things of monetary and non-monetary value; and
3. Waive or reduce the amount of fees if it determines that such waiver will further the goal and missions of TxDOT and result in a net benefit to TxDOT; and

Texas Transportation Code, §202.052 authorizes TxDOT to lease highway assets if the area to be leased is not needed for highway purposes during the term of the lease and TxDOT charges fair market value for the leased asset, and authorizes TxDOT to waive such fees for social, economic, and environmental mitigation purposes.

TxDOT – alone or as a stakeholder in Austin, the regional traffic management center (TMC) – has trademark registrations on marks in accordance with the requirements of Title 15 U.S.C. Section 1051 et seq., as amended:

- Registration Number(s) 1802491, hereinafter identified as the “TxDOT logo.”

## A G R E E M E N T

In consideration of the mutual promises contained in this agreement, TxDOT and CTRMA now agree as follows:

### ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective when signed and dated by the last party whose signing makes the agreement fully executed. This agreement shall terminate five (5) years from that date, or when otherwise modified or terminated, as hereinafter provided.

### ARTICLE 2. RIGHTS GRANTED

The parties hereby grant each other a non-exclusive right, license, and privilege worldwide to use all or portions of Traffic Data from the other party's ITS Field Network and ITS Business Network. The parties agree that this agreement does not transfer or convey any ownership or any rights other than those rights expressly granted by the agreement. A more detailed description of rights granted is provided in Attachment A to this agreement, which is attached hereto and incorporated herein for all purposes.

### ARTICLE 3. PROVISION OF INFRASTRUCTURE

Each party is responsible for providing and maintaining any hardware, software, and additional ITS infrastructure that is necessary to obtain the Traffic Data. Either party may provide unused ITS infrastructure and facilities to support the additional infrastructure when possible, and when deemed to be in the best interest of the providing party. Neither party guarantees the availability of the Traffic Data or a minimum response time to reestablish the availability of the Traffic Data due to maintenance or network or system failures. A more detailed description of ITS infrastructure to be provided by each party is shown in Attachment A. CTRMA shall not place any objects or equipment in the State Right-of-Way or on any other TxDOT property without advanced written permission from the District Engineer or designee. TxDOT shall not place any objects or equipment in CTRMA Right-of-Way or on any other CTRMA property without advanced written permission from the CTRMA's Executive Director or designee.

### ARTICLE 4. FEE

As the use of the Traffic Data will result in social, economic, and environmental mitigation, by increasing mobility and reducing congestion on public highways, both parties agree to waive any monetary fee associated with the use of the Traffic Data for the first year of this agreement. After the initial year, each party reserves the right to charge a fee for the use of the Traffic Data by providing not less than thirty (30) days written notice to the other party defining the terms of the fee.

### ARTICLE 5. COPYRIGHT INFRINGEMENT

Each party shall notify the other party of any infringement or potential infringement by a third party, of which it becomes aware, of the copyright or any other rights owned by the other party relating to the use of the Traffic Data. Each party shall provide the other party, if feasible, any information or other assistance requested to assist in the prosecution of any breaches or infringements.

### ARTICLE 6. TAXES AND FEES

Not applicable.

### ARTICLE 7. ASSIGNMENT PROHIBITION

Each party is prohibited from assigning any of the rights conferred by this agreement, to any third party. Any assignments shall be subject to the terms and conditions of this agreement.

### ARTICLE 8. TERMINATION

- a) Including the provisions established herein, this agreement may be terminated by any of the following conditions.
  - i) Mutual agreement and consent of the parties hereto.
  - ii) By TxDOT for reason of its own and not subject to the approval of the CTRMA upon not less than thirty (30) days written notice to the CTRMA.
  - iii) By the CTRMA for reason of its own and not subject to the approval of TxDOT upon not less than thirty (30) days written notice to TxDOT.
  - iv) Immediately for breach of this agreement as determined by either party.
- b) Termination of the agreement shall extinguish all rights, duties, obligations and liabilities of TxDOT and CTRMA of this agreement. All rights granted shall revert to the owner of the Traffic Data. Upon termination of this agreement, the parties will immediately cease transmitting, using, distributing and/or modifying the electronic signals of the Traffic Data.



- c) Termination or expiration of this agreement shall not extinguish any of the CTRMA's or TxDOT's obligations under this agreement which by their terms continue after the date of termination or expiration.

**ARTICLE 9. HOLD HARMLESS**

Subject to the Constitution and to the extent permitted by laws of the State of Texas, each party shall indemnify and save harmless the other party and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party.

**ARTICLE 10. RELATIONSHIP BETWEEN THE PARTIES**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**ARTICLE 11. REMEDIES**

Violation or breach of contract by either party shall be grounds for termination of the agreement. Any increased costs arising from a party's default, breach of contract or violation of contract terms shall be paid by the defaulting party.

**ARTICLE 12. AMENDMENTS**

Any changes in the contract period, character, or agreement terms shall be enacted by a written amendment executed by both parties. Amendments must be executed during the contract period established in Article I.

**ARTICLE 13. VENUE**

This agreement is governed by the laws of the State of Texas.

**ARTICLE 14. NOTICES**

All notices to either party by the other party required under this agreement shall be delivered personally or sent by certified or U.S. Mail, postage prepaid, addressed to such party at the following respective physical addresses:

**STATE:** Texas Department of Transportation  
ATTN: CTRMA Liaison  
7901 N. IH-35  
Austin, Texas 78753

**CTRMA:** Central Texas Regional Mobility Authority  
ATTN: Director of Operations  
3300 N. IH-35, Suite 300  
Austin, Texas 78705

and shall be deemed to be received by the addressee on the date so delivered or so deposited in the mail, unless otherwise provided within. Either party hereto may change the above address by sending written notice of such change to the other.

**ARTICLE 15. PUBLIC INFORMATION AND CONFIDENTIALITY**

Except as may be necessary to comply with requirements of the Texas Public Information Act (the "TPIA"), no party shall disclose any information received from the other party under this agreement without the prior, express written consent of the party whose information is to be disclosed. Each party agrees to notify the other party no later than five (5) business days after a party receives a request for public information under the TPIA if that request seeks the disclosure of information provided by the other party under this agreement. The notice required by the preceding sentence shall include a copy of the request for public information received by the party providing the notice.

**ARTICLE 16. COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, each party shall furnish the other party with satisfactory proof of this compliance. The parties shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

**ARTICLE 17. PROHIBITION AGAINST VIDEOTAPING OF VIDEO FEED**

The parties shall not copy nor duplicate, or allow to be copied, any of the video feeds that are provided by the other party in connection with this agreement without the prior written consent of the party providing the video feed.

**ARTICLE 18. AUDITOR'S PROVISION**

The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

CTRMA may conduct an audit or investigation of any entity receiving funds from CTRMA directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the CTRMA, under the direction of the CTRMA's Chief Financial Officer, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the CTRMA with access to any information the CTRMA considers relevant to the investigation or audit.

**ARTICLE 19. SIGNATORY WARRANTY**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN TESTIMONY WHEREOF**, TxDOT and the CTRMA have executed this agreement.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mike Heiligenstein, Executive Director

**THE STATE OF TEXAS**

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Omar De Leon, P.E., Austin District Director of Operations

**ATTACHMENT A**

**Descriptions and Specifications of Rights Granted**

<b>RIGHTS GRANTED</b>	
<b>By TxDOT</b>	<b>By CTRMA</b>
<ol style="list-style-type: none"> <li>1. Provide Real Time Traffic Data consisting of speed, volume, travel time, occupancy, vehicle classification, road weather, incidents and events, and origin-destination from TxDOT deployed devices and other procured data services.</li> <li>2. Provide Real Time Full-Motion streaming video from TxDOT deployed CCTV cameras.</li> <li>3. Provide Real Time Message Status of TxDOT deployed DMS.</li> <li>4. Provide Real Time Signal Status from TxDOT operated and maintained Traffic Signals.</li> <li>5. Provide Real Time Incident, Events, Wrong Way Driving, and Other Safety Critical Transportation Related Alerts.</li> <li>6. Right to use TxDOT ITS Software as a client at secure levels to be determined by TxDOT for all transportation related data.</li> <li>7. Right to be configured as a Lonestar client to the TxDOT CCTV Control Software with privilege for camera selection and access to pan, tilt, zoom, and take snapshots to obtain transportation related information in accordance with the guidelines established by TxDOT.</li> <li>8. Provide coordinated access and use, where feasible, to TxDOT unused infrastructure (ITS conduits, fiber optic strands, poles, and node cabinets), to support equipment needed to share ITS Data between TxDOT, CTRMA, and other regional agencies, provided it does not interfere with TxDOT equipment and business operations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide Real Time Traffic Data consisting of speed, volume, travel time, occupancy, vehicle classification, road weather, incidents and events, and origin-destination from CTRMA deployed devices and other procured data services.</li> <li>2. Provide Real Time Full-Motion streaming video from CTRMA deployed CCTV cameras.</li> <li>3. Provide Real Time Message Status of CTRMA deployed DMS.</li> <li>4. Provide Real Time Incident, Events, Wrong Way Driving, and Other Safety Critical Transportation Related Alerts.</li> <li>5. Right to use CTRMA ITS Software as a client at secure levels to be determined by CTRMA for all transportation related data.</li> <li>6. Right to be configured as a Lonestar client to the CTRMA CCTV Control Software with privilege for camera selection and access to pan, tilt, zoom, and take snapshots to obtain transportation related information in accordance with the guidelines established by CTRMA.</li> <li>7. Provide coordinated access and use, where feasible, to CTRMA unused infrastructure (ITS conduits, fiber optic strands, poles, and node cabinets), to support equipment needed to share ITS Data between TxDOT, CTRMA, and other regional agencies, provided it does not interfere with CTRMA equipment and business operations.</li> </ol>

<b>PROVISION OF INFRASTRUCTURE</b>	
<b>By TxDOT</b>	<b>By CTRMA</b>
<ol style="list-style-type: none"> <li>1. Operate, Maintain, and Upgrade, as needed, the communication and connection infrastructure previously established for ITS Data Sharing between TxDOT and CTRMA.</li> <li>2. Retain ownership of TMC hardware, software, ITS data, and communications provided by TxDOT.</li> <li>3. TxDOT is responsible for all cost of TxDOT materials, operation, and maintenance.</li> </ol>	<ol style="list-style-type: none"> <li>1. Operate, Maintain, and Upgrade, as needed, the communication and connection infrastructure previously established for ITS Data Sharing between TxDOT and CTRMA.</li> <li>2. Retain ownership of TMC hardware, software, ITS Data, and communications provided by CTRMA.</li> <li>3. CTRMA is responsible for all cost of CTRMA materials, operation, and maintenance.</li> </ol>

<b>NON-MONETARY COMPENSATION</b>	
<b>By TxDOT</b>	<b>By CTRMA</b>
<ol style="list-style-type: none"> <li>1. None</li> </ol>	<ol style="list-style-type: none"> <li>1. None.</li> </ol>

**ATTACHMENT B****Guidelines for Use of State Equipment and Infrastructure**

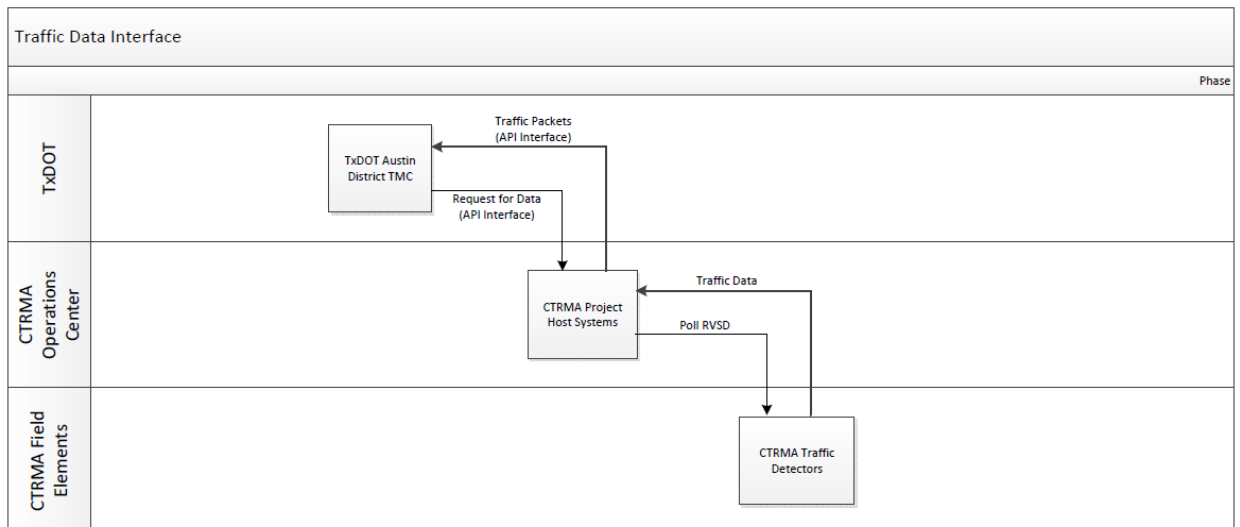
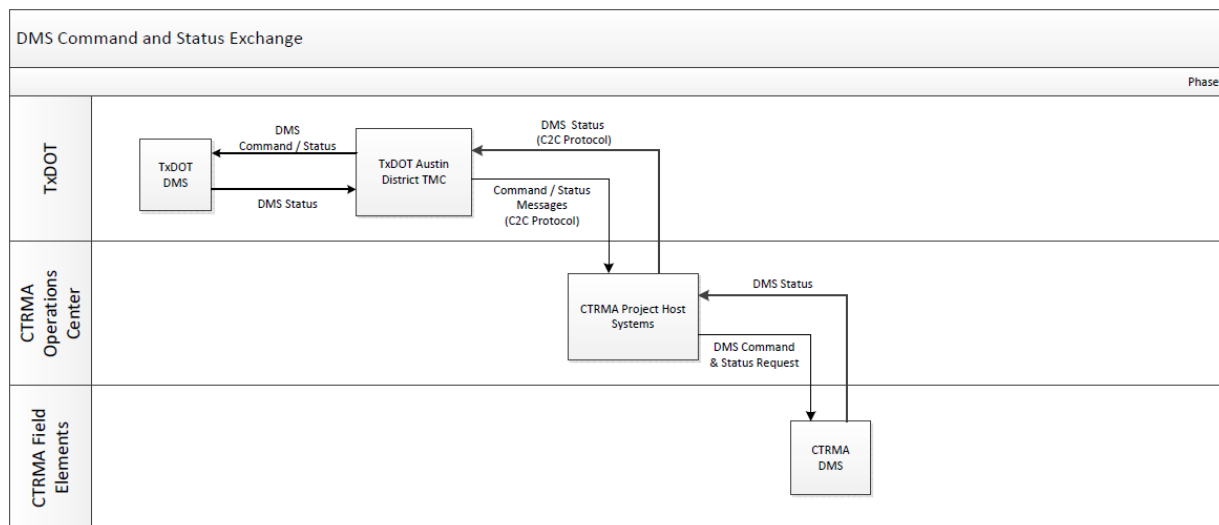
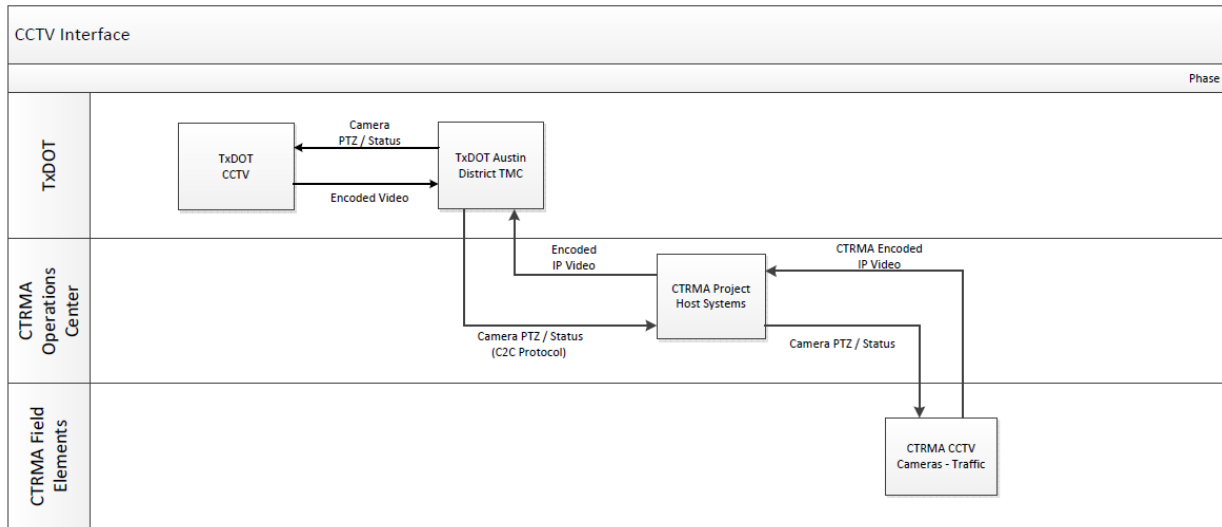
(Applicable to Rights Granted in Attachment A)

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**ITS FIELD EQUIPMENT: Closed Circuit Television (CCTV) Cameras; Dynamic Message Sign (DMS); Highway Advisory Radio (HAR) System; Lane Control Signal (LCS) System**

1. During periods of peak traffic flow, access shall normally be limited to the owning party. Peak traffic flow is normally considered to exist regularly during two periods of the day, Monday through Friday. In general, one period of peak traffic flow exists in the early morning and the other period of peak traffic flow exists in the late afternoon. Additional periods of peak traffic flow may exist at other times during the weekday and weekend due to special events and public gatherings. Precise times of regular and additional anticipated peak periods of traffic flow shall be the sole determination of the owning party and may change from time to time.
2. During an incident, access shall normally be limited to the owning party and local emergency service agencies. An incident is defined as any condition in which traffic flow is not normal. As an example, abnormal traffic flow could be caused by debris in the road, such as a mattress or board, or could be caused by non-recurring congestion, such as on-lookers to an automobile accident, public gathering, construction, or roadway maintenance. The duration of the incident shall be considered complete once the party's and/or emergency service personnel and vehicles have departed from the incident scene and traffic flow has returned to normal.
3. During periods described above in which the party's normal daily operations have ceased or local emergency service agencies do not operate, access to the party's equipment shall be limited to the following:
  - CCTV – pan, tilt, and zoom controls shall be limited to obtaining broad general traffic information. Panning, tilting, or zooming to obtain visual detailed information of an incident scene or traffic flow is limited to the owning party and emergency service agencies at all times.
  - DMS and HAR – messages shall be limited to a pre-approved library and schedule of broad general traffic information. Removal of existing messages and posting of new messages shall require approval by the owning party or emergency personnel, and be limited to pre-approved library and hierarchy rules for control.
  - LCS – indicators will be turned off. If an incident requires activation of LCS, owning party or emergency personnel must be contacted for direction.
4. During all other periods, not described above, access shall be limited to obtaining and providing transportation-related information only.
  - CCTV pan, tilt, and zoom for enforcement and any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of pan, tilt, and zoom.
  - Changes to DMS, HAR or LCS settings for any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of DMS, LCS or HAR control.
5. Access to ITS field equipment may be withdrawn at any time by the owning party without notice if access is determined to not be in the best interest of the party.

## ATTACHMENT C Connectivity Diagram



**PROPOSED NETWORK CONNECTIVITY**

**TOD - TxDOT - CTRMA Network Interfaces  
For  
Center to Center (C2C)**

**Interface between TxDOT and CTRMA**

Schneider Electric (November 11th, 2014)  
Revision 3B

**NOTES:**

1. CTRMA to Provided ALL GBIC SFP and all SM Jumper required to connect CTRMA to TOD's Point of Interface.

2. All Cross-Connects necessary to establish continuity over TOD fiber assigned to CTRMA to be provided, installed and maintained by TOD.

(A) - Two Dedicated Fibers

(B) - Four Dedicated Fibers

3. All Equipment, Cables and Power required for establishing connection to TxDOT's ITS network to be provided, installed and maintained by TxDOT.

4. All Equipment, Cables and Power required to establish connection to CTRMA's network to be provided, installed and maintained by CTRMA.

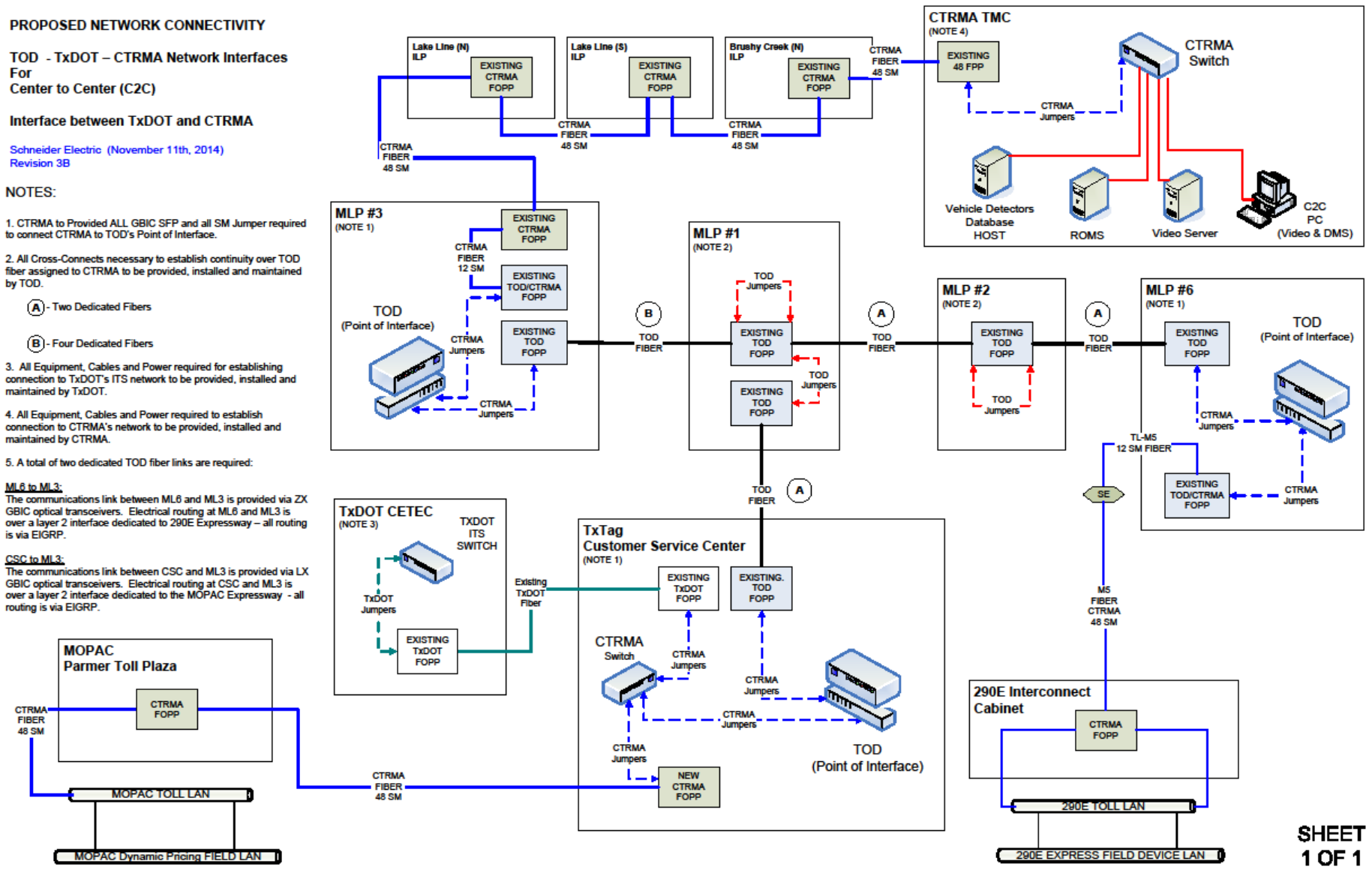
5. A total of two dedicated TOD fiber links are required:

**ML6 to ML3:**

The communications link between ML6 and ML3 is provided via ZX GBIC optical transceivers. Electrical routing at ML6 and ML3 is over a layer 2 interface dedicated to 290E Expressway - all routing is via EIGRP.

**CSC to ML3:**

The communications link between CSC and ML3 is provided via LX GBIC optical transceivers. Electrical routing at CSC and ML3 is over a layer 2 interface dedicated to the MOPAC Expressway - all routing is via EIGRP.



**SHEET  
1 OF 1**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #5**

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Approve Amendment No. 1  
to the First Amended and Restated  
Maintenance Contract with Kapsch  
TrafficCom USA, Inc. to change the hours of  
operations for the Traffic & Incident  
Management (TIM) Center

**Strategic Plan Relevance:** Deliver Multi-faceted Mobility Solutions; Invest in Efforts that Extend Beyond Roadways

**Department:** Operations

**Contact:** Tracie Brown, Director of Operations

**Associated Costs:** Not Applicable

**Funding Source:** Not Applicable

**Action Requested:** Consider and act on draft resolution

**Summary:**

**Background -** The Central Texas Regional Mobility Authority entered a contract with Caseta Technologies, Inc. in 2007 for the design, procurement, and installation of a toll collection system on the Authority's turnpike system. Kapsch TrafficCom USA, Inc. is the successor in interest to the contract with Caseta Technologies, Inc., serving as the Mobility Authority's toll system integrator (TSI).

In this role, Kapsch installs and maintains the Authority's toll system equipment hardware, software and intelligent transportation systems (ITS). Kapsch also provides license plate image review and transcription services necessary to facilitate the billing of the Authority's Pay By Mail toll transactions.

**Current Action -** Section M3.01 of the *First Amended and Restated Maintenance Services Contract for the Central Texas Regional Mobility Authority Toll Collection System* summarizes the scope of work for express lane operations and traffic & incident management activities. The agreement requires Kapsch to staff the Traffic & Incident Management (TIM) Center during peak hours described as 5:30 am - 8:00 pm, five (5) days a week, excluding holidays. Subsection A3.2 breaks those hours into two shifts – a morning shift (5:30 am – 1:30 pm) and an afternoon shift (12:00 – 8:00 pm).

Staff proposes amending the language regarding hours of operations to two 8-hour shifts, deleting any reference to specific time periods. This change allows the Authority's staff and Kapsch to work together to respond to traffic ebbs and flows varying operational needs.

There is no cost for this change. No further amendments are proposed regarding staffing levels, pricing or any key performance indicators (KPIs) and their related damages.

**Previous Actions** - In November 2019 the CTRMA Board approved the *First Amended and Restated Maintenance Services Contract for the Central Texas Regional Mobility Authority Toll Collection System* between the Authority and Kapsch TrafficCom, USA. The agreement provides for enhanced maintenance services for the roadside lane equipment, project host server, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch. Also covered by this contract is operational support of the Authority's TIM Center.

**Action Requested / Staff Recommendation** - Staff recommends approval of Amendment No. 1 of the First Amended & Restated Maintenance Services Contract with Kapsch TrafficCom to change the hours of operations for the Traffic & Incident Management (TIM) Center.

**Financing** - Not Applicable

**Backup Provided** - Draft Resolution  
Amendment No. 1 to the First Amended & Restated Maintenance Services Contract



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

**RESOLUTION NO. 20-0XX**

**APPROVING AMENDMENT NO. 1 TO THE FIRST MENDED AND RESTATED  
MAINTENACE SERVICES CONTRACT WITH KAPSCH TRAFFICCOM USA, INC.**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Maintenance Services Contract (Maintenance Services Contract) with Kapsch TrafficCom USA, Inc. (Kapsch); and

WHEREAS, the Executive Director and Kapsch have negotiated proposed Amendment No. 1 to the Maintenance Services Contract to modify the hours of Kapsch staff present at the Mobility Authority's Traffic and Incident Management Center; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 1 to Maintenance Services Contract with Kapsch in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to finalize and execute Amendment No. 1 to the Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc. in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

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

**Exhibit A**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

\*\*\*\*\*

**AMENDMENT NO 1 TO THE FIRST AMENDED AND RESTATED  
MAINTENANCE SERVICES CONTRACT FOR  
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
TOLL COLLECTION SYSTEM**

THIS AMENDMENT TO THE FIRST AMENDED AND RESTATED MAINTENANCE SERVICES CONTRACT is made to be effective as of the 1<sup>st</sup> day of November , 2020, (the “Effective Date”) by and between the Central Texas Regional Mobility Authority (“the Authority” or “CTRMA”), a political subdivision of the State of Texas, and Kapsch TrafficComm USA, Inc. (“Contractor” or “Kapsch”) with offices located at 8201 Greensboro Drive, Suite 1002, McLean, Virginia 22102002, McLean, VA 22102.

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority approved an Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc. (“Maintenance Services Contract”); and

WHEREAS, the Authority and Kapsch wish to further amend the Maintenance Services Contract as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CTRMA and the Contractor hereby agree as follows:

Section M3.01 of the Scope of Work Summary is amended to read:

The TSI shall staff the TIM Center during peak hours, five (5) days a week excluding holidays in accordance with the Work Breakdown Structure and Staffing Plan (Exhibit B). In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

Section A3.2 ELCC Supervisors and Operators is amended as follows:

In addition to an ELCC Shift Supervisor, there shall be a minimum of two (2) full-time equivalent ELCC Operators covering two 8-hour shifts, one in the morning and one in the afternoon, five (5) days per week. The specific hours will be negotiated by Mobility Authority and Kapsch staff to ensure that TIM Center operations are sufficiently monitored.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Maintenance Services Contract as of the date first above written.

“CTRMA”:  
CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

By: \_\_\_\_\_  
Mike Heiligenstein, Executive Director

“Contractor”:  
KAPSCH TRAFFICOM USA, INC.

By: \_\_\_\_\_  
Name: Peter Aczel  
VP & General Manager, Delivery &  
Title: Operations, Central Region

ATTACHMENTS:  
Attachment M-1      Scope of Work

**INSERT ATTACHMENT M-1**  
**SCOPE OF WORK**  
**(Revised 10/27/2020)**

**TOLL COLLECTION SYSTEM MAINTENANCE SERVICES**

**SCOPE OF WORK**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

## SCOPE OF WORK

### M1.0 General

#### M1.01. Background

The Central Texas Regional Mobility Authority (CTRMA) designated the US183-A Turnpike Project as the first priority for implementation in conjunction with the TxDOT plans for development of the Central Texas Turnpike Project (CTTP). Subsequent to the implementation of the design/build process for the US183-A Turnpike Project, the Capital Area Metropolitan Planning Organization (CAMPO) approved the implementation of the proposed Toll Implementation Plan to construct additional capacity on various segments of highway network in the CAMPO Long-Range Plan as toll road facilities as part of the CTRMA Turnpike System. Several of the toll road segments are in various stages of project development, in design or construction by TxDOT, and it is intended that these proposed segments as identified in *Attachment D* also will be implemented by the CTRMA as parts of its Turnpike System. The Toll Collection System for the various segments of the CTRMA Turnpike System as shown in *Attachment D* includes various combinations of Electronic Toll Collection (ETC), and Express ETC.

#### M1.02. Summary Scope of Work

The Contractor shall maintain the portions of the Toll Collection System that have received Acceptance as they come on line until Project Acceptance at which time the entire CTRMA Toll Collection System shall be under the Maintenance Services Agreement (“the Maintenance Contract”). For the purpose of scoping the work and the fee structure, the two phases of the Project are considered separate.

### M2.0 Scope of Work Elements

#### M2.01. Scope of Work

The Contractor’s responsibilities shall include preventive, predictive, corrective and emergency maintenance of the entire CTRMA Toll Collection System.

## **1. Lane Systems**

- In-lane Toll Collection System Software
- Lane Controllers
- AVI System
- AVC System
- VES Equipment and Computers
- Equipment in road-side cabinets

## **2. Plaza System**

- Toll Collection System Software
- Plaza Computer Systems (Operating System, Database, Disks, etc.)
- Plaza Workstations
- Emergency Generators
- UPS
- Communications Equipment

## **3. Host System**

- Toll Collection System Software including MOMS and Security Access Software
- Host Computer Systems (Operating System, Database, Tape Library, Disks etc.)
- Security Access System
- Communications Equipment
- Host Workstations
- Host Printers and other Toll Collection Equipment

### **M3.0 MoPac Express Lane Operations and Staffing**

The following overview outlines the basic concept of the MoPac Operations, Image Review and Maintenance and Support of the MoPac Express Lanes Project (Express Lanes). Once the project is in revenue collection The Express Lanes are Intended to serve as a reliable north-south travel option along MoPac from Parmer Lane to Lady Bird Lake.

This Scope of Work includes the services, provided by Kapsch TrafficCom USA, Inc. (formerly known as Schneider Electric) as the Tolls Systems Integrator (TSI), associated with maintenance and operation of the MoPac Managed Lanes project which Includes the Express Lanes Command Center (ELCC), Image Review, Trip Building and monitoring and maintenance of the Express Lanes. The TSI is responsible for the operation and maintenance of the variable tolling system (Toll System) and related Intelligent Transportation Systems in



support of the Toll Management System (TMS) described in Toll System and Toll-related ITS Design, Installation, and Testing, Work Authorization 10 (WA#10). The TMS components include, but not limited to closed circuit television (CCTV) cameras, traffic detection system (TDS), variable toll message signs (VTMS), VTMS cameras and VTMS Automatic Vehicle Identification (AVI) equipment. The TSI shall meet the Service Level Agreements and Key Performance Indicators provided in Exhibit 5-1: Service level Agreements and Key Performance Indicators within WA#10. For Maintenance, the TSI's duties, Responsibilities and Liabilities in regard to Performance Measurements are contained within the Maintenance Contract, executed March 3, 2007; Sections 7 Contractor Representations and Warranties and 10.0 Performance Measurement.

The Express Lanes will be in operation and collecting tolls 24 hours a day, 7 days a week, 365 days a year based on current approved business rules, with the exception of limited periodic maintenance intervals.

The Mobility Authority will be responsible for operations of the EXPRESS LANES.

### **M3.01. Scope of Work Summary**

This Scope of Work covers two tasks outlined below:

**Task 1 – Operations:** Manage and operate the Express Lanes Command Center (ELCC) located at 104 North Lynnwood Trail, Cedar Park, Texas 78613, for the purposes of monitoring, supporting Austin Public Safety staff in returning the Express Lanes to normal operational flow, image review and trip building. The term of the Operations Contract shall be for an initial period of one (1) year (the “Initial Term”), commencing on the Effective Date of Day One of Toll Revenue Collection. The Initial Term shall be extended automatically for successive periods of one (1) year each unless and until terminated otherwise. The Operations Contract may be terminated by either party upon the expiration of the Initial Term or any subsequent one-year extension of this Operations Contract, provided that at least ninety (90) days’ written notice is given to the other party prior to the expiration of the Initial Term and any additional subsequent terms.

**Task 2 – Maintenance:** Provide monitoring, operations and maintenance support for roadside and Intelligent Transportation (ITS) Equipment identified in WA #10, Exhibit A; Section A3.04, to monitor and validate the accurate operations of the Express Lanes, the Project Host and the Toll System

#### **M3.01.01. Task 1 - Operations**

- The TSI shall staff the TIM Center during peak hours, five (5) days a week excluding holidays in accordance with the Work Breakdown Structure and Staffing Plan (Exhibit B). In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

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- This task consists of work necessary to provide on-site monitoring of the ELCC and the systems, variable pricing engine, toll rates, performance of manual tasks necessary for the system's effective operation, and the operations of the ELCC.
- TSI shall provide on-site monitoring and traffic control device operation. TSI shall provide the required level of personnel necessary to cover shifts. Shifts can be split or modified, as long as the appropriate staffing levels are maintained
- TSI shall provide continuous monitoring of the variable pricing engine results, participate and lead toll rate discussions, provide tuning and configuration updates to the parameters required to meet the CTRMA goals.
- TSI shall provide on-site monitoring of closed-circuit television, police radio channels, public safety computer-aided dispatch terminals, Internet-based information sources and software programs
- The EXPRESS LANES will be operated with variable pricing. Operators will strive to maintain reliable travel conditions through the use of variable tolls, established to proactively monitor demand on the facility. Reliable travel conditions are defined as Level of Service (LoS) C or better, with average speeds of 53 mph or higher.
- EXPRESS LANES operations will be monitored, and pricing may be adjusted manually if necessary, to achieve the desired effect on traffic. However, it is the intent the system will operate in an automated manner, to the extent possible, under normal traffic conditions. Traffic sensors will be used to monitor continuously the operating conditions of the EXPRESS LANES and a variable toll rate will be calculated to manage demand, in order to maintain an acceptable LoS.

## *Operations Staffing*

TSI shall provide the services including, but not limited to, management, administrative and technical aspects of the Operations Contract. All activities are required to be tracked, meeting minutes produced, and coordination activities documented.

TSI shall provide CTRMA with Operations Manager for the life of the Contract, as well as an Operations Supervisor for the Operations staff. Any changes to the TSI Operations Manager or any of the other indicated personnel in this Contract shall be subject to review and approval by CTRMA in writing. The hiring and training timeline of these personnel is referenced in the Work Breakdown Structure and Staffing Plan (Attachment A)

### *A3.2 ELCC Supervisor and Operators*

TSI shall provide the names and resumes for all management positions. TSI shall provide the names for all non-management positions. Operations staff classifications will include the following TSI positions, as a minimum:

1. ELCC Shift Supervisor
2. ELCC Operators (2)

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In addition to an ELCC Shift Supervisor, there shall be a minimum of two (2) full-time equivalent ELCC Operators covering two 8-hour shifts, one in the morning and one in the afternoon, five (5) days per week. The specific hours will be negotiated by Mobility Authority and Kapsch staff to ensure that TIM Center operations are sufficiently monitored-

## *Purpose*

The primary purpose of the Operations Staffing is to provide a weekday AM and PM peak staff to operate the EXPRESS LANES, which includes:

1. Monitor, direct, and administer the personnel designated to operate and support the Tolling, TMS, and Managed Lanes system.
2. Perform traffic incident detection and verification using the TMS and available tools.
3. Provide reporting and announcement of roadwork, incidents and events.
4. Support the CTECC by reporting incidents when detected, as well as support First Responders in incident management and recovery.
5. Coordinate operations & roadwork information with various partner agencies.
6. Provide training of staff and updates of procedures to facilitate the improvement of operations and day-to-day interaction.
7. Provide support during emergencies, storms, and other significant events.
8. Support the development of continuous improvement processes through performance measures and self-assessments.
9. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the work in accordance with project documents.

## *Duties*

- The duties for Task 1 consist of all work necessary to manage all of the Personnel included, but not limited to, general oversight of ELCC operators, Quality Assurance and Quality Control, operational assistance during emergencies; weather-related storms, and other significant events as well as general contract administration. It also includes participation in meetings by the TSI.
- TSI personnel shall be scheduled to work Monday through Friday from 5:30am – 8:00pm. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift.

## *Sub-Task Descriptions for Task 1 - Operations:*

- a. TSI shall employ, train, supervise, and schedule ELCC operators. The hiring and training timeline of these personnel is referenced in Exhibit B, MoPac Staffing Plan. This shall include accommodating vacations, sick leave, and

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other absences of CTRMA Operations personnel by providing adequate training and supervision of relief operators, and on-call personnel.

- b. TSI Operations personnel shall be responsible for issuing a work order for equipment repair and helping to establish priorities for repair of failed equipment shall also be considered part of this task.
- c. TSI shall attend regular meetings with CTRMA to cooperatively identify and prioritize work to be performed.
- d. TSI shall maintain records and documentation as directed to support the overall operations of the ELCC and provide data for documenting performance measures and progress.
- e. TSI shall participate in post-incident debriefings with all appropriate Agencies involved in managing such major traffic incident, to determine whether existing operating procedures should be changed.
- f. TSI personnel assigned to this task shall be available to respond to electronic notifications within one hour during off-duty hours to provide assistance as appropriate. In the event of a significant incident or situation outside of the scope of the Standard Operating Procedures.
- g. TSI shall provide adequate staff and resources for all tasks and activities throughout the duration of the contract, including planned and unplanned staff absences, emergencies, storms, and other significant events.
- h. TSI shall prepare and submit monthly invoices and progress reports in accordance with applicable CTRMA requirements. Clerical/Administrative support staff will prepare consultant invoices, reports, forms, letters, and any other official project related correspondences, as well as hiring of staff and or other personnel related duties. The Clerical/Administrative support staff are not expected to have ELCC-related activities as a full-time task nor are they to be based at the TIMC.
- i. During peak periods, on holiday weekends, special events, and/or emergency conditions, greater levels of staffing may be required by CTRMA. If CTRMA deems additional TSI personnel are necessary to operate the expanded functions of the MoPac project, the TSI shall provide extra staff (provided a minimum of four-hour notice is provided) for the short-term. In no event shall the TSI operator leave the ELCC unstaffed during an emergency, active event or incident, even at the end of a shift. If CTRMA determines the additional ELCC staff will be a permanent position requirement, the staffing level shall be adjusted via supplemental agreement. Additional pricing estimates shall be provided upon request.

- j. TSI shall participate in the monitoring of traffic incidents by issuing appropriate notifications to the CTECC and activating motorist information resources from the ELCC during the previously given hours of operation. All other times the CTECC will be monitoring for incidents. Problems encountered with any of the systems must be reported immediately to the appropriate systems support personnel as described in the Standard Operating Procedures. TSI shall update social media as defined in the Standard Operating Procedures on behalf of the CTRMA.
- k. TSI shall provide coordinated monitoring of incidents with CTRMA and outside agency personnel. Incident monitoring shall be performed in accordance with the Standard Operating Procedures.
- l. TSI shall answer phone inquiries and coordinate incident-related activities with operational partners and provide them with the necessary information about traffic conditions. Telephone calls from the media shall be referred to appropriate CTRMA Personnel.
- m. TSI shall perform Trip verification activities, inspection of queued images within 48 hours to verify posting of toll rates and charges for trips.
- n. TSI shall perform Trip verification activities, including visual inspection and verification of toll charges for Trips within 72 hours as described in the Image Review Operational Procedures.
- o. TSI will provide Image Reviewed plates for trip building purpose and image-based tolling that will be sent directly to Image Billing vendor as described in the Image Review Operational Procedures.

### **M3.01.02. Task 2 - Maintenance**

- TSI shall provide monitoring, support and maintenance for all items installed and integrated as part of the MIP. These items include, but not limited to items identified in WA #10, Exhibit A, Appendix F and Exhibit H: four (4) gantry locations for toll system installation, Variable toll message signs (VTMS) and VTMS cameras, traffic detection systems, CCTV cameras, Project Host, servers, generators, uninterruptable power supplies, toll collection equipment, cameras, switches, cabling, Violation Enforcement System, software and configuration items for Automatic Vehicle Identification, Automatic Vehicle Detection System, Image Capture and Processing System, Digital Video Audit System.
- TSI shall ensure the MoPac Express Lanes system meets the Service Level Agreements and Key Performance Indicators identified and agreed to in Work Authorization #10, Section 5 Performance Requirements.

## *Sub-Task Descriptions for Task 2 – Maintenance:*

- a. Four toll collection points are defined on the MoPac Expressway. TSI will be responsible for maintaining the entirety of the Express Lanes, including all components provided directly by the system integration contract with Kapsch TrafficCom.
- b. On-site monitoring of traffic control device operation, managed lanes, and variable message sign system of the systems includes monitoring of and dialog with, but not limited to:
  - i. The relevant software program and the associated/related field equipment; and
  - ii. The software computer programs that allow operators to create/activate/deactivate messages on variable message signs. Each of these sets of computer programs provides for operator dialogue using computer terminals.

### **M3.02. Contract Support**

This task covers work by TSI to update Standard Operating Procedure manuals for use in day-to-day operations and to provide necessary training. CTRMA shall review and approve proposed training procedures. TSI shall provide materials to CTRMA documenting the training of personnel. This task also includes proactively assisting CTRMA in minimizing the impact of construction, maintenance, and other activities on the motoring public.

#### *5.1 Sub-Task Descriptions for Support Task:*

- a. TSI shall work with CTRMA to develop and update the Standard Operating Procedures (SOP) Manuals for use. Due to the nature of operations, this shall be an ongoing task that will take place at any time an SOP needs to be updated. TSI shall, at a minimum, review all SOPs on a semi-annual basis and provide CTRMA with recommendations for changes to address current operational conditions.
- b. TSI shall provide training to new operations personnel and in-service training to existing staff. The training shall be based on the current CTRMA SOP manuals. Training shall be provided on an as-needed basis as TSI staff is transitioned into the project; when new or significant changes are applied to SOPs or software programs; or when individual operator performance indicates the need for remedial training. Training shall include formal classroom style exercises and hands-on training. The training shall provide for knowledge checks to ensure they are competent prior to their being assigned to the operations tasks. Training shall also include side-by-side mentoring in

the form of assignment to the operations tasks for at least one week under the supervision of a Supervisor. This applies to both new operators and operators for whom remedial training is required.

- c. In order to keep the staff current with their abilities, TSI shall conduct “in-service” training to all staff. This shall be in the form of written exercises, or other CTRMA approved methods, and shall take place at least once per month.
- d. Maintenance Personnel and other entities with approved, planned lane closures on State Highways will send information to the TMC describing the details of the activities and lane closures in advance of the closure. TSI personnel will enter this information into the TMS software, prepare DMS plans for the work, and forward non-maintenance work and DMS plan information to appropriate CTRMA personnel, in accordance with Standard Operating Procedures.
- e. On a daily basis, TSI personnel shall review systematically the roadwork information received at the ELCC and identify those locations competing needs for lane closures exist. TSI personnel shall notify the appropriate parties when a conflict is identified. It will be the responsibility of the competing parties to resolve the conflict.
- f. On a daily basis, and in accordance with Standard Operating Procedures, TSI personnel shall prepare and distribute a summary report of the scheduled roadwork and send roadwork notifications to CTRMA personnel.

### **M3.03. PERFORMANCE MANAGEMENT**

TSI shall carry out all Work in accordance with the Project Schedule and in a prompt, skillful and careful manner, using qualified personnel and in accordance with the “Standard of Care” defined as that level of care and skill ordinarily exercised by other employees currently practicing in the same locality under similar conditions. Employees shall perform the Work in a manner that is coordinated with contractor activities on the Project, and in accordance with the terms and conditions of this Work Authorization and the Agreement.

TSI will ensure that operators are compliant with established corporate policy regarding performance evaluation, training, and mentoring. Performance reviews and improvement will also be in accordance with established corporate guidelines.

### **M3.04. Staffing Management**

TSI shall ensure employees meet the following minimum requirements:

- 1) Current driver license or Texas Identification (ID) card in accordance with the Texas Statutes.
- 2) Minimum age of eighteen (18) years old.
- 3) Proof of education, certifications, diploma(s), degree(s), professional affiliation(s).
- 4) Document the minimum of the last five (5) employment positions unless having worked less after graduating high school or college.

TSI shall conduct reference checks on all TSI personnel proposed to be used on/during this Contract and will keep all reference records on file and available to CTRMA for the Contract period.

TSI, during the Contract period, shall, prior to hiring, have resumes of all proposed staff and all new hires along with copies of Driver's Licenses or State of Texas issued ID on file for CTRMA review.

## **M4.0 Maintenance Plan**

The Contractor shall create a Maintenance Plan that covers all aspects of the CTRMA Toll Collection System pertinent to the Scope of Work.

The Maintenance Plan will be updated periodically by mutual agreement of the parties as they deem reasonably necessary.

### **M4.01. Coverage**

The Contractor will provide maintenance services on a seven (7) day a week/twenty-four (24) hours a day basis with the following response and repair times depending on severity of incident, except where otherwise specified in an approved roadway maintenance manual.

- A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.
- Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.
- A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.

For purposes of the above, response time is defined as the period beginning when the Contractor is notified of a problem and ending when the Contractor's maintenance



technician creates a ticket. Repair time is defined as the period beginning when the Contractor's ticket is acknowledged and ending when the fault is corrected. Response and repair time for every maintenance event will be recorded and made available to the CTRMA.

For all remote Express Toll Locations on the State Highway System, the Contractor shall work with CTRMA in scheduling and coordinating any maintenance, adjustments, and repair activities involving active traffic lanes for setting up the lane and accessing the equipment in the lane. All maintenance, adjustments, and repair activities within State highways will be subject to the review and approval by TxDOT and the CTRMA.

## **M4.02. Notification Procedures**

The Contractor may be notified of Toll Collection System malfunctions, problems, and discrepancies in several different ways. There can be verbal notification from a CTRMA employee, written notification from an authorized CTRMA employee, verbal notification from CSC/VPC staff, and MOMS messages from the MOMS or other MOMS notification system (i.e., automatic paging, etc.).

In all cases, it shall be the responsibility of the Contractor to log all reported problems with all pertinent information concerning the problem into MOMS. After receiving notification, the Contractor shall confirm the problem directly with the reporting individual or other CTRMA personnel at the location of the problem. The Contractor shall then dispatch the appropriate maintenance personnel to resolve the problem.

### **M4.02.01. Verbal Notification**

Verbal notification of a maintenance call shall be defined as in-person, telephone, or pager call, and subsequent return telephone call by the Contractor. In all cases, the first conversation with or page of the Contractor shall signify the start of response time for purposes of measuring the Contractor's response time.

### **M4.02.02. Written Notification**

Written notification shall be defined as a written description of a problem, typically provided by the CTRMA or the VPC.

### **M4.02.03. MOMS Notification**

MOMS notification shall consist of the MOMS software identifying a problem with the system. MOMS message information shall be provided in the maintenance reports, as described elsewhere in this document.

## **M5.0 Spare Parts**

Spare parts prior to Project Acceptance will be procured through the Toll Collection System Contract. Notwithstanding anything to the contrary in this specification, the Contractor shall purchase on behalf of the CTRMA (and at the CTRMA's expense) an initial stock of spare parts and equipment for the Toll Collection System at such time as the CTRMA and the Contractor shall mutually agree at the cost of such spare parts and equipment without any 10% mark-up.

### **M5.01. Procurement**

The Contractor shall purchase all spares on behalf of the CTRMA in a manner to ensure that the CTRMA obtains the benefit of all warranties associated with such spares. The cost of the spare parts shall not include any mark up and shall be agreed to prior to the Effective Date. The Contractor shall maintain and track the inventory of all spares and consumables for the CTRMA using the MOMS and shall provide the CTRMA with a list itemizing all spares and consumables in the CTRMA's inventory as reasonably requested, but not more frequently than once a month. All of the CTRMA's spares and consumables shall be maintained by the Contractor free and clear of all liens and encumbrances of any kind whatsoever at locations to be agreed upon between the CTRMA and the Contractor. The CTRMA shall have the right to inspect the spares and consumables inventory during normal business hours and shall give the Contractor written notice any time the CTRMA removes any of its spares or consumables.

### **M5.02. Inventory Management**

The Contractor's performance of the Maintenance Services is predicated on there being an adequate spares inventory available. The Contractor shall provide no less frequently than annually a list of recommended spares quantities, and it is the CTRMA's responsibility to approve the purchase of the spares to be made. The CTRMA will hold harmless the Contractor in the event spares are not available as a consequence of the CTRMA's not accepting the Contractor's recommended quantity of spares. The Contractor shall hold harmless the CTRMA in the event spares and/or consumables are not available as a consequence of the Contractor's failure to purchase the spares and/or consumables ordered by the CTRMA.

The Contractor shall be responsible for providing all miscellaneous repair parts and materials costing less than \$20 per item, at its own expense, which shall include, but not be limited to, fuses, touch-up paint, screws and nuts, wire, connectors, cables, labels, and insulating tape, as required, to comply with the requirements of these specifications. The Contractor will provide normal shop consumables (e.g., solder, lubricants, cleaning rags, etc.) and spares costing less than \$20 per item, excluding toll system consumables (e.g., magnetic media, batteries, receipt printer paper, light bulbs, etc.), at no additional cost to the CTRMA.

The Contractor shall cooperate with and assist the CTRMA as reasonably necessary to ensure that all spare parts, equipment and other CTRMA owned property stored or otherwise located on the Contractor's leased property shall not be subject to any risk of being confiscated, claimed, attached, or withheld by the Contractor's landlord, any of the Contractor's creditors or any similar risk. This cooperation shall include, but not be limited to, affixing appropriate labeling to all such property. The Contractor's Maintenance Facility and/or any location where CTRMA equipment is stored shall be secured and connected to the Security Access System. It is also recommended that the Contractor's Maintenance Facility be part of the CTRMA network and all Contractor access to the CTRMA System be made through this network. It is the Contractor's responsibility to ensure that the Contractor Maintenance Staff have access to the MOMS and all the required connections are established.

## **M6.0 Staffing**

As of the Effective Date, the Contractor shall have the following full-time personnel situated in Austin. Changes in the scope of work, including, but not limited, to the addition or subtraction of lanes and/or equipment may cause changes in the staffing levels.

- Maintenance Manager (who shall be responsible for overseeing the performance of the Service)
- Maintenance Technicians
- Network/System Engineer (can be remote)

An office housing the administrative functions and the central repair depot (including the spares warehouse) will be located in the Austin metropolitan area.

A senior employee of the Contractor shall be identified with overall responsibility for overseeing the performance of the Maintenance Contract and managing the Maintenance Services.

The Contractor shall ensure that the field maintenance team has technical support in the areas of radio frequency, hardware, systems, communications and software.

## **M7.0 Personnel Training**

The Contractor's field technicians shall have completed training courses, as evidenced by the resumes provided by the Contractor to the CTRMA, prior to being assigned to work on the CTRMA Toll Collection System. The Contractor shall provide for any necessary supplemental training of all maintenance technicians for the Toll Collection System, which shall be scheduled such that it will be completed no later than one (1) week prior to field installation of the any new lane configurations. The training shall consist of a minimum of two (2) weeks of both hands-on classroom instruction and on-the-job training.

## **M7.01. Staff Assignments**

Maintenance staff shall be part of the Contractor's field installation team to obtain first-hand experience with the equipment.

The Contractor's Maintenance Technicians responsible for the field repairs shall be trained for major module/PC board swap-out. The Contractor's Technicians, because of experience at the bench level, shall also be trained to repair equipment at the component level as needed.

## **M7.02. Training Materials**

Training materials shall consist of maintenance manuals, vendor manuals and other documentation that may be provided by the Contractor or by the CTRMA, as well as classroom training materials to be developed by the Contractor.

## **M7.03. Training Program**

The content of the training course shall contain but not be limited to the following:

- Use of maintenance documentation such as maintenance manuals, drawings, parts lists and vendor manuals
- A maintenance program showing personnel assignments, transportation requirements and communications
- Systems overview
- Theory, use, preventive maintenance, troubleshooting, diagnostics, repair and testing of the lane to plaza to host interaction ("System"), lane to plaza interaction ("Sub-system"), and repairs to equipment or components (assembly/ sub-assembly/ component), and lane operations
- System preventive maintenance at the host, plaza and lane levels, including schedules
- Maintenance facilities (including equipment)
- Corrective and emergency maintenance procedures (troubleshooting, diagnostics, repair, testing and post-maintenance)
- Spare parts and spare equipment provisioning
- Use of maintenance tools
- Response times, expected repair times
- Maintenance facility procedures
- Maintenance forms and maintenance reports

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The Contractor's Maintenance Manager shall attend the training course with the Maintenance Technicians and the CTRMA staff shall also attend the training. The Contractor shall establish procedures for training new-hire or replacement personnel and shall provide refresher training for the existing maintenance force. New hire or replacement personnel shall receive the same hands-on classroom and on-the-job training as specified in this section before being assigned official maintenance duties.

The Contractor shall keep training records on all maintenance personnel. The CTRMA shall be allowed to audit maintenance personnel qualifications and training records at any time during this Contract.

The Contractor shall supply training procedures for maintenance personnel for CTRMA approval not less than 60 days prior to the training start date.

## **M8.0 Safety**

The Contractor shall adhere to the CTRMA's safety procedures set forth in the Maintenance Plan.

## **M9.0 Reporting Requirements**

The CTRMA and its Representatives shall always have access to all service records.

### **M9.01. Field/Shop Maintenance Records**

The Contractor shall maintain current and accurate records for all field and shop maintenance work. The Contractor shall prepare a service report every time service is performed for corrective or emergency work and such information shall be entered MOMS. The report shall include, but not be limited to notification time, notification procedure (verbal, written, or MOMS), plaza ID and lane number (if in-lane equipment) or equipment location, toll collector's ID number (if a collector is in the lane), equipment description, work or service performed, reported fault, parts used and the time the service was started and completed. One copy of all service reports and records shall be forwarded to the CTRMA once every month. All preventive and predictive maintenance activities shall be reported in the same manner as corrective and emergency maintenance work.

### **M9.02. Summary Reports**

Monthly maintenance summary reports shall be prepared and submitted to the CTRMA. These reports shall include, but not be limited to, average repair times, failure statistics, spare parts and spare equipment used, spare parts and spare equipment disposition (i.e. returned to manufacturer for repair, in maintenance shop for repair, etc.), total down time of the equipment and other summary information for all classes of equipment.

## **M10.0 System Documentation**

The Contractor shall maintain one full set of all Toll Collection System documentation including, but not limited to, as-built drawings, toll equipment service manuals, computer manuals, software documentation, parts lists and other data as may be required for record purposes at the toll maintenance shop. In addition, one (1) versioned set of complete documentation shall be maintained by the Contractor in a documentation management system.

The Contractor shall furnish all maintenance personnel with appropriate System documentation as may be required to perform their respective duties.

All System documentation shall be recorded at the toll maintenance shop. The documentation provided and/or assembled under the Maintenance Contract shall be considered proprietary and confidential. The Contractor's employees shall not reproduce the documentation or discuss the contents of the documentation with the CTRMA toll collectors or other unauthorized personnel.

## **M11.0 Performance Measurement**

The CTRMA will review the Contractor's performance on a monthly basis, utilizing the monthly summary reports provided by the Contractor, in addition to input from the CTRMA staff. Performance will be measured by:

- Comparing average response times and repair time in each "Priority" category described under "Coverage" in Subsection M3.01 for the current month, year to date, and since Notice to Proceed for this Maintenance Contract with the requirements specified in the Technical Requirements.
- Failure to keep accurate records or otherwise improperly reporting maintenance activities.
- Review of spare parts and spare equipment availability

As described in the Restated Maintenance Agreement, the Contractor will be notified in writing of deficient performance and shall take corrective actions.

## **M12.0 Key Performance Indicators**

Kapsch proposes the following Key Performance Indicator (KPI) measurements for Maintenance services. These KPIs are measurable values that demonstrate achievement of key business objectives, while also including either liquidated damages for missed targets or lost revenue.

Audits conducted by CTRMA or its third party vendor will be completed according to the schedule set forth below or at CTRMA's discretion.

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KPI ID	KPI Name	Key Performance Indicator Description	KPI	Maximum Liquidated Damages (per calendar month)	Testing Frequency
1	AVD	The vehicle detection subsystem shall detect 99.90% of vehicles passing through the Toll Zone once and only once under all conditions within the Design specification described in the requirements, including vehicles in the shoulders and straddling the lane and shoulder. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.	99.90%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
2	AVC	The AVC subsystem shall correctly classify 99.50% of all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lanes. Shoulders are excluded from this calculation. Kapsch will reconcile discrepancies from CTRMA audits. Variance may be dependent on vehicle volume.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
3	AVI	The AVI subsystem will correctly detect, read and assign to the correct vehicle 99.90% of all properly installed Transponders on all detected vehicles at speeds from 5 mph up to and including 100 mph, including vehicles in the shoulders and straddling the lanes.	99.90%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
4	LPIC	The LPIC subsystem will capture one front human readable license plate image or one rear human readable license plate image and associated to the correct vehicle for	99.50%	\$200 per gantry location-per each 0.1% below	Audits by CTRMA at their discretion, executed by

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		99.50% of all detected vehicles traveling at speeds from 5 mph up to and including 100 mph, including vehicles straddling the lane and shoulder.		threshold	CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
5	IR	For transactions rejected by the manual review process, less than 1.00% shall have incorrect code-off results.	<1.00%	\$200 per gantry location-per each 0.1% below threshold	Audits by CTRMA at their discretion, executed by CTRMA, with minimum transaction count as determined by audit confidence as a threshold.
6	Trip	99.50% of all transactions shall be correctly assembled into trips.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
7	Trip	99.99% of all trips shall be transmitted to the CTRMA primary host system within 4 calendar days of the exit transaction of the trip.	99.99%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
8	MVD	The volume provided by Traffic Detection Systems (MVD) shall be 95.00% accurate.	95.00%	\$200 per gantry location-per each 0.1% below threshold	Monthly with minimum transaction count as determined by audit confidence as a threshold.
9	Host	100% of all transactions must be processed within 20 days of their transaction timestamp. A transaction qualifies as “processed” if the transaction has reached its final destination within the CTRMA	100.00%	Actual revenue above \$5,000 (calculated using liquidation rate) AND	Monthly



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		Transaction processing workflow. The transaction processing workflow is responsible for achieving the required 20 day processing limit within the agreed constraints of external vendor processing quantity allowances.		2. 50% of any indirect costs incurred greater than \$5,000, with a limit of \$50,000 per occurrence in addition to any direct damages applicable per <i>Section 7. Performance Guaranty</i>	
10	IR	For transactions requiring manual review process, 99.50% shall be completed within 72 hours from the time the transaction qualified for manual review.	99.50%	\$200 per gantry location-per each 0.1% below threshold	Monthly Calculated based on number of transactions within a month vs. number not processed within 72 hours.
11	Reports	1. The monthly report, accurately detailing system performance relative to all Project KPIs, shall be submitted to CTRMA each month. 2. System and as necessary manual report to be provided by the contractor to indicate performance. 3. Contractor to provide complete report, cover page, table of contents, KPI table and summaries, format to be agreed upon by Contractor and CTRMA.	By the 15th of the following month	Cannot invoice for monthly maintenance without submitting this report.	Monthly
12	Availability	Each ETC lane shall be available 99.50% of the time. An available lane is defined as a lane with the ability to collect revenue either through image capture or tag read and association.	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for the this section.	Monthly
13	Availability	The Host Level system shall be available 99.50% of the time. An available host is defined as a fully operating host such that Reports, ROMS, and transaction processing are online (with the exception of approved downtime for maintenance purposes).	99.50%	N/A - KPI #9 (Host) covers the maximum liquidated damages for this section.	Monthly

# Attachment M-1

*Revised Oct 27, 2020*

14	Availability	Express Lanes CCTV shall be available 99.50% of the time, excluding scheduled maintenance.	Express: 99.50%	\$200 per each 0.5% below threshold	Monthly
15	Availability	Non-Express CCTV shall be available 95.00% of the time, excluding scheduled maintenance.	Non-Express: 95.00%	\$200 per each 0.5% below threshold	Monthly
16	Availability	DMS shall be available 95.00% of the time, excluding scheduled maintenance.	95.00%	\$200 per each 0.5% below threshold	Monthly
17	Availability	Express MVDs shall be available 99.50% of the time per segment, excluding scheduled maintenance.	Express: 99.50%	Express: \$100 per each 0.5% below threshold per segment.	Monthly
18	Availability	MVDs shall be available 95.00% of the time per device, excluding scheduled maintenance.	Non-express: 95.00%	Non-Express: \$100 per each 0.5% below threshold per device.	Monthly
19	VTMS Availability	The VTMS System will be available as outlined below, excluding scheduled maintenance. Availability of 99.95%, with a 15 minute grace period for emergency maintenance.	99.95%, 15 min. grace excluded	Actual revenue above \$5,000 (calculated using liquidation rate).	Monthly
20	VTMS Accuracy	The System will post and maintain the correct toll rate to the VTMS 99.90% of the time per VTMS under all conditions within the Design specification described in the requirements.	99.90%	\$200 per each 0.5% below threshold	Monthly
21	Time to Respond – Priority 1	On Average, all priority 1 tickets must be acknowledged within 1 hour of ticket creation. A Priority 1 Maintenance Event is defined as any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel.	N/A	\$200 if average is > 1 hour	Monthly
22	Time to Repair - Priority 1	On Average, all priority 1 tickets must be repaired within 4 hours of ticket acknowledgement.	N/A	\$350 if average is > 4 hour	Monthly
23	Time to Respond – Priority 2	On Average, all priority 2 tickets must be acknowledged within 1 hour of ticket creation. Priority 2 Maintenance Event is defined as any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance.	N/A	\$200 if average is > 1 hour	Monthly

# Attachment M-1

Revised Oct 27, 2020

24	Time to Repair - Priority 2	On Average, all priority 2 tickets must be repaired within 12 hours of ticket acknowledgement.	N/A	\$350 if average is > 12 hour	Monthly
25	Time to Respond – Priority 3	On Average, all priority 3 tickets must be acknowledged within 1 hour of ticket creation. A Priority 3 Maintenance Event is defined as any action or event reported that will/may impact operational performance, has potential of degrading the System performance, and has no impact to revenue collection.	N/A	\$200 if average is > 1 hour	Monthly
26	Time to Repair - Priority 3	On Average, all priority 3 tickets must be repaired within 36 hours of ticket acknowledgement.	N/A	\$200 if average is > 36 hour	Monthly

## M13.0 Confidentiality

The Contractor shall keep all information regarding its activities pursuant to this Contract confidential and will communicate such information only with authorized CTRMA personnel or CTRMA designated representatives.

[ END OF SECTION ]



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #6**

---

Approve Work Authorization No. 2  
under the First Amended and Restated  
Maintenance Contract with Kapsch TrafficCom  
USA Inc. for the replacement of toll equipment  
cameras on the 183A and 290E toll facilities

**Strategic Plan Relevance:** Deliver Multi-faceted Mobility Solutions

**Department:** Operations

**Contact:** Tracie Brown, Director of Operations

**Associated Costs:** not to exceed \$936,006.56

**Funding Source:** Capital Budget

**Action Requested:** Consider and act on draft resolution

**Summary:**

**Background** – The Central Texas Regional Mobility Authority entered into a contract with Caseta Technologies, Inc. in 2007 for the design, procurement, and installation of a toll collection system on the Authority’s turnpike system. Kapsch TrafficCom USA, Inc. is the successor in interest to the contract with Caseta Technologies, Inc., serving as the Mobility Authority’s toll system integrator (TSI).

In this role, Kapsch installs and maintains the Authority’s toll system equipment hardware, software and intelligent transportation systems (ITS). Kapsch also provides license plate image review and transcription services necessary to facilitate the billing of the Authority’s Pay By Mail toll transactions.

**Current Action** – As described in the fiscal year (FY) 2021 Operating Budget, one of the core services of the Mobility Authority’s Operations Department is overseeing maintenance to ensure the accuracy and dependability of the agency’s ITS and toll systems. The approved FY 2021 Operating Budget document includes allocations to procure spare parts, enhance the operation of systems and implement proactive maintenance to system components deployed on various project roadways that are nearing end-of-life.

Under Work Order #154 Kapsch will replace aging cameras and strobes on the 183A Toll Phases I & II and 290 Toll. This action will reduce the number of toll transactions rejected due to poor image quality and increase the Authority's opportunity to collect the related revenue.

The total cost of this Work Order is not to exceed \$936,006.56. This expenditure is budgeted in the FY 2021 Capital Budget under Renewal & Replacement.

**Previous Actions** – At its October 28, 2020 meeting the CTRMA Board approved Work Authorization #1 under the *First Amended and Restated Maintenance Services Contract for the Central Texas Regional Mobility Authority Toll Collection System* between the Mobility Authority and Kapsch TrafficCom, USA. This Work Authorization covered a number of work orders that upgrades key toll system components and facilitate the purchase of spare parts. The total cost of this Work Authorization was \$1,318,005.27.

The Restated Maintenance Agreement was approved in November 2019 and provides for enhanced maintenance services for the roadside lane equipment, project host server, intelligent transportation systems (ITS), wrong way detection and communication infrastructure installed by Kapsch TrafficCom. Also covered by this contract is Kapsch's operational support of the Authority's Traffic & Incident Management (TIM) Center.

**Action Requested / Staff Recommendation** – Staff recommends approval of Work Authorization No. 2 under the First Amended and Restated Maintenance Contract for the Central Texas Regional Mobility Authority Toll Collection System with Kapsch TrafficCom USA Inc. for maintenance of tolling and intelligent transportation systems.

**Backup Provided** - Draft Resolution

Toll System Maintenance Work Authorization No. 2

Kapsch TrafficCom CTRMA WO #154, Camera/Strobe Upgrade

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

**RESOLUTION NO. 20-0XX**

**APPROVING WORK AUTHORIZATION NO. 2 UNDER THE FIRST AMENDED AND  
RESTATED MAINTENANCE SERVICES CONTRACT WITH KAPSCH TRAFFICOM  
USA, INC. FOR THE REPLACEMENT OF TOLL EQUIPMENT CAMERAS ON THE  
183A AND 290E TOLL FACILITIES**

WHEREAS, by Resolution No. 19-072 dated November 20, 2019, the Central Texas Regional Mobility Authority (Mobility Authority) approved an Amended and Restated Maintenance Services Contract (Maintenance Services Contract) with Kapsch TrafficCom USA, Inc.; and

WHEREAS, the Executive Director and Kapsch TrafficCom USA, Inc. have negotiated proposed Work Authorization No. 2 under the Maintenance Services Contract for the replacement of cameras on the 183A and 290E toll facilities which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 2 in an amount not to exceed \$936,006.56 and in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Work authorization No. 2 under the Amended and Restated Maintenance Services Contract with Kapsch TrafficCom USA, Inc.; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Work Authorization No. 2 with Kapsch TrafficCom USA, Inc. on behalf of the Mobility Authority in an amount not to exceed \$936,006.56 and in the form or substantially the same form attached hereto as Exhibit A; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

---

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

**Exhibit A**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

\*\*\*\*\*

**WORK AUTHORIZATION WORK AUTHORIZATION NO. 2  
TOLL SYSTEM MAINTENANCE**

**THIS WORK AUTHORIZATION (“WA No. 2”)** is made pursuant to the terms and conditions of the Article 2 of the First Amended and Restated Maintenance Services Contract dated November (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 2 as the “System Integrator” or “SI”).

**PART I.** The Contractor will perform toll system maintenance services generally described in the Kapsch Work Order attached hereto as **Attachment A**.

**PART II.** The maximum amount payable under this WA No. 2 is \$936,006.56. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

**PART III.** Payment to the Contractor for the services established under this WA No. 2 shall be made in accordance with the Contract.

**PART IV.** This WA No. 2 shall become effective on the date both parties have signed this WA No. 2. This WA No. 2 will terminate the work order is complete and accepted by the Mobility Authority, or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract.

**PART V.** This WA No. 2 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 2, as such responsibilities and obligations under the Contract remain in full force and effect.

**KAPSCH TRAFFICCOM, USA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name and Title



**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Heiligenstein, Executive Director

**LIST OF ATTACHMENTS**

**Attachment A            Kapsch Work Orders for Toll System Maintenance**

**ATTACHMENT A**

**KAPSCH WORK ORDERS  
FOR TOLL SYSTEM MAINTENANCE**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **System Integration Agreement**

**CTRMA Toll Systems Integration**



**CTRMA WO-154, Camera/Strobe Upgrade**

October 27, 2020

**Change Request Description**

<b>Request ID</b>	CTRMA-WO-154
<b>Request Date</b>	10/27/2020
<b>System Module</b>	Cameras / Strobes
<b>Change Type</b>	Equipment

**Description**

Camera/Strobe Replacement

**Affected Project**

- 183
- 290
- Mopac
- SH71

**Affected Requirements**

Image Review KPI's

**Affected System Processes:**

Image Capture

**Description of the Solution**

- Replace aging Cameras and Strobes on 183A and 290E.
  - Lake Line Mainline: 12
  - Park Street Mainline: 12
  - 183 Direct Connectors: 12
  - Springdale Ramps: 8
  - Giles Ramps: 8
  - Giles Mainline: 16
  - Harris branch: 8
  - Parmer Mainline: 8
- Aim, Focus, adjust for image quality.
- Run transactions in each lane to ensure quality images are in the host.
- Includes road closures for Camera/Strobe replacement at these locations.
  - 2 closures SEDC Mainline.
  - 2 closures WNDC Mainline
  - 1 closure at Springdale EB ramp
  - 1 closure at Springdale WB ramp
  - 1 closure at Giles LN EB ramp
  - 1 closure at Giles LN WB ramp
  - 2 closures at Giles EB Mainline
  - 2 closures at Giles WB Mainline
  - 1 closure at Harris Branch EB ramp
  - 1 closure at Harris Branch WB ramp
  - 1 closure at Parmer EB Mainline
  - 1 closure at Parmer WB Mainline
- \$3500/closure, plus \$1,000 per officer = \$4,500 x 16 closures. Will attempt to perform all tasks in the 16 nights (\$72,000) but may need 18 nights (\$81,000) for unforeseen issues.
- Kapsch will provide a Project Schedule. Must be completed before June 2021.

<b>Impact</b>	<input checked="" type="checkbox"/> High	<input type="checkbox"/> Medium	<input type="checkbox"/> Low
<b>Total</b>	<b>\$936,006.56</b>		
<b>Quantity</b>	Pricing good for 60 Days from requested date		
<b>Quantity</b>	84 JAI Cameras 84 JAI Strobes 8 Spare JAI Cameras only (no housing) 10 Spare JAI Camera I/O Boards		



**System Integration**

**WO-CTRMA-154-Camera-Strobe  
Upgrade\_V2.4.docx**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

	<b>Materials / Equipment</b>	<b>Quantity</b>	<b>Price</b>	<b>10% Markup</b>	<b>Extended Price</b>
1	JAI Camera P/N: 31016592	84	\$541,800.00	\$54,180.00	\$595,980.00
2	Strobe	84	\$142,800.00	\$14,280.00	\$157,080.00
3	Spare I/O Board	10	\$7,000.00	\$700.00	\$7,700.00
4	Spare camera and Lens	8	\$51,600.00	\$5,160.00	\$56,760.00
5	Camera / Strobe bracket	168	\$7,035.84	\$703.58	\$7,739.42
6	Mounting Hardware	1	\$2,006.96	\$200.70	\$2,207.66
7	0	0	\$0.00	\$0.00	\$0.00
<b>Total Hardware</b>					<b>\$827,467.08</b>

	<b>Labor</b>	<b>No. of Hours</b>	<b>Hr. Contract Rate</b>	<b>Total</b>
1	Software Engineer	0.00	\$157.59	\$0.00
2	System/Hardware Engineer	10.00	\$172.52	\$1,725.20
3	Technician	120.00	\$120.90	\$14,508.00
4	Business Analyst	0.00	\$157.59	\$0.00
5	Database Administrator	0.00	\$224.14	\$0.00
6	Documentation Clerk	10.00	\$161.66	\$1,616.60
7	Testing Engineer	0.00	\$171.17	\$0.00
8	Network Engineer/Administrator	0.00	\$156.22	\$0.00
9	Project Manager	12.00	\$224.14	\$2,689.68
<b>Total Hours:</b>		<b>152.00</b>	<b>Total Labor:</b>	<b>\$20,539.48</b>

	<b>Subcontractor</b>	<b>Quantity</b>	<b>Cost</b>	<b>10% Markup</b>	<b>Extended Price</b>
	MOT for Road Closures Not-to-exceed	16	\$80,000.00	\$8,000.00	\$88,000.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
	0	0	\$0.00	\$0.00	\$0.00
<b>Total Subcontractor</b>					<b>\$88,000.00</b>

	<b>ODCs / Travel</b>	<b>Quantity</b>	<b>Cost</b>	<b>10% Markup</b>	<b>Extended Price</b>
1	Air Fare	0	\$0.00	\$0.00	\$0.00
2	Mileage	0	\$0.00	\$0.00	\$0.00
3	Lodging	0	\$0.00	\$0.00	\$0.00
4	Per Diem	0	\$0.00	\$0.00	\$0.00
5	Car Rental	0	\$0.00	\$0.00	\$0.00
6	PM - Other/Misc.	0	\$0.00	\$0.00	\$0.00
7	Warr/Maint - Other/Misc.	0	\$0.00	\$0.00	\$0.00
<b>Total ODCs / Travel</b>					<b>\$0.00</b>

**TOTAL PRICE** **\$936,006.56**

<b>Client Acceptance:</b>	
Client name	
Date	
Signature	
<b>Kapsch Acceptance</b>	
Name	
Date	
Signature	

**1 Reference Documents**

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Mounting Hardware for 290E Camera Upgrade.xlsx  
 WO- 154 Camera replacement by location.pdf

**2 Document Version History**

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Version	Created	Created by	Comments
1.0	4/23/2020	Timothy Duke	Initial Submission based on e-mail.
2.0	09/09/2020	Timothy Duke	Pricing Update
2.1	10/02/2020	Timothy Duke	Update CTRMA logo
2.2	10/06/2020	Timothy Duke	Update to define MOT
2.3	10/16/2020	Lisa Gauger	Update doc naming details from CO to WO
2.4	10/27/2020	Timothy Duke	Update allocation location of Cameras

Turnpike	Plaza	Comments	Old Cameras	New Cameras	
183A	<b>Park Street Mainline</b>				
	Ln 5				
	Ln 6			2	
	Ln 7			2	
	Ln 8			2	
	Ln 9				
	Ln 10				
	Ln 11			2	
	Ln 12			2	
	Ln 13			2	
	Ln 14				
	<b>Lakeline Plaza NB</b>				
	Ln 1				
	Ln 2				2
	Ln 3				2
	Ln 4				2
	Ln 5				
	<b>Lakeline Plaza SB</b>				
	Ln 1				
	Ln 2				2
Ln 3				2	
Ln 4				2	
Ln 5					
Total cameras for 183A				24	
US290 E	<b>WNDC Connector 183 Entry</b>				
	Ln 1		2		
	Ln 2			2	
	Ln 3			2	
	Ln 4			2	
	Ln 5		2		
	<b>SEDC Connector 183 Exit</b>				
	Ln 1		2		
	Ln 2		2		
	Ln 3			2	
	Ln 4			2	
	Ln 5			2	
	<b>SpringDale Road EB</b>				
	Ln 1				2
Ln 2				2	
<b>SpringDale Road WB</b>					



US290 E

US290 E

US290 E

Ln 1			2
Ln 2			2
<b>Giles Lane EB</b>			
Ln 1		2	
Ln 2			2
<b>Giles Lane WB</b>			
Ln 1		2	
Ln 2			2
<b>Giles Mainline</b>			
Ln 1		2	
Ln 2			2
Ln 3			2
Ln 4			2
Ln 5			2
Ln 6		2	
Ln 7		2	
Ln 8			2
Ln 9			2
Ln 10			2
Ln 11			2
Ln 12		2	
<b>Crofford Harris Branch EB</b>			
Ln 1			2
Ln 2			2
<b>Crofford Harris Branch WB</b>			
Ln 1			2
Ln 2			2
<b>Parmer Mainline</b>			
Ln 1		2	
Ln 2			2
Ln 3			2
Ln 4			2
Ln 5			2
Ln 6		2	
<b>SH130 DC WB</b>			
Ln1	newer cameras		
Ln2	newer cameras		
Ln3	newer cameras		
Total 290 Cameras		24	56
Total With New 1000's with zoom and focus			80
Total With Old 1000's from 183A		24	
Spare New 1000's			4



AmteX Precision Fabrication  
 3920 Bahler Avenue  
 Manvel, TX 77578-2823  
 United States of America

Ph: 281.489.7042

Fax: 281.489.1992

**Quote**

ID: 25343 Date: 08-Sep-20

**To**

Kapsch TrafficCom Transportation NA, Inc.  
 7701 Metropolis Dr.  
 Bldg. 14 Suite 100  
 Austin, TX 78744  
 United States of America

**Quote To**

Tim Duke  
 Kapsch TrafficCom Transportation NA, Inc.  
 7701 Metropolis Dr.  
 Bldg. 14 Suite 100  
 Austin, TX 78744  
 United States of America

Ph: 713-920-6838

Ph: 713-920-6838

Terms		Ship Via		Salesperson
Net 45		Best Way		AS
Quantity	Description	Unit Price	Amount	
	*** EMAIL ALL PURCHASE ORDERS TO <a href="mailto:amtexpo@amtexprecision.com">amtexpo@amtexprecision.com</a> ***			
	Line: 001 Part: CAMERA BRACKET CAMERA BRACKET FAB PER DRAWING RECIEVED 9/4/20 MATERIAL = .1875" 316 SS NO FINISH TOLERANCE +/- .03 CROSS PATTERN SLOTS			
168	ea	\$41.88		\$7,035.84
	LEAD TIME 3-4 WEEKS		Total:	\$7,035.84
	THANK YOU FOR THE INQUIRY! WE APPRECIATE THE OPPORTUNITY TO QUOTE!			

08 September 2020

In Reply Refer To: QUS200141



See the possibilities

Attention: Sean Staehli  
Rolando Sevilla

Kapsch TrafficCom North America  
7701 Metropolis Dr. Building 14  
Austin, TX 78744

Subject: Fixed Price Quotation for JAI Traffic Solutions  
products in support of your CTRMA SH290 project.

Reference: Your request for WO-154, GP0000005545-001

Gentlemen,

In response to your request, JAI Traffic Solutions is pleased to submit  
this fixed price quotation in support of your on-going SH290 project.

The pricing outlined herein shall remain valid until 10/08/20. This  
Quotation consists of this cover letter along with the enclosed Pricing  
Summaries and [Terms of Sale and Delivery].

Thank you for your continued support and consideration. Should you  
have any questions, please feel free to contact Frank Long at (630) 293-  
9377.

Thank You and Best Regards,

Frank Long  
Traffic Solutions Manager, USA  
JAI Traffic Solutions  
(630) 293-9377

JAI Inc.  
6800 Santa Teresa Blvd  
Suite 175  
San Jose, CA 95119  
USA

Toll-free phone  
+1 800 445-5444  
Phone  
+1 408 383-0300  
Fax  
+1 408 383-0301

www.jai.com

ISO 9001:2000 certified

**JAI Proprietary Information**

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the  
Written Permission of JAI, Inc.

**SH290 VES System - Pricing Summary:**  
**Table 1 -Lane Hardware equipment & Spares:**

Item	Qty	Model	Description	Unit Price (US \$)	Total Price (US \$)
01	84	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, including: Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$541,800
02	84	TNL-50	JAI SAP P/N: 31015651 TNL-50 Blue LED Flash for ORT Lane illumination	\$1,700	\$142,800
<b>Recommended Spares:</b>					
03	8	VIS-CAM-1000-AIO	JAI SAP P/N: 31016592 Vehicle Imaging Subsystem, Including: TS-5000EN High Resolution Progressive scan Monochrome Camera in an AIO Housing w/ Filter, BLUE LEDs, 14-50mm Motorized Zoom & Focus, Vari-focal Lens and control, 24VDC/50W heaters and Pan/tilt/Roll mount.	\$6,450	\$51,600
04	10	EIO-303	JAI P/N: 20009593 IO board for the VISCAM 1000 camera(s).	\$700	\$7,000
			Total Hardware Fixed Price		\$743,200

**JAI Proprietary Information**

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the Written Permission of JAI, Inc.



**Notes:**

1. Above prices are for SH290 only and apply to your VES retrofit project ONLY!
2. The above pricing shall remain valid for a period of thirty (30) days from the date of this submittal and is conditioned upon the Conditions of Sale outlined below.

**JAI Proprietary Information**

The Information contained herein is Proprietary to JAI and shall not be Disclosed to Third Parties Without the Written Permission of JAI, Inc.

**TERMS OF SALE AND DELIVERY OF JAI INC.,**  
**(“JAI”), 625 RIVER OAKS PARKWAY, SAN JOSE, CA 95134, USA**

**These Terms of Sale and Delivery (the “Standard Delivery Terms”) is part of the Agreement and shall apply to any Product sold and any Support provided by JAI to a purchaser (the “Purchaser”). In case of any differences between these Standard Delivery Terms and the general terms of the Purchase Order, these Standard Delivery Terms and any other of JAI’s standard terms referred to in the Agreement shall prevail unless otherwise expressly agreed in writing.**

**1. Definitions:**

The following expressions shall have the following meanings:

“**Agreement**” means JAI’s quotation to the Purchaser, the Purchaser’s order, JAI’s confirmation of the Purchaser’s order and any of JAI’s standard terms referred to by JAI in its quotation and/or order confirmation.

“**Hardware**” means all goods acquired by the Purchaser under the Agreement, save for the Software.

“**Product**” means any Hardware and any Software.

“**Software**” means any software acquired by the Purchaser under the Agreement.

“**Standard Test Procedures**” are the latest released test procedures used by JAI production department.

“**Support**” means any support provided by JAI to the Purchaser according to the Agreement.

**2. Product Information and Prices:**

Data in product information are binding only to the extent that they are by reference expressly included in the Agreement. Technical documents, quotation or other price information concerning the Product may not be used by Purchaser for any other purpose than for which they were submitted and may not be communicated to a third party.

**3. Validity of offers, etc.:**

Where no specific term or acceptance of an order is indicated, the term of acceptance shall be 30 days from the date of JAI’s quotation to the Purchaser.

The Agreement shall be deemed legally entered into with binding effect between JAI and the Purchaser as per the date of JAI’s confirmation of the Purchaser’s order (date of the Agreement).

**4. Test:**

Prior to delivery of Hardware JAI will conduct a test of the Hardware at JAI’s facilities in accordance with JAI’s Standard Test Procedures and specifications applicable. Upon mutual agreement between JAI and Purchaser the test may derogate from the Standard Test Procedures, provided that Purchaser defrays all additional costs in relation to the test.

**5. Delivery:**

The Product is delivered in accordance with the following terms:

–“**FOB**” (California Commercial Code), JAI (with respect to deliveries to Purchasers domiciled within the United States),

–“**Ex Works**” (Incoterms 2000), JAI (with respect to deliveries to Purchasers domiciled outside the United States). Delivery date shall be the date set out in the Purchase Agreement and shall be considered punctual where effected either on or within 30 days after the date of delivery set out in the Agreement. If no delivery date is stated in the order from the Purchaser, then the delivery date set out in JAI’s confirmation of the Purchaser’s order shall apply.

In the event that a delivery from JAI is delayed, the Customer will without undue delay be informed in writing about a new expected delivery date. Where JAI fails to deliver in time on the expected delivery date, the Purchaser may request in writing that delivery be effected and stipulate a last, reasonable time limit of not less than 14 days. If JAI fails to deliver within the stipulated time limit, and this is not due to circumstances, for which the Purchaser can be held liable, the Purchaser shall be entitled to rescind the Agreement by written notification to JAI with respect to such part of the Product that cannot be put to the intended use.

JAI shall not be liable for any direct or indirect damages that the Purchaser may encounter or suffer as a result of late delivery of the Products and the Purchaser shall in no event be entitled to claim compensation for any default on the part of JAI, irrespective of whether such a default is attributable to JAI.

JAI shall not be liable for defects caused by occurrences after the risk in the Hardware has passed to the Purchaser.

**6. Payment Terms:**

All prices quoted by JAI are in US Dollars, exclusive of VAT and any other direct or indirect taxes, duties or levies chargeable on the Product. The agreed purchase price shall be payable in cash upon delivery.

In the event of delayed payments an interest of the lesser of (i) two (2) % per commenced month or (ii) the highest rate permitted by applicable law is accrued and JAI is entitled to withhold any other orders placed and/or part deliveries not yet effected until the Purchaser has settled all outstanding amounts with JAI (including interest). If outstanding amounts are not fully settled by Purchaser three months after the due date, JAI may rescind the Agreement immediately and without prior notice.

**7. Retention of Title:**

The Product shall remain JAI’s property until the full purchase price, including interest and costs, as well as all claims with respect to transportation, and any amounts to which JAI is entitled pursuant to the parties’ contractual relationship, have been settled in full.

**8. Support:**

JAI provides support to the Purchaser for all Hardware sold. The support will be provided subject to availability of the support engineer and consists of the following:

- a) Data sheet, product manuals, installation manuals and interface manuals are available from the JAI WEB.
- b) Telephone support within normal office hours regarding technical matters related to operation and maintenance of the Hardware.
- c) Email support is provided based on receipt of a detailed description of the question/problem. A reply can normally be expected within 72 hours.
- d) Unless covered by separate agreement between the Purchaser and JAI (e.g. JAI’s Standard Terms of Camera Interface Software Development Support), assistance regarding interface software used in connection with the Hardware is provided on an hourly basis calculated on actual hours used at US \$ 225 per hour subject to availability of our software engineer.
- e) The hourly rate for support engineers is US \$ 175 per hour subject to availability of support engineer.
- f) Any travel expenses will be charged at cost plus 15%

JAI reserves the right to change, at any time, all prices in this clause 8 without prior notice to the Purchaser and the prices set forth in this clause 8 are subject to such subsequent changes.

**9. LIMITED WARRANTY:**

THE LIMITED WARRANTY UNDERTAKEN BY JAI IN THIS CLAUSE 9 IS ONLY MADE IN RESPECT OF THE HARDWARE. JAI’S LIABILITY IN RESPECT OF SOFTWARE IS INCLUDED IN THE LICENSE TERMS. JAI WARRANTS THAT THE DELIVERED HARDWARE SHALL BE MANUFACTURED IN ACCORDANCE WITH GOOD WORKMANSHIP AND THAT

IT HAS PASSED THE TEST IN ACCORDANCE WITH THE APPLICABLE STANDARD TEST PROCEDURES. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAVE AS EXPRESSLY WARRANTED ABOVE IN THIS CLAUSE 9, THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE HARDWARE IS WITH THE PURCHASER. JAI SHALL IN NO EVENT BE ACCOUNTABLE FOR DEFECTS OR OTHER MATTERS RELATING TO THE PURCHASER’S OWN IT PLATFORM OR THE INTEGRATION OR INTERACTION BETWEEN THE HARDWARE AND THE PURCHASER’S OWN IT PLATFORM.

THE PURCHASER SHALL EXAMINE THE HARDWARE UPON RECEIPT AND ANY ALLEGED BREACH OF WARRANTY SHALL BE NOTIFIED TO JAI WITHIN 14 DAYS THEREAFTER. THE NOTICE SHALL CONTAIN A DESCRIPTION OF HOW THE ALLEGED BREACH MANIFESTS ITSELF. IF THE PURCHASER FAILS TO NOTIFY JAI IN WRITING WITHIN THE TIME LIMIT SET FORTH ABOVE, HE SHALL FORFEIT HIS RIGHT TO MAKE ANY CLAIM UNDER THIS WARRANTY. REMEDY OF THE DEFECT SHALL TAKE PLACE WITHOUT ANY UNDUE DELAY AT JAI’S PREMISES. TRANSPORT FROM PURCHASER TO JAI SHALL BE AT PURCHASER’S ACCOUNT AND RISK, WHILE TRANSPORTATION FROM JAI TO PURCHASER SHALL BE AT JAI ACCOUNT AND PURCHASER’S RISK.

IF JAI FAILS TO TAKE CORRECTIVE MEASURES WITHIN A REASONABLE PERIOD OF TIME AFTER HAVING RECEIVED THE DEFECT PARTS, THE PURCHASER MAY BY WRITTEN NOTICE REQUIRE JAI TO DO SO WITHIN A REASONABLE TIME NOT LESS THAN 14 DAYS.

THE SOLE LIABILITY OF JAI FOR BREACH OF THIS WARRANTY SHALL BE THE REPLACEMENT OF NON-PERFORMING PARTS OF THE HARDWARE WITHIN A REASONABLE TIME. JAI IS ONLY LIABLE FOR DEFECTS, WHICH APPEARS UNDER THE CONDITIONS OF OPERATION SET OUT IN DOCUMENTATION PROVIDED BY JAI TO PURCHASER AND UNDER PROPER USE OF THE HARDWARE.

JAI’S LIABILITY DOES NOT COVER ORDINARY WEAR AND TEAR OR DETERIORATION. THE WARRANTY IN THIS CLAUSE 9 EXPIRES 12 MONTHS AFTER THE DELIVERY OF THE HARDWARE.

**10. GENERAL LIMITATIONS:**

OF LIABILITY JAI SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE PRODUCT, INCLUDING ANY PRODUCT LIABILITY, AND/OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF DATA OR DATA BEING RENDERED INACCURATE (INCLUDING WITHOUT LIMITATION IN THE EVENT OF (I) FOUL WEATHER CONDITIONS (E.G. FOG, RAIN OR SNOW), (II) POWER CUT AND (III) FAILURE TO COMMUNICATE WITH GPS SATELLITE), LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE PURCHASER OR THIRD PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.

THE RESTRICTIONS IN JAI’S LIABILITY PROVIDED FOR IN THIS CLAUSE 10 SHALL NOT APPLY IN THE EVENT OF GROSS NEGLIGENCE ON JAI’S PART. HOWEVER, JAI AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE PURCHASER TO JAI PURSUANT TO THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE PURCHASER BECOMING AWARE OF THE BASIS FOR A CLAIM AGAINST JAI.

**11. Indemnification:**

The Purchaser shall indemnify and hold harmless JAI and its affiliates, officers, directors, employees and shareholders against and from all claims, demands, suits, costs (including reasonable attorneys’ fees), and actions in each case with respect to damages to property or injuries to persons that may be sustained by any third party and that are asserted against such an indemnified party on the basis of a defect in the manufacture or supply of the Products.

**12. Force Majeure:**

JAI shall not be liable for the following causes or events where such causes or events hinder the performance of the Agreement or make the performance thereof unreasonably onerous to JAI: Industrial disputes and any other cause or event beyond JAI’s control, including, but not limited to, fire, war, mobilizations or calling up for military service to a similar extent, riots, commotions, requisitions, confiscation, exchange control restrictions, transport hindrances, power restrictions, embargoes on imports or exports and defects or delays in deliveries on the part of subcontractors caused and labour disputes.

Notwithstanding the above, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than four (4) months by reasons of the force majeure as described in this clause 12.

**13. Export Control:**

Purchaser acknowledges that the Products are subject to regulation by agencies of the U.S. Government, which prohibits export or diversion of certain products and technology to certain countries. Any and all obligations of JAI to provide the Products or technical assistance related to the Products is subject in all respects to such United States laws and regulations as shall from time to time govern the sale and delivery of products abroad by persons subject to the jurisdiction of the United States. Purchaser will comply with the Export Administration Regulations and other United States laws and regulations governing exports in effect from time to time and, without limiting the above, Purchaser shall not export or re-export, or otherwise provide, the Products or any technical data related thereto to any country, or to a national of any country, as to which the U.S. Government has placed an embargo against the shipment of Products.

**14. General:**

Entire Agreement: These Standard Delivery Terms and the documents referred to herein, including without limitation the Agreement (together the “Transaction Documents”) constitute the entire agreement and understanding between JAI and Purchaser with respect to the subject matter of the Transaction Documents and supersedes all prior agreements and understandings, whether oral or written.

Amendment: Unless otherwise expressly stated herein, these Standard Delivery Terms may not be amended without the written consent of both parties.

Waiver: The waiver or failure of either party to exercise any right provided for in these Standard Delivery Terms shall not be deemed a waiver of any further right hereunder.

Assignment: Neither party may assign its rights or obligations under these Standard Delivery Terms except in the context of a merger, sale of substantially all assets or like transaction.

**15. Applicable Law and Venue:**

The Agreement (including for the avoidance of doubt these Standard Delivery Terms between JAI and the Purchaser) shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. Any disputes or claims arising out of or in connection with the Agreement shall be heard exclusively in the federal and state courts located in Santa Clara County, California. The losing party in a dispute shall pay the prevailing party’s reasonable legal fees.



See the possibilities

404-346-7000  
 404-349-9091 (fax)  
 atl.sales@mcmaster.com

Kapsch Trafficom U S A Inc  
 7701 Metropolis Dr Bldg 14  
 Austin TX 78744

Quote  
 16317

Date  
 8/14/20

Requested By

Sean Staehli

Line	Product	Quantity	Available	Price	Total
1	8862T29 Galvanized Steel U-Bolt, 3/8"-16 Thread Size, 2-7/16" ID, packs of 1	400 packs	today	3.01 per pack	1,204.00
2	98970A131 Hot-Dipped Galvanized Steel Washer, USS, 3/8" Screw Size, 0.438" ID, 1" OD, packs of 100	8 packs	today	6.97 per pack	55.76
3	95160A220 Hot-Dipped Galvanized Steel Split Lock Washer for 3/8" Screw Size, 0.385" ID, 0.705" OD, packs of 100	8 packs	today	10.96 per pack	87.68
4	90371A031 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 3/8"-16 Thread Size, packs of 100	16 packs	today	10.81 per pack	172.96
5	93190A546 Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw, 1/4"-20 Thread Size, 1-1/2" Long, Fully Threaded, packs of 10	80 packs	today	4.23 per pack	338.40
6	98970A129 Hot-Dipped Galvanized Steel Washer, USS, 1/4" Screw Size, 0.312" ID, 0.75" OD, packs of 100	8 packs	today	3.05 per pack	24.40
7	95160A210 Hot-Dipped Galvanized Steel Split Lock Washer for 1/4" Screw Size, 0.26" ID, 0.487" OD, packs of 100	8 packs	today	4.67 per pack	37.36
8	90371A029 Low-Strength Steel Hex Nut, Grade 2, Hot-Dipped Galvanized, 1/4"-20 Thread Size, packs of 100	16 packs	today	5.40 per pack	86.40
				Merchandise	\$2,006.96

Notes

Applicable shipping charges and tax will be added.

Prices good through 9/13/20.

**Your order is subject only to our terms and conditions, available at [www.mcmaster.com](http://www.mcmaster.com) or from our Sales Department.**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #7**

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Approve Work Authorization No. 2 with  
Cofiroute USA, LLC for toll bill and website  
changes

<b>Strategic Plan Relevance:</b>	Deliver on Commitments to Our Customers and Our Investors; Deliver Responsible Mobility Solutions that Respect the Communities We Serve; Deliver Multi-faceted Mobility Solutions
<b>Department:</b>	Operations
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	\$93,658.17
<b>Funding Source:</b>	Toll Revenues
<b>Action Requested:</b>	Consider and act on draft resolution

**Summary:**

**Background** – Cofiroute USA, LLC (CUSA) was selected by the Mobility Authority in February 2018 to oversee the Mobility’s Authority’s Pay By Mail (PBM) program after a competitive procurement process. Key services provided under the contract include billing, customer service, collections, and enforcement support. Cofiroute mailed its first bills under the new PBM program in January 2019. To date, CUSA has issued 11,529,766 bills / notices; answered 696,249 calls; handled 75,594 pieces of correspondence; managed 8,739 chat sessions; assisted 20,252 walk-up payment customers; and collected \$37,686,814 in tolls.

**Current Action** – In early 2020 the CTRMA Operations team led a review of the current CTRMA toll bills and non-payment notices to identify improvement opportunities that would streamline processes, reduce support needs, create a better customer experience and promote more timely payment. The team also examined elements of the Mobility Authority’s PBM web page and paymobilitybill.com site as part of this exercise. Assisting in this effort were representatives from the North East Texas Regional Mobility (NET RMA), Fagan Consulting, and Cofiroute as well as user experience subject matter experts from WSP Engineering,



### Key Review Observations

Several of the team's observations regarding the bills, notices and websites are outlined below:

- Statements include both an account number and invoice number, but it is unclear which is necessary to make payments because it varies depending on the payment method. For example, paying by phone requires the invoice number, but paying online requires the account number.
- Current toll bills contain too much unnecessary information that can overwhelm customers.
- All statement information carries the same visual weight, and there is no emphasis placed on important content – this can lead to important payment information being overlooked.
- It is not clear how late fees are calculated or assessed, so customers see no incentive for paying on time.
- It is unclear when the bill was issued and when payment is due.
- An opportunity to convert Pay by Mail customers to account customers is being missed – toll bills should include language that emphasizes the savings power gained by using an account.
- Having to navigate three unique websites – <https://paymobilitybill.com/>, <https://www.mobilityauthority.com/pay-your-toll>, and <https://ct.rmatoll.com/Home/Login> (Online Payment Portal) - can lead to content and messaging inconsistencies, confusion, and frustration resulting in increased drop rates and payment losses.

### Cofiroute Work Authorization #2

After multiple interviews and discovery sessions, WSP Engineering proposed a revamp of the Authority's toll bills, non-payment notices and websites (*Exhibits A & B*). Cofiroute's Work Authorization #2 outlines the scope of the PBM system changes needed to support those recommendations as well as modifications to the payment site (*Exhibit C*). These enhancements will allow a more complete picture for customers of their total balance owed; provide the ability for the Authority's Pay By Mail customers to use their invoice number and license plate to login to the customer portal and to view and pay invoices and collections balances from a single screen and in a single step; and implement changes to the invoice data file generation in support of the redesigned toll bill templates.

**The total cost for Work Authorization #2 is \$93,658.17.** The estimated time to complete the identified tasks is 10 weeks from Notice to Proceed.

**Previous Actions** - In December 2018 the Mobility Authority's Board of Director approved an amendment of the Agreement with Cofiroute, USA outlining expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation. The amendment also added two new pay items that to the original pricing schedule, compensation for insufficient funds and compensation for out of state license plate lookups. A second amendment was approved in July 2019 modifying the compensation schedule to support extended call center hours, the administration of the Qualified Veteran Program and habitual violation enforcement support.

Work Authorization #1 was approved by the Board in September 2020. This WA will automate key processes supporting the Authority's habitual violator program.

**Staff Recommendation** - Staff recommends approval of Work Authorization No. 2 with Cofiroute USA, LLC to support changes to Mobility Authority toll bills and website changes.

**Backup Provided** - Draft Resolution

Cofiroute WA-002 - Toll Bill and Website Changes (*dated 10.22.20*)

Exhibit A - Mobility Authority Revamped Toll Bill & Notice

Exhibit B - Mobility Authority Revamped PBM Website

Exhibit C -Payment Site Changes

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

**RESOLUTION NO. 20-0XX**

**APPROVING WORK AUTHORIZATION NO. 2 WITH COFIROUTE USA, LLC FOR  
TOLL BILL AND WEBSITE CHANGES**

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

WHEREAS, following a review of the Mobility Authority's Back-Office System including current toll bills, non-payment notices, the Pay By Mail webpage and paymobilitybill.com website, the Operations Department identified multiple enhancements intended to promote timely payments and create a better customer experience; and

WHEREAS, the Executive Director and Cofiroute USA, LLC have negotiated proposed Work Authorization No. 2 under the Agreement in an amount not to exceed \$93,658.17 to implement the enhancements to the Mobility Authority's Back-Office System identified by the Operations Department; and

WHEREAS, the Executive director recommends that the Board approve Work Authorization No. 2 with Cofiroute USA, LLC in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves Work Authorization No. 2 with Cofiroute USA, LLC in an amount not to exceed \$93,658.17 for enhancements to the Mobility Authority's Back-Office System to promote timely payments and create a better customer experience; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute Work Authorization No. 2 with Cofiroute USA, LLC on behalf of the Mobility Authority in the form or in substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**



**PAY BY MAIL SERVICES**

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***WA-002 – Toll Bill and Website Changes  
October 22, 2020***

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## 1 INTRODUCTION

The Central Texas Regional Mobility Authority (“CTRMA”) has requested certain changes to its Pay by Mail Back-Office System in order to make enhancements to the Toll Bills and customer facing Website. This Work Agreement outlines the scope of these enhancements and agreed upon compensation. Any terms not defined in this Work Agreement will have the meanings defined in the Master Agreement between CTRMA and Cofiroute. This Work Agreement is subject to the terms of the Master Agreement, including without limitation its provisions regarding obligations, variations, coordination, delay and force majeure.

## 2 PURPOSE

The purpose of this work agreement order is to update the website to implement the notice and website enhancements recommended during the User Review process with CTRMA and WSP. These modifications allow a more complete picture for customers of their total balance owed both on Customer Notices and in the Customer Website Portal. These changes will provide the ability for CTRMA Pay By Mail customers to use their invoice number and license plate to login to the customer portal and to view and pay invoices and collections balances from a single screen and in a single step which will apply the payment for the amounts specified for the invoice and collection balance. Additionally, these modifications will implement changes to the invoice data file generation to also include fields for the total previous charges and new total charges fields, in support of the redesigned toll bill templates.

## 3 SCOPE

The PBM Back-Office System needs to be updated to support the following requirements:

1. Implement changes to the invoice data file generation to add the Total Previous Charges and New Total Charges fields to support the redesigned toll bill templates.
2. Update the website to provide the ability for CTRMA Pay by Mail customers to use their invoice number and license plate to login to the customer portal, while preserving the ability for NETRMA customers to continue to login with account number and license plate.
3. Make Captcha visible only after 2 unsuccessful login attempts.
4. Install CTRMA provided HTML pages related to Home page and Account login.
5. Review links to paymobility.com and update any remaining links and references from the paymobility.com site to CTRMA’s site (mobilityauthority.com).
6. Update Training manuals as necessary.

7. Update the CTRMA Pay By Mail customer portal to pay the collections and other invoiced balances in a single step and apply the payment for the amounts specified for the invoice and collections balance as described in Appendix 1 ([Proposed WebSite Changes\\_v1.5\\_CTRMAcomments.docx](#)) for both CTRMA and NETRMA Customer portals.

8. Implement [hover text](#) for the values listed in Appendix 2 for both CTRMA and NETRMA Customer portals.

### 3.1 ACTIONS TO BE TAKEN AND IMPACTED AREAS:

- Update the invoice data file generation to add the two new fields for Total Previous Charges and New Total Charges.
- Perform integration testing with the mail house, CSG, to test the redesigned template changes.
- Include and test the website changes for the new pages.
- Update the website to include collections balance when viewing account and making a payment.
- Review user manuals and update as needed.

### 3.2 AFFECTED SUBSYSTEMS

The following BOS subsystems have been identified as areas that will be impacted by the change in the approach for application of the collections fee. Those systems include:

- Collection Transaction Processor and Batch Creation
- CSC Portal
- TVC Module
- Collections Interface modifications to exchange information between the vendor and the PBM system
- External or Self-service portal
- Court and Habitual Violator modules changes related to collections amount calculations
- Write-off job
- Reports

### 3.3 ASSUMPTIONS

1. CTRMA will provide the Home Page and Account login pages in HTML/CSS/JS without using Bootstrap 4 CSS framework format.
2. No integration efforts will be required to implement the CTRMA provided HTML/CSS pages.
3. The provided pages will be HTML/CSS pages without any content management system integration (i.e. word press) and without any other dependencies that may introduce potential security issues.



4. The HTML pages provided will include all necessary links updates to change references from paymobility.com site to CTRMA’s site (mobilityauthority.com).
5. Account number will remain in the payment coupon scan line to maintain the current functionality for Lockbox payment processing.
6. When the agent or customer initiates a payment and only the invoice is selected, the current functionality applies payment to the transactions on the invoice selected, excluding collections amounts due, in FIFO order. Any remaining amounts will be applied to the account in FIFO order. There will be no changes to the current functionality of payment application.
7. The current remittance reporting, in the Full Amount Collected Report, considers an invoice fully paid when only the balances aged to Toll Bill Notice(TBN), Notice of Non-Payment(NNP) and Notice of Toll Violation(NTV) are paid and does not include collections amounts. This amount is not shown on the proposed invoice template. **NOTE: There will be a discrepancy between the sum of the total due amounts from the printed invoice and the amounts paid in the report.** The remittance reporting will not need to change with this request and no other reporting changes are required.
8. Except for the addition of the 2 new fields, Total Previous Charges and New Total Charges, no other changes to are required to the mail house interface or invoice data file generation.
9. Statement Template Re-Design Modifications & Update
10. The screens in figures in Appendix 3 ([CO#11\\_Operational\\_Assumptions.docx](#)) document, will remain unchanged.

## 4 Costs

Changes described in numbers 1-6 above

	Rate*	Estimated Hours	Cost
Project Manager	\$163.65	52	\$8,509.80
Lead Developer	\$139.15	41	\$5,705.15
Developer	\$118.29	182	\$21,528.78
QA Lead	\$111.47	17	\$1,894.99
QA	\$54.60	48	\$2,620.80
<b>Total</b>		<b>349</b>	<b>\$40,259.52</b>

Changes described in numbers 7-9 above

	Rate*	Estimated Hours	Cost
Project Manager	\$163.65	63	\$10,309.95
Lead Developer	\$139.15	56	\$7,792.40
Developer	\$118.29	250	\$29,572.50
QA Lead	\$111.47	20	\$2,229.40

QA	\$54.60	64	\$3,494.40
<b>Total</b>		<b>464</b>	<b>\$53,398.65</b>

\* Note – Rates identified above have been agreed to between CTRMA and Cofiroute USA as per Appendix D of the PBM Agreement

**Total Cost: \$93,658.17**

#### 4.1 PAYMENT MILESTONES

Milestone	Amount	Date
Notice to Proceed	10%	NTP Date
Development Completed	40%	Per Project Schedule
Testing Completed/Approved	30%	Per Project Schedule
Go Live	20%	Per Project Schedule

**Estimated time to completion: 10 weeks from NTP**

### 5 Acronyms and Definitions

<b>BOS</b>	Back Office System
<b>BR</b>	Business Requirement
<b>CSC</b>	Customer Service Center
<b>CTRMA</b>	Central Texas Regional Mobility Authority
<b>CUSA</b>	Cofiroute USA
<b>DDD</b>	Detailed Design Document
<b>FAT</b>	Factory Acceptance Test
<b>HV</b>	Habitual Violator
<b>NETRMA</b>	North East Texas Reginal Mobility Authority
<b>NTP</b>	Notice to Proceed
<b>PBM</b>	Pay By Mail
<b>PP</b>	Payment Plan
<b>QA</b>	Quality Assurance
<b>QC</b>	Quality Control
<b>Vendor</b>	Cofiroute USA

### 6 Final Approvals

\_\_\_\_\_  
CTRMA Representative

\_\_\_\_\_  
Date



*Tawnya Freund*  
\_\_\_\_\_  
Cofiroute USA Representative

11/5/2020  
\_\_\_\_\_  
Date



**ACCOUNT STATUS:** Current

**ACCOUNT STATEMENT**

Account Number: [REDACTED]  
 Vehicle License Plate: [REDACTED]  
 Invoice Number: 100008634973  
 Payment Due Date: 01/31/2020

**SUMMARY OF (PREVIOUS) CHARGES**

Previous Balance: \$32.77  
 Payments/Credits: \$32.77  
 Non-Payment Fee(s) Assessed: \$0.00  
**Balance Forward: \$0.00**

**NEW (CURRENT) CHARGES**

Tolls: \$1.77  
 Processing Fee(s): \$1.00

**Total (Current) Charges: \$2.77**

Previous + Current Charges = Total Due

**TOTAL DUE: \$2.77**

**HOW TO PAY YOUR BILL**

**EASY PAY ONLINE**  
[www.paymobilitybill.com](http://www.paymobilitybill.com)

**BY PHONE**  
 (833) 762-8655 or (512) 410-0562

**PAY BY MAIL**  
 RMA Toll Processing  
 P.O. Box 734182  
 Dallas, TX 75373-4182

**IN PERSON**  
 14050 Summit Drive Suite 113A  
 Austin, TX 78728

**YOU COULD HAVE SAVED \$1.59 WITH A TAG!**  
 Electronic tags are the simplest, most cost-effective way to pay tolls.  
 Get a tag today and save on tolls.  
 Learn more at [www.paymobilitybill.com](http://www.paymobilitybill.com)



**<< NOT YOUR CAR?**  
 Please contact us immediately at [www.paymobilitybill.com](http://www.paymobilitybill.com) to resolve.

G10  
2806-7221704

**PAYMENT FORM** To pay by mail, please detach this form and return with payment.

CTRMA Processing  
 PO BOX 3649  
 Pflugerville, TX 78691  
 CHANGE SERVICE REQUESTED



License Plate: [REDACTED]  
 Account Number: [REDACTED]  
 Invoice Number: 100008634973  
 Bill Date: 01/01/2020  
 Amount Due: \$2.77  
 Payment Due: 01/31/2020

00003  
 00003  
 PEDRO [REDACTED]  
 ABC1234 [REDACTED]  
 00-COFIBR1E-2 [REDACTED]  
 G10 [REDACTED]

RMA Toll Processing  
 P.O. Box 734182  
 Dallas, TX 75373-4182



## Frequently Asked Questions

### I already paid this bill. Why am I getting another?

CTRMA-issued Pay By Mail bills and notices are unique to a license plate, registered owner address and 30-day billing cycle. Each bill is assigned a different billing invoice number. To confirm payment or check for additional bills, use the Pay by Plate feature at [www.paymobilitybill.com](http://www.paymobilitybill.com).

### I no longer own this vehicle. What do I do?

Under Texas law, you may be able to dispute these charges if you were no longer the legal owner of the vehicle at the time it was on the toll road; the vehicle was leased or rented to another entity at the time it was on the toll road; or the vehicle was stolen prior to its use of the toll road.

To qualify, submit one of the following by mail or email ([CustomerService@rmatoll.com](mailto:CustomerService@rmatoll.com)). Once a review of your account(s) is completed, you will receive a follow-up of on the resolution:

- A copy of the Texas Department of Motor Vehicles (TxDMV's) Transfer Notification Form (VTR-346) confirming sale or transfer of your vehicle

to another owner prior to the toll date;

- A copy of the rental or lease agreement that includes the name & address of the party responsible for the car at the time toll charges were incurred, or;
- A copy of the police report showing your vehicle was reported stolen prior to the time the toll charges were incurred.

### I have an electronic toll tag account. Why am I getting this bill?

There are many reasons why an electronic toll account holder may receive a CTRMA-issued Pay By Mail bill. The most common include insufficient funds at the time of the toll(s) due to an expired credit card or banking issue; an incorrect license plate; an invalid tag. To prevent late fees, pay your toll bill and contact your tag provider's customer service center as soon as possible to update your account.

## Don't Become a Violator.

The following example illustrates how unpaid tolls can lead to serious legal issues if not resolved.

### BILLING STAGE

#### Toll Bill

(5 tolls @ \$0.65 toll + \$1 processing fee)

#### Notice of Non-Payment

(tolls + \$15 Non-Payment fee)

#### Notice of Toll Violation

(tolls + \$30 Non-Payment fee)

#### Final Notice of Toll Violation

(tolls + \$45 Non-Payment fee)

#### Criminal Misdemeanor Charges

(tolls + \$50 enforcement fee + up to \$174 court fee + up to \$250 fine)

#### Habitual Violator

(100+ unpaid tolls within a year may lead to name publication, registration block, vehicle ban, as well as criminal misdemeanor charges, subject to a \$500 fine and impoundment if the ban is violated.)

### TOTAL DUE

\$4.25

\$18.25

\$33.25

\$48.25

Up To \$474.65  
per unpaid toll

Up To \$598.25  
fine

## Save Money on Tolls!

Whether you use toll roads in Austin, Dallas, Houston or anywhere else in Texas, here are some reasons to consider getting an electronic toll tag:

**Savings:** Electronic toll tag customers enjoy a discount on tolls and avoid late fees.

**Convenience:** Tolls paid via electronic tag are debited automatically.

**Easy Sign-up:** Electronic toll tag accounts can be opened online, by mail or by phone. Get your TxTag, TollTag or EZ Tag today!



For more information visit  
[www.mobilityauthority.com](http://www.mobilityauthority.com)

## Important Information Regarding Payments and Refunds

**Mailed Payments:** Please include the account number ID and license plate number on the face of the check or money order to ensure proper posting. DO NOT SEND CASH or temporary checks. Allow five (5) days for mailed payments to reach us.

**Checks:** When you provide a check as payment, you authorize CUSA either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. If your payment is returned unpaid, you authorize CUSA to make two attempts to collect payment and make a one-time electronic funds transfer from your account to collect a fee of \$25 for the returned check.

**Online Bill Pay:** Be sure to update the Automated Phone Payment ID / license plate number through your banking institution's bill pay site to ensure that the payment is applied correctly.

**Electronic Tag Accounts:** Payments made to CTRMA Processing do not credit toll tag accounts. Similarly, payments made to TxTag, TollTag or EZ Tag do not resolve CTRMA-issued Pay By Mail bills.

**Refunds:** Do not overpay. Refunds will not be issued for overpayments of less than \$2.50.

## CheckFreePay In-Person Payment Options

**In-Person payment options are available through CheckFreePay.** Please use the link below to view a list of available retailers by clicking on the "CheckFreePay" button on the site. Please bring the tear-off coupon for in-person payments. Please note fees range from \$1.50 to \$3.00, depending on the agent location assessments.

H-E-B, WalMart, Fiesta\*

<http://cofirouteusa.biz/>

\*(This does not constitute a comprehensive list of available retail entities)



## Toll Transactions

Date	Time	Transaction	Location	You Pay
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77

### NEW (CURRENT) CHARGES

Tolls:	\$1.77
Fees:	\$1.00

**Total (Current) Charges:** \$2.77

Previous + Current Charges = Total Due

**TOTAL DUE: \$2.77**

YOU COULD HAVE SAVED \$1.59 WITH A TAG!

**SIGN UP TODAY!**

*We're Open*

<i>Mon</i>	7:30 a.m.	<i>to</i>	7 p.m.
<i>Tue</i>	7:30 a.m.	<i>to</i>	6 p.m.
<i>Wed</i>	7:30 a.m.	<i>to</i>	6 p.m.
<i>Thu</i>	7:30 a.m.	<i>to</i>	6 p.m.
<i>Fri</i>	7:30 a.m.	<i>to</i>	7 p.m.
<i>Sat</i>	8 a.m.	<i>to</i>	12 p.m.
<i>Sun</i>	<i>Closed</i>		

Online payment available 24/7

## New

## Expanded Customer Service Center Hours

Pay your toll bill in person, by phone, or online.

*Visit Us:*  
14050 Summit Dr., Suite 113A, Austin, TX 78728

*Call Us:*  
833-762-8655 or 512-410-0562

*Go Online Anytime:*  
PayMobilityBill.com

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

### >>HABITUAL VIOLATOR NOTICE

Under Texas Transportation Code §370.177 failure to pay by the date due will result in the issuance of a Notice of Non-Payment with additional administrative fees. (See website for explanation) Habitual Toll Violators, those with 100 or more unpaid tolls within a rolling year, and who have been issued at least two notices of non-payment, may be subject to a vehicle registration block, vehicle ban from Mobility Authority operated toll facilities (fine up to \$500), and / or vehicle impoundment.



**EXHIBIT A: BILL REVAMP**  
*New Initial Bill Design*

CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**



**PAY BY MAIL**  
**LICENSE PLATE TOLL BILL**

**AMOUNT DUE: \$XX.XX**  
**Payment Due Date: JUNE 31, 2020**  
**Vehicle License Plate:** [REDACTED]

**INVOICE# 100008634973**



**INVOICE DATE: JUNE 20, 2020**

**NEW CHARGES**

Tolls . . . . . \$XX.XX  
 Processing Fee(s) . . . . . \$XX.XX  
 Out of State Lookup Fee . . . . . \$XX.XX

**TOTAL NEW CHARGES . . . . . \$XX.XX**

**TOTAL DUE \$XX.XX**

**YOU COULD HAVE SAVED \$XX.XX WITH A TAG!**

Open an account and get the lowest rates.  
 Learn more at [www.paymobilitybill.com](http://www.paymobilitybill.com)



**PAY YOUR BILL**



**EASY PAY ONLINE**  
**WWW.PAYMOBILITYBILL.COM**



**BY PHONE**  
**(833) 762-8655 OR (512) 410-0562**



**PAY BY MAIL**  
**RMA Toll Processing**  
**P.O. Box 734182**  
**Dallas, TX 75373-4182**



**IN PERSON**  
**14050 Summit Drive, Suite 113A**  
**Austin, TX 78728**

**AVOID LATE CHARGES**

See reverse side for details



**TRIP & TRANSACTION INFORMATION**

**LICENSE PLATE** [REDACTED]

DATE	TIME	TRANSACTION	LOCATION	YOU PAY
<b>NEW CHARGES</b>				
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77

Transactions continued on reverse side

**NOT YOUR CAR?**

Please contact us immediately at [www.paymobilitybill.com](http://www.paymobilitybill.com) to resolve.



PLEASE DETACH PAYMENT FORM ON PERFORATION



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**LICENSE PLATE TOLL  
 PAYMENT FORM**

To pay by mail, please detach at perforation and return with check payable to RMA TOLL PROCESSING. DO NOT SEND CASH

CTRMA Processing  
 PO BOX 3649  
 Pflugerville, TX 78691  
 CHANGE SERVICE REQUESTED

**AMOUNT DUE . . . . . \$XX.XX**  
**Payment Due Date . . . . . JUNE 31, 2020**  
**Vehicle License Plate . . . . . [REDACTED]**  
**Invoice Date . . . . . June 20, 2020**

**Invoice# 100008634973**

00003  
 ABC1234  
 00-COFIBR1E-2  
 G10

00003  
 LAST, FIRST NAME  
 0000 ADDRESS  
 CITY, TX 00000-0000

RMA Toll Processing  
 P.O. Box 734182  
 Dallas, TX 75373-4182



001-001-00000005-00

7341821045589090000000277100008634973202001012





# EXHIBIT A: BILL REVAMP Past Due Notice Design

# 30 DAYS PAST DUE



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY



## LICENSE PLATE TOLL BILL

**AMOUNT DUE:** \$XX.XX  
**Payment Due Date:** JUNE 31, 2020  
**Vehicle License Plate:** [REDACTED]

INVOICE# 100008634973

**INVOICE DATE: JUNE 20, 2020**

### NEW CHARGES

Tolls . . . . . \$XX.XX  
 Processing Fee(s) . . . . . \$XX.XX  
 Out of State Lookup Fee . . . . . \$XX.XX  
 NSF Fee . . . . . \$XX.XX  
**TOTAL NEW CHARGES . . . . . \$XX.XX**

### PREVIOUS CHARGES

Previous Balance . . . . . \$XX.XX  
 Payments/Credits . . . . . \$XX.XX  
 Non-Payment Fee(s) Assessed . . . . . \$XX.XX  
 Balance Forward . . . . . \$XX.XX

**COLLECTIONS BALANCE . . . . . \$XX.XX**

**TOTAL PREVIOUS CHARGES . . . . . \$XX.XX**

**TOTAL DUE \$XX.XX**

Previous + Current Charges

## PAY YOUR BILL



**EASY PAY ONLINE**  
[WWW.PAYMOBILITYBILL.COM](http://WWW.PAYMOBILITYBILL.COM)



**BY PHONE**  
 (833) 762-8655 OR (512) 410-0562



**PAY BY MAIL**  
**RMA Toll Processing**  
**P.O. Box 734182**  
**Dallas, TX 75373-4182**



**IN PERSON**  
**14050 Summit Drive, Suite 113A**  
**Austin, TX 78728**

## AVOID FURTHER LATE CHARGES

See reverse side for details



### TRIP & TRANSACTION INFORMATION

LICENSE PLATE [REDACTED]

DATE	TIME	TRANSACTION	LOCATION	YOU PAY
<b>NEW CHARGES</b>				
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77
09/24/2019	04:21:53 PM	30113370	Giles Mainline EB 04	\$1.77

Transactions continued on reverse side

## NOT YOUR CAR?

Please contact us immediately at [www.paymobilitybill.com](http://www.paymobilitybill.com) to resolve.



PLEASE DETACH PAYMENT FORM ON PERFORATION



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

### LICENSE PLATE TOLL PAYMENT FORM

To pay by mail, please detach at perforation and return with check payable to RMA TOLL PROCESSING. DO NOT SEND CASH

CTRMA Processing  
 PO BOX 3649  
 Pflugerville, TX 78691  
 CHANGE SERVICE REQUESTED

**30 DAYS  
PAST  
DUE**

**AMOUNT DUE . . . . . \$XX.XX**  
**Payment Due Date . . . . . JUNE 31, 2020**  
 Vehicle License Plate . . . . . [REDACTED]  
 Invoice Date . . . . . June 20, 2020

Invoice# 100008634973

00003  
 ABC1234  
 00-COFIBR1E-2  
 G10  
 00003  
 LAST, FIRST NAME  
 0000 ADDRESS  
 CITY, TX 00000-0000

RMA Toll Processing  
 P.O. Box 734182  
 Dallas, TX 75373-4182



001-001-00000005-00

7341821045589090000000277100008634973202001012





English

# EXHIBIT B: REVAMPED PBM WEBSITE Current Design

Us Contact Us **Pay My Toll**



Online By Mail In Person By Phone

## Pay Your Toll Online

### Pay Your Bill

Account #  License Plate

Account #

License Plate #

**SUBMIT** >

**RESET**

### Register by Plate Account Login

Username  Account #

Username

Password

Captcha

**SIGN IN** >

Remember me

[Need LOG IN Help?](#)

[Forgot Username?](#) [Forgot Password?](#)

**CREATE AN ACCOUNT**



# EXHIBIT B: REVAMPED PBM WEBSITE

## Current Design

					Board Meetings	Contact
About	Traveler Info	Projects & Programs	Business	Resources	Pay Your Toll	



### Toll Overview

- Rates
- Rules of the Road
- Payment Options
- Why Am I Getting Multiple Toll Bills?
- Open Toll Roads Map
- Violations & Fees

# Toll Overview

*Mobility Authority roads are modern, all-electronic toll roads, meaning drivers don't have to stop — or even slow down — to pay their tolls. Customers can either pay through their electronic tag account or pay by mail.*

We operate the following toll roads in Travis and Williamson Counties:



183A Toll Road



290 Toll Road



71 Toll Lane



MoPac Express Lane



45SW Toll Road



183 Toll Road

# EXHIBIT B: REVAMPED PBM WEBSITE

## New Combined Design



CENTRAL TEXAS  
MOBILITY AUTHORITY

How it Works

Payment  
Options

Toll Roads

Rates

Violations  
& Fees

Pay Your Toll

español

Contact



Online



By Phone



By Mail



In Person

## Pay Your Toll Online

PAY BY  
Mail

PAY BY MAIL  
LICENSE PLATE TOLL BILL

### [Brief explanation of payment portal]

Placeholder text - Od quos et et que omniscitium derem alia vendaep udipict emolorum atur. Od quos et et que omniscitium derem alia vendaep udipict emolorum atur.

Search by Invoice Number  Search by Travel Dates

\*required field

Invoice Number\*

License Plate Number\*

RESET

SUBMIT



### Save by registering for a pre-paid account or electronic tag!

Register for a pre-paid account or electronic tag and pay 33% instead of regular 50% Pay By Mail rate.



LEARN MORE



### Already have an account?

SIGN IN



By Phone

To pay your invoice using our automated attendant 24 hours a day, 7 days a week, call one of the numbers below.

**Toll Free: (833) 762-8655**

**Local: (512) 410-0562**



DETAILS



By Mail

To pay your invoice by mail, send the payment form and check to the address below.

**RMA Toll Processing  
P.O. Box 734182  
Dallas, Texas 75373-4182**



DETAILS



In Person

To pay your invoice in person, visit our north walk-up center.

**14050 Summit Drive,  
Suite 113A  
Austin, Texas 78728**



DETAILS

RMA Toll Customer Service Center is operated by Cofiroute USA, LLC for the purpose of Toll Bill processing and customer account management on behalf of Central Texas Regional Mobility Authority and Northeast Texas Regional Mobility Authority.

**RMA Toll Customer Service Center**  
14050 Summit Drive, #113A  
Austin, TX 78728  
833-762-8655



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY



Quick Links: [Terms and Conditions](#) | [Privacy Policy](#)

Cofiroute USA, LLC - 200 Spectrum Center Drive, #1850, Irvine, CA 92618 - Telephone: 833-762-8655 - Fax: 949-754-0199 - Website: <https://www.cofirouteusa.com/>



Online



By Phone



By Mail



In Person



### ALERT!

The Summit Drive customer service walk-up location will reopen 7:30am Tuesday, May 26. The TxTag Customer Service Center will remain closed at this time. We apologize for any inconvenience.

We understand the concern and uncertainty you may be experiencing surrounding COVID-19 and are committed to being responsive to the needs of our customers as the situation evolves.

We strongly encourage you to call (833) 762-8655 with questions or concerns regarding your Mobility Authority toll bill. We are here to help. You can also pay your bill online.

As always, the health, safety, and well-being of our customers, employees and all citizens of Central Texas is of paramount concern.

Search by Invoice Number Search by Travel Dates

\*required field



RESET

SUBMIT

### Save by registering for a pre-paid account or electronic tag!

Register for a pre-paid account or electronic tag and pay 33% instead of regular 50% Pay By Mail rate.



LEARN MORE

### Already have an account?

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14050 Summit Drive, #113A  
Austin, TX 78728  
833-762-8655



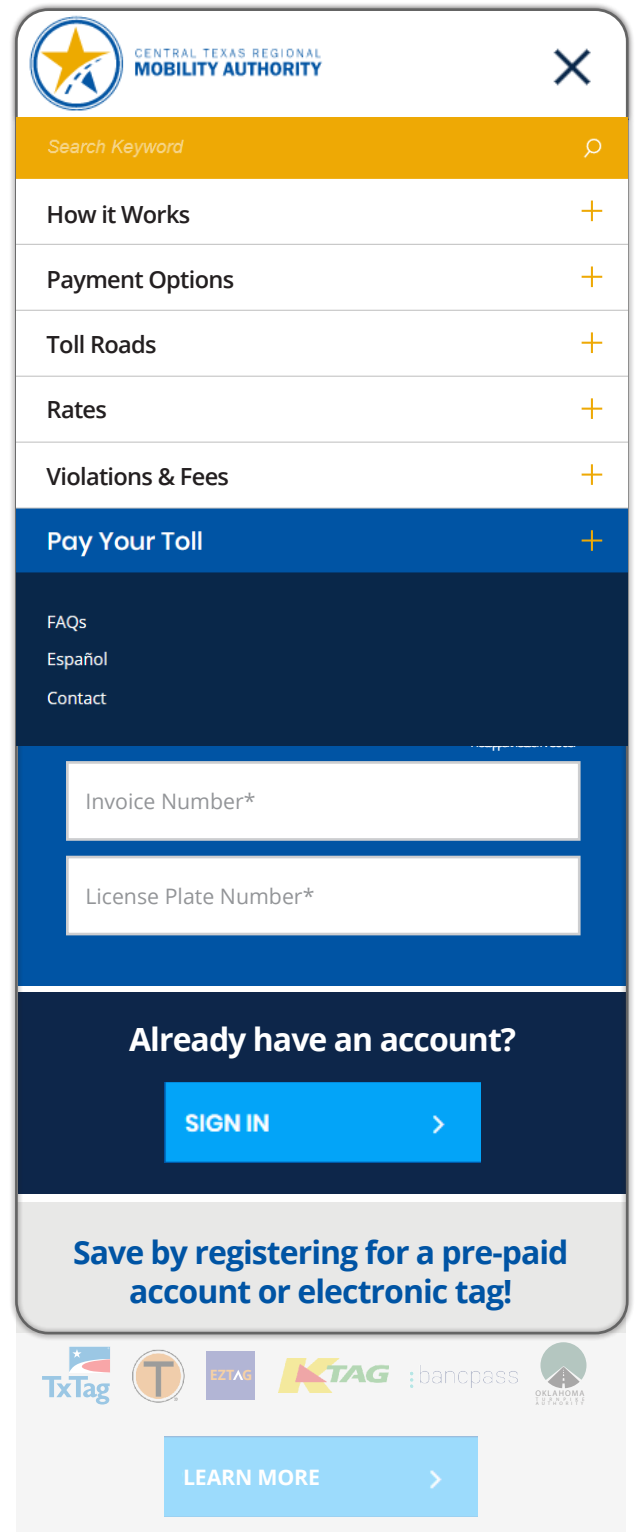
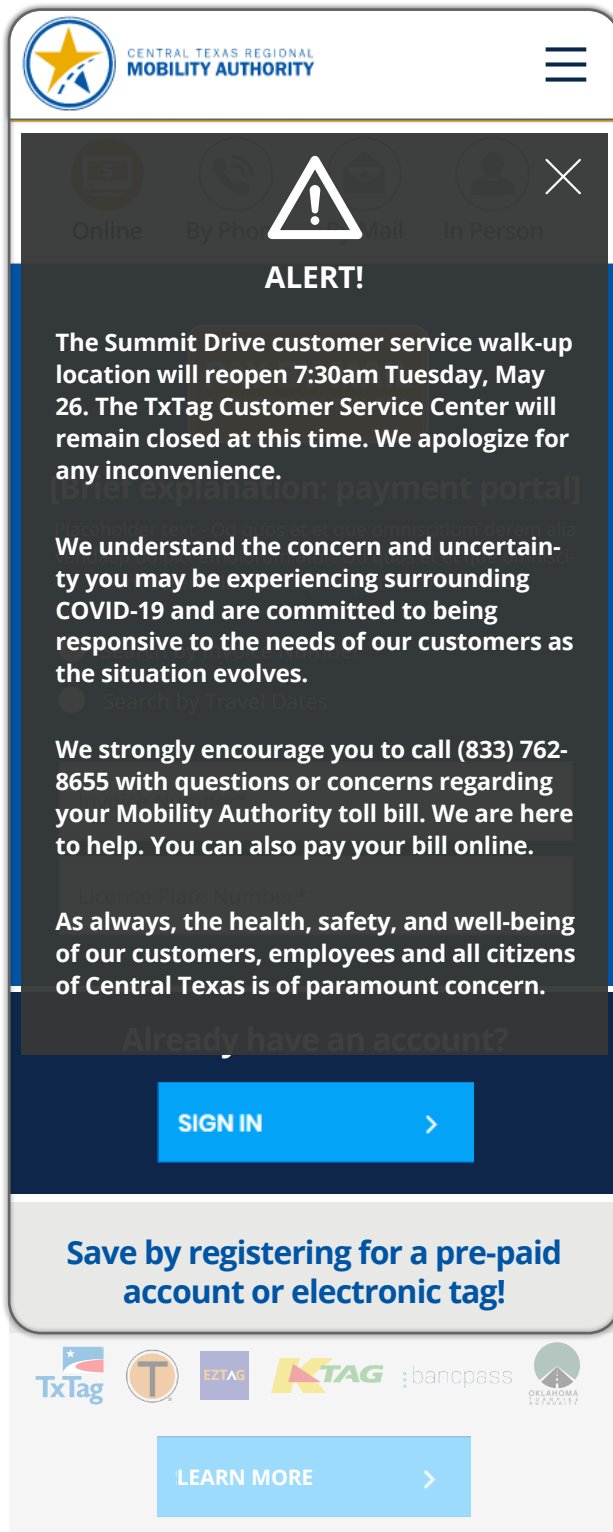
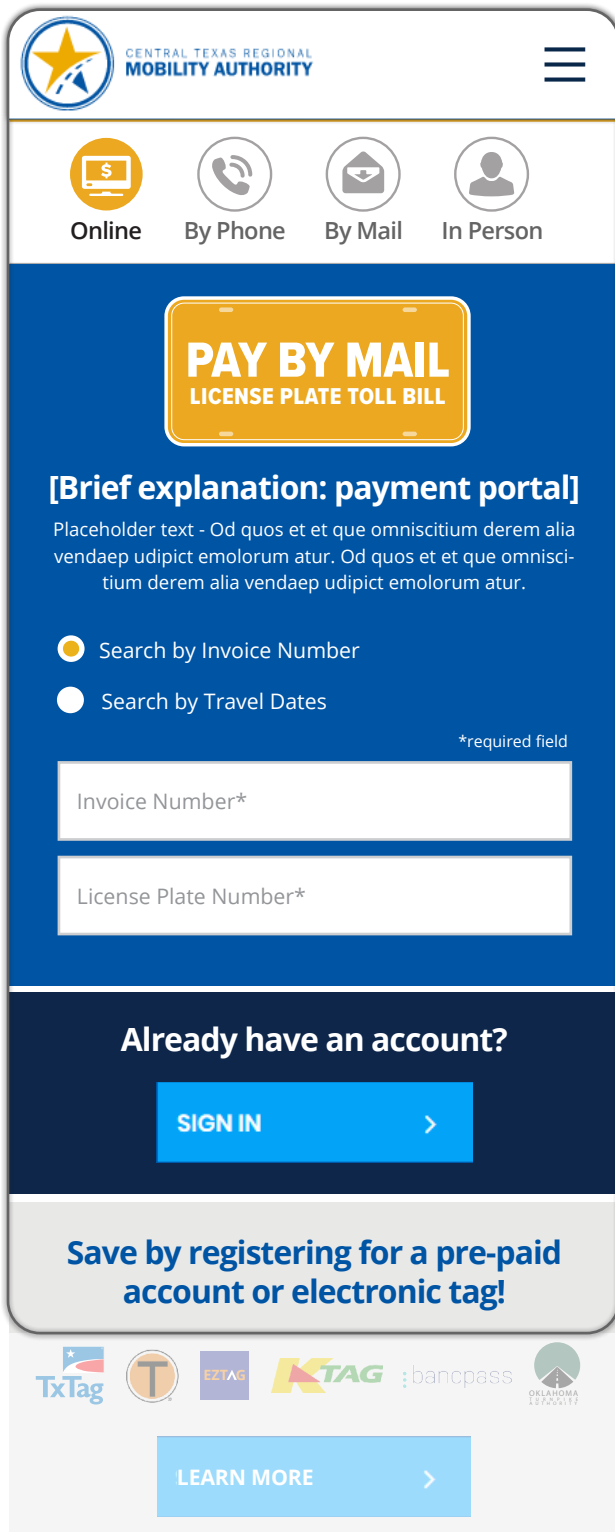
# EXHIBIT B: REVAMPED PBM WEBSITE

## New Combined Mobile Design

Mobile View - Landing

Alert Window

Menu



By Phone

To pay your invoice using our automated attendant 24 hours a day, 7 days a week, call one of the numbers below.

**Toll Free: (833) 762-8655**  
**Local: (512) 410-0562**



DETAILS



By Mail

To pay your invoice by mail, send the payment form and check to the address below.

**RMA Toll Processing**  
**P.O. Box 734182**  
**Dallas, Texas 75373-4182**



DETAILS



By Phone

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DETAILS



By Mail

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DETAILS



By Phone

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DETAILS



By Mail

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**RMA Toll Processing**  
**P.O. Box 734182**  
**Dallas, Texas 75373-4182**



DETAILS

# EXHIBIT #C

## Payment Site Changes

**Use Case 1: Customer has more than 1 Invoice escalated to Collections and have an active Toll bill either in TBN/NNP/NTV Status. Customer would be able to click on the collections invoice and see the details of aging tolls and fee when it was applied. (Customer will have the same view as CSC) Collection invoice details are shown in the top section followed by the active invoice. Customer would be able to click on any of the collections invoice and view all the tolls and fees details and how they were escalated to the collections stage.**

- Customer can make payment for both collections and invoice due at one time.
- Customer have an option to make payment either for collections or invoice due by selecting the checkbox.
- As needed the customer can do partial payment for both collections and invoice due.
- The Collections Invoice details displays the unpaid invoices for last 24 months with an ability to scroll down.
- Clicking on the “**View Collections History**” button would show the last 12 paid Collections invoices similar to Collections Invoice details section.
- Account # and Name will be display when customer search with Invoice # and Licence Plate combination.

The screenshot displays the Central Texas Regional Mobility Authority website interface. At the top, there is a navigation bar with the logo, language selection (English), and links for 'How it Works', 'Resources', 'About Us', 'Contact Us', and a 'Pay My Toll' button. Below the navigation bar, there are toll route icons (183A, 290, 1, 71, 45, 183) and payment options (Online, By Mail, In Person, By Phone). The main content area is titled 'View All Invoices' and includes search fields for Licence Plate #, Account #, and Name. Below this, there are two main sections: 'Invoice Details' and 'Collections Invoice Details (90 Days Past Due)'. The 'Invoice Details' section shows a table with one row of invoice information. The 'Collections Invoice Details' section shows a table with three rows of collection invoice information. At the bottom, there is a summary section with input fields for 'Invoice Amount' (\$198.02) and 'Collections Amount' (\$322.90), resulting in a 'Total amount to be paid (\$)' of \$520.92. A 'Make Payment' button is visible next to the total amount.

Invoice #	Invoice Date	Due Date	Invoice Status	Invoice Amount (\$)	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)
100056758966	12/17/2020	01/17/2020	60 Days Past Due	\$820.85		\$422.83	\$150.02	\$46.00	\$0.00

Original Invoice#	Invoice Date	Collections Date	Transaction Count	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)	Payment Status	View Details
10005670821	09/17/2019	12/17/2019	31	\$0.00	\$42.61	\$45.00	\$0.00	\$87.61	Unpaid	View Details
10004883455	08/17/2019	11/17/2019	50	\$0.00	\$70.55	\$45.00	\$0.00	\$115.55	Unpaid	View Details
100004098854	07/17/2019	10/17/2019	47	\$0.00	\$74.74	\$45.00	\$0.00	\$119.74	Unpaid	View Details
<b>Total Due(\$)</b>									<b>\$322.90</b>	<b>View Collections History</b>

Invoice Amount:  \$198.02 + Collections Amount:  \$322.90 = Total amount to be paid (\$):



Click on View Details button in the Collections Invoice Details section will display with trips and fees associated with a given invoice that escalated to collections.

Collection Invoice Details: **10004863455**

Fee Details					
Date	Fee Type	Invoice #	Amount (\$)	Paid/Adjusted (\$)	Outstanding Due (\$)
09/17/2019	Charged CTRMA Toll Bill Processing Fee	10005670821	\$1.00	\$0.00	\$1.00
10/17/2019	Charged CTRMA Notice of Non Payment Fee	10000350889	\$14.00	\$0.00	\$14.00
12/17/2019	Charged CTRMA Notice of Toll Violation Fee	10004098854	\$15.00	\$0.00	\$15.00
11/17/2019	Charged CTRMA Collection Fee		\$15.00	\$0.00	\$15.00

Trip Details			
Trip Date	Amount(\$)	Paid/Adjusted(\$)	Outstanding Due(\$)
09/10/2019	\$0.86	\$0.00	\$0.86
09/11/2019	\$2.31	\$0.00	\$2.31
09/12/2019	\$1.86	\$0.00	\$1.86
09/13/2019	\$2.86	\$0.00	\$2.86
09/14/2019	\$1.86	\$0.00	\$1.86

[Close](#)

**Use Case 2: Customer has more than 3 Invoices escalated to Collections and no active Toll bill either in TBN/NNP/NTV Status.**

Customer with Collections balance logged in with Invoice Number and Plate Information. There is no active invoice for the customer.

View All Invoices

Licence Plate #: [REDACTED] Account #: [REDACTED] Name: [REDACTED]

**Invoice Details**

There is no current outstanding due for the invoices. Click "View Invoices History" to view history details.

**Collections Invoice Details (90 Days Past Due)**

For questions regarding your collections balance, please contact Penn Credit collections agency at 800-900-1380

Original Invoice#	Invoice Date	Collections Date	Transaction Count	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)	Payment Status	View Details
10005670821	09/17/2019	12/17/2019	31	\$0.00	\$42.81	\$45.00	\$0.00	\$87.81	Unpaid	<a href="#">View Details</a>
10004863455	08/17/2019	11/17/2019	50	\$0.00	\$70.55	\$45.00	\$0.00	\$115.55	Unpaid	<a href="#">View Details</a>
100004098854	07/17/2019	10/17/2019	47	\$0.00	\$74.74	\$45.00	\$0.00	\$119.74	Unpaid	<a href="#">View Details</a>
<b>Total Due(\$)</b>								<b>\$322.90</b>		<a href="#">View Collections History</a>

Invoice Amount:  \$0.00 + Collections Amount:  \$322.90 = Total amount to be paid (\$):  [Make Payment](#)

**Use Case 3: Customer has no invoices in Collections and only have Active Toll bill either in TBN/NNP/NTV Status.**

The screenshot shows the website header with the logo and navigation links. Below the header, there are several status indicators (103A, 290, 1, 71, 45, 183) and a search bar. The main content area is titled "View All Invoices" and includes fields for Licence Plate #, Account #, and Name. Below this is an "Invoice Details" table with one row of data:

Invoice #	Invoice Date	Due Date	Invoice Status	Invoice Amount (\$)	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)
100056758966	12/17/2020	01/17/2020	60 Days Past Due	\$620.85	\$422.83	\$150.02	\$48.00	\$0.00	\$198.02

At the bottom, there is a "Payment Amount" section with a checkbox checked and a "Make Payment" button.

**Sample hover over text on buttons: This would be done for all text and buttons.**

This screenshot shows the same "View All Invoices" page but with a second table below the first one, titled "Collections Invoice Details (90 Days Past Due)". A red box highlights the "Payment History" button in the bottom right corner, which has a tooltip that says "Click here to view payment history".

Original Invoice#	Invoice Date	Collections Date	Transaction Count	Payment(s)/ Adjustment(s)	Toll Amount Due (\$)	Fee Amount Due (\$)	Hold Amount (\$)	Outstanding Amount (\$)	Payment Status	View Details
10005670821	09/17/2019	12/17/2019	31	\$0.00	\$42.61	\$45.00	\$0.00	\$87.61	Unpaid	
10004863455	08/17/2019	11/17/2019	50	\$0.00	\$70.55	\$45.00	\$0.00	\$115.55	Unpaid	
100004098854	07/17/2019	10/17/2019	47	\$0.00	\$74.74	\$45.00	\$0.00	\$119.74	Unpaid	
<b>Total Due(\$)</b>									<b>\$322.90</b>	

**Appendix**

**1. Hover text legend**



HoverOverText.xlsx



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #8**

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Amend Chapter 4, Article 23 of the Mobility  
Authority Policy Code regarding the  
disposition of salvage or surplus property

**Strategic Plan Relevance:** Deliver Multi-faceted Mobility Solutions

**Department:** Operations

**Contact:** Tracie Brown, Director of Operations

**Associated Costs:** Not Applicable

**Funding Source:** Not Applicable

**Action Requested:** Consider and act on draft resolution

**Summary:**

**Background:** When Mobility Authority assets and/or inventory become obsolete, damaged, worn out or no longer needed, the property is deemed salvage or surplus property provided reasonable efforts have been made to redistribute the property for use within the agency. Examples of surplus property include furniture, computers, printers, monitors, toll equipment, etc. Such property can become salvage when it has no use to the Mobility Authority and little or no value for purposes of resale or distribution.

The *Mobility Authority Policy Code* addresses the disposition of surplus property in Article 23 and notes that surplus property may be disposed of via sale by bid, auction or trade-in. The *Policy Code* also addresses sales to the State, counties, municipalities or other political subdivisions of the State. Finally, the *Policy Code* makes allowances for property disposal by donating it to a civic, educational or charitable organization located in the State.

**Current Action:** Staff proposes adding new language to the *Policy Code* to address recycling of salvage or surplus materials. The new language allows the Authority to use paid recycling services if the property is determined to no longer be of any use. In these circumstances, the vendor must provide the Authority with a certificate of disposal for auditing purposes.

**Previous Actions:** The Mobility Authority's Policy Code was approved by the CTRMA Board of Directors in February 2012. Numerous amendments have been made since the

Policy Code's adoption.

**Action Requested/Staff Recommendation:** Staff recommends approval of a change to Article 23 of the *Mobility Authority Policy Code* regarding disposition of salvage or surplus property.

**Financing:** Not Applicable

**Backup Provided:** Draft Resolution  
Proposed *Policy Code* amended language

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

**RESOLUTION NO. 20-0XX**

**AMENDING MOBILITY AUTHORITY POLICY CODE  
CHAPTER 4, ARTICLE 23, REGARDING THE DISPOSITION OF SALVAGE OR  
SURPLUS PROPERTY**

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

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

WHEREAS, Chapter 4, Article 23, of the Policy Code sets forth policies for disposition of salvage or surplus property; and

WHEREAS, the Policy Code does not address the use of paid recycling services to dispose of salvage or surplus property; and

WHEREAS, it would benefit the operations of Mobility Authority to be able to use paid recycling services in situations where the Executive Director determines the salvage or surplus property to be in such condition as to be no longer usable, and repair or rehabilitation for use is clearly impractical; and

WHEREAS, the Executive Director recommends amending Chapter 4, Article 23, of the Policy Code to add new section 401.119, as shown in Exhibit A to address recycling of salvage or surplus property.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Chapter 4, Article 23, of the Policy Code to add new section 401.119, as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

## **Article 23. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY**

### **401.117 Sale by Bid or Auction.**

The authority may periodically sell the authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the authority's discretion.

### **401.118 Trade-In for New Property.**

Notwithstanding subsection 401.117, the authority may offer salvage or surplus property as a trade-in for new property of the same general type if the executive director considers that action to be in the best interests of the authority.

### **401.119 Recycling.**

Notwithstanding subsection 401.117, if the executive director determines the authority's salvage or surplus property to be in such condition as to be no longer usable, and repair or rehabilitation for use is clearly impractical, the authority may use a paid recycling service to dispose of property. The vendor must provide the authority with a certificate of disposal for all recycled items.

### **401.120 Heavy Equipment.**

If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under subsection (a).

### **401.121 Sale to State, Counties, etc.**

Notwithstanding subsection 401.117 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

### **401.122 Failure to Attract Bids.**

If the authority undertakes to sell property under subsection 401.117. and is unable to do so because no bids are made for the property, the executive director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the executive director may cause the authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

#### **401.123 Terms of Sale.**

All salvage or surplus property sold or otherwise disposed of by the authority shall be conveyed on an “AS IS, WHERE IS” basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the authority in its sole and absolute discretion.

#### **401.124 Rejection of Offers.**

The authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the executive director or the authority's designated representative finds the rejection to be in the best interests of the authority.

#### **401.125 Public Notices of Sale.**

The authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two issues of the officially designated newspaper of the authority, or any other newspaper of general circulation in each county of the authority, and the authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.



## Article 23. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

### **401.117 Sale by Bid or Auction.**

The authority may periodically sell the authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the authority's discretion.

### **401.118 Trade-In for New Property.**

Notwithstanding subsection ~~42.4~~401.117, the authority may offer salvage or surplus property as a trade-in for new property of the same general type if the executive director considers that action to be in the best interests of the authority.

### **401.119 Recycling.**

Notwithstanding subsection 401.117, if the executive director determines the authority's salvage or surplus property to be in such condition as to be no longer usable, and repair or rehabilitation for use is clearly impractical, the authority may use a paid recycling service to dispose of property. The vendor must provide the authority with a certificate of disposal for all recycled items.

### **~~401.119~~401.120 Heavy Equipment.**

If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under subsection (a).

### **~~401.120~~401.121 Sale to State, Counties, etc.**

Notwithstanding subsection ~~42.4~~401.117 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

### **~~401.121~~401.122 Failure to Attract Bids.**

If the authority undertakes to sell property under subsection ~~42.4~~401.117. and is unable to do so because no bids are made for the property, the executive director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the executive director may cause the authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

#### **401.12~~23~~ Terms of Sale.**

All salvage or surplus property sold or otherwise disposed of by the authority shall be conveyed on an “AS IS, WHERE IS” basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the authority in its sole and absolute discretion.

#### **401.12~~34~~ Rejection of Offers.**

The authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the executive director or the authority's designated representative finds the rejection to be in the best interests of the authority.

#### **401.12~~45~~ Public Notices of Sale.**

The authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two issues of the officially designated newspaper of the authority, or any other newspaper of general circulation in each county of the authority, and the authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.



November 18, 2020  
AGENDA ITEM #9

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Amend Chapter 4, Article 15 of  
the Mobility Authority Policy Code regarding  
the use of Texas Department of Information  
Resources (DIR) Cooperative Contracts  
Services

<b>Strategic Plan Relevance:</b>	Deliver Multi-faceted Mobility Solutions
<b>Department:</b>	Operations
<b>Contact:</b>	Tracie Brown, Director of Operations
<b>Associated Costs:</b>	Not Applicable
<b>Funding Source:</b>	Not Applicable
<b>Action Requested:</b>	Consider and act on draft resolution

**Summary:**

**Background** – In simple terms, cooperative purchasing involves sharing procurement contracts between governments. Cooperative procurement contracts are usually based on the common requirements of multiple governments. Most early cooperative purchasing efforts involved bulk commodities with standard specifications, such as cleaning supplies, gasoline and fuel, or services such as the pick-up and disposal of hazardous waste or used oil. Today, more complicated requirements, including information technology services, software and consulting are candidates for cooperative purchasing contracts. Other examples of cooperative contracts include office supplies and furniture, digital copiers and printers, carpeting, computer hardware, industrial lab supplies, infant formula, pharmaceuticals, electronic defibrillators, hazardous incident response equipment, wireless radios and cell phones, paper, and fleet vehicles.

Chapter 4, Article 4 of the Mobility Authority’s Policy Code contemplates the use cooperative purchasing programs for the procurement of goods and services. The Policy Code specifically notes programs established the Texas Comptroller of Public Accounts. Article 15 also grants authority to participates in local cooperative purchasing programs and interlocal agreements with the Texas Department of Transportation (TxDOT).

**Current Action** – The Texas Department of Information Resources (DIR) provides

statewide leadership and oversight for the management of government information and communications technology. The agency facilitates and supports government use of information and communications technology — everything from computers, Internet service, data storage, online applications, and much more — so that health, education, transportation, and other services are delivered to the citizens and businesses of Texas efficiently, economically, and innovatively.

As a political subdivision, the Mobility Authority is eligible to purchase information technology commodities through DIR Contracts & Services. DIR contracts are established using the following process, which complies with all state purchasing requirements:

- The Request for Offer is posted on the Electronic State Business Daily (ESBD)
- Vendors submit proposals to DIR by the required deadline
- DIR evaluates vendor responses
- Responsive vendors who offer the best value to the state are sent an invitation to negotiate
- After successful negotiations, contracts are awarded for a specified term

#### *Benefits of the DIR Cooperative Purchasing Program*

DIR's Cooperative Contracts program is a streamlined cooperative purchasing program with 750+ Master Contracts (MCs) for technology products and services. MCs cover offerings for hardware, software, staffing services, maintenance, and other services—such as managed services and technology training. Buying through the Cooperative Contracts program is advantageous because it:

- **Saves time.** All Master Contracts awarded by DIR have been competitively bid to meet state purchasing requirements, and all terms have been negotiated to comply with state law. The solicitation process—including evaluating market need; posting a request for offer; evaluating bids; negotiating pricing, terms, and conditions based on unique public-sector needs; and making the award—can take many months. DIR's work in these areas allows agencies to purchase directly through a Master Contract knowing this process is complete. This allows organizations that use this contracting program to focus their efforts on the final steps of the procurement process: seeking several final offers from awarded vendors to secure the lowest possible price for each purchase transaction.
- **Saves money.** DIR Master Contracts offer carefully negotiated minimum discounts on hundreds of products and services. This program leverages the volume buying power of the state to negotiate competitive pricing, which translates into savings for eligible organizations. DIR customers can negotiate even deeper discounts based on individual purchase volumes. This

is accomplished by issuing purchase proposals, statements of work or requests to multiple DIR vendors in order to drive price competition for the final purchase award.

Staff proposes to add the DIR Cooperative Purchasing Program to the Authority's current cache of procurement tools. The proposed Policy Code amendment language is as follows:

***“401.008 State of Texas Department of Information Resources Cooperative Contracts***

*Pursuant to and in accordance with Section 2054.0565, Government Code and procedures established by the Texas Department of Information Resources (DIR), the authority may utilize DIR cooperative contracts to procure goods and services.*

As noted above, the DIR cooperative purchasing program saves time and resources the Mobility Authority would otherwise spend developing procurements and contracts while granting access to a wide range of products, services and vendors. Although DIR contracts are competitively bid and priced, the Authority retains the ability to further vet vendors through a Statement of Work process. This additional benefit provides assurance that the Authority is getting the best vendor for the job, at the best price.

**Previous Actions** – The Mobility Authority's Policy Code was approved by the CTRMA Board of Directors in February 2012. Numerous amendments have been made since the Policy Code's adoption.

**Action Requested / Staff Recommendation** – Staff recommends amending Chapter 4, Article 5 of the Mobility Authority Policy Code to utilize contractors and vendors procured by the Department of Information Resources (DIR) without the need for any further procurement process, and may engage such contractors or vendors through a Statement of Work or other means of identifying goods and services to be provided to the Mobility Authority and terms associated therewith.

**Backup Provided** - Draft Resolution  
Proposed Policy Code amendment

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

**RESOLUTION NO. 20-0XX**

**AMENDING MOBILITY AUTHORITY POLICY CODE CHAPTER 4, ARTICLE 15,  
REGARDING THE USE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES  
COOPERATIVE CONTRACTS**

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

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

WHEREAS, Chapter 4, Article 15, of the Policy Code sets forth policies for utilization of state cooperative purchasing programs and intergovernmental agreements; and

WHEREAS, the Texas Department of Information Resources (“DIR”) has established a cooperative contracting program under which political subdivisions, such as the Mobility Authority, may utilize master contracts procured by DIR to obtain goods and services; and

WHEREAS, utilization of DIR cooperative contracts would benefit the Mobility Authority by saving the time and expense of undergoing lengthy procurement processes while providing access to advantageous pricing discounts by leveraging the volume purchasing of the DIR cooperative contracts; and

WHEREAS, the Executive Director recommends amending Chapter 4, Article 15, of the Policy Code to utilize DIR cooperative contracts as shown in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby amends Chapter 4, Article 5, of the Policy Code to allow the use of DIR cooperative contracts, as shown in Exhibit A attached hereto.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18th day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

## **ARTICLE 15. STATE COOPERATIVE PURCHASING PROGRAMS AND INTERGOVERNMENTAL AGREEMENTS**

### **401.007 State of Texas CO-OP Purchasing Program.**

Pursuant to and in accordance with Section 2155.204, Government Code, and Subchapter D, Chapter 271, Local Government Code, the authority may request the Texas Comptroller of Public Accounts to allow the authority to participate on a voluntary basis in the program established by the comptroller by which the comptroller performs purchasing services for local governments.

### **401.008 State of Texas Department of Information Resources Cooperative Contracts.**

Pursuant to and in accordance with Section 2054.0565, Government Code and procedures established by the Texas Department of Information Resources (DIR), the authority may utilize DIR cooperative contracts to procure goods and services.

### **401.009 Catalog Purchase of Automated Information Systems.**

Pursuant to and in accordance with Chapter 2157, Government Code, the authority may utilize the catalogue purchasing procedure established by the comptroller with respect to the purchase of automated information systems.

### **401.010 Cooperative Purchases.**

Pursuant to and in accordance with Subchapter F, Chapter 271, Local Government Code, the authority may participate in one or more cooperative purchasing programs with local governments or local cooperative programs.

### **401.011 Interlocal Agreements with TxDOT.**

Subject to limitations imposed by general law, the authority may enter into inter-local agreements with TxDOT to procure goods and services from TxDOT.

### **401.012 Effect of Procurements under this Article.**

Purchases made through the comptroller, the Texas Department of Information Resources, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of this chapter and shall be exempted from a procurement requirement contained in another article of this chapter.



## ARTICLE 15. STATE COOPERATIVE PURCHASING PROGRAMS AND INTERGOVERNMENTAL AGREEMENTS

### 401.007 State of Texas CO-OP Purchasing Program.

Pursuant to and in accordance with Section 2155.204, Government Code, and Subchapter D, Chapter 271, Local Government Code, the authority may request the Texas Comptroller of Public Accounts to allow the authority to participate on a voluntary basis in the program established by the comptroller by which the comptroller performs purchasing services for local governments.

### 401.008 State of Texas Department of Information Resources Cooperative Contracts.

Pursuant to and in accordance with Section 2054.0565, Government Code, the authority may utilize a cooperative contract procured by the Department of Information Resources to obtain goods and services by following any procedure or process allowed by the State Department of Information Resources.

### 401.0089 Catalog Purchase of Automated Information Systems.

Pursuant to and in accordance with Chapter 2157, Government Code, the authority may utilize the catalogue purchasing procedure established by the comptroller with respect to the purchase of automated information systems.

### 401.010 Cooperative Purchases.

Pursuant to and in accordance with Subchapter F, Chapter 271, Local Government Code, the authority may participate in one or more cooperative purchasing programs with local governments or local cooperative programs.

### 401.011 Interlocal Agreements with TxDOT.

Subject to limitations imposed by general law, the authority may enter into inter-local agreements with TxDOT to procure goods and services from TxDOT.

### 401.012 Effect of Procurements under this Article.

Purchases made through the comptroller, Department of Information Resources, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of this chapter and shall be exempted from a procurement requirement contained in another article of this chapter.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #10**

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Approve Amendment No. 2 to the contract with  
RS&H, Inc. to extend the termination date for  
construction inspection services for the 183  
South Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$0.00 (no additional funding required)  
Funding Source: N/A  
Action Requested: Consider and act on draft resolution

**Project Description/Background** – RS&H, Inc. has served as the Mobility Authority’s construction inspection firm for the 183 South Project since 2016. RS&H, Inc. was procured through a qualifications-based selection conducted in accordance with the Professional Services Procurement Act. RS&H Inc. has provided approximately 13 direct employees and 7 other sub-consultant employees providing inspection expertise for earthwork, roadway, structures, and traffic control activities for the Project.

**Previous Actions/Brief History of the Project/Program** – The Mobility Authority entered into a contract with RS&H Inc. in December 2015. RS&H Inc. has provided construction inspection services from December 2015 to present. The original not-to-exceed contract value was \$18,000,000 and was anticipated to cover construction inspection services through November 2019.

In March 2020, the Board of Directors approved an amendment to the original contract to increase the not-to-exceed contract amount to \$21,600,000 and extend the termination date to December 31, 2020.

**Action requested/Staff Recommendation** - Staff recommends approving amendment #2 to the original construction inspection services contract to revise the current termination date from December 31, 2020 to Final Acceptance of the Project.

**Funding** – No additional funding required

**Backup Provided:** Draft Resolution  
Amendment No. 2

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

**RESOLUTION NO. 20-0XX**

**APPROVING AMENDMENT NO. 2 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 (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, by Resolution No. 20-020, dated March 25, 2020, the Board of Directors approved Amendment No. 1 to the Contract to increase the contract value to \$21,600,000 and to extend the contract term to December 31, 2020; and

WHEREAS, the Mobility Authority requires construction inspection services to continue through the completion of the 183 South (Bergstrom Expressway) Project; and

WHEREAS, the Executive Director and RS&H Inc. have negotiated Amendment No. 2 to the Contract to extend the contract term to the date of Final Acceptance of the Project; and

WHEREAS, the Executive Director recommends approving Amendment No. 2 to the Contract 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. 2 to the contract with RS&H Inc. for construction inspection services for the 183 South (Bergstrom Expressway) Project to extend the contract term to the date of Final Acceptance of the Project and authorizes the Executive Director to finalize and execute proposed Amendment No. 2 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

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

This Second Amendment to the Agreement between Central Texas Regional Mobility Authority (“Mobility Authority”) and RS&H, Inc., (“Engineer”) effective December 15, 2015 is made effective November 18, 2020 and is for the purpose of amending the expiration date of the Agreement.

The Mobility Authority and Engineer hereby agree that:

**PART I.** The Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Amendment.

**PART IV.** This Amendment shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by an Amendment.

**PART V.** This Amendment does not waive the parties’ responsibilities and obligations provided under the Contract.

This Amendment shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Agreement not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Mike Heiligenstein  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
(Date)

**Exhibit C-1**

**Work Schedule**

The Engineer will perform Construction Inspection Services as described in this Amendment and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration..... Final Acceptance of Project



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
Agenda Item #11

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Approve Supplemental Work Authorization No. 2 to Work Authorization No. 2 with Rodriguez Engineering Laboratories, LLC to extend the termination date for material acceptance testing services for the 183 South Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$0 (no additional funding required)  
Funding Source: Project Funds  
Action Requested: Consider and act on draft resolution

**Project Description/Background** – Rodriguez Engineering Laboratories, LLC (“REL”) has served as the Mobility Authority’s materials acceptance testing firm on the 183 South Project since March 2016. REL was procured through a qualifications-based selection conducted in accordance with the Professional Services Procurement Act. REL has provided testing personnel and laboratory services for the 183 South Project to ensure that materials constructed and installed by the Design/Build Contractor meets contract requirements.

**Previous Actions/Brief History of the Project/Program** – The Mobility Authority executed a contract for Materials Acceptance Testing Services for the 183 South Project in December 2015. This contract included a not-to-exceed value of \$5,000,000. In February 2020, the Mobility Authority executed Supplemental Work Authorization No. 1 to Work Authorization No. 2 that included an expiration date of December 31, 2020.

**Action requested/Staff Recommendation** - Staff recommends approving Supplemental Work Authorization No. 2 to the Work Authorization No. 2 for material acceptance testing services to revise the current termination date from December 31, 2020 to Final Acceptance of the Project.

**Funding** - Not Applicable

**Backup Provided:**

Draft Resolution  
Supplemental Work Authorization No. 2 to  
Work Authorization No.2



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

**RESOLUTION NO. 20-0XX**

**APPROVING SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO  
WORK AUTHORIZATION NO. 2 WITH RODRIGUEZ ENGINEERING  
LABORATORIES, LLC FOR MATERIALS ACCEPTANCE TESTING FOR  
THE 183 SOUTH (BERGSTROM EXPRESSWAY) PROJECT**

WHEREAS, by Resolution No. 16-012 dated February 24, 2016, the Board of Directors approved Work Authorization No. 2 under the contract for materials acceptance testing with Rodriguez Engineering Laboratories, LLC for services to be provided on the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Mobility Authority requires materials acceptance testing services to continue through the completion of the 183 South (Bergstrom Expressway) Project; and

WHEREAS, the proposed Supplemental Work Authorization No. 2 extends the schedule for performance of Work Authorization No. 2 to the date of Final Acceptance of the Project; and

WHEREAS, the Executive Director recommends the approval of Supplemental Work Authorization No. 2 to Work Authorization No. 2 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 Supplemental Work Authorization No. 2 to Work Authorization No. 2 under the contract for materials acceptance testing with Rodriguez Engineering Laboratories, LLC to extend the schedule for performance of Work Authorization No. 2 to the date of Final Acceptance of the Project; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplemental Work Authorization No. 2 to Work Authorization No. 2 on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

**Supplemental Work Authorization No. 2  
to Work Authorization No. 2  
for Rodriguez Engineering Laboratories, LLC  
Agreement for Material Acceptance Testing Services  
for the 183 South (Bergstrom Expressway) Project**

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 between the Central Texas Regional Mobility Authority and Rodriguez Engineering Laboratories, LLC is made effective November 18, 2020 and is for the purpose of amending the expiration date of the Agreement.

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

**PART I.** Exhibits C and C-1, Work Schedules are deleted in their entirety and replaced with Exhibit C-2, Work Schedule, which is hereto attached and made part of this Supplemental Work Authorization.

**PART IV.** This Amendment shall become effective on the date of final execution of the parties hereto and shall terminate upon completion of the work, unless extended by a subsequent Supplemental Work Authorization.

**PART V.** This Amendment does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)  
Mike Heiligenstein  
\_\_\_\_\_  
Executive Director  
\_\_\_\_\_  
(Date)

**EXHIBIT C-2**

**WORK SCHEDULE**

The Engineer will perform Materials Acceptance Testing services as described in this Amendment and will submit deliverables to the Mobility Authority based on the following work schedule:

Original Notice to Proceed .....Approximately March 01, 2016

Contract Expiration..... Final Acceptance of the Project



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
Agenda Item #12

---

Approve Amendment No. 2 to the contract with  
McGray & McGray Land Surveyors, Inc. to  
extend the termination date for survey quality  
assurance services for the 183 South Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$0 (no additional funding required)  
Funding Source: Project Funds  
Action Requested: Consider and act on draft resolution

**Project Description/Background** – McGray & McGray Land Surveyors, Inc. (“McGray”) has served as the Mobility Authority’s Survey Quality Assurance firm on the 183 South Project (the “Project”) since December 2015. McGray was procured through a qualifications-based selection conducted in accordance with the Professional Services Procurement Act. McGray has provided survey crews for the Project to ensure that infrastructure constructed by the Design/Build Contractor is constructed horizontally and vertically in accordance with the design plans. This includes survey checks on roadway and structures (bridges and retaining walls) elements. These survey quality assurance services help to reduce errors in construction work and help to minimize rework of the constructed elements.

**Previous Actions/Brief History of the Project/Program** – The Mobility Authority executed a contract for Survey Quality Assurance services for the Project in December 2015. This contract included a not-to-exceed value of \$1,200,000.

In March 2020, the Board of Directors approved an amendment to the original contract to increase the not-to-exceed contract amount to \$1,300,000 and extend the termination date to December 31, 2020.

**Action requested/Staff Recommendation** - Staff recommends approving amendment #2 to the original survey quality assurance services contract to revise the current termination date from December 31, 2020 to Final Acceptance of the Project.

**Funding** - Not Applicable

**Backup Provided:** Draft Resolution  
Amendment No. 2

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

**RESOLUTION NO. 20-0XX**

**APPROVE AMENDMENT NO. 2 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 (the “Contract”); and

WHEREAS, by Resolution No. 20-021, dated March 25, 2020, the Board of Directors approved Amendment No. 1 to the Contract to increase the contract value to \$1,300,000 for ongoing survey quality assurance services for the 183 South (Bergstrom Expressway) Project through December 31, 2020; and

WHEREAS, the Mobility Authority requires survey quality assurance services to continue through the completion of the 183 South (Bergstrom Expressway) Project; and

WHEREAS, the Executive Director and McGray & McGray Land Surveyor Inc. have negotiated Amendment No. 2 to the Contract to extend the contract term to the date of Final Acceptance of the Project; and

WHEREAS, the Executive Director recommends approving Amendment No. 2 to the Contract 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. 2 to the contract with McGray & McGray Land Surveyor Inc. for survey quality assurance services for the 183 South (Bergstrom Expressway) Project to extend the contract term to the date of Final Acceptance of the Project and authorizes the Executive Director to finalize and execute proposed Amendment No. 2 in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

---

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

**Exhibit A**



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

This Second 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 November 18, 2020 and is for the purpose of amending the expiration date of the Agreement.

The Mobility Authority and Surveyor hereby agree that:

**PART I.** The Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Amendment.

**PART IV.** This Amendment shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by an Amendment to the Contract.

**PART V.** This Amendment does not waive the parties’ responsibilities and obligations provided under the Contract.

This Amendment shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

MCGRAY & MCGRAY  
LAND SURVEYORS, INC.

By: \_\_\_\_\_  
Mike Heiligenstein  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit C-1**

**Work Schedule**

The Surveyor will perform Survey Quality Assurance Services as described in this Amendment and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration.....Final Acceptance of the Project



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #13**

---

Authorize the Issuance, Sale and Delivery of a  
Central Texas Regional Mobility Authority  
Subordinate Lien Revenue Bonds (TIFIA  
Bonds), in accordance with specified  
parameters for the refunding of TIFIA bonds on  
183A Phase III, 290E Direct Connectors, and  
183 South

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

**Background** – The Mobility 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.

The Mobility Authority has certain outstanding bonds (the “Prior TIFIA Bonds”) evidencing loans with the United States Department of Transportation (USDOT) pursuant to the Transportation Infrastructure Finance and Innovation Act (TIFIA) relating to System Improvements.

Low current interest rates give the Mobility Authority an opportunity to refinance all of the outstanding Prior TIFIA Bonds.

**Previous Actions** – On September 30, 2020 the board adopted Resolution 20-061 (the “Resolution”) authorizing the issuance of System revenue obligations to finance the design and construction of certain System improvements including the 183A Phase III project. These revenue obligations included the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Series 2020E (the “Bonds”), and Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (the “BANs”). The Bonds and the BANs are expected to be delivered on November 19th. The BANs have a maturity date of January 1,



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

**RESOLUTION NO. 20-0XX**

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY SUBORDINATE LIEN REVENUE BONDS (COLLECTIVELY, THE “TIFIA BONDS”), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE; APPOINTING AN AUTHORIZED OFFICER TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS AND THE FORM OF THE TIFIA BONDS, APPROVE AND AUTHORIZE THE TERMS AND CONDITIONS OF A LOAN AGREEMENT PERTAINING TO THE TIFIA BONDS AND TO EXECUTE AND DELIVER SUCH LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE 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 and other applicable law, 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, Chapter 1371, Texas Government Code (“Chapter 1371”) 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”), each 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; (xii) Twenty-First Supplemental Trust Indenture (the “Twenty-First Supplement”), between the Authority and the Trustee and dated as of January 1, 2020; and (xiii) Twenty-Second Supplemental Trust Indenture (the “Twenty-Second Supplement”) and Twenty-Third Supplemental Trust Indenture (the “Twenty-Third Supplement”), each between the Authority and the Trustee and dated as of September 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, the Twenty-First Supplement, the Twenty-Second Supplement, the Twenty-Third Supplement, the Twenty-Fourth Supplement (as hereinafter defined), and the Twenty-Fifth Supplement (as hereinafter defined), is referred to herein as the “Indenture”); and

WHEREAS, Sections 301, 302, 706, 708, 1001 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 Subordinate Lien Obligations, and to include in such supplemental indentures the terms of such Additional Subordinate Lien Obligations 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, the Authority is in the process of issuing and delivering its (i) Senior Lien Revenue Bonds, Series 2020E (the “Series 2020E Bonds”) pursuant to that certain Twenty-Fourth Supplemental Trust Indenture (the “Twenty-Fourth Supplement”), between the Authority and the Trustee and dated as of November 1, 2020, which Twenty-Fourth Supplement is expected to be executed and delivered on November 19, 2020, (ii) Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (the “Series 2020F BANs”) pursuant to that certain Twenty-Fifth Supplemental Trust Indenture (the “Twenty Fifth Supplement”), between the Authority and the Trustee and dated as of November 1, 2020, which Twenty-Fifth Supplement is expected to be executed and delivered on November 19, 2020, and (iii) Subordinate Lien Revenue Refunding Bonds, Series 2020G (the “Series 2020G Bonds”) pursuant to the Twenty-Fifth Supplement; and

WHEREAS, the Authority has previously issued and has Outstanding its (i) Subordinate Lien Revenue Bond, Taxable Series 2015C (the “Series 2015C Bond”) and (ii) Subordinate Lien Revenue Bond, Taxable Series 2019 (the “Series 2019 Bond” and, together with the Series 2015C Bond, the “Prior TIFIA Bonds”); and

WHEREAS, the Board of Directors (the “Board”) of the Authority has determined to refinance, refund and redeem all of the Outstanding Prior TIFIA Bonds; and

WHEREAS, pursuant to the Act, the Board has determined to issue one or more series of its Subordinate Lien Revenue Bonds (collectively, the “TIFIA Bonds”) pursuant to the Master Indenture and a Twenty-Sixth Supplemental Trust Indenture (the “Twenty-Sixth Supplement”), dated as of the date specified in the Award Certificate (as hereinafter defined), and being 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, in connection with the issuance and delivery of the TIFIA Bonds, the Board further desires to authorize the execution and delivery of a TIFIA Loan Agreement (the “TIFIA Loan Agreement”), between the Authority and the United States Department of Transportation (“USDOT”), in substantially the form attached as Exhibit A to the Twenty-Sixth Supplement; and

WHEREAS, the Board has been presented with and examined the proposed form of the Twenty-Sixth Supplement and the Board finds that the form and substance of such document is 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 TIFIA Bonds and to authorize the execution and delivery of such documents; 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 TIFIA Bonds, as provided herein, and to make such determinations and findings as may be required by the Twenty-Sixth Supplement and to carry out the purposes of this Resolution and execute an Award Certificate setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the TIFIA Bonds; and

WHEREAS, the Board desires to authorize the execution and delivery of the Twenty-Sixth Supplement, providing for the issuance of and setting forth the terms and provisions relating to the TIFIA Bonds, to be issued as Additional Subordinate Lien Obligations, and the pledge and security therefor, in the substantially final form of the Twenty-Sixth Supplement; and

WHEREAS, the TIFIA Bonds 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 the Twenty-Sixth Supplement; and

WHEREAS, the Board desires to provide for the issuance of the TIFIA Bonds in accordance with the Master Indenture and the Twenty-Sixth Supplement, and to authorize the execution and delivery of the Twenty-Sixth Supplement and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

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. (a) 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 and the Twenty-Sixth Supplement.

(b) The Board has found and determined that the TIFIA Bonds may be issued as Additional Subordinate Lien Obligations as designated by the Authorized Officer (as defined herein) in the Award Certificate (the "Award Certificate"), and as Long-Term Obligations.

(c) 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.

(d) The Board hereby finds and determines that the issuance of the TIFIA Bonds for the purposes specified herein is in the best interest of the Authority.

## ARTICLE II

### ISSUANCE OF TIFIA BONDS; APPROVAL OF DOCUMENTS

Section 2.1. Issuance, Execution and Delivery of TIFIA Bonds; Approval of the Twenty-Sixth Supplement. The Authority hereby authorizes, approves and directs the issuance of



the TIFIA Bonds in accordance with the terms of this Resolution, the Master Indenture and the Twenty-Sixth Supplement, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Twenty-Sixth 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 the Twenty-Sixth Supplement and the Secretary is hereby authorized to attest the signature of the Authorized Officer.

Section 2.2. The Issuance of the TIFIA Bonds. The issuance, execution and delivery of the TIFIA Bonds, which shall be issued in the aggregate principal amount and bearing interest in accordance with the terms of the Twenty-Sixth Supplement, all as determined by the Authorized Officer and set forth in the Award Certificate, for the purposes of (i) financing a portion of the Costs of the 2020 Project (as defined in the Twenty-Sixth Supplement) and refinancing Costs of the 2020 Project funded with the proceeds of the Series 2020F BANs, and (ii) refinancing the Prior TIFIA Bonds, all pursuant to and in accordance with the Master Indenture and the Twenty-Sixth Supplement, are hereby authorized and approved. The TIFIA Bonds may be issued in one or more series, subseries or tranches, or any combination thereof; may have such designation or designations; and may have such other terms and provisions as are determined by the Authorized Officer and set forth in the Award Certificate. The Award Certificate may make reference to the TIFIA Loan Agreement described in Section 2.3 relating to the TIFIA Bonds for any of the terms and provisions of the TIFIA Bonds.

Section 2.3. Approval and Execution of TIFIA Loan Agreement. The terms and provisions of the TIFIA Loan Agreement, in substantially the form presented at this meeting, are 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 and deliver the TIFIA Loan Agreement.

### ARTICLE III

#### APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

Section 3.1. 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 the Twenty-Sixth Supplement. The Authorized Officer is hereby authorized and directed to execute the Award Certificate setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the Twenty-Sixth Supplement.

Section 3.2. Delegation of Authority. (a) 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 TIFIA Bonds, whether the TIFIA Bonds will be issued in one or more series, subseries or tranches, or any combination thereof, the dated date for the Twenty-Sixth Supplement, the dated date for the TIFIA Bonds, the price at which the TIFIA Bonds will be sold, any different or additional designation or title of the TIFIA Bonds, the aggregate principal amount and maturity

dates for the TIFIA Bonds, the per annum interest rates for the TIFIA Bonds, the redemption and prepayment provisions, dates and prices for the TIFIA Bonds, the final form of the TIFIA Bonds and such other terms and provisions that shall be applicable to the TIFIA Bonds, to approve the final terms and provisions of the Twenty-Sixth Supplement and the TIFIA Loan Agreement, and additional or different numbering or designation of the Twenty-Sixth Supplement, and to make such findings and determinations as are otherwise authorized herein or as may be required by the Twenty-Sixth Supplement and the TIFIA Loan Agreement to carry out the purposes of this Resolution and to execute the Award Certificate 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 TIFIA Bonds; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the TIFIA Bonds to be issued shall not exceed \$490,000,000; and
- (ii) the TIFIA Bonds shall not bear interest at an initial rate greater than 4.0%; and
- (iii) the refinancing of the Outstanding Prior TIFIA Bonds shall result in a debt service savings;

all based on the terms, conditions and provisions negotiated by the Authority for the TIFIA Bonds.

Section 3.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article III of this Resolution shall expire at 5:00 p.m. Central Time on November 15, 2021, unless otherwise extended by the Board by separate Resolution. If an Award Certificate is executed prior to 5:00 p.m. Central Time on November 15, 2021, the TIFIA Bonds may be delivered to USDOT after such date.

## ARTICLE IV

### APPROVAL OF SALE OF TIFIA BONDS

Section 4.1. Approval of Execution and Delivery of TIFIA Bonds. The execution and delivery of the TIFIA Bonds to USDOT in the aggregate principal amount, maturing on the dates, bearing interest at the rates, and with the terms and provisions set forth in the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement, as determined by the Authorized Officer, is hereby authorized and approved. The Authorized Officer is hereby authorized to approve the final terms and provisions of the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement and to execute and deliver the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

Section 4.2. Best Terms Available. The Authorized Officer is hereby authorized to make findings in the Award Certificate to the effect that the prices, maturity dates, interest rates and other terms and provisions of the TIFIA Bonds, as negotiated by the Authority, are the best terms reasonably available and advantageous to the Authority, as determined by the Authorized Officer.

## ARTICLE V

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

Section 5.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the TIFIA Bonds shall be used for the purposes set forth in and in accordance with the terms and provisions of the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement. The deposit and application of the proceeds from the sale of the TIFIA Bonds shall be set forth in a Letter of Instruction of the Authority executed by the Authorized Officer.

Section 5.2. 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, without limitation, amendments, modifications, supplements, waivers 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, notices 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, the Twenty-Sixth Supplement, the Award Certificate and the TIFIA Loan Agreement.

Section 5.3. 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 TIFIA Bonds in accordance with the terms of the Master Indenture and the Twenty-Sixth 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 VI

### APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 6.1. 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, a transcript of the legal proceedings relating to the issuance, sale and delivery of the TIFIA Bonds 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 record of proceedings for the TIFIA Bonds to the Attorney General of the State of Texas for examination and approval of such TIFIA Bonds, 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 TIFIA Bonds shall be delivered to the Trustee for delivery to USDOT upon satisfaction of the requirements of the Indenture and the Twenty-Sixth Supplement.

Section 6.2. 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 TIFIA Bonds and for all other Authority activities.

Section 6.3. 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 and consultants in connection with the issuance of the TIFIA Bonds are hereby approved, ratified and confirmed.

Section 6.4. 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 Twenty-Sixth Supplement with respect to the investment of proceeds of the TIFIA Bonds and other funds of the Authority.

Section 6.5. 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 whether the TIFIA Bonds will be issued as a taxable bond or a tax-exempt bond 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 VII

### GENERAL PROVISIONS

Section 7.1. 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 TIFIA Bonds herein authorized.

Section 7.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Adopted, passed and approved by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

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TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND

REGIONS BANK, TRUSTEE

AUTHORIZING

SUBORDINATE LIEN REVENUE BOND,

TAXABLE SERIES 2020H

Dated as of December 1, 2020

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## TWENTIETH SUPPLEMENTAL TRUST INDENTURE

THIS TWENTY-SIXTH SUPPLEMENTAL TRUST INDENTURE, dated as of December 1, 2020 (this “Supplemental Indenture” or “Twenty-Sixth Supplemental Indenture”), is made by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and REGIONS BANK, an Alabama state banking corporation, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meaning as provided in Section 1.2 of this Supplemental Indenture.

### RECITALS

WHEREAS, 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, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, Chapter 1371, Texas Government Code (“Chapter 1371”), and other applicable laws, 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); and (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 or refinance 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 (iv) enter into this Supplemental Indenture for the purposes provided herein; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 1002 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master 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, the Authority has previously issued and has outstanding (i) its Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F (the “Series 2020F BANs”); (ii) Subordinate Lien Revenue Bond, Taxable Series 2015C (the Series 2015C Bond”); and (iii) Subordinate Lien Revenue Bond, Taxable Series 2019 (the “Series 2019 Bond” and together with the Series 2015C Bond, the “Prior TIFIA Bonds”); and

WHEREAS, pursuant to the authority granted in the Act, Chapter 1371 and other applicable laws, the Authority has determined to enter into the TIFIA Loan Agreement (as defined herein) for the purposes of (i) financing a portion of the Eligible Project Costs (as defined in the TIFIA Loan Agreement) of the 2020 Project (as hereinafter defined) and refinancing Eligible Project Costs funded with the proceeds of the Series 2018 BANs, and (ii) refinancing Eligible Project Costs funded with the proceeds of the Prior TIFIA Bonds; and

WHEREAS, pursuant to the authority granted in the Act and Chapter 1371, the Authority has determined to authorize the issuance of the 2020H TIFIA Bond (as hereinafter defined) to evidence the obligation under the TIFIA Loan Agreement as a Subordinate Lien Obligation; and

WHEREAS, the Board hereby finds and determines that the issuance of the 2020H TIFIA Bond is in the best interest of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Officer to make such findings and determinations as may be required in connection with the issuance of the 2020H TIFIA Bond and to set forth such findings and determinations in the Award Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the TIFIA Loan Agreement and the issuance of the 2020H TIFIA Bond have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the 2020H TIFIA Bond and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the 2020H TIFIA Bond by the holder thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the 2020H TIFIA Bond is to be issued, authenticated, delivered and accepted by the Holder thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the 2020H TIFIA Bond, as follows:

## ARTICLE I.

### DEFINITIONS AND STATUTORY AUTHORITY

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions.

Unless the context shall require otherwise, all defined terms contained in the Master Indenture and the TIFIA Loan Agreement shall have the same meanings in this Supplemental Indenture as such defined terms are given in Section 101 of the Master Indenture and in the TIFIA Loan Agreement, as applicable.

As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2020 Project” shall have the meaning given to such term in the Twenty-Fourth Supplemental Indenture. The 2020 Project is also referred to and defined as the “Project” in the TIFIA Loan Agreement.

“2020 Project Account” shall mean the account by that name established in the Twenty-Fourth Supplemental Indenture as part of the Construction Fund.

“2020H TIFIA Bond” shall mean the Subordinate Lien Revenue Bond, Taxable Series 2020H authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“2020H TIFIA SUB LIEN Project Subaccount” shall mean the “2020H TIFIA Subordinate Lien Project Subaccount” established pursuant to Section 3.2 hereof as part of the 2020 Project Account.

“Authorized Officer” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” means the Award Certificate executed and delivered by an Authorized Officer pursuant to Section 2.1 hereof in connection with the issuance and delivery of the 2020H TIFIA Bond authorized to be issued hereunder.

“Bond Form” shall mean the substantially final form of the 2020H TIFIA Bond attached as Exhibit A to the TIFIA Loan Agreement, with such changes and modifications as shall be appropriate to conform to the terms of the Award Certificate.

“Bond Resolution” shall mean Resolution No. 20-\_\_\_\_, adopted by the Board of Directors of the Authority on November 18, 2020.

“Debt Service Account 2020H TIFIA SUB LIEN” shall mean the “Debt Service Account 2020H TIFIA Subordinate Lien” established in Section 3.3 hereof as part of the Subordinate Lien Debt Service Fund and any Accounts established therein pursuant to this Supplemental Indenture or a Letter of Instructions signed by an Authorized Officer.

“Debt Service Reserve Account 2020H TIFIA SUB LIEN” shall mean the “Debt Service Reserve Account 2020H TIFIA Subordinate Lien” established as part of the Subordinate Lien Debt Service Reserve Fund pursuant to Section 3.4 hereof.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Houston, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the 2020H TIFIA Bond.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to the date of this Twenty-Sixth Supplemental Indenture; (ii) by this Twenty-Sixth Supplemental Indenture; and (iii) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial 2020H TIFIA Bond ” shall mean the Initial 2020H TIFIA Bond as described in Section 2.4 hereof.

“Interest Payment Date” shall mean, with respect to the 2020H TIFIA Bond, those dates on which interest is payable pursuant to the TIFIA Loan Agreement.

“Issuance Date” shall mean the date of initial issuance and delivery of the 2020H TIFIA Bond to The United States Department of Transportation, or its designee.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Twenty-Fifth Supplemental Indenture” shall mean the Twenty-Fifth Supplemental Trust Indenture, dated as of November 1, 2020, between the Authority and the Trustee.

“Series 2020F BANs” shall mean the Authority’s Subordinate Lien Revenue Bond Anticipation Notes, Series 2020F, authorized pursuant to the Twenty-Fifth Supplemental Indenture.

“Series 2020H TIFIA SUB LIEN DSR Requirement” shall mean the “Series 2020H TIFIA Bond Subordinate Lien Debt Service Reserve Requirement” which shall be an amount equal to the TIFIA Debt Service Required Balance, as defined in the TIFIA Loan Agreement.

“Springing Lien Account” shall have the meaning given to such term in the Twelfth Supplemental Indenture.

“Springing Lien Obligation” shall have the meaning given to such term in the Twelfth Supplemental Indenture.

“Supplemental Indenture” or “Twenty-Sixth Supplemental Indenture” shall mean this Twenty-Sixth Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“TIFIA Loan Agreement” shall have the meaning given to such term in Section 2.1 of this Supplemental Indenture.

“Twelfth Supplemental Indenture” shall mean the Twelfth Supplemental Trust Indenture, dated as of November 1, 2015, between the Authority and the Trustee.

“Twenty-Fourth Supplemental Indenture” shall mean the Twenty-Fourth Supplemental Indenture, dated as of November 1, 2020, between the Authority and the Trustee.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 1002(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as otherwise explicitly provided in this Supplemental Indenture, the Indenture shall be in full force and effect and govern the 2020H TIFIA Bond, it being the express intention of the parties that this Supplemental Indenture supplements the Master Indenture by providing the terms and provisions related to the TIFIA Loan Agreement and authorizes the issuance of the 2020H TIFIA Bond to evidence the obligation under the TIFIA Loan Agreement as a Subordinate Lien Obligation.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture or in the 2020H TIFIA Bond, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holder of the 2020H TIFIA Bond, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative or Authorized Officer of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

## ARTICLE II.

### AUTHORIZATION AND TERMS OF 2020H TIFIA BOND

Section 2.1. Authorization, Principal Amount, Designation of Series, Terms and Provisions to Apply.

(a) The Authority hereby approves the terms and provisions of the TIFIA Loan Agreement (the “TIFIA Loan Agreement”) attached as Exhibit A to this Supplemental Indenture. To evidence the obligation under the TIFIA Loan Agreement, the Subordinate Lien Revenue Bond, Taxable Series 2020H, designated as such in the Award Certificate (defined herein as the “2020H TIFIA Bond”), is hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, this Supplemental Indenture, the Act, Chapter 1371 and the TIFIA Loan Agreement. The 2020H TIFIA Bond is hereby authorized to be issued in the maximum principal amount (excluding capitalized interest) set forth in the TIFIA Loan Agreement. The Authorized Officer shall make such findings as required by law with respect to the 2020H TIFIA Bond, as authorized by the Bond Resolution, this Supplemental Indenture or as otherwise deemed appropriate by the Authorized Officer, all of which shall be set forth in the Award Certificate. The terms of the 2020H TIFIA Bond shall be as set forth in the Master Indenture, this Supplemental Indenture, the Award Certificate, the TIFIA Loan Agreement and the Bond Form. All terms and provisions of the Award Certificate relating to the 2020H TIFIA Bond and all of the terms and provisions of the TIFIA Loan Agreement shall be deemed to be incorporated into and shall become a part of this Supplemental Indenture; provided, that

amendment of the TIFIA Loan Agreement shall be governed exclusively by the TIFIA Loan Agreement and any amendment to the TIFIA Loan Agreement shall be deemed an amendment to this Supplemental Indenture.

(b) The 2020H TIFIA Bond (i) may and shall be prepaid or redeemed prior to the respective payment dates, (ii) may be assigned and transferred, (iii) may be exchanged, (iv) shall be designated and have the characteristics, (v) shall be signed and sealed, (vi) shall mature on such dates and bear interest at such rate or rates, and (vii) the principal amount and redemption price and interest on the 2020H TIFIA Bond shall be payable, all as provided, and in the manner required or indicated, in this Supplemental Indenture, the TIFIA Loan Agreement, the Award Certificate and the Bond Form.

Section 2.2. Purpose. The 2020H TIFIA Bond is issued in accordance with Section 302(a) and (b) of the Master Indenture for the purposes of (i) financing a portion of the Eligible Costs of the 2020 Project, and refinancing Eligible Project Costs funded with the proceeds of the Series 2020F BANs, and (ii) refinancing Eligible Project Costs funded with the Prior TIFIA Bonds, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The 2020H TIFIA Bond is designated as a Subordinate Lien Obligation, an Obligation of the type described in Section 706(c) of the Master Indenture, a Current Interest Bond and a Long-Term Obligation under the Master Indenture.

(b) Subject to the provisions of Section 6.1, the 2020H TIFIA Bond shall be a limited obligation of the Authority constituting a Subordinate Lien Obligation payable from and secured solely by a lien on, pledge of and security interest in the Trust Estate, which lien and pledge are junior and subordinate to the Senior Lien Obligations and the Junior Lien Obligations; provided, that the interest of the 2020H TIFIA Bond in the Construction Fund shall be limited to amounts on deposit in the 290 East 2020H TIFIA SUB LIEN Project Subaccount. The 2020H TIFIA Bond, as a Subordinate Lien Obligation (or as a Senior Lien Obligation to the extent the 2020H TIFIA Bond becomes a Senior Lien Obligation pursuant to Section 6.1), shall constitute a valid claim of the Holder thereof against the Trust Estate (including the Debt Service Reserve Account 2020H TIFIA SUB LIEN, as provided herein), which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the 2020H TIFIA Bond. The 2020H TIFIA Bond shall not constitute a general obligation of the Authority and under no circumstances shall the 2020H TIFIA Bond be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of Subordinate Lien Obligations (or for the payment of Senior Lien Obligations to the extent the 2020H TIFIA Bond becomes a Senior Lien Obligation pursuant to Section 6.1).

Any and all amounts deposited to the Debt Service Reserve Account 2020H TIFIA SUB LIEN are pledged to the payment of the 2020H TIFIA Bond. Under no circumstances shall any other Obligations, whether previously issued or hereafter issued, be payable from or secured by amounts on deposit in the Debt Service Reserve Account 2020H TIFIA SUB LIEN unless

otherwise expressly provided by the Authority in a Supplemental Indenture with the consent of the Holders of 100% of the aggregate principal amount of the 2020H TIFIA Bond.

NONE OF THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020H TIFIA BOND. THE 2020H TIFIA BOND IS PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2020H TIFIA BOND. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE 2020H TIFIA BOND SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE 2020H TIFIA BOND SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

Section 2.4. Date, Numbers, and Letters.

(a) The 2020H TIFIA Bond shall be dated as provided in the Award Certificate.

(b) Unless the Authority shall direct otherwise, the 2020H TIFIA Bond shall be lettered and numbered separately from A-1 upward. The 2020H TIFIA Bond registered by the Comptroller of Public Accounts of the State of Texas (the "Initial 2020H TIFIA Bond") shall be lettered and numbered A-1.

Section 2.5. Interest Payment Dates, Interest Rate and Maturity Date.

(a) Interest on the 2020H TIFIA Bond shall payable on each Interest Payment Date as provided in the TIFIA Loan Agreement.

(b) The 2020H TIFIA Bond shall mature on the date or dates and shall bear interest at the per annum rate or rates set forth in the TIFIA Loan Agreement in accordance with the provisions of the Transportation Infrastructure Finance and Innovation Act of 1998, 23 USC Section 181, et seq.

Section 2.6. Paying Agent; Method and Place of Payment. The Trustee is hereby appointed as Paying Agent for the 2020H TIFIA Bond. The principal of the 2020H TIFIA Bond shall be payable on the due date thereof (whether at stated maturity or, if applicable, on a prior redemption date or optional or mandatory prepayment date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office. The principal amount and redemption price of and interest on the 2020H TIFIA Bond shall be payable at the times and in the manner provided in the TIFIA Loan Agreement and the Bond Form.

Section 2.7. Sale of 2020H TIFIA Bond. It is hereby found and determined to be in the best interest of the Authority for the 2020H TIFIA Bond issued under this Supplemental Indenture



to be sold to The United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau. The 2020H TIFIA Bond shall not be issued initially as a book-entry-only obligation.

Section 2.8. Prepayment. The 2020H TIFIA Bond shall be subject to prepayment or redemption, in whole or in part, and at such times, in such amounts and with such notice as may be provided in the TIFIA Loan Agreement.

### **ARTICLE III.**

#### **ACCOUNTS; APPLICATION OF PROCEEDS**

Section 3.1. 2020 Project Account. The 2020 Project Account established pursuant to Section 3.1(a) of the Twenty-Fourth Supplemental Indenture is hereby confirmed and ratified.

Section 3.2. 2020H TIFIA SUB LIEN Project Subaccount.

(a) There is hereby established within the 2020 Project Account a subaccount designated “2020H TIFIA Subordinate Lien Project Subaccount” (“2020H TIFIA SUB LIEN Project Subaccount”).

(b) [The Authority shall deposit with the Trustee all of the net proceeds of the 2020H TIFIA Bond as received by the Authority pursuant to disbursements made under and pursuant to the provisions of the TIFIA Loan Agreement for the purpose of financing Eligible Project Costs of the 2020 Project and refinancing Eligible Project Costs funded with proceeds of the Series 2020F BANs, and the Trustee shall deposit such proceeds to the credit of the 2020H TIFIA SUB Lien Project Subaccount.]

(c) [Amounts on deposit in the 2020H TIFIA SUB LIEN Project Subaccount shall be used for the purpose of paying a portion of the Eligible Project Costs of the 2020 Project and the refinancing of Eligible Project Costs funded with proceeds of the Series 2020F BANs, in accordance with and subject to the provisions of the Indenture and the provisions of the TIFIA Loan Agreement.]

(d) The Authority shall submit written requisition requests in the form of Exhibit B to this Supplemental Indenture to request disbursements from the 2020H TIFIA SUB LIEN Project Subaccount in accordance with the Indenture. Amounts requisitioned by the Authority for the purpose of refinancing Eligible Project Costs funded with the proceeds of the Series 2020F BANs shall be transferred by the Trustee to such Funds, Accounts or subaccounts (whether existing or hereafter created for such purpose, and including without limitation, the Debt Service Account 2020F Subordinate Lien established in the Twenty-Fifth Supplemental Indenture) as directed by the Authority in a Letter of Instructions and shall be used for such purpose.

(e) Proceeds of the TIFIA Bonds as received by the Authority pursuant to disbursements made under and pursuant to the provisions of the TIFIA Loan Agreement for the purpose of refinancing Eligible Project Costs funded with proceeds of the Prior TIFIA Bond shall be disbursed as directed by the TIFIA Loan Agreement and, if necessary, a Letter of Instructions of the Authority and used for such purpose.

Section 3.3. Debt Service Account 2020H TIFIA Subordinate Lien.

(a) There is hereby established within the Subordinate Lien Debt Service Fund an account designated “Debt Service Account 2020H TIFIA Subordinate Lien” (the “Debt Service Account 2020H TIFIA SUB LIEN” and also referred to in the TIFIA Loan Agreement as the “TIFIA Debt Service Account”). Moneys on deposit in the Debt Service Account 2020H TIFIA SUB LIEN shall be used to pay debt service on the 2020H TIFIA Bond when due.

(b) On or prior to each Interest Payment Date with respect to the 2020H TIFIA Bond, the Trustee shall deposit to the Debt Service Account 2020H TIFIA SUB LIEN from Revenues an amount sufficient to pay debt service then due on the 2020H TIFIA Bond.

Section 3.4. Debt Service Reserve Account 2020H TIFIA Subordinate Lien.

(a) There is hereby established within the Subordinate Lien Debt Service Reserve Fund an account designated “Debt Service Reserve Account 2020H TIFIA Subordinate Lien” (the “Debt Service Reserve Account 2020H TIFIA SUB LIEN” and also referred to in the TIFIA Loan Agreement as the “TIFIA Debt Service Reserve Account”).

(b) The Debt Service Reserve Account 2020H TIFIA SUB LIEN shall be funded, maintained and applied, and amounts therein shall be subject to release and withdrawal, as provided in [Sections 16(k)(ii), (iv), (v) and (vi) of the TIFIA Loan Agreement, Section 513 of the Master Indenture and Section 6.1 of this Supplemental Indenture.]

(c) Amounts on deposit in the Debt Service Reserve Account 2020H TIFIA SUB LIEN are hereby pledged to the payment of the 2020H TIFIA Bond. Under no circumstances shall any other Obligations, whether previously issued or hereafter issued, have any rights to monies on deposit in the Debt Service Reserve Account 2020H TIFIA SUB LIEN. Any additional Obligations issued after the Issuance Date shall only have such rights to monies on deposit in the Subordinate Lien Debt Service Reserve Fund, including amounts on deposit in the Debt Service Reserve Account 2020H TIFIA SUB LIEN, as is specifically set forth in the Supplemental Indenture relating to such additional Obligations and, with respect to the Debt Service Reserve Account 2020H TIFIA SUB LIEN, with the consent of the Holders of 100% of the aggregate principal amount of the 2020H TIFIA Bond.

**ARTICLE IV.**

**FORM OF BOND**

Section 4.1. Form of 2020H TIFIA Bond. The form of the 2020H TIFIA Bond, including any 2020H TIFIA Bond issued in exchange or replacement for any other 2020H TIFIA Bond or portion thereof, including the form of the Trustee’s Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to the Initial 2020H TIFIA Bond and the Form of Assignment, shall be substantially as set forth in or attached as Exhibit A to the TIFIA Loan Agreement, with such omissions, insertions, and variations as permitted or required by the Master Indenture, this Supplemental Indenture and the Award Certificate.

Section 4.2. Initial 2020H TIFIA Bond. The Award Certificate may provide for the use of an Initial 2020H TIFIA Bond, as described in Section 2.4, representing the entire principal amount of 2020H TIFIA Bond, payable in stated installments to the order of The United States Department of Transportation or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding Bonds.

(a) The 2020H TIFIA Bond may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the 2020H TIFIA Bond, as evidenced by their execution thereof.

(b) The definitive 2020H TIFIA Bond shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such 2020H TIFIA Bond, as evidenced by their execution thereof.

(c) The Initial 2020H TIFIA Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

**ARTICLE V.**

**PARTICULAR COVENANTS**

Section 5.1. Confirmation of Funds and Accounts. The establishment of all Funds, Accounts and subaccounts heretofore established in the Indenture is hereby confirmed and ratified.

Section 5.2. Covenants Regarding Tax Status. The Authority does not intend to issue the 2020H TIFIA Bond in a manner such that the 2020H TIFIA Bond would constitute an obligation described in section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed, and final regulations and procedures promulgated thereunder. The Authority covenants that it will not file an Internal Revenue Form 8038 or an Internal Revenue Form 8038-G with respect to the 2020H TIFIA Bond.

Section 5.3. Transfers from the Senior Lien Debt Service Reserve Fund. Notwithstanding Section 509 of the Master Indenture to the extent there are excess amounts on deposit in the Senior Lien Debt Service Reserve Fund and such excess amounts were derived from Revenues, the Authority shall not transfer such excess amounts to the General Fund but instead may deposit such excess amounts into the Revenue Fund.

Section 5.4. Transfers from 2020 Project Account. The Authority shall obtain the written consent of the Holder of the 2020H TIFIA Bond prior to transferring any funds on deposit

in or credited to the 2020 Project Account to a different account under the Construction Fund or to a different Fund established under the Master Indenture (other than the Revenue Fund), subject to and except as otherwise may be provided in the TIFIA Loan Agreement.

Section 5.5. Credit Facilities. To the extent the Authority has replaced all or a portion of the required balance in any of the Senior Lien Debt Service Reserve Fund, the Junior Lien Debt Service Reserve Fund, the Subordinate Lien Debt Service Reserve Fund or the Renewal and Replacement Fund with a Credit Facility in the form of a letter of credit, if at any time an issuer of such letter of credit ceases to maintain a rating of its unsecured, senior long-term indebtedness of at least ‘A,’ ‘A2’ or the equivalent rating from each nationally recognized rating agency that provides such rating, the Authority shall, within fifteen (15) Business Days of the date on which the current issuer ceased to be maintain any such credit rating, cause such letter of credit to be replaced by a letter of credit issued by a bank or trust company that is authorized to engage in the banking business, and is organized under or licensed as a branch or agency under the laws of the United States or any state thereof and has a rating of its unsecured, senior long-term indebtedness of at least ‘A+,’ ‘A1’ or the equivalent rating from each nationally recognized rating agency that provides such rating; provided, that the Authority and the Trustee each acknowledges and agrees that if the Authority fails to replace the current Credit Facility with a new Credit Facility issued by an issuer meeting the qualifications described above within such fifteen (15) Business Day period, the Holder of the 2020H TIFIA Bond may direct the Trustee to draw immediately the full amount of such letter of credit and deposit the proceeds of such drawing into the applicable Fund. The Holder of the 2020H TIFIA Bond is an express third party beneficiary with respect to this Section 5.5 and may directly enforce compliance with this Section 5.5.

Section 5.6. Subordinated Hedging Termination Obligations. The Authority and the Trustee acknowledge and agree that “Subordinated Hedging Termination Obligations” shall not be paid prior to the payment of principal or interest in respect of Subordinate Lien Obligations pursuant to Section 505 of the Master Indenture. For purposes of this Section 5.6, “Subordinated Hedging Termination Obligations” means the aggregate amount payable by the Authority to the counterparties to any hedging agreement upon the early termination or early unwind of all or a portion of such hedging agreement (net of all amounts payable to the Authority by such hedge counterparties) for reasons other than (i) the request of the Authority as a result of a determination by the Authority that the applicable hedging arrangement (or any part thereof) is no longer necessary or required under the terms of the TIFIA Loan Agreement, (ii) amortization (or other reduction) of the notional amount of a hedge, to the extent that any hedging agreement evidencing such hedge provides for the notional amount to amortize or otherwise be reduced from time to time, (iii) the requirements of [Section 16(o)(vii) of the TIFIA Loan Agreement,] (iv) a tax or illegality event, or (v) failure by the Authority to pay any obligations under such hedging agreement when due.

Section 5.7. Amendments to Twelfth Supplemental Indenture. During any time that the 2020H TIFIA Bond is Outstanding and all or any portion of the 2020H TIFIA Bond is held by a Qualified Holder (as defined in Section 6.1 hereof), neither Section 3.9 nor Section 3.10 of the Twelfth Supplemental Indenture may be amended, supplemented or otherwise modified, nor may compliance with the requirements of such sections be waived by the Trustee, without the prior written consent of the Qualified Holders.

Section 5.8. Purpose. The provisions of this Article V are for the sole benefit of the Holders of the 2020H TIFIA Bond and may be modified or amended at any time with the consent of, or may be waived in whole or in part by, the Holders of 100% of the aggregate principal amount of the 2020H TIFIA Bond and may not be relied upon or enforced by the Holders of any other Obligations.

## **ARTICLE VI.**

### **DEFAULT REMEDY**

Section 6.1. 2020H TIFIA Bond Default Remedy. Upon the occurrence of an Event of Default described in Section 801(d) of the Master Indenture during any period when the 2020H TIFIA Bond is Outstanding and to the extent that either the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau, or any other federal government agency or instrumentality (in each case, a “Qualified Holder”) is a Holder of all or a portion of the 2020H TIFIA Bond, (i) the 2020H TIFIA Bond, or any portion thereof, held by a Qualified Holder will be deemed to be and will automatically become a Senior Lien Obligation for all purposes of the Indenture, including particularly the provisions of Article VIII of the Master Indenture, and such Qualified Holder will be deemed to be the Holder of such Senior Lien Obligation, (ii) the portion of the funds on deposit in the Debt Service Account 2020H TIFIA SUB LIEN established in Section 3.3 allocable to the Outstanding principal amount of the 2020H TIFIA Bond held by one or more Qualified Holders shall be transferred to a new Account that shall be established as a separate Account in the Senior Lien Debt Service Fund for the benefit of such Qualified Holders; provided, that if a Qualified Holder is the sole holder of the 2020H TIFIA Bond at the time an Event of Default described in Section 801(d) of the Master Indenture occurs, the Debt Service Account 2020H TIFIA SUB LIEN established in Section 3.3 and all funds on deposit therein shall be deemed to be automatically transferred, reestablished and redesignated as a separate Account in the Senior Lien Debt Service Fund for the benefit of the 2020H TIFIA Bond and (iii) the portion of the funds on deposit in the Debt Service Reserve Account 2020H TIFIA SUB LIEN established in Section 3.4 allocable to the outstanding principal amount of the 2020H TIFIA Bond held by one or more Qualified Holders shall be transferred to a new Account that shall be established as a separate Account in the Senior Lien Debt Service Reserve Fund for the benefit of such Qualified Holders; provided, that if a Qualified Holder is the sole holder of the 2020H TIFIA Bond at the time an Event of Default described in Section 801(d) of the Master Indenture occurs, the Debt Service Reserve Account 2020H TIFIA SUB LIEN and all funds on deposit therein shall be deemed to be automatically transferred, reestablished and redesignated as a separate Account in the Senior Lien Debt Service Reserve Fund for the benefit of the 2020H TIFIA Bond, and, in each case, such Account shall constitute a Springing Lien Account and the 2020H TIFIA Bond shall constitute a Springing Lien Obligation for the purposes of Section 3.10 of the Twelfth Supplemental Indenture.

## ARTICLE VII.

### OTHER MATTERS

Section 7.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 7.2. Permitted Investments. The proceeds of the 2020H TIFIA Bond may only be invested as permitted by the TIFIA Loan Agreement.

Section 7.3. No Boycott of Israel. The Trustee represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Supplemental Indenture is a contract for goods or services, will not boycott Israel during the term of this Supplemental Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or regulation. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 7.4. Iran, Sudan and Foreign Terrorist Organizations. The Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law or regulation and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

[Execution Pages Follow]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By \_\_\_\_\_  
Chief Financial Officer

Attest:

\_\_\_\_\_  
Secretary

REGIONS BANK, Trustee

By \_\_\_\_\_  
Authorized Officer



**EXHIBIT A**  
**TIFIA LOAN AGREEMENT**

**EXHIBIT B**  
**FORM OF REQUISITION**  
**CONSTRUCTION FUND**  
**2020H TIFIA SUBORDINATE LIEN PROJECT SUBACCOUNT**  
**CERTIFICATE AND REQUISITION FOR PAYMENT**

DATE: [Month], [Year]

DRAW REQUEST NO.: \_\_\_\_\_

<u>DESCRIPTION SUMMARY<sup>1</sup></u>	<u>AMOUNT</u>
	\$ _____
TOTAL AMOUNT REQUESTED	\$ _____

The Authority does hereby certify to the Trustee that: (i) each item submitted herewith is a proper charge against the 2020H TIFIA Subordinate Lien Project Subaccount of the 2020 Project Account of the Construction Fund and has not been paid, (ii) such requisition contains no item representing payment on account of any retainage which the Authority is as of the date of this requisition not entitled to release, (iii) no default exists under the Indenture which has not been disclosed to the Trustee and the Authority will use its best efforts to cure any default if it exists and (iv) there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of counsel to the Authority and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment.

Please remit funds by wire transfer to the Authority [Wiring instructions for disbursement].

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

By: \_\_\_\_\_  
Authorized Representative

<sup>1</sup> Attach appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid and the purpose for which such obligation was incurred.

**CERTIFICATION OF GENERAL ENGINEERING CONSULTANT**

As General Engineering Consultant for the 290 East Project, we hereby certify the following in connection with 2020H TIFIA Subordinate Lien Project Subaccount of the 2020 Project Account of the Construction Fund Certificate and Requisition for Payment Draw Request No. \_\_\_\_\_:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid from the 2020 Project Account of the Construction Fund;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed in the 2020 Project or have been delivered at the site;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders; and

[If an item for payment includes real property:

- (v) acquisition of such property is necessary or advisable in connection with the construction or operation of the 2020 Project.]

\_\_\_\_\_  
as General Engineering Consultant

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #14**

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Discuss and consider approving a contract with  
RS&H, Inc. for construction engineering and  
inspection services for the 183A Phase III  
Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: \$20,969,549  
Funding Source: General Fund (to be reimbursed with Project Fund)  
Action Requested: Consider and act on draft resolution

**Project Description** - The Mobility Authority is proposing to extend 183A north from Hero Way to north of SH 29 to accommodate forecasted traffic volumes along the US 183 corridor. The 6.6-mile Phase III proposed tollway project (the "Project") will initially have two tolled lanes in each direction with an option to widen to three lanes in the future. The proposed tollway will be located mostly in the existing right-of-way within the median of the US 183 corridor. The extension will also feature a shared use path north from Hero Way to the proposed Seward Junction Loop project.

**Construction Engineering and Inspection** - The Mobility Authority requires construction engineering and inspection (CE&I) services for the construction of components of the Project such as earthwork, roadway, structures, and traffic control activities. In addition to the base scope of services, materials testing, and survey quality assurance will be included.

**Previous Actions** - On October 28, 2020 the Board awarded a construction engineering and inspection services contract to RS&H.

**Action requested/Staff Recommendation** - Staff recommends the Board approve the contract for Construction Engineering and Inspection (CE&I) services with RS&H for the Project and authorizes the Executive Director to negotiate and execute the contract in substantially the same form as attached with the scope as described, a not to exceed

budget of \$20,969,549, and a term through Final Acceptance of the Project. The Board also authorizes the Executive Director and/or his designee to issue work authorizations on behalf of the Mobility Authority within the budget, term, and scope of the contract.

**Financing** - General Fund (to be reimbursed with Project Funds)

Backup Provided: Draft Resolution  
Draft Master Contract

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

**RESOLUTION NO. 20-0XX**

**APPROVING A CONTRACT WITH RS&H INC. FOR CONSTRUCTION  
ENGINEERING AND INSPECTION SERVICES FOR THE 183A PHASE III PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) has a need for construction engineering and inspection services for the 183A Phase III Project; and

WHEREAS, by Resolution No. 20-073, dated October 28, 2020, Board of Directors selected RS&H Inc. for the award of a professional services contract for construction engineering and inspection services on the 183A Phase III Project following a procurement conducted in accordance with Mobility Authority policies and the Profession Services Procurement Act; and

WHEREAS, the Board of Directors authorized the Executive Director to negotiate a contract with RS&H Inc for construction engineering and inspection services on the 183A Phase III Project on behalf of the Mobility Authority, and directed him to present the proposed contract to the Board for its approval once an agreement has been reached; and

WHEREAS, the Executive Director and RS&H Inc. have negotiated a contract for construction engineering and inspection services for the 183A Phase III Project in an amount not to exceed \$20,969,549; and

WHEREAS, the Executive Director recommends that approval of the proposed contract with RS&H Inc. 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 the contract with RS&H Inc. for construction engineering and inspection services for the 183A Phase III Project in an amount not to exceed \$20,969,549, and authorizes the Executive Director to finalize and execute the contract on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

# MASTER CONTRACT

## CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY CONTRACT FOR PROFESSIONAL SERVICES

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

### WITNESSETH

**WHEREAS**, the Authority desires to contract for services generally described as professional services, and more specifically described in Article 1 (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 Authority's Policy Code regarding the procurement of professional services, the 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 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 perform the Services and provide the items necessary for fulfillment of the Contract as identified in Attachment A, Services to be Provided by the Engineer. All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto. All Services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

This Contract does not obligate the Authority or the Executive Director or his designee to proceed with the Services or authorize the performance of work through a Work Authorization.



**ARTICLE 2  
CONTRACT PERIOD**

This Contract becomes effective when fully executed by all parties hereto and it shall terminate at Final Acceptance, unless extended by a Supplemental Work Authorization from the Executive Director or his designee establishing a new term.

**ARTICLE 3  
COMPENSATION**

Compensation for the performance of the Services shall be provided as follows:

**A. Maximum Amount Payable.** The total amount payable under the Contract without modification is an amount not to exceed **\$20,969,549**.

**B. Methods for Compensation.** The method for compensating Engineer for Services performed shall be specified in the Work Authorization issued pursuant to Article 5 and shall be one of the following types:

(1) Cost-Plus

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows:

Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + Profit %, in decimal form)

where Direct Labor Cost equals employee's actual annual salary divided by 2080 hours per year (subject to any applicable cap); Overhead Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR) or otherwise approved overhead rate pursuant to this subarticle; and Profit % reflects a ten percent (10%) profit. No increase shall be made to the specified profit percentage.

The Direct Labor Cost caps for the classifications of employees working for the Authority as of the Contract execution of this Contract are reflected in Attachment B. Revisions to Direct Labor Cost caps for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, and are subject to the written approval of the Executive Director or his designee.

The actual annual salaries for all Key Team Members and employees anticipated to work a minimum of 40 hours/month will be set as of the Contract execution. Revisions to actual annual salaries billed to the Authority may be proposed no more frequently than once per calendar year, and no sooner than 12 months after Contract execution, are limited to no more than a 3% increase per year and are subject to the written approval of the Executive Director or his designee. Actual annual salaries billed to the Authority in excess of the 3% annual increase

threshold will be considered only on a case by case basis and shall be approved by the Executive Director or his designee in writing.

The Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs, auditable overhead rates, and annual salaries of Key Team Members 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 requested and 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 subconsultant of the Engineer does not have a FAR Part 31 overhead rate, they may submit, for approval by the Executive Director or his designee, 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 subarticle 3.B.4. During the term of this Contract, 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 Part 31 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.

#### (2) Unit Cost

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. This method of payment is generally reserved for work which has a definable work product but the quantity is uncertain and the Engineer assumes the risks for all costs. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.

#### (3) Lump Sum

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), the Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services.

The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering,

of the proportion of the total Services completed during the billing period to the Lump Sum amount.

(4) Specified Rate

Subject to the terms of a Work Authorization issued pursuant to Article 5 below (including any maximum amount to be paid as stated therein), and for the specified category of services, the Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific project, plus Reimbursable Expenses and sub consultant's charges, if any.

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are included in Attachment B.

The total estimated compensation for the specified category of services shall be stated in the Work Authorization. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and sub consultants' charges, if any.

The amounts billed will be based on the cumulative hours charged to the specified category of services during the billing period by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's sub consultant's charges, if any.

Revisions to the Standard Hourly Rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after contract execution, and are subject to written approval of the Executive Director or his designee.

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

**D. Reimbursable Expenses.** Notwithstanding the foregoing, and subject to the limitations herein, 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 approved overhead rate, said expenses being limited to travel costs at the Current State Rate, printing costs for specified reports and deliverables, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or subconsultant, and other expenses

directly approved, in advance, by the Executive Director or his designee (collectively, "Reimbursable Expenses"). Except as otherwise authorized in an executed 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 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 Authority shall reimburse, but only in accordance with the terms of this subsection, such costs incurred by the Engineer to bring to its local office or the 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 member providing services of the type described in this Contract. Roadway tolls incurred by Engineer or any of its subconsultants in connection with the performance of the Services will not be a reimbursable expense under this Contract.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the 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 incurred.

The Engineer shall acquire all goods and services subject to the reimbursement by the Authority under this Contract on a tax-free basis pursuant to the Authority's tax-exempt status described in subarticle 2.H. This provision applies to the extent the Authority's tax-exempt status can reasonably be extended to purchases made directly by the Engineer.

**E. Subconsultants.** For the purposes of this Contract, a "subconsultant" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Authority under this Contract. The Engineer may engage a subconsultant to provide services, and the Authority will reimburse the Engineer for the Engineer's cost of engaging the subconsultant for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment B), to the Authority's Director of Engineering before the Services are provided, and the Authority's Director of Engineering has provided to the Engineer a written approval for the Services and the proposed price. If an approved subconsultant bills on an hourly rate, each invoice from the subconsultant submitted to the 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 subconsultant's invoice, and the Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subconsultant that was approved by the Authority's Director of Engineering.

**F. Non-compensable Time.** Time spent by the Engineer's personnel or subconsultants in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the 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 Authority's delay in providing information, materials, feedback, or other necessary

cooperation to the Engineer. The 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. Consistency of Classification/Duties and Hourly Rates.** Time spent by the Engineer's employees or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel.

**H. Taxes.** All payments to be made by the Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. A "Texas Sales and Use Tax Exemption Certificate" is available from the Authority for use toward project-related expenses upon request. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the 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 Authority, to the extent practicable.

#### **ARTICLE 4 INVOICE REQUIREMENTS**

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 Authority and, if the work is eligible for payment through an agreement with 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 Authority. Upon request of the Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Authority, and copies of invoices that support invoiced fees and Reimbursable Expenses. All invoices must be consistent with the rates established by this Contract and the compensation method specified in the Work Authorization. Unless waived in writing by the Executive Director, or his designee, no invoice may contain, and the Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

**A. 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 thru the billing period; 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 invoice is for partial completion of the work. The invoice shall be in the format provided by the Authority.

**B. Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms.** The Engineer will be responsible for completing and including with each invoice all required DBE/HUB reporting forms included in the Work Authorization(s).

**C. Time and Place of Payment.** Upon receipt of an invoice that complies with all invoice requirements set forth in this Contract, the 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 an agreement

between TxDOT and the Authority, the Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Authority disputes a request for payment by the Engineer, the Authority agrees to pay any undisputed portion of the invoice when due. The basis for any such dispute must be stated in writing within thirty (30) days after the Authority's receipt of the monthly invoice.**

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

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

- (1) The invoice submittal shall include:
  - o Progress report
  - o Forecast for completion of the scope
  - o Invoice (in the required format provided by the Authority)
  - o Supporting documents as requested
- (2) A progress report shall be submitted to Authority at least once each calendar month;
- (3) An update to the project schedule (using critical path method analysis) indicating the project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to Authority at least once each calendar month;
- (4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report and project schedule information will be required nevertheless;
- (5) The invoice submittal shall not be later than the 10<sup>th</sup> day of the month following service unless otherwise directed; if submitted after the 10<sup>th</sup> day, it will be processed the following month;
- (6) As it relates to the Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30<sup>th</sup> for a given year no later than July 7<sup>th</sup> of that same year;
- (7) The Authority's Director of Engineering and/or the Authority's General Engineering Consultant (GEC) (as defined in Article 19) will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and
- (8) The invoice will either be recommended for approval by the Authority's Director of Engineering and/or GEC, or the Authority's Director of

Engineering and/or GEC will return it to the Engineer for required correction.

**F. Effect of Payments.** No payment by the Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Executive Director or his designee determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director or his designee 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 Authority.

**G. Audit.** The Authority shall have the right to examine the books and records of 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 Executive Director or his designee approves of the destruction of records, whichever occurs last. The 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 5 WORK AUTHORIZATIONS**

**A. Use.** The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. 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 Executive Director or his designee will issue Work Authorizations 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) scope of Services including 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, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subarticle 5.C.; and (6) DBE/HUB Requirements. The Engineer shall not 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 scope of Services to be provided by the Engineer; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment B; (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 as defined in the scope of Services.

**D. No Guaranteed Work.** Work Authorizations will be issued at the sole discretion of the Executive Director or his designee. While it is the Executive Director's or his designee's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack of, failure to issue, 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 Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Executive Director or his designee 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 to be approved by the Executive Director or his designee. Supplemental Work Authorizations, if required, must be executed by both parties. The 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 the performance or prior to the execution of the Supplemental Work Authorization. The Executive Director or his designee shall take such time as it deems necessary, in his sole discretion, to review the Supplemental Work Authorization.

**(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 or a Work Authorization, it shall promptly notify the Executive Director or his designee and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

**(2) More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Executive Director or his designee. The Executive Director or his designee, at his sole discretion, may extend the Work Authorization period by execution of a Supplemental Work Authorization.

**(3) 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 Executive Director's or his designee's approval. The Executive Director or his designee shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Executive Director or his designee shall negotiate the Supplemental Work Authorization scope with the Engineer, and then process the final Supplemental Work Authorization, subject to final written approval by the Executive Director or his designee.



**(4) Limitation of Liability.** The 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 incurred 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 and updated project schedule to the Executive Director or his designee for review and acceptance.

## **ARTICLE 6 PROGRESS**

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

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

**C. Reports.** The Engineer shall promptly advise the Executive Director or his designee 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 Authority or state/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 Executive Director or his designee determine that the progress of work does not satisfy the milestone schedule (or other deadlines) set forth in a Work Authorization, the Executive Director or his designee shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director or his designee's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs of failure to timely perform the Services.

**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 Executive Director or his designee and shall follow the procedure set forth in the Work Authorization. The Executive Director or his designee may, at his sole discretion, modify the work schedule to incorporate an extension of time with the execution of a Supplemental Work Authorization.

**ARTICLE 7**  
**SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the Executive Director or his designee desire to suspend a Work Authorization (or a portion of the work authorized thereunder) but not terminate the Contract, the Executive Director or his designee may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

**B. Reinstatement.** A Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director or his designee to resume the work. Both parties may waive the thirty (30) day notice in writing.

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

**ARTICLE 8**  
**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 Executive Director or his designee 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 Executive Director or his designee, 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 Executive Director or his designee 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.

**ARTICLE 9**  
**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, electronic files, and other documents created or collected under the terms of this Contract are the property of the Authority.

**B. Ownership of Plans.** Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority.

Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director or his designee. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**C. Separate Assignment.** If for any reason the agreement of the Authority and the Engineer set forth in subarticle 9.B. regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Authority of any work product generated by the Engineer under this Contract on any project other than for the specific purpose and project for which the work product was prepared.

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

**E. Release of Design Plan.** The Engineer: (1) will not release any design plan created or collected under this Contract except to its subconsultants as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the 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 subconsultants, including costs, damages, or other liability resulting from improper

use. Neither the Engineer nor any subconsultants may charge a fee for any portion of the design plan created by the Authority.

## **ARTICLE 10 PUBLIC INFORMATION AND CONFIDENTIALITY**

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

**B. Confidentiality.** The Engineer shall not disclose information obtained from the Authority under this Contract without the express written consent of the Executive Director or his designee. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

**C. Access to Information.** The Engineer is required to make any information created or exchanged with the Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act as determined by the Authority, available in a format that is accessible by the public at no additional charge to the Authority.

## **ARTICLE 11 PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain an office 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 Authority.

**B. Removal of 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 Executive Director or his designee may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Executive Director or his designee, the work of that employee does not comply with the terms of this Contract; the conduct of that employee becomes detrimental to the work; or for any other reason identified by the Executive Director or his designee.

**C. Authority Approval of Replacement Personnel.** The Engineer may not replace any Key Team Member, as designated in the applicable Work Authorization, without prior written approval of the Director of Engineering. If any Key Team Member cease to work on this Contract, the Engineer must notify the Director of Engineering in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Director of Engineering of proposed replacement Key Team Member. The Director of Engineering's approval will be based upon the proposed replacement Key Team Member qualifications to provide the required Services. Approval will not be unreasonably withheld.

**D. Liquidated Damages.** The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Team Member identified in Engineer's **proposal**. Because of the importance and unique nature of the Services to be provided by Key Team Member identified in Attachment C it is impractical to calculate the actual losses that would be suffered

by the Authority by the loss of Key Team Member from the Contract. Therefore, the Engineer agrees to compensate the Authority for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Team Member position in Attachment C if any Key Team Member are removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Team Member in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Team Member are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the Liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 9.B., the Authority shall own all intellectual and other property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Authority shall be delivered to the Director of Engineering when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority prior to any use of the item by the Engineer.

## **ARTICLE 12 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 Executive Director or his designee. Request for approval should include a written description of the proposed services, and, using rates established in Attachment B, a proposed price.

**B. DBE/HUB Compliance.** The Engineer's subcontracting program shall comply with the requirements of the 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 subconsultants 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 subconsultant or other third party performing work for or on behalf of the Engineer.

**E. Invoice Approval and Processing.** All subconsultants 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).

## **ARTICLE 13 INSPECTION OF WORK**

**A. Review Rights.** Under this Contract, the Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the 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 subconsultant under this Article, the Engineer shall provide and require its subconsultants 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 14 SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Director of Engineering before a final report is issued. The Director of Engineering's comments on the Engineer's preliminary report must be addressed in the final report. Draft reports shall be considered confidential unless otherwise indicated by the Director of Engineering.

#### **ARTICLE 15 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 pursuant to Article 16, and any increased or additional cost incurred by the 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 subconsultants, 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 16 TERMINATION**

**A. Termination.** The Contract may be terminated before the stated completion date by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Executive Director or his designee 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 23, Gratuities, or DBE/HUB 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 Executive Director or his designee for his 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 Executive Director or his designee 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 Executive Director or his designee 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 Executive Director or his designee terminate this Contract under subarticles 16.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this Contract or if the Executive Director or his designee terminates this Contract for fault on the part of the Engineer, the Executive Director or his designee 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 Authority; (4) the cost to the 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 Authority of the work performed.

**D. Calculation of Payments.** The Executive Director or his designee 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. Nothing herein shall preclude the Executive Director or his designee from offsetting against amounts earned for work completed prior to termination costs resulting from the termination or the circumstances leading to the termination.

**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 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 18.

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

## **ARTICLE 17 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 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 Authority with satisfactory proof of its compliance therewith.

#### **ARTICLE 18 INDEMNIFICATION**

**THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS WHICH, FOR THE PURPOSES OF THIS CONTRACT, SHALL INCLUDE THE AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS (COLLECTIVELY THE "INDEMNIFIED PARTIES") 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, SUBCONSULTANTS AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS CONTRACT OR ACTIONS RESULTING IN CLAIMS AGAINST THE INDEMNIFIED PARTIES. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND THE INDEMNIFIED PARTIES FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY AND/OR ANY OF THE INDEMNIFIED PARTIES, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBCONSULTANTS AND AGENTS OR TO THEIR CONDUCT.**

#### **ARTICLE 19 ROLE OF GENERAL ENGINEERING CONSULTANT (GEC)**

The Authority will utilize a GEC to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Authority to provide the management and technical direction for this Contract on behalf of the Authority, provided that the GEC is not an agent of the 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 Executive Director or his designee, unless otherwise specified; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Executive Director or his designee with its comments and recommendations.

Should any dispute arise between the GEC and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director or his designee, whose decision shall be final.



**ARTICLE 20**  
**ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

**B. Errors and Omissions.** The Authority and Engineer will address errors and omissions as follows:

(1) The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director or his designee.

(2) A problem resulting from an error and omission may be identified during the development of the PS&E, as well as before, during, or after construction. The Engineer will be responsible for errors and omissions before, during, and after construction of a project, as well as before and after Contract termination.

(3) The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.

(4) When an apparent error and omission is identified in work provided by the Engineer, the Executive Director or his designee will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director or his designee shall ultimately determine the solution that is chosen.

(5) Errors and omissions identified during PS&E development/prior to project construction should be corrected at the Engineer's expense with no additional cost to the Authority.

(6) During and after construction, errors and omissions can potentially result in significant additional costs to the Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.

(7) After a project is constructed and is in use, there is a possibility of a contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the contractor claim. If there is a possibility of Engineer responsibility, upon notice of the contractor claim, the Executive Director or his designee must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director or his designee that may be useful in addressing the contractor claim. The Engineer will not be involved in any discussions or negotiations with the contractor during the claims process. Upon settlement of all previous claims with the contractor, if additional costs are identified, the Executive Director or his designee should consider the same factors as during construction in determining the Engineer's level of responsibility.

(8) The additional costs which are considered damages to the Authority and are to be recovered should represent actual cost to the Authority.

(9) The Executive Director or his designee will not accept in-kind services from the Engineer as payment for additional costs owed.

(10) The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.

(11) A letter will be transmitted by the Executive Director or his designee formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director or his designee to consider whether the Executive Director or his designee should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Authority may consider legal action.

(12) It is the Executive Director or his designee's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Authority staff to ensure that the Authority's business practices are professional, fair, equitable, and reasonable.

**C. Professionalism.** The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

**E. Resealing of Documents.** Once the work has been sealed and accepted by the Director of Engineering, the Authority, as the owner, will notify the Engineer, in writing, of the possibility that an 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 21 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 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 22 INSURANCE**

The Engineer and all subconsultants shall furnish the Authority a properly completed Certificate of Insurance approved by the Executive Director or his designee 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 Executive Director or his designee. The Engineer certifies that it has and will maintain insurance coverages as follows:

**A. Workers Compensation Insurance.** In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**B. Comprehensive General Liability Insurance.** With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

**C. Comprehensive Automobile Liability Insurance.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Contract.

**D. Excess Liability Insurance.** In an amount of \$5,000,000 per occurrence and aggregate.

**E. Valuable Papers Insurance.** In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

**F. Architects and/or Engineers 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 subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

**G. General for All Insurance.** The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director or his designee indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 22.A. through D., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 22.E., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director or his designee.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 22.B., C., and D., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the contractual liability assumed in Article 18, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 22.A. through F., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

**H. Subconsultant.** In the event a subconsultant selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in subarticles 22.B., D., and F. above, Engineer may provide to the Executive Director or his designee an explanation of coverages that a subconsultant does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subconsultant, and an acknowledgement that the Engineer remains liable for the work performed under the Contract, including that performed by the subconsultant. The Executive Director or his designee may decide, in its sole discretion, whether to accept the coverages available to the subconsultant, and may condition its acceptance, if granted, on satisfactory evidence that Engineer will remain liable for work performed by the subconsultant and that Engineer’s insurance will cover the work, actions, errors and omissions of the subconsultant

## **ARTICLE 23 GRATUITIES**

**A. Employees Not to Benefit.** Authority policy mandates that the director, employee or agent of the 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 Authority.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the Authority under this Contract may not make any offer of benefits, gifts or favors to 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 24**  
**DISADVANTAGED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILIZED BUSINESS**  
**REQUIREMENTS**

The Engineer agrees to comply with the DBE/HUB requirements and reporting guidelines set forth in the Work Authorization(s). The DBE/HUB Goal established for this project is as set forth in the Work Authorization. The Engineer also agrees to comply with the DBE/HUB subcontracting plan that was included in the response that the Engineer submitted to the Authority's Request for Qualifications.

**ARTICLE 25**  
**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

The Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The Engineer, after award, is required to complete and submit Form 1295 if the Engineer has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

- (1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- (2) Has a value of at least \$1 million.

**ARTICLE 26**  
**MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

**B. Availability.** The Authority shall have the exclusive 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 pending litigation has been completely and fully resolved, whichever occurs last.

The Authority or any of its duly authorized representatives, TxDOT, 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 27**

### **CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations.** The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), FHWA, as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

**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 subconsultants, including procurement of materials and leases of equipment. The Engineer shall not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**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 subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Acts and 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 Acts, the Regulations, and 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 Authority or the FHWA to be pertinent to ascertain compliance with such Acts, 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 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 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) cancelling, terminating, or suspending of the Contract, in whole or in part.

**ARTICLE 28  
PATENT RIGHTS**

The 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 29  
DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the Services authorized herein.

**B. Disputes Concerning Work or Cost.** The Executive Director of the Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the provisions of Article 29 in proceeding with such disputes.

**ARTICLE 30  
SUCCESSORS AND ASSIGNS**

The Engineer and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The Engineer shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Executive Director or his designee.

**ARTICLE 31  
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 32  
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 33  
CONFLICT OF INTEREST**

**A. Representation by Engineer.** The undersigned Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Authority or which in any way conflicts with the interests of the Authority and certifies that it is in full compliance with the Authority's Policy Code related to Conflicts of

Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Authority's interests.

**B. Certification Status.** The Engineer certifies that it is not:

(1) a person required to register as a lobbyist under Chapter 305, Government Code

(2) a public relations firm

(3) a government consultant

**C. Environmental Disclosure.** If the Engineer will prepare an environmental impact statement or an environmental assessment under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

**D. Engineering Services for the Construction Contractor.** Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Executive Director or his designee.

#### **ARTICLE 34 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 35 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 authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Contract.

#### **ARTICLE 36 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:

Kirk Fauri, PE  
RS&H, Inc.  
8420 N MoPac Expy, #300  
Austin, TX 78759  
kirk.fauri@rsandh.com

In the case of the Authority:

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

with a copy to:

Robert Goode, Deputy Executive Director  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: [rgoode@ctrma.org](mailto:rgoode@ctrma.org)

Justin Word, Director of Engineering  
Central Texas Regional Mobility Authority  
3300 North IH 35, Suite 300  
Austin, TX 78705  
Email: [jword@ctrma.org](mailto:jword@ctrma.org)

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 37  
BUSINESS DAYS AND DAYS**

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

**ARTICLE 38  
INCORPORATION OF PROVISIONS**

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

**ARTICLE 39  
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 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 39, 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 Executive Director or his designee shall have the right to determine, in his sole discretion, which provision applies.

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

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Douglas G. Geiger, PE  
(Printed Name)

Mike Heiligenstein  
(Printed Name)

Sr. Vice President  
(Title)

Executive Director  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Attachments to Contract for Professional Services**

<b>Attachments</b>	<b>Title</b>
A	Services to be Provided by the Engineer
B	Rate Schedule
C	Key Team Members

**Attachment A**  
**Scope of Services**  
**Provided by the Engineer**

The following describes the general scope of services to be provided by the Engineer.

**1. Project Controls**

The Team shall provide Project correspondence, Record keeper duties, Document control, project scheduling, Contractor draw requests, changes/assessment, Project reporting, and external auditing interface.

**2. Construction Engineering**

The Team will provide quality control and assurance for the construction of the project through construction engineering and management in accordance with the plans, specifications, and approved Construction Quality Management Plan to be developed by the Team in collaboration with the Authority.

**3. Construction Inspections**

The Team's inspection team shall perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), stormwater pollution prevention plan and maintenance of traffic to validate that the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract documents.

**4. Survey Oversight**

Survey oversight is primarily intended as survey quality assurance of the efforts of the Contractor and the Contractor's surveyor.

**5. Materials Engineering and Acceptance**

Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Authority's Quality Acceptance Program ("QAP"). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.

**6. Environmental Compliance**

The Team's Environmental Compliance Manager will verify that the project is being constructed in accordance with any environmental agreements and all applicable laws. Deficiencies will be reported, and corrections to those deficiencies verified.

**Attachment B  
Rate Schedule**

## 183A Phase III CEI Rate Tables

### RS&H

RAW RATES	
Job Title	Rate
Project Manager	\$ 84.19
Admin/Clerical II	\$ 25.76
Records Keeper	\$ 54.60
Records Keeper Support	\$ 42.50
Construction Coordinator	\$ 61.06
Scheduler / Schedule Reviewer	\$ 57.00
Senior Roadway Inspector - Lead	\$ 54.64
Environmental Compliance Manager	\$ 43.00
Senior Signal Technician	\$ 38.50
Senior Inspector - Roadway	\$ 37.00
Senior Inspector - Bridge	\$ 37.96
Senior Inspector - Walls (1)	\$ 41.12
Senior Inspector - Walls (2)	\$ 38.50
Inspector - Roadway	\$ 35.00
Inspector - Bridge	\$ 28.00
Inspector - Drainage/Water Quality Ponds (1)	\$ 20.50
Inspector - Drainage/Water Quality Ponds (2)	\$ 28.50

2021 Max Rates	
Position	Max Rate
Project Manager	\$ 88.40
Admin	\$ 27.05
Auditor	\$ 57.33
Records Keeper	\$ 44.65
Construction Coordinator	\$ 64.25
Scheduler	\$ 59.85
Lead Inspector	\$ 57.61
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Senior Inspector	\$ 49.55
Inspector	\$ 36.75
Inspector	\$ 36.75
Inspector	\$ 36.75
Inspector	\$ 36.75

# 183A Phase III CEI Rate Tables

## G SYLVA

RAW RATES	
Job Title	Rate
Resident Engineer	\$ 75.00
Senior Inspector - Roadway	\$ 43.00
Senior Bridge Inspector - Lead	\$ 47.00
Senior Inspector - Traffic Control/Environmental	\$ 46.50

2021 Max Rates	
Position	Max Rate
Resident Engineer	\$ 78.75
Senior Inspector	\$ 49.55
Lead Inspector	\$ 57.61
Senior Inspector	\$ 49.55

# 183A Phase III CEI Rate Tables

## BINKLEY & BARFIELD

RAW RATES	
Job Title	Rate
Lead Utility Inspector	\$ 46.93

2021 Max Rates	
Position	Max Rate
Senior Inspector	\$ 49.55



# 183A Phase III CEI Rate Tables

## RODRIGUEZ ENGINEERING LABORATORIES, LLC

CONTRACT BILLING RATES		
	Job Title	Rate
	PM/Senior Materials Engineer	\$ 173.00
	Field Inspector/Sr. Engineering Technician	\$ 76.50
	Professional Staff/Clerical	\$ 58.00
	Field Inspector/Engineering Technician	\$ 65.00

# 183A Phase III CEI Rate Tables

## Inland Geodetics

CONTRACT BILLING RATES		
	Job Title	Rate
	Project Manager	\$ 167.00
	RPLS	\$ 163.00
	3-Person Crew	\$ 195.00
	2-Person Crew	\$ 165.00
	Senior Tech	\$ 117.00
	1-Person GPS Crew	\$ 115.00
	Admin	\$ 65.00

## 183A Phase III CEI Rate Tables

### REL Testing

CONTRACT BILLING RATES	
Test Title	Rate
TxDOT Triaxial Classification (TEX-117-E)	\$ 1,550.00
Hamburg Wheel Tracker (Tex 242-F)	\$ 566.00
Moisture Density Relationship (TEX 120-E, Part II) Strength Test	\$ 398.00
Soundness Test (Tex-411-A)	\$ 348.00
Moisture Density Relationship (TEX 120-E, Part II)	\$ 342.00
Moisture Density Relationship (TEX 114-E) Compaction Test	\$ 309.00
Moisture Density Curve (TEX 113-E)	\$ 309.00
Wet Ball Mill (TEX-116-E)	\$ 269.00
Organic Content (Tex-148-E) (218 ea)	\$ 185.00
Resistivity Test (Tex-129-E)	\$ 121.00
Soluble Sulfate Content (Tex-145-E)	\$ 116.00
Boiling Stripping Test (Tex-530-C)	\$ 110.00
Sand Equivalent (Tex-203-F)	\$ 106.00
Sieve Analysis (TEX-110-E)	\$ 87.00
Atterberg Limits (TEX- 104, 105 & 106-E)	\$ 87.00
Indirect Tensile Strength (Tex-226-F)	\$ 73.00
Lab Classification of Soils for Engineering Purposes (Tex-142-E)	\$ 49.00
Soil pH (Tex-128-E)	\$ 47.00
Concrete Cylinder Compressive Strength (Tex-418-A)	\$ 31.50

**ATTACHMENT C  
KEY TEAM MEMBERS  
183A PHASE III CE&I**

At a minimum the key team members shall consist of the following:

1. Project Manager – Crisanto Peña, PE
2. Resident Engineer – Gilbert Sylva, PE
3. Construction Coordinator – Dustin Doerschlag, PE
4. Records Keeper – Tim Wilhelm
5. Lead Materials Manager – Jose Melendez, PE
6. Senior Bridge Inspector – Danny Cantu, PE
7. Senior Roadway Inspector – Bobby Doherty
8. Environmental Compliance Manager – Billy Benningfield

**WORK AUTHORIZATION**

**WORK AUTHORIZATION NO. 1**

**CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Engineering & Inspection Services (“the Contract”) entered into by and between the Central Texas Regional Mobility Authority (“the Mobility Authority”) and RS&H, Inc. (“the Engineer”) dated \_\_\_\_\_.

**PART I.** The Engineer will perform Construction Engineering & Inspection Services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$<Contract Value> and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked and documented as detailed in Exhibits E, and F.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Mike Heiligenstein

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS TO WORK AUTHORIZATION**

<b>Exhibits</b>	<b>Title</b>
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget
E	DBE Participation Forms (E-1 through E-7)
F	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Exhibit E Instructions

**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_**

**TO WORK AUTHORIZATION NO. \_\_\_\_**

**CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Engineering & Inspection Services (the “Contract”) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority”) and RS&H, Inc (the “Engineer”) dated \_\_\_\_\_.

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Mike Heilgenstein

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## November 18, 2020 AGENDA ITEM #15

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Discuss and consider approving Work Authorization No. 16 with Atkins North America Inc. for general engineering consultant services to provide project management and construction oversight on the 183A Phase III Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$7,184,888
Funding Source:	General Fund (to be reimbursed with Project Funds)
Action Requested:	Consider and act on draft resolution

**Project Description** – The Mobility Authority is proposing to extend 183A north from Hero Way to north of SH 29 to accommodate forecasted traffic volumes along the US 183 corridor. The 6.6-mile Phase III proposed tollway project (the “Project”) will initially have two tolled lanes in each direction with an option to widen to three lanes in the future. The proposed tollway will be located mostly in the existing right-of-way within the median of the US 183 corridor. The extension will also feature a shared use path north from Hero Way to the proposed Seward Junction Loop project.

**Background** – The Mobility Authority’s General Engineering Consultant (GEC) provides a variety of services required by the Mobility Authority. In this case, approval of this Work Authorization will provide funding for GEC services necessary to oversee construction of the Project and provide services outlined in the attached scope of work including:

- Project Management; Reporting; Project Controls (scheduling services); Construction Oversight; Public Involvement; Document Controls; Supplemental Survey

**Previous Actions** –

- December 13, 2017 – the Board approved a new Master Agreement with Atkins





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

**RESOLUTION NO. 20-0XX**

**APPROVING WORK AUTHORIZATION NO. 16 WITH ATKINS NORTH AMERICA,  
INC. FOR PROJECT MANAGEMENT AND CONSTRUCTION OVERSIGHT ON THE  
183A PHASE III PROJECT**

WHEREAS, by Resolution No. 17-067, dated December 13, 2017, the Board of Directors approved a Master Agreement with Atkins North America, Inc. (Atkins) for general engineering consultant services; and

WHEREAS, on October 15, 2020 the Mobility Authority entered into a construction contract with The Lane Construction Corporation for the 183A Phase III Project; and

WHEREAS, the Mobility Authority anticipates issuing a notice to proceed with construction in March 2021; and

WHEREAS, the Mobility Authority requires general engineering consultant services including project management and construction oversight for the 183A Phase III Project; and

WHEREAS, the Executive Director and Atkins have negotiated proposed Work Authorization No. 16 for general engineering consultant services including project management and construction oversight for the 183A Phase III Project in an amount not to exceed \$7,184,888; and

WHEREAS, the Executive Director recommends the Board approve Work Authorization No. 16 in the form or substantially the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board approves Work Authorization No. 16 in an amount not to exceed \$7,184,888, and hereby authorizes the Executive Director to finalize and execute the work authorization on behalf of the Mobility Authority 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 18<sup>th</sup> day of November 2020.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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

**Exhibit A**

**EXHIBIT A**  
**WORK AUTHORIZATION**

**Work Authorization No.16**

This Work Authorization is made as of this \_\_\_ day of \_\_\_\_\_, 2020, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 19<sup>th</sup>, 2017 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Atkins North America, Inc.** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*183A Phase III*  
*GEC Services – Construction Oversight*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

A.2. The following Services are not included in this Work Authorization but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Services to be Provided by the GEC

**Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein are expected to be substantially complete by Final Acceptance. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete as determined by the Authority.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$7,184,888 based on Attachment B -Fee Estimate. Included in the above fee is compensation for Direct Expenses under this contract which are incurred as part of normal business operations (i.e., Equipment rentals, internal document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a lump-sum and itemized basis. Profit will be 10% for all services. Compensation shall be in accordance with

the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

**Section D. - Authority's Responsibilities**

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Not applicable

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Executive Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**WORK AUTHORIZATION NO. 16**

**Atkins**

**ATTACHMENT A  
SERVICES TO BE PROVIDED BY GEC**

**GENERAL**

The work to be performed by the General Engineering Consultant (GEC) will include project management services necessary to oversee the construction of 183A Phase III (hereinafter referred to as the “Project”) through the use of a Design/Bid/Build Contract (hereinafter referred to as the “Contract”). This will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Construction Engineering and Inspection Consultant (“CE&I”) and the construction Contractor.

The GEC will provide support to manage and oversee the CE&I service provider contract.

The GEC will coordinate with the CE&I, the Mobility Authority, the Contractor and other consultants, as directed, acting as an extension of the Mobility Authority’s staff by providing qualified technical and professional personnel, as necessary, to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control the construction under the Contract. Oversight reviews by the GEC will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the Contract. With comments and recommendations provided by the CE&I and GEC, Final Acceptance decisions for construction shall be made by the Mobility Authority staff and coordinated with TxDOT as applicable.

The GEC will maintain core field oversight staff at the Contractor-provided project office to oversee the CE&I in their role of monitoring the contractor; including invoicing and administrative support, for activities required to complete the overall oversight efforts. Non-field personnel will be housed at their regular staffing location. This staff will represent the Mobility Authority’s interests on the Project.

**TASK 1 PROJECT MANAGEMENT**

The GEC will provide staff to administer, manage, review and coordinate development of the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate levels of Project staffing. Activities included in this task:

**1.1 Contracting Support**

Complete various Contracting phase efforts associated with the Contractor and CE&I procurement, including:

- Prepare documents for debriefings to be used by the Mobility Authority for proposers to the CE&I procurement.

**1.2 TIFIA application and Finance Support**

- Issue such certificates as are required to be delivered by the GEC regarding specific scope of the project; estimated capital costs; estimated operations, maintenance, and renewal & replacement costs; and implementation/open to traffic schedule.
- Present the accuracy and reliability of project costs and schedules to the bond rating agencies and insurers during bond sales.
- Support the Mobility Authority with the preparation of a TIFIA application and supporting documentation.
- Coordinate as necessary with the Authority, Bond Counsels, Financial Advisors, and Underwriters on the bond finance team for the TIFIA application process.

- Provide support as needed for the management of the terms and conditions of the Financial Agreement and Project Development Agreement with TxDOT.
- Provide monthly GEC certifications required for disbursement of bond proceeds for project costs.

### **1.3 Project Administration & Coordination**

- The GEC will provide project administration functions coordinating efforts of the Engineer of Record (EOR), CE&I and contractor, and reviewing contract compliance as required to follow all applicable rules and regulations. Assist the Mobility Authority in coordination with the Contractor between letting and Construction NTP
- Coordinate with the Contractor to ensure baseline schedule accurately reflects current status of project
- Meet with Contractor post letting to review potential construction sequencing or other project changes
- Assist Mobility Authority in the evaluation of Contractor's post letting proposed changes
- Report Project progress and issues in a timely manner.
- Review compliance of the CE&I in their project administration and oversight of the construction of the Contract work. Including, but not limited to:
  - Assist in the surveillance of the Contractor's compliance with contract requirements. The GEC is responsible for ensuring the CE&I is reviewing, monitoring, evaluating, and acting upon documentation required for Contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action, DBE, OJT positions and number of hours, and payroll and subcontracts.
  - Provide compliance oversight of third-party agreements and development permits that are to be completed and executed by the Contractor including:
    - Dewatering permits
    - NPDES permits
    - Demolition permits
    - Noise permits
- Provide management and administrative support for Mobility Authority service providers that will perform design services, construction engineering, inspection, materials testing, and survey services as part of the oversight team.
- Ensure that any permitting required directly by the Mobility Authority has been submitted and approved prior to construction.
- Attend Project's preconstruction meeting and review preconstruction meeting agenda provided by the CE&I.

### **1.4 Sub-Consultants**

- Coordinate, contract, and provide oversight for all sub-consultants to the GEC.

### **1.5 Change Order Processing & Management**

The GEC will review and coordinate with the CE&I all change orders and coordinate these efforts with the Mobility Authority to gain approvals to progress the project. Work will include, but is not limited to:

- Ensure the CE&I is providing thorough reviews of all submitted change orders, including documentation of materials, equipment, manpower, overhead, and other aspects related to any increase or decrease in cost or days.

- Review potential change orders on the Project, processed by the CE&I, and process in accordance with the Contract and coordinate with external agencies as required.
- Review change orders submitted by the CE&I consultant that are prepared by the Contractor, review CE&I evaluation of Contractor claims for extension of time and provide comments and recommendations to the Mobility Authority.
- Coordinate Mobility Authority directed change orders with the CE&I and Contractor.
- Review CE&I logs and retain all documents associated with potential change orders, to ensure completeness and accuracy for the project records.
- Review constructability reviews performed by the CE&I of Work Sequence Plans submitted by the Contractor.

### **1.6 Dispute/Claims Support**

The GEC will provide consultation and assistance to the Mobility Authority and their General Counsel related to aspects of the design, construction, duties and services required during the development and implementation of the Project:

- Coordinate with CE&I to assemble supporting documentation, review, analyze and provide recommendations to the Mobility Authority on the Contractor's submittal of a dispute.
- Review, analyze and make recommendations to the Mobility Authority on the Contractor's claim package submittal.

### **1.7 Project Meetings & Documentation**

The GEC will attend the following Project meetings, as necessary, to assess progress, schedule, and quality of services being provided as well as identify issues:

- Internal Team Meetings (Weekly)
- Internal Project Review Meetings (Monthly)
- Issue Resolution Meetings (As Needed)
- Mobility Authority Construction Status Update Meetings (Monthly)
- Mobility Authority Board Meetings (Quarterly)
- Maintenance of Traffic (Weekly)
- Public Information/Construction Communications (Weekly)
- 4-Week Rolling Schedule Review (Weekly)
- Comprehensive Schedule (Monthly)

The GEC will ensure that the CE&I has prepared agendas, meeting minutes, action plans and follow-up action item status for each of the Project meetings and distributed to attendees and appropriate personnel in a timely manner. The GEC will work with the CE&I to provide agendas in advance of meetings to provide enough notice to participants to prepare.

### **1.8 Document Controls**

- For GEC generated documents assign identification coding to incoming and outgoing Project related documentation and perform entry into the EDMS.
- Prepare, manage, record, distribute and archive documentation of Project activities, progress, and related communications.

### **1.9 Response to Open Records Requests**

- Perform retrieval of documents as a result of open records requests and coordinate response with Legal.



## **TASK 2 – REPORTING**

The GEC will provide reporting required in accordance with the TxDOT Project Development Agreement (PDA), Bond Indenture, TIFIA, and the Mobility Authority. The GEC will provide qualified technical and professional personnel to perform this task. The following activities are included:

### **2.1 Program Reporting**

- Prepare and issue monthly reports on the Project’s status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to the Mobility Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC, third party consultants and the Contractor.
- Track, monitor, and prepare reports on DBE/HUB utilization for Contractor’s DBE/HUB program, third party consultants, and GEC Team.

### **2.2 Annual Financial Plan Updates**

- Prepare and issue required annual updates to the Financial Plan to TxDOT and FHWA.

### **2.3 Trust Indenture and TIFA Reporting**

- Prepare monthly reports with an executive summary that provides a comprehensive summary of the monthly activities and the overall Project progress.
- Prepare quarterly reports with an executive summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

## **TASK 3 – PROJECT CONTROLS**

The GEC will provide project controls required to provide oversight to the CEI team on the project and inform the Mobility Authority of key developments. The GEC will provide qualified technical and professional personnel to perform this task. The following activities are included:

### **3.1 Project Schedule**

The GEC will provide staff to coordinate the Project scheduling efforts. Specific activities include:

- Evaluate, monitor and verify the CEI teams schedule review submittals.
- Identify, catalog, and archive Baseline Schedule, schedule revisions, updates and Recovery Schedules. Report critical path and major schedule changes to the Mobility Authority.

## **TASK 4 – CONSTRUCTION OVERSIGHT (CODE 13720)**

The GEC will provide professional services associated with oversight of the EOR, CE&I, Contractor, and the Systems Integrator (SI). The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage or control the Contractor’s or SI’s construction work activities. Construction Oversight by the GEC will not relieve the Contractor or SI of sole responsibility for the means and methods of the construction, or for health

or safety precautions in connection with this work. The Engineer(s) of Record will remain responsible for design related services.

Construction oversight efforts will focus on ensuring that the CE&I firm is managing the Contractor's and SI's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices and regulatory requirements. The following activities are included:

#### **4.1 General Technical Support**

The GEC will provide technical support and management oversight of the EOR and CE&I firm as required by the Mobility Authority toward the successful completion of the Project; including:

- Advising the Mobility Authority on matters of engineering provided, after review by the CE&I, related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Engineer of Record.
- Coordinate requested clarifications from the EOR by the CE&I when necessary on the intent reflected in the design plans and specifications. The EOR will remain responsible for design related services.
- Coordinate and review modifications to the Contractor's maintenance of traffic/traffic control operations, after analysis by the CE&I, according to applicable specifications and standards.
- Ensure the CE&I documents and issues deficiency reports to the Contractor on any non-compliance of traffic control devices or layouts.
- 
- Prioritize NDC packages with EOR to accommodate construction schedule
- Monitor root cause of NDCs for errors and omissions identification
- Review CE&I disposition on Non-Compliance Reports (NCRs) for non-compliant work.
- Ensure CE&I maintains and accurate and up to date log and retains all documents associated with RFIs and NCRs.

#### **4.2 Shop Drawing / Submittals Processing and Management**

- The GEC will monitor the process to ensure the CE&I and EOR have performed their respective roles to complete the shop drawing and submittal approval process.

#### **4.3 Contractor Draw Requests**

- Review completeness and accuracy of CE&I's submittal of Contractor's draw request in accordance with the draw request checklist.
- Evaluate that the request accurately reflects monies due for acceptable work completed.
- Review and provide required certifications to the Mobility Authority for processing of the Contractor's monthly pay requests submitted by the CE&I Firm.
- Track Project contingency funds. Maintain, log and retain all documents associated with expenditure of Project contingency.

#### **4.4 Mobility Authority Construction Coordination Support**

The GEC will support the Mobility Authority in coordination and any interlocal agency agreements including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Federal Highway Administration (FHWA)
- Capitol Area Metropolitan Planning Organization (CAMPO)
- Cities of Leander, Cedar Park and Liberty Hill
- Williamson County
- Other Agencies as identified and as directed by the Mobility Authority.
- Provide information to the Contractor concerning previous negotiations with certain property owners along the Project corridor.

#### **4.5 Right-of-Way/Utility Coordination**

The GEC will provide oversight, coordination, and assistance for right-of-way and utility related activities. Specific activities include:

- Provide information to the Contractor concerning previous land acquisition negotiations with certain property owners along the Project corridor
- As requested, coordinate the preparation of Eminent Domain packages in relation to land acquisition
- Negotiate the details of remaining utility agreements with the following utility companies: AT&T Pedernales Electric Cooperative, Spectrum and Frontier
- Prepare documentation and conduct weekly utility coordination meeting with the Authority
- Review of utility adjustment agreements including plans, estimates, and property interest
- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability
- Monitor progress of utility relocations prior to construction
- Provide design/revision support, as needed, for Spectrum relocation plans designed by GEC
- Participate in meetings as necessary to effectively manage the utility coordination process
- If necessary, provide support to Contractor in scheduling periodic meetings with utility and for coordination purposes
- Coordinate with the CE&I firm as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners
- Review of claims analysis provided by CE&I firm of unidentified utilities submitted by the Contractor
- Validating payments to utility owners for utility adjustments
- Provide utility construction monitoring and verification
- Monitor and report utility adjustment status

#### **4.6 Final Punch List/Final Inspection/Notice of completion**

The GEC will oversee and assist the following work performed by the CE&I firm:

- Coordinate with the Contractor and TxDOT in the generation of a final punch list.
- Monitor the resolution of outstanding construction items.
- Inspection of punch list completion.
- Verify there are no outstanding claims related to the Contractor's work.
- Provide a Notification of Completion to the Mobility Authority.
- Review/Confirm accuracy of As-Built record drawings.

#### **4.7 Additional Environmental Compliance**

If requested by the Mobility Authority, the GEC will provide staff to monitor, review and report on the Environmental Compliance Manager's (ECM) compliance efforts. Specific activities could include:

- Ensuring that full compliance is being met with all applicable environmental laws, regulations, policies, and contractual requirements as set forth in the 183A Phase III Environmental Compliance Management Plan (ECMP)
- Review the ECM's contingency plans for possible scenarios that may impact environmental resources for clarity, comprehensiveness and consistency
- Review ECM's framework for providing adaptive management and collaborative problem solving to meet the environmental goals of the project.
- Conduct monthly construction site visit to monitor ECM's daily activities, ensure compliance, and document findings
- Provide an appropriate SMEs to conduct Karst, Cave and shallow water surveys/investigations and report on the findings, as directed.
- The SME shall coordinate with the Authority, its contractors and consultants to develop corrective action plans for environmental compliance deficiencies reported by the ECM.
- The SME shall provide environmental services including but not limited to investigations, surveys, research, report development, meeting support and litigation support
- The GEC will provide an Avian SME to conduct additional avian surveys/investigations and report on the findings, as directed.
- The SME shall coordinate with the Authority, its contractors and consultants to develop corrective action plans for environmental compliance deficiencies reported by the ECM.
- The SME shall provide environmental services including but not limited to: investigations, surveys, research, report development, meeting support and litigation support

#### **TASK 5 - PUBLIC INVOLVEMENT (CODE 13750)**

The GEC will provide staff as needed to support the Mobility Authority with the administration, management, coordination, and implementation of the public involvement oversight efforts. Activities included in this task:

##### **5.1 Monthly Construction Communications**

- Track ongoing and upcoming traffic impacts and prepare construction alerts and maps for major traffic impacts
- Monitor weekly lane closure notifications and upload to project website, social media, and distribute via e-mail to recipient list
- Develop and distribute media alerts as necessary/requested by the Mobility Authority
- Prepare for and attend regular meetings with GEC oversight and contractor team
- Hold regular construction communications meetings with Mobility Authority Communications Department
- Develop content and graphic design for the following project outreach materials: Project fact sheet, FAQs, Standard project presentation, Weekly social media posts (up to 3 per week), Project announcement mailer, Public-friendly corridor map, and bike/ped map
- Transition website to construction communications website (same platform); maintain website with current project information
- Develop and distribute quarterly e-newsletters
- Prepare quarterly PI slides for Board of Directors meetings

- Perform general stakeholder, elected official, and public outreach support as requested by the Mobility Authority
- Attend stakeholder meetings and document detailed meeting minutes
- Respond to e-mail and phone inquiries emanating from the public
- Develop and maintain a stakeholder database and tracking log

#### **TASK 6 – SYSTEM INTEGRATION SUPPORT AND INSPECTION (CODE 13720)**

The GEC will coordinate and oversee the SI’s development of the toll collection system layout, including the location of the toll collection gantries, toll collection system design and toll collection system infrastructure requirements and the integration with the Contractor’s work. The GEC will monitor adherence to the Toll System Collection Responsibility Matrix by both the Contractor and SI.

#### **TASK 7 – DESIGN SURVEY**

The GEC shall provide boundary line survey along 183A/US 183, in both directions, from Hero Way to approximately 1500’ north of CR 258. A MicroStation file showing location of existing right-of-way lines and monuments shall be delivered.

All surveying activities must be performed under the supervision of an RPLS. All surveying must conform to all applicable surveying laws and the Professional Land Surveying Practices Act and must follow the General Rules of Procedures and Practices of the TBPLS. The Texas Society of Professional Land Surveyors Manual of Practice may be used as a guide in determining accuracy requirements and specification in the preparation of the survey.

A previous boundary survey was performed for limited area of the project in June of 2020. The previously surveyed areas will be excluded from this scope.

#### **TASK 8 – SHAREPOINT DEVELOPMENT**

The GEC will develop SharePoint workflows to replace the current eBuilder workflows being used for construction management and provide documentation for users and SharePoint administrators. The GEC will provide SharePoint support for the Project team. The GEC will:

- Will develop 20 customized SharePoint workflows
- Technical and user documentation for Workflows
- Provide on-going as requested SharePoint support

#### **TASK 9 – ADDITIONAL PUBLIC INVOLVEMENT (CODE 13750)**

In addition to the scope identified in item 5 above, if requested by the Mobility Authority, the GEC will provide staff as needed to support the Mobility Authority with the administration, management, coordination, and implementation of additional public involvement efforts that could include the following items:

- Manage coordination and logistics of a groundbreaking event and a grand opening ceremony
- Trail enhancement program for the existing and planned SUP. These enhancements could include interpretive signage kiosks with wayfinding information and augmented reality. This includes up to 15 kiosks, spaced roughly one mile apart, with a cluster of multiple signs at the Brushy Creek Trailhead.
- Manage a good neighbor program whereby the Mobility hosts neighborhood events/block parties intended to mitigate the impact of construction on the community. The GEC will maintain an inventory of branded giveaways to distribute at such events. The GEC will distribute a corridor-

wide announcement mailer at start of project, and as needed, will distribute doorhangers to impacted property owners to communicate construction impacts. The GEC will commission “beauty shot” photography of the corridor once per year for use in public outreach materials

## **LIST OF ASSUMPTIONS**

### **A. Project Schedule**

The services provided by the GEC as described in this Work Authorization are based upon the estimated Project schedule and appropriate pre and post work expected for this type of work. The GEC will adjust manpower usage to reflect actual staffing needs throughout the duration of the Project, as directed by the Mobility Authority, to minimize the need for supplemental authorizations.

**[END OF ATTACHMENT]**











CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #16**

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Report on the Mobility Authority's  
Qualified Veteran Toll Discount Program

**Strategic Plan Relevance:** Deliver on commitments to our customers and our Investors

**Department:** Operations

**Contact:** Tracie Brown, Director of Operations

**Associated Costs:** N/A

**Funding Source:** N/A

**Action Requested:** Briefing and Board Discussion Only

**Summary:**

**Current Action** - This item is to provide an update on the Authority's Qualified Veteran Discount Program. The presentation will focus on the number of additional registrations and the revenue deferred as a result.

**Backup Provided** - Presentation



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #17**

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Executive Director Board Report

Strategic Plan Relevance: Regional Mobility  
Department: Executive  
Contact: Mike Heiligenstein, Executive Director  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

#### Executive Director Board Report

- A. Effect of COVID-19 on agency operations
- B. 183 South Project – Change Order #21b, Wall 125 Differing Site Condition

Backup Provided: Draft Change Order #21b



# Checklist

**Project:** 183 South Bergstrom Expressway

**Vendor:** Colorado River Constructors (CRC)

**Contract Description:**

Change Order (CO) #21b - this CO#21b, Wall 125 Differing Site Condition, Part B, South Bound General Purpose (SBGP) Reconstruction compensates CRC for costs related to reconstructing the SBGP lanes in the area adjacent to retaining wall 125, necessitated by a differing site condition. CO#21b increases the Contract amount by \$1,292,264.00

**Existing Expiration Date:** N/A

**Proposed Expiration Date:** N/A

**Amount:** \$1,292,264.00

**Proposed Amount:** N/A

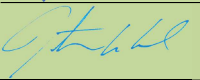
**Funding Source:** Project Contingency

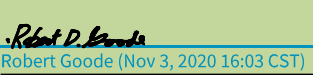
**Contract Form:**  STANDARD  MODIFIED

**Form 1295:**  YES  NO

**Target Review Date:** ASAP

Consultant:  Date: 11/03/2020

Director:  Date: 11/03/2020

Deputy Executive Director::   
Robert Goode (Nov 3, 2020 16:03 CST) Date: 11/03/2020

Controller:  Date: 11/03/2020

Legal Assistant: Copied Date: N/A

General Counsel: (copied) Copied Date: N/A

Comments section

**Board Authorization Required:**  YES  NO

**Board Authorization/Res. No.:** 16-041 Date: 7/11/2016

Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

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

**RESOLUTION NO. 16-041**

**AUTHORIZING AN ADMINISTRATIVE CHANGE ORDER APPROVAL PROCESS  
FOR USE ON THE 183 SOUTH PROJECT**

WHEREAS, completion of the 183 South Project on schedule is one of the highest priorities of the Mobility Authority; and

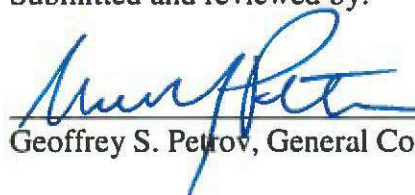
WHEREAS, Section 101.038(b)(6) of the Policy Code provides that the Executive Director “may execute ... contract change orders ... not exceeding amounts established in Resolutions of the board;” and

WHEREAS, the Executive Director recommends that the Board authorize his approval of change orders utilizing funds within the contingency reserve for the design/build contract with Colorado River Constructors in amounts not to exceed \$5,000,000.00, in order to allow him to efficiently administer the design/build contract and ensure the timely development of the 183 South Project.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to approve change orders to the design/build contract with Colorado River Constructors for the 183 South Project, without prior Board consideration or approval, in an amount not to exceed the lesser of \$5,000,000.00 or the remaining contingency reserves for that contract.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 11<sup>th</sup> day of July 2016.

Submitted and reviewed by:

  
\_\_\_\_\_  
Geoffrey S. Petrov, General Counsel

Approved:

  
\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors



**CHANGE ORDER #21b**

Wall 125 Differing Site Condition – Part B, SBGP Reconstruction

# CHANGE ORDER #21b

**Amount:** \$1,292,264.00

**Description:**



## Wall 125 Differing Site Condition – Part B, SBGP Reconstruction

- During construction of Retaining Wall 125 (RW125) horizontal movement of the retaining wall, and the resultant damage to the pavement along the southbound general-purpose (SBGP) lanes immediately adjacent to the wall, was observed. Both CRC and the Mobility Authority monitored the movement of the wall and the adjacent SBGP lanes by installation of multiple inclinometers and collection of terrestrial LIDAR survey data. The Mobility Authority determined that a Differing Site Condition exists because the existing slip plane causing movement to RW125 is not in the location described by the D/B Contract.
- The movement of the wall has been addressed by previously executed Change Order Number 21 (Wall 125 Differing Site Condition – Part A) for which CRC designed and constructed a structural tieback system intended to stop further movement of RW125.
- The corrective action required to address the SBGP pavement damage is the intent of this Change Order Number 21b and includes CRC’s costs for removal and replacement of the affected pavement and associated infrastructure.
- The resulting overall Change Order cost for Change Order number 21b increases the Contract amount by \$1,292,264.00.
- No Contract time extension is included with this Change Order per D/B Contract Section 14.9 – “No time extension shall be available with respect to Differing Site Conditions, and no delay damages shall be recovered.” Although no Contract time extension is included, the specific scope of this Change Order 21b work is excluded from the requirements for achieving Project Substantial Completion.

### **Change Order Contents:**

1. Change Order Forms
2. Description of Change Order
3. Exhibit A – PCO-073 Correspondence Establishing the Differing Site Condition
4. Exhibit B – CRC Change Order Pricing for Wall 125 Differing Site Condition - Part B, SBGP Reconstruction, CO-21b (RCP-050 Rev01)
5. Exhibit C – Mobility Authority Independent Estimate for CO-21b (RCP-050 Rev01)
6. Exhibit D - Request for Change Proposal, RCP-050 Rev01



**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**CHANGE ORDER NUMBER: 21b**

Project Name:	183 South Project
Contract No:	Design/Build Contract
CSJ:	0151-09-036
	0151-09-127
	0265-01-080
Highway:	183S
County:	Travis
TxDOT Dist:	Austin
FAP Number:	NH 2012 492, 494, 495

1. CONTRACTOR: Colorado River Constructors ("CRC")
2. Change Order Work Limits: Sta. 1261+00 to Sta. 1273+00
3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

Wall 125 Differing Site Condition - Part B, SBGP Reconstruction. This change order compensates CRC for costs related to reconstructing the southbound general-purpose (SBGP) lanes in the area adjacent to Retaining Wall 125, necessitated by a differing site condition.

6. Work to be performed in accordance with Items: N/A
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New general notes to the contract are attached:  Yes  No
9. New Special Provisions to Item No. \_\_\_ and Special Specification Item \_\_\_ are attached. N/A

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

*This Change Order Proposal includes all known and anticipated direct, indirect and consequential impacts or amounts which may be incurred as a result of the event, occurrence or matter giving rise to this change, and D/B Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented. If the Change Order Proposal includes claims of Subcontractors or Suppliers, the D/B Contractor has reviewed such claims and has determined in good faith that the claims are justified as to both entitlement and amount.*

THE CONTRACTOR Date 10/26/20

By [Signature]

Typed/Printed Name SCOTT YARDAS

Typed/Printed Title Project Director

**The following information must be provided**

Time Ext. #: N/A Days added on this CO: 0

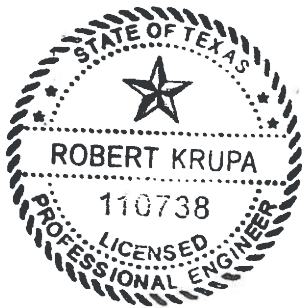
Amount added by this change order: \$ 1,292,264.00

**For TxDOT/CTRMA/FHWA use only:**

Current Contract Amount	\$	<u>592,216,177.11</u>
Revised Contract Amount To Date	\$	<u>593,508,441.11</u>
Days FHWA Non-Participating		<u>N/A</u>
CO Portion FHWA Non-Participating	\$	<u>1,292,264.00</u>

**RECOMMENDED FOR EXECUTION:**

Engineer's Seal:



[Signature] 11/03/2020  
 CTRMA Director of Engineering Date

Robert D. Goode Nov 3, 2020  
 Robert Goode (Nov 3, 2020 16:03 CST) Date  
 CTRMA Deputy Executive Director

[Signature] 10/27/2020  
 GEC Project Controls / Construction Manager Date

[Signature] 10/28/2020  
 GEC Project Manager Date

[Signature] 11/03/2020  
 Lloyd Chance (Nov 3, 2020 07:15 CST) Date  
 CTRMA Construction Representative

CTRMA Executive Director Date

TxDOT Representative Date

FHWA Area Engineer Date



# US 183 South Project

CHANGE ORDER NUMBER: 21b

TABLE A: Force Account Work and Materials Placed into Stock

Estimated Cost:

\$0.00

LABOR	QTY	HOURLY RATE	TOTAL	EQUIPMENT	DAYS	HOURLY RATE	TOTAL

TABLE B: Contract Items

CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			NEW			OVERRUN/ UNDERRUN
				QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	
EXTRA WORK ITEM		N/A								
XXX-XXXX	2E	Wall 125 Differing Site Condition – Part B, SBGP Reconstruction	LS				1.0	\$ 1,292,264.00	\$ 1,292,264.00	
<b>TOTALS</b>						\$ -			\$ 1,292,264.00	\$ -

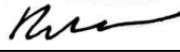
# CHANGE ORDER REASON(S) CODE CHART

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

**Change Order No. 21b -- Revised Contract Amount to Date Summary**

**Original Contract: \$ 581,545,700.00**

	<b>Amount</b>	<b>Description</b>	<b>Revised Contract Amt to Date:</b>
DRB	\$ 11,368.77	Contractually Allowed DRB Expenditures	\$ 581,557,068.77
Partnering	\$ 29,080.11	Contractually Allowed Partnering Expenditures	\$ 581,586,148.88
LRs/LDs	\$ (427,500.00)	Contractual Liquidated Damages	\$ 581,158,648.88
C.O. #1	\$ (2,779,934.00)	COA Services for AWU Adjustments & CTRMA Eminent Domain Services	\$ 578,378,714.88
C.O. #2	\$ 742,385.17	Additional Retaining Wall Coping	\$ 579,121,100.05
C.O. #3	\$ 93,805.34	MSE Wall at Herrera Street	\$ 579,214,905.39
C.O. #4	\$ 362,280.00	Greenroads Program Implementation	\$ 579,577,185.39
C.O. #5	\$ (80,402.09)	Virtual Weigh Station Scope Removal	\$ 579,496,783.30
C.O. #6	\$ 477,583.12	51st Parking Area	\$ 579,974,366.42
C.O.#7	\$ 87,149.46	Google Accommodation (MLK to the Colorado River)	\$ 580,061,515.88
C.O. #8	\$ (146,509.76)	Removal of Shared Use Path south of Patton Avenue	\$ 579,915,006.12
C.O. #9	\$ 3,488,230.07	Patton Avenue Interchange Revisions	\$ 583,403,236.19
C.O.#10	\$ 1,009,999.64	City of Austin WWL-005 Betterment	\$ 584,413,235.83
C.O.#11	\$ 299,199.34	Force Majeure Event - Hurricane Harvey	\$ 584,712,435.17
C.O.#12	\$ 113,428.43	SBENTEC Auxiliary Lane	\$ 584,825,863.60
C.O.#13	\$ 182,906.41	MASH Compliant SGTs and MBGF per TxDOT Standard BED-14	\$ 585,008,770.01
C.O.#14a	\$ 54,313.00	Montopolis Truss Bridge - Lifting Plan Development	\$ 585,063,083.01
C.O.#15	\$ 167,686.13	Additional/Revised Driveways	\$ 585,230,769.14
C.O.#16	\$ 177,054.55	Revised Toll Infrastructure	\$ 585,407,823.69
C.O.#17	\$ 2,365,876.09	Revisions Associated with the Turnarounds at Boggy Creek	\$ 587,773,699.78
C.O.#18	\$ 73,717.26	Revised CTRMA Toll Shield Logo	\$ 587,847,417.04
C.O.#19	\$ 73,891.89	STI Driveway Revisions	\$ 587,921,308.93
C.O.#20	\$ 132,677.78	Maintenance and Repair Reimbursement (D/B Contract Sect. 11.2)	\$ 588,053,986.71
C.O.#21	\$ 1,263,576.60	Wall 125 Differing Site Condition - Part A	\$ 589,317,563.31
C.O.#14b	\$ 208,686.75	Montopolis Truss Bridge - Structural Repairs	\$ 589,526,250.06
C.O.#22	\$ 218,225.50	Additional Concrete Rip Rap	\$ 589,744,475.56
C.O.#23	\$ 206,167.22	City of Austin Utility Betterments - Misc.	\$ 589,950,642.78
C.O.#24	\$ 283,556.53	Misc. Change Order Items - Part A	\$ 590,234,199.31
C.O.#25	\$ 209,760.15	Misc. Change Order Items - Part B	\$ 590,443,959.46
C.O.#26	\$ 1,302,695.93	Roadway Paving Additions	\$ 591,746,655.39
C.O.#27	\$ 126,317.54	Aesthetic Revisions - Ped Barrier and Ped Bridge	\$ 591,872,972.93
C.O.#28	\$ 316,501.44	Cable Barrier System	\$ 592,189,474.37
C.O.#29	\$ 26,702.74	Sidewalk Widening NBGP Hergotz to Montopolis	\$ 592,216,177.11
C.O.#21b	\$ 1,292,264.00	Wall 125 Differing Site Condition – Part B, SBGP Reconstruction	\$ 593,508,441.11

Summary Prepared by:   
Robert Krupa, PE

10/22/2020  
Date

## **Description of Change Order #21b**

### **Wall 125 Differing Site Condition – Part B, SBGP Reconstruction**

During construction of Retaining Wall 125 (RW125) horizontal movement of the retaining wall, and the resultant damage to the pavement along the southbound general-purpose (SBGP) lanes immediately adjacent to the wall, was observed. Both CRC and the Mobility Authority monitored the movement of the wall and the adjacent SBGP lanes by installation of multiple inclinometers and collection of terrestrial LIDAR survey data. The Mobility Authority determined that a Differing Site Condition exists because the existing slip plane causing movement to RW125 is not in the location described by the D/B Contract. It was decided to address the corrective work utilizing two separate Change Orders: Change Order Number 21, previously executed as “Part A” and for which the structural corrective work has been completed, was developed to address the structural solution for the retaining wall; and Change Order Number 21b described herein and developed to address the pavement corrections required due to the SBGP roadway settlement and underlying material movement observed adjacent to RW125.

This Change Order Number 21b is Part B and includes removal and replacement of the damaged pavement section and nearby sidewalk, curb and gutter, drainage inlet tops, and other related infrastructure as described by the Exhibits. Correction of additional items determined to have been affected by this Differing Site Condition, such as undercut and backfill of sub-grade that will not be evident until the underlying materials are exposed, and any actual work performed in addition to that listed above, per the direction and approval of the Mobility Authority, will be tracked and documented daily as Time and Materials per the requirements of D/B Contract Section 14.7 and included in a future Change Order.

This Change Order results in a total cost to the Project in the amount of \$1,292,264.00. This Change Order will be funded by the CTRMA’s construction fund (within budgeted contingency).

This change does not result in an impact to the Project milestones and no time extension is included with this Change Order per D/B Contract Section 14.9 – “No time extension shall be available with respect to Differing Site Conditions, and no delay damages shall be recovered.” Although no Contract time extension is included, the specific scope of this Change Order 21b work is excluded from the requirements for achieving Project Substantial Completion.

The Mobility Authority is NOT requesting participating status from FHWA for this change.

The following exhibits are provided with this change order:

- Exhibit A – PCO-073 Correspondence Establishing the Differing Site Condition
- Exhibit B – CRC Change Order Pricing for Wall 125 Differing Site Condition - Part B, SBGP Reconstruction, CO-21b (RCP-050 Rev01)
- Exhibit C – Mobility Authority Independent Estimate for CO-21b (RCP-050 Rev01)
- Exhibit D - Request for Change Proposal, RCP-050 Rev01

Exhibit A

PCO-073 Correspondence Establishing the Differing Site  
Condition



**CENTRAL TEXAS  
Regional Mobility Authority  
183 South Project Office**

June 4, 2019

Mr. Scott Yargas  
Project Manager  
Colorado River Constructors  
7901 E. Riverside Drive, Building 1, Suite 100  
Austin, TX 78744

Subject: 183 South Project  
Differing Site Conditions – Wall 125

Reference: CRC-RMA-L-00321

Dear Mr. Yargas:

The Mobility Authority is in receipt of the reference letter asserting entitlement to a Differing Site Condition. After review of this information, The Mobility Authority agrees that Colorado River Constructors (“CRC”) has established merit in a Differing Site Condition because the subsurface condition causing movement of Wall 125 is a physical condition of an unusual nature, differing materially from those described in the D/B Contract.

Additionally, as requested, the Mobility Authority has worked closely with CRC to review the tieback design that is intended to stop further movement of Wall 125. The Mobility Authority will continue to work with CRC through design completion.

Please continue to keep the Mobility Authority updated on costs associated with the issue. Please contact me should you have questions regarding this correspondence.

Sincerely,

Daniel W. Freeman, P.E.  
Project Manager, 183 South Project

Cc: Justin Word, P.E.  
Lloyd Chance  
Susan Fraser, P.E.  
Rob Krupa, P.E.

Don Nyland, P.E.  
Darren Halla, P.E.  
Jenie Garcia

Enclosure (1)

## Exhibit B

CRC Change Order Pricing for Wall 125 Differing Site Condition -  
Part B, SBGP Reconstruction, CO-21b (RCP-050 Rev01)



## Colorado River Constructors

P.O. Box 18987  
Austin, TX 78760  
(737) 226-6400  
(737) 226-6401 FAX

October 21, 2020

CRC-RMA-L-00430

Central Texas Regional Mobility Authority  
3300 N. IH-35, Suite 300  
Austin, TX 78705

Attention: Mr. Daniel Freeman, P.E.

Subject: Request for Change Proposal #050: Wall 125 Differing Site Condition – Part B, SBGP Reconstruction

Reference: 183 South Project, Contract 15-183S-227-01-C  
CTRMA August 7, 2020 Letter (RMA-CRC-L-00548) Requesting Change Proposal #050

Dear Mr. Freeman:

In response to the referenced letter and in accordance with Section 14 of the Design Build Contract, Colorado River Constructors (CRC) herewith submits pricing for the subject Request for Change Proposal (RCP). The attached pricing reflects CRC's proposed price to reconstruct the southbound US 183 general-purpose lanes and associated work adjacent to retaining Wall 125, in accordance with the referenced letter. The scope associated with this change order shall not be required to meet the D/B Contract requirements for Substantial Completion.

Additionally, CRC reserves the right to negotiate an extension of insurance coverages past March 10, 2021 if required, due to the work associated with this change request.

Please note that the attached price is valid for 30 days from the date of this letter.

If you have any questions or additional information is required, please contact me at (737) 226-6420.

Respectfully,

for

Scott Yardas  
Project Director  
Colorado River Constructors

/mrk



**183 South - Change Order Request Number: 050 Rev1  
Central Texas Regional Mobility Authority**

**Pricing Analysis - Cost and Markups**

Item Description			Cost Basis / Notes
SBGP Reconstruction Part B		1,017,050	
<b>Subtotal Construction Direct Cost</b>		<b>1,017,050</b>	
Development Management			
Construction QC/QA	2.00%	20,341	
Utility Design/Coordination	0.00%	-	
City of Austin Coordination	0.00%	-	
Environmental Coordination	<u>2.00%</u>	<u>20,341</u>	
<b>Total Development Management</b>	4.00%	<b>40,682</b>	
Development Design			
Design	<u>0.50%</u>	<u>5,085</u>	
<b>Total Design Development</b>		<b>5,085</b>	
<b>Subtotal Direct Cost</b>		<b>1,062,818</b>	
Risk	<u>20.00%</u>	<u>212,564</u>	
<b>Total Risk</b>	20.00%	<b>212,564</b>	
<b>Subtotal Price</b>		<b>1,275,381</b>	
Bonds, Warranty, Insurance			
P&P Bonds	0.85%	8,645	Percent of construction cost per L1
Warranty	0.12%	1,220	
Insurance	<u>0.69%</u>	<u>7,018</u>	
<b>Total Bonds, Warranty, Insurance</b>	1.66%	<b>16,883</b>	
<b>Total Price Quote:</b>		<b>1,292,264</b>	

Item #	RCP Scope				Unit Price	\$'s
	Description	Qty	Unit			
1	Sawcut/Haul CRCP/BB/SW/Curb	4,458	SY	\$	24.01	\$ 107,015
2	Demo CRCP/BB Offsite to Waste	4,458	SY	\$	18.73	\$ 83,471
3	Remove CTB/Select	2,890	CY	\$	21.43	\$ 61,919
4	Rework Subgrade	1,906	SY	\$	4.43	\$ 8,446
5	Replace Select Fill	2,223	CY	\$	64.35	\$ 143,061
6	Replace CTB	4,000	SY	\$	14.31	\$ 57,223
7	Replace Bond Breaker	230	TN	\$	139.31	\$ 32,042
8	Replace 10" CRCP	3,644	SY	\$	63.91	\$ 232,918
9	Replace Sidewalk & Driveway	922	SY	\$	63.66	\$ 58,691
10	Install Rip Rap Slope	432	CY	\$	391.63	\$ 169,225
11	Traffic Control/Barrier	1	LS	\$	44,614.83	\$ 44,615
12	Illum/Sign/Signals	1	LS	\$	39,500.00	\$ 39,500
13	Replace Inlets	2	EA	\$	6,257.15	\$ 12,514
14	Landscape Credit	1	LS	\$	(33,589.39)	\$ (33,589)
						\$ 1,017,050

**Notes / Assumptions:**

- Traffic phasing per attached drawing, with traffic reduced to one lane on SBGP for entire duration of scope.
- CRCP to be sawcut full depth and removed in squares. CRCP squares to be hauled to yard, demoed and hauled offsite to waste
- Select limits increased slightly to allow ramps down into excavation.
- No excavation of subgrade included, only rework of top 6" of subgrade material. Any other subgrade repair to be paid by force account.
- All in place select fill and cement treated base to be removed and hauled offsite to waste. New material included in price to replace.
- Dowel bars at each end included and tie bars for phased construction, 3 CRCP slips assumed.
- Sixty 600 apartment driveway onto SBGP to be closed during Phase 1 of reconstruction. All traffic routed to Loyola Lane.
- Sidewalk grade to be reworked and replacement sidewalk to be placed on subgrade, no sand or other material included.
- Concrete rip rap slope to be placed with fiber mesh in concrete. Concrete to be pumped from SBML right lane and shoulder below.
- Traffic control includes initial barrier set and removal. Also includes support for OH sign changes and temp signage set/remove/maint.
- The existing light poles along inside shoulder will be removed and foundations demolished to allow working room. Will be replaced.
- OH sign changes per RCP letter are included.
- Includes cost for repairing and replacing drainage inlets tops. Any repair work for adjacent drainage line to be covered by force account.
- The landscape bed, mowstrip and trees/shrubs along with seeding have been credited, replaced with concrete rip rap slope.
- Assumes no change to existing flume above wall.
- Design costs only for FCR to revise landscape to concrete rip rap. No check included for flume capacity.



# PHASE 2

END REPAIR  
1272+31

18'-19' wide  
1/2 Ln + Lane

CONSTRUCT RIP  
RAP 1264+25 -  
1271+25

START REPAIR  
1264+31



## Exhibit C

Mobility Authority Independent Estimate for CO-21b (RCP-050  
Rev01)

Design							
TxDOT Item Code	Item Description	Unit	Unit Cost	Estimated Qty.	Item Cost	Bid Tab and Unit Cost Notes	
1	N/A	CAD Tech.	Hour	\$130.00	4	\$520.00	Assumed loaded rate billed for CAD Tech.
2	N/A	Design Engr.	Hour	\$150.00	20	\$3,000.00	Assumed loaded rate billed for Design Engr.
3	N/A	Sr. Design Engr.	Hour	\$250.00	4	\$1,000.00	Assumed loaded rate billed for Sr. Design Engr.
<b>Total Est. Design Cost</b>						<b>\$4,520.00</b>	

Construction							
TxDOT Item Code	Item Description	Unit	Unit Cost*	Estimated Qty.	Item Cost	Bid Tab and Unit Cost Notes	
1	104-6001	REMOVING CONC (PAV)	SY	\$18.39	3,644	\$67,013.16	District 14 - 12-mo. avg. unit cost
2	105-6008	REMOVING STAB BASE AND ASPH PAV (6")	SY	\$13.00	4,000	\$52,000.00	Added 30% to unit cost since work hours limited due to nearby apartment complex
3	104-6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	\$13.48	754	\$10,163.92	District 14 - 12-mo. avg. unit cost
4	110-6001	EXCAVATION (ROADWAY)	CY	\$18.00	2,223	\$40,014.00	District 14 - 12-mo. avg. unit cost, modified for tight work area and haul off, and work hours limited due to nearby apartment complex
5	132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	\$16.08	370	\$5,949.60	Statewide 12-mo. avg. unit cost
6	247-6057	FL BS (CMP IN PLC)(TYE GR1-2)(FNAL POS)	CY	\$63.25	2,223	\$140,604.75	Statewide 12-mo. avg. unit cost
7	276-6205	CEM TRT(PLNT MX) (CL N)(TYA)(GR1-2)(6")	SY	\$26.00	4,000	\$104,000.00	Statewide 12-mo. avg. unit cost
8	341-6040	D-GR HMA TY-D PG64-22	TON	\$130.00	235	\$30,550.00	Statewide 12-mo. avg. unit cost, modified to include move costs
9	360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	\$59.64	3,644	\$217,328.16	Statewide 3-mo. avg. unit cost
10	432-6001	RIPRAP (CONC)(4 IN)	CY	\$431.54	432	\$186,425.28	District 14 - 12-mo. avg. unit cost
11	465-6028	INLET (COMPL)(PCO)(6FT)(BOTH)	EA	\$10,075.00	2	\$20,150.00	Statewide 12-mo. avg. unit cost
12	529-6008	CONC CURB & GUTTER (TY II)	LF	\$23.40	800	\$18,720.00	Statewide 12-mo. avg. unit cost
13	531-6001	CONC SIDEWALKS (4")	SY	\$100.00	754	\$75,400.00	
14	666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	\$0.17	1,000	\$170.00	Temp. striping for staging, assumed qty.
15	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.14	1,600	\$224.00	Temp. striping for staging, assumed qty.
16	666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.15	1,600	\$240.00	Temp. striping for staging, assumed qty.
17	677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.39	4,200	\$1,638.00	
18	502-6001	BARR, SIGNS, TRAFFIC HANDLING	MO	\$7,962.00	5	\$39,810.00	
19	512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	LF	\$25.00	1,200	\$30,000.00	
20	512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	\$15.00	1,200	\$18,000.00	
21	XX-XXXX	TRAFFIC SIGNAL MONITORING AND REVISIONS	DAY	\$1,000.00	6	\$6,000.00	Likely this will be Paradigm (CRC subconsultant)
22	XXX-XXXX	REVISE LAST FREE EXIT SIGNS PER RCP-050Rev1 EXHIBIT	EA	\$12,000.00	1	\$12,000.00	Assumed cost based on estimated crew efforts
<b>Total Est. Construction Cost</b>						<b>\$1,076,400.87</b>	

Subtotal Design and Constr. Est. Cost \$1,080,920.87

\* TxDOT Austin District 14 Avg. Low Bid, April 2020 TxDOT data (3-mo. Avg.), unless otherwise noted

2% QC	\$21,528.02
1% Environmental	\$10,764.01
2% Bonds, Warranty, Insurance	\$21,528.02
20% Risk	\$215,280.17

**Total Est. Cost** **\$1,350,021.09**

## Exhibit D

Request for Change Proposal, RCP-050 Rev01



August 14, 2020

Mr. Scott Yargas  
Project Manager  
Colorado River Constructors  
7901 E. Riverside Drive, Building 1, Suite 100  
Austin, TX 78744

Subject: 183 South Project  
Request for Change Proposal #050 Rev01: **Wall 125 Differing Site Condition – Part B, SBGP Reconstruction**

Dear Mr. Yargas:

In accordance with Section 14.2.1.1 of the Design/Build Contract (“D/B Contract”), the Central Texas Regional Mobility Authority (“Mobility Authority”) is hereby submitting a Request for Change Proposal (“RCP”) to reconstruct the southbound US 183 general-purpose lanes and associated work adjacent to Retaining Wall 125 as follows:

- CRCP, HMA Bond breaker, Cement Treated Base, and Curb removal and reconstruction from Sta. 1264+31 to the existing CRCP transverse joints at approx. Sta. 1272+31
- Sidewalk removal and reconstruction from Sta. 1261+00 to approx. Sta. 1272+31
- Select Fill removal and reconstruction from Sta. 1265+10 to Sta. 1268+60
- Stabilize subgrade from Sta. 1265+10 to Sta. 1268+60
- Construct 4” concrete rip rap from Sta. 1264+25 to Sta. 1271+25 in lieu of seeding and planting areas between the SBGP lanes and the RW-125 upper flume, including hydraulic evaluation of the existing flume as constructed to account for the change from grass to concrete
- The intent is to maintain a single open SBGP lane through the limits of this Change Order work during which time tolling will be temporarily suspended for the SB 51<sup>st</sup> St./MLK exit ramp, essentially temporarily relocating the SB Last Free Exit while keeping the SB Loyola Lane exit open and intended for local traffic and business access. CRC to provide adequate signing for the relocated Last Free Exit and temporary toll suspension including but not limited to temporary removal or suitable covering for all existing “Last Free Exit” guide signs and exit ramp toll signs, display of temporary signs, and PCMS messaging prior to and during this work to clearly notify drivers of the temporary condition, in accordance with the included exhibit. Temporary signing plan to be approved by the Mobility Authority prior to beginning the work. Signage related to traffic control will be per appropriate TxDOT Standard and is not described in the included exhibit.
- CRC to provide intersection monitoring and signal timing temporary revisions, as deemed necessary, for the SBGP/Loyola Ln. intersection during the proposed work.





CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY



The work associated with the items described above is quantifiable and pricing for this scope of work is expected to be included in the response to this RCP. However, it is expected that underlying roadway materials in addition to those listed above, including but not limited to select fill, subgrade, undercut and backfill, and underdrain, may require further reconstruction for which the limits are not determinable until the upper pavement structure has been removed. To address these items not yet quantifiable, any actual work performed in addition to that listed above, per the direction of the Mobility Authority, will be tracked and documented daily as Time and Materials per the requirements of D/B Contract Section 14.7 and included in a future Change Order.

In accordance with D/B Contract Section 14.9 as it applies to the requested work – “No time extension shall be available with respect to Differing Site Conditions, and no delay damages shall be recovered.”

Pursuant to Section 14.2.1.2 of the Design/Build Contract, please schedule an initial consultation with the Mobility Authority to discuss the specific scope associated with this RCP. The Mobility Authority looks forward to discussing this potential change with you.

Sincerely,

Daniel W. Freeman, P.E.  
CDA Manager

Cc: Justin Word, P.E.  
Darren Halla, P.E.  
Charlotte Gilpin, P.E.  
April Sandoval, P.E.

Gilbert Sylva, P.E.  
Mike Sexton, P.E.  
Rob Krupa, P.E.

Jenie Garcia  
Lloyd Chance

Enclosure

**Correspondence from the 183 South Project Office**

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(Exhibit follows Page 2 of 2)

# 183S SBGP RECONSTRUCTION - SIGNING EXHIBIT



## LEGEND



- APPROX. SBGP RECONSTRUCTION LIMITS, ONE LANE OPEN THROUGH THIS AREA
- SB LOYOLA EXIT RAMP - REMAINS OPEN AND INTENDED FOR LOCAL AND BUSINESS ACCESS
- SB 51st/MLK EXIT RAMP - OPEN AND TEMPORARILY NON-TOLLED



CRC TO MONITOR SIGNALS AT INTERSECTION AND REVISE TIMING CYCLES AS DEEMED NECESSARY

PEDESTRIAN BRIDGE TO BE RECONSTRUCTED

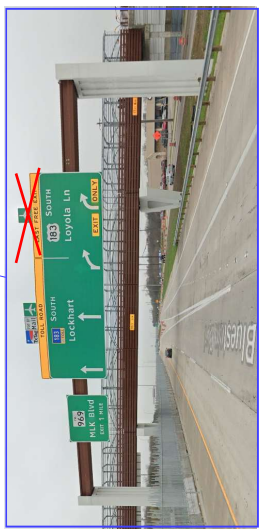
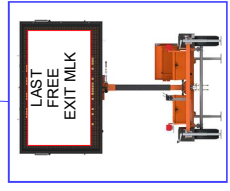
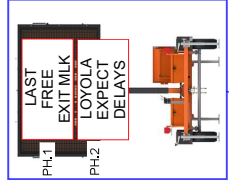
DEVELOPMENTS CENTER

WINN ELEMENTARY SCHOOL

LANCASTON RD

US 290

US 290





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**MOBILITY AUTHORITY**

November 18, 2020  
AGENDA ITEM #18

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Executive Session

*Executive Session:*

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #19**

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Executive Session

*Executive Session:*

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



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
AGENDA ITEM #20

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Executive Session

*Executive Session:*

Discuss personnel matters as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

November 18, 2020  
**AGENDA ITEM #21**

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Adjourn Board Meeting

Strategic Plan Relevance:	Regional Mobility/Economic Vitality/ Sustainability
Department:	Executive
Contact:	Mike Heiligenstein, Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Discussion only

Summary:

Adjourn Board Meeting.