



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, January 25, 2023

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

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

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

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

AGENDA

No action on the following:

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

Consent Agenda

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

2. Approve the minutes from the December 14, 2022 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
4. Approve a contract with American Infrastructure Maintenance Management, LLC. for the 183A Small Sign Replacement Maintenance Project.

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the financial statements for November 2022 and December 2022.
6. Discuss and consider approving the 2022 Annual Report.
7. Discuss and consider approving Amendment No. 3 to the contract with Cofiroute USA, LLC to adjust compensation for Pay By Mail services.
8. Discuss and consider approving a request to issue a request for proposals for information technology consulting services.

Briefings and Reports

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

9. Quarterly Project Updates.
 - A. 183A Phase III Project.
 - B. 183 North Mobility Project.
 - C. MoPac Cemetery Tree Planting Project.
 - D. Barton Skyway Ramp Relief Project.
10. Executive Director Report.
 - A. Issuance of a request for qualifications for investment advisory services.
 - B. Briefing on tolling & billing processes.
 - C. Agency performance metrics.
 - (i) Roadway performance
 - (ii) Call-Center performance
 - D. 88th Legislative Session Update

Executive Session

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:

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

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

15. Adjourn meeting.

Notes

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

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

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

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

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

Mobility Authority Board Meeting Agenda
Wednesday, January 25, 2023

TEXAS TRANSPORTATION CODE 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.

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #1

Welcome and opportunity for public
comment

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #2

Approve the minutes from the
December 14, 2022 Regular Board
Meeting

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

Description/Background: Approve the attached draft minutes for the December 14, 2022, Regular Board Meeting.

Backup provided: Draft minutes

MINUTES

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

Wednesday, December 14, 2022

9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted December 9, 2022, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Robert Jenkins and Board Members David Singleton, David Armbrust, Mike Doss, Heather Gaddes and Jay Blazek Crossley were present in the Lebermann Board Room.

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

<https://mobilityauthority.swagit.com/play/12152022-517>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:04 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

No comment was provided.

Consent Agenda

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

ADOPTED AS: RESOLUTION NO. 22-051

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. 22-052

5. Approve a contract with Aaron Concrete Contractors, LP for the 290E Retaining Wall Stabilization Maintenance Project.

ADOPTED AS: RESOLUTION NO. 22-053

6. Approve additional funding to extend the agreement with Robert Half International, Inc. for Interim Controller services.

ADOPTED AS: RESOLUTION NO. 22-054

7. Approve additional funding to extend the agreement with Robert Half International, Inc. for Interim Controller services.

ADOPTED AS: RESOLUTION NO. 22-055

MOTION: Approve Item Nos. 2 thru 7.
RESULT: Approved (Unanimous); 6-0
MOTION: David Singleton
SECONDED BY: David Armbrust
AYE: Armbrust, Crossley, Doss, Gaddes, Jenkins, Singleton
NAY: None.

Regular Items

8. Accept the financial statements for September 2022 and October 2022.

Presentation by Jose Hernandez, Chief Financial Officer.

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

ADOPTED AS: RESOLUTION NO. 22-056

9. Discuss and consider awarding and approving the award and execution of contracts for construction engineering and inspection services (CE&I) with BGE, Inc. and IEA Inc. for the CE&I Services Pool.

Presentation by Mike Sexton, P.E., Acting Director Engineering and BGE Inc. and IEA Inc. representatives addressed the board.

MOTION: Award and approve contracts for construction engineering and inspection services (CE&I) with BGE, Inc. and IEA Inc. for the CE&I Services Pool.

RESULT: Approved (Unanimous); 6-0

MOTION: David Singleton

SECONDED BY: Jay Crossley

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 22-057**

10. Discuss and consider approving an amended and restated agreement with Electronic Transaction Consultants, LLC (ETC) for electronic toll collection integration and maintenance services.

Presentation by Tracie Brown, Director of Operations.

MOTION: Approve an amended and restated agreement with Electronic Transaction Consultants, LLC (ETC) for electronic toll collection integration and maintenance services.

RESULT: Approved (Unanimous); 6-0

MOTION: Mike Doss

SECONDED BY: Heather Gaddes

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 22-058**

11. Discuss and consider approving Work Authorization No. 4 with Electronic Transaction Consultants, LLC (ETC) for the design and installation of the toll system and other infrastructure required to support the 183N Mobility Project.

Presentation by Greg Mack, Director of Information Technology.

MOTION: Approve Work Authorization No. 4 with Electronic Transaction Consultants, LLC (ETC) for the design and installation of the toll system and other infrastructure required to support the 183N Mobility Project.

RESULT: Approved (Unanimous); 6-0

MOTION: Jay Crossley

SECONDED BY: Mike Doss
AYE: Armbrust, Crossley, Doss, Gaddes, Jenkins, Singleton
NAY: None.

ADOPTED AS: **RESOLUTION NO. 22-059**

- 12.** Discuss and consider approving Work Authorization No. 5 with Electronic Transaction Consultants, LLC (ETC) for the design and installation of the toll system and other infrastructure required to support the 183A Phase III Project.

Presentation by Greg Mack, Director of Information Technology.

MOTION: Approve Work Authorization No. 5 with Electronic Transaction Consultants, LLC (ETC) for the design and installation of the toll system and other infrastructure required to support the 183A Phase III Project.

RESULT: Approved (Unanimous); 6-0

MOTION: David Singleton

SECONDED BY: David Armbrust

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

NAY: None.

ADOPTED AS: **RESOLUTION NO. 22-060**

Briefings and Reports

- 13.** Executive Director Report.

Presentation by James M. Bass, Executive Director

A. Mobility Authority office plan.

B. Agency performance metrics.

(i) Roadway performance

(ii) Call-Center performance

Executive Session

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

- 14.** Discuss the sale, transfer, or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071

(Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property; Closed Meeting).

15. 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).
16. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).
17. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 11:38 a.m.

Regular Items

18. Adjourn Meeting.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 11:38 a.m.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #3

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

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

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

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

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

longer deemed a habitual violator.

Financing: Not applicable.

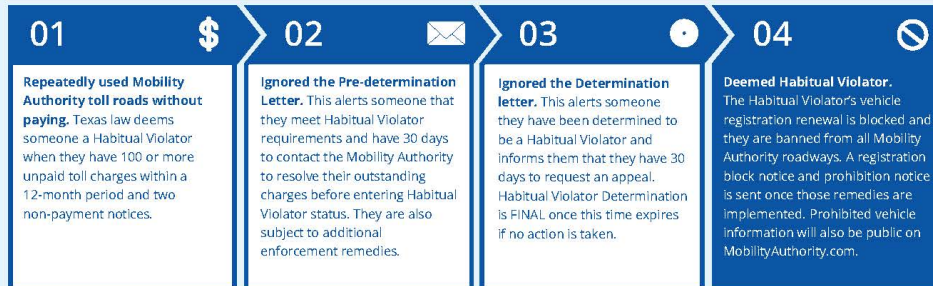
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution



Habitual Violator Process



Who is a Habitual Violator?

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

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

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

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

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

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

Learn more about the Habitual Violator Enforcement Program at MobilityAuthority.com



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, 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. 23-0XX

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective January 25, 2023; and

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #4

Approve a contract with American
Infrastructure Maintenance
Management, LLC. for the 183A Small
Sign Replacement Maintenance Project

Strategic Plan Relevance: Safety
Department: Engineering
Contact: Mike Sexton, P.E., Acting Director of Engineering
Associated Costs: \$517,184.57
Funding Source: FY23 Operating Budget Replacement & Renewal
Funds
Action Requested: Consider and act on draft resolution

Project Description/Background: The 183A Small Sign Replacement Maintenance Project includes the replacement of small signs along 183A from Hero Way to SH 45 and the installation of small signs along the 183A shared use path from Hero Way to Brushy Creek Rd. The project began design in July 2022 as a part of the Authority's maintenance program. The construction of this project will improve safety along 183A by replacing fading small signs along the corridor, and the 183A shared use path will receive additional small signage providing users with advance warning for conditions on the shared use path.

Previous Actions & Brief History of the Program/Project: In June of 2022, the Authority approved the adoption of the FY2023 Operating Budget which included renewal and replacement funds to develop the plans and construct the improvements. Final Plans were completed in November 2022 and the project was advertised for bids in November 2022.

Construction Contract Procurement Timeline:

- November 10th, 2022: Advertised Project
- December 7th, 2022: Pre-Bid Meeting
- January 11th, 2023: Bid Opening

Bids: 3 bids were received and came in as shown below.

Contractor	Bid Price	Responsive Bid
American Infrastructure Maintenance Management, LLC.	\$517,184.57	Yes
Dan Williams Company	\$553,413.42	Yes
Levy Company	\$579,892.25	Yes

The Engineer’s Estimate was \$745,652.25.

The bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is American Infrastructure Maintenance Management, LLC at \$517,184.57.

Financing: FY23 Operating Budget R&R Funds

Action requested/Staff Recommendation: Staff recommends that the Board award the contract for construction of the 183A Small Sign Replacement Maintenance Project to American Infrastructure Maintenance Management, LLC and authorize the Executive Director to execute a contract with American Infrastructure Maintenance Management, LLC in an amount not to exceed \$517,184.57 for construction of the 183A Small Sign Replacement Maintenance Project.

Backup provided: Draft Resolution
Draft Contract

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

RESOLUTION NO. 23-0XX

**APPROVING A CONTRACT WITH AMERICAN INFRASTRUCTURE
MAINTENANCE MANAGEMENT, LLC FOR
THE 183A SMALL SIGN REPLACEMENT MAINTENANCE PROJECT**

WHEREAS, in an effort to improve safety the Mobility Authority plans to replace small signs along 183A from Hero Way to SH 45 and install small signs along the 183A shared use path from Hero Way to Brushy Creek Road to improve visibility, clarify readability and provide users with advance warning for conditions on the shared use path (“183A Small Sign Replacement Maintenance Project”); and

WHEREAS, the Mobility Authority advertised the 183A Small Sign Replacement Maintenance Project on November 10, 2022 and received three (3) bids by the bid opening on January 11, 2023; and

WHEREAS, the bids were reviewed by Mobility Authority engineering staff who determined the lowest responsive and responsible bidder to be American Infrastructure Maintenance Management, LLC; and

WHEREAS, after reviewing the engineering staff’s evaluation, the Executive Director recommends that the Board approve a contract with American Infrastructure Maintenance Management, LLC for the 183A Small Sign Replacement Maintenance Project in an amount not to exceed \$517,184.57 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves a contract with American Infrastructure Maintenance Management, LLC for the 183A Small Sign Replacement Maintenance Project in an amount not to exceed \$517,184.57 and hereby authorizes the Executive Director to finalize and execute the contract in the form or substantially the same form as published in the bid documents attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

**183A Small Sign Replacement
Maintenance Project**

CTRMA Contract No.: 23183A24601M

Bid Documents

Advertisement: November 10, 2022

Pre-Qualification Deadline: 12:00 PM December 28,
2022

Bid Date: 2:00 PM January 11, 2023

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

November 10, 2022

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

183A SMALL SIGN REPLACEMENT MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/633c6e6b9fe9dd625a56ba07/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, January 11th, 2022**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have forty-four (44) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

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

A Full NTP will be issued no later than 180 calendar days after award for the Contractor to begin work. Time charges will begin accruing upon issuance of the Full NTP.

The complete list of quantities is located in the Bid Form. The principal items of work are as follows:

- Replace Aluminum Signs (TY A)
- Small Sign Support and Assemblies

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on December 29th, 2022 via the project's CivCastUSA website <https://www.civcastusa.com/project/633c6e6b9fe9dd625a56ba07/summary>.

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement.

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is December 28th, 2022 at Noon.

The Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification through TxDOT and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

Complete Contract documents will be available on November 10th, 2022 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website <https://www.civcastusa.com/project/633c6e6b9fe9dd625a56ba07/summary>.

Standard Specifications (Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, November 1, 2014) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website (<https://www.txdot.gov/business/resources/txdot-specifications.html>).

The contract will be awarded in accordance with the Authority’s Procurement policy. A copy of the Procurement Policy is available online at the Authority website: (https://www.mobilityauthority.com/upload/files/resources/Policy%20Code/32_Policy_Code_Novemeber_18_2020.pdf).

For more information, please submit a question to the project team through CivCast.com.

Each bid must be accompanied by a Bid Guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The apparent low bidder shall deliver the original sealed Bid Bond to CTRMA within five (5) calendar days of such notification.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
James Bass, Executive Director
Austin, Texas

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

BID DOCUMENT CHECKLIST

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

Bid Document:

- Are you registered with the State of Texas?
- Are you fully prequalified by Texas Department of Transportation (TxDOT)
- Do you have a bidding capacity per TxDOT prequalification system of \$1,000,000.
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

Bid Document Preparation:

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

Bid Bonds:

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

Bid Document Submission:

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

Central Texas Regional Mobility Authority

**183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT**

CONTRACT NO. 23183A24601M

**BID FOR 183A SMALL SIGN REPLACEMENT MAINTENANCE PROJECT MAINTENANCE
CONTRACT**

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

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within sixty (60) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within forty-four (44) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total Contract bid price based on the terms and conditions specified in TxDOT Specification Item 4. It is understood that payment for this project will be by unit prices bid.

The cost of any work performed, materials furnished, services provided, or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope and plans, intent, and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Accompanying this Bid is a bid guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Official Total Bid Amount. It is hereby understood and agreed that said Bid Bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, the Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the proof of proper insurance coverage and other necessary documents, all within fifteen (15) calendar days after award of the Contract; otherwise, said check or bond is to be returned to the undersigned.

Business Name of Bidder _____

Type of Organization Individual
 Partnership
 Corporation

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, _____, of the
City of _____, County of _____ and State of
_____, being of full age and duly sworn according to law on my oath
depose and say:

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 11th day of January,
2023, for Contract No. 23183A24601M in connection with the 183A Small Sign Replacement
Maintenance Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or
arrangement with any person, firm or corporation or entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding or which
would increase the cost of construction or maintenance in connection with the said Contract; that
no person or selling agency has been employed or retained to solicit or secure the said Contract
upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide full-time employees;

And that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

DEBARMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

I, _____, of the City
of _____, County of _____ and State of
_____, being of full age and duly sworn according to law on my oath
depose and say:

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 11th day of January,
2023, for Contract No. 23183A24601M in connection with the 183A Small Sign Replacement
Maintenance Project; that I executed the said Bid with full authority to do so;

The said Bidder has not been excluded or disqualified from doing business on State or
Federal projects;

And that said Bidder is or has been a member of the following highway contractors'
association during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this _____
day of _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

CHILD SUPPORT STATEMENT

Under section 231.006, Family Code, the vendor or applicant certifies that the individual or business entities named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.



CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Family Code, Section 231.006, _____
 Certifies that _____,
 as of _____ is eligible to receive a grant, loan or payment and acknowledges
 that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

NAME <i>(please print legibly, if handwritten)</i>	SOCIAL SECURITY NUMBER

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided in Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code 2271.002, the Mobility Authority must include a provision requiring a written verification that the Contractor does not boycott Israel and will not boycott Israel during the term of the Contract. By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

Violation of this certification may result in action by the Mobility Authority.

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

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

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

This provision applies to a contract that:

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

BID BOND

KNOW ALL PERSONS MEN BY THESE PRESENTS,
that _____, as Principal/Contractor, and
_____, as Surety, legally authorized to do
business in the State of Texas, are held and firmly bounded unto the Central Texas Regional
Mobility Authority, as Authority, in the amount of at least five percent (5%) percent of the Total
Bid amount, on which the Contract is awarded lawful money of the United States of America, for
the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No.
23183A24601M, entitled 183A Small Sign Replacement Maintenance Project, and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be
awarded the Contract upon said Bid and shall, within fifteen (15) calendar days after the date of
written notice of such award, enter into and deliver a signed Contract and the prescribed
Performance Bond for the faithful performance of the Contract, together with the required proof of
proper insurance coverage and other necessary documents, then this obligation shall be null and
void; otherwise, to remain in full force and effect, and the Contractor and Surety will pay unto the
Authority the difference in money between the amount of the Total Amount written in the Bid of
said Contractor and the amount for which the Authority may legally contract with another party to
perform the said work, if the latter amount be in excess of the former; but in no event shall the
Surety's liability exceed the penal sum hereof.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____
Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the "Authority" and _____, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 23183A24601M, entitled 183A Small Sign Replacement Maintenance Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the official total Bid Amount based on the unit prices bid of _____ dollars and _____ Cents (\$ _____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have forty-four (44) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

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

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20__.

By: _____

James Bass
Executive Director

Notary Public

My commission expires:

CONTRACTOR:

Business Name

Address

Sworn to and subscribed
before me this _____
day of _____, 20____.

by: _____
Notary Public

Title

My commission expires:

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

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

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

State or County of Incorporation/Formation/Organization: _____

Signature block for a corporation or limited liability company:

Company: _____

By: _____

Printed Name: _____

Title: _____

Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME:

OFFICE:

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

Secretary

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal,
and

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

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

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as Principal
(hereinafter referred to as the "Principal"), and

_____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Central Texas Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____ Dollars

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

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect.

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

RECEIPT OF ADDENDA

Receipt of addendum, if issued, must be acknowledged electronically on the CivCast website.

Failure to confirm receipt of all addenda issued will result in the bid being deemed non-responsive.

Signature

Date

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

SEALS

The enclosed Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project.



A handwritten signature in blue ink, appearing to be "Allen Yu", written over the bottom portion of the seal.

Atkins North America, Inc.
Firm #474

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

Project Number: 23183A24601M

County: Williamson

Highway: 183A

Sheet:

Control:

GENERAL NOTES:

GENERAL

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

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

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

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

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

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

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

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

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

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

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

Project Number: 23183A24601M

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Sheet:

Control:

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

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

Coordinate and obtain approval for all work over existing roadways.

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

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

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

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

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

ITEM 4 – SCOPE OF WORK

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

ITEM 5 – CONTROL OF THE WORK

Provide a 48-hour advance email notice to AUS_Locate@txdot.gov to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system (US 183, 183A frontage roads between Brushy Creek and SH 45N). Provide a 2-week advance notice to the Engineer to request locates on the Mobility Authority's system (183A in areas not mentioned above).

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

Project Number: 23183A24601M

County: Williamson

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Sheet:

Control:

Electronic Shop Drawing Submittals:

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

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

Migratory Birds and Bats.

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

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

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

Law Enforcement Personnel.

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

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

Project Number: 23183A24601M

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Sheet:

Control:

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

Back Up Alarm

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

ITEM 8 – PROSECUTION AND PROGRESS

There will be a 60-calendar day delay start which is to be used for the fabrication of signs starting from written Limited Notice to Proceed provided by the Mobility Authority.

The Contractor will have 44 working days from NTP to have all installations complete.

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

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

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

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

Any unauthorized lane closures will result in an assessment to the Contractor of \$1,000 per lane per hour or the assigned Lane Closure Assessments in the table, whichever is the higher amount.

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

Table 1: Lane Closure Assessment Rates

Lane Closure Period	Late Charges (Per Lane)			
	183A		US 183 & 183A FR	
	Lane	Shoulder	Lane	Shoulder
0-15 mins	\$1,000	\$1,000	\$1,000	\$1,000
15-30 mins	\$2,000	\$2,000	\$2,000	\$2,000
30-45 mins	\$3,000	\$3,000	\$3,000	\$3,000
45-60 mins	\$4,000	\$4,000	\$4,000	\$4,000
Every additional 15-minute interval after 1 hour	\$2,000	\$2,000	\$2,000	\$2,000

For example: If the contractor has one lane of traffic closed on US 183 until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

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

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

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

ITEM 9 – MEASUREMENT AND PAYMENT

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

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

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

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

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

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 2. Allowable Lane Closure

Roadway	Limits	Allowable Closure Time*
		Weekday
183A	SH 45 to San Gabriel Pkwy	9 P to 5 A
US 183	SH 45 to Brushy Creek	9 P to 5 A
183A Frontage Roads	Brushy Creek to San Gabriel Pkwy	9 P to 5 A

* Allowable Closure Time includes setup and cleanup time.

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 9 P to 5 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

Full mainlane closures will not be allowed. Full ramp closures must be approved by the Engineer.

No closures will be allowed on Friday night.

No closures will be allowed on the weekends adjacent to, working day prior, and working day after the National Holidays defined in the Standard Specifications and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for Formula 1 at Circuit of the Americas, Austin City Limits Fest, South by Southwest, Republic of Texas Rally, UT home football games, Rodeo Austin, State of Texas sales tax holiday, or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

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

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed. Submit an emailed request for a lane closure (LCN) to the Mobility Authority. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

Maintain a minimum of 1 through lane in each direction, unless otherwise directed in plans.

For roadways listed in Table 2: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 2: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

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Sheet:

Control:

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

In the case of an unauthorized lane closure, all approved LCNs will be revoked until a meeting is held between the contractor and the Engineer. No lane closure notices will be approved until the meeting is concluded.

Coordinate Main Lane closures with adjacent projects including those projects owned by other agencies and departments. Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Shadow Vehicle with TMA is required as shown in the TCP sheets and for setup/removal of traffic control devices.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Do not set up traffic control when the pavement is wet.

Maintain access to all streets and driveways at all times, unless otherwise approved. Considered subsidiary to the pertinent Items.

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

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

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

ITEM 636 – ALUMINUM SIGNS

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

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

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County: Williamson
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Sheet:
Control:

Contractor will retain ownership of replaced signs.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

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

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

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

A TMA/TA shall be used when installing and removing a TCP setup. This work is subsidiary to item 502.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the project.

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

Central Texas Regional Mobility Authority

183A SMALL SIGN REPLACEMENT
MAINTENANCE PROJECT

CONTRACT NO. 23183A24601M

SPECIFICATION LIST

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications herein contained.

Attention is directed to the use of "Proposal" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Bid" in the Mobility Authority's documents. This shall be accounted for when working contract documents prepared by the Mobility Authority with those standards prepared by TxDOT.

Attention is directed to the use of "Department" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Mobility Authority" in the Mobility Authority's documents.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1-9 GENERAL REQUIREMENTS AND COVENANTS

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM 636 SIGNS (643)

ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES

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

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

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

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

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

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

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

SPECIAL PROVISION TO ITEM 000 (000---1243)

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

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

SPECIAL PROVISION TO ITEM 002 (002---011)
SPECIAL PROVISION TO ITEM 003 (003---005---RMA)
SPECIAL PROVISION TO ITEM 003 (003---011)
SPECIAL PROVISION TO ITEM 004 (004---001---RMA)
SPECIAL PROVISION TO ITEM 005 (005---002)
SPECIAL PROVISION TO ITEM 005 (005---003)
SPECIAL PROVISION TO ITEM 006 (006---001---RMA)
SPECIAL PROVISION TO ITEM 006 (006---012)
SPECIAL PROVISION TO ITEM 007 (007---003---RMA)
SPECIAL PROVISION TO ITEM 007 (007---004)
SPECIAL PROVISION TO ITEM 007 (007---011)
SPECIAL PROVISION TO ITEM 008 (008---002---RMA)
SPECIAL PROVISION TO ITEM 008 (008---003)
SPECIAL PROVISION TO ITEM 008 (008---030)
SPECIAL PROVISION TO ITEM 008 (008---033)
SPECIAL PROVISION TO ITEM 009 (009---001---RMA)
SPECIAL PROVISION TO ITEM 009 (009---011)
SPECIAL PROVISION TO ITEM 502 (502---008)
SPECIAL PROVISION TO ITEM 636 (636---001)
SPECIAL PROVISION TO ITEM 643 (643---001)
SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6185 (6185---002)

SPECIAL SPECIFICATIONS:

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN

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

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision to Item 000

Nondiscrimination

1. DESCRIPTION

The Contractor agrees, during the performance of the service under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 (S.933), and all other federal and state laws, rules, regulations, and orders pertain to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws. The Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Texas Department of Transportation.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 3.1. **Compliance with Regulations.** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- withholding payments to the Contractor under the Contract until the Contractor complies, and/or
- cancelling, terminating, or suspending a Contract, in whole or in part.

3.6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. PERTINENT NONDISCRIMINATION AUTHORITIES:

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

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

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

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

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

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

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

2. MINIMUM WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. RECORD AND INSPECTIONS

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

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

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

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

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

Special Provision to Item 000

Small Business Enterprise in State Funded Projects



1. DESCRIPTION

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 000

Buy America

Steel and iron products to be incorporated into the project must be of domestic origin. All manufacturing processes for steel and iron products to be incorporated into the project must take place domestically, including donated material.

Reminders:

Depending on the Steel/iron item received at the project, described below are the requirements for acceptance.

1. Steel and Iron Items Inspected and Tested by CSTIM&P

- The project engineer receives CST/M&P Structural Test Reports as proof of compliance with the requirements of the specification.
- CST/M&P obtains from the supplier a completed Form 1818 (D-9-USA-1), "Material Statement" with attached MTRs, certifications, galvanizing reports, etc.

2. Steel and Iron Items Received and Sampled by the Project Engineer for Testing by CSTIM&P

- The project engineer submits samples with the required documentation obtained from the supplier (completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.) to CST/M&P for testing.
- CSTM&P issues a CST/M&P General Test Report for all passing material (proof of compliance with the requirements of the specifications).

3. Steel and Iron Items Received, Inspected, and Accepted by the Project Engineer

- The project engineer obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.
- CST/M&P assists the project engineer when requested.

4. Steel and Iron Items Received from Regional or District Warehouse (Pretested) Stock

- The project engineer obtains documentation verifying the material was obtained from a regional or district warehouse.
- CSTM&P, when requested to inspect and test, obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, etc.

Special Provision to Item 000

Schedule of Liquidated Damages



Table 1
Schedule of Liquidated Damages

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

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision 000

Notice of Contractor Performance Evaluations



1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINITIONS

- 2.1. **Project Recovery Plan (PRP)**—a formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with Title 43, Texas Administrative Code (TAC), §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

- 2.2. **Corrective Action Plan (CAP)**—a formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

In accordance with 43 TAC §9.23, the Division will request a CAP if the average of the Contractor's statewide final evaluation scores falls below the Department's acceptable standards for the review period and will monitor the Contractor's compliance with the established plan.

3. CONTRACTOR EVALUATIONS

In accordance with Title 43, Texas Administrative Code (TAC) §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- Interim evaluations—at or within 30 days after the anniversary of the notice to proceed, for Contracts extending beyond 1 yr., and
- Final evaluation—upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision

on a Contractor's evaluation score and recommendation of action required in a PRP or follow up for non-compliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)

Submit a Form 1295, "Certificate of Interested Parties," in the following instances:

- at contract execution for contracts awarded by the Mobility Authority;
- at any time there is an increase of \$300,000 or more to an existing contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing contract.

Form 1295 and instructions on completing and filing the form are available on the Texas Ethics Commission website.

Special Provision to Item 1

Abbreviations and Responsibilities

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

Article 1. is supplemented with the following:

1.0. General Statement:

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

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

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

CTRMA Central Texas Regional Mobility Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.129. State. Central Texas Regional Mobility Authority.

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 2

Instructions to Bidders

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

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

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

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Allen.Yu@atkinsglobal.com and Carlos.Sepulveda@atkinsglobal.com and include a phone number, email address and physical address for point of contact.

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

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

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

Special Provision to Item 2

Instructions to Bidders



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

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

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project, but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security's (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

Article 2.7., "Nonresponsive Bid," is supplemented by the following:

- the Bidder failed to participate in the Department of Homeland Security's (DHS) as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System."

Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is added.

The Department will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the contract. In addition, in accordance with paragraph six of Article 8.2, "Subcontracting," include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear on the DHS E-Verify system prior to award, the Department will notify the Contractor that they must submit documentation showing that they are compliant within 5-business days after the date the notification was sent. A Contractor who fails to comply or respond within the deadline will be declared non-responsive and the Department will execute the proposal guaranty. The proposal guaranty will become the property of the State, not as a penalty, but as liquidated damages. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Department may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the Department is able to verify the Bidder's participation in the DHS E-verify system. For the Bidder who is not registered in E-Verify, the Department will allow for one business day after notification to provide proof of registration.

If the Department is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system within one calendar day:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Department will reject all bids, and
- the new apparent low Bidder will remain eligible to receive future proposals for the same project.

Special Provision to Item 3

Award and Execution of Contract

Item 3, "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 1, "Award of Contract," is deleted in its entirety and replaced with the following:

The Mobility Authority will award or reject the Contract within 60 calendar days after the opening of the proposal at the sole discretion of the Mobility Authority.

Article 4.3., "Insurance," is supplemented by the following:

The Contractor shall be the named insured, and the following entities shall be additional insureds on a primary and non-contributory basis: Central Texas Regional Mobility Authority, Texas Department of Transportation.

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

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

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

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

Special Provision to Item 3 Award and Execution Contract



Item 3, Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 4.3, "Insurance." The first sentence is voided and replaced by the following:

For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with Contract requirements. For routine maintenance Contracts, refer to Article 8, "Beginning of Work."

Article 8, "Beginning of Work." The first sentence is supplemented by the following:

For a routine maintenance Contract, do not begin work until a certificate of insurance showing coverages in accordance with the Contract requirements is provided and accepted.

Special Provision to Item 4

Scope of Work

Item 4, "Scope of Work," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.4., "Changes in the Work," Delete the following paragraph:

"If the changes in quantities or the alternations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit price exists, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

and replace with the following:

"The Engineer may require deviations to the Work through a written directive. Payment for the deviations and quantity overruns will be made through the Contingency Allowance. Deviations and quantity overruns will be paid for at the unit prices submitted at the bidding stage. Deviations requiring new unit prices will be negotiated and made through the Contingency Allowance. Costs exceeding the Contingency Allowance will be addressed using the change order process.

Upon completion of the Work, the total contract value will be adjusted to provide for the difference, if any, between the total amount of expenditures from the Contingency Allowance and the original amount of the Contingency Allowance. The Contractor is not entitled to all or any part of an unexpended balance of the Contingency Allowance.

When changes are made that do not fall under the Contingency Allowance, the Contract will be amended by a Change Order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

Article 4.6., "Requests for Additional Compensation and Damages," is supplemented by the following:

"Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule."

Special Provision to Item 5

Control of the Work



Item 5, "Control of the Work," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.1, "Authority of Engineer," is voided and replaced by the following.

The Engineer has the authority to observe, test, inspect, approve, and accept the work. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- conducting interim performance evaluations requiring a Project Recovery Plan, in accordance with Title 43, Texas Administrative Code (TAC) §9.23,
- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Department's administrative costs, including additional project-specific liquidated damages when specified in the Contract in accordance with 43 TAC §9.22,
- withholding estimates,
- declaring the Contractor to be in default of the Contract, and
- in case of a Contractor's failure to meet a Project Recovery Plan, referring the issue directly to the Performance Review Committee for consideration of further action against the Contractor in accordance with 43 TAC §9.24.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

Special Provision to Item 5

Control of the Work



Item 5, "Control of the Work" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.4, "Coordination of Plans, Specifications, and Special Provisions," the last sentence of the last paragraph is replaced by the following:

Failure to promptly notify the Engineer will constitute a waiver of all contract claims against the Department for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

Special Provision to Item 6

Control of Materials

For this project, Item 6, "Control of Materials," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 1., "Source Control," is supplemented by the following:

The use of convict-produced materials is prohibited per 23 CFR 635.417.

There shall be no local preference for the purchasing of materials.

Article 4., "Sampling, Testing, and Inspection," is supplemented by the following:

Quality Control testing of all materials, construction items, or products incorporated in the work shall be performed by the Contractor according to the contract specifications at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Mobility Authority's Construction Representative/Observer in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in the Quality Assurance Plan (QAP). The cost of such tests will be incurred by the Mobility Authority and coordinated by the Mobility Authority's Construction Representative/Observer through funds made available to the Construction Representative/Observer under his/her agreement with the Mobility Authority for the professional services related to construction engineering and inspection on the Project.

Special Provision to Item 6

Control of Materials



Item 6, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 6.10., "Hazardous Materials," is voided and replaced by the following:

Comply with the requirements of Article 7.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Department may contain hazardous materials. Except as noted herein, the Department is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Department will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. Painted Steel Requirements. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following:

10.1.1. Removing Paint From Steel For contracts that are specifically for painting steel, Item 446, "Field Cleaning and Painting Steel" will be included as a pay item. Perform work in accordance with that item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Department will provide for a separate contractor (third party) to remove paint containing hazardous materials prior to or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446, "Field Cleaning and Painting Steel."

10.1.2. Removal and Disposal of Painted Steel. For steel able to be dismantled by unbolting, paint removal will not be performed by the Department. The Department will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Utilize Department cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Department will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in accordance with federal, state and local regulations.

10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) are known to be present. Where ACM is known to exist or where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor prior to or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Department sufficient time for abatement.

The Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

The Department is required to notify the DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure or load bearing member shown on the plans. If the actual demolition or renovation date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. Lead Abatement. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Department for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly but will be subsidiary to pertinent Items.

Special Provision to Item 7

Legal Relations and Responsibilities

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

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 007

Legal Relations and Responsibilities



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

Section 2.6., "Barricades, Signs, and Traffic Handling," the first paragraph is voided and replaced by the following:

- 2.6. **Barricades, Signs, and Traffic Handling.** Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices that conform to the details shown on the plans, the TMUTCD, and the Department's Compliant Work Zone Traffic Control Device List maintained by the Traffic Safety Division. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

Section 2.6.1., "Contractor Responsible Person and Alternative," is voided and replaced by the following:

- 2.6.1. **Contractor Responsible Person and Alternative.** Designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 2.6.5., "Training."

Section 2.6.2, "Flaggers," the first paragraph is voided and replaced by the following:

- 2.6.2. **Flaggers.** Designate in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Section 2.6.5, "Training," is voided and replaced by the following:

- 2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" Material Producer List.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a frequency instead of the period prescribed based on the Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. Ensure the following is included in the certification of completion:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a Department-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Ensure the log is legible and includes the following:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

2.6.5.1. **Contractor-developed Training.** Develop and deliver Contractor-developed training meeting the minimum requirements established by the Department. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training instead of the Department-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

2.6.5.1.1. **Flagger Training Minimum Requirements.** A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Optional Contractor-developed Training for Other Work Zone Personnel.** For other work zone personnel, the Contractor may provide training meeting the curriculum shown below instead of Department-approved training.

Minimum curriculum for Contractor-provided training is as follows:

Contractor-developed training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- The Life You Save May Be Your Own (or other similar company safety motto).
- Purpose of the training.
 - It's the Law.
 - To make work zones safer for workers and motorist.
 - To understand what is needed for traffic control.
 - To save lives including your own.
- Personal and Co-Worker Safety.
 - **High Visibility Safety Apparel.** Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
 - **Blind Areas.** A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintain eye contact with equipment operators; and use of hand signals.
 - **Runovers and Backovers.** Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic and if you must then use a spotter; and stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect four plus feet when struck by a vehicle.
 - Look out for each other, warn co-workers.
 - Be courteous to motorists.
 - Do not run across active roadways.
 - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
 - Workers must be made aware of company distracted driving policies.
- **Night Time Operations.** Focus should be placed on projects with a nighttime element.

- **Traffic Control Training.** Basics of Traffic Control.
 - Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
 - Emphasize that work zone traffic control devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
 - **Channelizing Devices and Barricades with Slanted Stripes.** Stripes are to slant in the direction you want traffic to stay or move to; demonstrate this with a device.
 - **Traffic Queuing.** Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
 - **Signs.** Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.

Special Provision to Item 8

Prosecution and Progress

Item 8, "Prosecution and Progress," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.5., "Project Schedules" is supplemented by the following

The progress schedule required for this project is the critical path method schedule (CPM schedule) as described herein. The Contractor shall prepare and submit for review and acceptance a cost loaded schedule of proposed working progress for the entire contract duration. The Engineer will provide a template with milestones from other contracts and non-construction activities for the Contractor to use in the development of their schedule. The Engineer shall also provide a Work Breakdown Structure (WBS) as well as the required report layouts for the Contractor to use to develop the progress schedule for this Contract.

Immediately after receipt of notice of award, the Division Engineer and the Contractor will establish a mutually agreeable date on which the preconstruction meeting will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the preconstruction conference.

After work on the project has begun, construction conferences will be held periodically. The construction conferences are to be scheduled at times that are mutually agreeable to both the project superintendent and the Resident Engineer. It shall be the superintendent's responsibility to attend the conferences.

Section 8.5.2 "Progress Schedule" is supplemented by the following:

The Contractor shall provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date and any interdependent milestones identified by the Engineer or required by Contract. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity.

Section 8.5.3 "Schedule Format" is supplemented by the following:

The Contractor shall use a compatible version of Oracle Primavera P6 or comparable scheduling software to generate the CPM schedule. It is the Contractor's responsibility to verify with the Engineer the software and version being used for this project and shall maintain the required version for the entire contract duration. The use of Microsoft Project and Primavera Project Planner (P3) and other scheduling software is prohibited.

The progress schedule shall contain the following Administrative Identifier Information:

- (1) Project Name
- (2) Contract Number
- (3) Date of Contract
- (4) Construction Completion Date
- (5) Contractor's Name
- (6) Contractor's Contact Information

The CPM schedule must reflect the scope of work and include the following:

- (1) Clear identification of tasks to be completed based on Section or Special Provisions included in the Project Manual and as listed in Pay Items, including subcontractor work activities.
- (2) Include calculations of resources required (Cost, Labor, Equipment) for constructing all facilities within the Contract duration. Specific calculations shall be provided to show quantities, manpower / crews, and equipment to support the critical path. The Contractor shall be capable of calculating the maximum crew size anticipated if any activities become critical, so the Contractor is prepared when a critical path changes or a new path occurs.
- (3) Float for each Activity.
- (4) Activities for submittals (shop drawings).
- (5) Punchlist activities with sufficient duration for the Engineer's inspection and acceptance before the final completion date
- (6) Activities for submittal review time by the Engineer, including time range showing start and end dates.
- (7) Working and shop drawing preparation, submittal, and review for acceptance.
- (8) Material and equipment procurement, fabrication and delivery; identify any long lead items as separate activities.
- (9) Owner furnished and/or installed materials and equipment shall be identified as separate activities.
- (10) NTP / Start of construction
- (11) Required phasing
- (12) Maintenance of traffic requirements as required by the contract (if any)
- (13) Intermediate completion dates (if any)
- (14) Identified interdependent milestones (if any)
- (15) Seasonal limitation/observation periods/moratoriums
- (16) Beginning and end of each traffic control work area and road openings
- (17) Other similar activities and project milestones established in the Contract Documents.
- (18) Substantial Completion Date
- (19) Final Acceptance Date
- (20) All required Reports layouts as requested by the Engineer

Section 8.5.4 "Activity Format" is supplemented by the following:

Activity requirements are discussed in further detail as follows:

- (1) Activity Identification (ID) - Assign each activity a unique identification number. The format for the identification number will be provided by the Engineer. All activities must begin with the same activity ID prefix as provided by the Engineer.
- (2) Activity Description - Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."
- (3) Activity Codes – The Engineer will provide the activity code dictionary in the template. The Contractor will assign the appropriate codes to each activity.
- (4) Activity Original Duration - Assign a planned duration in working days for each activity. Do not exceed a duration of 10 working days for any activity unless accepted by the Engineer. Each activity shall have a minimum duration of 1 working day. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- (5) Finish-to-Start Relationships - Unless allowed in writing by the Engineer, use only finish-to-start relationships with no leads or lags to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
- (6) Calendars – The Engineer will provide pre-defined calendars as part of the template. The Contractor shall assign these pre-defined calendars to the appropriate activities. The Contractor may create new projectspecific

- calendars to represent their standard work schedule using the pre-defined calendars as a basis. The Contractor may not edit pre-defined calendars.
- (7) Constraints – Unless allowed in writing by the Engineer, do not use constraints in the schedule.
 - (8) Resources – Manpower and equipment shall be reflected for all activities. Incidental costs to construction shall be equally spread out across all activities. Front loaded schedules are not allowed.
 - (9) The schedule shall show the total cost of performing each activity and shall include the total labor, material, equipment and general conditions.
 - (10) The sum of cost for all activities shall equal the total Contract.
 - (11) The summed value of that portion of the activities allocated to each Contract bid item shall equal the total value of the corresponding Contract bid item.
 - (12) The Contractor shall allocate a value for unit price or lump sum contract bid items to each activity in the schedule. No Lump sum amounts should exceed \$100,000.

Section 8.5.5.2 “Critical Path Method” The first paragraph is voided and replaced by the following:

The Contractor shall submit the baseline CPM schedule in a bar chart format showing the critical path in red, using both hard copy and in electronic formats. Electronic formats shall be compatible with the Engineer’s computer systems. Also, submit the following information:

- (1) Written narrative – Explains the sequence of work, the controlling operations, intermediate completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies, railroads and other third party entities will be performed. The narrative shall itemize and describe the critical path (i.e. access limitations, constraints, shift work), and compare early and late date or Contract Milestone activities, and describe any critical resources.
- (2) CPM Schedule in a Bar Chart Format – Include the Administrative Identifier Information discussed above on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Changes to Duration, Total Float, Early Start Date, Early Finish Date, and Calendar Name. Use arrows to show the relationships among activities.
- (3) Identify the critical path of the project on the bar chart. The critical path is defined as; 1) the sequence of activities that must be completed “on time” to ensure that the project finished on time. 2) the longest path of activities in the project that determines the project finish date.
- (4) No more than 10% of activities may be critical or near critical. Critical Activities will have a total float equal to zero. “Near critical” is defined as float in the range of 1 to 10 working days.
- (5) Six Week Look Ahead CPM Schedule in a Bar Chart Format – This schedule will have all the same requirements of the CPM schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six-week period of the data date.
- (6) Logic Diagram – Submit a diagram in PERT chart format showing the logic of the CPM schedule.
- (7) Activity ID Sort – Submit a listing of all activities included in the CPM schedule sorted by ascending Activity Identification Number.
- (8) Total Float Sort – Submit a listing of all activities included in the CPM schedule sorted by increasing total float and by early start date.
- (9) All float belongs to the Project and is a shared commodity between the Contractor and the Mobility Authority and is not for the exclusive use or benefit of either party. The Contractor shall notify the Engineer in writing for acceptance before using any float.
- (10) Detailed Predecessor/Successor Sort – Submit a listing of all activities included in the CPM schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.
- (11) Scheduling Statistics Report – Submit a report of CPM schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.

- (12) A resource curves / Metric tracking reports (EVM) corresponding to the milestones and work activities established above.

Section 8.5.5.2.2 “Baseline Schedule” The second paragraph is voided and replaced by the following:

The Contractor shall submit a progress schedule for the entire duration of the Contract to the Engineer 30 calendar days following the contract award date. After review of the schedule the Engineer shall schedule a Baseline CPM Schedule meeting with the Contractor to review the schedule and identify any changes or corrections. Within 7 calendar days of the CPM Schedule meeting, the Contractor shall make any necessary adjustments to address all review comments and resubmit network diagrams and reports for the Engineer’s review. The complete baseline schedule shall be submitted and accepted no later than (45) forty-five days after contract award date. The complete progress schedule shall be accepted by the Engineer before any payments will be processed for the project.

Section 8.5.5.2.3 “Progress Schedule” is supplemented by the following

The Engineer may withhold pay estimates if the updated CPM schedule is not submitted as required by this section. For each updated CPM schedule, identify the actual start and finish dates for all completed activities, the actual start date and remaining duration for all activities in progress, the difference in duration of all activities since the last update and any exceptional reports associated with the update. Only accepted changes will be incorporated into the monthly progress schedule update. The schedule should represent the actual work performed and should be progressed with actuals for all the schedule activities. The final schedule will be utilized as the project actual “As Built” schedule.

Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path. Identify any changes in logic for the updated CPM schedule and submit reasons for changes to the schedule logic. In addition to the written narrative, submit the following with each updated CPM schedule:

- (1) CPM Schedule in Bar Chart Format
- (2) Four Week Look Ahead CPM Schedule in Bar Chart Format
- (3) Logic Diagram
- (4) Activity ID Sort
- (5) Total Float Sort
- (6) Detailed Predecessor/Successor Sort
- (7) Schedule Metrics and Earned Value (Schedule, Cost, Labor) Reports

The Contractor must submit a statement that there were no changes in the schedule logic, activity durations, or calendars since the previous update in lieu of submission of items (3), (5), and (6). Acceptance of schedule updates by the Engineer does not revise the Contract Documents.

A monthly schedule update meeting shall be held each month following Notice to Proceed to review monthly schedule update submittals, critical path items and recovery schedules. The Contractor shall be represented in the meeting by the Contractor’s scheduler, project manager and general superintendent. As necessary the Contractor may be also asked to attend a coordination meeting to discuss the schedule impacts to other contractors.

If the Project completion date changes or if the project schedule overrun is anticipated to exceed 5%, the Contractor shall submit a revised progress schedule to the Engineer for review and acceptance. If plan revisions are anticipated to change the sequence of construction in such a manner as will affect the progress, but not the completion date, then the Contractor may submit a revised progress schedule for review and acceptance. The Project completion date shall remain unchanged.

Section 8.5.5.3 “Notice of Potential Time Impact” is supplemented by the following

“Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule.”

Section 8.5.5 "Schedule Types" is supplemented by the following:

Section 8.5.5.5 Recovery Schedule

If the progress schedule projects a finish date for the Project beyond the original Completion Date, the Contractor shall submit a revised schedule showing a plan to finish by the original Completion Date. The Mobility Authority will withhold Pay Estimates until the Engineer accepts the revised schedule. No additional compensation for developing and executing a recovery schedule(s) shall be reimbursed to the Contractor. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

- (1) In the event Work or related construction activities shown on the Contractor's Progress Schedule fall behind schedule to the extent that dates established as contractual Completion Dates are in jeopardy, the Contractor shall prepare and submit to the Engineer, at no additional cost or time to the Mobility Authority, a Recovery Schedule showing intent to remedy delays and to regain originally scheduled time of completion of Work within a timely manner. This includes delays due to unforeseen conditions.
- (2) Recovery Schedule shall be submitted in such form and detail appropriate to the delay or delays, explaining and displaying how the Contractor intends to reschedule those activities and reestablish compliance with the accepted baseline Construction Progress Schedule during the immediate subsequent pay period or as permitted by Engineer. This shall include a schedule diagram comparing the original and the revised sequence of activities, identifying all affected activities.
- (3) Upon determining the requirement for a Recovery Schedule:
 - a. Within five (5) calendar days, the Contractor shall present to Engineer a proposed Recovery Schedule. The Recovery Schedule shall represent the Contractor's best judgment as to how to best reorganize the Work and achieve progress to comply with the accepted Construction Progress Schedule.
 - b. Changes to Contractor's means and methods, such as increased labor force, working hours, overtime, additional equipment and other means shall not constitute the basis for changes to the Contract Sum or Contract Time.
 - c. Recovery Schedule shall show remedies to bring Work back on schedule up-to-date within the immediate subsequent pay period.
 - d. The Recovery Schedule shall be prepared to a similar level of detail as the Construction Progress Schedule.
 - e. Five (5) calendar days prior to the expiration of the Recovery Schedule, Contractor shall document to the Engineer that the Work schedule has regained, or is on-track to regain, compliance with the Construction Progress Schedule.
- (4) Failure to submit Recovery Schedule in a timely manner may result in Termination of the Contract for Cause as determined by the Engineer.
- (5) Failure to achieve compliance with the accepted Construction Progress Schedule despite implementing Recovery Schedule may result in Termination of the Contract for Cause as determined by the Engineer.
- (6) Termination of Contract For Cause: In the event Contractor defaults on the terms of the Contract, including failure to maintain the Construction Progress Schedule, Engineer will assess the level of completion of the Work achieved by the Contractor and compare amount of available funds against anticipated costs required for the Mobility Authority to complete the Work, including anticipated Liquidated Damages resulting from delay, if any. Engineer will determine amount of payment due to Contractor for Work completed prior to date of Termination of Contract for Cause, if any. In the event available funds are not sufficient for the Mobility Authority to complete the Work, the Mobility Authority will withhold such funds from the amount due the Contractor.
- (7) If, in the opinion of the Engineer, the Contractor has sufficiently regained compliance with the Construction Progress Schedule, the use of the Construction Progress Schedule will be resumed. Contractor shall update and submit the Construction Progress Schedule clearly identifying Work to date and how the Contractor intends to achieve timely completion for the remainder of the Work in accordance with the Construction Documents.

Special Provision to Item 8 Prosecution and Progress



Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.1., "Prosecution of Work." The first sentence of the first paragraph is voided and replaced by the following:

Begin work 60 calendar days after the authorization date to begin work. Do not begin work before or after this period unless authorized in writing by the Engineer.

Special Provision to Item 8 Prosecution and Progress



Item 8, "Prosecution and Progress" of the Standard Specification is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.2., "Subcontracting," is supplemented by the following paragraph, which is added as paragraph six to this article:

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is not registered in the Department of Homeland Security's (DHS) E-Verify system. Require that all subcontractors working on the project register and require that all subcontractors remain active in the DHS E-Verify system until their work is complete on the project.

Special Provision to Item 8 Prosecution and Progress



Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.7.2., "Wrongful Default," is revised and replaced by the following:

If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8.8 "Termination of Contract."

Special Provision to Item 9

Measurement and Payment

Item 9, "Measurement and Payment," of the Standard Specifications, is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 9.5., "Progress Payments," Delete this section of the Specifications in its entirety and substitute with the following:

Partial payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Partial payments will be made on the value of work performed based on approximate estimates prepared by the Engineer, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than Five-hundred Dollars (\$500.00).

The Engineer will review the partial payment estimate with the Contractor's representative prior to each partial payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate voucher or any sum or sums thereof from such vouchers in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

Article 9.8., "Retainage," is supplemented with the following:

The Mobility Authority shall not withhold funds from payments to be made to Contractor for the Work until such time as 95% of the Adjusted Contract Price has been paid to the Contractor. Following completion of and payment for 95% of the Adjusted Contract Price, the Mobility Authority shall withhold, the remaining 5% of the Adjusted Contract Price pursuant to the terms described below.

The remaining 5% for the Work, subject to reduction as specified below, shall be held by the Mobility Authority until Final Acceptance. At such time, and provided the Contractor is not in breach or default hereunder, the Mobility Authority shall release to Contractor all withheld in connection with the Work other than amounts applied to the payment of Losses or which the Mobility Authority deems advisable, in its sole discretion, to retain to cover any existing or threatened claims. The Contractor must further warrant, to the satisfaction of the Mobility Authority, that there are no outstanding claims or liens by any subcontractors or other parties with respect to the Work.

The prime contractor shall make full payment of amounts due to subcontractors within 10 calendar days following the satisfactory completion of the subcontractor's work. Satisfactory completion of the subcontractor's work shall be defined as approval, acceptance, and payment for the subcontractor's work by the Mobility Authority including the submittal and acceptance of all information, deliverables or other documents required by the contract.

Prior to the release of the remaining 5% by the Mobility Authority pursuant to the terms hereof, such amounts shall be held by the Mobility Authority. Upon the release of the remaining 5%, the Contractor shall not be entitled to any interest income that has accrued upon the amounts of the remaining 5% released to Contractor.

Article 9.9., "Payment Provisions for Subcontractors," is supplemented with the following:

The Mobility Authority may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Special Provision to Item 9

Measurement and Payment



Item 9, "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 9.7.1.4.3., "Standby Equipment Costs," is voided and replaced by the following:

7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that the 15% markup will not be allowed and that:

Section 7.1.4.3.1., "Contractor-Owned Equipment," is voided and replaced by the following:

7.1.4.3.1. **Contractor-Owned Equipment.** For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

$$\text{Standby rate} = (\text{FHWA hourly rate} - \text{operating costs}) \times 50\%$$

- If an hourly rate is needed, divide the monthly *Equipment Watch* rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

Special Provision to Item 502

Barricades, Signs and Traffic Handling



Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.1., "Description," is supplemented by the following:

Temporary work-zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH may continue to be used throughout their normal service lives. An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices are not approved, or are not self-certified after the December 31, 2019, date. In such case, devices that meet NCHRP-350 or MASH-2009 may be used regardless of the manufacture date.

Such TWZ traffic control devices include: portable sign supports, barricades, portable traffic barriers designated exclusively for use in temporary work zones, crash cushions designated exclusively for use in temporary work zones, longitudinal channelizers, truck and trailer mounted attenuators. Category I Devices (i.e., lightweight devices) such as cones, tubular markers and drums without lights or signs attached however, may be self-certified by the vendor or provider, with documentation provided to Department or as are shown on Department's Compliant Work Zone Traffic Control Device List.

Article 502.4., "Payment," is supplemented by the following:

Truck mounted attenuators and trailer attenuators will be paid for under Special Specification, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable Changeable Message Signs will be paid for under Special Specification, "Portable Changeable Message Sign." Portable Traffic Signals will be paid for under Special Specification, "Portable Traffic Signals."

Special Provision to Item 636

Signs



Item 636, "Signs" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 636.3.1, "Fabrication." is deleted.

Section 636.3.1.2, "Sheeting Application." The last sentence of the fourth paragraph is voided and replaced by the following.

Do not splice sheeting or overlay films for signs fabricated with ink or with colored transparent films.

Special Provision to Item 643

Sign Identification Decals



Item 643, "Sign Identification Decals," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2. "Materials." The sign identification decal design shown in Figure 1 and the description for each row in Table 1 are supplemented by the following.

Texas Department of Transportation													
C	Fabrication Date											T	1
J	F	M	A	M	J	J	A	S	O	N	D	2	
	201		202		203		204		205			3	
	0	1	2	3	4	5	6	7	8	9		4	
Sheeting MFR - Substrate													
A	B	C	D	E	F	G	H	J	K	L	M	5	
Film MFR													
A	B	C	D	E	F	G	H	J	K	L	M	6	
Sheeting MFR - Legend													
A	B	C	D	E	F	G	H	J	K	L	M	7	
Installation Date													
				0	1	2	3					8	
	0	1	2	3	4	5	6	7	8	9		9	
J	F	M	A	M	J	J	A	S	O	N	D	10	
	201		202		203		204		205			11	
	0	1	2	3	4	5	6	7	8	9		12	
Name of Sign Fabricator Physical Address City, State, Zip Code												13	

Figure 1
Decal Design (Row numbers explained in Table 1)

Table 1
Decal Description
Row Explanation

1 – Sign fabricator
2 – Month fabricated
3 – First 3 digits of year fabricated
4 – Last digit of year fabricated
5 – Manufacturer of the sheeting applied to the substrate
6 – Film (colored transparent or non-reflective black) manufacturer
7 – Manufacturer of the sheeting for the legend
8 – Tens digit of date installed
9 – Ones digit of date installed
10 – Month installed
11 – First 3 digits of year installed
12 – Last digit of year installed
13 – Name of sign fabricator and physical location of sign shop

Special Provision to Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4. "Measurement", is voided and replaced by the following:

- 4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measureable. A day will be measured for each TMA/TA set up and operational on the worksite.
- 4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

- 2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.
- 2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.
- Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.
- The following are descriptions for 3 screen types of PCMS:
- **Character Modular Matrix.** This screen type comprises of character blocks.
 - **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
 - **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.
- 2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.
- 2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.
- 2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

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

5. PAYMENT

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

Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #5

Accept the financial statements for
November 2022 and December 2022

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

Project Description/Background: Presentation and acceptance of the financial statements for November 2022 and December 2022.

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

Financing: N/A

Action requested/Staff Recommendation: Accept the financial statements for November 2022 and December 2022.

Backup provided: Draft Resolution
Draft financial statements for November 2022 and
December 2022

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

RESOLUTION NO. 23-0XX

**ACCEPT THE FINANCIAL STATEMENTS FOR NOVEMBER 2022
AND DECEMBER 2022**

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the financial statements for November 2022 and financial statements for December 2022, attached hereto as Exhibit A and Exhibit B, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Financial Statements for November 2022

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2022

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tag	119,610,800	59,025,473	49.35%	49,300,088
Video Tolls	46,743,300	26,231,465	56.12%	16,728,631
Fee Revenue	13,845,900	4,531,086	32.73%	5,725,753
Total Operating Revenue	180,200,000	89,788,024	49.83%	71,754,472
Other Revenue				
Interest Income	3,190,301	8,625,418	270.36%	491,165
Grant Revenue	1,359,833	267,971	19.71%	20,995
Misc Revenue	130,000	12,156	9.35%	112,516
Gain/Loss on Sale of Asset	-	-	-	6,568
Total Other Revenue	4,680,134	8,905,545	190.28%	631,244
TOTAL REVENUE	\$184,880,134	\$98,693,569	53.38%	72,385,716
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,621,321	1,363,042	29.49%	1,456,161
Salary Reserve	80,000	-	-	-
TCDRS	1,046,269	258,227	24.68%	337,514
FICA	232,304	56,313	24.24%	68,840
FICA MED	67,009	20,058	29.93%	22,230
Health Insurance Expense	580,271	163,860	28.24%	166,159
Life Insurance Expense	5,972	1,946	32.58%	2,435
Auto Allowance Expense	10,200	3,613	35.42%	3,825
Other Benefits	126,590	26,374	20.83%	48,968
Unemployment Taxes	4,608	32	0.70%	3,752
Total Salaries and Benefits	6,774,544	1,893,466	27.95%	2,109,883

Administrative

Administrative and Office Expenses

Accounting	9,500	3,302	34.75%	3,514
Auditing	190,000	138,655	72.98%	100,975
Financial Advisors	108,000	82,800	76.67%	10,800
Human Resources	30,000	36,812	122.71%	13,498
Legal	70,000	16,963	24.23%	-
IT Services	350,000	242,819	69.38%	58,363
Internet	150	-	-	-
Software Licenses	557,500	344,666	61.82%	202,411
Cell Phones	24,200	6,387	26.39%	8,259
Local Telephone Service	10,000	40,603	406.03%	37,114
Overnight Delivery Services	250	40	16.06%	51
Copy Machine	15,500	6,360	41.03%	5,088
Repair & Maintenance-General	8,000	-	-	2,273
Meeting Expense	12,750	5,048	39.60%	266
Toll Tag Expense	3,000	200	6.67%	540
Parking / Local Ride Share	2,800	444	15.84%	-
Mileage Reimbursement	3,950	635	16.08%	67
Insurance Expense	651,250	226,588	34.79%	240,012
Rent Expense	731,203	310,033	42.40%	238,326
Building Parking	3,500	798	22.80%	207
Legal Services	443,000	107,622	24.29%	175,094
Total Administrative and Office Expenses	3,224,553	1,570,775	48.71%	1,096,857

Office Supplies

Books & Publications	3,250	1,048	32.24%	1,490
Office Supplies	7,750	1,376	17.75%	780
Misc Office Equipment	4,500	8,470	188.21%	732
Computer Supplies	221,950	186,696	84.12%	19,983
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	3,100	849	27.39%	-
Postage Expense	550	122	22.20%	112
Total Office Supplies	246,100	198,560	80.68%	23,097

Communications and Public Relations

Graphic Design Services	75,000	-	-	-
Website Maintenance	111,500	28,136	25.23%	25,390
Research Services	140,000	-	-	10,109
Communications and Marketing	400,000	-	-	12,827
Advertising Expense	500,000	84,314	16.86%	104,991
Direct Mail	65,000	-	-	-
Video Production	82,500	29,097	35.27%	8,820
Photography	25,000	9,135	36.54%	199
Radio	50,000	-	-	-
Other Public Relations	2,500	-	-	-
Promotional Items	520,000	12,682	2.44%	-
Annual Report printing	1,500	-	-	780
Direct Mail Printing	26,000	-	-	-
Other Communication Expenses	15,000	18,333	122.22%	11,600
Total Communications and Public Relations	2,014,000	181,697	9.02%	174,715

Employee Development

Subscriptions	50,700	834	1.64%	123
Agency Memberships	78,550	1,360	1.73%	310
Continuing Education	4,800	-	-	185
Professional Development	19,150	375	1.96%	-
Other Licenses	1,900	497	26.15%	514
Seminars and Conferences	118,500	38,098	32.15%	1,735
Travel	93,500	1,197	1.28%	7,796
Total Employee Development	367,100	42,360	11.54%	10,662

Financing and Banking Fees

Trustee Fees	60,000	36,000	60.00%	30,275
Bank Fee Expense	3,240	407	12.55%	1,514
Continuing Disclosure	7,000	-	-	-
Arbitrage Rebate Calculation	15,000	16,300	108.67%	12,905
Rating Agency Expense	50,000	31,000	62.00%	12,000
Total Financing and Banking Fees	135,240	83,707	61.89%	56,694

Total Administrative	5,986,993	2,077,097	34.69%	1,362,025
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Operations and Maintenance

Operations and Maintenance Consulting

GEC-Trust Indenture Support	763,997	364,794	47.75%	297,368
GEC-Financial Planning Support	275,000	106,334	38.67%	70,644
GEC-Toll Ops Support	2,550,000	272,253	10.68%	342,357
GEC-Roadway Ops Support	1,411,139	465,651	33.00%	256,006
GEC-Technology Support	654,369	187,157	28.60%	281,757
GEC-Public Information Support	200,000	67,618	33.81%	89,483
GEC-General Support	1,360,000	291,628	21.44%	396,773
General System Consultant	1,159,640	402,922	34.75%	483,812
Traffic Modeling	150,000	-	-	99,977
Traffic and Revenue Consultant	500,000	411,863	82.37%	209,958
Total Operations and Maintenance Consulting	9,024,145	2,570,221	28.48%	2,528,134

Roadway Operations and Maintenance

Roadway Maintenance	1,868,052	1,920,568	102.81%	305,233
Landscape Maintenance	2,949,320	2,127,147	72.12%	599,145
Maintenance Supplies-Roadway	300,000	-	-	26,210
Tools & Equipment Expense	25,000	444	1.78%	26
Gasoline	30,000	7,895	26.32%	6,265
Repair & Maintenance - Vehicles	10,000	1,042	10.42%	(3,329)
Natural Gas	2,500	2,310	92.40%	2,087
Electricity - Roadways	250,000	111,445	44.58%	72,908
Total Roadway Operations and Maintenance	5,434,872	4,170,851	76.74%	1,008,544

Toll Processing and Collection Expense

Image Processing	4,208,340	1,378,618	32.76%	1,590,002
Tag Collection Fees	8,453,846	4,113,318	48.66%	3,587,934
Court Enforcement Costs	10,000	-	-	-
DMV Lookup Fees	200	-	-	-
Total Processing and Collection Expense	12,672,387	5,491,936	43.34%	5,177,936

Toll Operations Expense

Generator Fuel	3,000	-	-	-
Fire and Burglar Alarm	500	206	41.12%	123
Refuse	2,180	803	36.84%	679
Telecommunications	-	1,120	-	-
Water - Irrigation	7,500	4,018	53.57%	2,926
Electricity	500	322	64.34%	310
ETC spare parts expense	200,000	-	-	(33,850)
Repair & Maintenance Toll Equip	50,000	65,966	131.93%	5,197
Law Enforcement	500,000	172,368	34.47%	134,227
ETC Maintenance Contract	6,000,000	1,142,698	19.04%	43,900
Transaction Processing Maintenance Contract	1,500,000	-	-	-
ETC Toll Management Center System Operation	875,000	211,140	24.13%	93,750
ETC Development	559,000	11,738	2.10%	143,224
ETC Testing	275,000	-	-	-
Total Toll Operations Expense	9,972,680	1,610,378	16.15%	390,486

Total Operations and Maintenance **37,104,083** **13,843,387** **37.31%** **9,105,101**

Other Expenses**Special Projects and Contingencies**

HERO	149,000	61,595	41.34%	61,595
Special Projects	100,000	-	-	-
71 Express Net Revenue Payment	5,000,000	1,324,641	26.49%	1,101,925
Customer Relations	3,000	-	-	-
Technology Initiatives	75,000	43,834	58.45%	41,395
Other Contractual Svcs	370,000	122,340	33.06%	86,000
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,997,000	1,552,411	25.89%	1,290,915

Non Cash Expenses

Amortization Expense	2,020,950	533,455	26.40%	582,964
Amort Expense - Refund Savings	9,073,105	2,217,129	24.44%	2,661,566
Dep Exp - Furniture & Fixtures	2,178	1,089	50.00%	1,089
Dep Expense - Equipment	-	-	-	1,042
Dep Expense - Autos & Trucks	46,496	22,229	47.81%	9,559
Dep Expense - Buildng & Toll Fac	176,748	73,645	41.67%	73,645
Dep Expense - Highways & Bridges	53,479,102	21,092,310	39.44%	21,092,310
Dep Expense - Toll Equipment	4,736,604	1,587,645	33.52%	1,697,680
Dep Expense - Signs	1,052,717	423,571	40.24%	423,571
Dep Expense - Land Improvements	884,934	368,723	41.67%	368,723
Depreciation Expense - Computers	64,319	63,189	98.24%	78,784
Total Non Cash Expenses	71,537,153	26,382,985	36.88%	26,990,932

Total Other Expenses **77,534,153** **27,935,396** **36.03%** **28,281,846**

Non Operating Expenses

Bond Issuance Expense	1,250,000	220,123	17.61%	4,705,217
Loan Fee Expense	14,500	48,000	331.03%	14,500
Interest Expense	83,664,454	32,508,127	38.86%	33,437,974
CAMPO RIF Payment	-	-	-	5,000,000
Community Initiatives	150,000	-	-	17,550

Total Non Operating Expenses	\$85,078,954	\$32,776,250	38.52%	\$43,175,241
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TOTAL EXPENSES	212,478,727	78,525,596	36.96%	84,034,097
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Net Income	\$ (27,598,593)	\$ 20,167,974		\$ (11,648,381)
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Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2022

	as of 11/30/2022	as of 11/30/2021
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 1,774,668	\$ 738,503
Cash in TexStar	43,160	1,040,235
Regions Payroll Account	266,635	251,755
Restricted Cash		
Goldman Sachs FSGF 465	1,122,689,751	667,376,749
Restricted Cash - TexSTAR	12,972,854	11,425,159
Overpayments account	291,066	626,590
Total Cash and Cash Equivalents	<u>1,138,038,134</u>	<u>681,458,993</u>
Accounts Receivable		
Accounts Receivable	2,770,089	2,770,089
Due From Other Agencies	68,013	74,577
Due From TTA	538,429	5,258,977
Due From NTTA	1,145,355	1,247,932
Due From HCTRA	2,048,068	3,534,183
Due From TxDOT	164,602	0
Interest Receivable	693,342	2,133,060
Total Receivables	<u>7,427,898</u>	<u>15,018,818</u>
Short Term Investments		
Treasuries	(0)	328,438,470
Agencies	(0)	169,148,271
Total Short Term Investments	<u>(0)</u>	<u>497,586,741</u>
Total Current Assets	<u>1,145,466,032</u>	<u>1,194,064,552</u>
Total Construction in Progress	322,655,027	237,551,632
Fixed Assets (Net of Depreciation and Amortization)		
Computers	35,318	208,804
Computer Software	1,265,172	2,218,640
Furniture and Fixtures	1,089	3,703
Equipment	9,624	11,082
Autos and Trucks	71,653	114,104
Buildings and Toll Facilities	4,343,374	4,520,121
Highways and Bridges	1,696,088,289	1,744,968,176
Toll Equipment	18,575,603	20,778,363
Signs	12,787,585	13,321,781
Land Improvements	5,830,546	6,715,480
Right of way	88,149,606	88,149,606
Leasehold Improvements	25,485	71,628
Total Fixed Assets	<u>1,827,183,344</u>	<u>1,881,081,489</u>
Other Assets		
Intangible Assets-Net	173,075,055	184,790,617
2005 Bond Insurance Costs	3,213,801	3,558,471
Prepaid Insurance	490,309	424,512
Deferred Outflows (pension related)	675,913	641,074
Pension Asset	2,549,818	591,247
Total Other Assets	<u>180,004,897</u>	<u>190,005,920</u>
Total Assets	<u><u>\$ 3,475,309,300</u></u>	<u><u>\$ 3,502,703,592</u></u>

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2022

	as of 11/30/2022	as of 11/30/2021	
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 45,203,537	\$ 45,529,532	
Construction Payable	5,214,919	8,489,905	
Overpayments	294,629	629,946	
Interest Payable	34,081,707	38,214,294	
TCDRS Payable	68,018	59,472	
Medical Reimbursement Payable	(6,446)	-	
Due to other Agencies	9,414	16,306	
Due to TTA	689,644	-	
Due to NTTA	-	91,166	
Due to HCTRA	149,018	155,151	
Due to Other Entities	318,684	1,190,502	
71E TxDOT Obligation - ST	3,142,749	2,625,615	
Total Current Liabilities		89,165,872	97,001,889
Long Term Liabilities			
Compensated Absences	240,954	285,301	
Deferred Inflows (pension related)	1,481,361	109,052	
Long Term Payables		1,722,315	394,353
Bonds Payable			
Senior Lien Revenue Bonds:			
Senior Lien Revenue Bonds 2010	90,375,783	83,880,662	
Senior Lien Revenue Bonds 2011	19,334,700	19,052,119	
Senior Refunding Bonds 2013	3,475,000	7,080,000	
Senior Lien Revenue Bonds 2015	10,000,000	10,000,000	
Senior Lien Refunding Revenue Bonds 2016	70,790,000	81,395,000	
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000	
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000	
Senior Lien Refunding Bonds 2020B	55,600,000	56,205,000	
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000	
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000	
Senior Lien Revenue Bonds 2021B	255,075,000	255,075,000	
Senior Lien Refunding Bonds 2021D	274,625,000	274,625,000	
Senior Lien Refunding Bonds 2021E	335,610,000	340,765,000	
Sn Lien Rev Bnd Prem/Disc 2013	149,093	1,938,210	
Senior Lien Premium 2016 Revenue Bonds	7,237,607	8,291,182	
Sn Lien Revenue Bond Premium 2018	3,038,719	3,305,292	
Senior Lien Revenue Bond Premium 2020A	11,276,903	11,423,045	
Senior Lien Refunding Bond Premium 2020B	11,548,708	12,083,783	
Senior Lien Revenue Bonds Premium 2020E	25,141,178	26,856,564	
Senior Lien Revenue Bonds Premium 2021B	53,339,372	53,676,258	
Senior Lien Refunding Bonds Premium 2021D	44,687,775	44,960,315	
Total Senior Lien Revenue Bonds		1,671,509,836	1,690,817,431

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2022

	as of 11/30/2022	as of 11/30/2021
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	2,725,000	5,320,000
Sub Lien Refunding Bonds 2016	72,605,000	73,055,000
Sub Lien Refunding Bonds 2020D	98,580,000	99,705,000
Subordinated Lien BANS 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANS 2021C	244,185,000	244,185,000
Sub Refunding 2013 Prem/Disc	31,812	413,560
Sub Refunding 2016 Prem/Disc	5,451,207	6,269,554
Subordinated Lien BANS 2020F Premium	8,339,301	12,342,166
Subordinated Lien Refunding Bonds Premium 2020G	6,999,898	7,403,870
Sub Lien BANS 2021C Premium	31,081,016	38,692,693
Total Sub Lien Revenue Bonds	642,443,234	659,831,844
Other Obligations		
TIFIA Note 2021	354,537,348	346,930,199
71E TxDOT Obligation - LT	55,077,264	57,263,411
Regions 2017 MoPAC Note	-	24,990,900
Regions 2022 MoPac Loan	24,690,900	-
Total Other Obligations	434,305,512	429,184,510
Total Long Term Liabilities	2,749,980,898	2,780,228,138
Total Liabilities	2,839,146,770	2,877,230,027
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	494,532,189	515,659,579
Current Year Operations	20,168,237	(11,648,118)
Total Net Assets	636,162,530	625,473,565
Total Liabilities and Net Assets	\$ 3,475,309,300	\$ 3,502,703,592

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of November 2022

Cash flows from operating activities:

Receipts from toll revenues	\$ 95,438,132
Payments to vendors	(18,534,799)
Payments to employees	(1,980,107)
Net cash flows provided by (used in) operating activities	74,923,226

Cash flows from capital and related financing activities:

Issuance Expense	(220,123)
Payments on bonds / loans	(300,000)
Interest payments	(39,904,215)
RIF Contribution	(5,000,000)
Acquisition of capital assets - non project	(1,621,841)
Acquisitions of construction in progress	(34,910,541)
Net cash flows provided by (used in) capital and related financing activities	(81,956,720)

Cash flows from investing activities:

Interest Receivable	2,018
Interest income	8,626,028
Purchase of investments	(34,662,062)
Proceeds from sale or maturity of investments	142,044,443
Net cash flows provided by (used in) investing activities	116,010,427
Net increase (decrease) in cash and cash equivalents	108,976,933
Cash and cash equivalents at beginning of period	1,029,061,201
Cash and cash equivalents at end of period	\$ 1,138,038,134

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

Operating income	\$ 44,144,610
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	26,382,985
Changes in assets and liabilities:	
(Increase) decrease in accounts receivable	4,848,975
(Increase) decrease in prepaid expenses and other assets	(362,245)
(Decrease) increase in accounts payable	(848,860)
Increase (decrease) in accrued expenses	757,762
Total adjustments	30,778,616
Net cash flows provided by (used in) operating activities	\$ 74,923,226

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$ 191,084,880
Restricted cash and cash equivalents	946,953,254
Total	\$ 1,138,038,134

INVESTMENTS by FUND

		Balance November 30, 2022		
Renewal & Replacement Fund				
TexSTAR	1,815.50			13,016,013.78
Goldman Sachs	7,056.87			1,117,367,502.58
Agencies/ Treasuries			8,872.37	-
Grant Fund				\$ 1,130,383,516.36
TexSTAR	460,014.58			
Goldman Sachs	9,705,867.71			
Agencies/ Treasuries			10,165,882.29	
Senior Debt Service Reserve Fund				
TexSTAR	998,375.03			
Goldman Sachs	107,904,832.70			
Agencies/ Treasuries			108,903,207.73	
2010 Senior Lien Debt Service Account				
Goldman Sachs	61,223.35		61,223.35	
2011 Sr Debt Service Account				
Goldman Sachs	3,439,475.32		3,439,475.32	
2013 Sr Debt Service Account				
Goldman Sachs	3,277,208.45		3,277,208.45	
2013 Sub Debt Service Account				
Goldman Sachs	2,569,994.45		2,569,994.45	
2013 Sub Debt Service Reserve Fund				
Goldman Sachs	124.44		790,151.07	
TexSTAR	790,026.63			
2015 Sr Debt Service Account				
Goldman Sachs	4,523,495.88		4,523,495.88	
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	12,394,416.75		12,394,416.75	
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	2,455,339.16		2,455,339.16	
2016 Sub Lien Rev Refunding DSR				
Goldman Sachs	7,062,860.52		7,062,860.52	
Agencies/ Treasuries			-	
Operating Fund				
TexSTAR	43,160.04			
TexSTAR-Trustee	7,570,091.39			
Goldman Sachs	8,008,704.54		15,621,955.97	
Revenue Fund				
Goldman Sachs	13,493,460.22		13,493,460.22	
General Fund				
TexSTAR	1,152,064.71			
Goldman Sachs	135,189,205.70			
Agencies/ Treasuries			136,341,270.41	
71E Revenue Fund				
Goldman Sachs	26,089,128.81		26,089,128.81	
MoPac Revenue Fund				
Goldman Sachs	-		0.00	
MoPac General Fund				
Goldman Sachs	9,605,997.88		9,605,997.88	
MoPac Operating Fund				
Goldman Sachs	444,672.12		444,672.12	
MoPac Loan Repayment Fund				
Goldman Sachs	723,601.38		723,601.38	
2015B Project Account				
Goldman Sachs	42,376,854.53			
TexSTAR	354,091.32		42,730,945.85	
2015 TIFIA Project Account				
Goldman Sachs	37,917,152.50			
TexSTAR	703,458.28			
Agencies/ Treasuries			38,620,610.78	
2011 Sr Financial Assistance Fund				
Goldman Sachs	982,453.79		982,469.81	
TexSTAR	16.02			
2018 Sr Lien Debt Service Account				
Goldman Sachs	759,738.74		759,738.74	
2018 Sr Lien Project Cap I				
Goldman Sachs	201,667.37		201,667.37	
2018 Sr Lien Project Account				
Goldman Sachs	11,196,196.76			
TexSTAR	942,900.28		12,139,097.04	
2020A Senior Lien Debt Service Account				
Goldman Sachs	1,164,626.17		1,164,626.17	
2020B Senior Lien Debt Service Account				
Goldman Sachs	1,706,893.21		1,706,893.21	
2020C Senior Lien Debt Service Account				
Goldman Sachs	1,580,751.03		1,580,751.03	
2020D Sub Lien Debt Service Account				
Goldman Sachs	2,292,798.65		2,292,798.65	
2020D Sub Debt Service Reserve Fund				
Goldman Sachs	8,198,448.22		8,198,448.22	
2020E Senior Lien Project Account				
Goldman Sachs	152,957,681.13		152,957,681.13	
2020E Senior Lien Project Cap Interest				
Goldman Sachs	21,913,521.55		21,913,521.55	
2020F Sub Lien Project Account				
Goldman Sachs	17,002,583.89		17,002,583.89	
2020F Sub Lien Deb Service Account				
Goldman Sachs	2,318,851.96		2,318,851.96	
2020G Sub Lien Debt Service Account				
Goldman Sachs	1,067,707.13		1,067,707.13	
2020G Sub Lien Debt Service Reserve Account				
Goldman Sachs	2,960,154.48		2,960,154.48	
2021A Sub Lien Debt Service Reserve Account				
Goldman Sachs	12,768,509.55		12,768,509.55	31,780,123.84
2021A Sub Debt Service Account				
Goldman Sachs	96.65		96.65	
2021B Senior Lien Cap I Project Fund				
Goldman Sachs	46,413,273.35		46,413,273.35	
2021B Senior Lien Project Account				
Goldman Sachs	231,953,828.96			
Agencies/ Treasuries			231,953,828.96	
2021C Sub Lien Cap I Project Fund				
Goldman Sachs	1,349.02		1,349.02	
2021C Sub Lien Project Account				
Goldman Sachs	155,572,831.59		155,572,831.59	
2021C Sub Lien Debt Service Account				
Goldman Sachs	5,106,342.89		5,106,342.89	
2021D Senior Lien Debt Service Account				
Goldman Sachs	5,129,898.77		5,129,898.77	
2021E Senior Lien Debt Service Account				
Goldman Sachs	6,866,624.44		6,866,624.44	
				\$ 1,130,383,516.36

CTRMA INVESTMENT REPORT

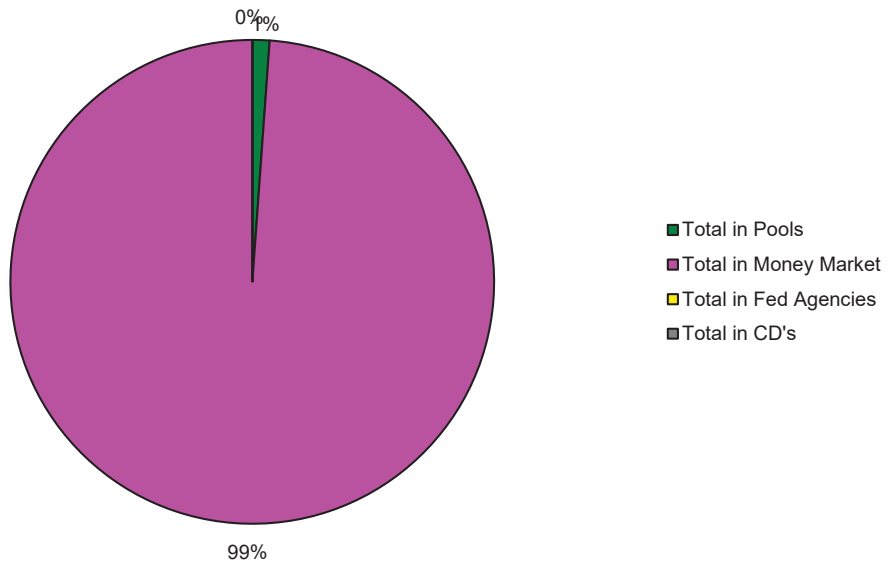
	Month Ending 11/30/2022					Balance 11/30/2022	Rate November
	Balance 11/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	16.01			0.01		16.02	3.5588%
2013 Sub Lien Debt Service Reserve General Fund	787,722.52 1,148,704.72			2,304.11 3,359.99		790,026.63 1,152,064.71	3.5588% 3.5588%
Trustee Operating Fund	6,049,999.19	4,000,000.00		20,092.20	2,500,000.00	7,570,091.39	3.5588%
Renewal and Replacement Grant Fund	1,810.21 458,672.95			5.29 1,341.63		1,815.50 460,014.58	3.5588% 3.5588%
Senior Lien Debt Service Reserve Fund	995,463.28			2,911.75		998,375.03	3.5588%
2015B Sr Ln Project	353,058.62			1,032.70		354,091.32	3.5588%
2015C TIFIA Project	701,406.63			2,051.65		703,458.28	3.5588%
2018 Sr Lien Project Account	940,150.33			2,749.95		942,900.28	3.5588%
	11,437,004.46	4,000,000.00		35,849.28	2,500,000.00	12,972,853.74	
Amount in TexStar Operating Fund							
	43,034.16	2,500,000.00		125.88	2,500,000.00	43,160.04	3.5588%
Goldman Sachs							
Operating Fund	7,927,521.59	4,077,199.11		19,983.84	4,016,000.00	8,008,704.54	3.6500%
2020A Senior Lien Debt Service Account	1,063,239.16	98,815.62		2,571.39		1,164,626.17	3.6500%
2020B Senior Lien Debt Service Account	1,427,176.16	276,450.46		3,266.59		1,706,893.21	3.6500%
2020C Senior Lien Debt Service Account	1,263,450.50	314,498.42		2,802.11		1,580,751.03	3.6500%
2020D Sub Lien Debt Service Account	1,946,399.50	341,898.96		4,500.19		2,292,798.65	3.6500%
2020D Sub Debt Service Reserve Fund	8,177,693.33			20,754.89		8,198,448.22	3.6500%
2020E Sr Lien Project Account	152,570,459.17			387,221.96		152,957,681.13	3.6500%
2020E Sr Ln Project Cap Interest	21,858,046.10			55,475.45		21,913,521.55	3.6500%
2020F Sub Lien Project Account	21,417,259.06			55,680.58	4,470,355.75	17,002,583.89	3.6500%
2020F Sub Lien Debt Service Account	1,853,384.46	461,357.03		4,110.47		2,318,851.96	3.6500%
2020G Sub Lien Debt Service Account	853,384.28	212,430.20		1,892.65		1,067,707.13	3.6500%
2020G Sub Debt Service Reserve Fund	2,857,162.81	95,863.53		7,128.14		2,960,154.48	3.6500%
2021A Sub Debt Service Reserve Fund	12,190,487.48	547,787.33		30,234.74		12,768,509.55	3.6500%
2021A Sub Debt Service Account	96.41			0.24		96.65	3.6500%
2021B Senior Lien Cap I Project Fund	46,295,775.24			117,498.11		46,413,273.35	3.6500%
2021B Senior Lien Project Account	231,366,594.02			587,234.94		231,953,828.96	3.6500%
2021C Sub Lien Cap I Project Fund	1,345.60			3.42		1,349.02	3.6500%
2021C Sub Lien Project Account	157,224,254.48	3,645,257.26		400,532.86	5,697,213.01	155,572,831.59	3.6500%
2021C Sub Lien Debt Service Account	4,081,069.53	1,016,222.72		9,050.64		5,106,342.89	3.6500%
2021D Senior Lien Debt Service Account	4,147,596.25	973,027.48		9,275.04		5,129,898.77	3.6500%
2021E Senior Lien Debt Service Account	5,790,345.68	1,062,950.10		13,328.66		6,866,624.44	3.6500%
2011 Sr Financial Assistance Fund	979,966.49			2,487.30		982,453.79	3.6500%
2010 Senior DSF	61,068.35			155.00		61,223.35	3.6500%
2011 Senior Lien Debt Service Account	3,121,557.40	310,394.25		7,523.67		3,439,475.32	3.6500%
2013 Senior Lien Debt Service Account	2,966,376.23	303,693.80		7,138.42		3,277,208.45	3.6500%
2013 Sub Debt Service Reserve Fund	124.12			0.32		124.44	3.6500%
2013 Subordinate Debt Service Account	2,326,228.73	238,167.79		5,597.93		2,569,994.45	3.6500%
2015A Sr Lien Debt Service Account	4,512,043.65			11,452.23		4,523,495.88	3.6500%
2015B Project Account	42,269,568.14			107,286.39		42,376,854.53	3.6500%
2015C TIFIA Project Account	37,957,739.99			96,889.40	137,476.89	37,917,152.50	3.6500%
2016 Sr Lien Rev Refunding Debt Service Account	11,688,294.66	677,326.81		28,795.28		12,394,416.75	3.6500%
2016 Sub Lien Rev Refunding Debt Service Account	2,079,308.43	371,230.70		4,800.03		2,455,339.16	3.6500%
2016 Sub Lien Rev Refunding DSR	7,044,979.32			17,881.20		7,062,860.52	3.6500%
2018 Sr Lien Project Cap I	201,156.84			510.53		201,667.37	3.6500%
2018 Sr Lien Debt Service Account	606,978.22	151,414.77		1,345.75		759,738.74	3.6500%
2018 Sr Lien Project Account	11,018,519.24	155,294.84		27,975.34	5,592.66	11,196,196.76	3.6500%
Grant Fund	9,681,294.68			24,573.03		9,705,867.71	3.6500%
Renewal and Replacement	87,088.96			191.05	80,223.14	7,056.87	3.6500%
Revenue Fund	8,548,613.10	23,598,006.89		19,227.78	18,672,387.55	13,493,460.22	3.6500%
General Fund	129,017,742.37	5,867,389.21		325,214.34	21,140.22	135,189,205.70	3.6500%
Senior Lien Debt Service Reserve Fund	107,631,645.77			273,186.93		107,904,832.70	3.6500%
71E Revenue Fund	25,089,871.34	1,055,676.64		62,737.04	119,156.21	26,089,128.81	3.6500%
MoPac Revenue Fund	109,545.63	1,343,061.74		1,176.11	1,453,783.48	0.00	3.6500%
MoPac General Fund	8,585,875.83	1,009,815.23		20,899.55	10,592.73	9,605,997.88	3.6500%
MoPac Operating Fund	465,000.83	350,410.62		478.05	371,217.38	444,672.12	3.6500%
MoPac Loan Repayment Fund	578,445.66	143,968.25		1,187.47		723,601.38	3.6500%
	1,100,941,774.79	48,699,609.76		2,781,257.05	35,055,139.02	1,117,367,502.58	
Amount in Fed Agencies and Treasuries							
Amortized Principal	0.00				0.00	0.00	
	0.00					0.00	
Certificates of Deposit							
Total in Pools	11,480,038.62	6,500,000.00		35,975.16	5,000,000.00	13,016,013.78	
Total in GS FSGF	1,100,941,775.79	48,699,609.76		2,781,257.05	35,055,139.02	1,117,367,502.58	
Total in Fed Agencies and Treasuries	0.00				0.00	0.00	
Total Invested	1,112,421,814.41	55,199,609.76		2,817,232.21	40,055,139.02	1,130,383,516.36	

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

José Hernández, CFO

11/30/2022

Allocation of Funds



ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	3,740,510.35		9,546.00	33,338.97	3,716,717.38

Travis County Escrow Fund - Ross Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	114,123.31		102,292.97	3,798.95	212,617.33

Travis County Escrow Fund - Old San Antonio Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	45,446.31		119.29	1,955.95	43,609.65

Travis County Escrow Fund - Old Lockhart Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	264,063.98		670.19		264,734.17

Travis County Escrow Fund - County Line Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	320,399.54		816.43		321,215.97

Travis County Escrow Fund - South Pleasant Valley Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	321,797.80		822.03	2,470.97	320,148.86

Travis County Escrow Fund - Thaxton Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	136,693.00		350.94	2,018.89	135,025.05

Travis County Escrow Fund - Pearce Lane Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	11/1/2022	Additions	Interest	Withdrawals	11/30/2022
Goldman Sachs	310,760.85		793.37	3,375.16	308,179.06



**MONTHLY
NEWSLETTER
NOVEMBER
2022**



PERFORMANCE

As of November 30, 2022

Current Invested Balance	\$ 8,393,118,851.17
Weighted Average Maturity (1)	5 Days
Weighted Average Life (2)	44 Days
Net Asset Value	0.999722
Total Number of Participants	998
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$24,583,284.70
Management Fee Collected	\$407,729.33
% of Portfolio Invested Beyond 1 Year	4.70%
Standard & Poor's Current Rating	AAAm

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

November Averages

Average Invested Balance	\$8,268,022,338.42
Average Monthly Yield, on a simple basis	3.5588%
Average Weighted Maturity (1)	6 Days
Average Weighted Life (2)	47 Days

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

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

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

NEW PARTICIPANTS

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

* Gunter Independent School District * City of Kemah

HOLIDAY REMINDER

In observance of the Christmas holiday, **TexSTAR will be closed Monday, December 26, 2022**. All ACH transactions initiated on Friday, December 23rd will settle on Tuesday, December 27th. In observance of the New Year's Day holiday, **TexSTAR will be closed Monday, January 2, 2023**. All ACH transactions initiated on Friday, December 30th will settle on Tuesday, January 3rd. Notification of any early transaction deadlines on the business day preceding the holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

TEXSTAR IS NOW PAPERLESS

As of December 1, 2022, participants are no longer required to send original documentation for requests that have been submitted by email to texstar@hilltopsecurities.com or by fax to 214.953.8878. The TexSTAR Operating Procedures have been updated to reflect this process and can be accessed on the website at www.texstar.org. Please be aware that you will receive a call from a TexSTAR Participant Services Representative for verbal confirmation when making certain changes to your account. Some of our forms have been updated so please check our website for the most current version. For questions, please contact 1-800-839-7827.

ECONOMIC COMMENTARY

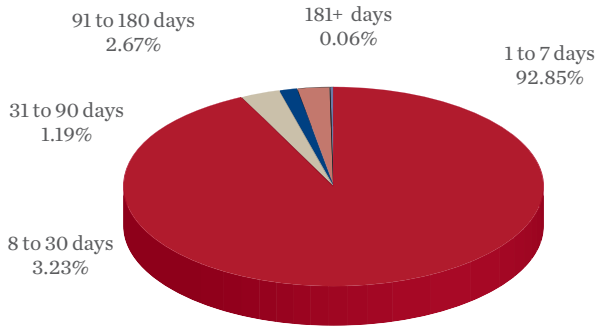
Market review

Front-end yields rose, and the Treasury curve flattened as the Federal Reserve (Fed) prepared markets for a slowdown in the pace of rate hikes but also indicated that the terminal rate is likely to be higher than previously forecasted in September. Meanwhile, October inflation data surprised to the downside, prompting a large Treasury rally in yields beyond 12-months as expectations for Fed monetary policy moved lower. Year-to-date, persistent inflationary pressures have pushed the Fed to accelerate its rate hiking trajectory. At its November meeting, the FOMC announced another 0.75% increase in the federal funds rate to a range of 3.75%-4.00%. The committee's tone remained hawkish and inflation-vigilant, but investors took initial relief at new statement language acknowledging the significant amount of tightening the Fed has already delivered and the lags with which it will affect the economy and inflation. However, while suggesting that the Fed will likely slow the pace of future rate hikes, Chair Powell also emphasized that the ultimate level of rates will be higher than previously anticipated.

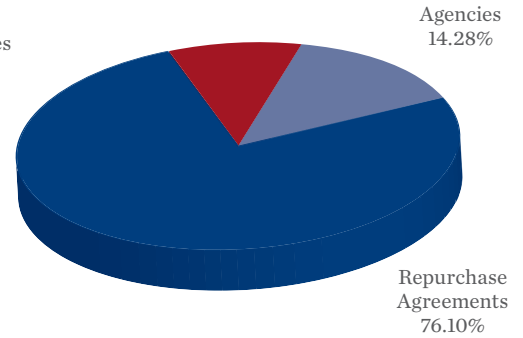
(continued page 4)

INFORMATION AT A GLANCE

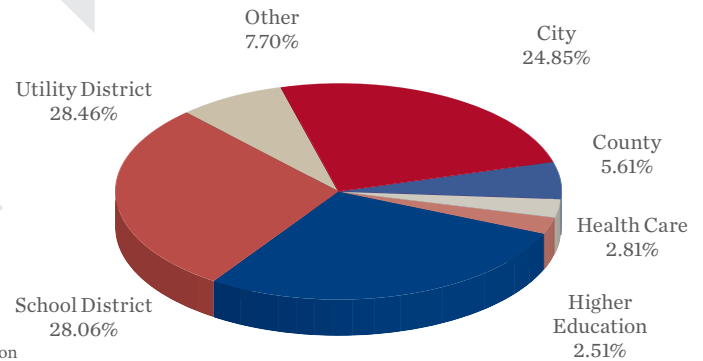
PORTFOLIO BY TYPE OF INVESTMENT AS OF NOVEMBER 30, 2022



Treasuries
9.62%



PORTFOLIO BY MATURITY AS OF NOVEMBER 30, 2022 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF NOVEMBER 30, 2022

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

HISTORICAL PROGRAM INFORMATION

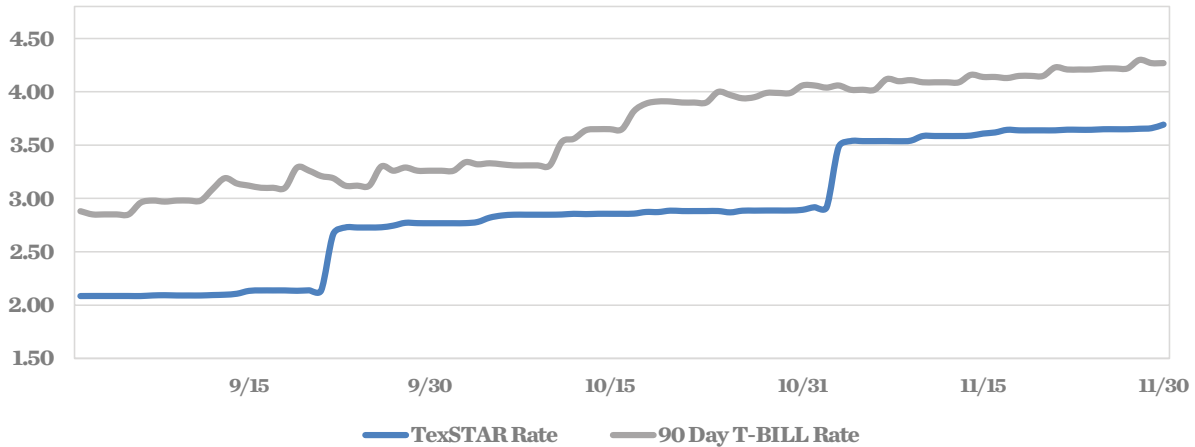
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Nov 22	3.5588%	\$8,393,118,851.17	\$8,390,786,906.73	0.999722	6	47	998
Oct 22	2.8531%	8,388,414,626.87	8,384,901,873.82	0.999581	10	46	996
Sep 22	2.2941%	8,448,258,598.47	8,444,307,157.72	0.999510	16	43	994
Aug 22	1.9469%	8,988,292,520.61	8,983,610,837.50	0.999479	27	50	991
Jul 22	1.4010%	9,799,798,062.32	9,793,880,215.07	0.999396	34	49	990
Jun 22	0.9850%	9,799,299,684.61	9,793,062,348.93	0.999363	42	57	989
May 22	0.6459%	9,701,777,049.61	9,700,243,468.41	0.999841	43	61	988
Apr 22	0.3225%	8,985,925,505.16	8,984,338,322.90	0.999818	39	60	986
Mar 22	0.1070%	9,050,970,696.95	9,050,137,013.72	0.999907	27	38	981
Feb 22	0.0104%	9,779,113,455.23	9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977
Dec 21	0.0139%	8,763,539,414.27	8,763,577,847.71	1.000011	40	52	977

PORTFOLIO ASSET SUMMARY AS OF NOVEMBER 30, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 196.98	\$ 196.98
Accrual of Interest Income	4,252,437.80	4,252,437.80
Interest and Management Fees Payable	(24,520,330.56)	(24,520,330.56)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	6,401,956,999.75	6,401,956,999.75
Government Securities	2,011,429,547.20	2,009,097,602.76
TOTAL	\$ 8,393,118,851.17	\$ 8,390,786,906.73

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

TEXSTAR VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR NOVEMBER 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
11/1/2022	2.9169%	0.000079914	\$8,471,662,417.05	0.999574	8	46
11/2/2022	2.9154%	0.000079874	\$8,433,486,636.51	0.999570	8	47
11/3/2022	3.4802%	0.000095349	\$8,388,643,133.48	0.999580	8	47
11/4/2022	3.5370%	0.000096904	\$8,347,945,289.29	0.999606	7	46
11/5/2022	3.5370%	0.000096904	\$8,347,945,289.29	0.999606	7	46
11/6/2022	3.5370%	0.000096904	\$8,347,945,289.29	0.999606	7	46
11/7/2022	3.5375%	0.000096918	\$8,340,261,004.08	0.999629	7	46
11/8/2022	3.5360%	0.000096877	\$8,333,625,407.95	0.999623	7	46
11/9/2022	3.5412%	0.000097018	\$8,264,071,372.70	0.999633	7	47
11/10/2022	3.5848%	0.000098213	\$8,229,665,274.08	0.999652	7	47
11/11/2022	3.5848%	0.000098213	\$8,229,665,274.08	0.999652	7	47
11/12/2022	3.5848%	0.000098213	\$8,229,665,274.08	0.999652	7	47
11/13/2022	3.5848%	0.000098213	\$8,229,665,274.08	0.999652	7	47
11/14/2022	3.5886%	0.000098317	\$8,315,587,762.03	0.999677	6	47
11/15/2022	3.6077%	0.000098840	\$8,313,598,637.03	0.999696	6	47
11/16/2022	3.6180%	0.000099124	\$8,277,093,984.69	0.999673	6	47
11/17/2022	3.6428%	0.000099802	\$8,217,090,079.33	0.999663	6	48
11/18/2022	3.6378%	0.000099665	\$8,151,226,947.48	0.999674	6	48
11/19/2022	3.6378%	0.000099665	\$8,151,226,947.48	0.999674	6	48
11/20/2022	3.6378%	0.000099665	\$8,151,226,947.48	0.999674	6	48
11/21/2022	3.6379%	0.000099669	\$8,180,400,963.36	0.999691	6	47
11/22/2022	3.6442%	0.000099842	\$8,190,491,253.22	0.999701	6	47
11/23/2022	3.6432%	0.000099814	\$8,145,605,380.13	0.999704	6	47
11/24/2022	3.6432%	0.000099814	\$8,145,605,380.13	0.999704	6	47
11/25/2022	3.6483%	0.000099954	\$8,220,853,984.09	0.999706	5	46
11/26/2022	3.6483%	0.000099954	\$8,220,853,984.09	0.999706	5	46
11/27/2022	3.6483%	0.000099954	\$8,220,853,984.09	0.999706	5	46
11/28/2022	3.6528%	0.000100077	\$8,257,033,624.77	0.999711	5	45
11/29/2022	3.6581%	0.000100222	\$8,294,554,506.07	0.999706	5	45
11/30/2022	3.6914%	0.000101133	\$8,393,118,851.17	0.999722	5	44
Average	3.5588%	0.000097501	\$8,268,022,338.42		6	47



ECONOMIC COMMENTARY (cont.)

The cumulative effect of the Fed's aggressive tightening this year appears to be finally having an impact on inflation. After multiple upside surprises, the October US Consumer Price Index (CPI) came in below market expectations at 7.7% year on year – the first time CPI has fallen below 8% in the last eight months. Headline inflation rose by 0.4% month-over-month (m/m) (vs. consensus 0.6%) and core inflation rose by 0.3% m/m (vs. consensus 0.5%), with the core annual rate down to 6.3%. One important observation was the deceleration in shelter inflation, which makes up around one-third of headline inflation. The shelter component of inflation tends to be sticky so the deceleration could signal a downward trend rather than a temporary change. October PCE also confirmed the cooling in inflation, with the headline and core measures rising a modest 0.3% m/m and 0.2% m/m, respectively.

Other economic data provided mixed signals. Business surveys were generally weak including the ISM services survey's headline composite, which declined from 56.7 in September to 54.4 in October, and the flash purchasing manager index (PMI) data for November. The headline composite for the PMI manufacturing survey fell from 50.4 to 47.6, and the headline activity index for the services survey declined from 47.8 to 46.1. Yet, the October durable goods report showed more favorable news. Total orders for durable goods increased 1.0% in October, with other key details beating expectations, including core capital goods up 0.7% and core capital goods shipments up 1.3%. Notably, this strength eased concerns that businesses were starting to pull back on capital expenditures. Meanwhile, both retail sales and labor market data underscored economic resilience. U.S. consumers continue to spend as retail sales grew 1.3% m/m in October, the strongest in 8 months, although higher prices were a factor. The U.S. labor market remained tight in November, despite some evidence of cooling. The October Job Openings and Labor Turnover Survey (JOLTS) report highlighted that there are still more open jobs than Americans looking – now at a 1.7 openings per available worker down from the peak of 2 jobs for every 1 earlier this year. Nonetheless, this remains elevated compared to the pre-pandemic average of 0.6 to 1. Postings on Indeed also continue to be robust, hovering 49% above their pre-pandemic norm. The quits rate fell slightly from 2.7% to 2.6%, suggesting that employees are growing less confident in being able to find alternate jobs. Layoff announcements in November, according to Challenger, Gray and Christmas, hit their highest level since January 2021, weekly gains in staffing employment have slowed, according to the American Staffing Association and the employment component of the ISM manufacturing index fell in November, hitting its second weakest level of the year.

Shifting to the November Jobs report, it was strong at surface level with payroll employment surpassing expectations (+263K vs. +200K consensus) as did average hourly earnings (+0.6 vs. +0.3% m/m consensus) with the unemployment rate unchanged at 3.7%. Beneath the surface, we saw the second consecutive monthly decline in household employment and a fall in temporary workers, both flashing signs of weakness. Though these monthly reports can be volatile and labor market turning points are difficult to capture, it does appear that tightening is having an impact on job creation and pay gains. Adding it all up, it looks clear that employment growth is continuing to lose momentum as 2022 draws to a close.

In this environment, the U.S. Treasury yield curve inverted further between the three-month Treasury bill and 10-year note yields, ending the month at -74 bps. In the money market space, the three-month Treasury bill yield increased 28 bps on the month to end at 4.35%, while the six-month and 12-month Treasury bill yields rose 14 bps and 8 bps to end at 4.68% and 4.71%, respectively. Two-year and 10-year note yields declined -17 bps and -44 bps to end at 4.31% and 3.61%, respectively.

Outlook

The Fed was slow out of the gates, but its aggressive hiking policy seems to be finally working; the multiple 75 bp rate increases have slowed economic growth enough to bring down both headline and core CPI—at least tentatively. The market has reacted positively to the downward trend in U.S. inflation, reflecting more confidence in the Fed's ability to bring inflation back down to target, its ultimate policy goal.

While the Fed could take some solace in the latest 0.3% m/m Core CPI and 0.2% m/m Core PCE prints, this labor report is a reminder that they are not out of the woods yet and will need to stay vigilant. The speed at which the labor market is declining is likely too slow for their comfort, which will cause concern about services inflation and inflation expectations down the road. Additionally, there is now added importance for the November CPI report to show further cooling, lest the market begin re-pricing the higher terminal rate scenarios.



ECONOMIC COMMENTARY (cont.)

Looking to the December meeting, a 50 bp hike seems all but assured now, and the speed at which inflation and wages decline will determine the magnitude of the February hike (25 bps vs 50 bps) and how much higher they will hike thereafter. The terminal rate is currently priced at 4.95% in May. However, we continue to maintain our view of a terminal rate in the 5%-5.25% range.

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

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Exhibit B

Financial Statements for December 2022

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

	Budget Amount FY 2023	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tag	119,610,800	70,223,236	58.71%	58,498,545
Video Tolls	46,743,300	31,953,223	68.36%	20,506,662
Fee Revenue	13,845,900	5,804,229	41.92%	6,765,596
Total Operating Revenue	180,200,000	107,980,688	59.92%	85,770,803
Other Revenue				
Interest Income	3,190,301	12,005,867	376.32%	707,828
Grant Revenue	1,359,833	267,971	19.71%	350,649
Misc Revenue	130,000	15,727	12.10%	129,755
Gain/Loss on Sale of Asset	-	-	-	6,568
Total Other Revenue	4,680,134	12,289,565	262.59%	1,194,800
TOTAL REVENUE	\$184,880,134	\$120,270,253	65.05%	86,965,603
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	4,621,321	1,803,604	39.03%	1,925,707
Salary Reserve	80,000	-	-	-
TCDRS	1,046,269	558,108	53.34%	394,939
FICA	232,304	69,804	30.05%	81,898
FICA MED	67,009	26,378	39.36%	28,154
Health Insurance Expense	580,271	199,937	34.46%	200,841
Life Insurance Expense	5,972	2,452	41.06%	3,048
Auto Allowance Expense	10,200	4,463	43.75%	4,675
Other Benefits	126,590	30,169	23.83%	61,257
Unemployment Taxes	4,608	(1,790)	-38.84%	4,097
Total Salaries and Benefits	6,774,544	2,693,125	39.75%	2,704,614

Administrative

Administrative and Office Expenses

Accounting	9,500	3,904	41.09%	4,102
Auditing	190,000	138,655	72.98%	100,975
Financial Advisors	108,000	82,800	76.67%	12,600
Human Resources	30,000	49,669	165.56%	14,393
Legal	70,000	17,700	25.29%	-
IT Services	350,000	259,836	74.24%	58,363
Internet	150	-	-	-
Software Licenses	557,500	348,019	62.42%	207,399
Cell Phones	24,200	7,693	31.79%	9,947
Local Telephone Service	10,000	48,220	482.20%	44,480
Overnight Delivery Services	250	40	16.06%	57
Copy Machine	15,500	7,632	49.24%	6,360
Repair & Maintenance-General	8,000	-	-	2,273
Meeting Expense	12,750	5,188	40.69%	348
Toll Tag Expense	3,000	200	6.67%	660
Parking / Local Ride Share	2,800	444	15.84%	-
Mileage Reimbursement	3,950	644	16.31%	76
Insurance Expense	651,250	275,619	42.32%	282,463
Rent Expense	731,203	352,421	48.20%	270,859
Building Parking	3,500	798	22.80%	229
Legal Services	443,000	133,354	30.10%	175,094
Total Administrative and Office Expenses	3,224,553	1,732,835	53.74%	1,190,677

Office Supplies

Books & Publications	3,250	1,048	32.24%	1,797
Office Supplies	7,750	1,498	19.33%	798
Misc Office Equipment	4,500	8,470	188.21%	732
Computer Supplies	221,950	190,781	85.96%	19,983
Other Reports-Printing	5,000	-	-	-
Office Supplies-Printed	3,100	1,041	33.58%	171
Postage Expense	550	244	44.40%	288
Total Office Supplies	246,100	203,082	82.52%	23,770

Communications and Public Relations

Graphic Design Services	75,000	-	-	-
Website Maintenance	111,500	30,825	27.65%	25,551
Research Services	140,000	-	-	10,109
Communications and Marketing	400,000	-	-	12,827
Advertising Expense	500,000	101,595	20.32%	116,628
Direct Mail	65,000	-	-	-
Video Production	82,500	29,097	35.27%	8,820
Photography	25,000	11,535	46.14%	199
Radio	50,000	-	-	-
Other Public Relations	2,500	-	-	-
Promotional Items	520,000	12,682	2.44%	-
Annual Report printing	1,500	-	-	780
Direct Mail Printing	26,000	-	-	-
Other Communication Expenses	15,000	18,648	124.32%	11,880
Total Communications and Public Relations	2,014,000	204,382	10.15%	186,793

Employee Development

Subscriptions	50,700	1,153	2.27%	123
Agency Memberships	78,550	17,185	21.88%	35,560
Continuing Education	4,800	650	13.54%	334
Professional Development	19,150	4,245	22.17%	-
Other Licenses	1,900	537	28.25%	514
Seminars and Conferences	118,500	42,098	35.53%	1,735
Travel	93,500	2,105	2.25%	8,567
Total Employee Development	367,100	67,973	18.52%	46,833

Financing and Banking Fees

Trustee Fees	60,000	43,000	71.67%	34,038
Bank Fee Expense	3,240	554	17.10%	1,796
Continuing Disclosure	7,000	1,918	27.39%	-
Arbitrage Rebate Calculation	15,000	16,300	108.67%	12,905
Rating Agency Expense	50,000	43,000	86.00%	12,000
Total Financing and Banking Fees	135,240	104,771	77.47%	60,739

Total Administrative **5,986,993** **2,313,044** **38.63%** **1,508,811**

Operations and Maintenance

Operations and Maintenance Consulting

GEC-Trust Indenture Support	763,997	392,607	51.39%	306,196
GEC-Financial Planning Support	275,000	131,652	47.87%	95,510
GEC-Toll Ops Support	2,550,000	355,290	13.93%	398,333
GEC-Roadway Ops Support	1,411,139	502,754	35.63%	320,984
GEC-Technology Support	654,369	207,411	31.70%	294,764
GEC-Public Information Support	200,000	75,967	37.98%	100,156
GEC-General Support	1,360,000	352,013	25.88%	445,928
General System Consultant	1,159,640	482,017	41.57%	515,175
Traffic Modeling	150,000	-	-	21,158
Traffic and Revenue Consultant	500,000	411,863	82.37%	243,240
Total Operations and Maintenance Consulting	9,024,145	2,911,574	32.26%	2,741,443

Roadway Operations and Maintenance

Roadway Maintenance	1,868,052	2,391,621	128.03%	622,302
Landscape Maintenance	2,949,320	2,530,597	85.80%	599,268
Maintenance Supplies-Roadway	300,000	-	-	47,497
Tools & Equipment Expense	25,000	444	1.78%	105
Gasoline	30,000	9,599	32.00%	7,567
Repair & Maintenance - Vehicles	10,000	1,042	10.42%	(3,269)
Natural Gas	2,500	2,821	112.86%	2,530
Electricity - Roadways	250,000	141,566	56.63%	91,407
Total Roadway Operations and Maintenance	5,434,872	5,077,691	93.43%	1,367,407

Toll Processing and Collection Expense

Image Processing	4,208,340	1,653,669	39.30%	1,912,849
Tag Collection Fees	8,453,846	4,945,798	58.50%	4,297,993
Court Enforcement Costs	10,000	-	-	-
DMV Lookup Fees	200	-	-	-
Total Processing and Collection Expense	12,672,387	6,599,467	52.08%	6,210,842

Toll Operations Expense

Generator Fuel	3,000	853	28.44%	-
Fire and Burglar Alarm	500	247	49.34%	247
Refuse	2,180	1,122	51.45%	823
Telecommunications	-	1,120	-	-
Water - Irrigation	7,500	4,416	58.88%	3,158
Electricity	500	374	74.73%	310
ETC spare parts expense	200,000	-	-	(33,850)
Repair & Maintenance Toll Equip	50,000	65,966	131.93%	5,197
Law Enforcement	500,000	200,684	40.14%	174,803
ETC Maintenance Contract	6,000,000	2,718,261	45.30%	43,900
Transaction Processing Maintenance Contra	1,500,000	-	-	-
ETC Toll Management Center System Operat	875,000	229,890	26.27%	112,500
ETC Development	559,000	11,738	2.10%	143,224
ETC Testing	275,000	-	-	-
Total Toll Operations Expense	9,972,680	3,234,671	32.44%	450,313

Total Operations and Maintenance 37,104,083 17,823,402 48.04% 10,770,004

Other Expenses

Special Projects and Contingencies

HERO	149,000	73,914	49.61%	73,914
Special Projects	100,000	-	-	-
71 Express Net Revenue Payment	5,000,000	1,324,641	26.49%	2,094,304
Customer Relations	3,000	-	-	-
Technology Initiatives	75,000	43,834	58.45%	41,395
Other Contractual Svcs	370,000	171,620	46.38%	105,925
Contingency	300,000	-	-	-
Total Special Projects and Contingencies	5,997,000	1,614,010	26.91%	2,315,538

Non Cash Expenses

Amortization Expense	2,020,950	640,146	31.68%	699,557
Amort Expense - Refund Savings	9,073,105	2,660,555	29.32%	4,417,990
Dep Exp - Furniture & Fixtures	2,178	1,307	60.00%	1,307
Dep Expense - Equipment	-	-	-	1,250
Dep Expense - Autos & Trucks	46,496	26,675	57.37%	11,470
Dep Expense - Buildng & Toll Fac	176,748	88,374	50.00%	88,374
Dep Expense - Highways & Bridges	53,479,102	25,310,772	47.33%	25,310,772
Dep Expense - Toll Equipment	4,736,604	1,863,579	39.34%	2,037,217
Dep Expense - Signs	1,052,717	508,285	48.28%	508,285
Dep Expense - Land Improvements	884,934	442,467	50.00%	442,467
Depreciation Expense - Computers	64,319	63,350	98.49%	94,541
Total Non Cash Expenses	71,537,153	31,605,510	44.18%	33,613,229

Total Other Expenses 77,534,153 33,219,520 42.85% 35,928,767

Non Operating Expenses

Bond Issuance Expense	1,250,000	264,148	21.13%	4,723,010
Loan Fee Expense	14,500	48,000	331.03%	14,500
Interest Expense	83,664,454	39,009,737	46.63%	40,667,452
CAMPO RIF Payment	-	-	-	5,000,000
Community Initiatives	150,000	-	-	17,550

Total Non Operating Expenses	\$85,078,954	\$39,321,885	46.22%	\$50,422,511
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TOTAL EXPENSES	212,478,727	95,370,977	44.88%	101,334,708
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Net Income	\$ (27,598,593)	\$ 24,899,276		\$ (14,369,105)
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Central Texas Regional Mobility Authority
Balance Sheet
as of December 31, 2022

	as of 12/31/2022		as of 12/31/2021	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$	909,574	\$	478,480
Cash in TexStar		43,305		2,040,248
Regions Payroll Account		126,956		77,571
Restricted Cash				
Goldman Sachs FSGF 465		1,132,934,706		676,859,799
Restricted Cash - TexSTAR		13,014,349		11,425,295
Overpayments account		291,044		626,574
Total Cash and Cash Equivalents		1,147,319,935		691,507,968
Accounts Receivable				
Accounts Receivable		2,770,089		2,770,089
Due From Other Agencies		68,279		72,837
Due From TTA		717,513		4,849,533
Due From NTTA		1,128,293		1,175,967
Due From HCTRA		1,909,145		1,669,227
Due From TxDOT		164,602		616,842
Interest Receivable		693,342		1,734,423
Total Receivables		7,451,263		12,888,919
Short Term Investments				
Treasuries		(0)		317,979,330
Agencies		(0)		169,081,163
Total Short Term Investments		(0)		487,060,493
Total Current Assets		1,154,771,198		1,191,457,381
Total Construction in Progress		329,347,047		239,310,990
Fixed Assets (Net of Depreciation and Amortization)				
Computers		35,157		193,047
Computer Software		1,162,326		2,105,892
Furniture and Fixtures		871		3,485
Equipment		9,624		10,874
Autos and Trucks		67,207		112,193
Buildings and Toll Facilities		4,328,645		4,505,392
Highways and Bridges		1,691,878,775		1,740,857,063
Toll Equipment		19,333,054		20,438,827
Signs		12,706,290		13,242,584
Land Improvements		5,756,802		6,641,736
Right of way		88,149,606		88,149,606
Leasehold Improvements		21,640		67,783
Total Fixed Assets		1,823,449,997		1,876,328,482
Other Assets				
Intangible Assets-Net		172,631,630		183,034,193
2005 Bond Insurance Costs		3,169,777		3,540,679
Prepaid Insurance		441,278		382,060
Deferred Outflows (pension related)		675,913		641,074
Pension Asset		2,549,818		591,247
Total Other Assets		179,468,415		188,189,252
Total Assets		\$ 3,487,036,657		\$ 3,495,286,105

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

	as of 12/31/2022	as of 12/31/2021
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 46,064,418	\$ 32,692,128
Construction Payable	5,166,203	8,042,563
Overpayments	294,629	629,946
Interest Payable	40,898,048	45,958,075
TCDRS Payable	101,730	87,491
Medical Reimbursement Payable	-	(125)
Due to other Agencies	12,354	18,466
Due to TTA	606,477	574,431
Due to HCTRA	138,019	123,020
Due to Other Entities	52,031	1,051,612
71E TxDOT Obligation - ST	3,142,749	3,617,995
Total Current Liabilities		
	96,476,659	92,795,602
Long Term Liabilities		
Compensated Absences	240,954	345,479
Deferred Inflows (pension related)	1,481,361	109,052
Long Term Payables		
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	90,930,529	84,395,525
Senior Lien Revenue Bonds 2011	19,433,653	19,149,342
Senior Refunding Bonds 2013	3,475,000	7,080,000
Senior Lien Revenue Bonds 2015	10,000,000	10,000,000
Senior Lien Refunding Revenue Bonds 2016	70,790,000	81,395,000
Senior Lien Revenue Bonds 2018	44,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	55,600,000	56,205,000
Senior Lien Refunding Bonds 2020C	138,435,000	138,435,000
Senior Lien Revenue Bonds 2020E	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	274,625,000	274,625,000
Senior Lien Refunding Bonds 2021E	335,610,000	340,765,000
Sn Lien Rev Bnd Prem/Disc 2013	(0)	1,789,117
Senior Lien Premium 2016 Revenue Bonds	7,164,692	8,039,668
Sn Lien Revenue Bond Premium 2018	3,016,504	3,283,077
Senior Lien Revenue Bond Premium 2020A	11,263,202	11,413,911
Senior Lien Refunding Bond Premium 2020B	11,504,118	12,039,193
Senior Lien Revenue Bonds Premium 2020E	24,998,229	26,713,615
Senior Lien Revenue Bonds Premium 2021B	53,301,940	53,661,286
Senior Lien Refunding Bonds Premium 2021D	44,656,985	44,947,129
Total Senior Lien Revenue Bonds		
	1,671,649,852	1,690,781,865

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

	as of 12/31/2022	as of 12/31/2021
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2013	2,725,000	5,320,000
Sub Lien Refunding Bonds 2016	72,605,000	73,055,000
Sub Lien Refunding Bonds 2020D	98,580,000	99,705,000
Subordinated Lien BANS 2020F	110,875,000	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinated Lien BANS 2021C	244,185,000	244,185,000
Sub Refunding 2013 Prem/Disc	0	381,748
Sub Refunding 2016 Prem/Disc	5,383,085	6,200,543
Subordinated Lien BANS 2020F Premium	8,005,729	12,008,594
Subordinated Lien Refunding Bonds Premium 2020G	6,966,234	7,370,205
Sub Lien BANS 2021C Premium	30,446,709	38,058,387
Total Sub Lien Revenue Bonds	641,341,758	658,729,477
Other Obligations		
TIFIA Note 2021	355,184,077	347,527,622
71E TxDOT Obligation - LT	55,077,264	57,263,411
Regions 2017 MoPAC Note	-	24,990,900
Regions 2022 MoPac Loan	24,690,900	-
Total Other Obligations	434,952,241	429,781,933
Total Long Term Liabilities	2,749,666,166	2,779,747,806
Total Liabilities	2,846,142,825	2,872,543,407
NET ASSETS		
Contributed Capital	121,462,104	121,462,104
Net Assets Beginning	494,532,189	515,649,438
Current Year Operations	24,899,538	(14,368,844)
Total Net Assets	640,893,831	622,742,698
Total Liabilities and Net Assets	\$ 3,487,036,657	\$ 3,495,286,105

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of December 2022

Cash flows from operating activities:

Receipts from toll revenues	\$ 113,253,123
Payments to vendors	(23,360,283)
Payments to employees	(2,739,610)
Net cash flows provided by (used in) operating activities	87,153,230

Cash flows from capital and related financing activities:

Issuance Expense	(264,148)
Payments on bonds / loans	(300,000)
Interest payments	(39,904,215)
RIF Contribution	(5,000,000)
Acquisition of capital assets - non project	(2,618,877)
Acquisitions of construction in progress	(40,156,491)
Net cash flows provided by (used in) capital and related financing activities	(88,243,732)

Cash flows from investing activities:

Interest Receivable	2,018
Interest income	12,006,477
Purchase of investments	(42,703,703)
Proceeds from sale or maturity of investments	150,044,443
Net cash flows provided by (used in) investing activities	119,349,235
Net increase (decrease) in cash and cash equivalents	118,258,734
Cash and cash equivalents at beginning of period	1,029,061,201
Cash and cash equivalents at end of period	\$ 1,147,319,935

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

Operating income	\$ 51,948,042
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	31,605,510
Changes in assets and liabilities:	
(Increase) decrease in accounts receivable	4,825,610
(Increase) decrease in prepaid expenses and other assets	(313,215)
(Decrease) increase in accounts payable	(1,312,601)
Increase (decrease) in accrued expenses	399,884
Total adjustments	35,205,188
Net cash flows provided by (used in) operating activities	\$ 87,153,230

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$ 203,942,688
Restricted cash and cash equivalents	943,377,247
Total	\$ 1,147,319,935

INVESTMENTS by FUND

		Balance	
		December 31, 2022	
Renewal & Replacement Fund			
TexSTAR	1,821.61		
Goldman Sachs	8,553.29		
Agencies/ Treasuries		10,374.90	
Grant Fund			
TexSTAR	461,564.92		
Goldman Sachs	9,734,966.60		
Agencies/ Treasuries	MATURED	10,196,531.52	
Senior Debt Service Reserve Fund			
TexSTAR	1,001,739.75		
Goldman Sachs	108,228,339.15		
Agencies/ Treasuries	MATURED	109,230,078.90	
2010 Senior Lien Debt Service Account			
Goldman Sachs	61,406.92	61,406.92	
2011 Sr Debt Service Accountt			
Goldman Sachs	3,759,755.58	3,759,755.58	
2013 Sr Debt Service Accountt			
Goldman Sachs	3,590,311.57	3,590,311.57	
2013 Sub Debt Service Account			
Goldman Sachs	2,815,540.56	2,815,540.56	
2013 Sub Debt Service Reserve Fund			
Goldman Sachs	124.81	792,813.98	
TexSTAR	792,689.17		
2015 Sr Debt Service Account			
Goldman Sachs	4,537,058.61	4,537,058.61	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	13,107,976.22	13,107,976.22	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	2,833,421.91	2,833,421.91	
2016 Sub Lien Rev Refunding DSR			
Goldman Sachs	7,084,035.48	7,084,035.48	
Agencies/ Treasuries	-		
Operating Fund			
TexSTAR	43,305.47		
TexSTAR-Trustee	7,593,378.33		
Goldman Sachs	8,111,366.93	15,748,050.73	
Revenue Fund			
Goldman Sachs	5,734,259.57	5,734,259.57	
General Fund			
TexSTAR	1,155,947.39		
Goldman Sachs	147,199,318.66		
Agencies/ Treasuries	-	148,355,266.05	
71E Revenue Fund			
Goldman Sachs	27,182,386.75	27,182,386.75	
MoPac Revenue Fund			
Goldman Sachs	76,310.20	76,310.20	
MoPac General Fund			
Goldman Sachs	10,363,999.22	10,363,999.22	
MoPac Operating Fund			
Goldman Sachs	314,119.52	314,119.52	
MoPac Loan Repayment Fund			
Goldman Sachs	869,395.65	869,395.65	
2015B Project Account			
Goldman Sachs	42,445,286.69		
TexSTAR	355,284.68	42,800,571.37	
2015 TIFIA Project Account			
Goldman Sachs	37,978,158.60		
TexSTAR	705,829.05		
Agencies/ Treasuries	-	38,683,987.65	
2011 Sr Financial Assistance Fund			
Goldman Sachs	985,399.26	985,415.30	
TexSTAR	16.04		
2018 Sr Lien Debt Service Account			
Goldman Sachs	913,223.56	913,223.56	
2018 Sr Lien Project Cap I			
Goldman Sachs	202,271.98	202,271.98	
2018 Sr Lien Project Account			
Goldman Sachs	12,564,736.66		
TexSTAR	946,078.05	13,510,814.71	
2020A Senior Lien Debt Service Account			
Goldman Sachs	1,266,797.87	1,266,797.87	
2020B Senior Lien Debt Service Account			
Goldman Sachs	1,988,081.84	1,988,081.84	
2020C Senior Lien Debt Service Account			
Goldman Sachs	1,899,557.24	1,899,557.24	
2020D Sub Lien Debt Service Account			
Goldman Sachs	2,641,102.59	2,641,102.59	
2020D Sub Debt Service Reserve Fund			
Goldman Sachs	8,223,027.76	8,223,027.76	
2020E Senior Lien Project Account			
Goldman Sachs	153,416,259.27	153,416,259.27	
2020E Senior Lien Project Cap Interest			
Goldman Sachs	21,979,219.86	21,979,219.86	
2020F Sub Lien Project Account			
Goldman Sachs	15,418,757.78	15,418,757.78	
2020F Sub Lien Deb Service Account			
Goldman Sachs	2,786,528.21	2,786,528.21	
2020G Sub Lien Debt Service Account			
Goldman Sachs	1,283,046.99	1,283,046.99	
2020G Sub Lien Debt Service Reserve Account			
Goldman Sachs	3,064,761.27	3,064,761.27	
2021A Sub Lien Debt Service Reserve Account			
Goldman Sachs	13,353,826.37	13,353,826.37	32,518,464.86
2021A Sub Debt Service Account			
Goldman Sachs	96.94	96.94	
2021B Senior Lien Cap I Project Fund			
Goldman Sachs	46,552,423.68	46,552,423.68	
2021B Senior Lien Project Account			
Goldman Sachs	232,648,352.74		
Agencies/ Treasuries	MATURED	232,648,352.74	
2021C Sub Lien Cap I Project Fund			
Goldman Sachs	1,353.06	1,353.06	
2021C Sub Lien Project Account			
Goldman Sachs	150,307,265.22	150,307,265.22	
2021C Sub Lien Debt Service Account			
Goldman Sachs	6,136,480.80	6,136,480.80	
2021D Senior Lien Debt Service Account			
Goldman Sachs	6,116,971.31	6,116,971.31	
2021E Senior Lien Debt Service Account			
Goldman Sachs	7,948,703.08	7,948,703.08	
		\$ 1,140,791,992.29	

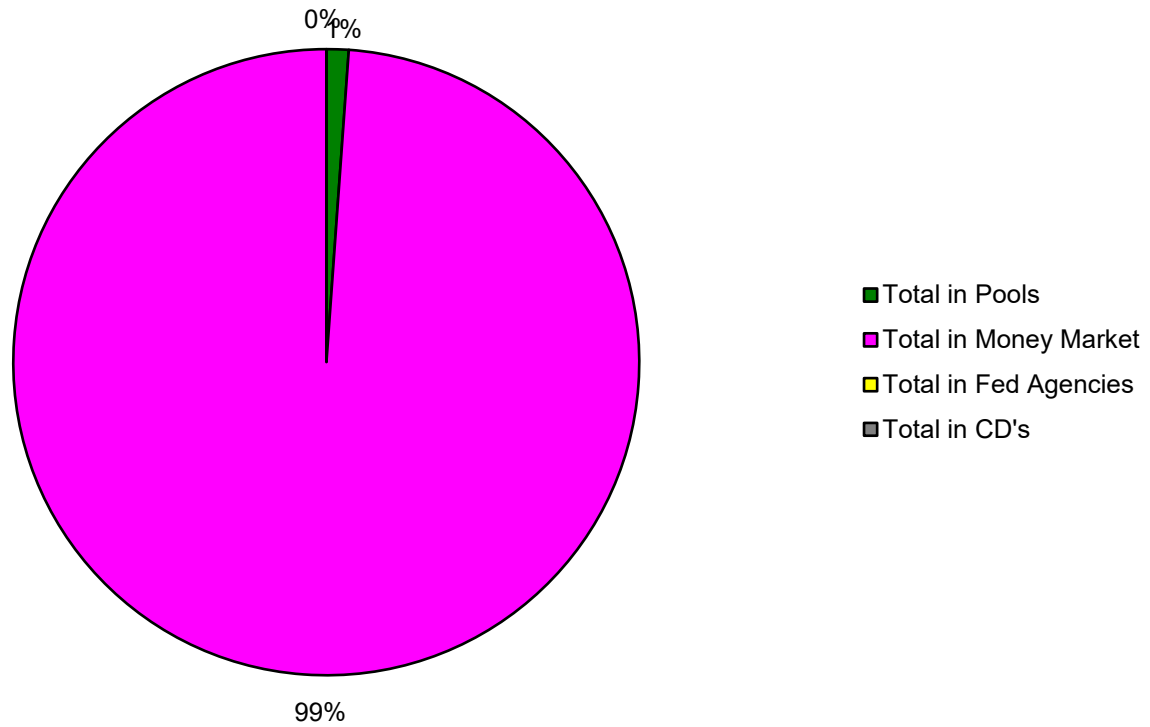
CTRMA INVESTMENT REPORT

	Month Ending 12/31/2022					Rate December	
	Balance 12/1/2022	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 12/31/2022
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	16.02			0.02		16.04	3.9681%
2013 Sub Lien Debt Service Reserve General Fund	790,026.63 1,152,064.71			2,662.54 3,882.68		792,689.17 1,155,947.39	3.9681% 3.9681%
Trustee Operating Fund	7,570,091.39	4,000,000.00		23,286.94	4,000,000.00	7,593,378.33	3.9681%
Renewal and Replacement Grant Fund	1,815.50 460,014.58			6.11 1,550.34		1,821.61 461,564.92	3.9681% 3.9681%
Senior Lien Debt Service Reserve Fund	998,375.03			3,364.72		1,001,739.75	3.9681%
2015B Sr Ln Project	354,091.32			1,193.36		355,284.68	3.9681%
2015C TIFIA Project	703,458.28			2,370.77		705,829.05	3.9681%
2018 Sr Lien Project Account	942,900.28			3,177.77		946,078.05	3.9681%
	12,972,853.74	4,000,000.00		41,495.25	4,000,000.00	13,014,348.99	
Amount in TexStar Operating Fund							
	43,160.04	4,000,000.00		145.43	4,000,000.00	43,305.47	3.9681%
Goldman Sachs							
Operating Fund	8,008,704.54	4,078,754.75		23,907.64	4,000,000.00	8,111,366.93	3.9500%
2020A Senior Lien Debt Service Account	1,164,626.17	98,815.62		3,356.08		1,266,797.87	3.9500%
2020B Senior Lien Debt Service Account	1,706,893.21	276,450.46		4,738.17		1,988,081.84	3.9500%
2020C Senior Lien Debt Service Account	1,580,751.03	314,498.42		4,307.79		1,899,557.24	3.9500%
2020D Sub Lien Debt Service Account	2,292,798.65	341,898.96		6,404.98		2,641,102.59	3.9500%
2020D Sub Debt Service Reserve Fund	8,198,448.22			24,579.54		8,223,027.76	3.9500%
2020E Sr Lien Project Account	152,957,681.13			458,578.14		153,416,259.27	3.9500%
2020E Sr Ln Project Cap Interest	21,913,521.55			65,698.31		21,979,219.86	3.9500%
2020F Sub Lien Project Account	17,002,583.89			54,435.22	1,638,261.33	15,418,757.78	3.9500%
2020F Sub Lien Debt Service Account	2,318,851.96	461,357.03		6,319.22		2,786,528.21	3.9500%
2020G Sub Lien Debt Service Account	1,067,707.13	212,430.20		2,909.66		1,283,046.99	3.9500%
2020G Sub Debt Service Reserve Fund	2,960,154.48	95,863.53		8,743.26		3,064,761.27	3.9500%
2021A Sub Debt Service Reserve Fund	12,768,509.55	547,787.33		37,529.49		13,353,826.37	3.9500%
2021A Sub Debt Service Account	96.65			0.29		96.94	3.9500%
2021B Senior Lien Cap I Project Fund	46,413,273.35			139,150.33		46,552,423.68	3.9500%
2021B Senior Lien Project Account	231,953,828.96			695,414.27	890.49	232,648,352.74	3.9500%
2021C Sub Lien Cap I Project Fund	1,349.02			4.04		1,353.06	3.9500%
2021C Sub Lien Project Account	155,572,831.59			466,493.18	5,732,059.55	150,307,265.22	3.9500%
2021C Sub Lien Debt Service Account	5,106,342.89	1,016,222.72		13,915.19		6,136,480.80	3.9500%
2021D Senior Lien Debt Service Account	5,129,898.77	973,027.48		14,045.06		6,116,971.31	3.9500%
2021E Senior Lien Debt Service Account	6,866,624.44	1,062,950.10		19,128.54		7,948,703.08	3.9500%
2011 Sr Financial Assistance Fund	982,453.79			2,945.47		985,399.26	3.9500%
2010 Senior DSF	61,223.35			183.57		61,406.92	3.9500%
2011 Senior Lien Debt Service Account	3,439,475.32	310,394.25		9,886.01		3,759,755.58	3.9500%
2013 Senior Lien Debt Service Account	3,277,208.45	303,693.80		9,409.32		3,590,311.57	3.9500%
2013 Sub Debt Service Reserve Fund	124.44			0.37		124.81	3.9500%
2013 Subordinate Debt Service Account	2,569,994.45	238,167.79		7,378.32		2,815,540.56	3.9500%
2015A Sr Lien Debt Service Account	4,523,495.88			13,562.73		4,537,058.61	3.9500%
2015B Project Account	42,376,854.53			127,048.86	58,616.70	42,445,286.69	3.9500%
2015C TIFIA Project Account	37,917,152.50			113,752.74	52,746.64	37,978,158.60	3.9500%
2016 Sr Lien Rev Refunding Debt Service Account	12,394,416.75	677,326.81		36,232.66		13,107,976.22	3.9500%
2016 Sub Lien Rev Refunding Debt Service Account	2,455,339.16	371,230.70		6,852.05		2,833,421.91	3.9500%
2016 Sub Lien Rev Refunding DSR	7,062,860.52			21,174.96		7,084,035.48	3.9500%
2018 Sr Lien Project Cap I	201,667.37			604.61		202,271.98	3.9500%
2018 Sr Lien Debt Service Account	759,738.74	151,414.77		2,070.05		913,223.56	3.9500%
2018 Sr Lien Project Account	11,196,196.76	1,552,200.95		33,229.66	216,890.71	12,564,736.66	3.9500%
Grant Fund	9,705,867.71			29,098.89		9,734,966.60	3.9500%
Renewal and Replacement	7,056.87	85,000.00		108.73	83,612.31	8,553.29	3.9500%
Revenue Fund	13,493,460.22	17,232,348.59		29,333.80	25,020,883.04	5,734,259.57	3.9500%
General Fund	135,189,205.70	11,746,267.36		397,128.85	133,283.25	147,199,318.66	3.9500%
Senior Lien Debt Service Reserve Fund	107,904,832.70			323,506.45		108,228,339.15	3.9500%
71E Revenue Fund	26,089,128.81	1,190,327.56		77,208.91	174,278.53	27,182,386.75	3.9500%
MoPac Revenue Fund	0.00	1,253,924.64		2,058.42	1,179,672.86	76,310.20	3.9500%
MoPac General Fund	9,605,997.88	735,704.61		26,392.75	4,096.02	10,363,999.22	3.9500%
MoPac Operating Fund	444,672.12	350,410.62		916.51	481,879.73	314,119.52	3.9500%
MoPac Loan Repayment Fund	723,601.38	143,968.25		1,826.02		869,395.65	3.9500%
	1,117,367,502.58	45,822,437.30		3,321,569.11	38,777,171.16	1,127,734,337.83	
Amount in Fed Agencies and Treasuries							
Amortized Principal	0.00				0.00	0.00	
	0.00					0.00	
Certificates of Deposit							
Total in Pools	13,016,013.78	8,000,000.00		41,640.68	8,000,000.00	13,057,654.46	
Total in GS FSGF	1,117,367,502.58	45,822,437.30		3,321,569.11	38,777,171.16	1,127,734,337.83	
Total in Fed Agencies and Treasuries	0.00				0.00	0.00	
Total Invested	1,130,383,516.36	53,822,437.30		3,363,209.79	46,777,171.16	1,140,791,992.29	

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

12/31/2022

Allocation of Funds



ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	3,716,717.38		11,216.99	19,470.37	3,708,464.00

Travis County Escrow Fund - Ross Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	212,617.33		353.06	950.50	212,019.89

Travis County Escrow Fund - Old San Antonio Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	43,609.65		136.41	2,444.94	41,301.12

Travis County Escrow Fund - Old Lockhart Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	264,734.17		793.69	89,963.78	175,564.08

Travis County Escrow Fund - County Line Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	321,215.97		963.03	19,100.32	303,078.68

Travis County Escrow Fund - South Pleasant Valley Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	320,148.86		966.98	2,736.70	318,379.14

Travis County Escrow Fund - Thaxton Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	135,025.05		409.25	1,606.48	133,827.82

Travis County Escrow Fund - Pearce Lane Road

	Balance		Accrued		Balance
	12/1/2022	Additions	Interest	Withdrawals	12/31/2022
Goldman Sachs	308,179.06		933.72	1,380.43	307,732.35



PERFORMANCE

As of December 31, 2022

Current Invested Balance	\$ 9,016,826,910.67
Weighted Average Maturity (1)	4 Days
Weighted Average Life (2)	42 Days
Net Asset Value	0.999855
Total Number of Participants	999
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$28,889,232.69
Management Fee Collected	\$430,234.75
% of Portfolio Invested Beyond 1 Year	5.08%
Standard & Poor's Current Rating	AAAm

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

December Averages

Average Invested Balance	\$8,442,960,584.01
Average Monthly Yield, on a simple basis	3.9681%
Average Weighted Maturity (1)	5 Days
Average Weighted Life (2)	43 Days

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

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

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

NEW PARTICIPANTS

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

* City of Mason

HOLIDAY REMINDER

In observance of Martin Luther King Jr. holiday, **TexSTAR will be closed Monday, January 16, 2023.** All ACH transactions initiated on Friday, January 13th will settle on Tuesday, January 17th.

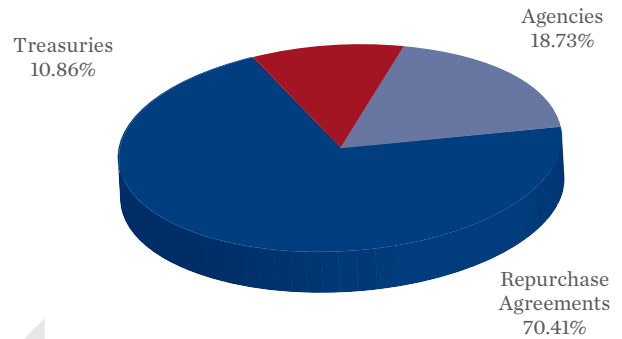
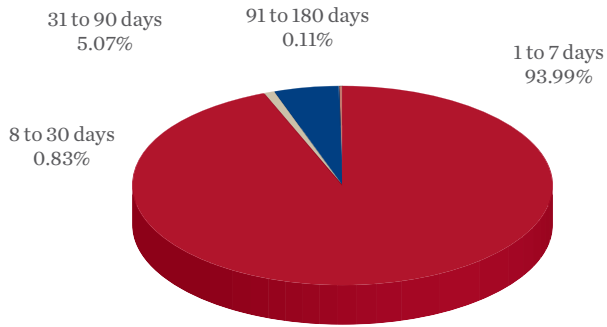
ECONOMIC COMMENTARY

Market review

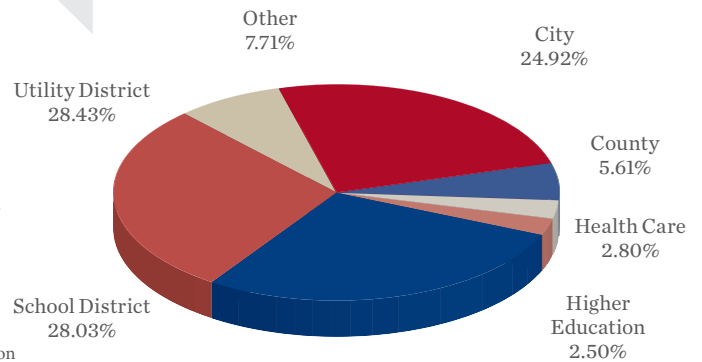
2022 was a roller coaster for investors with Russia's invasion of Ukraine challenging global energy supply, central banks pivoting aggressively to combat high inflation, fading, yet still widespread effects of a global pandemic impacting consumers, businesses, and supply chains, and elevated political uncertainty shifting the landscape of economies globally. In summary, 2022 was a volatile year. Central banks may be blamed as the main culprit for the pickup in volatility. Indeed, rate volatility was most elevated relative to other asset classes as central banks shifted aggressively to bring down inflation many economies had not experienced in decades. The European Central Bank lifted rates swiftly from negative territory, the Bank of England quickly raised rates to restrictive, the Federal Reserve (Fed) increased rates at its fastest pace since the early '80's, and the Bank of Japan may be gearing up to abandon its ultra-accommodative yield curve control policy, all contributing to the move higher in global rates and the sell-off in equities. We ended the year with the S&P 500 Index down -18% as the federal funds rate soared 425 basis points (bps) to 4.50% (upper bound). As the year ended, central banks slowed the pace of rate hikes, while warning markets not to underestimate the need for further tightening. December brought some positive news as the November CPI report came in below expectations for the second consecutive month and reinforced the turning tide on inflation as nearly every category showed easing price pressures. Headline CPI rose by 0.1% month-over-month (m/m) and core CPI rose by 0.2% m/m, bringing the year-over-year (y/y) rates down to 7.1% and 6.0%, respectively. Energy deflation continued with gas prices falling 2%. Core goods inflation continued to come down with improvement in supply chains, inventory growth, and softer consumer demand. Shelter was again the largest contributor to inflation. Services inflation excluding shelter was flat on the month, driven by weakness in prices for medical care services, airlines, and hotel lodging. Despite the lags between the industry's rent data and CPI's shelter component, the underlying trend is that inflation has peaked and will continue to soften over time. The PCE price index, the Fed's preferred measure of inflation, also showed signs of easing with the headline up 5.5% y/y in November, down from June's 40-year high of 7% y/y. *(continued page 4)*

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF DECEMBER 31, 2022



PORTFOLIO BY MATURITY AS OF DECEMBER 31, 2022 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF DECEMBER 31, 2022

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

HISTORICAL PROGRAM INFORMATION

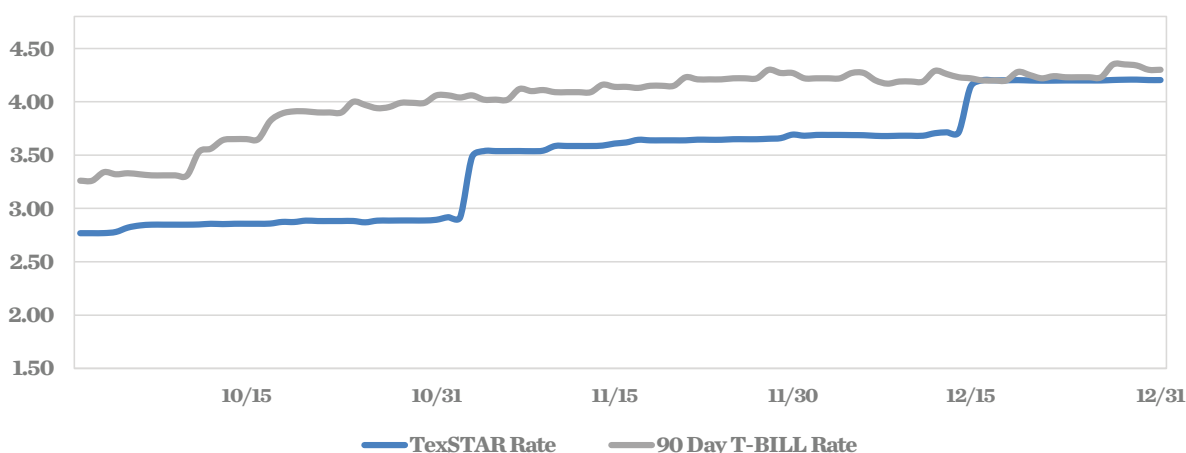
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Dec 22	3.9681%	\$9,016,826,910.67	\$9,015,709,981.89	0.999855	5	43	999
Nov 22	3.5588%	8,393,118,851.17	8,390,786,906.73	0.999722	6	47	998
Oct 22	2.8531%	8,388,414,626.87	8,384,901,873.82	0.999581	10	46	996
Sep 22	2.2941%	8,448,258,598.47	8,444,307,157.72	0.999510	16	43	994
Aug 22	1.9469%	8,988,292,520.61	8,983,610,837.50	0.999479	27	50	991
Jul 22	1.4010%	9,799,798,062.32	9,793,880,215.07	0.999396	34	49	990
Jun 22	0.9850%	9,799,299,684.61	9,793,062,348.93	0.999363	42	57	989
May 22	0.6459%	9,701,777,049.61	9,700,243,468.41	0.999841	43	61	988
Apr 22	0.3225%	8,985,925,505.16	8,984,338,322.90	0.999818	39	60	986
Mar 22	0.1070%	9,050,970,696.95	9,050,137,013.72	0.999907	27	38	981
Feb 22	0.0104%	9,779,113,455.23	9,778,353,196.78	0.999922	26	32	979
Jan 22	0.0100%	9,399,813,099.48	9,399,092,954.95	0.999923	31	38	977

PORTFOLIO ASSET SUMMARY AS OF DECEMBER 31, 2022

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 192.76	\$ 192.76
Accrual of Interest Income	10,403,289.16	10,403,289.16
Interest and Management Fees Payable	(28,824,166.14)	(28,824,166.14)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	6,361,132,999.75	6,361,132,999.75
Government Securities	2,674,114,595.14	2,672,997,666.36
TOTAL	\$ 9,016,826,910.67	\$ 9,015,709,981.89

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

TEXSTAR VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR DECEMBER 2022

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
12/1/2022	3.6809%	0.000100847	\$8,382,233,284.22	0.999743	6	44
12/2/2022	3.6885%	0.000101054	\$8,361,566,154.13	0.999766	6	44
12/3/2022	3.6885%	0.000101054	\$8,361,566,154.13	0.999766	6	44
12/4/2022	3.6885%	0.000101054	\$8,361,566,154.13	0.999766	6	44
12/5/2022	3.6871%	0.000101017	\$8,399,258,335.07	0.999786	6	44
12/6/2022	3.6859%	0.000100983	\$8,405,345,658.42	0.999780	5	43
12/7/2022	3.6799%	0.000100819	\$8,361,959,159.47	0.999788	5	43
12/8/2022	3.6782%	0.000100773	\$8,302,421,473.26	0.999796	5	43
12/9/2022	3.6811%	0.000100851	\$8,492,822,069.11	0.999823	5	42
12/10/2022	3.6811%	0.000100851	\$8,492,822,069.11	0.999823	5	42
12/11/2022	3.6811%	0.000100851	\$8,492,822,069.11	0.999823	5	42
12/12/2022	3.7048%	0.000101500	\$8,553,865,217.66	0.999815	5	41
12/13/2022	3.7131%	0.000101729	\$8,489,915,484.57	0.999810	5	42
12/14/2022	3.7132%	0.000101732	\$8,454,664,296.87	0.999790	5	42
12/15/2022	4.1396%	0.000113413	\$8,323,366,088.27	0.999798	5	43
12/16/2022	4.2009%	0.000115094	\$8,275,423,526.66	0.999818	5	43
12/17/2022	4.2009%	0.000115094	\$8,275,423,526.66	0.999818	5	43
12/18/2022	4.2009%	0.000115094	\$8,275,423,526.66	0.999818	5	43
12/19/2022	4.2025%	0.000115138	\$8,317,318,364.72	0.999831	5	43
12/20/2022	4.1992%	0.000115046	\$8,365,299,871.04	0.999825	5	43
12/21/2022	4.1975%	0.000115001	\$8,306,304,692.31	0.999831	5	43
12/22/2022	4.1980%	0.000115015	\$8,294,716,489.33	0.999827	5	43
12/23/2022	4.1993%	0.000115048	\$8,364,932,700.26	0.999847	5	41
12/24/2022	4.1993%	0.000115048	\$8,364,932,700.26	0.999847	5	41
12/25/2022	4.1993%	0.000115048	\$8,364,932,700.26	0.999847	5	41
12/26/2022	4.1993%	0.000115048	\$8,364,932,700.26	0.999847	5	41
12/27/2022	4.2038%	0.000115172	\$8,611,192,709.49	0.999844	4	40
12/28/2022	4.2065%	0.000115247	\$8,625,659,879.37	0.999816	4	44
12/29/2022	4.2072%	0.000115265	\$8,655,437,228.27	0.999822	5	45
12/30/2022	4.2031%	0.000115153	\$9,016,826,910.67	0.999855	4	42
12/31/2022	4.2031%	0.000115153	\$9,016,826,910.67	0.999855	4	42
Average	3.9681%	0.000108716	\$8,442,960,584.01		5	43



ECONOMIC COMMENTARY (cont.)

While the Fed welcomed this recent moderation, inflation is still well above its 2% target, and the Fed maintained its hawkish messaging on monetary policy. At its December meeting, the Federal Open Market Committee (FOMC) hiked rates at a reduced pace of 0.50% to a range of 4.25%-4.50%, as anticipated. Markets were most surprised by the Fed's updated Summary of Economic Projections (SEP), which showed a picture of higher unemployment, higher inflation and slower growth in 2023 and 2024. The median FOMC member now expects a terminal rate of 5.1% in 2023, a half-percent higher than their September forecast, before reducing rates more aggressively in 2024. Moreover, the range of federal funds rate estimates for 2023 was quite narrow with only two members seeing policy rates below 5% in 2023. No changes were made to the FOMC statement noting "ongoing increases" in the federal funds rate are likely appropriate. At the press conference, Chairman Powell left the door open to downshifting to 25 bp hikes beginning as early as February and underscored that more weakening in the labor market is needed to ensure that inflation moderates. The Federal Reserve's balance sheet reduction, or quantitative tightening, continued at a runoff pace of \$95 billion per month (\$60 billion Treasuries, \$35 billion mortgage-backed securities) and is expected to continue through 2023.

Meanwhile, other economic data continued to provide mixed signals. On the one hand, aggressive Fed tightening weighted on the economy as housing data continued to feel the pressure of higher rates, with existing home sales down -7.7% in November and the NAHB's gauge of homebuilder sentiment down for the 12th consecutive month in December. U.S retail sales declined -0.6% m/m in November, indicating a slowdown in consumer spending amid high inflation and interest rates. Broader consumer spending is expected to weaken further as consumers drawdown the excess savings amassed earlier in the pandemic. Business surveys continued to be generally weak with flash December purchasing managers indices (PMIs) disappointing for both the manufacturing survey and the services survey. The headline composite for the manufacturing survey fell from 47.7 in November to 46.2 in December while the headline activity index for the services survey declined from 46.2 to 44.4. However, the employment components continued to show resilience, and other employment indicators remained strong, despite some evidence of cooling. The November Job Openings and Labor Turnover Survey (JOLTS) report showed a 0.5% decrease in job openings. Even so, this number remains elevated at 10.458 million compared to the pre-pandemic levels. In this environment, the U.S. Treasury yield curve remained inverted between the three-month Treasury bill and 10-year note yields, ending the year at -50 bps. In the money market space, the three-month Treasury bill yield increased 2 bps on the month and 10 bps on the quarter to end at 4.37%, while the six-month Treasury bill yields rose 8 bps on the month and 83 bps during the quarter to end at 4.76%.

Outlook

As we head into 2023, the Fed's aggressive rate hikes finally seem to be biting into inflation. Goods inflation has clearly turned downward, rental prices are moderating, and energy prices have stabilized. This should be a signal that most of the rate hikes are behind us. The Fed signaled it has no plans to ease policy in 2023 and emphasized that slowing the pace of hikes does not equal easing or a lessening of their resolve. They still view the inflation outlook as very uncertain, but tilted toward the upside, which is why they seek to maintain flexibility to hike rates higher. They are wary that financial conditions will ease too quickly. From a risk management standpoint, they would prefer to err on the side of overtightening to ensure they achieve their inflation goal. Further cooling in inflation data may allow the Fed to pivot before hiking rates above 5%, but the risk of Fed overtightening and inducing a recession remains elevated. Despite this hawkishness, the fixed income market appears to doubt the Fed's plan to keep rates elevated for longer. Fed funds futures are showing a peak rate of just under 5% by May 2023, with almost 50 bps of rate cuts in the latter part of the year. This reflects the fact that market participants expect inflation to fall more quickly than the Fed is forecasting.

We expect the Fed to raise rates another 50-75 bps over the next two meetings, depending on how many are needed to moderate core inflation. Neither the monthly rate of core inflation nor the trailing 12-month rate seems to be an appropriate measure. A rolling three-month annualized rate of core CPI and core PCE would give the Fed more current information on the effectiveness of its rate hikes. By that metric, core CPI is currently at 4.2% and core PCE is at 4.0%. It's unlikely the Fed would even consider cutting rates before core inflation falls toward 2%-2.5%.



ECONOMIC COMMENTARY (cont.)

The question is: Can the Fed raise rates to a level that will bring down inflation to its target of 2% without causing a recession? The greatest support for a soft landing looks to be coming from the labor market. Unemployment is very low, wages are going up, and the consumer can keep spending. However, this doesn't appear to be sustainable. For the Fed to bring core inflation down to 2%-2.5%, wage growth needs to come down, which means unemployment must go up, which means a recession is necessary. It seems very aspirational to assume all this can end in a soft landing.

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

TEXSTAR BOARD MEMBERS

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #6

Discuss and consider approving the
2022 Annal Report

Strategic Plan Relevance: Stewardship & Service
Department: Executive/Finance/Communications
Contact: Jori Liu, Director of Communications
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

The 2022 Mobility Authority Annual Report has been previously distributed to the Board of Directors. In accordance with the Section 101.13(b) of the Mobility Authority Policy Code, this item requests the Board to formally approve and adopt the 2022 Mobility Authority Annual Report & Financial Statements. Following Board approval, the Executive Director will officially file the 2022 Mobility Authority Annual Report with Travis and Williamson counties.

Backup Provided: Draft resolution
2022 Annual Report to be provided at the board meeting.

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

RESOLUTION NO. 23-0XX

ADOPTING THE MOBILITY AUTHORITY 2022 ANNUAL REPORT

WHEREAS, pursuant to Texas Transportation Code Section 370.261 and Mobility Authority Policy Code Section 101.013(b), the Central Texas Regional Mobility Authority (Mobility Authority) is required to prepare an annual report on its activities during the preceding year and describing all turnpike revenue bond issuances anticipated for the coming year, the financial condition of the Mobility Authority, all project schedules, and the status of the Mobility Authority's performance under the most recent strategic plan; and

WHEREAS, each annual report must be submitted to the Board for review, approval and adoption; and

WHEREAS, the Mobility Authority is required to file the 2022 Annual Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2023; and

WHEREAS, the Mobility Authority staff distributed a draft of the proposed 2022 Annual Report for the Board's review and consideration, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve and adopt the proposed 2022 Annual Report attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the 2022 Annual Report attached hereto as Exhibit A and directs the Executive Director to file the 2022 Annual Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2023.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

2022 ANNUAL REPORT

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #7

Discuss and consider approving
Amendment No. 3 to the contract
with Cofiroute USA, LLC to adjust
compensation for Pay By Mail
services

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

Project Description/Background: The Mobility Authority's toll revenue is collected in two ways, payments through accepted electronic tags issued by our interoperable partners or through the Authority's Pay By Mail (PBM) toll program. Pay By Mail is a courtesy program in which customers whose tolls were declined for payment by their tag provider or customers who do not have tag are invoiced for their toll usage. PBM customers pay a higher toll rate and an administrative fee that covers the cost of processing. Additional administrative fees are assessed if invoices remain unpaid after their stated due date. The maximum administrative fee per invoice is \$45.

In February 2018, the Authority's Board of Directors approved an Agreement with Cofiroute USA, LLC (CUSA) for Pay By Mail violation processing, collections and customer service. Specific implementation milestones as well as performance goals are outlined in the Agreement. The Agreement allows the same services to be provided to other regional mobility authorities through an interlocal agreements with CTRMA.

Current Action: Today's action requests amendments to Cofiroute's contract to adjust the contractor's compensation and add an incentive payment opportunity if certain collection and customer service goals are met.

Compensation Adjustment

To distribute the cost of collections more evenly across all billing stages and improve customer experience, the amendment proposes to adjust Cofiroute's share of tolls and administrative fees collected. This adjustment:

- maintains the current variable and fixed price compensation approach;
- provides more balanced costs across compensation categories;
- continues the concept that administrative fees support the cost of the program;
- absorbs the impact of reduced transaction volumes resulting from NET RMA's departure from the program and contract in July 2022, an action that would have contractually increased CTRMA's overall costs;
- supports enhancements for program optimizations and enhancements; and
- enhances Cofiroute's staffing approach allowing the organization to scale for volume and acquire new roles to better serve the program.

Comparison of Proposed Base Contract Compensation

BILLING STAGE	CURRENT COMPENSATION		PROPOSED COMPENSATION		VARIANCE	
	Fees	Toll %	Collected Fees	Collected Toll %	Fees	Toll %
Pre-paid <i>(prior bill issuance)</i>	NA	18%	NA	10%	NA	-8%
	NA	15%	NA	10%	NA	-5%
	NA	10%	NA	10%	NA	0%
Toll Bill Notice <i>(Day 1-30)</i>	\$0.56	19%	\$1.00	16%	\$0.44	-3%
Notice of Non-Payment <i>(Day 31-60)</i>	\$2.59	14%	\$ 9.50	16%	\$ 6.91	2%
Notice of Toll Violation <i>(Day 61 - 90)</i>	\$6.10	10%	\$19.50	18%	\$13.40	8%
Collections <i>(Day 91+)</i>	\$3.52/trxn	0%	50%	25%	NA	25%

Fiscal Impact

Staff and its consulting team evaluated the financial impact of the proposed base compensation changes. Using historical collection data from calendar year 2021 as the baseline, the analysis found the proposed rate changes and fixed price unit adjustments to be immaterial.

Incentive Payment

Amendment No. 3 proposes a new incentive payment in addition to changing the base compensation. The incentive payment approach sets stretch goals for Cofiroute's customer service and collection performance that, if met, provides a better customer experience, and increases revenue collection in the first 30 days of the billing cycle. These stretch goals exceed the performance goals specified in Cofiroute's base contract and, in some cases, surpass Cofiroute's current performance.

The payment approach splits the proposed incentive into two opportunities:

1. Upon collection, Cofiroute will be compensated an additional 2% for bills in the first billing phase - from 16% to 18% - for achieving the following:
 - a. an average customer satisfaction rate for customer service call surveys of 96.5%;
 - b. an average speed to answer for customer and payment related calls of 45 seconds;
 - c. an average hold time of 45 seconds;
 - d. an average abandonment rate of 5%; and
 - e. a collection / liquidation percentage \geq 31% of the bills issued within the first 30 days of the billing life cycle.
2. Cofiroute will be compensated an additional 2% - from 16% to 20% of the collected toll - for achieving all the customer service performance metrics outlined above AND \geq collecting/liquidating \geq 33% of invoices issued within the first 30 days of the billing life cycle.

Comparison of Proposed Incentive Compensation

TOLL BILL NOTICE (Day 1-30)	CURRENT COMPENSATION	PROPOSED COMPENSATION	INCENTIVE COMPENSATION	VARIANCE (current vs incentive)
	Toll %	Toll %	Toll %	Toll %
Incentive Opportunity #1	19%	16%	18%	-1%
Incentive Opportunity #2	19%	16%	20%	1%

It is important to note that CUSA’s compensation is based on actual collections and performance, except in the case of enforcement remedies like court and habitual violator. The incentive will be paid monthly, in arrears. If all the metrics are not met, then no incentive payment is earned. As with the current base contract, there is no penalty if performance targets are not met.

Previous Actions: In December 2018 the CTRMA Board of Director approved the first amendment to the Agreement with Cofiroute USA outlining CUSA’s expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation (*Pay Item #1*). The amendment also added pay items related to insufficient funds (*Pay Item #9*) and out of state license plate lookups (*Pay Item #10*).

In July 2019 the Board approved Amendment No. 2 to the Agreement with Cofiroute USA to add a new pay item to support habitual violator program, additional customer service hours, and additional support for the qualified veteran program.

Financing: Paid from Pay By Mail revenues

Staff Recommendation: Staff recommends approval of Amendment No. 3 to the agreement with Cofiroute USA, LLC to modify the Contractor Compensation Schedule.

Backup provided:

- Draft resolution
- Amendment No. 3 to the Cofiroute Agreement
- Attachment C - revised
- Attachment C.1 - new
- Presentation

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

RESOLUTION NO. 23-0XX

**APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH
COFIROUTE USA, LLC TO ADJUST COMPENSATION FOR PAY BY MAIL SERVICES
AND IMPLEMENT A NEW INCENTIVE PROGRAM**

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

WHEREAS, to distribute the cost of collections more evenly across all billing stages, the Mobility Authority desires to adjust Cofiroute’s share of tolls and administrative fees collected under the Agreement; and

WHEREAS, to increase revenue collection in the first 30 days of the billing cycle and encourage Cofiroute to provide an enhanced customer experience, the Mobility Authority desires to implement an incentive program with higher performance goals than specified in the current Agreement; and

WHEREAS, the Executive Director and Cofiroute have negotiated proposed Amendment No. 3 to the Agreement to adjust Cofiroute’s compensation and implement a new incentive program; and

WHEREAS, the Executive Director recommends that the Board approve proposed Amendment No. 3 to the Agreement in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFOR, BE IT RESOLVED that the proposed Amendment No. 3 to the Agreement with Cofiroute USA, LLC for Pay By Mail services is hereby approved, and the Executive Director is authorized to finalize and execute Amendment No. 3 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 25th day of January 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**AMENDMENT NO. 3
TO THE
AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING,
COLLECTIONS AND CUSTOMER SERVICE
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
COFIROUTE USA, LLC**

This Amendment is made this ____ day of _____, 2023 and amends that certain Agreement for Pay by Mail, Violations Processing, Collections and Customer Service between the Central Texas Regional Mobility Authority (“CTRMA”) and Cofiroute USA, LLC (“Cofiroute” or the “Contractor”), dated to be effective March 8, 2018 (the “Agreement”).

Pursuant to the authority granted by the CTRMA Board of Directors Resolution No.23-0 ___, dated January 25, 2023 and the parties to this Amendment No. 3, Articles 2 & 3 are amended as described below.

Article 2, COMPENSATION is amended to add the following paragraphs:

INCENTIVE PAYMENTS. In addition to the other forms of compensation for Contractor’s work provided for in this Article, Contractor will be eligible for incentive payments for meeting certain performance metrics provided in Appendix C.1 and Authority shall pay Contractor the incentive amounts listed in Appendix C.1 if Contractor meets or exceeds those performance metrics. The Authority and Contractor agree that these performance metrics will be revisited no less than bi-annually and adjustments made if applicable.

CLAUSE FOR OUTSIDE IMPACT. If Contractor can show, through root cause analysis, that any missed KPIs were caused, in part or in full, by events that were outside of Contractor’s control – including without limitation force majeure, interruption of necessary services, or the acts or omissions of the Agency or its agents, subcontractors, or representatives – then Contractor will have the right to request its performance based payment in an amount equal to the negative impacts that were determined through root cause analysis to be outside of Contractor’s control and the Agency shall negotiate with Contractor in good faith about this.

Article 3, TIME OF PERFORMANCE is hereby amended to read:

Attachment C of the Agreement is hereby amended to read in its entirety as described on page 3 of this Amendment.

A new Attachment C.1 is added to read in its entirety as described on page 4 of the Amendment.

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

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

COFIROUTE USA, LLC

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____

By: _____

Name: _____

Name: James M. Bass

Title: _____

Title: Executive Director

CTRMA-Cofiroute Agreement Amendment 3

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

Contract amendment pricing and incentives effective following amendment execution

<u>Pay Item</u>	<u>Description of Item</u>	<u>Unit</u>	<u>²Volume</u> (per month)	<u>Share of Fee</u> Proposed Price (USD)	<u>% of Toll Collected</u> Proposed Percentage (%)
1	Transactions Paid Prior to Notice Generation (plate-based pre-paid accounts, applied overpayments, etc.)	Transaction	0-150,000		10%
			150,001-300,000		10%
			>300,000		10%
2	Paid First Video Bill (paid prior to issuance of 1st Notice of Non-Payment or plate-based post-paid accounts)	One Paid Bill <i>(30 days of transactions)</i>	0-50,000	\$ 1.00	16%
			50,001-75,000	\$ 1.00	16%
			> 75,000	\$ 1.00	16%
3	Paid 1st Notice of Non-Payment (paid prior to issuance of Violation Notice)	One Paid Notice <i>(30 days of transactions)</i>	0-20,000	\$ 9.50	18%
			20,001-40,000	\$ 9.50	18%
			> 40,000	\$ 9.50	18%
4	Paid Violation Notice	One Paid Notice <i>(30 days of transactions)</i>	0-10,000	\$ 19.50	18%
			10,001-20,000	\$ 19.50	18%
			>20,000	\$ 19.50	18%
5	Paid in Collections	Each Transaction Paid	0-5,000	50%	25%
			5,001-10,000	50%	25%
			>10,000	50%	25%
<u>Pay Item</u>	<u>Description of Item</u>	<u>Unit</u>	<u>²Volume</u> (per month)	<u>Unit Price</u> Proposed Price (USD)	<u>% of Toll Collected</u> Proposed Percentage (%)
6	Image Review ¹	Transaction	0-3,000,000	NA	
			3,000,001-4,000,000	NA	
			>4,000,000	NA	
7	Court Packets	Packet	0-50	\$ 20.00	
			51-150	\$ 17.00	
			>150	\$ 15.00	
8	Legal Support (Liaisons)	Per Liaison	As Needed	\$ 16,360.00	
9	Non Sufficient Fund (NSF)	Per Paid Notice	Per Paid Notice	\$ 25.00	
10	Out of State Lookup (OOS)	Per Paid Notice	Per Paid Notice	\$ 1.00	
11	HV Cost	Determination Letter Sent	As Needed	\$ 15.00	

UPDATED 1/21/23

Attachment C.1 - Pay By Mail Pricing (INCENTIVE)

Contract amendment pricing and incentives effective following amendment execution

INCENTIVE METRICS	
Metric	Target
A. Collection / liquidation percentage within 30 days of invoicing	≥ 31%
B. Average customer satisfaction score (for customer service call survey responses)	96.50%
C. Average speed of answer (for customer and payment-related calls)	45 seconds
D. Average hold time	45 seconds
E. Average abandonment rate	5%
<i>i. If metrics not met, no incentive payment earned</i>	
<i>No penalty for missing incentive target</i>	

INCENTIVE PAYMENT APPROACH	
<i>Splits Cofiroute incentive into two incentive opportunities:</i>	
1. Cofiroute receives 2% additional on paid first video bill rate on toll for achieving:	
A. Collection / liquidation percentage within 30 days of invoicing	≥ 31%
B. Average customer satisfaction score (for customer service call survey responses)	96.50%
C. Average speed of answer (for customer and payment-related calls)	45 seconds
D. Average hold time	45 seconds
E. Average abandonment rate	5%
<i>i. Does not include previous month values into calculation of liquidation</i>	
<i>ii. New report generated to calculate liquidation based upon first TBN invoice date</i>	
2. Cofiroute receives an additional 2% (total 4%) on paid first video bill rate on toll for achieving:	
A. A collection / liquidation percentage within 30 days of invoicing	≥ 33%
<i>i. Does not include previous month values into calculation of liquidation</i>	
<i>ii. New report generated to calculate liquidation based upon first TBN invoice date</i>	
3. Incentive payments to be made monthly in arrears via separate direct invoice. Calculated on all paid TBN for the previous month.	

CTRMA - CUSA Contract Amendment Pricing Comparison

CTRMA-Cofiroute Agreement Amendment No. 3 Pricing Comparison - UPDATED

				CURRENT PRICING (REV 12/2018)		PROPOSED NEW PRICING (01/2023) - UPDATED		PROJECTED INCREASE - UPDATED	
Pay Item	Description of Item	Unit	Volume (per month)	\$ / % of Fee Collected	% of Toll Collected (%)	\$ / % of Fee Collected	% of Toll Collected (%)	Unit Price (USD)	% of Toll Collected (%)
1	Transactions Paid Prior to Notice Generation <i>(example: plate-based pre-paid accounts, applied overpayments, etc.)</i>	Transaction	0-150,000		18%		10%		-8%
			150,001-300,000		15%		10%	-5%	
			>300,000		10%		10%	0%	
2	Paid First Video Bill <i>(paid prior to issuance of 1st Notice of Non-Payment)</i>	One Paid Bill <i>(30 days of transactions)</i>	0-50,000	\$ 0.56	19%	\$ 1.00	16%	\$ 0.44	-3%
			50,001-75,000	\$ 0.56	19%	\$ 1.00	16%	\$ 0.44	-3%
			> 75,000	\$ 0.56	19%	\$ 1.00	16%	\$ 0.44	-3%
3	Paid 1st Notice of Non-Payment <i>(paid prior to issuance of Violation Notice)</i>	One Paid Notice <i>(30 days of transactions)</i>	0-20,000	\$ 2.59	14%	\$ 9.50	16%	\$ 6.91	2%
			20,001-40,000	\$ 2.59	14%	\$ 9.50	16%	\$ 6.91	2%
			> 40,000	\$ 2.59	14%	\$ 9.50	16%	\$ 6.91	2%
4	Paid Violation Notice	One Paid Notice <i>(30 days of transactions)</i>	0-10,000	\$ 6.10	10%	\$ 19.50	18%	\$ 13.40	8%
			10,001-20,000	\$ 6.10	10%	\$ 19.50	18%	\$ 13.40	8%
			>20,000	\$ 6.10	10%	\$ 19.50	18%	\$ 13.40	8%
5	Paid in Collections	Each Transaction Paid	0-5,000	\$ 3.52	0%	50%	25%	NA	25%
			5,001-10,000	\$ 3.52	0%	50%	25%	NA	25%
			>10,000	\$ 3.52	0%	50%	25%	NA	25%
6	Image Review	Transaction	0-3,000,000	NA		NA		NA	
			3,000,001-4,000,000	NA		NA		NA	
			>4,000,000	NA		NA		NA	
7	Court Packets	Packet	0-50	\$ 20.00		\$ 20.00		\$ -	
			51-150	\$ 17.00		\$ 17.00		\$ -	
			>150	\$ 15.00		\$ 15.00		\$ -	
8	Legal Support (Liaisons)	Per Liaison	As Needed	\$ 16,360.00		\$ 16,360.00		\$ -	
9	Insufficient Funds (NSF)	Per Paid Notice	Per Paid Notice	\$ 25.00		\$ 25.00		\$ -	
10	Out of State (OOS) Processing Fee	Per Paid Notice	Per Paid Notice	\$ 1.00		\$ 1.00		\$ -	
11	Habitual Violator Cost	Per Determination Letter Sent	As Needed	\$ 15.00		\$ 15.00		\$ -	



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM # 8

Discuss and consider approving a request to issue a request for proposals for information technology consulting services

Strategic Plan Relevance:	Stewardship, Innovation & Service
Department:	Information Technology
Contact:	Greg Mack, Director of IT and Toll Systems
Associated Costs:	Not Applicable
Funding Source:	Operating Budget
Action Requested:	Staff recommends approving the issuance of a Request for Proposals for IT consultant services.

Project Description/Background: The Mobility Authority has historically relied on General Engineering Consultant (GEC) subconsultants to provide its Information Technology (IT) services. The Mobility Authority would like to directly retain a firm to provide IT services.

Should the board approve this item; staff will release the Request for Proposals (RFP) publicly via Civcast, targeted for February. The Question and Answer period will follow the RFP release and conclude in March. Vendor responses will be due in April.

The evaluation team may suggest shortlisting the top-scoring respondents to proceed with interviews before making a final decision. Shortlist criteria will be based on Firm Experience, Team Organization and Qualifications, and Approach to Services scores, without reviewing pricing. If it is determined that a shortlist is to be used for interviews and final scoring, staff requests that the Executive Director be allowed to approve the shortlist.

Previous Actions & Brief History of the Program/Project: Sigma Information Group, Inc. is currently providing these services as a subconsultant through Atkins' GEC contract. If approved, this RFP process will allow the Mobility Authority to seek an IT services consultant to provide these services going forward.

Financing: Operations Budget

Action requested/Staff Recommendation: Staff recommends approving the issuance of a Request for Proposals for IT services with an allowance for an Executive Director approved shortlist.

Backup provided: Draft resolution

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

RESOLUTION NO. 23-0XX

**APPROVE THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR INFORMATION
TECHNOLOGY CONSULTANT SERVICES**

WHEREAS, the Mobility Authority currently receives information technology services (“IT Services”) through a subconsultant to the Mobility Authority’s general engineering consultant; and

WHEREAS, the Mobility Authority has an ongoing need for IT Services and Mobility Authority Information Technology Department staff have determined that it would be beneficial for the Mobility Authority to contract directly with a firm that provides these services; and

WHEREAS, in order to obtain the required IT services, the Executive Director recommends and requests that the Board authorize him to issue a request for proposals for IT Services with an allowance for an Executive Director approved shortlist.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the Executive Director to develop and issue a request for proposals for information technology services with an allowance for an Executive Director approved shortlist.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of January 2023.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #9
Quarterly Project Updates

Strategic Plan Relevance: Stewardship, Service & Safety
Department: Engineering
Contact: Mike Sexton, Acting Director of Engineering
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Project Description/Background:

Projects under construction:

- A. 183A Phase III Project.
- B. 183 North Mobility Project.
- C. MoPac Cemetery Tree Planting Project.
- D. Barton Skyway Ramp Relief Project.

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #10

Executive Director Report

Strategic Plan Relevance: Stewardship, Collaboration, Innovation, Service & Safety

Department: Executive

Contact: James M. Bass, Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Briefing and Board Discussion Only

Project Description/Background:

Executive Director Report.

- A. Issuance of a request for qualifications for investment advisory services.
- B. Briefing on tolling & billing processes.
- C. Agency performance metrics.
 - (i) Roadway performance
 - (ii) Call-Center performance
- D. 88th Legislative Session Update

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #11

Executive Session

Executive Session:

Discuss the sale, transfer, or exchange of one or more parcels or interests in real property owned by the Mobility Authority and related legal issues as authorized by §551.071 (Consultation with Attorney) and §551.072 (Deliberation Regarding Real Property) Closed Meeting).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #12

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

January 25, 2023
AGENDA ITEM #13

Executive Session

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #13

Executive Session

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #14

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

January 25, 2023
AGENDA ITEM #15

Adjourn Meeting

Adjourn Board Meeting.