



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, February 26, 2025

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 January 29, 2025 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. Authorizing the Executive Director and Executive Committee to take all actions necessary to obtain architectural services for the Mobility Authority's new headquarters building.

Regular Items

Items to discuss, consider, and take appropriate action.

5. Accept the unaudited financial statements for January 2025.
6. Approve and adopt the 2024 Annual Report.
7. Discuss and consider approving an agreement with HDR Engineering, Inc. for the schematic design and environmental study for the eastern extension of 290 Toll.

Briefings and Reports

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

8. Project updates.
 - A. 183A Phase III Project.
 - B. 183 North Project.
9. Executive Director Report.
 - A. Recent agency staff activities.
 - B. Agency roadway performance metrics.

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:

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

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

13. 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.

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.

Mobility Authority Board Meeting Agenda
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(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

February 26, 2025
AGENDA ITEM #1

Welcome and opportunity for public
comment

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025 AGENDA ITEM #2

Approve the minutes from the
January 29, 2025 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 January 29, 2025 Regular Board Meeting.

Backup provided: Draft January 29, 2025 Regular Board Meeting minutes.

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

Wednesday, January 29, 2025
9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted January 24, 2025, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Chairman Jenkins, Vice Chair Nikelle Meade**, Board Members David Singleton, Mike Doss*, and Ben Thompson were present.

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

<https://mobilityauthority.new.swagit.com/videos/327085>

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.

Sara Hutson, Mayor Pro Tem, City of Rollingwood provided comments.
Phil McDuffee, Council Member, City of Rollingwood provided comments.
Bill Bunch, Save Our Springs, provided comments.

Consent Agenda

2. Approve the minutes from the December 18, 2024 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. 25-001

4. Approve an agreement with Elecnor Belco Electric, Inc. for metal beam guard fence replacement and intelligent transportation system cabinet upgrades on 290 Toll.

ADOPTED AS: RESOLUTION NO. 25-002

5. Approve an agreement with Aaron Concrete Contractors, LLC for wall repair on 290 Toll.

ADOPTED AS: RESOLUTION NO. 25-003

MOTION: Approve Item Nos. 2 through 5.

RESULT: Approved (Unanimous); 4-0

MOTION: Nikelle Meade

SECONDED BY: David Singleton

AYE: Jenkins, Meade, Singleton, Thompson

NAY: None.

Regular Items

6. Accept the financial statements for November 2024 and December 2024.

Presentation by Jose Hernandez, Chief Financial Officer and James Bass, Executive Director.

*Note: Mike Doss arrived at the dais at 9:17 a.m.

MOTION: Accept the financial statements for November 2024 and December 2024.

RESULT: Approved (Unanimous); 5-0

MOTION: David Singleton

SECONDED BY: Ben Thompson

AYE: Doss, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 25-004

Briefings and Reports

7. Quarterly Reports.

Presentation by Mike Sexton, Director of Engineering.

- A. 183A Phase III Project.
 - B. 183 North Mobility Project.
8. Executive Director Report.

Presentation by James Bass, Executive Director.

- A. Recent agency staff activities.
- B. Agency roadway performance metrics.
- C. TxTag's transition of toll processing to the Harris County Toll Road Authority.

Presentation by Tracie Brown, Director of Operations.

- D. Update on MoPac South Project Open House No. 6 and Texas Department of Transportation's role in the National Environmental Policy Act (NEPA) process.

Presentation by Mike Sexton, Director of Engineering and Doug Booher, Director of Environmental Affairs Division, Texas Department of Transportation.

Executive Session

Chairman Jenkins announced in open session at 10:37 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 9. Discuss the acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues including the pending litigation to acquire Parcel 129E (described in Item 14 below), pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).
- 10. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 11. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).

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

After completing the executive session, the Board reconvened in open meeting at 11:05 a.m.

****Note:** Nikelle Meade did not return to the dais following executive session.

Regular Items

13. Discuss and consider authorizing the Executive Director to take appropriate action regarding pending litigation for the acquisition of Parcel 129E, described below, including to negotiate and execute a settlement agreement, if possible:

- A. Parcel 129E of the 183 South (Bergstrom Expressway) Project, a drainage and detention easement taking of approximately 3.874 acres, from approximately 109.65 acres of real estate, owned by RIC (Austin) LLC, and located at 3443 Ed Bluestein Blvd., Austin, TX 78721

MOTION: The CTRMA authorizes the Executive Director to negotiate and execute a settlement agreement, if possible, in an amount not to exceed \$2,050,000 to resolve pending litigation and to acquire an easement taking of approximately 3.874 acres from approximately 109.65 acres of real estate **owned by RIC (AUSTIN) LLC**, and located at 3443 Ed Bluestein Boulevard, Austin, Texas 78721 Travis County, for public use related to the expansion, construction, operation, and maintenance of Highway 183 South (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

RESULT: Approved (Unanimous); 4-0

MOTION: David Singleton

SECONDED BY: Ben Thompson

AYE: Doss, Jenkins, Singleton, Thompson

NAY: None.

ADOPTED AS: **RESOLUTION NO. 25-005**

14. Adjourn meeting.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 11:07 a.m.



February 26, 2025 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.

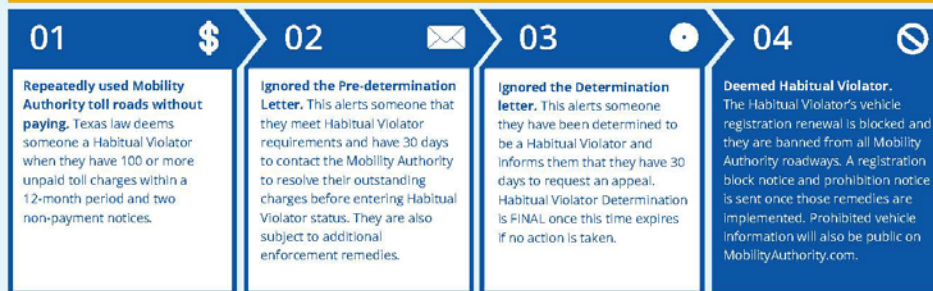
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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.

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

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

RESOLUTION NO. 25-0XX

**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 February 26, 2025; 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 26th day of February 2025.

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)



February 26, 2025 AGENDA ITEM #4

Authorizing the Executive Director
and Executive Committee to take all
actions necessary to obtain
architectural services for the Mobility
Authority's new headquarters building

Strategic Plan Relevance:	Stewardship
Department:	Executive
Contact:	James M. Bass, Executive Director
Associated Costs:	To be determined
Funding Source:	FY 2025 Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Central Texas Regional Mobility Authority (CTRMA or the Authority) has purchased a long-term real estate solution for the organization via the acquisition of a freestanding office building within the Austin metropolitan area. CTRMA completed the property purchase in December 2024. Upon securing ownership, the Authority has provided for certain ongoing maintenance activities consistent with the prudent ownership of a freestanding office building, including engaging a property manager. The Authority is now embarking on the redesign of the property to facilitate occupancy by staff and to serve as a Board meeting location. The next step in this process is to procure architectural services to develop a plan for the retrofit of the building and property.

The redesign of the building will require immediate attention by CTRMA to assure a move-in date by the end of the lease term in the current leased space. To facilitate the timely engagement of an architectural firm, authorizing the Executive Director to negotiate an agreement for approval by the CTRMA Executive Committee is recommended.

Previous Actions & Brief History of the Program/Project: Having officed in leased space since its inception, the Authority has considered purchasing or building a new location for the CTRMA headquarters in lieu of leasing as a more long-term economical means for

office space. The Executive Director informed the board of the procurement of a real estate consultant service at the June 26, 2023 board meeting. After evaluating several properties, the Authority staff narrowed the search to a property that best meets the organization's future space needs. On June 26, 2024 the Board authorized the Executive Director to pursue all diligence actions necessary to investigate the contemplated for purchase, including building construction integrity and adequacy of the mechanical systems. The purchase of the future CTRMA headquarters was completed on December 30, 2024.

Financing: FY25 Operating Budget – due to a staff vacancy, funding is available within the Administration department operating budget to pay for the services of an architectural firm to redesign the CTRMA headquarters building.

Action requested/Staff Recommendation: Approve amending the December 18, 2024 resolution to include architectural services as one of the activities necessary to occupy, operate, manage and maintain a new headquarters building.

Backup provided: Draft Resolution

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

RESOLUTION NO. 25-0XX

**AUTHORIZING THE EXECUTIVE DIRECTOR AND EXECUTIVE COMMITTEE TO TAKE
ALL ACTIONS NECESSARY TO OBTAIN ARCHITECTURAL SERVICES FOR THE
MOBILITY AUTHORITY'S HEADQUARTERS BUILDING**

WHEREAS, on December 30, 2024, the Mobility Authority acquired a freestanding office building within the Austin area to serve as the Mobility Authority's headquarters (the "Headquarters Building"); and

WHEREAS, by Resolution No. 24-081 dated December 18, 2024, The Mobility Authority's Board of Directors ("Board") (1) authorized the Executive Director to take certain actions associated with occupying and maintaining the Headquarters Building (the "Ownership Responsibilities"), and (2) delegated authority to the Executive Committee to approve certain expenditures and waive provisions of the Policy Code related to procuring services for the Ownership Responsibilities; and

WHEREAS, in the course of planning the Mobility Authority's relocation to the Headquarters Building, the Executive Director determined that architectural services not originally contemplated in Resolution No. 24-081 would be valuable to maximize the office aesthetics, functional workspace and meeting space at the Headquarters Building to the benefit of the Mobility Authority staff and other individuals that may occupy and/or visit the Headquarters Building; and

WHEREAS, the Executive Director requests that the Board approve the addition of architectural services to the Ownership Responsibilities identified in Resolution No. 24-081 and authorize himself and the Executive Committee to treat the architectural services in the same manner as the Ownership Responsibilities identified in Resolution No. 24-081.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the addition of architectural services to the Ownership Responsibilities identified in Resolution No. 24-081; and

BE IT FURTHER RESOLVED that the Board hereby authorizes the Executive Director and the Executive Committee to take the same actions with respect to architectural services for the Headquarters Building as were authorized for the Ownership Responsibilities pursuant to Resolution No. 24-081.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of February 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025 AGENDA ITEM #5

Accept the unaudited financial
statements for January 2025

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 unaudited financial statements for January 2025.

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

Financing: N/A

Action requested/Staff Recommendation: Accept the unaudited financial statements for January 2025.

Backup provided: Draft Resolution
Draft unaudited financial statements for January 2025

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

RESOLUTION NO. 25-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JANUARY 2025

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 January 2025 and has caused the unaudited financial statements to be prepared and attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for January 2025, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of February 2025.

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
Income Statement
For the Period Ending January 31, 2025

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	178,100,000	101,156,122	56.80%	90,915,619
Video Tolls	67,500,000	36,568,024	54.17%	33,898,583
Fee Revenue	13,200,000	8,781,094	66.52%	7,396,112
Total Operating Revenue	258,800,000	146,505,240	56.61%	132,210,314
Other Revenue				
Interest Income	43,025,800	27,060,508	62.89%	28,267,905
Grant Revenue	595,467	595,467	100.00%	179,310
Misc Revenue	100,000	11,861	11.86%	9,347
Headquarters Rent Revenue	-	51,762	-	-
Gain/Loss on Investments	-	79,742	-	-
Unrealized Gain/Loss	-	123,484	-	-
Total Other Revenue	43,721,267	27,922,824	63.87%	28,456,562
TOTAL REVENUE	302,521,267	174,428,064	57.66%	160,666,876
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	4,994,532	2,455,256	49.16%	2,383,807
Salary Reserve	80,000	-	-	-
TCDRS	1,142,301	683,890	59.87%	1,139,615
FICA	257,234	107,827	41.92%	102,496
FICA MED	72,421	35,173	48.57%	34,529
Health Insurance Expense	586,073	291,751	49.78%	267,780
Life Insurance Expense	3,249	1,578	48.57%	1,928
Auto Allowance Expense	10,200	5,695	55.83%	5,695
Other Benefits	204,671	85,150	41.60%	75,106
Unemployment Taxes	5,760	3,042	52.82%	-
Total Salaries and Benefits	7,356,441	3,669,362	49.88%	4,010,955
Administrative				
Administrative and Office Expenses				
Accounting	9,500	5,584	58.78%	5,046
Auditing	270,000	195,713	72.49%	133,467
Financial Advisors	200,000	93,600	46.80%	97,200
Human Resources	100,000	9,012	9.01%	1,199
Legal	60,000	19,287	32.15%	8,437
IT Services	365,000	239,848	65.71%	107,470
Software Licenses	1,573,150	1,393,328	88.57%	980,142
Cell Phones	34,900	12,336	35.35%	16,476
Local Telephone Service	2,200	1,501	68.22%	1,273

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending January 31, 2025

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Overnight Delivery Services	200	17	8.65%	-
Copy Machine	15,300	8,904	58.20%	8,904
Repair & Maintenance-General	10,000	-	-	10,339
Meeting Facilities	2,500	-	-	-
Community Meeting / Events	-	-	-	5,050
Meeting Expense	13,750	6,934	50.43%	5,017
Toll Tag Expense	3,000	500	16.67%	300
Parking / Local Ride Share	2,500	227	9.07%	88
Mileage Reimbursement	4,600	509	11.06%	539
Insurance Expense	1,301,000	566,114	43.51%	376,865
Rent Expense	992,200	435,486	43.89%	301,884
Building Parking	3,500	1,057	30.19%	432
Total Legal Services	458,000	78,700	17.18%	252,988
Total Administrative and Office Expenses	5,421,300	3,068,658	56.60%	2,313,115
Office Supplies				
Books & Publications	5,250	2,086	39.73%	2,237
Office Supplies	5,250	1,024	19.51%	431
Misc Office Equipment	4,500	-	-	989
Computer Supplies	201,850	13,890	6.88%	57,193
Copy Supplies	750	-	-	-
Other Reports - Printing	500	-	-	43
Office Supplies - Printed	3,500	2,394	68.39%	1,922
Postage Expense	900	297	33.01%	597
Total Office Supplies	222,500	19,691	8.85%	63,412
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	240,000	41,881	17.45%	269,656
Research Services	210,000	11,900	5.67%	-
Communications and Marketing	500,000	182,775	36.56%	28,990
Media Planning and Placement	1,225,000	690,896	56.40%	182,260
Direct Mail Production	60,000	-	-	-
TV and Video Production	250,000	59,695	23.88%	-
Photography	25,000	850	3.40%	885
Radio Production	50,000	-	-	-
Other Public Relations	20,000	13,421	67.11%	5,000
Promotional Items	20,000	2,248	11.24%	2,867
Printing	80,000	-	-	-
Other Communication Expenses	15,000	32,119	214.12%	-
Total Communications and Public Relations	2,770,000	1,035,784	37.39%	489,658

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending January 31, 2025

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Employee Development				
Subscriptions	1,250	139	11.12%	139
Agency Memberships	88,300	50,394	57.07%	48,327
Continuing Education	14,800	2,475	16.72%	500
Professional Development	21,400	3,450	16.12%	2,289
Other Licenses	2,000	537	26.85%	197
Seminars and Conferences	70,300	6,780	9.64%	5,570
Travel	107,000	26,628	24.89%	27,317
Total Employee Development	305,050	90,403	29.64%	84,338
Financing and Banking Fees				
Trustee Fees	75,000	38,000	50.67%	39,500
Bank Fee Expense	6,500	3,802	58.49%	3,786
Continuing Disclosure	10,000	2,700	27.00%	9,903
Arbitrage Rebate Calculation	16,500	15,400	93.33%	16,105
Rating Agency Expense	50,000	46,000	92.00%	45,000
Total Financing and Banking Fees	158,000	105,902	67.03%	114,293
Total Administrative	8,876,850	4,320,437	48.67%	3,064,817
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	1,568,659	536,029	34.17%	413,167
GEC-Financial Planning Support	300,000	160,433	53.48%	156,112
GEC-Toll Ops Support	1,142,136	1,176,311	102.99%	451,435
GEC-Roadway Ops Support	1,515,000	609,391	40.22%	435,430
GEC-Technology Support	804,962	365,478	45.40%	496,701
GEC-Public Information Support	200,000	126,522	63.26%	106,637
GEC-General Support	2,226,000	821,840	36.92%	619,971
General System Consultant	2,307,274	1,083,925	46.98%	516,790
Traffic Modeling	125,000	-	-	-
Traffic and Revenue Consultant	1,200,000	440,926	36.74%	264,793
Total Operations and Maintenance Consulting	11,389,031	5,320,855	46.72%	3,461,035
Roadway Operations and Maintenance				
Roadway Maintenance	4,169,031	1,762,926	42.29%	1,848,357
Landscape Maintenance	3,249,260	1,368,035	42.10%	1,616,353
Signal & Illumination Maint	25,000	-	-	-
Maintenance Supplies-Roadway	400,000	34,445	8.61%	48,337
Tools & Equipment Expense	-	1,260	-	20
Gasoline	30,000	8,147	27.16%	10,463
Repair & Maintenance - Vehicles	10,000	6,772	67.72%	3,262

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending January 31, 2025

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Natural Gas	7,500	5,813	77.51%	10,204
Electricity - Roadways	300,000	167,904	55.97%	158,219
Total Roadway Operations and Maintenance	8,190,791	3,355,302	40.96%	3,695,216
Toll Processing and Collection Expense				
Image Processing	3,300,000	1,240,579	37.59%	1,571,570
Tag Collection Fees	12,675,000	6,826,748	53.86%	6,301,038
Court Enforcement Costs	160,000	-	-	-
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	16,635,000	8,067,327	48.50%	7,872,608
Toll Operations Expense Generator				
Fuel	3,000	523	17.44%	1,072
Fire & Burglar Alarm	500	288	57.57%	288
Refuse	2,360	1,213	51.39%	1,163
Telecommunications	100,000	103,812	103.81%	83,942
Water - Irrigation	7,500	5,358	71.44%	5,522
Electricity	750	379	50.51%	452
ETC Spare Parts Expense	150,000	148,815	99.21%	118,576
Repair & Maintenance Toll Equip	100,000	-	-	65,066
Law Enforcement	725,000	278,757	38.45%	273,786
ETC Maintenance Contract	6,450,000	2,541,468	39.40%	3,295,833
Transaction Processing Maintenance Contract	2,000,000	1,065,000	53.25%	1,022,480
ETC Toll Management Center System Operation	1,338,822	424,511	31.71%	481,038
ETC Development	456,000	46,900	10.29%	79,241
ETC Testing	50,000	-	-	-
Total Toll Operations Expense	11,383,932	4,617,024	40.56%	5,428,461
Total Operations and Maintenance	47,598,754	21,360,508	44.88%	20,457,320
Other Expenses				
Special Projects and Contingencies				
HERO	711,621	86,001	12.09%	93,439
Special Projects	50,000	-	-	-
Disbursement Other Government - Travis County	-	274,254	-	-
71 Express Interest Expense	6,750,000	1,007,591	14.93%	1,107,067
Customer Relations	10,000	-	-	-
Technology Initiatives	100,000	-	-	-
Other Contractual Svcs	390,000	103,500	26.54%	104,500
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	8,211,621	1,471,347	17.92%	1,305,006
TOTAL OPERATING EXPENSE	72,043,666	30,821,654	42.78%	28,838,098

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending January 31, 2025

	Budget Amount FY 2025	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	13,000,000	852,416	6.56%	-
Amortization Expense - Software	-	-	-	8,466
Amortization Expense - Right to Use Asset - Lea	515,000	300,272	58.31%	128,688
Amortization Expense - Refundings	6,600,000	3,885,218	58.87%	3,621,195
Subtotal Amortization Expense	20,115,000	5,037,906	25.05%	3,758,349
Depreciation Expense				
Dep Expense - Equipment	-	-	-	363,245
Dep Expense - Autos & Trucks	31,000	16,472	53.13%	17,739
Dep Expense - Building & Toll Facility	180,000	103,103	57.28%	103,103
Dep Expense - Highways & Bridges	53,500,000	30,638,460	57.27%	30,145,409
Dep Expense - Toll Equipment	13,640,000	1,978,779	14.51%	1,771,822
Dep Expense - Signs	1,830,000	566,235	30.94%	705,223
Dep Expense - Land Improvements	545,000	316,355	58.05%	343,937
Undevelopable Projects	-	-	-	(1,570)
Subtotal Depreciation Expense	69,726,000	33,619,405	48.22%	33,448,907
Total Non Cash Expenses	89,841,000	38,657,311	43.03%	37,207,256
Non Operating Expenses				
Interest Expense - Debt Obligations	109,112,756	55,819,560	51.16%	46,573,892
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	6,000,000
Headquarters Expenses	-	4,185	-	-
Community Initiatives	600,000	186,791	31.13%	5,000
Total Non Operating Expenses	119,712,756	66,010,536	55.14%	52,578,892
TOTAL EXPENSES	281,597,422	135,489,501	48.11%	118,624,245
Net Income	20,923,845	38,938,563		42,042,630

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2025

		as of 01/31/2025	as of 01/31/2024
ASSETS			
Current Assets			
Cash			
Regions Operating Account		85,521	15,998
Cash in TexStar		4,643,467	889,514
Regions Payroll Account		116,803	109,426
Restricted Cash			
Goldman Sachs FSGF 465		440,030,047	374,481,474
Restricted Cash - TexSTAR		28,069,790	59,343,177
Treasury SLGS		173,895,702	-
Non-System Cash			
Headquarters Operating Account		3,357	-
Headquarters Security Deposits		45,802	-
Headquarters Property Management		46,263	-
Total Cash and Cash Equivalents		646,936,752	434,839,589
Accounts Receivables			
Accounts Receivable - Net		6,978,995	5,125,449
Due From Other Agencies		586,235	360,522
Due From TTA		-	560,488
Due From NTTA		1,834,759	1,528,427
Due From HCTRA		10,612,654	2,275,284
Due From TxDOT		991,233	1,467,763
Due From Other Funds		1,511,224	-
Interest Receivable		814,390	576,951
Total Receivables		23,329,489	11,894,884
Short Term Investments			
Treasuries		11,882,736	224,312,531
Agencies		119,639,927	339,998,036
Total Short Term Investments		131,522,663	564,310,567
Total Current Assets		801,788,904	1,011,045,040
Construction in Progress			
		596,920,540	446,304,567

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2025

	as of 01/31/2025	as of 01/31/2024
Capital Assets (Net of Depreciation and Amortization)		
Depreciable Assets		
Equipment	-	1,037,843
Autos and Trucks	61,699	29,142
Buildings and Toll Facilities	17,289,412	4,126,858
Highways and Bridges	1,650,358,728	1,696,024,645
Toll Equipment	24,399,219	17,269,840
Signs	10,924,172	11,057,710
Land Improvements	4,428,074	4,970,397
Right of way	88,149,606	88,149,606
Intangible Assets		
Intangible Software	5,123,257	-
Right to Use Assets		
Leases	643,441	1,158,193
Total Fixed Assets	1,801,377,608	1,823,824,236
Other Assets		
Intangible Assets-Net	158,850,156	165,192,538
Prepaid Insurance	658,578	461,980
Prepaid - Headquarters Lease Rent	13,939	-
Deferred Outflows (pension related)	2,384,338	2,738,023
Pension Asset	-	1,046,634
Total Other Assets	161,907,011	169,439,175
Total Assets	3,361,994,063	3,450,613,018
LIABILITIES		
Current Liabilities		
Accounts Payable	7,871,448	20,899,445
Construction Payable	-	9,713,260
Headquarters Security Deposits Payable	45,802	-
Interest Payable	6,746,151	7,299,949
Due to other Funds	1,511,224	-
TCDRS Payable	90,749	63,663
Due to other Agencies	14,243	7,624
Due to TTA	-	634,852
Due to HCTRA	719,405	153,565
Due to Other Entities	-	118,029
71E TxDOT Obligation - ST	1,715,248	6,544,570
Total Current Liabilities	18,714,270	45,434,958

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2025

	as of 01/31/2025	as of 01/31/2024
Long Term Liabilities		
Compensated Absences	222,277	222,277
Right to Use Obligations - Lease	949,904	1,286,881
Deferred Inflows (pension related)	1,192,688	1,378,935
Pension Liability	1,971,627	-
Long Term Payables	4,336,496	2,888,093
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	103,015,707	98,592,443
Senior Lien Revenue Bonds 2011	6,942,519	9,542,723
Senior Lien Revenue Bonds 2015	9,000,000	10,000,000
Senior Lien Refunding Revenue Bonds 2016	42,940,000	47,045,000
Senior Lien Revenue Bonds 2018	43,345,000	44,345,000
Senior Lien Revenue Bonds 2020A	50,265,000	50,265,000
Senior Lien Refunding Bonds 2020B	53,610,000	54,305,000
Senior Lien Refunding Bonds 2020C	128,105,000	133,210,000
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	273,125,000	274,150,000
Senior Lien Refunding Bonds 2021E	326,360,000	329,545,000
Senior Lien Premium 2016 Revenue Bonds	5,805,528	6,402,307
Sn Lien Revenue Bond Premium 2018	2,462,779	2,727,717
Senior Lien Revenue Bond Premium 2020A	10,772,256	11,037,139
Senior Lien Refunding Bond Premium 2020B	10,389,378	10,924,453
Senior Lien Revenue Bonds Premium 2020E	21,424,507	23,139,893
Senior Lien Revenue Bonds Premium 2021B	51,969,989	52,579,505
Senior Lien Refunding Bonds Premium 2021D	43,033,175	43,480,371
Total Senior Lien Revenue Bonds	1,604,800,838	1,623,526,552
Sub Lien Revenue Bonds:		
Sub Lien Refunding Bonds 2016	66,285,000	69,055,000
Sub Lien Refunding Bonds 2020D	89,345,000	93,430,000
Subordinated Lien BANs 2020F	-	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 2016 Prem/Disc	3,837,622	4,542,769
Subordinated Lien BANs 2020F Premium	-	3,669,293
Subordinated Lien Refunding Bonds Premium 2020G	6,124,626	6,528,597
Sub Lien BANS 2021C Premium	14,589,048	22,200,726
Total Sub Lien Revenue Bonds	485,936,296	616,056,385

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2025

as of 01/31/2025 as of 01/31/2024

Other Obligations

TIFIA Note 2021 - 183S	322,354,437	322,025,793
TIFIA Note 2021 - 290E	41,088,581	41,046,691
71E TxDOT Obligation - LT	47,253,089	49,167,292
Regions 2022 MoPac Loan	22,490,900	23,765,900

Total Other Obligations	433,187,007	436,005,676
Total Long Term Liabilities	2,528,260,637	2,678,476,706
Total Liabilities	2,546,974,907	2,723,911,663

NET ASSETS

Contributed Capital	-	121,462,104
Net Assets Beginning	776,080,594	563,196,620
Current Year Operations	38,938,563	42,042,630
Total Net Assets	815,019,157	726,701,354

Total Liabilities and Net Assets	3,361,994,064	3,450,613,018
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Central Texas Regional Mobility Authority
Statement of Cash Flow
as of January 2025

Cash flows from operating activities:

Receipts from toll revenues	155,235,732
Receipts from other sources	862,316
Payments to vendors	(72,874,712)
Payments to employees	(3,679,259)
Net cash flows provided by (used in) operating activities	<u>79,544,077</u>

Cash flows from capital and related financing activities:

Payment on Intangible assets	(3,885,218)
Interest Expense	(92,908,102)
Payments on bonds / loans	(146,288,748)
RIF Contribution	(10,000,000)
Acquisition of capital assets - non project	(18,548,868)
Acquisitions of construction in progress	(83,626,734)
Net cash flows provided by (used in) capital and related financing activities	<u>(355,257,671)</u>

Cash flows from investing activities:

Interest income	26,795,268
Purchase of investments	101,503,973
Net cash flows provided by (used in) investing activities	<u>128,299,242</u>

Net increase (decrease) in cash and cash equivalents	(147,414,353)
Cash and cash equivalents at beginning of period	817,680,594
Cash and cash equivalents at end of period	<u>670,266,241</u>

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

Operating income	38,938,563
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	38,657,311
Changes in assets and liabilities:	
Decrease in accounts receivable	8,730,492
Increase in prepaid expenses and other assets	(672,517)
Decrease in accrued expenses	(35,055,615)
Decrease in Interest expense	56,006,351
Increase in interest receivable	(27,060,508)
Total adjustments	<u>40,605,514</u>
Net cash flows provided by (used in) operating activities	<u>79,544,077</u>

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	202,166,404
Restricted cash and cash equivalents	468,099,837
Total	<u>670,266,241</u>

CTRMA INVESTMENT REPORT
Month Ending January 31, 2025

	Balance 1/1/2025	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 1/31/2025	Rate January '25
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	-					-	4.39%
2013 Sub Lien Debt Service Reserve	623,781.92	2,325.24				626,107.16	4.39%
General Fund	10,340,198.86	38,544.91				10,378,743.77	4.39%
Trustee Operating Fund	21,317,179.96	69,558.55		(7,500,000.00)		13,886,738.51	4.39%
Renewal and Replacement	8.70					8.70	4.39%
TxDOT Grant Fund	510,822.53	1,904.18				512,726.71	4.39%
Senior Lien Debt Service Reserve Fund	434,169.14	1,618.45				435,787.59	4.39%
2015 Senior Series B Project	393,200.35	1,465.71				394,666.06	4.39%
2015C TIFIA Project acct	781,154.47	2,911.88				784,066.35	4.39%
2018 290E III Senior Project	1,047,042.45	3,903.04				1,050,945.49	4.39%
	35,447,558.38	122,231.96	-	(7,500,000.00)	-	28,069,790.34	
Amount in TexStar Operating Fund							
	1,911,151.09	7,315.59		7,500,000.00	4,775,000.00	4,643,466.68	4.39%
Goldman Sachs							
Operating Fund	5,211,500.45	19,405.95	150,149.37		601.63	5,380,454.14	4.62%
2020A Senior Lien Debt Service Account	1,256,625.00	4,057.26		302,927.96	1,256,625.00	306,985.22	4.62%
2020B Senior Lien Debt Service Fund	2,008,525.00	6,710.14		275,739.98	2,008,525.00	282,450.12	4.62%
2020C Senior Lien Debt Service Fund	6,959,429.99	24,124.24		825,987.02	6,959,429.99	850,111.26	4.62%
2020D Sub Lien Debt Service Fund	5,527,634.29	19,167.20		577,384.03	5,527,634.29	596,551.23	4.62%
2020D Sub Debt Service Reserve Fund	9,119,388.80	10,053.49				9,129,442.29	4.62%
2020E Sr Lien Project	80,519,176.14	307,360.53			4,125,505.82	76,701,030.85	4.62%
2020E Sr Ln Project Cap I	8,487,024.64	32,246.60		(3,718,700.00)		4,800,571.24	4.62%
2020E Sr Lien Debt Service	-			3,718,700.00	3,718,700.00	-	4.62%
2020F Sub Lien Debt Service Fund	113,646,875.00	22,820.44			113,646,875.00	22,820.44	4.62%
2020G Sub Lien Debt Service Acct	1,276,300.00	4,120.04		212,029.99	1,276,300.00	216,150.03	4.62%
2020G Sub Debt Service Reserve Fund	4,474,224.94	4,702.00				4,478,926.94	4.62%
2021A TIFIA Sub Lien Debt Serv Reserve	22,000,117.63	22,100.37				22,022,218.00	4.62%
2021A TIFIA Sub Lien Debt Service Acct 183S	4,548,641.51	2,512.63		498,183.00	4,014,482.23	1,034,854.91	4.62%
2021A TIFIA Sub Lien Debt Service Acct Manor	-			74,710.00		74,710.00	4.62%
2021B Senior Lien Cap I Project Fund	26,497,567.60	100,677.97		(5,866,900.00)		20,731,345.57	4.62%
2021B Senior Lien Project	259,270.77	1,187.37	24,500,000.00		23,683,052.43	1,077,405.71	4.62%
2021B Senior Lien Cap I Debt Service	-			5,866,900.00	5,866,900.00	-	4.62%
2021B Senior Lien Cap I Debt Service Acct	9,589.96	36.43				9,626.39	4.62%
2021C Sub Lien Cap I Project Fund	1,494.15	5.68				1,499.83	4.62%
2021C Sub Lien Project	15,357,478.74	58,351.01		(8,856,641.02)		6,559,188.73	4.62%
2021C Sub Lien Debt Service Fund	6,104,625.00	19,705.82		1,014,153.20	6,104,625.00	1,033,859.02	4.62%
2021D Senior Lien Debt Service Fund	6,109,500.00	19,895.87		971,079.86	6,109,500.00	990,975.73	4.62%
2021E Senior Lien Debt Service Fund	8,038,859.21	26,987.18		1,070,102.03	8,038,859.21	1,097,089.21	4.62%
2010 Senior DSF	9,000,000.00	30,051.18		907,495.74	9,000,000.00	937,546.92	4.62%
2011 Senior Lien Debt Service Acct	7,455,000.00	25,284.98		234,142.92	7,455,000.00	259,427.90	4.62%
2013 Senior Lien Debt Service Fund	44,948.48	170.80				45,119.28	4.62%
2013 Sub Debt Service Reserve Fund	251,124.55	954.27				252,078.82	4.62%
2013 Subordinate Debt Service Fund	35,375.89	134.43				35,510.32	4.62%
2015A Sr Lien Debt Service	3,097,757.07	21,483.26			1,250,000.00	1,869,240.33	4.62%
2015B Project	4,855,518.45	18,490.65			227,644.07	4,646,365.03	4.62%
2015C TIFIA Project	2,098,203.02	5,537.48				2,103,740.50	4.62%
2016 Sr Lien Rev Refunding Debt Service	6,449,781.90	33,703.30		391,196.22	5,052,893.75	1,821,787.67	4.62%
2016 Sub Lien Rev Refunding Debt Service	4,326,631.25	14,865.12		491,669.36	4,326,631.25	506,534.48	4.62%
2016 Sub Lien Rev Refunding DSR	7,858,116.80	8,357.32				7,866,474.12	4.62%
2018 Senior Debt Service Fund 290E III	2,108,625.00	7,132.12		266,498.81	2,108,625.00	273,630.93	4.62%
2018 290E III Senior Project	7,860,825.79	38,506.66			46,778.89	7,852,553.56	4.62%
TxDOT Grant Fund	794,873.38	2,104.11				796,977.49	4.62%
TxDOT Reimb - US 183N 4th GP Lane	-		8,628,165.67	8,856,641.02		17,484,806.69	4.62%
Renewal and Replacement	1.93	0.01		67,500.00	67,497.44	4.50	4.62%
Revenue Fund	4,388,997.00	37,011.05	24,394,988.29	(15,306,663.25)		13,514,333.09	4.62%
General Fund	74,280,109.41	458,341.19	286,004.06	4,321,496.00	547,360.59	78,798,590.07	4.62%
Senior Lien Debt Service Reserve Fund	100,433,685.59	128,497.44				100,562,183.03	4.62%
71E Revenue Fund	12,929,511.79	48,078.80	486,278.97	903,198.14	204,604.11	14,162,463.59	4.62%
MoPac Revenue Fund	124,049.69	2,778.28	581,047.44	(607,735.11)		100,140.30	4.62%
MoPac General Fund	15,199,656.61	55,415.06		1,932,305.44		17,187,377.11	4.62%
MoPac Operating Fund	3,634,528.48	12,525.16	149,992.52	400,000.00	607,561.61	3,589,484.55	4.62%
MoPac Loan Repayment Fund	1,101,204.60	3,702.73		176,598.66	365,552.10	915,953.89	4.62%
	595,742,375.50	1,659,353.62	59,176,626.32	-	223,597,764.41	432,980,591.03	
Amount in Fed Agencies and Treasuries							
Amortized Principal	131,522,662.92					131,522,662.92	
Certificates of Deposit							
Total in Pools - TxStar	37,358,709.47	129,547.55	-	-	4,775,000.00	32,713,257.02	
Total in GS FSGF	595,742,375.50	1,659,353.62	59,176,626.32	-	223,597,764.41	432,980,591.03	
Total in Treasury SLGS	245,000,000.00	5,795,702.18	-	-	76,900,000.00	173,895,702.18	
Total in Fed Agencies and Treasuries	131,522,662.92	-	-	-	-	131,522,662.92	
Total Invested	1,009,623,747.89	7,584,603.35	59,176,626.32	-	305,272,764.41	771,112,213.15	

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

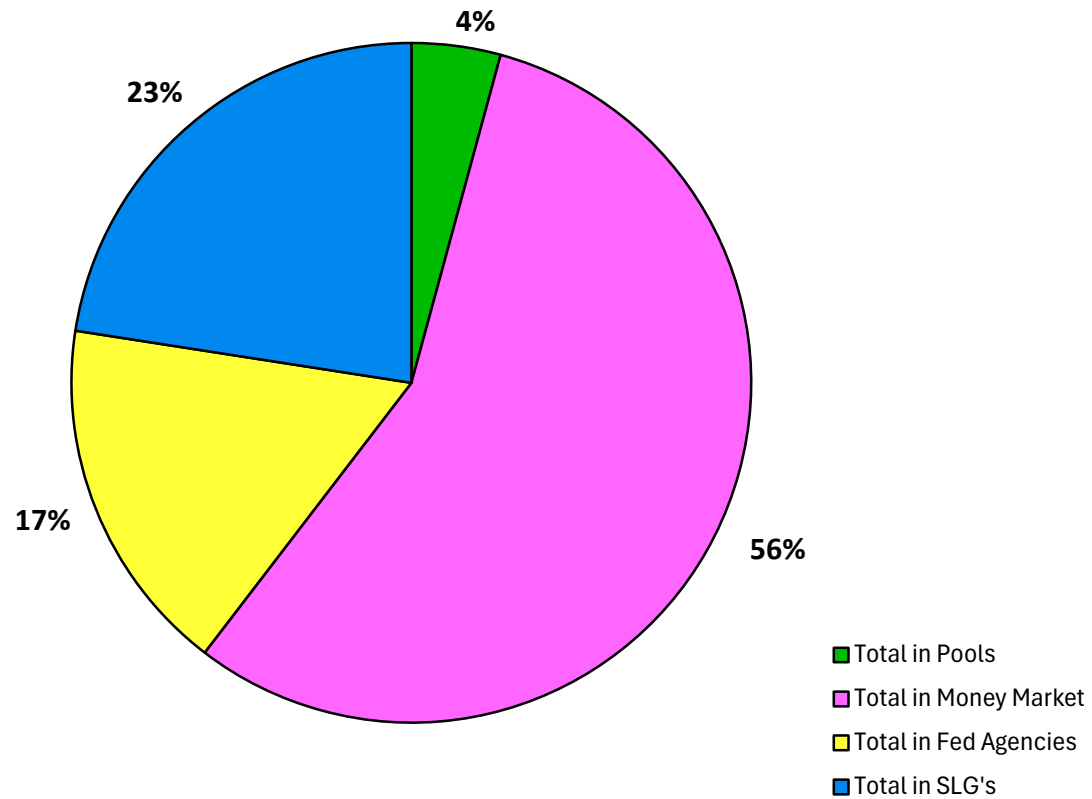
José Hernández, CFO
Ann Zigmund, Controller

Investments by Fund

Fund	Agencies / Treasuries /				Balance
	TexSTAR	TexSTAR-Trustee	Goldman Sachs	SLGS	
Renewal and Replacement Fund	8.70		4.50		13.20
Grant Fund	512,726.71		796,977.49	10,000,000.00	11,309,704.20
TxDOT Reimb - US 183N 4th GP Lane			17,484,806.69		17,484,806.69
Senior Debt Service Reserve Fund	435,787.59		100,562,183.03	20,000,000.00	120,997,970.62
2010 Senior Lien Debt Service			937,546.92		937,546.92
2011 Sr Debt Service			259,427.90		259,427.90
2013 Sr Debt Service			45,119.28		45,119.28
2013 Sub Debt Service			35,510.32		35,510.32
2013 Sub Debt Service Reserve Fund	626,107.16		252,078.82		878,185.98
2015 Sr Debt Service			1,869,240.33		1,869,240.33
2016 Sr Lien Rev Refunding Debt Service			1,821,787.67		1,821,787.67
2016 Sub Lien Rev Refunding Debt Service			506,534.48		506,534.48
2016 Sub Lien Rev Refunding DSR			7,866,474.12	-	7,866,474.12
Operating Fund	13,886,738.51	4,643,466.68	5,380,454.14		23,910,659.33
Revenue Fund			13,514,333.09		13,514,333.09
General Fund	10,378,743.77		78,798,590.07	31,882,736.42	121,060,070.26
71E Revenue Fund			14,162,463.59	29,639,926.50	43,802,390.09
MoPac Revenue Fund			100,140.30		100,140.30
MoPac General Fund			17,187,377.11		17,187,377.11
MoPac Operating Fund			3,589,484.55		3,589,484.55
MoPac Loan Repayment Fund			915,953.89		915,953.89
2015B Project	394,666.06		4,646,365.03		5,041,031.09
2015 TIFIA Project	784,066.35		2,103,740.50	40,000,000.00	42,887,806.85
2018 Sr Lien Debt Service			273,630.93		273,630.93
2018 Sr Lien Project	1,050,945.49		7,852,553.56		8,903,499.05
2020A Senior Lien Debt Service			306,985.22		306,985.22
2020B Senior Lien Debt Service			282,450.12		282,450.12
2020C Senior Lien Debt Service			850,111.26		850,111.26
2020D Sub Lien Debt Service			596,551.23		596,551.23
2020D Sub Debt Service Reserve Fund			9,129,442.29	-	9,129,442.29
2020E Senior Lien Project			76,701,030.85		76,701,030.85
2020E Senior Lien Project Cap Interest			4,800,571.24		4,800,571.24
2020F Sub Lien Deb Service			22,820.44		22,820.44
2020G Sub Lien Debt Service			216,150.03		216,150.03
2020G Sub Lien Debt Service Reserve			4,478,926.94	-	4,478,926.94
2021A Sub Lien Debt Service Reserve			22,022,218.00	-	22,022,218.00
2021A Sub Debt Service			1,109,564.91		1,109,564.91
2021B Senior Lien Cap I Project Fund			20,731,345.57		20,731,345.57
2021B Senior Lien Project			1,077,405.71	168,048,377.61	169,125,783.32
2021B Senior Lien Cap I Debt Service Acct			9,626.39		9,626.39
2021C Sub Lien Cap I Project Fund			1,499.83	5,847,324.57	5,848,824.40
2021C Sub Lien Project			6,559,188.73		6,559,188.73
2021C Sub Lien Debt Service			1,033,859.02		1,033,859.02
2021D Senior Lien Debt Service			990,975.73		990,975.73
2021E Senior Lien Debt Service			1,097,089.21		1,097,089.21
Totals	28,069,790.34	4,643,466.68	432,980,591.03	305,418,365.10	771,112,213.15

1/31/2025

Allocation of Funds



						Interest Income	
Bank	Fund	Cost	Cummulative Amortization	Book Value	Maturity Value	Accrued Interest	Interest Earned
6146001086	71E REVENU	15,000,000.00		15,000,000.00	15,000,000.00		
6146001086	71E REVENU	14,639,926.50		14,639,926.50	14,670,000.00	97,800.00	366,750.00
6180000120	GENERAL	11,882,736.42		11,882,736.42	12,000,000.00	113,036.99	288,340.12
6180000120	GENERAL	20,000,000.00		20,000,000.00	20,000,000.00		954,000.00
6180000059	SENLIENDSR	20,000,000.00		20,000,000.00	20,000,000.00		1,431,000.00
6180005349	2015TIFIAP	10,000,000.00		10,000,000.00	10,000,000.00		361,930.56
6180000157	TXDOTGRANT	10,000,000.00		10,000,000.00	10,000,000.00		361,930.56
6180005349	2015TIFIAP	30,000,000.00		30,000,000.00	30,000,000.00		680,600.00
		131,522,662.92	-	131,522,662.92	131,670,000.00	210,836.99	4,444,551.24

Goldman Sachs County Road Escrow Funds

	Balance	Accrued			Balance
	1/1/2025	Interest	Additions	Withdrawals	1/31/2025
Travis County Escrow Fund - Elroy Road	3,161,633.83	12,014.31			3,173,648.14
Travis County Escrow Fund - Ross Road	333,322.71	1,279.80		4,673.19	329,929.32
Travis County Escrow Fund - Old San Antonio Road	114,006.84	433.17		13,099.78	101,340.23
Travis County Escrow Fund - Old Lockhart Road	262,649.51	997.94		4,076.94	259,570.51
Travis County Escrow Fund - County Line Road	2,550,908.99	9,780.71		10,259.73	2,550,429.97
Travis County Escrow Fund - South Pleasant Valley Road	249,465.66	953.08		1,245.85	249,172.89
Travis County Escrow Fund - Thaxton Road	197,307.76	751.87		3,848.47	194,211.16
Travis County Escrow Fund - Pearce Lane Road	200,301.74	794.34		9,942.47	191,153.61
	7,069,597.04	27,005.22	-	47,146.43	7,049,455.83

State and Local Government Series as of 1/31/25											
Bank	Fund	Agency	Arbitrage Yield	CUSIP	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
1001021281	2021CPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1060	4.18%	4/23/2024	35,000,000.00	35,000,000.00	347,324.57	29,500,000.00	5,847,324.57
1001021273	2021BPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1078	4.18%	4/23/2024	210,000,000.00	210,000,000.00	5,448,377.61	47,400,000.00	168,048,377.61
							245,000,000.00	245,000,000.00	5,795,702.18	76,900,000.00	173,895,702.18

TexSTAR

MONTHLY NEWSLETTER

JANUARY 2025



PERFORMANCE

As of January 31, 2025

Current Invested Balance	\$ 12,490,576,395.79
Weighted Average Maturity (1)	37 Days
Weighted Average Life (2)	88 Days
Net Asset Value	1.000123
Total Number of Participants	1079
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 45,041,440.52
Management Fee Collected	\$ 607,353.60
% of Portfolio Invested Beyond 1 Year	9.10%
Standard & Poor's Current Rating	AAAm

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

January Averages

Average Invested Balance	\$ 11,919,958,078.87
Average Monthly Yield, on a simple basis	4.3896%
Average Weighted Maturity (1)	38 Days
Average Weighted Life (2)	94 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 January:

* City of Hackberry * City of Hamlin * Potter County * City of Sachse

HOLIDAY REMINDER

In observance of Presidents' Day, **TexSTAR will be closed Monday, February 17, 2025.** All ACH transactions initiated on Friday, February 14th will settle on Tuesday, February 18th.

ECONOMIC COMMENTARY

Market review

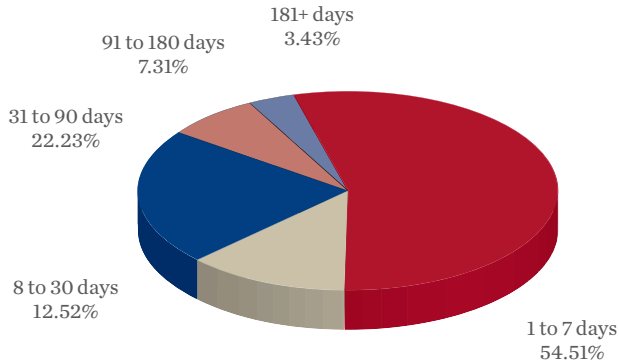
As we step into 2025, the economic landscape continues to show remarkable resilience. Over the past year, the economy has demonstrated its ability to adapt and prosper amid evolving monetary policy, ambiguous fiscal policy, and moderating, yet persistent, inflationary pressures. With consumer spending as a key driver and the labor market maintaining solid momentum, January's economic data sets the stage for a year of sustained strength. In the fourth quarter, the U.S. economy expanded at a solid 2.3% annualized rate, contributing to a robust annual year-over-year growth rate of 2.8% for 2024. Consumer spending was a major force behind this growth, increasing at an impressive 4.2% pace, buoyed by rising household net worth and disposable income. Residential investment also contributed positively, with a 5.3% increase, signaling a recovery in home building. Government spending increased 2.5%, fueled by state and local wage increases and federal defense expenditures. However, business fixed investment saw a decline of 5.6%. Despite this contraction, the overall economic picture remains robust, with strong consumer and government spending offsetting areas of weakness.

This economic strength was mirrored in the labor market, as the December jobs report highlighted solid hiring momentum. Nonfarm payrolls rose by 256,000, significantly surpassing expectations of 165,000, with only minor revisions to the prior two months. Growth was primarily driven by the services sector, with health care and social assistance adding 70,000 jobs. Retail trade and leisure and hospitality also saw solid job gains. The unemployment rate unexpectedly fell to 4.1%, largely due to a 243,000 increase in the labor force, while wage growth eased to 0.3% month-over-month (m/m) and 3.9% year-over-year (y/y). Overall, the labor market closed the year on a strong note, reflecting the broader economic strength seen throughout 2024.

(continued page 4)

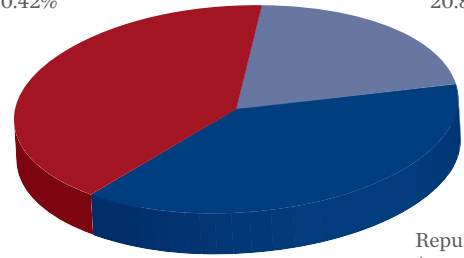
INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF JANUARY 31, 2025



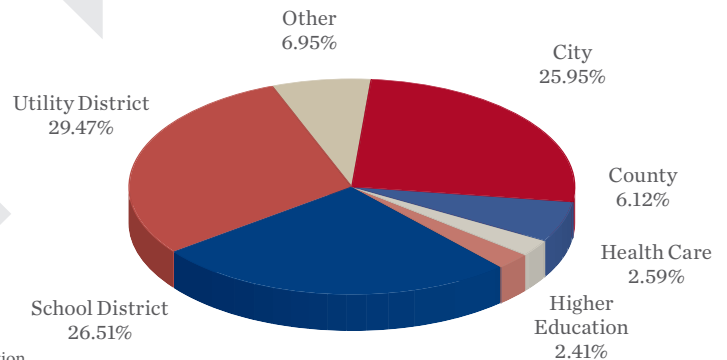
Treasuries
40.42%

Agencies
20.88%



Repurchase
Agreements
38.70%

PORTFOLIO BY MATURITY AS OF JANUARY 31, 2025 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JANUARY 31, 2025

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

HISTORICAL PROGRAM INFORMATION

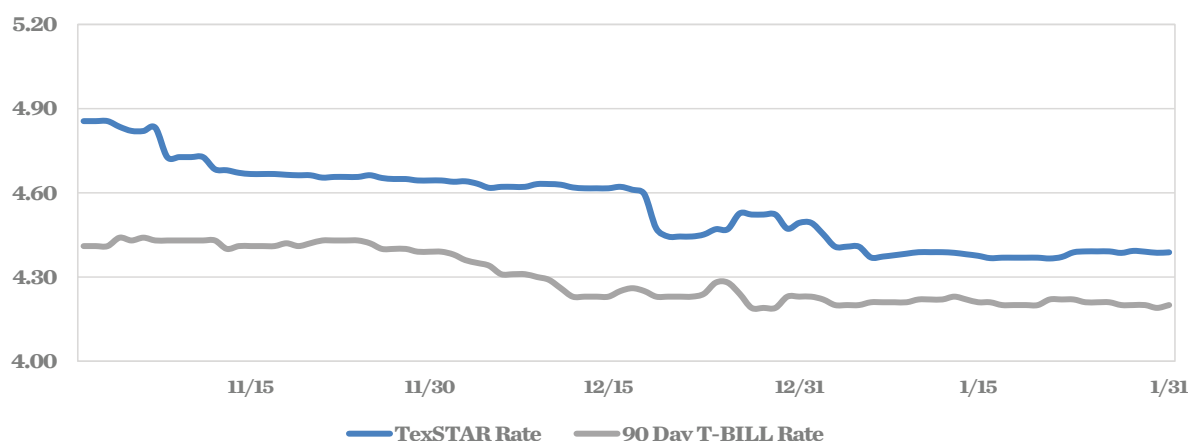
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Jan 25	4.3896%	\$12,490,576,395.79	\$12,493,366,838.19	1.000123	38	94	1079
Dec 24	4.5642%	11,011,396,681.51	11,014,513,690.84	1.000229	36	93	1075
Nov 24	4.7112%	10,166,178,873.71	10,168,700,798.41	1.000189	29	89	1071
Oct 24	4.8722%	10,685,059,311.14	10,687,382,798.75	1.000217	26	70	1063
Sep 24	5.1324%	10,713,994,849.49	10,717,808,636.16	1.000355	26	66	1056
Aug 24	5.2939%	10,960,587,143.65	10,963,170,866.05	1.000150	31	61	1048
Jul 24	5.3131%	11,614,008,231.39	11,614,697,399.72	1.000059	33	64	1043
Jun 24	5.3126%	10,696,510,063.51	10,695,858,054.79	0.999939	36	66	1040
May 24	5.3078%	10,946,135,253.27	10,946,064,280.53	0.999895	37	67	1037
Apr 24	5.3057%	11,388,285,240.44	11,386,977,182.36	0.999885	35	65	1031
Mar 24	5.2986%	11,373,415,394.49	11,372,687,872.41	0.999936	36	68	1025
Feb 24	5.3035%	11,928,691,803.89	11,927,911,436.19	0.999934	36	69	1024

PORTFOLIO ASSET SUMMARY AS OF JANUARY 31, 2025

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 633.07	\$ 633.07
Accrual of Interest Income	10,598,718.49	10,598,718.49
Interest and Management Fees Payable	(45,064,074.43)	(45,064,074.43)
Payable for Investment Purchased	(192,843,299.40)	(192,843,299.40)
Repurchase Agreement	4,921,767,000.00	4,921,767,000.00
Government Securities	7,796,117,418.06	7,798,907,860.46
TOTAL	\$ 12,490,576,395.79	\$ 12,493,366,838.19

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 JANUARY 2025

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
1/1/2025	4.4933%	0.000123105	\$11,011,396,681.51	1.000229	35	95
1/2/2025	4.4531%	0.000122003	\$11,100,799,725.70	1.000220	36	96
1/3/2025	4.4085%	0.000120781	\$11,467,786,952.77	1.000189	33	93
1/4/2025	4.4085%	0.000120781	\$11,467,786,952.77	1.000189	33	93
1/5/2025	4.4085%	0.000120781	\$11,467,786,952.77	1.000189	33	93
1/6/2025	4.3701%	0.000119730	\$11,886,009,274.26	1.000205	39	95
1/7/2025	4.3731%	0.000119811	\$11,975,826,093.73	1.000183	39	94
1/8/2025	4.3781%	0.000119949	\$11,993,646,002.82	1.000187	39	95
1/9/2025	4.3835%	0.000120096	\$11,855,851,704.80	1.000207	40	97
1/10/2025	4.3888%	0.000120242	\$11,888,163,834.24	1.000154	38	95
1/11/2025	4.3888%	0.000120242	\$11,888,163,834.24	1.000154	38	95
1/12/2025	4.3888%	0.000120242	\$11,888,163,834.24	1.000154	38	95
1/13/2025	4.3865%	0.000120179	\$11,880,689,709.35	1.000158	40	96
1/14/2025	4.3813%	0.000120035	\$11,866,750,897.65	1.000174	40	96
1/15/2025	4.3759%	0.000119888	\$12,008,899,359.87	1.000175	39	95
1/16/2025	4.3676%	0.000119659	\$12,065,566,101.13	1.000177	39	95
1/17/2025	4.3692%	0.000119705	\$12,072,473,393.94	1.000120	37	93
1/18/2025	4.3692%	0.000119705	\$12,072,473,393.94	1.000120	37	93
1/19/2025	4.3692%	0.000119705	\$12,072,473,393.94	1.000120	37	93
1/20/2025	4.3692%	0.000119705	\$12,072,473,393.94	1.000120	37	93
1/21/2025	4.3663%	0.000119626	\$12,063,796,613.32	1.000141	40	94
1/22/2025	4.3716%	0.000119771	\$12,067,316,854.19	1.000135	40	93
1/23/2025	4.3883%	0.000120228	\$11,944,240,996.04	1.000141	41	96
1/24/2025	4.3916%	0.000120317	\$12,059,991,824.98	1.000134	39	93
1/25/2025	4.3916%	0.000120317	\$12,059,991,824.98	1.000134	39	93
1/26/2025	4.3916%	0.000120317	\$12,059,991,824.98	1.000134	39	93
1/27/2025	4.3862%	0.000120170	\$12,067,076,801.26	1.000160	39	92
1/28/2025	4.3934%	0.000120367	\$12,059,184,315.86	1.000159	39	92
1/29/2025	4.3905%	0.000120289	\$12,301,685,585.41	1.000140	38	90
1/30/2025	4.3866%	0.000120180	\$12,341,665,920.43	1.000150	39	90
1/31/2025	4.3882%	0.000120225	\$12,490,576,395.79	1.000123	37	88
Average	4.3896%	0.000120263	\$11,919,958,078.87		38	94



ECONOMIC COMMENTARY (cont.)

Meanwhile, the December CPI report saw a slight uptick in headline inflation, largely driven by an increase in energy prices. Headline CPI rose 0.4% m/m and 2.9% y/y. However, core CPI, which excludes food and energy, increased at a more modest pace, rising 0.2% m/m and 3.2% y/y, suggesting that underlying inflationary pressures remain well managed. Core goods inflation was a modest 0.1% m/m, with strength in new and used vehicles offset by softness elsewhere. Shelter inflation, which accounts for a significant portion of annual inflation, rose 0.3% m/m and 4.6% y/y. Similarly, December PCE came in as expected, rising 0.3% m/m on the headline figure and 0.2% m/m on the core figure, bringing the annual inflation figures to 2.6% and 2.8%, respectively. Notably, this print brought down the 3-month annualized moving average of Core PCE to 2.17%, with the disinflationary trend appearing to remain intact. As base effects become more favorable, inflation is expected to continue its downward trend. The January 2025 Federal Open Market Committee (FOMC) meeting concluded with the Federal Reserve (Fed) maintaining the federal funds rate in the range of 4.25% to 4.50%, as widely anticipated. This decision marked the end of a three-meeting streak of rate cuts, reflecting the Fed's cautious approach amid solid economic activity, a stable labor market, and somewhat persistent inflationary pressures. The accompanying statement was slightly more hawkish than expected, with adjustments reflecting a more positive view of the labor market while also acknowledging that inflation remains somewhat elevated, removing previous language that suggested progress towards the Fed's 2% inflation target.

Conversely, Chair Powell's press conference leaned towards a more dovish tone, emphasizing patience and data dependency in future policy decisions. He described the changes regarding inflation in the statement as tweaks intended to "clean up" the language rather than a more meaningful signal. Powell avoided politically charged topics, focusing instead on the uncertainties that arise as economic data develops, especially during periods of policy transition. He reiterated that the Fed is monitoring developments in trade, immigration, and deregulation but is not inclined to adjust policy preemptively. Overall, the Fed's stance reflects a balanced approach, maintaining flexibility while closely watching economic indicators. In contrast to the dramatic yield fluctuations observed over the past year, Treasury yields were relatively stable in January. Short-term Treasury bill yields for maturities six months and under remained fairly steady throughout the month, reflecting unchanged monetary policy expectations for the near term. However, longer-term Treasury yields experienced a brief rise following the strong employment report, before returning closer to their starting levels. Three-month Treasury yields declined by 3 basis points (bps) to 4.29%, while six-month yields increased by 3 bps to 4.30%. Meanwhile, one-year Treasury yields edged up by 1 bp to 4.16%, while two-year Treasury yields decreased by 4 bps to 4.20%.

Outlook

With the federal funds rate now 100 bps below its cycle peak, monetary policy, while still restrictive, is approaching a more neutral stance, reducing the urgency for further cuts. Rising economic confidence is likely to sustain consumer spending, supporting growth, while recent labor market data indicates strong hiring momentum as we move into 2025. Although inflation remains above the Fed's 2% target, it is expected to gradually decline as base effects improve. However, fiscal policy uncertainty and political tensions, particularly tariffs recently announced by President Trump, pose risks to this disinflationary trend. Key questions include how tariffs might reduce consumption of imported goods and how much of the import tax will be passed to consumers. The impact on growth and inflation will depend on the duration of tariffs, retaliatory measures, and global conditions. Even if tariffs are lifted, increased policy uncertainty will linger.

Looking ahead, the Fed is likely to remain data-dependent, maintaining its current stance unless significant economic changes occur. With an easing bias, the Fed is expected to hold steady without labor market weakness or renewed inflationary pressures. Recent fiscal policy developments reinforce the Fed's inclination to stay on the sidelines. We anticipate up to two additional rate cuts by year-end, likely in the latter half of the year. However, without notable shifts in economic conditions, the Fed may remain on pause for an extended period.

This information is an excerpt from an economic report dated January 2025 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.



TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
David Medanich	Hilltop Securities	Governing Board Secretary
Andrew Linton	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
Sandra Newby	Qualified 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. Hilltop Securities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Harwood 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 Hilltop Securities and/or its affiliates. Hilltop Securities and J.P. Morgan Asset Management Inc. are separate entities.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025
AGENDA ITEM #6

Approve and adopt the 2024 Annual
Report

Strategic Plan Relevance:	Stewardship
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

Project Description/Background:

The 2024 Mobility Authority Annual Report has been previously distributed to the Board of Directors. In accordance with Section 101.13(b) of the Mobility Authority Policy Code, this item requests the Board to formally approve and adopt the 2024 Mobility Authority Annual Report. Following Board approval, the Executive Director will officially file the 2024 Mobility Authority Annual Report with Travis and Williamson counties.

Backup Provided: Draft resolution
2024 Annual Report

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

RESOLUTION NO. 25-0XX

ADOPTING THE MOBILITY AUTHORITY 2024 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 2024 Annual Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2025; and

WHEREAS, the Mobility Authority staff distributed a draft of the proposed 2024 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 2024 Annual Report attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the 2024 Annual Report attached hereto as Exhibit A and directs the Executive Director to file the 2024 Annual Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2025.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of February 2025

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



MORE THAN
MILES

2024
ANNUAL
REPORT



ABOUT THE MOBILITY AUTHORITY

The Central Texas Regional Mobility Authority is a local, independent government agency created in 2002 to improve the regional transportation system in Travis and Williamson Counties. The Mobility Authority implements innovative and sustainable transportation options to enhance quality of life and economic vitality in Central Texas. The Mobility Authority owns and operates 183A Toll, 290 Toll, the 71 Toll Lane, the MoPac Express Lane, 45SW Toll, and 183 Toll. For more information, please visit [MobilityAuthority.com](https://www.MobilityAuthority.com)

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REGIONAL MAP





A LETTER FROM OUR
CHAIRMAN



As Central Texans, we're proud of the mobility network we've built for our community so that everyone is not only connected but flourishing."

A COMPREHENSIVE APPROACH

The Mobility Authority is intentional about how we approach planning, design, and construction of our projects. By looking at them as part of a whole, we not only find practical solutions, but we often identify other needs and ways to leverage resources and budgets that maximize the benefits for our community. It's one of the reasons why we've successfully transformed a regional investment of \$670 million into \$2.98 billion in added-capacity infrastructure projects.

We recognize that our transportation needs encompass a much broader spectrum of systems and services. They reflect the complexity of modern life and the interconnected systems that support it.

We're committed to taking a comprehensive and holistic approach when delivering mobility solutions to Central Texas. By considering current and future developments, accessibility and multimodal options, and identifying local partnerships, we account for adaptability and resiliency within our regional transportation system.

Today, our facilities serve communities in every direction — north, west, south and east of our capital region. Whether traveling by car, bus, bike, or on foot, all can benefit from our projects. At the same time, we protect our natural resources and align with broader economic goals.

Taking a comprehensive approach allows us to meet the challenges of the present and prepare for the future. As Central Texans, we're proud of the mobility network we've built for our community so that everyone is not only connected but flourishing.

Sincerely,

A handwritten signature in black ink that reads "Bobby Jenkins". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Bobby Jenkins
Chairman



A LETTER FROM OUR
**EXECUTIVE
DIRECTOR**



Our agency has successfully delivered tolled and non-tolled roads, constructed and converted facilities for pedestrian and bicycle use, and supported transit."

WHY MOBILITY AUTHORITIES?

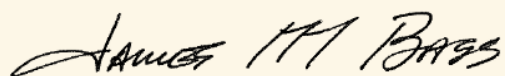
Regional Mobility Authorities (RMAs) were created by the legislature in 2001 at a critical juncture in our state's transportation history. The funds available to address local infrastructure needs fell short and critically needed projects were placed on indefinite holds. It was imperative that state leaders find and implement a new strategy to fund and build our transportation network.

RMAs were created to provide more local control over the planning, development and financing of projects and are inherently multimodal in nature. Our agency has successfully delivered tolled and non-tolled roads, constructed and converted facilities for pedestrian and bicycle use, and supported transit. This year, we've continued work on a 7-mile extension of the 183A Trail, connecting residents from Cedar Park to Liberty Hill. We also fully funded the construction of the Barton Skyway Ramp Relief Project, bringing non-tolled improvements and congestion relief to South Austin.

One of the reasons why we've been successful in delivering a range of mobility options to our community is because of tolling. The fact is that there are no free roads; there are only toll roads and tax-supported roads. Tolls enable more expedient financing of project costs, allowing for faster delivery than under the traditional, taxpayer-funded pay-as-you-go model. Meaning we don't have to wait decades to build connections we needed yesterday.

With the flexible financial tools available to RMAs, we can fund system maintenance, improvements and expansions. We can fund the roads, non-tolled enhancements, and develop projects that reflect the current and future mobility needs of our region. We can enhance the lives of all Central Texans.

Sincerely,

A handwritten signature in black ink that reads "James M. Bass". The signature is fluid and cursive, with the first name "James" and last name "Bass" clearly legible.

James M. Bass
Executive Director

OUR BOARD OF DIRECTORS

We are governed by a seven-member board of directors who are responsible for setting policies, identifying priority projects, and ensuring that the agency operates in an efficient, effective, and transparent manner. The Governor appoints the Chairman, and the Commissioners Courts for Travis and Williamson counties each appoint three members to voluntarily serve on the Board for two-year terms.



BOBBY JENKINS

Chairman
Gubernatorial Appointee
Sworn in 2019



NIKELLE MEADE

Vice-Chair
Travis County Appointee
Sworn in 2012



DAVID SINGLETON

Board Treasurer
Williamson County Appointee
Sworn in 2003



MIKE DOSS

Board Secretary
Williamson County Appointee
Sworn in 2019



DAVID ARMBRUST

Board Member
Travis County Appointee
Sworn in 2012



HEATHER GADDES

Board Member
Williamson County Appointee
Sworn in 2021



BEN THOMPSON

Board Member
Travis County Appointee
Sworn in 2023

MORE THAN MILES

When we think about infrastructure, we often envision a vast network of highways. They are undeniably integral to our everyday lives. They serve as vital arteries connecting communities, facilitating commerce, and enhancing connectivity and accessibility. But the Mobility Authority understands that our regional infrastructure needs go beyond roads.

In today's digital age, investing in a robust digital infrastructure is as important as our physical one. The Mobility Authority has been a leader in deploying and investing in new technology. From installation of an advanced incident detection management and prediction network across our facilities, to enhancing tolling operations to ensure accurate billing and traffic management — the Mobility Authority continues to invest in our technological future to improve roadway safety and expand mobility options.

The Mobility Authority also prioritizes multimodal investment. By integrating and enhancing connections for cyclists, pedestrians, and public transit, we're helping create a more equitable and sustainable community.

**By integrating
and enhancing
connections for
cyclists, pedestrians,
and public transit,
we're helping create
a more equitable
and sustainable
community**



This commitment is why we design, construct, and implement Shared Use Paths, sidewalks and cross-street connections as part of every project whenever feasible. Our partnership with CapMetro and CARTS allows toll-free access to all our facilities, encouraging transit ridership and thereby reducing roadway congestion.

We also recognize the vital role that protecting our environment plays in delivering mobility solutions and overall regional health. We do this by mindfully incorporating environmental stewardship and sustainable design principles into the development and construction of our projects. Through these efforts, we're able to minimize our environmental footprint while reinvesting in our community.

We not only develop, deliver, operate and maintain high-quality roadways and related mobility solutions, but we improve community resiliency, support local economic development, and protect our environment.





COMPLETION IS IN SIGHT

The Mobility Authority is nearing the finish line on the 183A Phase III Project in Williamson County. Building on the success of the 183A Toll Road, this \$259M relief project extends the toll road 5.3 miles northward from Hero Way to north of SH 29. Together with the associated access ramps, frontage road improvements and transitions, the overall project length will be approximately 6.6 miles.

This project is a direct response to continued exponential growth in the region and along US 183, as evidenced by the many private developments recently built or under construction along the corridor. This project is designed to accommodate this growth and ensure enhanced mobility, safety, and travel time reliability.

In addition to relieving congestion on US 183, the project will also serve multimodal needs with an adjacent Shared Use Path for bicycle and pedestrian travel. This path will connect to the existing 183A Trail and will cross underneath US 183 to link the City of Leander's future Municipal Athletic Complex. Additional and improved signalized pedestrian crossings at SH 29, Whitewing Drive/Larkspur Park Boulevard, Bryson Ridge Trail/US 183, and Hero Way are included in this project to increase safety for pedestrians, bicyclists and other non-vehicular users of the facility.

This year, field crews completed placement of bridge structures and have achieved substantial progress on main lane paving, overhead sign structures, and toll gantries. The project is scheduled to open to traffic in 2025.



In addition to relieving congestion on US 183, the project will also serve multimodal needs with an adjacent Shared Use Path for bicycle and pedestrian travel



EARLY RELIEF

The 183 North Mobility Project is set to reshape the transportation landscape in northwest Austin. Improvements on this \$612 million project include two tolled express lanes in each direction along a 9-mile stretch of US 183 in North Austin from its intersection with MoPac to SH 45 North and the existing 183A Toll, and a direct connector to the existing MoPac Express Lane.

The project includes several non-tolled improvements such as bicycle and pedestrian connections and the addition of a fourth non-tolled general-purpose lane where only three previously existed.

Originally scheduled to open at the completion of the full project, the Mobility Authority worked diligently to open the fourth lane early to provide added relief ahead of the back-to-school season. As a result, drivers are already benefiting from a 12-20 percent improvement in travel time.

Work continues along the entire corridor and on the direct connector and collector-distributor road improvements at MoPac. Once complete, scheduled for early 2026, this structure will help ease mobility between two of the most highly traveled commuter roadways in Austin.

Looking beyond roadway improvements, the project communications team engages in collaborative efforts to support local neighborhoods and keep the public informed of project updates and community impacts.

A major achievement this year was the successful early opening of an additional non-tolled travel lane in both directions between SH 45 North and MoPac





BIG IMPACT

Connecting communities isn't solely about major construction projects; sometimes big impacts can be achieved through thoughtful design improvements. The Mobility Authority announced the completion of the Barton Skyways Ramp Relief Project opening after less than a year of construction. The previous configuration of this one-and-a-half mile stretch of southbound MoPac between Bee Cave Road and Loop 360 caused unnecessary queuing and lane weaving, slowing down traffic and leading to unpredictable travel times and delays.

The project added an auxiliary lane, an acceleration lane, and reconfigured the ramps in the area to allow drivers more time and space to merge and travel to their destinations. The entrance ramps from Bee Cave Road and Barton Skyway now feed into a new through lane, and drivers entering from Barton Skyway have more space to merge onto MoPac. Additionally, the left lane has become an Exit Only Lane to southbound Loop 360/Capital of Texas Highway with a separate third through lane continuing on southbound MoPac.

This non-tolled improvement project was fully funded by the agency and drivers now spend an average of 30 percent less time traveling through the area.

Since opening to traffic, these enhancements have reduced travel times by nearly 30% on average, offering Central Texas residents a safer and smoother commute

UNDER STUDY



MOPAC SOUTH

The MoPac Expressway between Cesar Chavez Street and Slaughter Lane provides a critical link to downtown Austin and other regional highways. Expanding population, regional development, and changing travel patterns have made the corridor congested and resulted in unreliable travel times for residents, commuters, transit and emergency responders.

The Mobility Authority is implementing an environmental study to determine the best approach to creating a reliable route while promoting environmental stewardship and sustainability. This year, the project team presented its updated traffic data and alternatives evaluation to reflect the Capital Area Metropolitan Planning Organization (CAMPO) 2045 Travel Demand Model and presented the Recommended Build Alternative at the Project's sixth Open House.



183A ADDED CAPACITY

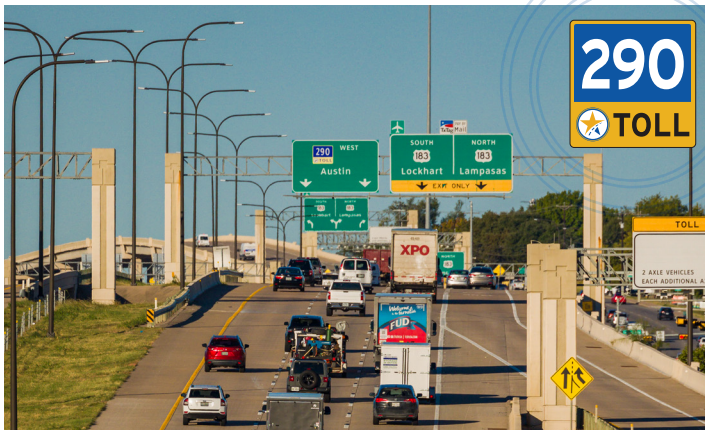
The Mobility Authority is conducting an environmental study for the possible addition of a fourth lane in the center median of 183A Toll in both directions between FM 620 and Hero Way. An additional lane would be a proactive measure that would allow for the 183A Toll Road to accommodate future traffic volumes and reduce anticipated traffic congestion for years to come.

A Virtual Open House was held in the summer to gather public feedback and support the traffic and environmental analysis. If use of the corridor continues to increase as anticipated, signifying the need for an additional lane, the start of construction would then be dependent on the results of the environmental study, Mobility Authority Board approval, and coordination with the US 183 General Purpose Lanes Project (managed by TxDOT). It is possible construction could begin as early as the second half of 2026.

OPEN
ROADS

183A TOLL

The Mobility Authority's inaugural project – an 11-mile toll road from RM 620 through Cedar Park and Leander – created a reliable travel alternative to the gridlocked US 183 and primed the region for an upsurge of economic development and investment.



290 TOLL

The 6.2-mile 290 Toll Road tripled the previous capacity of the US 290 corridor between US 183 and Parmer Lane, transforming one of our area's most gridlocked routes into one of the fastest ways in and out of Austin.



71 TOLL LANE

This 4-mile toll lane offers drivers a free-flowing and reliable bypass route along SH 71 east of the Austin-Bergstrom International Airport (AUS) from Presidential Boulevard to just past SH 130.



MOPAC EXPRESS LANE

This 11-mile, variably priced express lane stretches from Cesar Chavez Street in downtown Austin north to Parmer Lane in both directions, providing drivers with a reliable alternative, particularly during congested time periods.



45SW TOLL

This 3.6-mile project created a brand-new connection for drivers between the southern end of MoPac and FM 1626 in Hays County. Through innovative construction practices and implementation of permanent Best Management Practices, the roadway helps prevent impacts to water quality and the Edwards Aquifer Recharge Zone.



183 TOLL

The 8-mile 183 Toll Road tripled the previous capacity of the US 183 corridor between US 290 and SH 71 with three toll lanes and up to three non-tolled lanes in each direction, improved the non-tolled general-purpose lanes, and provided a non-stop route to Austin-Bergstrom International Airport.

OPEN TRAILS

183A Trail

The 183A Trail is a paved, 7-mile dedicated bicycle and pedestrian path that connects to Williamson County's Brushy Creek Regional Trail with a pedestrian bridge and includes a trailhead with exercise equipment. The trail also connects to the Cedar Park Recreation Center via a path at Whitestone Boulevard.

71 Trail

The 71 Trail is a paved 5-mile Shared Use Path that offers a safe commuting route into downtown Austin from Austin-Bergstrom International Airport, as well as connection to the 183 Trail.

MoPac Trail

The MoPac Trail eliminated gaps in the existing patchwork of bicycle facilities between Parmer Lane and the Colorado River in downtown Austin to create a true commuter network. It includes two miles of Shared Use Path on the western side of MoPac from the Walnut Creek Trail to North Capital of Texas Highway, one mile of Shared Use Path across US 183 on the eastern side of MoPac, and four miles of sidewalk between Parmer Lane and Anderson Lane.

45SW Trail

The 45SW Trail is a 4.5-mile paved Shared Use Path that provides an alternate transportation route for cyclists, and recreation for the public, with connection to the City of Austin's Violet Crown Trail. It features two trailheads with parking and bicycle repair stands for public use, beautiful hill country scenery, and interpretive signage with augmented reality experiences.

183 Trail

The 183 Trail offers 10 miles of paved Shared Use Path and 7 miles of sidewalk running along the US 183/183 Toll corridor, with connections to the 290 Trail, the Southern Walnut Creek Trail, the Lance Armstrong Bikeway, and the 71 Trail. It features pedestrian bridges, interpretive signage with augmented reality experiences, and two trailheads with exercise equipment, picnic tables, and parking.

290 Trail

The 290 Trail is a paved 5-mile Shared Use Path intended to provide connections for the surrounding communities. It connects to the 183 Trail and accommodates future connections to the Walnut Creek Trail.



COMMUNITY-CENTERED INITIATIVES

Qualified Veteran Discount Program

State law allows a Texas toll road entity to offer discounted or free tolls to Congressional Medal of Honor, Legion of Valor and Purple Heart recipients, as well as disabled veterans who qualify and meet the requirements for specialty license plates. As such, the Mobility Authority has opted to implement a toll waiver program. The Qualified Veteran Discount Program allows qualified veterans who register to drive toll-free on the agency's 183A Toll, 290 Toll, the 71 Toll Lane, 45SW Toll, and 183 Toll.

Central Texas Construction Partnership Program

In 2024, the Mobility Authority entered an interagency effort with TxDOT, CAMPO, City of Austin, Austin Transit Partnership, Travis County, and CapMetro to prepare for the massive amounts of infrastructure improvements scheduled to take place throughout Central Texas over the next 10 years. The Construction Partnership Program (CPP) will guide how agency partners can coordinate with each other, inform the public, and keep Central Texas moving throughout peak construction, as well as set a foundation for long-term interagency coordination, mobility and safety enhancements.

Tolling Educational Outreach

Navigating the tolling landscape can be complicated. The Mobility Authority disseminates educational materials to partners and directly to the public, and participates in local events to help aid transparency, trust, and understanding with the community. With the rise of smishing scams, the agency's increased outreach efforts this year were even more important. From local community events to mass media, the agency actively worked to help the public better understand our regional transportation system, how tolling and billing works, and the options available to them to ensure hassle-free travel.





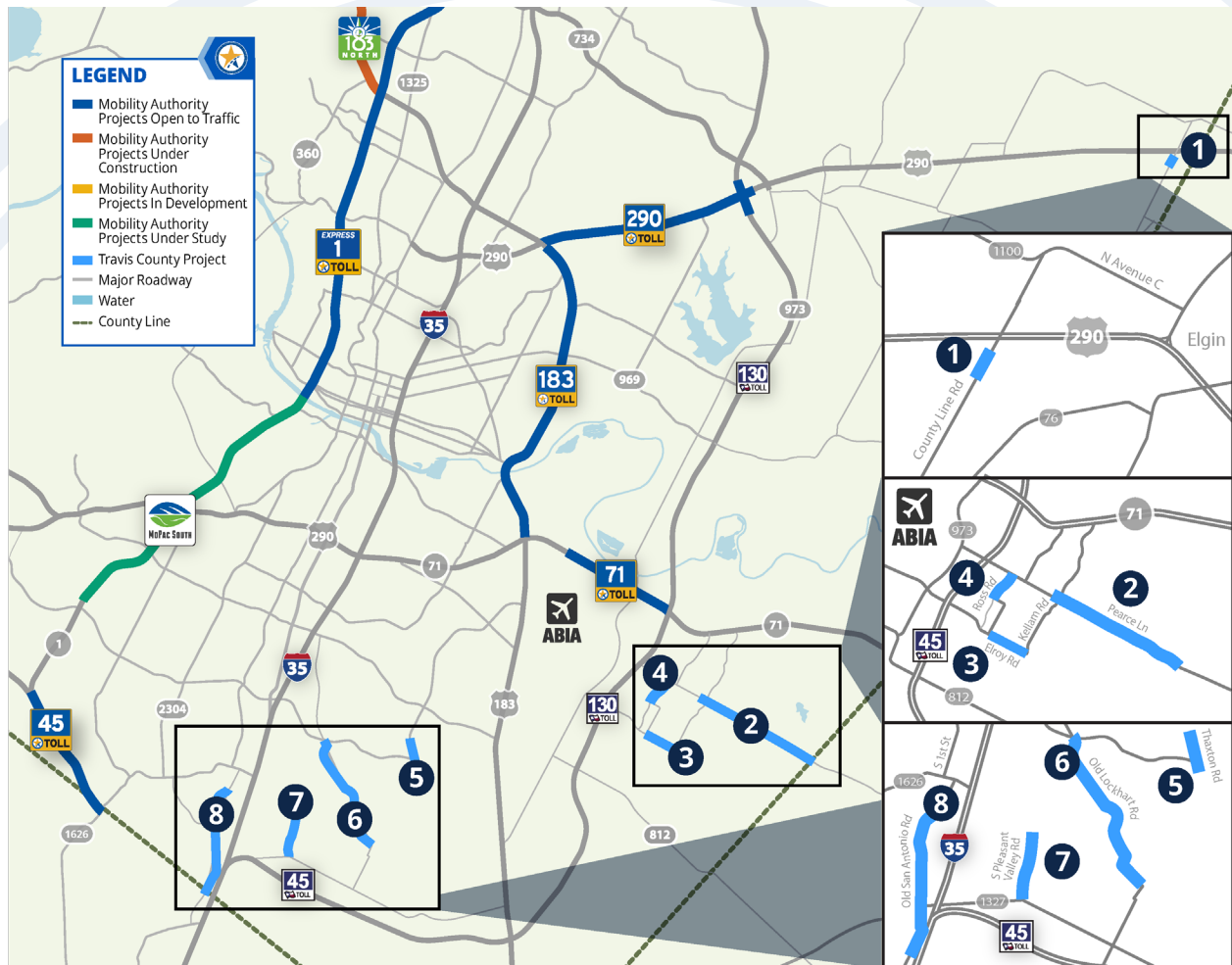
TRAVIS COUNTY CAPITAL IMPROVEMENT PROGRAM

The Mobility Authority is expediting the delivery of several projects in Travis County's Capital Improvement Program. This partnership leverages the Mobility Authority's unique organizational structure to develop and construct the projects on an accelerated timeline, with the County providing the funding, operation, and maintenance of the non-tolled facilities. The development and execution of these projects have been so successful that the Mobility Authority and Travis County entered into another interlocal agreement for future additional projects that are anticipated to begin in 2025.

- ▶ **1 COUNTY LINE ROAD:** Designed to address the stream crossings and drainage concerns, the reconstruction of the culvert on County Line Road at Elm Creek was completed in the spring of 2024.
- ▶ **2 PEARCE LANE:** A 3.25-mile section of Pearce Lane from west of Kellam Road to east of Wolf Lane will be reconstructed from the existing two-lane road to a four-lane divided road with bike lanes and sidewalks.
- ▶ **3 ELROY ROAD:** In early 2022, construction was completed on the Elroy Road project. This 1.12-mile section of Elroy Road from McAngus Road to Kellam Road has been transformed from a two-lane road to a five-lane road with a continuous center turn lane, bike lanes, and sidewalks.

This partnership leverages the Mobility Authority's unique organizational structure to develop and construct the projects on an accelerated timeline

▶ TRAVIS COUNTY



▶ **4 ROSS ROAD:** A 0.8-mile section of Ross Road from Pearce Lane to Heine Farm Road is currently serving as a two-lane road for commuter and school traffic. The project will widen the existing road to a three-lane road with bicycle and pedestrian facilities.

▶ **5 THAXTON ROAD:** A 0.71-mile section of Thaxton Road from McKinney Falls Parkway to Sassman Road will be reconstructed from the existing two-lane road to a five-lane roadway that includes a continuous center turn lane, bike lanes and sidewalks.

▶ **6 OLD LOCKHART ROAD:** A 1.7-mile section of Old Lockhart Road from Capitol View Drive to Thaxton Road will have shoulders added in both directions.

▶ **7 SOUTH PLEASANT VALLEY ROAD:** A 2.5-mile section of Bradshaw Road and Turnersville Road will be reconstructed as South Pleasant Valley Road from River Plantation Drive to SH 45 from existing two-lane roads to a four-lane divided road with bike lanes and sidewalks.

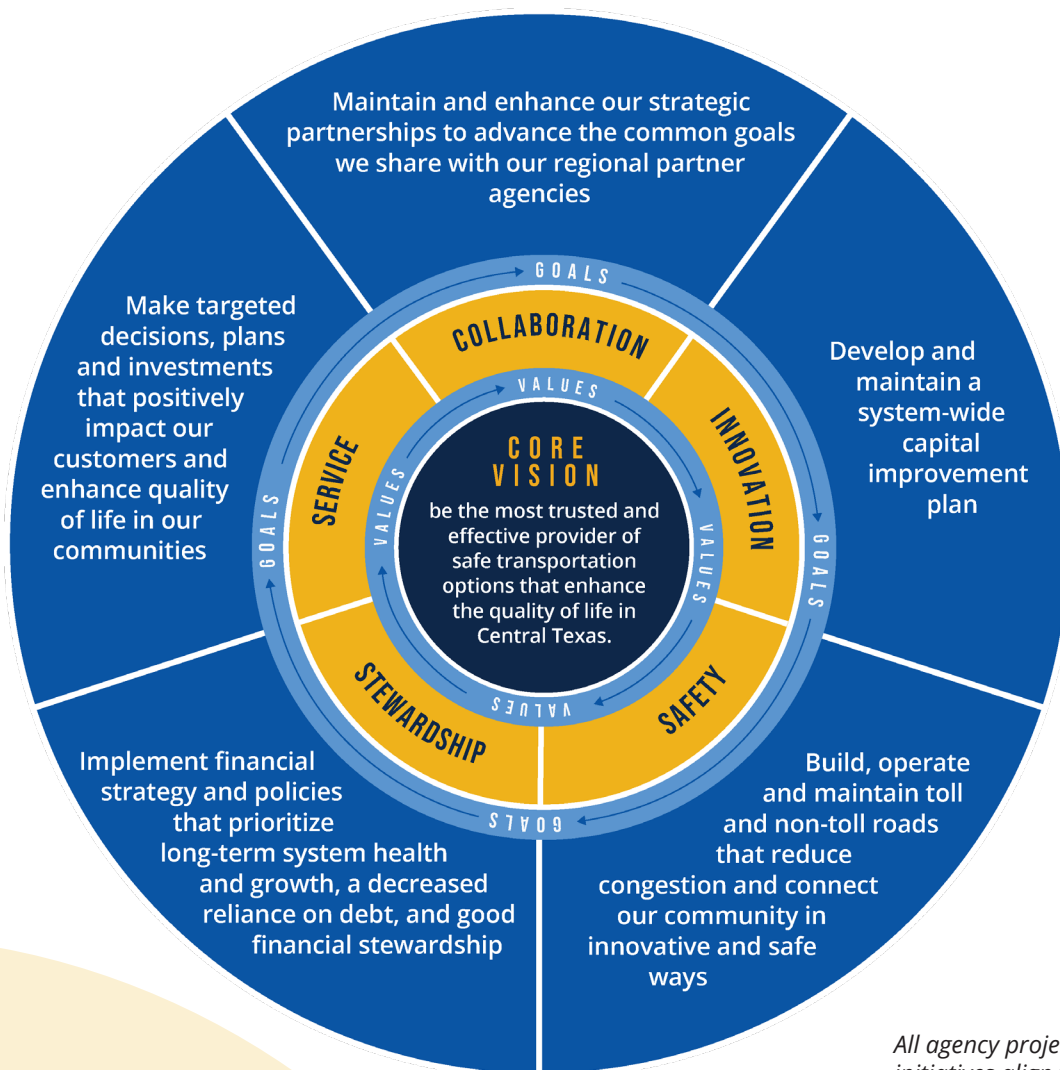
▶ **8 OLD SAN ANTONIO ROAD:** A 2.1-mile section of Old San Antonio Road from FM 1626 to Puryear Road will have shoulders added in both directions.

OUR GUIDING FRAMEWORK

In 2022, our Strategic Plan was revitalized to serve as the agency's formal framework. This year, the Board of Directors approved an update to the Plan which will guide projects and initiatives through 2027.

VISION: To be the most trusted and effective provider of transportation options that enhance the quality of life in Central Texas.

MISSION: To develop, deliver, operate and maintain high-quality roadways and related transportation solutions.



All agency projects and initiatives align with our strategic plan.

2024 FINANCIAL STATEMENTS

The Mobility Authority's financial statements are prepared in accordance with generally accepted accounting principles in the United States (GAAP) as applied to government units on an accrual basis. To view the audited Financial Statements and Management Discussion and Analysis, please visit MobilityAuthority.com/financials.

Statements of Net Position

June 30, 2024

2024

CURRENT ASSETS:

Unrestricted:

Cash and cash equivalents	\$ 168,239,721
Investments	142,948,431
Due from other governments and accounts receivable (net of allowance)	29,486,794
Accrued interest receivable	1,079,630
Prepaid expenses and other assets	241,428
Total unrestricted	<u>341,996,004</u>

Restricted:

Cash and cash equivalents	108,801,407
Total restricted	<u>108,801,407</u>

Total current assets

450,797,411

NONCURRENT ASSETS:

Restricted assets:

Cash and cash equivalents	500,953,156
Investments	94,522,800
Total restricted assets	<u>595,475,956</u>

Total capital assets, net

2,320,894,640

Total assets

3,367,168,007

Total deferred outflows of resources

163,959,847

Total assets and deferred outflows of resources

\$ 3,531,127,854

2024 FINANCIAL STATEMENTS

Statements of Net Position (continued)

June 30, 2024

2024

CURRENT LIABILITIES:

Payable from current assets:

Accounts payable	\$ 8,265,884
Due to other governments	1,623,335
Lease liability	539,329
Accrued expenses	342,699
Total payable from current assets	<u>10,771,247</u>

Payable from restricted current assets:

Construction accounts payable	34,914,973
Accrued interest payable	43,799,692
Bonds, notes payable and other obligations, current portion	30,086,742
Total payable from restricted current assets	<u>108,801,407</u>

Total current liabilities

119,572,654

NONCURRENT LIABILITIES:

Lease liability	410,575
Net pension liability	1,971,627
Bonds, notes payable and other obligations, net of current portion	2,640,126,147
Total noncurrent liabilities	<u>2,642,508,349</u>

Total liabilities

2,762,081,003

Total deferred inflows of resources

32,820

Total liabilities and deferred inflows of resources

2,762,113,823

NET POSITION:

Net investment in capital assets	313,968,000
Restricted for debt service	167,861,614
Unrestricted	287,184,417
Total net position	<u>\$ 769,014,031</u>

2024 FINANCIAL STATEMENTS

Statements of Revenues, Expenses and Changes in Net Position Year Ended June 30, 2024

	2024
OPERATING REVENUES:	
Tolls	\$ 238,575,248
Other operating	<u>42,396</u>
Total operating revenues	<u>238,617,644</u>
OPERATING EXPENSES:	
Administrative expenses	15,676,930
Operations and maintenance	39,040,353
Other operating expenses	8,245,137
Depreciation and amortization	<u>59,722,352</u>
Total operating expenses	<u>122,684,772</u>
Operating income	<u>115,932,872</u>
NONOPERATING REVENUES (EXPENSES):	
Interest income	53,351,765
Other expense	(391,292)
Interest expense	<u>(85,719,004)</u>
Total nonoperating revenues (expenses), net	<u>(32,758,531)</u>
Change in net position before capital grants and contributions	83,174,341
TxDOT capital grants and contributions	<u>419,630</u>
Change in net position	83,593,971
Total net position at beginning of year	<u>685,420,060</u>
Total net position at end of year	<u>\$ 769,014,031</u>

2024 FINANCIAL STATEMENTS

Statements of Cash Flows

Year Ended June 30, 2024

2024

Cash flows from operating activities:	
Receipts from toll fees	\$ 234,208,920
Receipts from other income	42,396
Payments to vendors	(50,704,242)
Payments to employees	(5,704,863)
Net cash flows provided by operating activities	<u>177,842,211</u>
Cash flows from capital and related financing activities:	
Payments on interest	(84,925,355)
Payments on obligations	(40,930,131)
Payments for capital assets	(7,040,617)
Payments for construction in progress	(173,295,140)
Proceeds from capital grants	419,630
Net cash flows used in capital and related financing activities	<u>(305,771,613)</u>
Cash flows from investing activities:	
Interest income	52,965,477
Purchase of investments	(641,964,713)
Proceeds from sale or maturity of investments	627,482,542
Net cash flows provided by investing activities	<u>(38,483,306)</u>
Net decrease in cash and cash equivalents	89,446,096
Cash and cash equivalents at beginning of year	<u>867,440,380</u>
Cash and cash equivalents at end of year	<u>\$ 777,994,284</u>
Reconciliation of change in net position to net cash provided by operating activities:	
Operating income	\$ 115,932,872
Adjustments to reconcile change in net position to net cash provided by operating activities:	
Depreciation and amortization	59,722,352
Changes in assets and liabilities:	
Increase in due from other governments	(4,390,539)
Increase in prepaid expenses and other assets	(94,335)
Increase in accounts payable	5,297,708
Increase in accrued expenses	(1,811,545)
Increase in pension liability	3,018,261
Decrease in deferred outflow of resources	353,685
Decrease in deferred inflow of resources	(186,248)
Total adjustments	<u>61,909,339</u>
Net cash flows provided by operating activities	<u>\$ 177,842,211</u>
Reconciliation of cash and cash equivalents:	
Unrestricted cash and cash equivalents	\$ 168,239,721
Restricted cash and cash equivalents:	
Current	108,801,407
Noncurrent	500,953,156
Total	<u>\$ 777,994,284</u>
Supplemental schedule of noncash investing, capital, and financing activities:	
Accounts payable change	\$ 3,020,975
Accretion on capital appreciation bonds	8,128,898
Accretion on TIFIA bonds	<u>4,399,669</u>





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

3300 NORTH IH-35, SUITE 300
AUSTIN, TX 78705

MOBILITYAUTHORITY.COM



February 26, 2025 AGENDA ITEM #7

Discuss and consider approving an
agreement with HDR Engineering, Inc.
for the schematic design and
environmental study for the eastern
extension of 290 Toll

Strategic Plan Relevance:	Stewardship, Collaboration and Safety
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$19,958,257.74
Funding Source:	Project Funds/General Fund/Operating Fund/Bond Sale Funds
Action Requested:	Consider and act on draft resolution

Summary:

On October 16, 2019, the City of Manor passed a resolution in support of a potential extension of the 290E Manor Expressway eastward and asked its regional transportation partners to move forward with the Project. Similarly, the City of Elgin passed a resolution on November 5, 2019, supporting an extension of the 290E Manor Expressway eastward to Elgin. On February 26, 2020, the Mobility Authority authorized the commencement of a feasibility study for the project. On August 16, 2024, TxDOT provided a letter approving the Mobility Authority to begin an environmental and schematic study of a US 290 toll extension. On December 18, 2024, the Mobility Authority authorized the Executive Director to negotiate with the most highly qualified provider, based upon a shortlist of ranked firms for the development of a schematic design and environmental study for the eastern extension of 290 Toll.

The Executive Director has negotiated a satisfactory agreement with the most highly qualified provider, HDR Engineering, Inc. in accordance with Policy Code 401.035 for presentation to the Board.

In accordance with Section 370.161 of the Transportation Code, the Mobility Authority

will not allow any work to be performed in Bastrop County, until such time an agreement between Bastrop County and the Mobility Authority is executed. The Mobility Authority and Bastrop County have met and are progressing this agreement.

Action requested/Staff Recommendation: Approve the proposed agreement with HDR Engineering, Inc. and authorize the Executive Director to finalize and execute the agreement on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit "A".

Backup provided: Draft Resolution

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

RESOLUTION NO. 25-0XX

**APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC. FOR THE
SCHEMATIC DESIGN AND ENVIRONMENTAL STUDY FOR THE EASTERN
EXTENSION OF 290 TOLL**

WHEREAS, the cities of Manor and Elgin passed resolutions in support of a potential extension of e290 Toll eastward from SH 130 to Elgin, Texas (290E Phase IV Project); and

WHEREAS, following a feasibility study, conducted by the Mobility Authority, the Texas Department of Transportation authorized the Mobility Authority to begin an environmental and schematic study for the 290E Phase IV Project in August 2024; and

WHEREAS, on October 28, 2024, the Mobility Authority issued a request for qualifications (RFQ) to firms interested in providing services for the development of the schematic design and environmental study of the 290E Phase IV Project; and

WHEREAS, on December 18, 2024, the Board approved the selection of HDR Engineering, Inc. as the most highly qualified respondent to provide services for the development of the schematic design and an environmental study of the 290E Phase IV Project to the Mobility Authority, and authorized the Executive Director to negotiate an agreement with HDR Engineering, Inc.; and

WHEREAS, the Executive Director has negotiated an agreement with HDR Engineering, Inc. for the development of the schematic design and an environmental study of the 290E Phase IV Project, and recommends the Board approve the proposed agreement, in the form or substantially the same form attached hereto as Exhibit "A"; and

WHEREAS, the scope of services in the proposed agreement includes work for an extension of 290 Toll into Bastrop County, which is outside but adjacent to the Mobility Authority's area of jurisdiction; and

WHEREAS, the Mobility Authority has not yet entered into a project agreement with Bastrop County for an environmental and schematic design study for the eastern extension of 290 Toll into Bastrop County; and

WHEREAS, Section 370.161 of the Transportation Code only allows the Mobility Authority to study, evaluate, design, finance, acquire, construct, operate, maintain, repair, expand, or extend a transportation project in a county adjacent to its area of jurisdiction if it has entered into an agreement with that county.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement with HDR Engineering, Inc. and authorizes the Executive Director to finalize and execute the

agreement on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit “A”; and

BE IT FURTHER RESOLVED that the Board hereby instructs the Executive Director to ensure that no study, evaluation or planning for an extension of 290 Toll into Bastrop County occurs prior to the Mobility Authority entering into an agreement with Bastrop County for that purpose.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of February 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**CONTRACT FOR PROFESSIONAL SERVICES
290 Toll Extension
with Work Authorizations**

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and **HDR Engineering, Inc.**, having its principal business address at **710 Hesters Crossing Rd., Suite 150, Round Rock, TX 78681**, hereinafter called "Engineer," for the purpose of contracting for professional services.

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional services, and more specifically described in Article 1; and

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

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

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

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The Mobility Authority and the Engineer will furnish items and perform those services for fulfillment of this Contract as identified in Attachment B, Services to be Provided by the Mobility Authority and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers and Land Surveyors. This Contract does not obligate the Mobility Authority to proceed with the Services or authorize the performance of work through a Work Authorization.

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate on _____ (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

A. Amount Payable. The amount payable under this Contract will be determined by the individual work authorizations authorized over the contract period.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule. The amount presented in Attachment E is the amount the Mobility Authority will agree to pay, and the Engineer will agree to

accept as full and sufficient compensation and reimbursement, for the performance of all services as set forth in this Contract and work authorizations.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

D. Engineer Payment of Subconsultants. No later than ten (10) days after receiving payment from the Mobility Authority, the Engineer shall pay all subconsultants for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Contract or any work authorization until subconsultants are paid. This requirement also applies to all lower tier subconsultants, and this provision must be incorporated into all subcontracts.

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

F. Non-compensable Work. The Engineer acknowledges and understands that (1) the Mobility Authority's area of jurisdiction is Travis County and Williamson County and (2) pursuant to Section 370.161 of the Texas Transportation Code, the Mobility Authority cannot study, evaluate, design, finance, acquire, construct, operate, maintain, repair, expand, or extend a transportation project in a county adjacent to the Mobility Authority's area of jurisdiction prior to entering into an agreement with that adjacent county. Therefore, the Engineer must not perform any services or other work for a transportation project in a county adjacent to the Mobility Authority's area of jurisdiction unless and until the Mobility Authority has entered into an agreement with that county allowing for the performance of the services or other work by the Engineer. Notwithstanding any other provision in this Contract, any services or other work described in Section 370.161 of the Transportation Code that is performed by the Engineer prior to the Mobility Authority and adjacent county entering into an agreement shall be at the Engineer's sole cost and expense and will not be eligible for reimbursement or any other form of compensation by the Mobility Authority.

G. Consistency of Classification/Duties and Hourly Rates. Time spent by the Engineer's personnel or subconsultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel.

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

ARTICLE 4. INVOICE REQUIREMENTS

A. Monthly Invoices. The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement with another entity, the billing statement shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently

than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

B. Form of Invoice. The invoice shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

C. Overhead Rates. The Engineer shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included.

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice within this 30-day window. The Mobility Authority shall notify the Engineer of the disputed amount no later than the 21st day after the date the Mobility Authority receives the monthly invoice.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of up to 110% of the disputed amount of the Engineer's invoice in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; or (3) required reports (including third-party verifications, if any) are not received. In the event that payment is withheld, the Mobility Authority shall notify the Engineer and give a remedy that would allow the Mobility Authority to release the payment.

F. Invoice and Progress Report Submittal Process.

(1) The invoice submittal shall include:

- Progress report
- Forecast for completion of the scope
- Invoice (in the required format provided by the Mobility Authority)
- Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business (HUB) Forms, as required
- Supporting documents as requested

(2) A progress report shall be submitted to the Mobility Authority at least once each calendar month;

(3) An update to the Project schedule (using critical path method analysis) indicating the Project's overall status versus the baseline schedule (originally submitted with the Project Management Plan) shall be submitted to the Mobility Authority at least once each calendar month;

(4) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report and Project schedule information will be required nevertheless;

(5) The invoice submittal shall not be later than the 10th day of the month following service unless otherwise directed; if submitted after the 10th day, it will be processed the following month;

(6) As it relates to the Mobility Authority's end of fiscal year closeout efforts, the Engineer shall submit the invoice including their services through June 30th for a given year no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday;

(7) The Mobility Authority's Director of Engineering will review the invoices to confirm that supporting documentation is included, and for compliance with the Contract and consistency with the submitted progress report; and

(8) The invoice will either be recommended for approval by the Mobility Authority's Director of Engineering, or the Mobility Authority's Director of Engineering will return it to the Engineer for required correction.

G. Effect of Payments. No payment by the Mobility Authority shall relieve the Engineer of its obligation to perform on a timely basis the Services required under this Contract. If, prior to acceptance of any Service, product or other deliverable, the Executive Director determines that said Service, product or deliverable does not satisfy the requirements of this Contract, the Executive Director may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

H. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract or until any pending litigation has been completely and fully resolved, and the Executive Director approves of the destruction of records, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, Texas State Auditor, the Federal Highway Administration ("FHWA"), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 5. WORK AUTHORIZATIONS. The Executive Director will issue work authorizations to authorize all work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. No representation or assurance has been made on behalf of the Mobility Authority to the Engineer as to the total compensation to be paid to the Engineer under this Contract. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

ARTICLE 6. SIGNATORY WARRANTY. The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

ARTICLE 7. NOTICES. A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

Engineer: Srikanth Koneru HDR Engineering, Inc. 710 Hesters Crossing Rd., Suite 150 Round Rock, TX 78681	Mobility Authority: Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705
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ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 9. ENTIRETY OF AGREEMENT. This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and

understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

ARTICLE 10. PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE. In the event of any conflict between the Contract and other documents, the order of precedence shall be as set forth below: A) Supplemental Work Authorization; B) Work Authorization; C) Contract Amendments; D) Contract; E) RFP/ RFQ; F) Engineer's Response to RFP/RFQ.

Each party is signing this agreement on the date stated under that party's signature.

THE ENGINEER**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**_____
(Signature)_____
(Printed Name)_____
(Title)_____
(Date)_____
(Signature)_____
(Printed Name)_____
(Title)_____
(Date)

**Attachments and Exhibits to Contract for Professional Services
Incorporated into the Contract by Reference**

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Mobility Authority
C	Services to Be Provided by the Engineer
D	Key Personnel
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H	Subcontracting

ATTACHMENT A**GENERAL PROVISIONS
INDEX TO PROVISIONS**

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2	Progress
3	Suspension of Work Authorization
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Data Ownership
8	Public Information and Confidentiality
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
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33	Audit Requirements
34	Debarment Certifications
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36	Boycott Israel
37	Firearm Entities and Trade Associations Discrimination
38	Energy Company Boycott
39	Abbreviations and Definitions

ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Executive Director and the Engineer have signed a Work Authorization and the Engineer has received a Notice to Proceed as defined in the Work Authorization. Costs incurred by the Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization are not eligible for reimbursement. The Executive Director will issue Work Authorizations to authorize all work under this Contract. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) scope of Services including types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost-plus, unit cost, lump sum, or specified rate; (5) a Work Authorization budget using fees set forth in Attachment E Fee, Schedule.; and (6) DBE/HUB Requirements. The Engineer shall not include additional contract terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and the Contract, the terms and conditions of the Contract shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and set forth in detail (1) the computation of the estimated cost of the work as described in the Work Authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization. The Mobility Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

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

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

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization executed within the period of performance specified in the Work Authorization. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the Supplemental Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Executive Director prior to expiration of the Work Authorization. Any Supplemental Work Authorization must be executed by both parties within the Contract Period established in Article 2 of the Contract.

F-1. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the Executive Director. The Executive Director may, at his sole discretion, extend the Work Authorization period by execution of a Supplemental Work Authorization.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Executive Director's approval. The Engineer must allow adequate time for

the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit a letter of completion along with the deliverables as specified in the executed Work Authorization to the Executive Director for review and acceptance.

ARTICLE 2. PROGRESS

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

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

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

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Executive Director determine that the progress of work does not satisfy the work schedule or other deadlines set forth in a Work Authorization, the Executive Director shall review the work schedule with the Engineer to determine the nature of corrective action needed. The Executive Director's participation in reviewing the work schedule and determining corrective actions needed will not, in any way, excuse the Engineer from any responsibility or costs associated with the failure to timely perform the Services.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Executive Director desire to suspend a Work Authorization but not terminate the Contract, the Executive Director may provide written notification to the Engineer, giving ten (10) business days prior notice. Both parties may waive the ten (10) business day notice requirement in writing.

B. Reinstatement. All or part of a Work Authorization may be reinstated and resumed in full force and effect within thirty (30) days of receipt of written notice from the Executive Director to resume the work. Both parties may waive the thirty-day notice in writing.

C. Contract Period Not Affected. If the Executive Director suspends a Work Authorization, the Contract Period as determined in Article 2 of the Contract is not affected and the Contract and the Work Authorization will terminate on the date specified unless the Contract is amended to authorize additional time.

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

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

B. Supplemental Agreement. If the Executive Director finds that the work does constitute additional work, the Executive Director shall so advise the Engineer, and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

C. Limitation of Liability. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 5. CHANGES IN WORK

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

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

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Contract which are necessary to correct errors or omissions appearing therein, when required to do so by the Executive Director. No additional compensation shall be paid for this work.

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Contract may be modified if the Executive Director determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. When to Execute. Both the Engineer and the Executive Director must execute a supplemental agreement within the Contract Period specified in Article 2 of the Contract.

ARTICLE 7. DATA OWNERSHIP

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

B. Ownership of Plans. Notwithstanding any provision in this Contract or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Engineer, including all information prepared for or posted on the Mobility Authority's website and together with all materials and data furnished to it by the Mobility Authority, are and at all times shall be and remain the property of the Mobility Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Mobility Authority. Engineer hereby assigns any and all rights and interests it may have in the foregoing to the Mobility Authority, and Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Mobility Authority for any of the above materials, records, and documents, whether after termination of this Contract or otherwise, such shall be turned over to the Mobility Authority without delay. The Mobility Authority hereby grants the Engineer a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling Engineer's obligations under this Contract, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Contract or (b) the termination of this Contract, at which time the Engineer shall deliver to the Mobility Authority all such materials and documents. If the Engineer or a subconsultant desires later to use any of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are

not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

C. Separate Assignment. If for any reason the agreement of the Mobility Authority and the Engineer set forth in subarticle 7.B regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Engineer hereby assigns and agrees to assign to the Mobility Authority all right, title, and interest that Engineer may have or at any time acquire in said work product and other materials, without royalty, fee or additional consideration of any sort, and without regard to whether this Contract has terminated or remains in force. The Mobility Authority hereby acknowledges, however, that all documents and other work product provided by the Engineer to the Mobility Authority and resulting from the Services performed under this Contract are intended by the Engineer solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Engineer shall have no liability for the use by the Mobility Authority of any work product generated by the Engineer under this Contract on any Project other than for the specific purpose and Project for which the work product was prepared.

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

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

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Government Code, Chapter 552, (the "Public Information Act") in the release of information produced under this Contract. The requirements of Subchapter J, of the Public Information Act, may apply to this Contract and the Engineer agrees that the Contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.

B. Confidentiality. The Engineer shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Executive Director. All employees of the Engineer and its subconsultants working on the Project may be required to sign a non-disclosure and confidentiality agreement.

C. Access to Information. The Engineer is required to make any information created or exchanged with the Mobility Authority pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Mobility Authority.

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Executive Director, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work; or for any other reason identified by the Executive Director.

C. Mobility Authority Approval of Replacement Personnel. The Engineer may not replace any Key Personnel, as designated in the applicable Work Authorization, without prior written approval of the Director of Engineering. If any Key Personnel cease to work on this Contract, the Engineer must notify the Director of Engineering in writing as soon as possible, but in any event within (3) three business days. The notification must give the reason for removal. The Engineer must receive written approval from the Director of Engineering of proposed replacement Key Personnel. The Director of Engineering's approval will be based upon the proposed replacement Key Personnel qualifications to provide the required Services. Approval will not be unreasonably withheld.

D. Liquidated Damages. The selection of Engineer to provide the Services under this Contract was based, in part, on the Key Personnel identified in Engineer's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel identified in Attachment C it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Personnel from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Personnel position in Attachment C if any Key Personnel is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Personnel in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Personnel are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, and as provided in subarticle 7.B, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subconsultants under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Director of Engineering when the Contract terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first. In the event that a capital item is purchased for the sole use of the Mobility Authority, title shall pass or transfer to the Mobility Authority upon acquisition and prior to any use of the item by the Engineer.

ARTICLE 10. SUBCONTRACTING

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

B. DBE/HUB Compliance. The Engineer's subcontracting program shall comply with the DBE/HUB requirements described in the Work Authorization(s).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law.

D. Invoice Approval and Processing. All subconsultants shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer).

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

ARTICLE 11. INSPECTION OF WORK

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U.S. Department of

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

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

ARTICLE 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Director of Engineering before a final report is issued. The Director of Engineering's comments on the Engineer's preliminary report must be addressed in the final report. Draft reports shall be considered confidential unless otherwise indicated by the Director of Engineering.

ARTICLE 13. VIOLATION OF CONTRACT TERMS

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

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

ARTICLE 14. TERMINATION

A. Causes. The Contract may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Executive Director by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 20, Gratuities, or DBE/HUB Requirements.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure.
4. By the Executive Director for his convenience and in his sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer.
5. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Executive Director terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Executive Director shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Executive Director terminate this Contract under subarticles 14.A.3 & 4, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days.

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

D. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the

default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period, including without limitation the provisions of Article 16.

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

ARTICLE 15. COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. The Engineer shall comply with all applicable Authority policies and procedures as outlined in the Mobility Authority Policy Code handbook available on the Authority's website (<https://www.mobilityauthority.com/about/policy-disclaimers/code>). When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 16. INDEMNIFICATION

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

ARTICLE 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall have total responsibility for the accuracy and completeness of all work prepared and completed under this Contract and shall check all such material accordingly. The Engineer shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation.

B. Errors and Omissions. The Mobility Authority and Engineer will address errors and omissions as follows:

1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors and omissions will be determined by the Executive Director.
2. A problem resulting from an error and omission may be identified during any phase of project

development. The Engineer will be responsible for errors and omissions before, during, and after construction of a Project, as well as before and after Contract termination.

3. The phrase error and omission is used throughout to mean an error, an omission, or a combination of error and omission.
4. When an apparent error and omission is identified in work provided by the Engineer, the Executive Director will notify the Engineer of the problem and involve the Engineer in efforts to resolve it and determine the most effective solution, provided that the Executive Director shall ultimately determine the solution that is chosen.
5. Errors and omissions identified prior to Project construction will be corrected at the Engineer's expense with no additional cost to the Mobility Authority.
6. During and after construction, errors and omissions can potentially result in significant additional costs to the Mobility Authority that they would not have incurred if the construction plans had been correct. The resulting additional costs are considered damages that the Mobility Authority will collect from the Engineer, including through offset to amounts owed to the Engineer.
7. After a Project is constructed and is in use, there is a possibility of a Contractor claim that may involve a previous error and omission by the Engineer identified during construction; it is also possible the Engineer could be responsible for some or all of the cost of the Contractor claim. If there is a possibility of Engineer responsibility, upon notice of the Contractor claim, the Executive Director must notify the Engineer of the situation and provide the Engineer the opportunity to contribute any information to the Executive Director that may be useful in addressing the Contractor claim. The Engineer will not be involved in any discussions or negotiations with the Contractor during the claims process. Upon settlement of all previous claims with the Contractor, if additional costs are identified, the Executive Director should consider the same factors as during construction in determining the Engineer's level of responsibility.
8. The additional costs which are considered damages to the Mobility Authority and are to be recovered should represent actual cost to the Mobility Authority.
9. The Executive Director will not accept in-kind services from the Engineer as payment for additional costs owed.
10. The Engineer is responsible for promptly correcting errors and omissions without compensation. In the situation of a dispute concerning whether or not the work is compensable, the Engineer shall not delay the work.
11. A letter will be transmitted by the Executive Director formally notifying the Engineer of payment required for the error and omission and will indicate the Engineer's apparent liability for the identified additional costs. The letter will include an outline of the errors and omissions, along with the additional costs, and references to any previous points of coordination and preliminary agreements. Within 30 calendar days of the date of the letter, a response is required from the Engineer with: (a) payment, (b) a request for a meeting, or (c) a request for the Executive Director to reconsider whether the Executive Director should pursue reimbursement for the identified error and omission. If a response or payment is not received from the Engineer, the Mobility Authority may pursue legal action against the Engineer, in addition to offset of payments to the Engineer, claims against insurance and other remedies available under the Contract.
12. It is the Executive Director's responsibility to identify errors and omissions and fairly evaluate the responsibility for additional cost when applicable. It is the responsibility of the Mobility Authority staff to ensure that the Mobility Authority's business practices are professional, fair, equitable, and reasonable.

C. Professionalism. The Engineer shall perform the services it provides under the Contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

E. Resealing of Documents. Once the work has been sealed and accepted by the Director of Engineering, the Mobility Authority, as the owner, will notify the party to this Contract, in writing, of the possibility that a Mobility Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or

add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 18. NONCOLLUSION

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

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

ARTICLE 19. INSURANCE

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

A. Workers Compensation Insurance. In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

B. Comprehensive General Liability Insurance. With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

C. Comprehensive Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Contract.

D. Excess Liability Insurance. In an amount of \$5,000,000 per occurrence and aggregate.

E. Valuable Papers Insurance. In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the Services provided under this Contract in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

F. Architects and/or Engineers Professional Liability insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the Project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subconsultants (including, but not limited to design subconsultants and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the Services. This policy shall be endorsed to include a waiver of subrogation in favor of the Authority.

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 19.A. through D., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 19.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 19.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the Contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under subarticles 19.A. through F., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director"

H. Subconsultant. The Engineer shall be liable for work performed by the subconsultant and Engineer's insurance shall cover the work, actions, errors and omissions of the subconsultant.

ARTICLE 20. GRATUITIES

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

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

ARTICLE 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the DBE/HUB requirements and reporting guidelines set forth in the Work Authorization(s). The DBE/HUB Goal established for this Project is as set forth in the Work Authorization. The Engineer also agrees to comply with the DBE/HUB subcontracting plan that was included in the response that the Engineer submitted to the Mobility Authority's Request for Qualifications or Request for Proposals.

ARTICLE 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Mobility Authority shall have the exclusive right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, TxDOT, FHWA, the United States Department of Transportation Office of Inspector General, and the Comptroller General shall

have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 23. CERTIFICATE OF INTERESTED PARTIES

If applicable, the Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: <https://www.ethics.state.tx.us/>.

ARTICLE 24. CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

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

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

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

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

- (1) withholding of payments to the Engineer under the Contract until the Engineer complies and/or
- (2) cancelling, terminating, or suspending of the Contract, in whole or in part.

F. Incorporation of Provisions: The Engineer will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the Mobility Authority, TxDOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority.

ARTICLE 25. PATENT RIGHTS

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

ARTICLE 26. COMPUTER GRAPHICS FILES

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Mobility Authority to be applicable to this Contract.

ARTICLE 27. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity 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. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 28. DISPUTES

A. Disputes Not Related to Contract Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. The Executive Director of the Mobility Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the decision of the Executive Director with regard to the resolution of any such disputes.

ARTICLE 29. SUCCESSORS AND ASSIGNS

The Engineer and the Mobility Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The Engineer shall not assign, subcontract or transfer its interest in this Contract without the prior written consent of the Executive Director.

ARTICLE 30. SEVERABILITY

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

ARTICLE 31. PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 32. CONFLICT OF INTEREST**A. Representation by Engineer.**

The Engineer represents that it has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority and certifies that it is in full compliance with the Mobility Authority's Policy Code related to Conflicts of Interest. The Engineer shall prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

C. Environmental Disclosure. If the Engineer will prepare an environmental study under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the Project on which the environmental study is prepared.

D. Engineering Services for the Construction Contractor. Specific to the Project for which the Services are being provided under this Contract, the Engineer shall not provide services directly to the contractor responsible for constructing the Project unless approved by the Executive Director.

ARTICLE 33. AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 34. DEBARMENT CERTIFICATIONS

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the Executive Director, to furnish a copy of the certification.

ARTICLE 35. PERTINENT NON-DISCRIMINATION AUTHORITIES

During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. 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.

B. 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).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. 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.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. 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).

H. Titles II and III of the Americans with Disabilities Act, which prohibits 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.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.

K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 36. BOYCOTT ISRAEL

The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Contract.

ARTICLE 37. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Engineer verifies that:

1. It does not, and will not for the duration of this Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, Engineer shall promptly notify the Executive Director.

ARTICLE 38. ENERGY COMPANY BOYCOTT

The Engineer verifies that:

1. It does not, and will not for the duration of the Contract, boycott energy companies; or
2. The verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

If circumstances relevant to this provision change during the course of this Contract, the Engineer shall promptly notify the Executive Director.

ARTICLE 39. ABBREVIATIONS AND DEFINITIONS

Acts and Regulations	Federal, state, and local acts and regulations which are applicable to the Contract
Agreement	This Contract
Mobility Authority	The Central Texas Regional Mobility Authority
Business Days	Any day the Mobility Authority is open for business
CFR	Code of Federal Regulations
Contract	This Contract document and its attachments
Days	Calendar days
DBE	Disadvantaged Business Enterprise
Engineer	The service provider performing the services under this Contract
Executive Director	The Executive Director of the Mobility Authority, or anyone to whom he has delegated the authority to act on his behalf
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration

HUB	Historically Underutilized Business
OMB	Office of Management and Budget
Project	Any capital improvement, rehabilitation, repair, maintenance, or other work in conjunction with the Authority's or a partner's facilities.
PS&E	Plans, specifications, and estimate
Services	Any work assigned under this Contract
TxDOT	Texas Department of Transportation
USDOT	United States Department of Transportation
Work Authorization	Any work authorization arising from this Contract
Year	When not otherwise clarified, "year" refers to a 12-month period

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
290 Toll Extension Professional Services

The Authority shall perform and provide the following in a timely manner so as not to delay the Services to be provided by the Engineer:

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly, or have its designated General Engineering Consultant ("GEC") provide general oversight services of the Engineer.
8. Place at Engineer's disposal all reasonably available information pertinent to the Project.
9. Provide assistance in coordinating with Corps of Engineers, FEMA, Travis County, Bastrop County, City of Austin, and TxDOT for any approvals and permits required.
10. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.
11. Records available that would assist in the completion of the environmental services.
12. Submittal of documentation to regulatory agencies for review and comment when specified.
13. Review and approval of typical roadway and bridge cross sections created by the Engineer.
14. Approval of pavement design to be used for cost estimation purposes.
15. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.

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SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
290 Toll Extension Professional Services

16. Available interface data for 290 Toll Phases II and III adjacent to the project corridor.
17. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
18. Examples of acceptable format for the deliverables required by the work authorizations.
19. Level-D SUE records for the project corridor.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
290 Toll Extension Professional Services

The Design Consultant Engineer (“Engineer”), shall be responsible for the work described in this Scope of Services (“Services”) for the 290 Toll Extension (“Project”). The Engineer will coordinate with Mobility Authority Staff and their General Engineering Consultant (“GEC”), herein referred to as the “Mobility Authority”.

The Engineer will work at the direction and supervision of the Mobility Authority to provide the Services. The Mobility Authority expects the Engineer to work cooperatively and collaboratively through all aspects and phases of schematic design and in its dealings with TxDOT, subcontractors, engineers, legal counsel, consultants, governmental entities, utilities, businesses, property owners, and the general public.

The Engineer will report to the Mobility Authority’s Project Manager, the GEC’s Project Manager and staff, and keep them informed of the design progress, especially issues that would affect the project schedule and delivery. The Engineer shall be available for weekly progress meetings with the Mobility Authority, if scheduled. The Engineer will also be responsible for coordinating with other members of their project team to verify that deliverables meet the established schedule and quality requirements.

The Engineer will be expected to deliver a TxDOT-approved Schematic Design and NEPA Environmental Document and environmental finding. The work to be performed by the Engineer shall consist of providing services for the corridor development process of 290 Toll and US 290 from SH 130 to SH 95 South that shall include: corridor feasibility analysis, schematic design, environmental documents/studies, analysis of current and future transportation needs, preparation of preliminary cost estimates, travel demand modeling and preliminary engineering, public involvement, data collection analysis, preliminary drainage features, traffic projections, traffic engineering, surveying and mapping, and preliminary utility coordination for 290 Toll and US 290 in Travis and Bastrop Counties in the State of Texas.

The Engineer shall work closely with local stakeholders to identify sensitive environmental features and provide input to the planning study, including the improvement concepts to be considered and the merits of those concepts. The Engineer shall support Mobility Authority Communications and the stakeholders in presenting the concepts to local citizens to learn about concerns and issues that may need to be addressed. Considering local citizen input, the stakeholders may make recommendations that will guide the Mobility Authority on the Project development. This project shall be developed in compliance with applicable Federal and State regulations and design standards.

The Mobility Authority is taking lead on schematic design and environmental study for the Project, but the Project will be fully coordinated with TxDOT and will be required to meet standard requirements for a TxDOT project including: Local Government Projects Policy Manual, Pavement Design Guide, Project Development Process Manual, PS&E Preparation

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Manual, Roadway Design Manual, TxDOT MUTCD and others.

The project location is more specifically defined as:

US 290 from SH 130 to Elgin, TX, is approximately 15 miles in length. US 290 currently consists of a divided highway carrying two lanes in each direction for most of the distance. The proposed improvements under this study will be determined during the execution of this study phase but are anticipated to be three tolled mainlanes and three general-purpose lanes in each direction. The existing right of way (ROW) for the corridor varies but is usually less than 235 feet wide. The proposed highway is anticipated to need a ROW width of 330 feet based on an ultimate typical section of eastbound and westbound tolled mainlanes and general-purpose lanes.

The Engineer shall coordinate with the Mobility Authority prior to a particular task being started and will not begin work until Notice to Proceed has been issued.

Scheduling of activities below will conform to the Project milestones established by the Mobility Authority.

The Engineer will coordinate with the both the Mobility Authority and their GEC. It is understood that all references herein to responsibilities of or actions by the Mobility Authority will be led or supported by the GEC. The Engineer shall work cooperatively and collaboratively throughout all aspects and phases of project development and in its dealings with the Mobility Authority, GEC, TxDOT, toll system integrators, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Engineer shall coordinate with the Mobility Authority's Communications and public involvement team, as required, in the Mobility Authority's dealings with the general public, adjacent property owners, and interested advocacy groups.

1. PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer shall be responsible for direct and coordinate activities associated with the project to comply with Mobility Authority policies and procedures, and to deliver that work on time. The Engineer shall coordinate subconsultant activity including quality of and consistency of work and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

1.1. Tasks.

- 1.1.1. Prepare monthly written progress reports.
- 1.1.2. Conduct weekly coordination meetings on the project with the Mobility Authority, TxDOT, and other interested parties.
- 1.1.3. Escalate major project issues to the Mobility Authority.
- 1.1.4. Project coordination with the Mobility Authority. Copy the Mobility Authority's Project Manager (PM) on internal and external correspondence.

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SERVICES TO BE PROVIDED BY THE ENGINEER
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- 1.1.5. Develop and maintain a detailed project schedule to track project conformance to schedule, for each work authorization.
- 1.1.6. Meet on a scheduled basis (bi-weekly) with the Mobility Authority to review project progress.
- 1.1.7. Prepare, distribute, and file both written and electronic correspondence.
- 1.1.8. Prepare and distribute meeting minutes.
- 1.1.9. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
- 1.1.10. Project coordination within Engineer's team.

1.2. Deliverables.

- 1.2.1. Monthly written Progress Reports
- 1.2.2. Monthly Update Reviews and preview of upcoming month
- 1.2.3. Weekly meeting minutes
- 1.2.4. Detailed Work Schedule for approval by the Mobility Authority
- 1.2.5. Project Meeting minutes
- 1.2.6. Written and electronic correspondence and other work-related communication documentation
- 1.2.7. Phone and Conference call log and other related documentation

2. PLANNING STUDY

The Engineer shall conduct a planning study that includes the development of improvement concepts to meet current roadway design standards as established by the latest editions of the State Roadway Design Manual, American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, State Standard Specifications for Construction of Highways, Streets, and Bridges, Highway Capacity Manual – Transportation Research Board, AASHTO – *A Policy on Design Standards Interstate System*, and other associated State manuals, as applicable. The planning study is intended to:

- Establish the need and purpose for the project.
- Develop Environmental Constraints Map to characterize the environmental setting.
- Develop and screen improvement options to determine which ones should be advanced for further detailed schematic design and environmental study.
- Develop a preliminary (30%) schematic design layout of the ultimate roadway configuration.
- Establish the right-of-way needs for the ultimate roadway configuration.

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The Engineer shall develop improvement concepts including:

- Improvements shifted to either side of the current US 290 alignment in an effort to minimize impacts to existing and active development.
- Review and analysis of intersection improvements with major cross roads (maximum of 6 intersections).
 - Parmer Ln
 - Gregg Manor Rd
 - FM 973
 - Old Kimbro Rd
 - County Line Rd
 - SH 95 North
- Up to two (2) design alternatives through the Manor area
- Up to two (2) design alternatives through the Elgin area
- Preliminary geometric layout of direct connectors at US 290 and FM 973
- Preliminary geometric layout of direct connectors at US 290 and SH 95 North on the west side of Elgin

The Engineer shall provide for optional alternative analyses to be executed at the discretion and request of the Authority, including:

- Up to two (2) additional design alternatives in Manor or Elgin
- Preliminary geometric layout of direct connectors at US 290 and SH 95 South on the east side of Elgin

The improvement concepts are to be plan view only. Profile work must be done only to the extent necessary to lay out the proper horizontal geometry.

The improvement concepts must contain the following design elements (to the extent that they are available and can be established at the time of concept development):

- Mainlane roadway alignment
- Pavement edges, face of curbs, and shoulder lines of mainlanes, intersections, interchanges,
- and connecting highways or streets
- Typical sections of existing and proposed roadways
- Anticipated structure locations (including wildlife crossings and fencing structures)
- Anticipated retaining wall and sound wall locations
- Anticipated conveyance of major drainage elements
- Preliminary ROW and easement requirements and control-of-access locations
- Direction of traffic flow and the number of lanes on roadways
- Existing and projected traffic volumes

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SERVICES TO BE PROVIDED BY THE ENGINEER
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- Existing utilities
- Waters of the United States (WOTUS)

The Engineer shall perform the following activities as part of this task:

Improvement option development and evaluation

The Engineer shall develop and evaluate options. This effort shall include the following:

- a. Research - Perform record research and obtain applicable existing information, including but not limited to: as-built plans, construction plans, right of way maps, environmental reports, previous studies related to the project area, and future land use maps.
- b. Field Investigation - Conduct a field investigation of the existing US 290 alignment and the surrounding area to determine field conditions including photographic record of notable existing features. This field investigation will be limited to accessible areas within the existing right-of-way. Inventoried features and conditions will be incorporated into the project GIS database.
- c. Preliminary design values – Project-specific design criteria (typical sections, design speed, functional classification, geometric criteria, etc.) shall be identified and documented in accordance with the latest version of the TxDOT Roadway Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, Highway Capacity Manual - Transportation Research Board, AASHTO – A Policy on Design Standards Interstate System, and other associated State Manuals, as applicable.
- d. Traffic analyses.

The traffic data collection and analysis shall include the following:

- Identify and Obtain Corridor Issues — Including bottleneck problems; access management problems; general congestion; accident locations due to weave problems, sight distance, access points, etc.
- Review previously developed issues
- Identify additional issues
- Develop Initial Project Data
- Review available planimetric and topographic data
- Conduct initial field reconnaissance
- Use other sources of data such as INRIX
- Obtain available digital aerial photography at selected locations
- Obtain traffic data from the State including existing year traffic counts, percent truck data, etc.
- Obtain signal timing plans data from the State
- Obtain crash data from the State
- Obtain existing regional and local transportation plans

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Traffic Data Collection

The Engineer shall be responsible for field review of the project, inventory and cataloging of existing available data. The State shall provide recent counts that were relevant to the study area. Based on review of available existing data, additional data needs will be identified, and data collection efforts will be conducted. Prior to field traffic data collection, the Engineer shall develop a data collection plan and provide to State for approval. The Engineer shall conduct a field review concurrent to the data collection.

Base Year and Future Traffic Volume Preparation

The Engineer shall compile available TxDOT AADT volumes and ADT counts of missing locations from the Traffic Data Collection task to establish a set of existing AADT volumes and intersection turn movements for the existing corridor.

The engineer shall compile available TxDOT annual traffic recording station and vehicle classification count data to devise design hour factors and vehicle classification (truck) portions for the study corridor.

The Engineer shall apply existing traffic origin-destination (OD) data using the Replica on-line application to identify major existing OD patterns in the corridor. The engineer will apply matrix techniques to develop an existing conditions AADT OD trip table for the corridor study area. An existing conditions corridor travel demand model road network will be coded to validate that when the existing conditions OD tables are assigned to the existing network, that segment volumes reasonably match segment counts.

The Engineer shall evaluate multiple sources of corridor traffic growth estimates to determine growth trends for development of project traffic forecasts. These include:

- Historic trend analysis of 20-years of TxDOT AADT counts.
- Evaluation of platted development and current portion of development completed in developments actively under construction.
- The Engineer shall perform travel demand modeling analysis to develop traffic volume forecasts estimates based on regional planning assumptions and effects of other transportation projects. The travel demand modeling analysis shall be based on the most recent official regional Capital Area Metropolitan Planning Organization (CAMPO) travel demand models (TDM). The Engineer shall perform the following tasks:
 - In coordination with the State, obtain the most recent official regional MPO TDM from the Capital Area Metropolitan Planning Organization (CAMPO).
 - Modify the CAMPO model to incorporate potential design alternatives (up to two (2)). Only the assignment process will be conducted. As part of the process, the Engineer will review centroid connector locations and modify if necessary. The Engineer will not

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recalibrate the base year CAMPO model nor modify the socioeconomic data. Traffic volume forecast outputs may be used to evaluate design alternatives and to supplement development of project traffic volumes forecasts for TxDOT Austin District approval.

The above existing traffic and forecast growth information will be compiled in a Traffic Projections Methodology Memorandum for review and concurrence by TxDOT Austin District. The recommended traffic growth projection assumptions will be applied to the existing AADT OD matrix, which will be assigned to the existing corridor road configuration to develop draft No Build forecasts for the corridor. The Engineer shall present the projection methodology memo along with balanced existing AADT counts and No Build forecasts to TxDOT Austin District as part of the approval process.

Pending TxDOT Austin District approval of the AADT counts, No Build forecasts and forecast methodology, the engineer will collaborate with the project design team to devise configuration options for Build alternatives including lane requirements and access management effects on demand patterns. Pending development of ramp locations and configurations, the corridor demand model road network will be modified to the alternative configurations, and traffic assignments will be applied to produce forecasts for each alternative using forecast OD matrices approved by TxDOT for consistency.

The corridor demand model will include a sketch level capacity and operations analysis to aid in preliminary project development decisions. The sketch model shall apply traffic factors to determine design hour volumes and conduct sketch analysis using proposed lane configurations. Areas with noted design deficiencies will be further evaluated using HCM procedures as noted in later scope descriptions.

Pending determination of a preferred alternative, a final traffic assignment will be made to include project AADT forecasts as well as AM and PM design hour volumes. AADT forecasts will be compiled on traffic line diagrams for inclusion in project schematic plans. AM and PM peak DHVs will be compiled as maps and as OD tables applicable to either HCM or traffic simulation analysis, respectively. Forecasts will also be compiled to support environmental studies of project-level air quality and noise analysis.

Traffic Operations Analysis

The Engineer shall analyze traffic operations of design alternatives and the preferred alternative. Analysis of design alternatives shall be at a higher level of detail (deterministic, macroscopic) while the preferred alternative analysis shall be at the microscopic level and apply only to the

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Manor area of the project. The design alternatives analysis process shall consist of the following tasks:

- Develop AM and PM peak hour SYNCHRO traffic models for the corridor for No-Build opening year, and design years to identify operational needs.
- Develop AM and PM peak hour HCS2024 and SYNCHRO traffic models for the corridor for Base Build opening year, and design years. This Build scenario includes 6-tolled lanes and a 6-general purpose lane typical section, optimized intersection signal timings, and basic geometric and traffic management improvements at intersections (turn bays, lane re-assignment, etc.)
- Based on results of SYNCHRO traffic models, perform CAP-X analysis for design year AM and PM peak hour to determine potential design solutions at the major intersections along the corridor.
- Incorporate preferred design solutions (one for each intersection from CAP-X) into Base Build SYNCHRO traffic models for further evaluation of the preferred design solutions and to develop final Build traffic models.
- Crash data will be collected and summarized to identify critical incident location. The contributing cause of the crashes must be reviewed to find patterns, issues and identify mitigation measures that might address existing problems.
- Based on traffic and crash analysis final recommendations of intersection configurations for a 6-tolled lanes and a 6-general purpose lane typical section are presented to support evaluation of ROW needs.
- Documentation - The Engineer shall document the analysis methodology, traffic data gathered, and the results of the traffic operations analysis as Traffic Technical Memorandums. The memorandums will summarize the findings and provide recommendations.

The preferred alternative analysis process shall consist of the following tasks – Optional Work:

- Using existing geometric and traffic volume data, code and calibrate AM and PM peak period *Vissim* models to reflect existing (2024) transportation network conditions along 290 Toll, between Parmer Lane and Old Kimbro Road, inclusive. Models will incorporate 2024 field traffic counts, INRIX origin-destination data (obtained through TxDOT's Statewide Data Contract), and corridor travel time runs/speeds. Models will not be calibrated/validated per FHWA's 2019 *Traffic Analysis Toolbox Volume III* procedures.
- Using the TxDOT-approved traffic volume projections and 2024 calibrated/validated *Vissim* models, develop AM peak and PM peak period models of no-build and build (preferred alternative) conditions during both

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opening and design years. Both no-build and build models shall incorporate previously planned improvements.

- Summarize results of the analysis in a technical report that assesses proposed operational improvements.
- Prepare *Vissim* models for use in 3D animations to support public involvement activities.

Deliverables:

- Data collection plan
- Traffic Projections Methodology Memo
- Traffic line diagrams
- SYNCHRO models (no-build, alternatives, build)
- HCS2024 analysis files (build)
- CAP-X spreadsheets (build)
- Traffic analysis methodology memo
- Traffic data operations analysis memo
- *Vissim* models (existing, no-build, build) – Optional Work
- *Vissim* technical memorandum – Optional Work

Public involvement

Create a public involvement program in advance of and during the environmental project development process that includes the use of communication tools to create public awareness and achieve meaningful public input regarding the study issues and corridor needs. It shall be tailored to suit the issues, impacts and communication style in each corridor and for statewide issues. The public involvement program shall be consistent with statewide planning regulations. It shall be a collaborative process among the Mobility Authority, the Engineer and project stakeholders, and shall be proactive and continuous throughout the project. Significant task work includes: developing a public involvement plan and stakeholder database, responding to public inquiries, holding two (2) working group meetings and two sets of open houses (one in Bastrop County and the other in Travis County) for a total of four (4) open houses, one (1) Public Hearing, disseminating newsletters, attending community events, and providing coordination and support for key stakeholder updates, website content, media relations, and social media. Materials will be accessible and available in Spanish as needed.

Deliverables:

- Public Involvement Plan
- Project brand identity using CTRMA brand guidelines
- Stakeholder Database
- Documentation of Working Group Meetings (x2 presentations and meeting minutes)

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- Open House and Public Hearing materials
 - Outreach materials including postcards, advertisements, email/letters to key stakeholders, flyers, fact sheet
 - Illustrated maps (assumes four (4) alternative maps)
 - Boards (assumes 15)
 - Community survey/poll (2)
 - Videos (Recorded PowerPoint presentation and short, one (1) project overview 2-3 minute video with up to six (6) interviews, four (4) animated 2D videos showing traffic scenarios)
 - Sign-in sheets
- Open House and Public Hearing documentation
- Newsletters (up to 8)
- Website content (assumes website development and hosting costs to be handled by the Mobility Authority)
- Press release/media alert (x4; Open houses, public hearing, environmental clearance)
- Stakeholder Meeting documentation (Assume 10 stakeholder meetings and 10 Elected Official meetings)
- Business outreach
 - Business forums in Travis and Bastrop County (x2 each)
- Community Event attendance (up to 12 events)
- Social media content including graphics, animations and video (up to 36 posts)

Route Option Refinements

The Engineer shall perform up to two rounds of option refinements based on stakeholder input and document the rationale for the refinements. This effort will include the following:

- Refine improvement concepts to address comments by stakeholders.
- Update potential impacts and costs for the refined concepts.
- Provide refined route concepts, potential impacts and estimated costs to the State electronically for review and comment. Conduct a meeting with the State to discuss within one week of providing the refined route concepts to finalize the concepts to be presented in the Engineering Technical Memorandum.
- Coordinate with the State and stakeholders to identify preliminary improvement option recommended preferences and associated rationale.
- Any opinions or estimates of costs or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has

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no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions or estimates of costs or probable construction cost Engineer prepares.

Planning and Feasibility Study Deliverables

Deliverables applicable to this task are listed below:

- Draft and Final Traffic Technical Memorandum
- Draft and Final *Vissim* Technical Memorandum – Optional Work
- Draft and Final Engineering Technical Memorandum
- Final Report compiling documentation of Public Information (PI) efforts
- Preliminary (30%) schematic design layout of the ultimate roadway configuration.

3. SCHEMATIC DESIGN

The Engineer shall prepare an alignment and proposed roadway schematic layout to include projected traffic volumes and existing and proposed typical sections. The Engineer shall furnish Bentley OpenRoads computer generated media containing the roadway schematic layout to the CTRMA. Supporting attachments and exhibits shall accompany the schematic layout. OpenRoads computer generated files containing the roadway design schematic shall be compatible with the software used by the Mobility Authority.

The Engineer shall produce, obtain, review, and evaluate existing and twenty-year projected traffic data for use in the preparation of the schematic design layout. The data shall be utilized in accordance with the requirements for schematic development and consistent with the policies of the Mobility Authority.

The Engineer shall prepare preliminary drawings to identify potential impacts within the project corridor, including impacts to the nature, cultural, and human environment. Identification should include, but not be limited to existing and proposed utilities (public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas is required. Potential utility conflicts and structural impediments must be identified as such. The Engineer shall render assistance to the Mobility Authority for agency meetings as necessary during the development of the schematic design as requested by the Mobility Authority. The

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Engineer shall also render assistance to the Mobility Authority for meetings with affected property owners (MAPOs), public meetings and a public hearing as requested.

An itemization of the schematic design and engineering work activity to be performed under this contract is detailed below. All designs shall be prepared in accordance with the latest version of: *TxDOT Roadway Design Manual*, *TxDOT Project Development Process Manual*, *AASHTO Policy on Geometric Design of Highways and Streets*, *TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges*, *TxDOT Traffic Operations Manual on Highway Operations*, *Texas Manual on Uniform Traffic Control (TMUTCD)*, *Highway Capacity Manual - Transportation Research Board*, *TxDOT Hydraulic Design Manual*, *TxDOT Access Management Manual*, *Public Right-of-Way Accessibility Guidelines (PROWAG)*, and the *AASHTO Guide for the Development of Bicycle Facilities*.

The design schematic horizontal layout will adhere to a design scale of 1 in. = 100 ft (or 1 in. = 200 ft as directed by the Mobility Authority). The schematic layout, exhibits, and attachments will be developed in English units. Bentley OpenRoads computer graphic files furnished to the Mobility Authority must be submitted in electronic format. Schematics will follow the Mobility Authority and Federal Highway Administration (FHWA) standards, the schematic will also follow the CADD standards used by the Mobility Authority and shall be submitted as an original document, accompanied with an original Bentley OpenRoads formatted graphics file. Final copies of the schematic design shall be signed by a professional engineer licensed in the State of Texas.

Schematic Design Work Outline:

Data Collection

The Engineer shall conduct field reconnaissance and collect updated data as necessary to complete the schematic design. Data shall include the following information:

- Previously prepared Feasibility Studies
- Updates to existing and future design year traffic data.
- Aerial photos, planimetric mapping, and DTM
- Environmental Data.
- Previously prepared drainage studies.
- Adopted land use maps and plans as available.
- Federal Emergency Management Agency (FEMA) Flood Boundary Maps and Flood Insurance Studies and Models.
- Public and private utility information.
- Plat research for adjacent properties as available.
- Local Major Thoroughfare Plan.

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Bridge Condition Assessment

- The engineer shall perform a condition assessment for structures that are planned to be incorporated into the final schematic. This condition assessment should consider the existing geometry relative to proposed geometry, bridge structural condition, geometry relative to hydraulic capacity, scour performance, and number and location of columns relative to widening feasibility.
- Rehabilitation work required to address deficiencies such as concrete spalls or joint replacement as indicated in existing inspection reports and identified during condition assessment field work will be reflected in the opinion of probable cost estimate.
- This effort will include the use and incorporation of existing bridge inspection reports as available.
- Field work will not include destructive methods, rather it will be based on visual observations.
- Field work will be limited to those portions of the bridge that are accessible without access equipment.

Roadway Design Criteria

The Engineer shall develop the roadway design criteria based on the TxDOT Roadway Design Manual and AASHTO Policy on Geometric Design of Highways and Streets guidelines. The design criteria shall include the following roadway design elements: design speed, lane and shoulder widths, pavement structure and slopes, horizontal curvatures, horizontal and vertical clearances, range of vertical profile grades, sidewalks, shared use paths, and side slopes.

Preliminary Design Conference

The Engineer shall prepare and submit a preliminary Design Summary Report (DSR) to the Mobility Authority for review and approval and shall attend an initial Kick-Off Meeting to establish and agree on fundamental aspects and concepts and to establish the basic features and design criteria for the project. This meeting will be coordinated with any adjacent projects for continuity.

Develop Base Maps

The base maps to be used for the analysis and proposed schematic layout shall be updated by the Engineer from existing construction and right of way (ROW) plans as available. The Engineer shall re-establish the existing centerline horizontal alignments for roadways, identify existing

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ROW, property owners and the approximate location of major utilities based on a SUE in the preparation of base maps.

Analyze Existing Conditions

Using collected data and base maps, the Engineer shall review the existing conditions based upon available information to develop the schematic design. The analysis shall include, but not be limited to the following:

- ROW determination
- Horizontal alignment
- Vertical alignment
- Pavement cross slopes and pavement type
- Intersection design and analysis
- Sight distance
- Large Guide Signs and Roadside signing
- Level-of-service
- Locations of critical constraints
- Drainage
- Existing access condition

Design Schematics

The schematics shall contain the following design elements:

- Mainlane roadway alignment
- Pavement edges, face of curbs and shoulder lines
- Typical sections of existing and proposed roadways
- Proposed structure locations (including wildlife crossings and fencing structures)
- Preliminary ROW requirements and control-of-access locations
- Drainage systems and FEMA floodplain
- Direction of traffic flow and the number of lanes on roadways
- Existing and projected traffic volumes
- Existing utilities

Schematic Design Considerations

The Engineer shall consider the following in the analysis to optimize the design to exceed minimum design criteria:

- Efficient use of the existing ROW
- Preserving access to side roads and adjacent properties.
- Roadway and intersection geometry exceeds minimum design criteria
- Bicycle and Pedestrian accommodation in design
- Drainage and Hydraulic design

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- Stopping Sight distance exceeds minimum design criteria
- Level-of-service
- Traffic and signal operations
- Construction, ROW, easement, and utility costs
- Construction sequencing
- Traffic control during construction
- Roadside safety appurtenances
- Large guide signage
- Environmental mitigation (For example: Noise Walls, Storm Water Best Management Practices (BMPs), etc.)
- Avoidance and minimization of environmental resources such as parklands, historical resources, archeological sites, etc.
- Bridge Layouts and Clearance
- Accommodation of ultimate corridor configuration.
- Accommodation of future cross street expansion as described in local thoroughfare plan if applicable
- Avoidance of utility lines if feasible.
- Impact of construction delays from utility relocations.

Schematic Design – General Tasks

a. ROW/Property Base Map

The Engineer shall obtain information on existing ROW, easements, and property information from as-built plans, ROW maps, and tax records. The Engineer shall prepare a base map depicting the information.

b. Typical Sections

The Engineer shall update both existing and proposed typical sections as necessary to depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, sidewalks, shared use paths, and ROW limits.

c. Environmental Constraints

The Engineer shall consider impacts to environmentally sensitive sites (as identified by the Engineer and verified by the Mobility Authority) during the schematic design process. Environmentally sensitive sites include natural, cultural, and the human environment. Examples are historic and archeological resources, burial grounds, neighborhood communities and residential areas, farmland, floodplains, wetlands, endangered species, rare habitats, wildlife corridors, wildlife crossings, parks and nature preserves, geologic features, undeveloped areas, and significant trees.

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d. Drainage

The Engineer shall use data from as-built plans, drainage GIS data, topographic data, FEMA maps, Atlas 14 rainfall data, existing hydrologic and hydraulic models and reports, and topographical data, to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The methods used in the hydrologic and hydraulic analyses shall be conducted in accordance with the TxDOT Hydraulic Design Manual, Mobility Authority criteria, and specific guidance provided by the Mobility Authority. The drainage study shall identify the impacts to existing structures and other properties and to the 100-year floodplain due to proposed highway improvements. Provide a drainage study report identifying the results of the study.

The Engineer shall provide the hydrologic and hydraulic models such as HEC-RAS, HEC-HMS, HY-8, SWMM, and other applicable models used in analyses.

The drainage report shall be provided at every submittal unless there is essentially no change to the previous version submitted or having an approval from the Mobility Authority. The Hydrologic portion of a drainage analysis report should contain, but not limited to, the following elements:

- Description of the project location, boundary, purpose, and objectives, including modeling software, hydraulic design criteria, methods, assumptions, limitations, equations, and data used; Major technical decisions and special configurations
- Basin delineation and estimation of parameters for hydrologic modeling.
- Estimation of peak flows at points of interest
- Well annotated pre-project and post-project sub-basin maps with flow path, contours, and major drainage network drawn.
- Discuss how model parameters/coefficients were estimated.
- A table showing the Tc calculation for different flow components, such as sheet flow, shallow concentrate flow and channel flow.
- A table showing the pre-project, pre-mitigation, and post-project (post-mitigation) and post-project peak flows at control (junction nodes and outlet) points for the design and the check floods.
- Discuss the differences of model results between the proposed and the existing hydrologic models.
- A summary of major results, findings, project impact, and special notes/recommendations.
- A digital copy of the working and fully annotated HEC-HMS hydrologic models that provide the modeling scenarios for the 2, 5, 10, 25, 50, and 100- year floods for both the existing and proposed conditions along with the digital drainage report.
- Model plans and runs should have meaningful names, intermittent runs should be cleaned, and a readme file should be provided to explain the model plans, runs and special notes on how to use the models.

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The Hydraulic portion of a drainage analysis report should contain, but not limited to, the following elements:

- Description of the modeling software, criteria, methods, special equations, assumptions, limitations, parameter estimation, data sources and quality, and summary of major technical decisions and special configurations made.
- Discussion of proposed hydraulic condition changes as compared with the existing baseline conditions for each modeling area.
- Hydraulic analyses for pre-mitigation conditions
- Hydrologic and hydraulic analyses to include mitigation structures such as detention ponds
- Preliminary design of post-project trunklines
- Hydraulic analyses of proposed post-project trunklines
- A table showing the pre-project and post-project WSEL at cross sections and hydraulic structures for the design and check floods
- Hydraulic model cross section layout maps with contours and pertinent references
- Discuss mitigation proposed for significant adverse impact areas, including detention pond location, volume, and hydraulic connection.
- A summary of major model results and findings, and flooding depths at locations of interest on main lanes, frontage roads, and local driveways under design flood condition.
- For each major stream crossing structures located in a FEMA SFHA or requiring a bridge class structure, the report shall follow the Hydraulic Report Guidelines referenced and outlined in the TxDOT Hydraulic Manual, Chapter 3, Section 5 under “Special Documentation Requirements for Projects crossing NFIP designated SFHA.”
- A list of recommendations and notes for potential bank erosion and bridge/culvert scour.
- Model plans and runs should have meaningful names, intermittent runs should be cleaned, and a readme file should be provided to explain the model plans, runs and special notes on how to use the models.

The scope of this project includes analysis of multiple FEMA crossings and non-FEMA crossings. The Engineer shall utilize HEC-RAS for FEMA crossings, bridge crossings, and bridge-class culvert (BCC) crossings, resulting in a total of 16 HEC-RAS models. HY-8 shall be used for small, non-FEMA crossings, resulting in a total of 18 HY-8 models. The crossings included in the scope are as follows:

FEMA Zone AE	4
FEMA Zone A	9
BCC (non-FEMA)	3
Culvert (non-BCC)	18

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Additionally, due to the presence of wide floodplains and/or spillover characteristics, the Engineer shall develop HEC-RAS 2D models to support the HEC-RAS 1D models for the following five crossings:

- Gilleland Creek
- Wilbarger Creek
- Wilbarger Creek Tributary 167
- Willow Creek
- Elm Creek

The scope includes an impact assessment for 34 crossings, which represents at least 34 points of interest to be analyzed. The impact analysis will evaluate the potential effects of the proposed improvements on each crossing. Potential impacts will be assessed both upstream and downstream to identify and address adverse impacts due to the proposed project. Additionally, detention analysis is assumed to be required for approximately 18 of these crossings. High-level detention analyses, including preliminary estimates of detention sizes and locations, will be conducted to identify the ROW footprint necessary to accommodate the detention facilities.

The project spans a total of 14.7 miles and includes a combination of storm drain and open ditch drainage systems. The Engineer shall perform parallel drainage analyses to determine the adequacy of the ROW and provide rough quantity estimates. Storm drain analyses will focus on trunkline-level evaluations without detailed inlet or lateral calculations.

For the purpose of this scope, storm drain systems are assumed to extend from the beginning of the project to Bios-De-Arc Road (4.4 mi) and from SH 95 to the end of the project (2.3 mi). For this section, it is assumed that there will typically be two trunklines along the project, resulting in a total of 13.4 miles of trunkline analysis. Open ditch drainage is assumed to span the section from Bios-De-Arc Road to SH 95 (8 mi). High-level analysis is assumed to be required for four ditches within this segment, resulting in a total of 32 miles of ditch analysis.

The project begins just east of SH 130; therefore, no drainage analysis will be conducted at or along SH 130.

ROW Requirements

The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, Intelligent Transportation System (ITS) and environmental mitigation and utility relocation requirements.

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Construction Sequence

The Engineer shall consider the requirements for construction staging and traffic control throughout the development of schematic design to develop a concept through which the proposed design could be constructed.

The Engineer shall prepare preliminary TCP typical sections and a preliminary phasing layout for the purpose of up to two constructability evaluation workshops for the build alternative. The typical sections and phasing layout shall be for the purposes of discussion at the workshops to review basic construction phasing concepts for any critical sequence concerns or constraints to consider and mitigate as possible within the schematic design and proposed ROW needs. The Engineer shall use the TCP requirements for number of lanes to be maintained during construction, cross street closure limitations to develop preliminary TCP layouts.

The construction sequence shall consider temporary vertical and horizontal clearances which may influence the final roadway alignment and profile.

Design Exceptions

The Engineer shall identify, document, and keep a list of Design Exceptions, Waivers, and Variances, to be provided to the Mobility Authority as part of the Geometric Memorandum, which includes a plan showing grouped areas of Design Exceptions and summary tables for FHWA review during coordination meetings. The Engineer shall prepare a Request for Design Exception, Waiver, or Variance (Request) for each Design Exception, Waiver, and Variance identified not exceeding six in total. The Requests shall conform to the requirements of current versions of the Mobility Authority/TxDOT PS&E Preparation Manual including completing the Form 1002 (page 3 of 3) for approval of the request.

Structures

For bridges or bridge-class structures that are to be widened, the Engineer shall request a Bridge Condition Survey be completed to determine the structure's suitability for widening. Aesthetic for the structures (bridge, retaining wall, etc.) is not to be performed by the Engineer.

TCP Coordination

The Engineer will coordinate with TCP designer to determine the limits of TCP and feasibility as they relate to bridge structures as well as evaluation of vehicular clearances during unique construction phases.

Roadway Coordination

The Engineer will coordinate with the roadway designer coordinate superstructure depths, column placements, horizontal and vertical geometry recommendations, and substructure protection.

Hydraulic Coordination

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The Engineer shall accommodate hydraulic demands and favorable scour performance by providing an adequate hydraulic opening and alignment of substructure units.

Bridge Design

The Engineer will layout bridge structures considering the following criteria:

- Obstacles such as existing structures, environmental, utilities,
- Minimize bridge footprint
- Maximize structural efficiency by extending superstructure spans as needed
- AASHTO LRFD Bridge Design Specifications
- TxDOT Bridge Design Guide/Manual guidance
- Balance span lengths as appropriate
- We assume a maximum of 48 individual grade separations. This accounts for both eastbound and westbound 290 as well as frontage road bridges required for hydraulic conveyance. Many of these structures are assumed to be twin structures or widenings.
- Structures information will be shown on roll plots. General layouts for each bridge structure is not part of this scope unless specifically included.

UPRR Exhibit A

The Engineer will develop a preliminary layout of both the railroad overpass near Central Avenue and the underpass near Main Street.

- This layout will include the roadway geometrics, bridge layout, horizontal/vertical clearance envelope, and track profile.
- UPRR criteria shall be used for preparing the exhibit. In the absence of specified criteria, TxDOT's design guidance for UPRR/BNSF design will be used.

Geotechnical Investigation – Optional Work

The Engineer will perform borings, laboratory testing and develop a geotechnical report.

The following items will be included in the geotechnical investigation:

- Drill 15 borings, each to a maximum depth of 50 feet (total drilling footage 750 feet) for the proposed cut walls according to 2024 TxDOT Geotechnical Manual.
- The borings will be spaced no more than 200 feet apart.
- Laboratory testing on retrieved samples. The tests will include Atterberg limits, minus 200 sieve, moisture content, unconfined compression, swell potential, CU triaxial, and consolidation.
- Stability analyses for two (2) cut walls. A total of four (4) stability analyses will be performed.

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- Develop a Geotechnical Report. The report will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data and stability analyses.

Preliminary Lighting Placement Review and Cost Estimation

The Engineer shall perform a preliminary review of the draft schematic roll plots for the build alternative to provide a high-level recommendation on the lighting placement for the mainlanes and ramps for the purposes of cost estimation and to verify identified proposed ROW is sufficient. The Engineer shall not perform photometric analysis or prepare Lighting Warrant Memo for the lighting recommendation.

Geometric Design Schematics

The Engineer shall develop geometric design schematics based on the selected planning study improvement concept design after the basic layout, lane arrangement, and ROW and easements requirements depicted on the conceptual schematics is approved. The Mobility Authority may require this task be performed using OpenRoads Technology.

The geometric schematic plan view shall contain the following design elements:

- Bentley OpenRoads calculated roadway alignments for mainlanes, general purpose lanes, ramps, direct connectors, bridges, managed lanes, frontage roads and cross streets at major intersections and grade separations.
- Horizontal curve data shown in tabular format
- Pavement edges, curb lines, sidewalks for roadway improvements
- Typical sections of existing and proposed roadways
- Proposed structure locations, bridge layouts including abutment, bent and rail locations
- Existing and proposed major utilities
- Existing property lines and respective property ownership information
- Existing ROW and easements
- ROW and easements requirements adequate for preparation of ROW maps
- Waters of the US (WOUS)
- Control-of-access limits
- Existing and projected traffic volumes
- Location and text of the existing and proposed general purpose lanes guide signs and the preliminary locations for changeable message signs
- Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on roadways
- Existing utilities

The geometric schematic profile view shall contain the following design elements:

- Calculated profile grade and vertical curve data including "K" values for the mainlanes

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- Existing ground line profiles along the mainlanes
- Grade separations and overpasses including preliminary bent locations, girder type, and span lengths.
- Calculated vertical clearances at grade separations and overpasses
- Evaluate side street and driveway geometries
- Bicycle and pedestrian accommodation
- Large guide signs
- Pavement markings

The calculated profile grade for frontage roads, connectors, ramps, and cross streets will be shown on separate Supplemental Profile rolls.

Cross-Sections

The Engineer shall use OpenRoads to generate preliminary cross-sections every 100 feet and at culvert locations or other critical locations in conjunction with the Geometric Schematic. The Engineer shall determine earthwork volumes for use in the cost estimate and shall prepare 11"x17" sheets of the cross-sections.

Retaining Walls

Prepare preliminary retaining concepts to be shown on schematics, typical sections, and cross sections.

- Determine if additional walls are required and verify the need for and length of the retaining wall as shown on the ultimate schematic.
- Compute and tabulate retaining wall quantities for preliminary design milestone plans submittal.

For the construction cost, feasibility, and ROW impact, the wall type will be broken down by cut and fill wall types. This analysis effort will be documented with the final schematic and cost estimate. Wall types include the following:

- Cut Wall
 - Soldier Pile
 - Tied Back Soldier Pile
 - Soil Nail
- Fill Wall
 - Cast in Place Cantilever
 - Mechanically Stabilized Earth

Value Engineering Study

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The Engineer shall participate in a Value Engineering (VE) study for this project after the 60% schematic submittal. The participation in the group session will be limited to the first and last days. The Engineer shall prepare exhibits and reference documents for the group session and be available for additional information during the group session. The Engineer shall evaluate the VE recommendations for implementation into the project and complete TxDOT form 2502. Recommendations from the VE Study approved for implementation into the project shall be incorporated into the schematic design unless otherwise directed by the Mobility Authority.

3D Design and Model

The Engineer shall use OpenRoads and other design software as approved by the Mobility Authority. This information shall be used for public informational meetings, conflict resolution, feasibility analysis, aesthetic feature presentations and confirmation of design intent. Graphics shall be high-resolution and capable of being displayed or run on standard Mobility Authority computers.

Preliminary Cost Estimate

The Engineer shall prepare a preliminary cost estimate for the project, including the costs of construction, required ROW and associated improvements, and eligible utility adjustments. Current State unit bid prices will be used in preparation of the estimate.

The estimate for bridge structures will be based on the current State Low Bid Average for New and Replaced Bridges as reported by TxDOT. The estimate shall consider square foot and overall length as well as bridge type based on required span length.

Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

Engineering Summary Report

The Engineer shall prepare a report to summarize the design criteria, traffic analysis, preliminary cost estimate and basis of estimate, construction sequence description, and utility conflict issues.

Railroad Agreements

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The Engineer shall prepare a railroad Exhibit A for the two (2) proposed railway crossings in Elgin in accordance with the railroads requirements and State policies and procedures.

The Engineer will facilitate up to four (4) meetings with each of the railroads, for a total of eight (8) meetings to coordinate the proposed design, establish requirements, and schedules.

Schematic Design Project Deliverables

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files as applicable. The number of deliverable items will be determined by the Mobility Authority.

- a. Engineering Summary Report
- b. Traffic and Operational Analysis Report
- c. Preliminary Drainage Study Report
- d. Conceptual Design Schematics roll plots
- e. Geometric Schematic layouts (1 inch = 100 feet)
- f. Design Schematic Profiles rolls
- g. Design Schematic Cross-Sections
- h. HEC-RAS model digital files from drainage study.
- i. Preliminary Construction Phasing Layouts and Typical Sections
- j. Electronic copy of traffic simulation for the recommended build alternative (output of 3D animation task outlined in Task 2) – Optional Work
- k. Average Daily Corridor Traffic Projections Report (developed as part of Travel Demand Modeling and Future Traffic Volume Preparation in Task 2)
- l. Line schematics with traffic data shown (developed as part of Travel Demand Modeling and Future Traffic Volume Preparation in Task 2)
- m. Documentation of MAPO, Public Meeting, and Public Hearing
- n. Form 2502 Executive Decision Summary VE Team Recommendations
- o. Design Exception/Waiver documents
- p. An Electronic submittal of the OpenRoads Drainage and Utility, HEC-RAS, SWMM, & HMS models. The models must be approved by the State's District Hydraulic Engineer prior to generating reports.
- q. Retaining Wall location summary
- r. Cost Estimates for each milestone submittal
- s. KML / KMZ file of conceptual design schematic created from applicable .dgn files for reviewing in Google Earth.
- t. Final schematic 3D model created using Open Roads software.
- u. Electronic files shall be furnished to the Mobility Authority on a Universal Serial Bus (USB) flash drive.

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- v. Environmental Management System Advanced Planning & Development (APD) Form 2442
- w. Large guide sign Layout
- x. Renderings up to 15 (Optional Work)
- y. Animation/Visualizations at three interchanges with direct connectors (Optional Work)

4. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
Environmental – Planning and Feasibility Study

Environmental data collection

The Engineer shall review previously collected environmental data including previous reports prepared to the US 290 corridor. This effort will include the following:

- a. Review of past study data.
- b. Conduct windshield survey.
- c. Update area secondary source environmental data provided by the State including land use, developed areas, property lines, floodplains, wetlands, utilities, oil and gas wells, and other features that could influence the development of route concepts.
- d. Update the area aerial map provided by the Mobility Authority to depict relevant secondary source data.
- e. Prepare an environmental features map depicting the study area and environmental features that could influence the development of improvement concepts.
- f. Conduct up to four (4) one-on-one meetings with individuals familiar with future developments, planning, and environmental resources.
- g. Prepare an Environmental Technical Memorandum to summarize environmental feature findings in establishing the environmental setting for the project.
- h. Distribute draft technical memorandum to the Mobility Authority for internal review.
- i. Address comments and finalize the Environmental Technical Memorandum and submit electronic copy to the Mobility Authority.

Assumptions

The Engineer shall provide right-of-entry (ROE) and coordination with landowners prior to proposed survey investigations.

1. Environmental Documentation.

Environmental documentation shall be based upon feedback from the State on the level of Environmental Study and documentation that will be required. Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the

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Mobility Authority and (where applicable) by agencies with regulatory oversight. Deliverables must meet regulatory requirements for legal sufficiency and must adhere to the requirements for reports enumerated in the State's NEPA MOU.

a. Quality Assurance/Quality Control Review

For each deliverable, the Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current Environmental Compliance Toolkit guidance published by the State's Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed.
- Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
- FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for:
 - Readability, and
 - Use of evidence and data in documents to support conclusions.
 - Upon request by the Mobility Authority, the Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff

b. Deliverables shall contain data acquired during the environmental service. Deliverables shall be written to be understood by the public and must be in accordance with the State's Environmental Toolkit guidance, documentation standards, current guidelines, policies, and procedures.

c. Electronic versions of each deliverable must be written in software which is compatible to the Mobility Authority and must be provided in a changeable format for future use by the Mobility Authority. The Engineer shall supplement hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable.

d. Submission of Deliverables

- Deliverables shall consist of technical reports of environmental services performed in addition to the assembled Environmental Document.
- Deliverables must comply with applicable state and federal environmental laws, regulations and procedures and include items listed in the Environmental Document Review Checklist.
- On the cover page of each technical report and environmental document prepared under the authority granted by this MOU, and for memorandum corresponding to the

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documentation, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in the project record:

- o "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a

Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."

e. The Mobility Authority shall provide the State's and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:

- to include Mobility Authority commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the Transportation Activity as specified by the Mobility Authority;
- to incorporate the results of public involvement and agency coordination;
- to reflect mitigation measures resulting from comments received or changes in the Transportation Activity; and
- include with the revised document a comment response form (matrix) in the format provided by the Mobility Authority.

f. Photographs shall be well focused and clearly depict details relevant to an evaluation of the project area. Provision of photographs shall be one original print of each image or electronic presentations of comparable quality. Comparable quality electronic photograph presentations shall be at least 1200 x 1600 pixel resolution. Photographs shall be attached to separately labeled pages that clearly identify project name; project identification (ID) number; address or Universal Transverse Mercator (UTM) of resource; description of the picture and direction of the photographic view. In addition to the hard-copy prints, an electronic version of each will be submitted with the same identification information as the hard-copy.

Technical Reports and Documentation

Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

Technical reports and documentation must be produced before an environmental document is prepared in order to identify issues early in the process. The State will determine what technical reports and documentation will be necessary for any given project. Technical reports and documentation must be prepared for the Mobility Authority with detail and clarity to support environmental determination(s). Technical reports shall be compliant with TxDOT Environmental Compliance Toolkits. The environmental document will reference the technical reports.

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Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must include information to determine the significance of impacts. Some examples of environmental technical reports and documentation are listed below:

- ECOS scoping
- Biological Evaluation Form
- Air Quality Analysis
- Archeological Background Study
- Texas Antiquities Permit Application
- Archeological Survey Report
- Bicycle and Pedestrian Accommodation
- Community Impacts Assessment
- Biological Resources
- Farmland Protection Policy Act · Hazardous Materials
- Historic Resources Project Coordination Request (PCR)
- Non-archeological Historic-age Resources Research Design
- Non-archeological Historic-age Reconnaissance Survey Report
- Indirect and Cumulative Impacts
- Public Involvement
- Traffic Noise Analysis

Minimum Deliverables for documents and technical reports: (Additional deliverables to be identified in a work authorization based on work assigned).

- .1 Environmental Data Collection
- .2 Technical Reports and documentation
 - 4.2.1 ECOS Scoping
 - 4.2.1.1 WPD Forms
 - 4.2.1.2 Project Description Technical Report and Updates
 - 4.2.1.3 Right-of-Entry Letters Round 1
 - 4.2.1.4 Right-of-Entry Letters Round 2
 - 4.2.1.5 Right-of-Entry GIS Map and Monitoring
 - 4.2.1.6 Purpose and Need Statement
 - 4.2.2.1 Species Analysis Form Draft

Upon issuance of NTP, the Technical Expert shall perform desktop and field analyses to support preparation of ENV's Species Analysis Spreadsheet and Species Analysis form.

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The Technical Expert shall download the current version of ENV's Species Analysis Spreadsheet and Species Analysis form from ENV's environmental compliance toolkits at. The Technical Expert shall prepare ENV's Species Analysis Spreadsheet and Species Analysis form and conduct field analysis in accordance with current guidance, instructions, and documentation standards

The minimum documentation requirements for this task are listed below. The Technical Expert shall provide items 1-9 each as a separate file. Unique project settings may require additional documentation. In that situation, the Technical Expert shall coordinate with the State's POCs to determine what additional documentation is needed. Draft documents must have the word "Draft" at the beginning of the file name. If there are multiple drafts of the same file, then documents must have a sequential version number. Final documents must have the word "Final" at the beginning of the file name.

Species Analysis Spreadsheet. (draft Excel, final PDF)

Species Analysis Form. (Word)

Texas Natural Diversity Database (TxNDD) file, including TxNDD map at 1.5 and 10 miles with table of Element of Occurrence Identification numbers (EOIDs). The minimum information in the EOID table must be EOID Number, Common Name, Scientific Name, Listing Status, and Buffer Zone. If TPWD provided the TxNDD search, they typically provide the associated Element of Occurrence Records (EORs). Attach EORs after the map and table. (PDF)

EMST map(s) showing the project area and mapped EMST vegetation types within and adjacent to the project area. The same type of maps must be produced for observed vegetation types. Maps must be combined into a single file. (PDF)

Documentation of TPWD Best Management Practices Form (for EA/EIS projects or CE projects that will be coordinated with TPWD) or documentation that TPWD coordination is not required on Species Analysis Form. (Word)

TPWD RTEST county list must be obtained less than six months prior to the final deliverable. (PDF)

USFWS Information, Planning, and Consultation (IPaC) system official species list with an IPaC project code must be obtained less than six months prior to the final deliverable. (PDF)

Verification of TxDOT team members (TxDOT-NRM and District POCs added to the IPaC project team. (email and IPaC Project Code)

Shapefiles or .kmz used to obtain the IPaC list.

Project location maps (must be under Project when filed in ECOS). (PDF)

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Project site photos (must be under Projects when filed in ECOS). General project area photos uploaded under Project. Biology specific photos uploaded under Biology. (PDF)
If it is determined that consultation (information or formal) is required with USFWS or specific-specific surveys are needed, a supplemental work authorization would be required.

4.2.2.2 Species Analysis Form Final

See scope in Task 4.2.2.1.

4.2.2.3 Species Analysis Spreadsheet Draft

See scope in Task 4.2.2.1.

4.2.2.4 Species Analysis Spreadsheet Final

See scope in Task 4.2.2.1.

4.2.2.5 Tier 1 Site Assessment Draft

4.2.2.6 Tier 1 Site Assessment Final

4.2.3.1 Air Quality Analysis Draft

4.2.3.2 Air Quality Analysis Final

4.2.3.3 Input and output files and supporting documentation (i.e. traffic files, modeling locations, etc.)

4.2.3D MSAT Coordination Call, meeting notes, and determinations

4.2.4.1 Archeological Background Study Draft

4.2.4.2 Archeological Background Study Final

4.2.5.1 Texas Antiquities Permit Application Draft

4.2.5.2 Texas Antiquities Permit Application Final

4.2.6.1 Archeological Survey Report Draft

4.2.6.2 Archeological Survey Report Final

4.2.7.1 Bicycle and Pedestrian Accommodation Draft

4.2.7.2 Bicycle and Pedestrian Accommodation Final

4.2.8.1 Community Impacts Assessment Draft

4.2.8.2 Community Impacts Assessment Final

4.2.8.3 ROW and Displacements GIS Mapping and Updates

4.2.10.1 Farmland Protection Policy Act Draft

4.2.10.1 Farmland Protection Policy Act Final

4.2.11.1 Hazardous Materials Draft

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- 4.2.11.2 Hazardous Materials Final
- 4.2.11.3 Hazardous Materials Updates
- 4.2.12.1 Historic Resources Project Coordination Request (PCR) Draft
- 4.2.12.2 Historic Resources Project Coordination Request (PCR) Final
- 4.2.12.3 Section 4(f) Evaluation Draft
- 4.2.12.4 Section 4(f) Evaluation Final
- 4.2.13.1 Non-archeological Historic-age Resources Research Design Draft
- 4.2.13.2 Non-archeological Historic-age Resources Research Design Final
- 4.2.14.1 Non-archeological Historic-age Reconnaissance Survey Report Draft
- 4.2.14.2 Non-archeological Historic-age Reconnaissance Survey Report Final
- 4.2.15.1 Induced Growth Impacts Draft
- 4.2.15.2 Induced Growth Impacts Final
- 4.2.15.3 Cumulative Impacts Draft
- 4.2.15.4 Cumulative Impacts Final
- 4.2.16.1 Public Involvement - Stakeholder Research
- 4.2.16.2 Public Involvement - Public meeting preparation
- 4.2.16.3 Public Involvement - Public meeting themes
- 4.2.16.4 Public Involvement - ENV participation in stakeholder outreach - assume 10 meetings
- 4.2.16.5 Public Involvement - ENV participation in elected official updates (assume 10 meetings)
- 4.2.16.6 Public Involvement - ENV Public Hearing Preparation
- 4.2.16.7 Public Involvement - ENV Public Hearing Attendance
- 4.2.16.8 Public Involvement - ENV Assistance with Public Hearing Comment Response Development
- 4.2.17.1 Traffic Noise Analysis Draft
- 4.2.17.2 Traffic Noise Analysis Final
- 4.2.17.3 Traffic noise model input and output data files (Draft)
- 4.2.17.4 Traffic noise model input and output data files Final
- 4.2.17.5 Traffic noise wall constructability analysis memo Draft
- 4.2.17.6 Traffic noise wall constructability analysis memo Final
- 4.2.18.1 Economic Cost Benefit Analysis Draft (Earnest Lloyd to provide by 12/31)
- 4.2.18.2 Economic Cost Benefit Analysis Final

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4.2.19.1 Surface Water Analysis Draft

The Technical Expert shall download and use the latest version of ENV's Form: Surface Water Analysis from the TxDOT Environmental Compliance Toolkits website. The task can include a single site visit to the proposed project area to identify site conditions, if needed, to effectively complete the surface water analysis form. The draft and final deliverables must include identification of sources for supporting documentation such that the State, upon examination and by way of a sound and explicit rationale, will reach the same conclusions and associated responses as those reflected on the surface water analysis form for the following resource disciplines: Section 404 of the Clean Water Act, Section 401 of the Clean Water Act, Executive Order 11990 Protection of Wetlands, and Executive Order 11988 Floodplain Management.

The Technical Expert shall provide a draft and final surface water analysis form, including identification of sources for supporting documentation.

4.2.19.2 Surface Water Analysis Final

See scope in Task 4.2.19.1.

4.2.19.3 Waters of the US Delineation Report Draft

The Technical Expert shall download and use the latest version of ENV's Documentation Standard for Waters of the U.S. Delineation Report and Template: for Waters of the U.S Delineation Report. The Technical Expert shall provide a draft and final delineation report, to include water features within the project area.

In addition to the technical report, the Technical Expert shall submit GIS data in accordance with ENV's Documentation Standard for Waters of the U.S. Delineation Data.

GIS Data and Other Electronic Location Files

The Technical Expert shall provide the post-processed GIS files associated with the delineation in accordance with the responsibilities of the Technical Expert. The Technical Expert shall also provide .kmz files to the State.

The Technical Expert shall provide a draft and final delineation report including supporting forms and exhibits, with overriding consideration given to project-specific conversation with the State's POCs and applicable ENV guidance.

It is assumed that development of USACE PCN or IP permitting documents is not included in the scope of work and would require a supplemental agreement.

4.2.19.4 Waters of the US Delineation Report Final

See scope in Task 4.2.19.3

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4.2.19.5 Section 404 / Section 10 Impact Table Draft

The Technical Expert shall download the latest version of ENV's Template: Section 404/10 Impacts Table from the TxDOT Environmental Compliance Toolkits website. The Technical Expert shall prepare and provide a draft and final Section 404/10 impacts table in accordance with TxDOT ENV's Template: Section 404/10 Impacts Table and Instructions – Preparing a Section 404/10 Impacts Table. The table must include detailed and accurate project-specific information, with fields completed according to the associated instructions.

4.2.19.6 Section 404 / Section 10 Impact Table Final

See scope in Task 4.2.19.5

4.2.20.1 Draft Environmental Document Draft

4.2.20.2 Draft Environmental Document Final

4.2.20.3 Notice of Availability Draft

4.2.20.4 Notice of Availability Final

4.2.21.1 Final Environmental Document Draft

4.2.21.2 Final Environmental Document Final

4.2.22.1 Environmental Decision Draft

4.2.22.2 Environmental Decision Final

4.2.23.1 Maintain Project File

5. UTILITY ENGINEERING INVESTIGATION

The Engineer shall complete a Quality Level D Subsurface Utility Engineering (SUE) investigation within the existing and proposed ROW along US 290 and major cross streets for 500' past the limits of the project. An estimated 723,000 linear feet (LF) of QLD SUE has been included in the scope of work.

Utility Base Map

The Engineer shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The Engineer shall prepare a base map depicting the utility locations. The Engineer shall create and maintain a utility conflict matrix along with a utility conflict exhibit through the duration of the contract identifying potential known conflicts. The Engineer shall coordinate and meet with SME's to mitigate utility conflicts as project design advances (up to 36 meetings).

DELIVERABLES:

- Utility Conflict Matrix

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- Utility Conflict Exhibit
- Existing Utility Layout - depicting SUE QL-D along with stationing and roadway improvements
 - o industry accepted color codes for each utility type;
 - o include legend on each page denoting utility owners;
- Quantity (linear feet) of Level D for each utility should be noted in a table on each page.
 - o Utility conflict numbers labeled to match conflict matrix,
 - o Final existing layout sheets should be signed & sealed

Utility Summary to indicate major utility facilities or time sensitive items pertaining to utilities that need to be addressed in PS&E.

Optional Advanced SUE Investigation

The Engineer shall complete up to 10,000 LF of QLC SUE, 10,000 LF of QLB SUE and up to ten (10) QLA SUE test holes at protentional conflict locations as approved by the CTRMA.

6. ROW SURVEY AND AERIAL MAPPING

1. ROW SURVEY

1.1. Survey of Existing ROW

1.1.1. The Surveyor shall research Travis and Bastrop Counties Appraisal district records and obtain owner information for the properties within the proposed corridor. The Surveyor shall prepare a spreadsheet of current ownership adjacent to the existing ROW in order to obtain Right of Entry (ROE), if necessary. The Surveyor will send out ROE letters (approved by the Client) prior to accessing private properties. For non-responsive landowners, letters will be sent via certified mail and/or hand delivered. If still no response, a copy of the letter will be left at the front door or gate. Signed ROE letters are documented in the ownership table with specific conditions/notes provided.

1.1.2. The Surveyor shall obtain vesting adjoiner deeds, plats, TxDOT ROW deeds found of record and record easements within and crossing the ROW and provide an abstract base map in a 2 dimensional (2d) dgn format of adjoining private or public ownership to include reference information, record ROW lines, record deed property lines, record deed acreage and known easements crossing or adjacent to

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the ROW. The abstract map shall show the provided planimetrics file obtained from the design aerial Lidar (provided by others).

1.1.3. Surveyor shall perform a survey of the existing US290 ROW limits SH 130 to SH 95 South in Elgin, TX (± 15 mi.), and including along intersecting roadways (minimum of 100' from intersection), of existing right of-way lines and adjoining public easements listed/shown on record subdivision plats & adjoiner deeds. ROW determination shall be based on a best fit analysis of ROW and front corner monuments. Surveyor shall research, obtain, and utilize for the survey the following:

- 1.1.3.1. Existing ROW maps or documents
- 1.1.3.2. Recorded ROW dedications
- 1.1.3.3. Recorded ROW conveyance instruments
- 1.1.3.4. Recorded subdivision plats adjacent to the existing ROW
- 1.1.3.5. Recorded adjoining deeds and easements if listed in the record deeds/subdivisions
- 1.1.3.6. Records obtained in the course of research which affect the subject properties

1.1.4. The existing ROW survey shall not require a boundary survey of the properties adjacent to the existing ROW. Boundary surveys of adjacent properties will be required only after additional right-of-way or easement acquisition is identified and will be included in a separate work authorization/supplemental work authorization.

1.1.5. The existing ROW survey shall not require setting missing monumentation of the existing ROW. Monumentation may be performed in a future phase of surveying services.

1.1.6. The Surveyor shall provide a dgn of the existing ROW within the project limits. The map will show existing centerline/baseline with stationing and show found property markers and calculated points along the existing ROW lines.

1.2. Field Surveys

As necessary, to supplement the aerial mapping, provide a supplemental ground survey of obscure areas, drainage structures, manholes, pipe sizes and flow lines with inverts outside of the pavement and bridge structures within the limits of the existing US 290 ROW. In addition, digital photographs shall be obtained by the Surveyor for each quadrant at each road intersection and digital photographs of street signs within the

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project corridor.

2. AERIAL MAPPING

2.1 TASKS TO BE COMPLETED

- i. Aerial Photography
- ii. The Engineer's Surveyor shall provide aerial photography for low altitude aerial mapping appropriate for detailed design.
- iii. Ground Control Accuracy Standards
 - The Engineer's Surveyor shall provide horizontal ground control that meets standards of accuracy required by the Mobility Authority and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
 - The Engineer's Surveyor shall provide vertical ground control that meets standards of accuracy required by the Mobility Authority and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
- iv. Paneling Placement Specifications
 - For purposes of this Contract, standards and specifications shall be in accordance with established guidelines and recommended or approved by the Mobility Authority.
- v. Aerial Photography Standards and Specifications
 - For purposes of this Contract, standards and specifications shall be in accordance with established guidelines and recommended or approved by the Mobility Authority.
- vi. LiDAR Technology
 - The use of LiDAR Technology (mobile, terrestrial, or aerial) will be acceptable when approved by the Mobility Authority and the accuracies of the specified tasks it will be used for are met or exceeded.

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DELIVERABLES

The Engineer's Surveyor shall provide:

- Digital Orthophotos
- A photo index of the scanned aerial film frames or digital image frames for each frame of photography in the project.

2.2 DGN, DTM and TIN Files

The Engineer's Surveyor shall prepare DGN, DTM and TIN files covering the specific work location, meeting standards and specifications as required.

i. Horizontal Ground Control Accuracy Standards

The Engineer's Surveyor shall provide horizontal ground control that meets standards of accuracy required by the Mobility Authority and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

ii. Vertical Ground Control Accuracy Standards

The Engineer's Surveyor shall provide vertical ground control that meets standards of accuracy required by the Mobility Authority and as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

iii. Map Accuracy Standard

Aerial mapping must meet or exceed the requirements for ASPRS Class 1 standard for 1" = 40' scale mapping with a one-foot contour interval.

Field verification of adherence to the required accuracy specification is at the discretion of the Mobility Authority.

iv. Statement of Map Accuracy

For maps that are not field checked but have been compiled to meet the Mobility Authority's accuracy standard, the Engineer's Surveyor shall include the following statement along with the Photogrammetrist's seal on the delivered hard copy and digital versions of the map:

"This map was compiled to meet the ASPRS Standard for Class 1 map accuracy."

If the map was checked and found to conform to this spatial accuracy standard, the statement above and the following statement must also be included on the delivered hard copy and digital versions of the map, and in the field check

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summary:

“This map was checked and found to conform to the ASPRS Standard for Class 1 map accuracy.”

DELIVERABLES

The Engineer’s Surveyor shall provide:

- DGN, DTM and TIN files on a medium and in a format acceptable to the Mobility Authority.
- Orthophotography (created using the DTM) in tiff format (3 banded) with world files. If digital, depending on intended use, deliverable formats must include:
 - Raw tiff image – rectified – 4 Band Tiff (for archive only).
 - Color photography – rectified – 3 Band Tiff and Mr. Sid.
 - Infrared Photography – rectified – 3 Band Tiff and Mr. Sid.

3. HORIZONTAL AND VERTICAL CONTROL FOR AERIAL MAPPING

3.1 TASKS TO BE COMPLETED

- i. Prepare and submit an Aerial Ground Control Layout showing the proposed control and offsite control points, and aerial ground control points, for approval by the Mobility Authority.
- ii. Establish and determine the coordinates of the offsite and control points, and aerial ground control points.
- iii. Establish and determine the elevations of the offsite and control points, and aerial control points.
- iv. Place aerial ground control target material at the established points and maintain until the photographs from the flight are approved.
- v. Prepare, to scale, a Survey Control Index Sheet, a Horizontal and Vertical Control Sheet, and an individual control data sheet for each offsite and control point, and aerial control point.

3.2 TECHNICAL REQUIREMENTS

- i. Aerial photography control surveys must be performed under the direct

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supervision of a RPLS currently registered with the TBPLS

- ii. The coordinate location of the aerial control points shall be based on acceptable methods, conducted by the Engineer's Surveyor, and must meet the standards of accuracy as set forth below:

Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- iii. The elevation of the aerial control points must be based on acceptable methods, conducted by the Engineer's Surveyor, and shall meet the standards of accuracy as set forth below:

Reference may be made to standards of accuracy for horizontal control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- iv. The elevation of aerial control points based on side shots or short traverses must meet the following criteria:

- Side shots or short traverses must begin and end on vertical ground control as described above.
- Standards, procedures, and equipment used must be such that the vertical location relative to the control may be reported to within 0.02 of one (1) foot.

DELIVERABLES

- i. Submit a final aerial control point layout showing the location of the points and labeled with their respective alpha-numeric designations.
- ii. Submit a plot and computer graphics of an 11 inch by 17 inch index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project, signed, and sealed by a RPLS, and as directed by the Mobility Authority.
- iii. Submit the graphics files and scanned images of the control data sheets.
- iv. Submit a written statement describing the datum used along with copies of relevant NGS and data sheets
- v. Submit a written tabulation of aerial control points with their respective

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alpha-numeric designations, surface coordinates (for center panel points only), and elevations.

7. TOLLING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

i. PROJECT COORDINATION

The Engineer shall coordinate issues and communications with Mobility Authority's internal resource areas through the Mobility Authority's Project Manager. The Mobility Authority will communicate the resolution of issues and provide the Engineer direction and reference material such as-builts through the Mobility Authority's Project Manager. The Engineer shall attend a Tolling and ITS kick-off meeting with CTRMA ITS and Operations Staff to review goals, needs, and objectives of the toll and ITS systems. The Engineer shall coordinate and attend coordination meeting with Mobility Authority's Toll System Integrator to review physical and electrical infrastructure requirements and standards of the tolling system.

ii. TOLLING AND ITS PLANNING WORKSHOPS

The Engineer shall gather existing ITS information from field reviews and documentation provided by the Mobility Authority including as-builts, as-lets, and other available information on the corridor and adjacent corridors. The Engineer shall attend up to two workshops with the Mobility Authority's ITS and Operations Staff and Toll System Integrator to review and discuss future ITS and tolling infrastructure needs for consideration within the schematic design. The Engineer shall develop an exhibit in KMZ or PDF format for each workshop that depicts the schematic design to date, proposed guide sign layouts and text, gantry and toll equipment pad locations, and pertinent existing ITS information. The workshops will help to determine guide sign placement and messaging, potential dynamic message sign locations and needs, gantry location and roadside infrastructure placement and needs, ITS duct bank location opportunities providing adequate utility buffers, etc. to be considered in the final schematic design, construction estimate, and ROW footprint.

iii. DELIVERABLES

- ITS Workshop exhibits
- ITS Workshop comment log and meeting minutes

ATTACHMENT D

Key Personnel

- 1.) Project Manager - Srikanth Koneru
- 2.) Environmental Task Lead – Shane Valentine, P.G.
- 3.) Schematic Task Lead – Trey A. Neal
- 4.) Structural Task Lead – Lee Freiberg
- 5.) Drainage Task Lead – Chad Cormack
- 6.) Traffic Task Lead – Matthew G. Best
- 7.) Public Involvement Specialist – Brittani B. Kaim

ATTACHMENT E

FEE SCHEDULE (Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an “X” in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) included with each Work Authorization. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<input type="checkbox"/>	Lump Sum	<p>The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the Mobility Authority as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables.</p> <p>The Mobility Authority will agree to pay Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, a Lump Sum amount for the specified category of services.</p> <p>The Lump Sum will include compensation for Engineer's services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.</p> <p>The portion of the Lump Sum amount billed for Engineer's Services will be based upon Engineer's estimate, as approved by the Authority's Director of Engineering, of the proportion of the total Services completed during the billing period to the Lump Sum amount.</p>

	Unit Cost	<p>The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.</p> <p>The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing.</p> <p>Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.</p>
	Specified Rate Basis	<p>The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director.</p> <p>The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus reimbursable expenses and sub consultant's charges, if any.</p>
X	Cost Plus	<p>The Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows: <i>Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).</i></p> <p>The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.</p>

Without prior approval by the Executive Director, the Mobility Authority shall not reimburse the Engineer for expenses associated with relocating personnel to complete the services described by this Contract. Roadway tolls incurred by the Engineer or any of its subconsultants in connection with performance of the Services will not be reimbursable under this Contract. Reimbursement shall be limited to the terms of any financial assistance or Project agreements with TxDOT or other third parties. Travel expenses will be limited to the rates published by the Texas Comptroller of Public Accounts.

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

*The **MAXIMUM AMOUNT PAYABLE** is \$19,958,257.74.

* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.

ATTACHMENT F

Work Schedule

to be provided with each work authorization

ATTACHMENT G
Computer Graphics for Document and Information Exchange

to be provided with each work authorization

ATTACHMENT H

Subcontracting

HDR Engineering, Inc. planned subcontract team members at the Contract effective date:

Aguirre & Fields, LP
Concept Development & Planning, LLC
Corsair Consulting, LLC
EDGE Engineering, PLLC
GGE Design & Consulting, LLC
HVJ South Central Texas - M&J, Inc.
Kimley-Horn and Associates, Inc.
McGray and McGray Land Surveyors, Inc.
The Estes Group, LLC
The Rios Group, LLC
WSP USA, Inc.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025 AGENDA ITEM #8

Project Updates

Strategic Plan Relevance: Stewardship, Service & Safety
Department: Engineering
Contact: Mike Sexton, 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

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025
AGENDA ITEM #9

Executive Director Board 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. Recent agency staff activities.
- B. Agency performance metrics.

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025
AGENDA ITEM #10

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

February 26, 2025
AGENDA ITEM #11

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

February 26, 2025
AGENDA ITEM #12

Executive Session

Executive Session:

Discuss personnel matters related to the executive director's employment agreement, as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 26, 2025
AGENDA ITEM #13

Adjourn Meeting

Adjourn Board Meeting.