



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, December 17, 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 October 29, 2025 Regular Board Meeting and the November 19, 2025 Board Workshop.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

4. Approve the annual compliance report for submittal to the Texas Department of Transportation as required by 43 Texas Administrative Code §26.65.
5. Approve an agreement with Motorola Solutions, LLC to purchase radios and software to support the Mobility Authority's roadside assistance program.
6. Approve an agreement with E-Z Bel Construction, LLC for sign replacement on 290 Toll.
7. Approve an agreement with Aaron Concrete Contractors, LLC for maintenance and repair of a water quality pond 183A Toll.
8. Approve an amendment to the Right-of-Way License from Capital Metropolitan Transportation Authority on 183 Toll required for the rail crossing relocation included in the Texas Department of Transportation's 183A General Purpose Lane Project.

Regular Items

Items to discuss, consider, and take appropriate action.

9. Accept the unaudited financial statements for October 2025 and November 2025.
10. Discuss and consider approving an agreement with Berry, Dunn, McNeil & Parker, LLC for enterprise resource planning project management and implementation services to advise the Mobility Authority on tools to modernize and optimize its business processes.
11. Discuss and consider approving an agreement with Neology, LLC to provide video tolling, payment processing, collections, enforcement support and customer services.
12. Discuss and consider amending the FY 2026 Capital Budget to support implementation of the contract with Neology, LLC for video tolling, payment processing, collections, enforcement support and customer services.
13. Discuss and consider approving an amendment to the contract with FreeIT Data Solutions, Inc. for information technology services.
14. Discuss and consider approving an agreement with Nortex Concrete Lift and Stabilization Inc. for concrete slab lifting and stabilization services on 290 Toll.

15. Discuss and consider amending the FY 2026 Capital Budget to provide additional funding for slab stabilization services on 290 Toll.
16. Discuss and consider approving the ranking of firms for negotiation of a contract for the final design and construction phase engineering services for the 183A Added Capacity project.

Briefings and Reports

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

17. Project Report.
 - A. 183 North Project.
18. 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:

19. 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).
20. 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).
21. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

22. 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.

(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.

Mobility Authority Board Meeting Agenda
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(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

December 17, 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

December 18, 2025 AGENDA ITEM #2

Approve the minutes from the October
29, 2025 Regular Board Meeting and
the November 19, 2025 Board
Workshop

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 October 29, 2025 Regular Board Meeting and the November 19, 2025 Board Workshop.

Backup provided: Draft minutes for the October 29, 2025 Regular Board Meeting and the November 19, 2025 Board Workshop

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

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

This was an in-person meeting. Notice of the meeting was posted on October 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, Board Members David Singleton, Heather Gaddes, Ben Thompson and Mike Doss were present, and David Armbrust and Vice Chair Nikelle Meade were present remote.

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

<https://mobilityauthority.new.swagit.com/videos/359480>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:03 a.m. and had each Board Member state their name for the record. Chairman Jenkins announced he would be leaving the meeting early and Mike Doss would be chairing the meeting.

1. Welcome and opportunity for public comment.

No comment was provided.

2. **Audit Committee Meeting**

Chairman Jenkins recessed the regular meeting of the Board of Directors.

- A. Audit Committee meeting called to order by Committee Chairman Singleton.
- B. Discuss and consider amending the letter of engagement with Crowe LLP to provide additional services in the scope of work and funding for the FY 2025 audit.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Approve amending the letter of engagement with Crowe LLP to provide additional services in the scope of work and funding for the FY 2025 audit.

RESULT: Approved (Unanimous); 7-0

MOTION: Heather Gaddes

SECONDED BY: Ben Thompson

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 25-055

C. Introduction of external auditors from Crowe LLP.

Jose Hernandez, Chief Financial Officer, introduced Michelle Buss, Senior Manager, Crowe LLP.

D. Discuss, consider and take appropriate action to accept the Fiscal Year 2025 Audit Reports.

Presentation by Michelle Buss, Senior Manager, Crowe LLP.

MOTION: Accept the Fiscal Year 2025 Audit Reports.

RESULT: Approved (Unanimous); 7-0

MOTION: Mike Doss

SECONDED BY: Heather Gaddes

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 25-056

E. Adjourn Audit Committee

Consent Agenda

3. Approve the minutes from the September 24, 2025 Regular Board Meeting.

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

ADOPTED AS: RESOLUTION NO. 25-057

MOTION: Approve Item Nos. 3 and 4.
RESULT: Approved (Unanimous); 7-0
MOTION: Heather Gaddes
SECONDED BY: David Singleton
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

Bobby Levinski, Save Our Springs, provided comment following the consent agenda.

Regular Items

5. Accept the unaudited financial statements for August and September 2025.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Accept the unaudited financial statements for August and September 2025.
RESULT: Approved (Unanimous); 7-0
MOTION: David Singleton
SECONDED BY: Ben Thompson
AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 25-058

6. Discuss and consider modifying the annual toll rate escalation on Mobility Authority toll facilities, approving an additional toll rate increase for certain locations on 183A Toll, and approving minimum toll rates for the 183 North Express Lanes.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Modify the annual toll rate escalation on Mobility Authority toll facilities, approving an additional toll rate increase for certain locations on 183A Toll, and approving minimum toll rates for the 183 North Express Lanes.
RESULT: Approved (Unanimous); 7-0
MOTION: David Singleton

SECONDED BY: Mike Doss

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 25-059

7. Discuss and consider selection of a firm for negotiation of a contract to provide video tolling, payment processing, collections, enforcement support and customer services.

Presentation by Tracie Brown, Director of Operations.

MOTION: Approving the selection of a firm for negotiation of a contract to provide video tolling, payment processing, collections, enforcement support and customer services.

RESULT: Approved (Unanimous); 7-0

MOTION: Heather Gaddes

SECONDED BY: David Singleton

AYE: Armbrust, Doss, Gaddes, Jenkins, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 25-059

8. Discuss and consider approving the procurement of a pool of firms qualified to provide general system consulting services to the Mobility Authority.

Presentation by Tracie Brown, Director of Operations.

Chairman Jenkins left the dais at 9:57 a.m. and Mike Doss chaired the remainder of the board meeting.

MOTION: Approving the procurement of a pool of firms qualified to provide general system consulting services to the Mobility Authority.

RESULT: Approved (Unanimous); 6-0

MOTION: Ben Thompson

SECONDED BY: Heather Gaddes

AYE: Armbrust, Doss, Gaddes, Meade, Singleton, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 25-059

Briefings and Reports

9. Quarterly Reports.
 - A. 183 North Project.

Presentation by Mike Sexton, Director of Engineering.

10. Potential MoPac South schedule.

Presentation by Mike Sexton, Director of Engineering and James Bass, Executive Director.

11. Executive Director Report.

Presentation by James Bass, Executive Director.

- A. Recent agency staff activities.
- B. Agency roadway performance metrics.
- C. Marketing activities.

Executive Session

Mike Doss announced there would be no executive session and tabled items 12 through 14.

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

Regular Items

15. Adjourn meeting.

After confirming that no member of the public wished to address the Mike Doss declared the meeting adjourned at 10:45 a.m.

MINUTES
Workshop of the Board of the Board of Directors of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, November 19, 2025
8:30 a.m.

This was an in-person meeting. Notice of the meeting was posted November 14, 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*** and Board Members David Armbrust**, Mike Doss*, Heather Gaddes, David Singleton, and Ben Thompson were present.

Chairman Jenkins called the board workshop to order at 8:58 a.m. and had each Board Member state their name for the record.

- I. Welcome and opportunity for public comment.

No comments were offered.

- II. Discussion topics:

With the exception of the first item below, James Bass, Executive Director, presented the discussion topics. Geoff Petrov, General Counsel; Jose Hernandez, Chief Financial Officer; Tracie Brown, Director of Operations; Greg Mack, Director of Information Technology; Jori Liu, Director of Communications; and Mike Sexton; Acting Director of Engineering, acted as subject matter experts.

- a.* 2026 Strategic Planning Process

Discussion focused on possible revisions and led by James M. Bass, Executive Director, and Jori Liu, Director of Communications.

- b.* Headquarter Update

Discussion included updates on the current design and status of the Mobility Authority headquarters by Jose Hernandez, Chief Financial Officer.

- c.* CTRMA Finances

Discussion included a review of the 2025 traffic & revenue forecast for the CTRMA System led by Jose Hernandez, Chief Financial Officer.

- d.* Potential revisions to CTRMA Policies & Operations

Discussion on possible changes to CTRMA's _Conflict of Interest and Qualified Service Member Toll Discount Program rules and the possible operational issues with the opening of the 183 Express Lanes led by James Bass, Executive Director.

*Mike Doss joined the meeting at 11:45 a.m.

**David Armbrust left the meeting at 11:45 a.m.

***Nikelle Meade stepped away from the meeting at 11:58 a.m.

e. Capital Improvement Plan Update

Discussion included updates on pedestrian and bicycle facilities and possible future maintenance yards led by James Bass, Executive Director.

d. Potential revisions to CTRMA Policies & Operations

***Nikelle Meade rejoined the meeting at 4:15 p.m. and discussion of item II-*d* was reinitiated and led by James Bass, Executive Director.

f. Tolling Operations Update

Discussion included updates on toll operations performance statistics led by Tracie Brown, Director of Operations.

III. Closing remarks.

IV. Adjourn meeting.

After confirming that no member of the public wished to address the Board, Chairman Jenkins declared the meeting adjourned at 5:27 p.m.



December 17, 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.

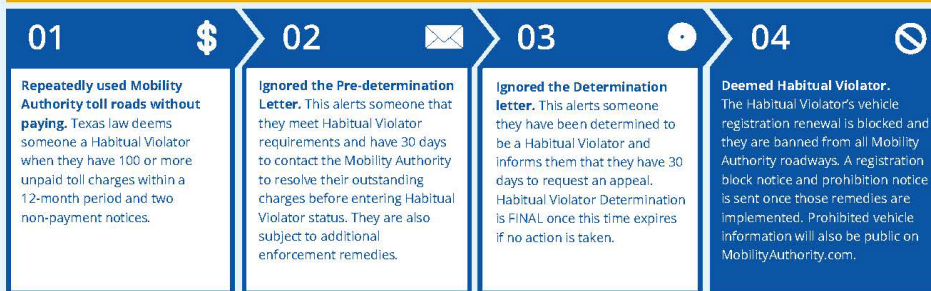
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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 December 17, 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 17th day of December 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)



December 17, 2024 AGENDA ITEM #4

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

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: Pursuant to 43 Texas Administrative Code §26.65, the Mobility Authority is required to submit a report to TxDOT confirming that the Mobility Authority has complied with all the responsibilities it is required to perform under Texas Administrative Code, Title 43, Chapter 26, Subchapter G. The compliance report must be in the form prescribed by TxDOT, approved by official action of the Board of Directors, and certified as correct by the Executive Director.

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

Financing: N/A

Action requested/Staff Recommendation: Staff recommends approving the attached resolution.

Backup Provided: Draft Resolution
Compliance Report

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

RESOLUTION NO. 25-0XX

**APPROVING THE ANNUAL COMPLIANCE REPORT FOR
SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Texas Transportation Commission has adopted rules codified at Title 43, Chapter 26, Subchapter G of the Texas Administrative Code (TAC) that require regional mobility authorities to file certain reports and conduct certain audits, as specified therein; and

WHEREAS, pursuant to 43 TAC § 26.65(a), the Central Texas Regional Mobility Authority (Mobility Authority) is required to file a report with the Texas Department of Transportation (TxDOT) confirming that the Mobility Authority has complied with all the duties it is required to perform under Title 43, Chapter 26, Subchapter G of the Texas Administrative Code; and

WHEREAS, the Executive Director has prepared a compliance report containing the information in the form required by 43 TAC § 26.65(a) which is attached hereto as Exhibit A; and

WHEREAS, the compliance report must be approved by the Board prior to submission to TxDOT; and

WHEREAS, the Executive Director certifies to the Board that the information contained in the compliance report attached hereto as Exhibit A is true and correct.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the compliance report in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board directs the Executive Director to perform all actions necessary to submit the compliance report to the Texas Department of Transportation in accordance with 43 TAC § 26.65(a).

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 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

Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	The Mobility Authority submits copies of the annual operating and capital budget adopted for the Fiscal Year 2026 beginning July 1, 2025, to Travis County and Williamson County.	The Board of Directors approved the FY 2026 Operating Budget by Resolution No. 25-035 and the Capital Budget by Resolution No. 25-034 both enacted on June 26, 2025.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	The RMA annual financial audit and continuing disclosure information are required to be filed on the Electronic Municipal Market Access website.	The CTRMA annual audit and continuing disclosure information were filed on November 4, 2025.
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	The Mobility Authority did not hold any “surplus revenue” in FY 2025, as that term is defined by §370.003(12) of the Transportation Code.	No action needed.
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	Included as part of the FY 2025 annual audit.	See certification below.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	The Mobility Authority received an unqualified opinion for FY 2025 from an independent certified public accountant.	The FY 2025 annual audit was provided to the Board of Directors, acting through the Audit Committee, by resolution number 25-056 enacted on October 29, 2025.
The annual audit shall be submitted to each county or city that is a part of the RMA, within 120 days after the end of the fiscal year and conducted by an independent certified public accountant.	The Mobility Authority submitted electronic copies of the FY 2025 annual audit to Travis County and Williamson County.	The Mobility Authority provided to Travis County and Williamson County an electronic copy of the FY 2025 audited Annual Financial Report.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	Work papers and reports are and will be retained for a minimum of four years.	CTRMA adheres to the retention policy.
<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	The Mobility Authority promptly provides reports and information regarding its activities when requested by Travis County or Williamson County. There are no cities that are a part of the Central Texas Regional Mobility Authority.	CTRMA provides reports in a timely manner when requested.
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	The Mobility Authority will provide the Texas Department of Transportation with access to all its operating and financial records when requested by the Department’s executive director.	CTRMA provides any financial information in a timely manner when requested.



December 17, 2025 AGENDA ITEM #5

Approve an agreement with Motorola Solutions, LLC for the purchase of Motorola radios and software to support the Mobility Authority's roadside safety program

Strategic Plan Relevance:	Safety, Service
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Not to exceed \$60,432.60
Funding Source:	FY25 Operating Budget
Action Requested:	Consideration and approval of recommendation

Project Description/Background: Roadside assistance is crucial for a safe and efficient transportation network, primarily by enhancing traveler safety and providing immediate protection to vulnerable occupants during vehicle incidents. A prompt roadside assistance response secures the scene, minimizes exposure to active traffic, and is key to mitigating secondary crashes, which are often more severe than the initial incident. Furthermore, the rapid clearance of disabled vehicles is vital for keeping traffic moving by minimizing lane blockages and reducing the "rubbernecking" slowdown effect that causes severe congestion. Finally, for service providers, competent and swift roadside assistance delivery ensures a positive customer experience and reinforces long-term brand loyalty.

In 2017, the Mobility Authority executed an agreement with TxDOT to provide roadside assistance and incident response services on MoPac under its HERO program. The service was expanded to the 290 Toll and 183 Toll in 2024. Notice to Proceed to expand services to the 183A Toll was submitted in June 2025 following the Board's adoption of the FY26 Operating Budget. These valuable services will be expanded to support the 183 Express Lanes when they open in early 2026.

To reduce the burden to TxDOT's traffic management center operations caused by the

service expansion, increase efficiency, and reduce costs, the Mobility Authority's Traffic Incident Management (TIM) Center staff will assume responsibility for dispatching HERO services for the Mobility Authority's roadways. Communication between the TIM Center and HERO operators is facilitated between Motorola portable radios, requiring the Mobility Authority to purchase similar equipment.

Current Action: Today's action seeks approval to purchase six (6) APX N70 XE single-band, smart radios and related hardware to allow the Mobility Authority's traffic and incident management operators to communicate directly with TxDOT's vendor to dispatch HERO services for Mobility Authority roadways. The purchase also provides for five (5) years APX NEXT SmartConnect subscriptions, Motorola Solution's suite of broadband data services for their public safety radios. This subscription includes features such as real-time location (SmartMapping), messaging (SmartMessaging), and use of Wi-Fi or LTE/5G networks (SmartConnect).

The total cost is \$60,432.60. Motorola Solutions is the manufacturer of Motorola radio equipment and software. These products are sold exclusively by Motorola Solutions and our authorized Manufacturer's Representatives directly to qualified customers and are not sold through any other distribution channel or network. These direct only products are available on competitively bid cooperative purchasing contracts such as H-GAC and Texas DIR, but these transactions are still Direct sales with Purchase Orders going to Motorola Solutions.

About Motorola Solutions – Motorola Solutions is an approved Texas Department of Information Resources (DIR) vendor for IT products and services including computer hardware, software, and temporary IT staffing services. DIR's Cooperative (Co-op) Contracts program is a streamlined cooperative purchasing program for state and local government, public education, and other public entities in Texas, as well as public entities outside the state. Motorola Solutions' contract with DIR, contract # DIR-CPO-5433, expires on December 5, 2029.

Previous Actions: In August 2020, the Mobility Authority's Board approved an Interlocal Agreement (ILA) with TxDOT for HERO services. The total not to exceed amount was \$3,482,914.54; however, the contract scope was limited to the MoPac North Express Lane, which reduced the total contract cost to \$443,486.61. The ILA expired on August 31, 2023.

A new interlocal agreement was approved by the Mobility Authority's Board in August 2023 for an amount not to exceed \$6,041,675.64.

In October 2024, the Board approved an amendment which modified the scope and increased the agreement's not-to-exceed value to \$11,904,408 with a termination date of August 31, 2028.

On March 26, 2025, the Board approved a second amendment adding to the list of covered roadways and reducing the scope of services for the MoPac North Express Lane. The ILA's value and term remained unchanged.

Financing: FY26 Operating Budget

Staff Recommendation – Staff recommends contracting with Motorola Solutions to purchase portable radio technology and related software in support of the Mobility Authority's roadside assistance program through their contract with the Department of Information Resources (DIR). Pursuant to Texas Government Code Section 2054.0565 and the Mobility Authority's Policy Code, use of the DIR contract with Motorola Solutions, LLC satisfies all competitive purchasing requirements.

Backup provided:

- Draft Resolution
- Motorola Solutions Quote – APX N70 portable radios and software
- Motorola Solutions Sole Source Ltr – Astro 25 radios and software
- DIR Public Records Act Agreement – APX N70 portable radios and software
- DIR Vendor Agreement – APX N70 portable radios and software
- DIR-CPO-5433 Contract Documents

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

RESOLUTION NO. 25-0XX

**APPROVING AN AGREEMENT WITH MOTOROLA SOLUTIONS, LLC FOR THE
PURCHASE OF RADIOS AND SOFTWARE TO SUPPORT THE MOBILITY
AUTHORITY'S ROADSIDE ASSISTANCE PROGRAM**

WHEREAS, by Resolution No. 23-030, dated August 16, 2023, the Board of Directors approved an interlocal agreement with the Texas Department of Transportation (TxDOT) for the administration the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas including Mobility Authority facilities; and

WHEREAS, in 2024, HERO service has expanded since to support 290 Toll and 183A Toll and, in 2026, HERO services will continue to expand to support the 183 North Express Lanes; and

WHEREAS, to increase efficiency, and reduce costs, the Mobility Authority's Traffic Incident Management (TIM) Center staff will manage dispatching HERO services for the Mobility Authority's roadways; and

WHEREAS, HERO operators utilize Motorola portable radios, requiring the Mobility Authority to purchase similar equipment; and

WHEREAS, pursuant to Texas Government Code Section 2054.0565 and Mobility Authority Policy Code Section 401.008, the Mobility Authority may use the Texas Department of Information Resources cooperative contract with Motorola Solutions, LLC to purchase Motorola portable radios and related software without the need to seek competitive bids; and

WHEREAS, Motorola portable radios and related software can be purchased from Motorola Solutions, LLC through Texas Department of Information Resources (DIR) Contract No. DIR-CPO-5433; and

WHEREAS, the Executive Director has obtained pricing for (6) APX N70 XE single-band smart radios and related hardware to support the Mobility Authority's roadside safety program which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends approving the acquisition of (6) APX N70 XE single-band smart radios and related hardware in an amount not to exceed \$60,432.60 from Motorola Solutions, LLC through their DIR cooperative contract.

NOW THEREFORE BE IT RESOLVED in order increase efficiency and to support the Mobility Authority's roadside safety program, the Board of Directors authorizes the Executive Director to enter into an agreement with Motorola Solutions, LLC to purchase Motorola portable

radios and related software in an amount not to exceed \$60,432.60 through their cooperative contract with the Texas Department of Information Resources.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Motorola Solutions, Inc.
7904 N. Sam Houston Parkway West #325
Houston, TX 77064

December 3rd, 2025

CTRMA
3300 N Interstate 35 Frontage Rd
Austin, TX 78705

Motorola Solutions Inc is the manufacturer of Motorola Radio equipment and software that is sold globally for both Mission critical and Business Critical communications. Our Mission Critical communications equipment is sold in the United States for Project 25 standards-based systems under the Astro 25 portfolio of products.

The Astro 25 portfolio of products are sold exclusively by Motorola Solutions and our authorized Manufacturer's Representatives directly to qualified customers and are not sold through any other distribution channel or network. These direct only products are available on competitively bid cooperative purchasing contracts such as **H-GAC** and **Texas DIR**, but these transactions are still Direct sales with Purchase Orders going to Motorola Solutions.

If I can be of further assistance, please let me know.



James Morgan
Government Sales Manager- Texas
Motorola Solutions, Inc

Billing Address:
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
301 CONGRESS AVE STE 650
AUSTIN, TX 78701
US

Shipping Address:
CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY
301 CONGRESS AVE STE 650
AUSTIN, TX 78701
US

Quote Date:11/17/2025
Expiration Date:12/22/2025
Quote Created By:
Nicholas Czubernat
Inside Sales Rep
Nick.Czubernat@
motorolasolutions.com
312-833-4529

End Customer:
CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

AGREEMENT: STATE OF TEXAS
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	6		\$5,365.00	\$3,648.20	\$21,889.20
1a	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	6		\$0.00	\$0.00	\$0.00
1b	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	6		\$0.00	\$0.00	\$0.00
1c	H499KC	ENH: SUBMERSIBLE (DELTA T)	6		\$0.00	\$0.00	\$0.00
1d	BD00001AA	ADD: CORE BUNDLE	6		\$3,323.00	\$2,259.64	\$13,557.84
1e	BD00010AB	ADD: SECURITY BUNDLE	6		\$1,227.00	\$834.36	\$5,006.16
1f	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	6		\$353.00	\$240.04	\$1,440.24
1g	Q387CB	ADD: MULTICAST VOTING SCAN	6		\$0.00	\$0.00	\$0.00
1h	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	6		\$0.00	\$0.00	\$0.00
1i	QA03399AK	ADD: ENHANCED DATA	6		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09001AM	ADD: WIFI CAPABILITY	6		\$0.00	\$0.00	\$0.00
1k	QA09028AA	ADD: VIQI VC RADIO OPERATION	6		\$0.00	\$0.00	\$0.00
1l	QA01771AB	SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2	6		\$165.00	\$112.20	\$673.20
1m	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	6		\$0.00	\$0.00	\$0.00
1n	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	6		\$0.00	\$0.00	\$0.00
1o	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	6		\$0.00	\$0.00	\$0.00
1p	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	6		\$0.00	\$0.00	\$0.00
1q	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	6		\$0.00	\$0.00	\$0.00
1r	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	6		\$0.00	\$0.00	\$0.00
1s	QA07680AA	ADD: MULTI SYSTEM OTAR	6		\$0.00	\$0.00	\$0.00
1t	H38DA	ADD: SMARTZONE OPERATION	6		\$0.00	\$0.00	\$0.00
1u	Q361CD	ADD: P25 9600 BAUD TRUNKING	6		\$0.00	\$0.00	\$0.00
1v	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6		\$0.00	\$0.00	\$0.00
1w	QA00580BA	ADD: TDMA OPERATION	6		\$0.00	\$0.00	\$0.00
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
3	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
4	LSV01S03060A	APX N70 DMS ESSENTIAL	6	5 YEARS	\$343.20	\$343.20	\$2,059.20
5	LSV01S03082A	RADIOCENTRAL PROGRAMMING	6	5 YEARS	\$160.20	\$160.20	\$961.20
6	SSV01S01407A	SMARTPROGRAMMING	6	5 YEARS	\$375.00	\$375.00	\$2,250.00
7	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	6	5 YEARS	\$375.00	\$375.00	\$2,250.00
8	SSV01S01476A	SMARTLOCATE	6	5 YEARS	\$375.00	\$375.00	\$2,250.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	SSV01S01907A	SMARTMAPPING	6	5 YEARS	\$375.00	\$375.00	\$2,250.00
10	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	6		\$225.50	\$169.13	\$1,014.78
11	PMPN4604ATAA	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	6		\$241.50	\$181.13	\$1,086.78
12	PMLN8265A	HEADBAND HEADSET W/ NEXUS	6		\$336.00	\$252.00	\$1,512.00
13	PMLN8297A	GCAI-MINI PTT NEXUS ADAPTER	6		\$496.00	\$372.00	\$2,232.00

Grand Total

\$60,432.60(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



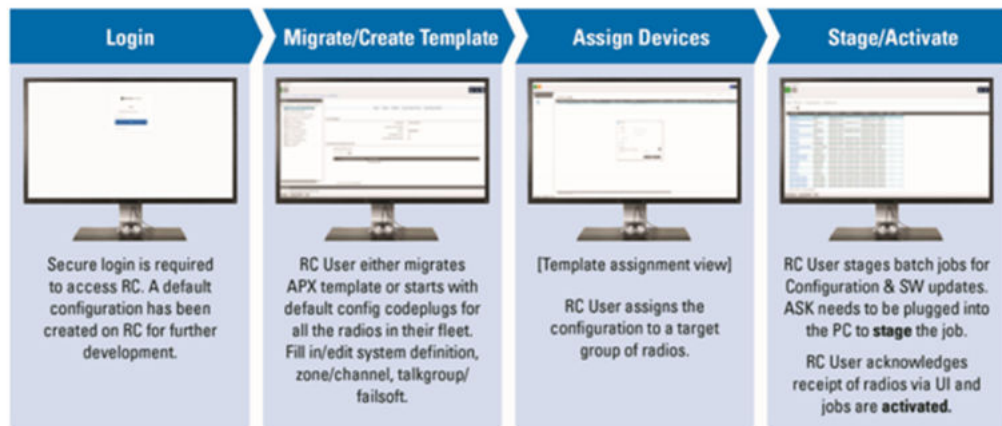


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



Public Records Act Agreement

Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the Authority's possession, including materials submitted by Contractor, are subject to the provisions of the Texas Public Information Act (see Texas Government Code § 552.001). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the Authority are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the Authority will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Authority be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Authority or its officers, employees, contractors or consultants.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the Authority's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Authority reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including reasonable attorneys' fees and costs, incurred by the Authority in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by Contractor.

MOTOROLA SOLUTIONS, INC.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

[name]

[title]

James M. Bass

Executive Director

Date

Date

DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Motorola Solutions, LLC have entered into an Agreement **in an amount not to exceed \$60,432.50** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract #DIR-CPO-5433 for the services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract # DIR-CPO-5433 are applicable to and made part of this agreement.

MOTOROLA SOLUTIONS, LLC

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

[name]

[title]

James M. Bass

Executive Director

Date

Date



December 17, 2025 AGENDA ITEM #6

Approve an agreement with E-Z Bel
Construction, LLC for sign replacement
on 290 Toll

Strategic Plan Relevance:	Safety & Stewardship
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$1,117,517.00
Funding Source:	FY2026 Operating Budget R&R Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: The work includes the replacement of small and large signs on existing posts & support structures along the 290E corridor between West of US 183S and East of SH 130. The Authority has programmed the replacement of signage along the 290 Toll corridor in the FY 2026 Capital Plan, as the existing signs have reached the end of their design life and it is essential to upgrade signs conditions to support safe and efficient traffic operations, especially at night or in adverse conditions. The 290E Large & Small Sign Replacement Project began design in June 2025 as part of the Authority's maintenance program. This project will restore sign visibility & readability by replacing large & small, overhead and ground mounted signs that have reached the end of their operational life improving safety along 290E.

Previous Actions & Brief History of the Program/Project: In June of 2025 the Authority approved the adoption of the FY2026 Operating Budget which included renewal and replacement funds to maintain the Mobility Authority's existing assets. Final Plans were completed and advertised for bids in September 2025.

Construction Contract Procurement Timeline:

- September 24, 2025: Advertised Project
- October 7, 2025: Pre-Bid Meeting
- October 8, 2025: Pre-Qualification Deadline

- October 23, 2025: Bid Due Date and Opening

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

Contractor	Bid Price	Responsive Bid
E-Z Bel Construction, LLC	\$1,117,517.00	Yes
The Levy Company, LLC	\$1,411,038.20	Yes
Florida Traffic Control Devices, Inc	\$1,734,585.81	Yes

The Engineer's Estimate was \$1,369,273.38.

The bid has been reviewed by the Authority staff and the lowest responsive and best bidder is E-Z Bel Construction, LLC at \$1,117,517.00.

Financing: FY2026 Operating Budget Renewal and Replacement Funds

Action requested/Staff Recommendation: Staff recommends that the Board approve an agreement with E-Z Bel Construction, LLC for large & small sign replacement on 290E.

Backup provided: Draft Resolution
Draft Contract

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

RESOLUTION NO. 25-0XX

**APPROVING A CONTRACT WITH E-Z BEL CONSTRUCTION, LLC FOR
SIGN REPLACEMENT ON 290 TOLL**

WHEREAS, as part of the Mobility Authority’s Maintenance Program to improve visibility, clarify readability and improve safety along 290 Toll, the Mobility Authority seeks to replace small and large signs along 290 Toll from between West of US 183S and East of SH 130 (“290E Large & Small Signs Replacement Project”); and

WHEREAS, the Mobility Authority advertised the 290E Large & Small Signs Replacement Project on September 24, 2025 and received three (3) bids by the bid opening on October 23, 2025; and

WHEREAS, the bids were reviewed by engineering staff who determined the lowest responsive and responsible bidder to be E-Z Bel Construction, LLC; and

WHEREAS, the Executive Director recommends that the Board of Directors approve a contract with E-Z Bel Construction, LLC for the 290E Large & Small Signs Replacement Project in an amount not to exceed \$1,117,517.00 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves a contract with E-Z Bel Construction, LLC for the 290E Large & Small Signs Replacement Project in an amount not to exceed \$1,117,517.00 and hereby authorizes the Executive Director to finalize and execute the contract in the form published in the bid documents attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 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

290E Large & Small Signs Replacement Project

CTRMA Contract No.: 26290E22702M

Bid Documents

Advertisement: September 24, 2025

Pre-Qualification Deadline: 12:00PM October 8, 2025

Bid Date: 2:00 PM October 23, 2025

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

September 24, 2025

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/687fa311b78f62b990bc2ccc/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, October 23, 2025**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have forty-five (45) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

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

- Small Signs Replacement
- Large Signs Replacement
- Traffic Control

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on October 9, 2025 via the project's CivCastUSA website <https://www.civcastusa.com/project/687fa311b78f62b990bc2ccc/summary>.

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified using Confidential Questionnaire (CQ) process by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$2,000,000
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement,

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is October 8, 2025 at Noon.

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

Complete Contract documents will be available on September 24, 2025 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website <https://www.civcastusa.com/project/687fa311b78f62b990bc2ccc/summary>.

Standard Specifications (Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, September 1, 2024) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website (<https://www.txdot.gov/business/resources/txdot-specifications.html>).

The contract will be awarded in accordance with the Authority’s Procurement policy. A copy of the Procurement Policy is available online at the Authority website: (<https://www.mobilityauthority.com/about/policy-disclaimers/code>).

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

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

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

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

BID DOCUMENT CHECKLIST

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

Bid Document:

- Are you aware if your affiliates are bidding on the same project?
- Are you pre-qualified by TxDOT through the Confidential Questionnaire process and have a bidding capacity of \$2,000,000.
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

Bid Document Preparation:

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

Bid Bonds:

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

Bid Document Submission:

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

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

Unofficial Bid Form

To receive Official Bid Form, request via the project's CivCast website.

ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
0500	7001	MOBILIZATION	LS	1.00	
0502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3.00	
0503	7002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4.00	
0505	7001	TMA (STATIONARY)	DAY	45.00	
0636	7004	REPLACE EXISTING ALUMINUM SIGNS(TY A)	SF	3857.90	
0636	7005	REPLACE EXISTING ALUMINUM SIGNS(TY G)	SF	443.80	
0636	7006	REPLACE EXISTING ALUMINUM SIGNS(TY O)	SF	13176.30	
0644	7073	REMOVE SM RD SN SUP&AM	EA	1.00	
0644	7096	REPLACE SRS & S TY10BWG(1) (P)	EA	5.00	
0644	7101	REPLACE SRS & S TYS80 (1) (T)	EA	5.00	
0647	7003	REMOVE LRSA	EA	2.00	
0650	7194	REMOVE OVERHD SIGN SUP (SIGN ONLY)	EA	1.00	
0654	7007	REMOVE SIGN WALKWAY	EA	34.00	
		FORCE ACCOUNT	LS	1.00	\$79,000
		CONTINGENCY	LS	1.00	\$125,000

(NOTE: Bidders shall not remove this bidding form from attached documents.)

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT CONTRACT

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

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within ninety (90) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within forty-five (45) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

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

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

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

Business Name of Bidder _____

Type of Organization	Individual	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>
	Corporation	<input type="checkbox"/>

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 23rd day of October,
2025, for Contract No. 26290E22702M in connection with the 290E Large & Small Signs
Replacement Project; that I executed the said Bid with full authority to do so;

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

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

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

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

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

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

DEBARMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 23rd day of October,
2025, for Contract No. 26290E22702M in connection with the 290E Large & Small Signs
Replacement Project; that I executed the said Bid with full authority to do so;

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

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

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

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

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

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

CHILD SUPPORT STATEMENT

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



CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

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

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

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

BID BOND

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

WHEREAS, the Contractor is herewith submitting its Bid for Contract No.
26290E22702M, entitled 290E Large & Small Signs Replacement Project, and

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

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

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____
Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

CONTRACT AGREEMENT

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

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 26290E22702M, entitled 290E Large & Small Signs Replacement Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

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

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

The Contractor agrees as follows:

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

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have forty-five (45) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

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

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20____.

By: _____
James Bass
Executive Director

Notary Public

My commission expires:

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

by: _____
Notary Public

My commission expires:

CONTRACTOR:

Business Name

Address

Title

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

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

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

State or County of Incorporation/Formation/Organization: _____

Signature block for a corporation or limited liability company:

Company: _____

By: _____

Printed Name: _____

Title: _____

Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME:

OFFICE:

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

Secretary

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT
PROJECT

CTRMA CONTRACT NO. 26290E22702M

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

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

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

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

Central Texas Regional Mobility Authority

**290E LARGE & SMALL SIGNS REPLACEMENT PROJECT
PROJECT**

CTRMA CONTRACT NO. 26290E22702M

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

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

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

RECEIPT OF ADDENDA

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

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

Signature

Date

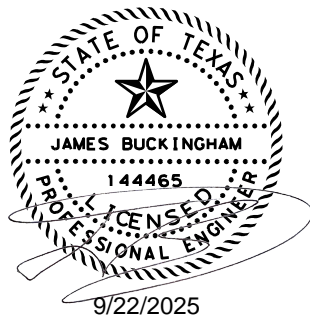
Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

ENGINEER'S SEAL

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



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

Project Number: 26290E22702M

County: Travis

Highway: 290 Toll

GENERAL NOTES:

GENERAL

The “Engineer” shall be the Central Texas Regional Mobility Authority’s (Mobility Authority or CTRMA) consultant identified by the Mobility Authority at the Pre-Construction Meeting.

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

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

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

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

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

Contractor is responsible for verifying the location of all utilities (overhead and underground) and notifying the Engineer of any discrepancies before beginning construction. Contractor shall contact utility companies 48 hours prior to construction and take “caution” in areas where utilities are close together to avoid damaging the utilities.

Both TxDOT owned and CTRMA owned Intelligent Transportation Systems (ITS) and Electronic Toll Collection (ETC) Systems Infrastructure may exist within the limits of this project. All ITS and ETC Systems must remain operational throughout project construction. The exact location of underground ITS Infrastructure may not be known. Backbone and hub communication fiber links are critical and must be maintained for the duration of the project and beyond.

Short periods for switchovers must be approved in writing by CTRMA and shall be scheduled with both TxDOT and CTRMA at least 30 days in advance. Scheduled changeovers should occur at night.

Use caution when working near ITS/ETC Infrastructure to avoid damage. Repair any damage to the ITS, ETC, and Infrastructure within 8 hours of occurrence at no cost to TxDOT/CTRMA. In the event of TxDOT system damage, notify TxDOT at (512) 974-0883 and the Toll Operations Division at (512) 874-9177 within one hour of occurrence. In the event of CTRMA system damage, notify the CTRMA Director of Operations at (512) 996-9778 within one hour of occurrence. Failure of the Contractor to repair damage within 8 hours of occurrence to any infrastructure that conveys any corridor information to TxDOT/CTRMA will result in the Contractor being billed for the full cost of emergency repairs performed by others. Upon completion of installation of permanent fiber optic duct bank and cable and switchover from temporary to permanent has been made, remove all temporary fiber optic cable, timber poles,

Project Number: 26290E22702M

County: Travis

Highway: 290 Toll

messenger cable and ground boxes. Temporary conduit to existing ground boxes shall be separated from existing ground boxes and access port to ground box shall be repaired.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

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

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

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

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

Coordinate and obtain approval for all work over existing roadways.

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

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

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

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

ITEM 4 – SCOPE OF WORK

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

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County: Travis

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ITEM 5 – CONTROL OF THE WORK

Provide a 48-hour advance email notice to AUS_Locate@txdot.gov to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system (US 290, US 183,& SH 130). Provide 2-week advance notice to the Engineer to request locates on the Mobility Authority's system (290 Toll).

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

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

Electronic Shop Drawing Submittals:

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

ITEM 6 – CONTROL OF MATERIALS

Give a minimum of 5 business days notice for materials which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Roadway closures during key dates, significant traffic generators, and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

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

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

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

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

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County: Travis

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Collect wastewater generated on-site by chemical toilets and transport off the recharge zone and dispose of properly.

Migratory Birds and Bats.

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

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

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

Law Enforcement Personnel.

Submit charge summary and invoices using Mobility Authority-provided forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

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

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

Back Up Alarm

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

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County: Travis

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ITEM 8 – PROSECUTION AND PROGRESS

There will be a 90-calendar day delay start which is to be used for the fabrication of signs starting from written Notice to Proceed provided by the Mobility Authority.

The Contractor will have 45 working days from commencement of construction on the field to have all installations complete. Electronic versions of schedules will be saved in native format and delivered in native and PDF formats.

Working days will be charged based on a standard workweek.

Work is allowed to be performed during the nighttime, with prior approval, per Article 8.3.

Provide via email a baseline schedule in Gantt chart format.

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

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

Any unauthorized lane closures will be assessed to the Contractor as noted in **Table 1** below. All Lane Closure Assessments for the Contractor will be subtracted from the value of the payment application for that associated period.

Table 1: Lane Closure Assessment Rates

Lane Closure Period	Late Charges (Per Lane)			
	290 Toll, US 290 ML, US 183 ML & SH 130 ML		US 290 FR, US 183 FR & SH 130 FR	
	Lane	Shoulder	Lane	Shoulder
0-15 mins	\$1,000	\$1,000	\$1,000	\$1,000
15-30 mins	\$2,000	\$2,000	\$2,000	\$2,000
30-45 mins	\$3,000	\$3,000	\$3,000	\$3,000
45-60 mins	\$4,000	\$4,000	\$4,000	\$4,000
Every additional 15-minute interval after 1 hour	\$2,000	\$2,000	\$2,000	\$2,000

For example: If the contractor has one lane of traffic closed on US 290 until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

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

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

Project Number: 26290E22702M

County: Travis

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Refer to Table 2. Allowable Lane Closure of Item 502 – Barricades, Signs, and Traffic Handling for available lane closure times.

Lane Closure Assessments for unauthorized shoulder closures will apply to both the main lane shoulders and to the general-purpose lane shoulders.

ITEM 9 – MEASUREMENT AND PAYMENT

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

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

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

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

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

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

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

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

Table 2. Allowable Lane Closure

Roadway	Limits	Allowable Closure Time*
		Weekday
290 Toll	US 183 to East of Parmer Lane	9 PM to 5 AM
US 290 ML/FR	US 183 to East of Parmer Lane	9 PM to 5 AM
US 183 ML/FR	Rutherford Lane to Manor Road	9 PM to 5 AM
SH 130 ML/FR	E Parmer Lane to Blue Bluff Road	9 PM to 5 AM

* Allowable Closure Time includes setup and cleanup time.

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County: Travis

Highway: 290 Toll

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

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

Law Enforcement Officers required for lane closures.

No closures will be allowed the weekends adjacent to, working day prior, and working day after the National Holidays defined in the Standard Specifications and Easter weekend. No closures will be allowed on Friday and the weekends for Austin City Limits Fest, Formula 1 United States Grand Prix, South by Southwest, UT home football games, Republic of Texas Rally, Rodeo Austin or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events. The closure restrictions may be amended by the Engineer.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to the Mobility Authority using the CTRMA's electronic document management system. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation.

Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

For 290 Toll and roadways not listed in Table 2: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Thursday.

For US 290, US 183, and SH 130 roadways listed in Table 2: Submit the request 96 hours prior to implementation.

For all roadways: Submit request for traffic detours and full roadway closures 7 days prior to implementation.

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

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

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time backup (queuing) becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures.

Project Number: 26290E22702M

County: Travis

Highway: 290 Toll

Coordinate Main Lane closures with adjacent projects including those projects owned by other agencies and departments.

Maximum lane closure length shall be 2 miles.

Do not setup lane and/or shoulder closures on both sides of road at the same time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Maintain a minimum of 1 through lane in each direction on 290 Toll, US 183, US 290, & SH 130 mainlanes and frontage roads, unless otherwise directed in plans.

Shadow Vehicle with TMA is required for setup/removal of traffic control devices.

ITEM 503 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 4 “Electronic” Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operation for the duration of the project. All EPCMS will be exclusive to this project, unless otherwise approved. Placement location and message as directed by the Engineer.

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

Place PCMS 10 calendar days prior to begin work stating “Road Work Begin Soon, [INSERT DATE]”.

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as “RIGHT LN CLOSED XXX FT”.

ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

A TMA/TA shall be used when installing and removing a TCP setup.

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

For projects involving multiple work locations within a single day, the contractor must assess and determine the total number of TMAs or TAs required to complete the work. Payment for each unit used will be made in accordance with the specifications and the relevant bid item. Total payment for each day will not exceed the number of units designated for the project per working day (e.g two operations utilizing two units will equate to two days of payment). Any additional operation using one of the two TMAs will not be subject to an additional day of payment.

Project Number: 26290E22702M

County: Travis

Highway: 290 Toll

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

ITEM 600s – SIGNING

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

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

Do not store any equipment or material of any kind in the vicinity of a tolling gantry without explicit approval from the Mobility Authority.

Prior to performing any work within or in the general vicinity of a toll pad or tolling gantry infrastructure contact the Mobility Authority to coordinate construction procedures and methods.

For CTRMA ITS contact Cory Bluhm (cbluhm@ctrma.org).

ITEM 636 – ALUMINUM SIGNS

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

Provide vertical clearance measurements for all structures (including overhead sign bridge structures and bridge mounted signs) within the project limits. Submit information and notices to the Engineer prior to sign fabrication for approval.

Contractor shall use new hardware to attach new ground mount and overhead signs to existing structure. This work is subsidiary to Item 636.

When replacing signs, the contractor shall make any adjustments or stabilization of existing sign supports or foundations necessary to properly plumb/straighten the sign assembly. This work shall be subsidiary to Item 636.

Contractor shall be responsible for adjusting/relocating existing plaques as needed on existing overhead signs to remain to accommodate for newly proposed toll plaques. This work is subsidiary to Item 636.

Any existing sign or mounting structure that is to remain and is damaged as a result of the contractor's operations shall be replaced at the contractor's expense.

Contractor will retain ownership of replaced signs.

Project Number: 26290E22702M

County: Travis

Highway: 290 Toll

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

Triangular slip base must be the clamp style to secure the post to the slip base. Set screw style slip base will not be allowed.

Contractor shall remove and replace any existing sign foundation that is determined to be unsuitable or damaged. This work is subsidiary to Item 644.

ITEM 650 – OVERHEAD SIGN SUPPORTS

Use lengths of trusses, tower heights, and posts shown in the summaries for bidding purposes only.

Verify these dimensions and vertical clearances prior to shop drawing production.

REFERENCE DOCUMENTS:

1. Central Texas Regional Mobility, 290E Manor Expressway Phase I (290E Direct Connectors at US 183), Volume III, Traffic & Toll Gantry As Built Design Drawings (November 19, 2013)
2. Central Texas Regional Mobility, 290E Manor Expressway Phase II, Volume I From Begin to Arterial A, As Built Design Drawings (May 31, 2016)
3. Central Texas Regional Mobility, 290E Manor Expressway Phase II, Volume II from Arterial A to Decker Lane, As Built Design Drawings (May 31, 2016)
4. Central Texas Regional Mobility, 290E Manor Expressway Phase II, Volume III From Decker Lane to End, As Built Design Drawings (May 31, 2016)
5. Central Texas Regional Mobility, 290E Manor Expressway Phase II, Volume V Illumination & ITS As Built Design Drawings (May 31, 2016)
6. Central Texas Regional Mobility, 290E Manor Expressway Phase III, CONTRACT 18290E22705C, From Harris Branch Pkwy to SH 130, Design Drawings (June 8, 2018)

Central Texas Regional Mobility Authority

290E LARGE & SMALL SIGNS REPLACEMENT PROJECT

CTRMA CONTRACT NO. 26290E22702M

SPECIFICATION LIST

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2024, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

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

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

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

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2024.

CONTRACT NO.: 26290E22702M

HIGHWAY: 290E/290 TOLL

COUNTY: TRAVIS

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1-9 GENERAL REQUIREMENTS AND COVENANTS

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN

ITEM 505 TRUCK MOUNTED ATTENUATOR (TMA)

ITEM 636 SIGNS

ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES

ITEM 647 LARGE ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

ITEM 654 SIGN WALKWAYS

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

SPECIAL PROVISION TO ITEM 000 (000---001)

SPECIAL PROVISION TO ITEM 000 (000---016)

SPECIAL PROVISION TO ITEM 000 (000---017---RMA)

SPECIAL PROVISION TO ITEM 000 (000---031)

SPECIAL PROVISION TO ITEM 000 (000---019)

SPECIAL PROVISION TO ITEM 001 (001---001---RMA)
SPECIAL PROVISION TO ITEM 002 (002---001---RMA)
SPECIAL PROVISION TO ITEM 003 (003---001---RMA)
SPECIAL PROVISION TO ITEM 004 (004---001---RMA)
SPECIAL PROVISION TO ITEM 004 (004---002---RMA)
SPECIAL PROVISION TO ITEM 005 (005---001---RMA)
SPECIAL PROVISION TO ITEM 006 (006---001---RMA)
SPECIAL PROVISION TO ITEM 007 (007---001---RMA)
SPECIAL PROVISION TO ITEM 008 (008---001)
SPECIAL PROVISION TO ITEM 008 (008---002---RMA)
SPECIAL PROVISION TO ITEM 008 (008---009---RMA)
SPECIAL PROVISION TO ITEM 009 (009---001---RMA)

SPECIAL SPECIFICATIONS:

N/A

GENERAL:

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

- 3.1. **Compliance with Regulations.** The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports.** The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

determine to be appropriate, including, but not limited to actions defined in Article 7.1., "Ethics," or Article 5.1., "Authority of Engineer."

- 3.6. **Incorporation of Provisions.** The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. DEFINITIONS

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

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

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

3. CONTRACTOR EVALUATIONS

In accordance with 43 TAC §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- interim evaluations at or within 30 days after the anniversary of the Notice to Proceed, for Contracts extending beyond 1 yr. and
- final evaluation, upon project closeout.

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

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

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

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

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision on a Contractor's evaluation score and recommendation of action required in a PRP or follow-up for noncompliance is final.

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision 000

Schedule of Liquidated Damages



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	760
1,000,000	3,000,000	968
3,000,000	5,000,000	1107
5,000,000	15,000,000	1527
15,000,000	25,000,000	2095
25,000,000	50,000,000	3072
50,000,000	Over 50,000,000	5093

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

Special Provision to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to implement the Department's policy of ensuring that SBEs have an opportunity to participate in the performance of Contracts. If the SBE goal is greater than zero, Section 2.1., "Article A—SBE Goal is Greater than Zero," will apply to this Contract; otherwise, Section 2.2., "Article B—No SBE Goal," will apply. The percentage goal for SBE participation in the work to be performed under this Contract will be in accordance with the proposal.

2. DEFINITIONS

A Small Business Enterprise (SBE) is a firm certified as such by the Department. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

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

2.1.1. **Policy.** The Department is committed to providing contracting opportunities for small businesses. Therefore, it is the Department's policy to develop and maintain a program to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's SBE Program apply to this Contract as follows.

The Contractor will make a good faith effort to meet the SBE goal for this Contract.

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

After a conditional award is made to the low Bidder, the Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, in accordance with Section 2.1.2., "Contractor's Responsibilities." If the requirements in accordance with Section 2.1.2., "Contractor's Responsibilities," are met, the Contract will be forwarded to the Contractor for execution.

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

2.1.2. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor. An SBE Contractor may satisfy the SBE requirements by performing at least 25% of the Contract work with their own organization in accordance with Item 8, "Prosecution and Progress."

The Contractor must complete an SBE Commitment Agreement Form for each SBE-certified firm the Contractor intends to use to satisfy the SBE goal. The SBE Commitment Agreement Form must be submitted to the Department's Civil Rights Division (CIV) in Austin, Texas, no later than 5 P.M. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

A Contractor that cannot meet the Contract goal, in whole or in part, must document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

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

- advertising in general circulation, trade association, and minority- or women-focused media regarding subcontracting opportunities,
- dividing the Contract work into reasonable portions in conformance with standard industry practices,
- documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- providing qualified SBEs with adequate information pertinent to bonding, insurance, plans, Specifications, scope of work, and the requirements of the Contract,
- negotiating in good faith with qualified SBEs, not rejecting qualified SBEs that are also the lowest responsive Bidder; and
- using the services of available minorities and women; community organizations; Contractor groups; local, state, and federal business assistance offices; and other organizations that provide support services to SBEs.

The good faith effort documentation is due at the time and place in accordance with this Section. CIV will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

Should the Bidder to which the Contract is conditionally awarded refuse, neglect, or fail to meet the SBE goal or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid will become the property of the State, not as a penalty, but as liquidated damages.

The Contractor must not terminate an SBE subcontractor submitted on a commitment agreement for a Contract with an assigned goal without the prior written consent of the Department.

The Contractor must designate an SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.

The Contractor must inform the Department of the representative's name, title, and telephone number within 10 days of beginning work.

2.1.3. Eligibility of SBEs. The Department certifies the eligibility of SBEs.

Firms certified as SBEs are listed in the Department's online directory located at <https://txdot.txdotcms.com/>.

Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor in accordance with Section 2.1.2., "Contractor's Responsibilities."

Certified HUBs and DBEs are eligible as SBEs.

The Department's SBE Program is governed by 43 TAC, Chapter 9, Subchapter K, "Small Business Enterprise (SBE) Program."

2.1.4. Determination of SBE Participation. SBE participation will be counted toward meeting the SBE goal in this Contract in accordance with the following.

A Contractor will receive credit for all payments actually made to an SBE for work performed and costs incurred in accordance with the Contract, including all subcontracted work.

An SBE Contractor or subcontractor may not subcontract more than 75% of a Contract. The SBE must perform no less than 25% of the value of the Contract work with their own organization in accordance with Item 8.

An SBE may lease equipment consistent with standard industry practice. An SBE may lease equipment from the prime Contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department before the SBE starting the work in accordance with the following.

- If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment must be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the jobsite.
- For equipment that is not specialized, the SBE must provide the operator and be responsible for all payroll and labor compliance requirements.

- 2.1.5. **Records and Reports.** The Contractor must submit monthly reports of SBE payments (including payments to HUBs and DBEs) to the Area Engineer's Office after work begins. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for monthly reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting good faith efforts, in accordance with Section 2.1.2., "Contractor's Responsibilities," must be submitted with the SBE Final Report.

SBE subcontractors and suppliers should be identified on the monthly report by SBE certification number, name, and the amount of actual payment made to each during the monthly period. These reports are required regardless of whether SBE activity has occurred in the monthly reporting period.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

- 2.1.6. **Compliance of Contractor.** To ensure compliance with SBE requirements of this Contract, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating their progress in achieving the SBE Contract goal and by compliance reviews conducted by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Department reserves the right to employ remedies as the Department deems appropriate in the terms of the Contract.

- 2.2. **Article B—No SBE Goal.**

- 2.2.1. **Policy.** It is the Department's policy that SBEs will have an opportunity to participate in the performance of Contracts.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor must offer SBEs an opportunity to participate in the performance of Contracts and subcontracts. If an SBE is used, the requirements in accordance with Section 2.1.4., "Determination of SBE Participation," will apply.

- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor will not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the award and performance of Contracts. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

- 2.2.4. **Records and Reports.** The Contractor must submit annual reports pertinent to SBEs (including HUBs and DBEs) to the Area Engineer's Office by August 31 or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs.

SBE subcontractors and suppliers should be identified on the report by SBE certification number, name, and the amount of actual payment made.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Provision to Item 1

Abbreviations and Responsibilities

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

Article 1. is supplemented with the following:

1.0. General Statement:

For this Contract, the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, September 1, 2024 (the "Texas Standard Specifications"), all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by the Texas Department of Transportation ("TxDOT"), or any predecessor or successor thereto, which are applicable to this Contract, are hereby modified with respect to the terms cited below and no others are changed hereby.

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

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

CTRMA Central Texas Regional Mobility Authority

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

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

Article 3.33., "Construction Contract", is voided and replaced by the following:

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

Article 3.46., "Debar (Debarment)", is voided and replaced by the following:

3.46 Debar (Debarment). Disqualification of an entity from bidding on or entering into a Contract with the Mobility Authority, federal government or state government, from participating as a subcontractor under a Contract with the Mobility Authority, federal government or state government, and from participating as a supplier of materials or equipment to be used under a Contract with the Mobility Authority, federal government or state government. Refer to 43 TAC 1.2, "Definitions".

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

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

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

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

Article 3.55., "Engineer", is hereby deleted and replaced by the following:

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

Article 3.77., "Letting Official", is hereby deleted and replaced by the following:

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

Article 3.107., "Proposal Form", is voided and replaced by the following:

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

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

Article 3.113., "Referee Tests", is voided and replaced by the following:

3.113. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is a mutually agreed to 3rd party commercial laboratory.

Article 3.135., "State", is voided and replaced by the following:

3.135. State. Central Texas Regional Mobility Authority.

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 2

Instructions to Bidders

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

Article 3, "Issuing Proposal Forms," first two sentences are replaced with the following:

Mobility Authority will issue an Official Bid Form to a prequalified Bidders. The online bid form will be made available to the prequalified bidders on the CivcastUSA website:

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified using Confidential Questionnaire (CQ) process by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$2,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Barath.PasupathyNathan@atkinsrealis.com and Beteseb.Shibikom@atkinsrealis.com and include a phone number, email address and physical address for point of contact.

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

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

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

Special Provision to Item 3

Award and Execution of Contract

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

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

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

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

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

These entities shall be additional insureds to this policy with respect to liability arising out of the acts, errors, and omissions of any member of the Contractor and Subcontractors whether occurring on or off of the site, notwithstanding any other provisions of the Contract Documents.

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

The Commercial General Liability, Automobile Liability and Excess Liability policies shall be endorsed to name CTRMA as an additional insured for any claims arising out of this project. The Contractor shall provide CTRMA with certificates of insurance from all contractors and subcontractors. The certificates shall state that each Contractor waives all rights of subrogation against the CTRMA and that coverage shall not be modified or cancelled without thirty (30) days written notice to CTRMA.

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

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

Special Provision to Item 4

Scope of Work

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

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

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

Payment will not be made for anticipated profits on work that is eliminated."

and replace with the following:

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

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

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

Special Provision to Item 4

Scope of Work

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

Article 4.7., "Dispute or Claims Procedure," Delete the paragraphs under this article in their entirety and replace with the following:

"The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner with the Engineer. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

If the dispute cannot be resolved at the project level, initiate the Contract claims procedure by submitting a claim to the Mobility Authority's Director of Engineering.

If the claim cannot be resolved between the Contractor and the Director of Engineering, the contractor may escalate the claim by submitting the claim to the Executive Director of the Mobility Authority.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Mobility Authority is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

If a claim has been submitted and the Contractor wishes to resume negotiations with the Engineer, notify the Director of Engineering in writing of the intent to resume negotiations at the Engineer level and request review of the claim be suspended by the Director of Engineering pending the outcome of the negotiations.

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Mobility Authority issues notice to the Contractor that they are in default, the date the Mobility Authority terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Special Provision to Item 5

Control of the Work

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

Article 5.12., "Final Acceptance," is supplemented by the following:

Contractor warrants all materials and workmanship and that the work is in conformance with the Bid Documents and Plans included in this Contract for a period of one year from the date of the Certificate of Final Acceptance of the entire project. Said warranty binds Contractor to correct any work that does not conform with such Bid Documents and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one year period. Contractor must, at its own expense, correct any such defect within 30 days after receiving written notice of such defect from Mobility Authority by repairing the same to the condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30-day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, Mobility Authority may repair or cause to be repaired any such defect by calling the Contractor's Warranty Bond.

Special Provision to Item 6

Control of Materials

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities

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

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

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

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

Special Provision to Item 8

Prosecution and Progress



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

Article 8.6., "Failure to Complete Work on Time," is supplemented by the following.

- 6.1. **Lane Closure Assessment Fees.** Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak-hour traffic for each time increment shown on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.
- 6.1.1. **Definition of Terms.** For this Contract, the following definitions apply.
 - 6.1.1.1. **Time Increment.** Any continuous defined increment of time or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.
 - 6.1.1.2. **Assessment Fee.** The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak-hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.
 - 6.1.1.3. **Closure or Obstruction.** When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that shown on the plans.
 - 6.1.1.4. **Peak-Hour Traffic Times.** Schedule of days and times described in the General Notes when lane closures or obstructions are not allowed.
- 6.1.2. **Fee Calculation and Collection.** The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

Special Provision to Item 8

Prosecution and Progress

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

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

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

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

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

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

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

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

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

The progress schedule shall contain the following Administrative Identifier Information:

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

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

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

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

Activity requirements are discussed in further detail as follows:

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

calendars to represent their standard work schedule using the pre-defined calendars as a basis. The Contractor may not edit pre-defined calendars.

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

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

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

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

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

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

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

Section 8.5.5.2.3 “Progress Schedule” is supplemented by the following

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

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

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

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

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

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

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

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

Section 8.5.5 “Schedule Types” is supplemented by the following:

Section 8.5.5.5 Recovery Schedule

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

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

Special Provision to Item 8

Prosecution and Progress

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

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

Begin work within 90 calendar days of Notice to Proceed. Notice to Proceed may be deferred up to 180 days from CTRMA Board award of the contract. Do not begin work before this period unless authorized in writing by the Engineer.

Special Provision to Item 9

Measurement and Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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



December 17, 2025 AGENDA ITEM #7

Approve an agreement with Aaron
Concrete Contractors, LLC for
maintenance and repair of a water
quality pond on 183A Toll

Strategic Plan Relevance:	Stewardship
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$826,659.80
Funding Source:	FY2026 Operating Budget R&R Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: The work includes the maintenance and repair of the existing Bulldog water quality pond located under the 183A Toll main lane bridges between Scottsdale Drive and Crystal Falls Pkwy. This project will remove the stone lining on the pond bottom and replace it with concrete riprap for prolonged asset life and ease of future maintenance. Additionally, this project will repair failed berms and maintain the sand filtration pond basin. The 183A Bulldog Pond Repair Project began design in June 2025 as part of the Authority's maintenance program. This work will preserve the Mobility Authority's existing assets along the 183A Toll corridor by reducing future maintenance need and cost.

Previous Actions & Brief History of the Program/Project: In June of 2025 the Authority approved the adoption of the FY2026 Operating Budget which included renewal and replacement funds to maintain the Mobility Authority's existing assets. Final Plans were completed and advertised for bids in October 2025.

Construction Contract Procurement Timeline:

- October 23, 2025: Advertised Project
- November 4, 2025: Pre-Bid Meeting
- November 21, 2025: Bid Opening

Bids: 4 bids were received and came in as shown below.

Contractor	Bid Price	Responsive Bid
Aaron Concrete Contractors, LLC	\$826,659.80	Yes
Jerdon Enterprise, LP	\$977,777.77	Yes
Dan Williams Company	\$1,001,234.75	Yes
Austin Engineering Co., Inc.	\$1,374,040.70	Yes

The Engineer's Estimate was \$956,853.30.

The bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is Aaron Concrete Contractors, LLC at \$826,659.80.

Financing: FY2026 Operating Budget R&R Funds

Action requested/Staff Recommendation: Staff recommends that the Board approve an agreement with Aaron Concrete Contractors, LLC for pond repairs on 183A Toll.

Backup provided: Draft Resolution
Draft Contract

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

RESOLUTION NO. 25-0XX

**APPROVING AN AGREEMENT WITH AARON CONCRETE CONTRACTORS, LLC FOR
MAINTENANCE AND REPAIR OF A WATER QUALITY POND ON 183A TOLL**

WHEREAS, the Mobility Authority Director of Engineering has determined that the Bulldog water quality pond located under the 183A Toll main lane bridges between Scottdale Drive and Crystal Falls Pkwy requires certain repairs in order to maintain its good working condition and preserve the life of the asset; and

WHEREAS, the Mobility Authority staff issued a solicitation for bids from firms interested in performing the pond repairs on October 23, 2025, and four (4) firms submitted bids by the bid opening on November 21, 2025; and

WHEREAS, the bids were reviewed by engineering staff who determined the lowest responsive and responsible bidder to be Aaron Concrete Contractors, LLC.; and

WHEREAS, after reviewing the engineering staff's evaluation, the Executive Director recommends that the Board of Directors approve an agreement with Aaron Concrete Contractors, LLC for maintenance and repairs to the Bulldog water quality pond in an amount not to exceed \$826,659.80 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves an agreement with Aaron Concrete Contractors, LLC for maintenance and repairs to the Bulldog water quality pond in an amount not to exceed \$826,659.80 and hereby authorizes the Executive Director to finalize and execute the agreement in the form or substantially the same form published in the bid documents attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 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

183A Bulldog Pond Repair Project

CTRMA Contract No.: 26183A24603M

Bid Documents

Advertisement: October 23, 2025

Pre-Qualification Deadline: 12:00PM November 6, 2025

Bid Date: 2:00 PM November 21, 2025

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

October 23, 2025

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/68a875a4b78f62f1d2ecfe1b/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, November 21, 2025**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have forty-eight (48) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

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

- Excavation
- Embankment
- Concrete Riprap
- Repair Sand Filtration System

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on November 7, 2025 via the project's CivCastUSA website <https://www.civcastusa.com/project/68a875a4b78f62f1d2ecfe1b/summary>

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified through Confidential Questionnaire (CQ Process) by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$2,000,000
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement,

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is November 6, 2025 at Noon.

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

Complete Contract documents will be available on October 23, 2025 for potential bidders and others through the Authority's website (<https://www.mobilityauthority.com/>) and CivCast's website <https://www.civcastusa.com/project/68a875a4b78f62f1d2ecfe1b/summary>

Standard Specifications (Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, September 1, 2024) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website: <https://www.txdot.gov/business/resources/txdot-specifications/2024-standard-specifications.html>

The contract will be awarded in accordance with the Authority’s Procurement policy. A copy of the Procurement Policy is available online at the Authority website: <https://www.mobilityauthority.com/about/policy-disclaimers/code>

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

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

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

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

BID DOCUMENT CHECKLIST

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

Bid Document:

- Are you aware if your affiliates are bidding on the same project?
- Are you pre-qualified by TxDOT through the Confidential Questionnaire process and have a bidding capacity of \$2,000,000.
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

Bid Document Preparation:

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

Bid Bonds:

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

Bid Document Submission:

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

To receive Official Bid Form, request via the project's CivCast website.

5

(NOTE: Bidders shall **not** remove this bidding form from attached documents.)

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

183A BULLDOG POND REPAIR PROJECT CONTRACT

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

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within thirty (30) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within forty-eight (48) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

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

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

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

Business Name of Bidder _____

Type of Organization	Individual	<input type="checkbox"/>
	Partnership	<input type="checkbox"/>
	Corporation	<input type="checkbox"/>

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 21st day of
November, 2025, for Contract No. 26183A24603M in connection with the 183A Bulldog Pond
Repair Project; that I executed the said Bid with full authority to do so;

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

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

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

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

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

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

DEBARMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 21st day of November,
2025, for Contract No. 26183A24603M in connection with the 183A Bulldog Pond Repair
Project; that I executed the said Bid with full authority to do so;

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

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

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

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

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

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

CHILD SUPPORT STATEMENT

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



CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

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

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

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

BID BOND

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

WHEREAS, the Contractor is herewith submitting its Bid for Contract No.
26183A24603M, entitled 183A Bulldog Pond Repair Project, and

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

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

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____
Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

CONTRACT AGREEMENT

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

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 26183A24603M, entitled 183A Bulldog Pond Repair Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

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

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

The Contractor agrees as follows:

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

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have forty-eight (48) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

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

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20____.

By: _____
James Bass
Executive Director

Notary Public

My commission expires:

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

by: _____
Notary Public

My commission expires:

CONTRACTOR:

Business Name

Address

Title

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

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

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

State or County of Incorporation/Formation/Organization: _____

Signature block for a corporation or limited liability company:

Company: _____

By: _____

Printed Name: _____

Title: _____

Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME:

OFFICE:

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

Secretary

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

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

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

PHONE NUMBER

PHONE NUMBER

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

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

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

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

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

()

PHONE NUMBER

()

PHONE NUMBER

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

()

PHONE NUMBER

SIGNATURE OF LICENSED LOCAL

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

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

RECEIPT OF ADDENDA

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

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

Signature

Date

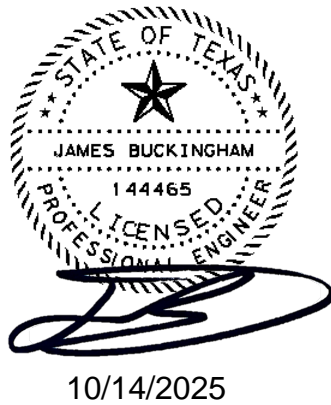
Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

ENGINEER'S SEAL

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



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

Central Texas Regional Mobility Authority

183A BULLDOG POND REPAIR PROJECT

CTRMA CONTRACT NO. 26183A24603M

SPECIFICATION LIST

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2024, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

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

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

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

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2024.

GENERAL NOTES:

GENERAL

The “Engineer” shall be the Central Texas Regional Mobility Authority’s (Mobility Authority) consultant identified by the Mobility Authority at the Pre-Construction Meeting.

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

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

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

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

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

Contractor is responsible for verifying the location of all utilities (overhead and underground) and notifying the Engineer of any discrepancies before beginning construction. Contractor shall contact utility companies 48 hours prior to construction and take “caution” in areas where utilities are close together to avoid damaging the utilities.

Both TxDOT owned and CTRMA owned Intelligent Transportation Systems (ITS) and Electronic Toll Collection (ETC) Systems Infrastructure may exist within the limits of this project. All ITS and ETC Systems must remain operational throughout project construction. The exact location of underground ITS Infrastructure may not be known. Backbone and hub communication fiber links are critical and must be maintained for the duration of the project and beyond.

Short periods for switchovers must be approved in writing by CTRMA and shall be scheduled with both TxDOT and CTRMA at least 30 days in advance. Scheduled changeovers should occur at night.

Use caution when working near ITS/ETC Infrastructure to avoid damage. Repair any damage to the ITS, ETC, and Infrastructure within 8 hours of occurrence at no cost to TxDOT/CTRMA. In the event of TxDOT system damage, notify TxDOT at (512) 974-0883 and the Toll Operations Division at (512) 874-9177 within one hour of occurrence. In the event of CTRMA system damage, notify the CTRMA Director of Operations at (512) 996-9778 within one hour of occurrence. Failure of the Contractor to repair damage within 8 hours of occurrence to any infrastructure that conveys any corridor information to TxDOT/CTRMA will result in the Contractor being billed for the full cost of emergency repairs performed by others. Upon completion of installation of permanent fiber optic duct bank and cable and switchover from temporary to permanent has been made, remove all temporary fiber optic cable, timber poles,

messenger cable and ground boxes. Temporary conduit to existing ground boxes shall be separated from existing ground boxes and access port to ground box shall be repaired.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

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

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

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

Protect all areas of the right of way (ROW) that are not included in the actual limits of proposed construction areas. Exercise care to prevent damage of trees, vegetation and other natural surroundings. Areas not to be disturbed will be as directed by the Engineer. Restore any area disturbed by the Contractor's operations to a condition as good as, or better than, before the beginning of work.

Coordinate and obtain approval for all work over existing roadways.

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

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

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

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

ITEM 4 – SCOPE OF WORK

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

ITEM 5 – CONTROL OF THE WORK

Overhead and underground utilities exist in the vicinity of the project. The exact location of underground utilities is not known. Adhere to 16TAC§18.1, the Texas Railroad Commission rules requiring all parties to use the Texas One Call system for locating utilities before excavations of more than 16 inches in depth. Contact Texas811 at Texas811.org or (800) 545-6005 for exact locations at least 48 hours prior to commencing any work that might affect existing utilities. Not all area utility companies are registered with Texas811. It is the responsibility of the Contractor to contact those area utility companies. Provide 2-week advance notice to the Engineer to request locates for Mobility Authority-owned utilities.

Contractor is responsible for verifying the location of any ITS duct bank and gas pipes prior to construction. This work is subsidiary to relevant items of work. Contractor shall receive approval from the engineer prior to beginning excavation in the vicinity of any gas line.

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

Electronic Shop Drawing Submittals:

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

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Collect wastewater generated on-site by chemical toilets and transport off the recharge zone and dispose of properly.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

For projects with PSLs in Edwards Aquifer Recharge/Contributing Zone or in USACE Jurisdictional Area:

Project Specific Location (PSL) in Edwards Aquifer Recharge and Contributing Zone

Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

PSL in USACE Jurisdictional Area

Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Mobility Authority with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Mobility Authority or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

Restricted Use of Materials for the Previously Evaluated Permit Areas. When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:

- a) suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
- b) suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
- c) Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.

Contractor Materials from Areas Other than Previously Evaluated Areas. Provide the Mobility Authority with a copy of all USACE coordination and approvals before initiating any

activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:

- a) Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
- b) Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.)

Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary.

DSHS Asbestos and Demolition Notification

Complete and provide the Texas Department of State Health Services (DSHS) notification form to the Engineer at least 30 calendar days prior to bridge or bridge class culvert removal or renovation. Notify the Engineer via email of any changes to the Work Start and End Dates.

Migratory Birds and Bats.

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

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

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

Law Enforcement Personnel.

Submit charge summary and invoices using Mobility Authority-provided forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site.

If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

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

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

Back Up Alarm

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

ITEM 8 – PROSECUTION AND PROGRESS

The Contractor will have 48 working days from NTP to have all installations complete.

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

Working days will be charged based on a standard workweek.

Work is allowed to be performed during the nighttime, with prior approval, per Article 8.3.

Provide via email a baseline schedule in Gantt chart format.

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

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

Any unauthorized lane closures will be assessed to the Contractor as noted in **Table 1** below. All Lane Closure Assessments for the Contractor will be subtracted from the value of the payment application for that associated period.

Table 1: Lane Closure Assessment Rates

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

For example: If the contractor has one lane of traffic closed on 183A until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. Refer to Item 502 for Allowable Lane Closure Times. The late charges will be accrued as follows:

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

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

Refer to Table 2. Allowable Lane Closure for available lane closure times.

Lane Closure Assessments will apply to the shoulder of the main lane and general-purpose lanes.

ITEM 9 – MEASUREMENT AND PAYMENT

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

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

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

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

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

ITEM 132 – EMBANKMENT TY C

Do not furnish shale clays. The Engineer must approve the embankment material before use on the project.

TY C Requirements

Description	Percent Retained					LL Max	PI Max	PI Min
	3"	1 3/4"	3/8"	#4	#40			
EMBANKMENT (ORD COMP) (TY C)	0	0-10	-	45-75	60-85	45	25	15

ITEM 162 – SODDING FOR EROSION CONTROL

Provide common Bermuda. Provide St. Augustine if the adjacent grass is St. Augustine.

Sod all ground disturbed within the work area and along the access route.

ITEM 168 – VEGETATIVE WATERING

Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed. Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

This work is subsidiary to pertinent items.

ITEM 460 - CORRUGATED METAL PIPE

Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all field cuts with asphalt paint. Cut ditches to grade before laying pipe.

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

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

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

Table 2. Allowable Lane Closure

Roadway	Limits	Allowable Closure Time* Weekday
183A Toll NBML/SBML	Crystal Falls Pkwy to Scottsdale Dr	Sunday-Friday (9 PM to 5 AM)
183A Toll NBFR**	Crystal Falls Pkwy Exit Ramp	Sunday-Friday (9 PM to 5 AM)
183A Toll SBFR	Crystal Falls Pkwy to Scottsdale Dr	Sunday-Friday (9 PM to 5 AM)

* Allowable Closure Time includes setup and cleanup time.

** The Allowable Closure Time shown setup on this Table is applicable for work during Phase I. Please see TCP Layout Sheet for work during Phase II work.

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

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

No closures will be allowed on Friday and Saturday nights.

No closures will be allowed on the weekends adjacent to, working day prior, and working day after the National Holidays defined in the Standard Specifications and Easter weekend. No closures will be allowed on Friday and the weekends for Austin City Limits Fest, Formula 1 United States Grand Prix, South by Southwest, UT home football games, Republic of Texas Rally, Rodeo Austin, or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events. The closure restrictions may be amended by the Engineer.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to the Mobility Authority using the CTRMA's electronic document management system. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation.

Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11AM on Tuesday or 11AM on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 7 days prior to implementation.

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

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

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time backup (queuing) becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures.

Coordinate Main Lane closures with adjacent projects including those projects owned by other agencies and departments.

Do not setup lane and/or shoulder closures on both sides of road at the same time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

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

Shadow Vehicle with TMA is required for setup/removal of traffic control devices.

ITEM 503 – PORTABLE CHANGEABLE MESSAGE SIGN

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

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

ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

For projects involving multiple work locations within a single day, the contractor must assess and determine the total number of TMAs or TAs required to complete the work. Payment for each unit used will be made in accordance with the specifications and the relevant bid item. Total payment for each day will not exceed the number of units designated for the project per working day (e.g two operations utilizing two units will equate to two days of payment). Any additional operation using one of the two TMAs will not be subject to an additional day of payment.

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

ITEM 506 – TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil,

stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

For routine or anticipated dewatering, notify the engineer 72 hours before beginning dewatering. Notify the Engineer within 1 hour of beginning emergency or recent rainfall dewatering. Water located within the ROW that will leave the ROW must appear free of pollutants such as suspended sediment, oil sheen, floating solids, etc. Dirty water must pass thru adequate BMPs prior to leaving the ROW to prevent discharge of dirty water. Bypass pumping of water found in a navigable waterway that enters from outside the ROW and is discharged downstream of the ROW will not require the use of BMPs. Dewatering BMPs will be paid for in conformance with the applicable bid items. However, if the necessary BMP item is not included in the Contract, payment for the BMP will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." The act of dewatering and the equipment used to dewater will not be paid for directly but will be subsidiary to pertinent bid items.

Unless a specific pay item is provided in the plans, the installation of the 6:1 or flatter for RFD side slopes in the safety zone will be subsidiary to pertinent bid items.

Cover small waste containers (100 gallons or less) at all times. This work is subsidiary. Large waste containers (more than 100 gallons) must have a secondary discharge containment system around the container using erosion control logs. Installation of the log for each container location will be paid using existing bid items. Repair, remove, or replace of the log will not be paid. Revisions, repairs, remove or replace of the log during exchange of empty/full containers at the same location will not be paid.

Portable restrooms must be located more than 50 ft. from a waterway. Tie or stake down portable restrooms to prevent tipping due to vandalism or weather. This work is subsidiary.

Provide a designated location for disposal when excess and waste, including waste generated from cleaning of all equipment used for mixing, hauling, and transfer concrete is disposed in the ROW or PSL. Manufactured disposal containers must be metal or a plastic material with minimum 10 mil thickness. Paper, earthen berms, or pits must be lined with minimum 10 mill thickness polyethylene sheeting. Disposal locations must be located a minimum of 50 ft. from a waterway, tree, or sensitive feature. The disposal location must have a minimum height of 6 in. Maintain a minimum 4 in. of freeboard at all times. Disposal locations are not required for cleaning of small hand tools. Hardened concrete waste may be used as embankment if placed in accordance with Item 132

ITEM 512 – PORTABLE TRAFFIC BARRIER

Any increase in temporary barrier quantities that occur due to the Contractor changes in the sequence of work or the traffic control plan will not be paid.

ITEMS 540 & 542 - METAL BEAM GUARD FENCE AND REMOVING MBGF

All work performed under Items 540 & 542 shall be subsidiary to Item 502-7001.

Furnish round timber posts for guard fence. Steel posts for low fill culvert applications is subsidiary including use of low fill culvert application due to other concrete structures such as inlets. Long span application at inlets may be used as an alternate to low fill culvert. Unless otherwise specified on the plans, use of low fill culvert or long span at inlets will be subsidiary to pertinent items. Stake the locations for approval before installation. Adjust the limits of the fence to meet field conditions. Install delineators before opening the road to traffic.

Retain all materials. Existing materials that are structurally sound and dent free may be reused. All reused material will be from this project and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4 in. may be cleaned and repaired in accordance with Section 540.3.5. Punch or field drill holes in the metal rail element to accommodate post spacing. Additional holes for splice or connections are not allowed. Space the field holes in accordance with the latest standard but no closer than the minimum spacing shown on the current standard.

Remove, replace, and install mow strip block out material. Construct new block outs and backfill unused block outs with class B concrete. This work is subsidiary.

Replace any damaged posts, backfill holes with approved material by the Engineer and provide grout for leave-outs as needed. This work is subsidiary.

Repair mow strip damage caused by contractor negligence. This work is subsidiary.

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

Triangular slip base must be the clamp style to secure the post to the slip base. Set screw style slip base will not be allowed.

All work performed under Item 644 shall be subsidiary to Item 502-7001.

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the Engineer at least 24 hours in advance of work for this item.

Broken line markings must use solid line markings in lane shifts.

Maintain removable and short-term markings daily. Remove within 48 hours after permanent striping has been completed.

Item 668 is not allowed for use as Item 662.

Roadways with existing profile pavement markings or rumble strips must supplement work zone solid lines with traffic buttons spaced at 12 in. Traffic buttons used to supplement the work zone markings will be paid by the each in addition to the work zone item.

Short term removable markings designated by bid item description “SHT TERM RMV” will require the use of removable prefabricated pavement markings. Tabs will not be allowed as a substitute for prefabricated pavement markings.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer at least 24 hr. before beginning work.

All projects, including resurfacing, must increase center-to-center width for center line markings to 18 in. unless the plans or existing is greater than 18 in.

ITEM 672 – RAISED PAVEMENT MARKERS

Place Type I-C and II-C-R markers at 40 ft. spacing for all lane lines,

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Dispose of removed materials and debris at locations off the right of way.

Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Strip seal is only method allowed on seal coat surface unless project includes placement of a new surface. If total quantity of removal on a seal coat surface is less than 2000 ft., elimination using a pavement marking is allowed if a test section is approved by the Engineer. Test section shall demonstrate the thermo marking color matches the existing pavement color.

Remove pavement markings outside the limits of the new surface by a blasting method.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination.

The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance is subsidiary.

CONTRACT NO.: 26183A24603M

HIGHWAY: 183A

COUNTY: WILLIAMSON

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ARE
INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1-9	GENERAL REQUIREMENTS AND COVENANTS
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100)(160)(204)(210)(216)(260)(275)(400)
ITEM 162	SODDING FOR EROSION CONTROL (162)(164)(166)
ITEM 168	VEGETATIVE WATERING
ITEM 421	HYDRAULIC CEMENT CONCRETE (360) (361) (416)
ITEM 432	RIPRAP (247)(420)(421)(431)(440)
ITEM 460	CORRUGATED METAL PIPE
ITEM 481	PIPE FOR DRAINS
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 503	PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505	TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161) (432) (556)
ITEM 512	PORTABLE TRAFFIC BARRIER
ITEM 540	METAL BEAM GUARD FENCE
ITEM 542	REMOVING METAL BEAM GUARD FENCE
ITEM 545	CRASH CUSHION ATTENUATORS
ITEM 644	SMALL ROADSIDE SIGN ASSEMBLIES
ITEM 662	WORK ZONE PAVEMENT MARKINGS

ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 764 PUMP STATIONS AND DRAINAGE SYSTEM CLEANING

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

SPECIAL PROVISION TO ITEM 000 (000---001)

SPECIAL PROVISION TO ITEM 000 (000---016)

SPECIAL PROVISION TO ITEM 000 (000---017---RMA)

SPECIAL PROVISION TO ITEM 000 (000---019)

SPECIAL PROVISION TO ITEM 000 (000---031)

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

SPECIAL PROVISION TO ITEM 002 (002---001---RMA)

SPECIAL PROVISION TO ITEM 003 (003---001---RMA)

SPECIAL PROVISION TO ITEM 004 (004---001---RMA)

SPECIAL PROVISION TO ITEM 004 (004---002---RMA)

SPECIAL PROVISION TO ITEM 005 (005---001---RMA)

SPECIAL PROVISION TO ITEM 006 (006---001---RMA)

SPECIAL PROVISION TO ITEM 007 (007---001---RMA)

SPECIAL PROVISION TO ITEM 008 (008---001)

SPECIAL PROVISION TO ITEM 008 (008---002---RMA)

SPECIAL PROVISION TO ITEM 008 (008---009---RMA)

SPECIAL PROVISION TO ITEM 009 (009---001---RMA)

SPECIAL SPECIFICATIONS:

SS 7003-RMA SAND FILTRATION SYSTEM

GENERAL:

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

- 3.1. **Compliance with Regulations.** The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports.** The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

determine to be appropriate, including, but not limited to actions defined in Article 7.1., "Ethics," or Article 5.1., "Authority of Engineer."

- 3.6. **Incorporation of Provisions.** The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. DEFINITIONS

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

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

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

3. CONTRACTOR EVALUATIONS

In accordance with 43 TAC §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- interim evaluations at or within 30 days after the anniversary of the Notice to Proceed, for Contracts extending beyond 1 yr. and
- final evaluation, upon project closeout.

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

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

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

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

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision on a Contractor's evaluation score and recommendation of action required in a PRP or follow-up for noncompliance is final.

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to implement the Department's policy of ensuring that SBEs have an opportunity to participate in the performance of Contracts. If the SBE goal is greater than zero, Section 2.1., "Article A—SBE Goal is Greater than Zero," will apply to this Contract; otherwise, Section 2.2., "Article B—No SBE Goal," will apply. The percentage goal for SBE participation in the work to be performed under this Contract will be in accordance with the proposal.

2. DEFINITIONS

A Small Business Enterprise (SBE) is a firm certified as such by the Department. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

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

2.1.1. **Policy.** The Department is committed to providing contracting opportunities for small businesses. Therefore, it is the Department's policy to develop and maintain a program to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's SBE Program apply to this Contract as follows.

The Contractor will make a good faith effort to meet the SBE goal for this Contract.

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

After a conditional award is made to the low Bidder, the Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, in accordance with Section 2.1.2., "Contractor's Responsibilities." If the requirements in accordance with Section 2.1.2., "Contractor's Responsibilities," are met, the Contract will be forwarded to the Contractor for execution.

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

2.1.2. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor. An SBE Contractor may satisfy the SBE requirements by performing at least 25% of the Contract work with their own organization in accordance with Item 8, "Prosecution and Progress."

The Contractor must complete an SBE Commitment Agreement Form for each SBE-certified firm the Contractor intends to use to satisfy the SBE goal. The SBE Commitment Agreement Form must be submitted to the Department's Civil Rights Division (CIV) in Austin, Texas, no later than 5 P.M. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

A Contractor that cannot meet the Contract goal, in whole or in part, must document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

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

- advertising in general circulation, trade association, and minority- or women-focused media regarding subcontracting opportunities,
- dividing the Contract work into reasonable portions in conformance with standard industry practices,
- documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- providing qualified SBEs with adequate information pertinent to bonding, insurance, plans, Specifications, scope of work, and the requirements of the Contract,
- negotiating in good faith with qualified SBEs, not rejecting qualified SBEs that are also the lowest responsive Bidder; and
- using the services of available minorities and women; community organizations; Contractor groups; local, state, and federal business assistance offices; and other organizations that provide support services to SBEs.

The good faith effort documentation is due at the time and place in accordance with this Section. CIV will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

Should the Bidder to which the Contract is conditionally awarded refuse, neglect, or fail to meet the SBE goal or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid will become the property of the State, not as a penalty, but as liquidated damages.

The Contractor must not terminate an SBE subcontractor submitted on a commitment agreement for a Contract with an assigned goal without the prior written consent of the Department.

The Contractor must designate an SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.

The Contractor must inform the Department of the representative's name, title, and telephone number within 10 days of beginning work.

2.1.3. Eligibility of SBEs. The Department certifies the eligibility of SBEs.

Firms certified as SBEs are listed in the Department's online directory located at <https://txdot.txdotcms.com/>.

Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor in accordance with Section 2.1.2., "Contractor's Responsibilities."

Certified HUBs and DBEs are eligible as SBEs.

The Department's SBE Program is governed by 43 TAC, Chapter 9, Subchapter K, "Small Business Enterprise (SBE) Program."

2.1.4. Determination of SBE Participation. SBE participation will be counted toward meeting the SBE goal in this Contract in accordance with the following.

A Contractor will receive credit for all payments actually made to an SBE for work performed and costs incurred in accordance with the Contract, including all subcontracted work.

An SBE Contractor or subcontractor may not subcontract more than 75% of a Contract. The SBE must perform no less than 25% of the value of the Contract work with their own organization in accordance with Item 8.

An SBE may lease equipment consistent with standard industry practice. An SBE may lease equipment from the prime Contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department before the SBE starting the work in accordance with the following.

- If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment must be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the jobsite.
- For equipment that is not specialized, the SBE must provide the operator and be responsible for all payroll and labor compliance requirements.

- 2.1.5. **Records and Reports.** The Contractor must submit monthly reports of SBE payments (including payments to HUBs and DBEs) to the Area Engineer's Office after work begins. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for monthly reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting good faith efforts, in accordance with Section 2.1.2., "Contractor's Responsibilities," must be submitted with the SBE Final Report.

SBE subcontractors and suppliers should be identified on the monthly report by SBE certification number, name, and the amount of actual payment made to each during the monthly period. These reports are required regardless of whether SBE activity has occurred in the monthly reporting period.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

- 2.1.6. **Compliance of Contractor.** To ensure compliance with SBE requirements of this Contract, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating their progress in achieving the SBE Contract goal and by compliance reviews conducted by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Department reserves the right to employ remedies as the Department deems appropriate in the terms of the Contract.

- 2.2. **Article B—No SBE Goal.**

- 2.2.1. **Policy.** It is the Department's policy that SBEs will have an opportunity to participate in the performance of Contracts.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor must offer SBEs an opportunity to participate in the performance of Contracts and subcontracts. If an SBE is used, the requirements in accordance with Section 2.1.4., "Determination of SBE Participation," will apply.

- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor will not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the award and performance of Contracts. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

- 2.2.4. **Records and Reports.** The Contractor must submit annual reports pertinent to SBEs (including HUBs and DBEs) to the Area Engineer's Office by August 31 or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs.

SBE subcontractors and suppliers should be identified on the report by SBE certification number, name, and the amount of actual payment made.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Provision 000

Schedule of Liquidated Damages



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	760
1,000,000	3,000,000	968
3,000,000	5,000,000	1107
5,000,000	15,000,000	1527
15,000,000	25,000,000	2095
25,000,000	50,000,000	3072
50,000,000	Over 50,000,000	5093

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

Special Provision to Item 1

Abbreviations and Responsibilities

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

Article 1. is supplemented with the following:

1.0. General Statement:

For this Contract, the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, September 1, 2024 (the "Texas Standard Specifications"), all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by the Texas Department of Transportation ("TxDOT"), or any predecessor or successor thereto, which are applicable to this Contract, are hereby modified with respect to the terms cited below and no others are changed hereby.

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

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

CTRMA Central Texas Regional Mobility Authority

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

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

Article 3.33., "Construction Contract", is voided and replaced by the following:

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

Article 3.46., "Debar (Debarment)", is voided and replaced by the following:

3.46 Debar (Debarment). Disqualification of an entity from bidding on or entering into a Contract with the Mobility Authority, federal government or state government, from participating as a subcontractor under a Contract with the Mobility Authority, federal government or state government, and from participating as a supplier of materials or equipment to be used under a Contract with the Mobility Authority, federal government or state government. Refer to 43 TAC 1.2, "Definitions".

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

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

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

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

Article 3.55., "Engineer", is hereby deleted and replaced by the following:

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

Article 3.77., "Letting Official", is hereby deleted and replaced by the following:

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

Article 3.107., "Proposal Form", is voided and replaced by the following:

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

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

Article 3.113., "Referee Tests", is voided and replaced by the following:

3.113. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is a mutually agreed to 3rd party commercial laboratory.

Article 3.135., "State", is voided and replaced by the following:

3.135. State. Central Texas Regional Mobility Authority.

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 2

Instructions to Bidders

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

Article 3., "Issuing Proposal Forms," first two sentences are replaced with the following:

Mobility Authority will issue an Official Bid Form to a prequalified Bidders. The online bid form will be made available to the prequalified bidders on the CivcastUSA website: <https://www.civcastusa.com/project/6734fbe0b78f626d1875bda3/summary>

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified through Confidential Questionnaire process by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$2,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Barath.PasupathyNathan@atkinsrealis.com and Beteseb.Shibikom@atkinsrealis.com and include a phone number, email address and physical address for point of contact.

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

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

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

Special Provision to Item 3

Award and Execution of Contract

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

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

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

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

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

These entities shall be additional insureds to this policy with respect to liability arising out of the acts, errors, and omissions of any member of the Contractor and Subcontractors whether occurring on or off of the site, notwithstanding any other provisions of the Contract Documents.

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

The Commercial General Liability, Automobile Liability and Excess Liability policies shall be endorsed to name CTRMA as an additional insured for any claims arising out of this project. The Contractor shall provide CTRMA with certificates of insurance from all contractors and subcontractors. The certificates shall state that each Contractor waives all rights of subrogation against the CTRMA and that coverage shall not be modified or cancelled without thirty (30) days written notice to CTRMA.

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

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

Special Provision to Item 4

Scope of Work

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

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

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

Payment will not be made for anticipated profits on work that is eliminated."

and replace with the following:

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

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

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

Special Provision to Item 4

Scope of Work

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

Article 4.7., "Dispute or Claims Procedure," Delete the paragraphs under this article in their entirety and replace with the following:

"The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner with the Engineer. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

If the dispute cannot be resolved at the project level, initiate the Contract claims procedure by submitting a claim to the Mobility Authority's Director of Engineering.

If the claim cannot be resolved between the Contractor and the Director of Engineering, the contractor may escalate the claim by submitting the claim to the Executive Director of the Mobility Authority.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Mobility Authority is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

If a claim has been submitted and the Contractor wishes to resume negotiations with the Engineer, notify the Director of Engineering in writing of the intent to resume negotiations at the Engineer level and request review of the claim be suspended by the Director of Engineering pending the outcome of the negotiations.

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Mobility Authority issues notice to the Contractor that they are in default, the date the Mobility Authority terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Special Provision to Item 5

Control of the Work

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

Article 5.12., "Final Acceptance," is supplemented by the following:

Contractor warrants all materials and workmanship and that the work is in conformance with the Bid Documents and Plans included in this Contract for a period of one year from the date of the Certificate of Final Acceptance of the entire project. Said warranty binds Contractor to correct any work that does not conform with such Bid Documents and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one year period. Contractor must, at its own expense, correct any such defect within 30 days after receiving written notice of such defect from Mobility Authority by repairing the same to the condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30-day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, Mobility Authority may repair or cause to be repaired any such defect by calling the Contractor's Warranty Bond.

Special Provision to Item 6

Control of Materials

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities

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

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

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

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

Special Provision to Item 8

Prosecution and Progress



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

Article 8.6., "Failure to Complete Work on Time," is supplemented by the following.

- 6.1. **Lane Closure Assessment Fees.** Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak-hour traffic for each time increment shown on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.
- 6.1.1. **Definition of Terms.** For this Contract, the following definitions apply.
 - 6.1.1.1. **Time Increment.** Any continuous defined increment of time or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.
 - 6.1.1.2. **Assessment Fee.** The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak-hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.
 - 6.1.1.3. **Closure or Obstruction.** When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that shown on the plans.
 - 6.1.1.4. **Peak-Hour Traffic Times.** Schedule of days and times described in the General Notes when lane closures or obstructions are not allowed.
- 6.1.2. **Fee Calculation and Collection.** The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

Special Provision to Item 8

Prosecution and Progress

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

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

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

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

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

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

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

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

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

The progress schedule shall contain the following Administrative Identifier Information:

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

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

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

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

Activity requirements are discussed in further detail as follows:

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

calendars to represent their standard work schedule using the pre-defined calendars as a basis. The Contractor may not edit pre-defined calendars.

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

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

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

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

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

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

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

Section 8.5.5.2.3 “Progress Schedule” is supplemented by the following

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

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

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

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

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

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

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

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

Section 8.5.5 “Schedule Types” is supplemented by the following:

Section 8.5.5.5 Recovery Schedule

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

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

Special Provision to Item 8

Prosecution and Progress

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

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

Begin work within 30 calendar days of Notice to Proceed. Notice to Proceed may be deferred up to 180 days from CTRMA Board award of the contract. Do not begin work before this period unless authorized in writing by the Engineer.

Special Provision to Item 9

Measurement and Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Specification 7003-RMA

Sand Filtration System

1. DESCRIPTION

Furnish materials for the construction of sand filtration system as shown on the plans.

2. MATERIALS

Use sand which is clean, washed, and free of organic matter with a diameter from 0.02 to 0.04 inches.

Use gravel filter under drain which is clean, washed, and free of organic matter with a diameter from 1/2 inch to 2 inches.

Use Geotextile fabric that meets the following specifications:

Property	Test Method	Unit	Specification
Material	Non-Woven Geotextile		
Unit Weight		Oz/Sq. Yd.	8. (Min)
Filtration Rate		In/Sec	0.08 (Min)
Puncture Strength	ASTM D-751	Lb.	125. (Min)
Mullen Burst Strength	ASTM D-751	Psi	400. (Min)
Tensile Strength	ASTM D-1682	Lb.	300. (Min)
Equiv. opening			
Equiv. Opening Size	US Standard	No.	80. (Min)

Provide Schedule 40, perforated and non-perforated PVC piping, including fittings, couplings, and cleanouts necessary for the piping system located in the filtration bed. Include perforations according to details and dimensions shown on the plans or as directed. Provide SDR-35 drain lines outside of the filtration bed, located in the trenches. Furnish pipe in accordance with the Item 481, "PVC Pipe for Drains".

3. CONSTRUCTION

Remove existing sand filtration systems to the limits and dimensions shown on the plans or as directed. Perform work in accordance with Item 110, "Excavation". Place sand filtration system according to details and dimensions shown on the plans or as directed. Perform work in accordance with Item 764, "Pump Stations and Drainage System Cleaning".

4. MEASUREMENT

This Item will be measured by each sand filtration system.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Sand Filtration System." This price is full compensation for all excavation, for furnishing, tilling sand, placing and cleaning all PVC pipes and fittings and cleanouts, sand, gravel, geotextile fabric, pipe bedding, outfall piping and aggregate, and for all labor, hauling, tools, equipment and incidentals.



December 17, 2025 AGENDA ITEM #8

Approve an amendment to the Right-of-Way License from Capital Metropolitan Transportation Authority on 183 Toll required for the rail crossing relocation included in the Texas Department of Transportation's 183A General Purpose Lane Project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background: The CTRMA owns and operates a shared use path along 183A from the north side of Brushy Creek extending northward to FM 1431. The shared use path includes a pedestrian and bicycle crossing of the railroad operated by the Capital Metropolitan Transportation Authority ("CapMetro") south of Brushy Creek Road.

The Texas Department of Transportation ("TxDOT") is currently constructing continuous frontage roads along 183A from Avery Ranch Boulevard to FM 1431 (the US 183 General Purpose Lane Project), requiring reconstruction and relocation of the existing shared use path, including the pedestrian and bicycle crossing of the CapMetro railroad. To accommodate TxDOT's reconstruction and relocation of the CapMetro shared use path crossing, an Amendment is required to the existing right-of-way license agreement between the CTRMA and CapMetro to depict the revised conditions.

Previous Actions & Brief History of the Program/Project: CTRMA Board Resolution 08-

42 was adopted July 30, 2008 approving execution of the original right-of-way license agreement by and between the CTRMA and CapMetro for the shared use path railroad crossing.

CTRMA Board Resolution 24-072 was adopted October 30, 2024 approving execution of a Project Development Agreement between CTRMA and TxDOT establishing each agency's rights and obligations with respect to the development, operation and maintenance of the US 183 General Purpose Lane Project.

Financing: N/A

Action requested/Staff Recommendation: Staff recommends the Board approve the Right-of-Way License Amendment with the Capital Metropolitan Transportation Authority reconstruction and relocation of the CapMetro shared use path crossing south of Brushy Creek Road for the US 183 General Purpose Lane Project.

Backup provided:

- Draft Resolution
- License Agreement Amendment
- Board Resolution 08-42
- Board Resolution 24-072

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

RESOLUTION NO. 25-XX

**APPROVING AMENDMENT NO. 3 TO THE LICENSE AGREEMENT WITH
CAPMETRO**

WHEREAS, the Mobility Authority owns and operates a shared use path along 183A from the north side of Brushy Creek to FM 1431, which includes a pedestrian and bicycle crossing owned by the Capital Metropolitan Transportation Authority (“CapMetro”); and

WHEREAS, by Resolution No. 08-42, dated July 30, 2008, the Board of Directors approved a right-of-way license agreement with CapMetro for the shared use path railroad crossing south of Brushy Creek Road (the "License Agreement"); and

WHEREAS, the Mobility Authority and the Texas Department of Transportation are pursuing the development, operation and maintenance of the US 183 General Purpose Lane Project which requires the reconstruction and relocation of the shared use path railroad crossing south of Brushy Creek Road; and

WHEREAS, the Executive Director and CapMetro have negotiated proposed Amendment No. 3 to the License Agreement; and

WHEREAS, the Executive Director recommends that the Board of Directors approve proposed Amendment No. 3 to the License Agreement in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that that the Board of Directors approves the proposed Amendment No. 3 to the License Agreement with Capital Metropolitan Transportation Authority for the reconstruction and relocation of the CapMetro shared use path crossing south of Brushy Creek Road, and authorizes the Executive Director to finalize and execute Amendment No. 3 to the License Agreement in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**AMENDMENT NO. 3
TO THE LICENSE TO USE
RIGHT OF WAY NO. M0808019
(RAIL)**

THIS AMENDMENT NO. 3 (“Amendment”) made by and between Capital Metropolitan Transportation Authority (“Licensor”), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. 5th Street, Austin, Texas 78702 and Central Texas Regional Mobility Authority, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Licensee”), acting herein by and through its duly authorized official, whose address is 3300 N. IH-35, Suite 300, Austin, Texas 78705. Licensor and Licensee are referred to in this Amendment individually as a “Party” and collectively as the “Parties”.

RECITALS

1. **WHEREAS**, on the 14th day of August, 2008, Licensor entered into that certain License Agreement No. M0808019, (as amended, the “**Agreement**”), with Licensee, for the purposes of installing and maintaining an at-grade public shared use bike path (the “**Improvements**”), located within Licensor’s railroad right-of-way, commonly known as the Giddings-Llano Line at Mile Post 80.316, in Cedar Park, Williamson County, Texas
2. The Parties now desire to replace Exhibit “A1” to the Agreement as more particularly set forth below.

AGREEMENT

1. **Replacement of Exhibit “A1”**. The Exhibit “A1” referred to in the above referenced Agreement, shall be removed entirely, and replaced with the attached Exhibit “A” dated stamped October 17, 2025, by CapMetro Real Estate & Right-of-Way Manager, Shannon Gray.
2. **Entire Agreement**. The terms of this Amendment are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment, the language in this Amendment will control.
3. **Capitalized Terms**. Capitalized items used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Amendment No. 3 has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

Intentionally Left Blank

**Amendment No. 3 to M0808019
CTRMA Shared Use Bike Path
Brushy Creek Loop @ NB SH-183A
Mile Post 80.316 in Cedar Park**

LICENSOR: **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

By: _____
Shannon Gray
Manager, Real Estate & Right-of-Way

Date: _____

Approved as to form:

Lee Simmons
Associate Counsel

LICENSEE: **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

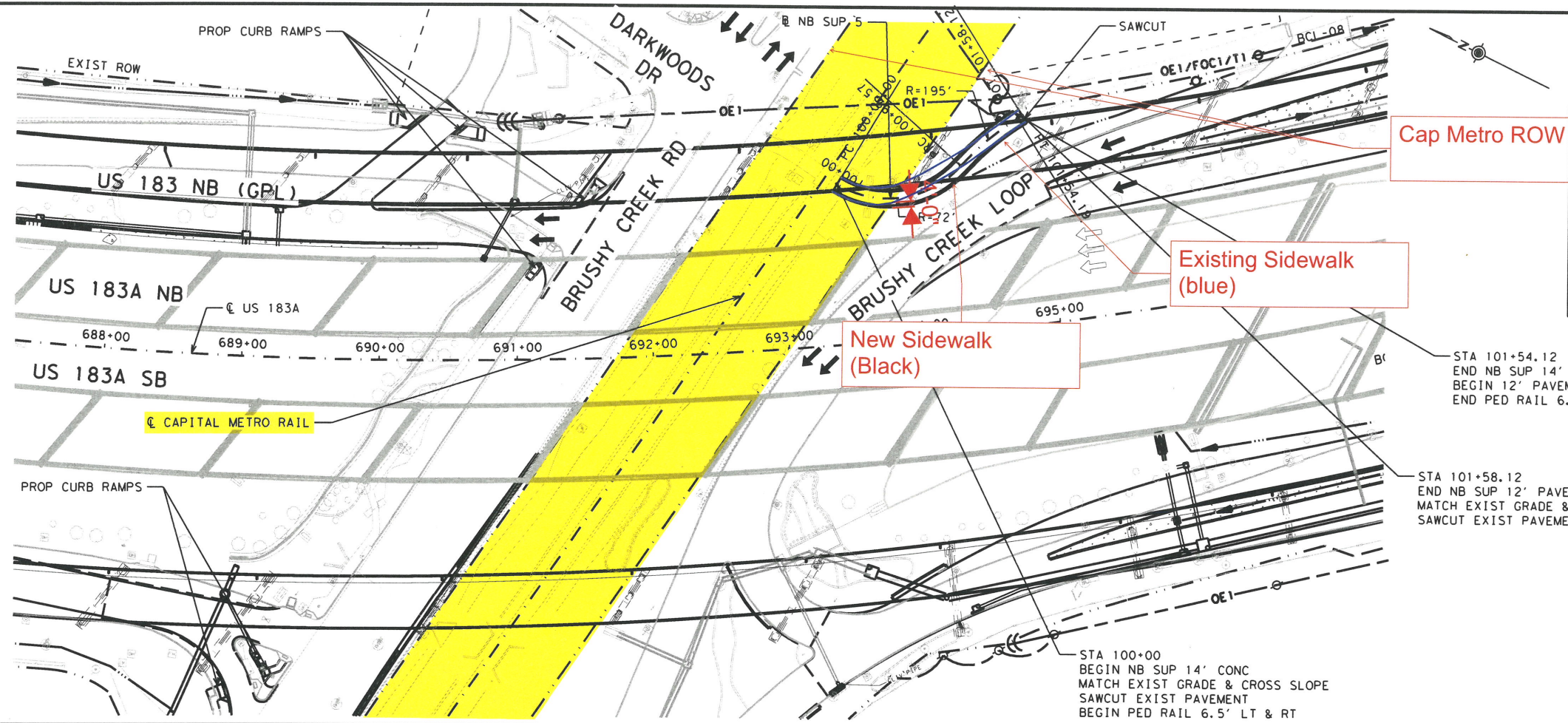
By: _____

Printed Name: _____

Title: _____

Date: _____

Amendment No. 3 to M0808019
CTRMA Shared Use Bike Path
Brushy Creek Loop @ NB SH-183A
Mile Post 80.316 in Cedar Park



ITEM	DESCRIPTION	UNIT	QTY
162-6002	BLOCK SODDING	SY	351
247-6205	FL BS (CMP IN PLC) (TY E GR 4) (2")	SY	281
450-6052	RAIL (HANDRAIL) (TY F)	LF	317
531-6002	CONC SIDEWALKS (5")	SY	
531-6003	CONC SIDEWALKS (6")	SY	246
531-6005	CURB RAMPS	EA	6
528-6008	COLOR TEXTURED CONC (5")	SY	
529-6005	CURB (MONO) (TY IIO)	LF	
529-6016	CONC CURB (TY C1)	LF	
529-6017	CONC CURB (TY F2)	LF	
529-6018	CONC CURB (TY F3)	LF	

LEGEND

- D-1 CURVE NUMBER FOR THE DESIGNATED ALIGNMENT
- ← EXIST TRAFFIC FLOW ARROW
- PROP TRAFFIC FLOW ARROW

NOTES

- SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR HORIZONTAL ALIGNMENT DATA.
- SEE PAVEMENT MARKING SHEETS FOR STRIPING AND TRAFFIC FLOW DETAILS.
- EXISTING FEATURES ARE SHOWN SCREENED BACK; i.e. FADED

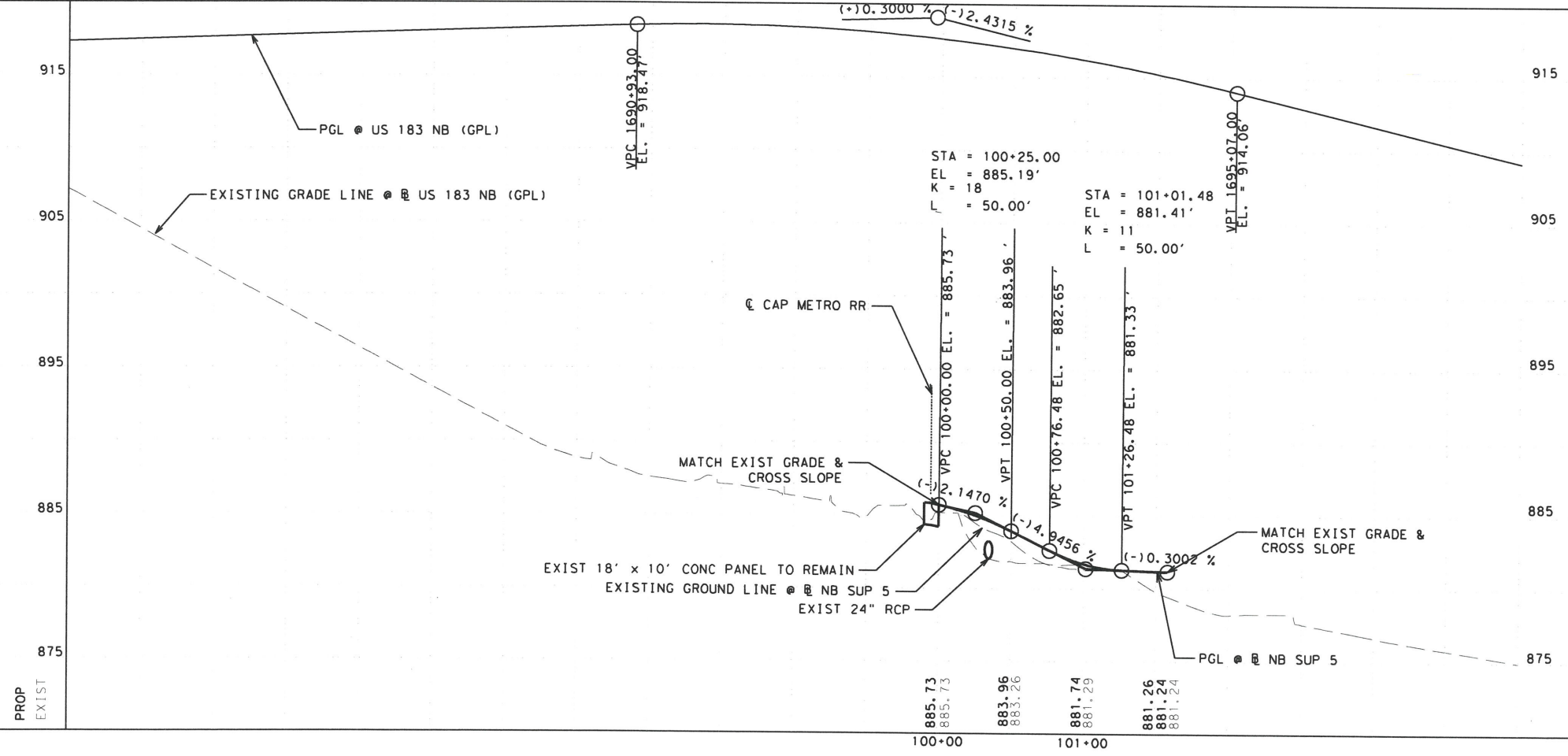
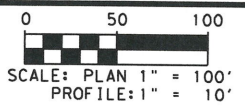


EXHIBIT A



NO.	DATE	REVISION	APPROV.



MECA
MONTALBANO ENGINEERING, CONSULTING & ASSOC., PLLC
12600 Hill Country Blvd, STE R275
Bee Cave, Texas 78738



**US 183 GPL
NB SUP
PLAN & PROFILE**

SHEET 4 OF 9

DS	CK	CON	SECT	JOB	HIGHWAY
		151	10	001	US 183
DW	CK	DIST	COUNTY	SHEET NO.	
		AUS	WILLIAMSON	362	

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 17, 2025 AGENDA ITEM #9

Accept the financial statements for
October 2025 and November 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 financial statements for October 2025 and November 2025.

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

Financing: N/A

Action requested/Staff Recommendation: Accept the financial statements for October 2025 and November 2025.

Backup provided: Draft Resolution
Draft financial statements for October 2025
and November 2025.

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

RESOLUTION NO. 25-0XX

**ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR OCTOBER 2025
AND NOVEMBER 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 October 2025 and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of November 2025 and has caused financial statements to be prepared and attached to this resolution as Exhibit B.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for October 2025 and November 2025, attached hereto as Exhibit A and Exhibit B, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Financial Statements for October 2025

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

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	210,599,300	80,618,069	38.28%	59,074,932
Video Tolls	73,589,980	19,881,720	27.02%	19,174,935
Fee Revenue	17,162,920	5,111,166	29.78%	5,006,426
Total Operating Revenue	301,352,200	105,610,955	35.05%	83,256,293
Other Revenue				
Interest Income	36,000,000	9,048,204	25.13%	11,032,058
Grant Revenue	-	-	-	309,462
Miscellaneous Revenue	15,000	2,315	15.43%	5,890
Headquarters Rent Revenue	-	83,952	-	-
Unrealized Gain/Loss	-	-	-	123,484
Total Other Revenue	36,015,000	9,134,471	25.36%	11,470,895
TOTAL REVENUE	337,367,200	114,745,426	34.01%	94,727,188
Other Additions				
Deposits from Other Governments - Travis County Rd	-	-	-	-
Total Other Additions	-	-	-	-
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	5,853,330	1,557,451	26.61%	1,410,432
Salary Reserve	80,000	-	-	-
TCDRS	1,261,493	280,893	22.27%	223,521
FICA	301,224	70,979	23.56%	65,511
FICA MED	84,873	22,356	26.34%	20,202
Health Insurance Expense	854,583	195,431	22.87%	164,812
Life Insurance Expense	4,401	1,084	24.64%	942
Auto Allowance Expense	10,200	3,103	30.42%	3,570
Other Benefits	300,617	41,002	13.64%	39,817
Unemployment Taxes	7,200	425	5.90%	-
Total Salaries and Benefits	8,757,921	2,172,724	24.81%	1,928,807
Administrative				
Administrative and Office Expenses				
Accounting	11,000	3,244	29.49%	2,947
Auditing	187,000	95,000	50.80%	195,315
Financial Advisors	180,000	72,000	40.00%	41,400
Human Resources	100,000	1,217	1.22%	339
Legal	30,000	-	-	6,236
IT Services	550,000	66,629	12.11%	98,766
Software Licenses	1,958,500	1,930,621	98.58%	1,377,608
Cell Phones	27,900	8,758	31.39%	6,370
Local Telephone Service	2,500	177	7.09%	814
Overnight Delivery Services	200	95	47.58%	17
Copy Machine	15,300	5,088	33.25%	5,088
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	4,797	28.64%	1,827
Toll Tag Expense	3,000	-	-	300
Parking / Local Ride Share	2,750	82	2.98%	157
Mileage Reimbursement	4,950	612	12.35%	295
Insurance Expense	1,601,000	407,272	25.44%	322,920

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

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Rent Expense	855,000	314,096	36.74%	153,851
Building Parking	4,000	-	-	1,057
Total Legal Services	473,000	15,429	3.26%	-
Total Administrative and Office Expenses	6,035,350	2,925,117	48.47%	2,215,307
Office Supplies				
Books and Publications	4,750	1,192	25.09%	1,192
Office Supplies	7,750	1,158	14.94%	361
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	207,600	179,308	86.37%	9,066
Copy Supplies	500	-	-	-
Other Reports - Printing	750	-	-	-
Office Supplies - Printed	5,000	2,481	49.61%	1,544
Postage Expense	1,450	307	21.19%	149
Total Office Supplies	232,300	184,446	79.40%	12,310
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	185,000	16,609	8.98%	25,782
Research Services	185,000	-	-	11,900
Communications and Marketing	600,000	205,064	34.18%	137,568
Media Planning and Placement	1,225,000	56,250	4.59%	503,756
Direct Mail Production	45,000	-	-	-
TV and Video Production	250,000	14,700	5.88%	-
Photography	25,000	1,925	7.70%	850
Radio Production	50,000	-	-	-
Other Public Relations	20,000	-	-	13,000
Promotional Items	25,000	8,392	33.57%	-
Printing	55,000	-	-	-
Other Communication Expenses	50,000	14,593	29.19%	28,910
Total Communications and Public Relations	2,790,000	317,534	11.38%	721,766
Employee Development				
Subscriptions	750	139	18.53%	139
Agency Memberships	89,850	459	0.51%	689
Continuing Education	15,000	700	4.67%	775
Professional Development	32,200	22,866	71.01%	3,285
Other Licenses	3,200	398	12.44%	375
Seminars and Conferences	79,100	12,775	16.15%	5,750
Travel	124,500	23,792	19.11%	16,134
Total Employee Development	344,600	61,129	17.74%	27,147
Financing and Banking Fees				
Trustee Fees	65,000	42,000	64.62%	29,000
Bank Fee Expense	12,000	4,989	41.57%	2,153
Arbitrage Rebate Calculation	17,500	19,800	113.14%	15,400
Rating Agency Expense	50,000	35,000	70.00%	33,500
Total Financing and Banking Fees	144,500	101,789	70.44%	80,053
Total Administrative	9,546,750	3,590,014	37.60%	3,056,583

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

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	1,474,653	545,415	36.99%	455,386
GEC-Financial Planning Support	300,000	120,686	40.23%	95,965
GEC-Toll Ops Support	1,651,356	393,297	23.82%	641,452
GEC-Roadway Ops Support	1,862,000	330,791	17.77%	276,032
GEC-Technology Support	782,300	347,768	44.45%	171,576
GEC-Public Information Support	250,000	89,804	35.92%	72,961
GEC-General Support	2,145,900	787,956	36.72%	482,203
General System Consultant	2,086,000	600,897	28.81%	591,967
Traffic Modeling	125,000	4,114	3.29%	-
Traffic and Revenue Consultant	1,985,000	336,917	16.97%	286,979
Total Operations and Maintenance Consulting	12,662,209	3,557,644	28.10%	3,074,521
Roadway Operations and Maintenance				
Roadway Maintenance	4,887,388	750,286	15.35%	702,395
Landscape Maintenance	3,957,508	669,291	16.91%	647,206
Maintenance Supplies-Roadway	400,000	450	0.11%	-
Tools and Equipment Expense	95,000	5,123	5.39%	1,047
Gasoline	30,000	4,622	15.41%	5,125
Repair and Maintenance - Vehicles	10,000	2,309	23.09%	6,212
Natural Gas	10,000	3,144	31.44%	3,461
Electricity - Roadways	375,000	83,767	22.34%	81,553
Total Roadway Operations and Maintenance	9,764,896	1,518,992	15.56%	1,446,999
Toll Processing and Collection Expense				
Image Processing	2,050,960	805,588	39.28%	618,841
Tag Collection Fees	16,562,474	5,318,214	32.11%	4,002,237
Court Enforcement Costs	200,000	-	-	-
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	19,313,434	6,123,802	31.71%	4,621,078
Toll Operations Expense				
Generator Fuel	3,000	1,578	52.61%	523
Fire and Burglar Alarm	500	164	32.90%	164
Refuse	2,900	729	25.13%	688
Telecommunications	160,000	41,604	26.00%	59,545
Water - Irrigation	9,500	3,591	37.80%	2,846
Electricity	650	-	-	306
ETC Spare Parts Expense	250,000	134,377	53.75%	21,285
Repair and Maintenance Toll Equipment	100,000	5,004	5.00%	-
Law Enforcement	825,000	173,300	21.01%	161,785
ETC Maintenance Contract	6,450,000	657,534	10.19%	946,286
Transaction Processing Maintenance Contract	2,300,000	556,200	24.18%	525,000
ETC Toll Management Center System Operation	487,000	389,741	80.03%	181,308
ETC Development	520,000	29,360	5.65%	-
ETC Testing	450,000	-	-	-
Total Toll Operations Expense	11,558,550	1,993,183	17.24%	1,899,736
Total Operations and Maintenance	53,299,089	13,193,621	24.75%	11,042,334

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

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Other Expenses				
Special Projects and Contingencies				
HERO	1,774,224	674,739	38.03%	34,401
Special Projects	250,000	-	-	-
71 Express Interest Expense	1,550,000	517,633	33.40%	576,436
Customer Relations	10,000	-	-	-
Technology Initiatives	75,000	-	-	-
Other Contractual Services	325,000	64,000	19.69%	64,000
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	4,184,224	1,256,372	30.03%	674,836
TOTAL OPERATING EXPENSE	75,787,984	20,212,732	26.67%	16,702,561
Other Deductions				
Disbursement Other Government - Travis County Road	-	541,999	-	38,410
Total Other Deductions	-	541,999	-	38,410
Non Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,452,000	476,952	32.85%	494,702
Amortization Expense - RTU Asset - Leases	429,000	171,584	40.00%	171,584
Amortization Expense - Refundings	7,500,000	2,184,464	29.13%	2,225,954
Subtotal Amortization Expense	9,381,000	2,833,000	30.20%	2,892,240
Depreciation Expense				
Depreciation Expense - Equipment	4,400	8,680	197.28%	-
Depreciation Expense - Autos and Trucks	21,000	4,601	21.91%	10,137
Depreciation Expense - Building and Toll Facility	177,000	58,916	33.29%	58,916
Depreciation Expense - Highways and Bridges	60,500,000	19,423,440	32.10%	17,507,692
Depreciation Expense - Toll Equipment	4,140,000	1,537,191	37.13%	1,130,731
Depreciation Expense - Signs	852,000	222,651	26.13%	394,277
Depreciation Expense - Land Improvements	543,000	180,774	33.29%	180,774
Subtotal Depreciation Expense	66,237,400	21,436,254	32.36%	19,282,527
Total Amortization and Depreciation Expense	75,618,400	24,269,254	32.09%	22,174,767
Total Non Cash Expenses	75,618,400	24,811,253	32.81%	22,213,177
Total Other and Non-Cash Expenses	79,802,624	26,067,625	32.67%	22,888,014
Non Operating Expenses				
Interest Expense - Debt Obligations	98,361,366	26,772,256	27.22%	33,078,174
Interest Expense - Right to Use Assets	6,200	-	-	-
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Headquarters Expenses	512,080	221,657	43.29%	-
Community Initiatives	600,000	258	0.04%	102,619
Total Non Operating Expenses	109,479,646	36,994,170	33.79%	43,180,793
TOTAL EXPENSES	260,886,030	82,018,154	31.44%	82,096,531
Net Income	76,481,170	32,727,272		12,630,656

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

	as of 10/31/2025	as of 10/31/2024
ASSETS		
Current Assets		
Cash		
Regions Operating Account	100,549	157,387
Cash in TexStar	1,499,952	271,709
Regions Payroll Account	176,456	166,669
Restricted Cash		
Goldman Sachs FSGF 465	435,643,538	288,375,610
Restricted Cash - TexSTAR	21,255,106	34,696,066
Treasury SLGS	131,128,517	207,002,640
Non-System Cash		
MoPac Operating Account	1,976	-
MoPac - Goldman Sachs	22,851,421	16,635,803
Travis County Project Admin	3,080	-
Travis County Road Projects	40,201,108	7,176,259
Headquarters Operating Account	3,357	-
Headquarters Security Deposits	28,899	-
Headquarters Property Management	62,196	-
Total Cash and Cash Equivalents	652,956,156	554,482,142
Accounts Receivables		
Accounts Receivable - Net	13,721,427	5,984,664
Lease Receivable	318,540	-
Due From Other Agencies	276,570	422,183
Due From TTA	-	684,465
Due From NTTA	3,211,666	2,233,622
Due From HCTRA	18,196,515	2,848,548
Due From TxDOT	5,867,914	917,106
Due From Other Funds	3,339,874	2,556,690
Interest Receivable	1,040,078	934,801
Total Receivables	45,972,584	16,582,079
Short Term Investments		
Treasuries	74,990,374	163,106,750
Agencies	194,688,360	250,712,604
Total Short Term Investments	269,678,734	413,819,354
Total Current Assets	968,607,474	984,883,575
Construction in Progress	491,002,385	559,340,073

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

	as of 10/31/2025	as of 10/31/2024
Capital Assets (Net of Depreciation and Amortization)		
Depreciable Assets		
Equipment	117,184	-
Autos and Trucks	87,631	64,235
Buildings and Toll Facilities	3,817,549	4,280,822
Highways and Bridges	1,834,697,000	1,663,479,997
Toll Equipment	26,722,750	22,031,639
Signs	10,416,372	11,096,130
Land Improvements	4,021,332	4,563,655
Land	972,235	-
Right of way	88,149,606	88,149,606
Intangible Assets		
Intangible Software	4,050,116	5,480,971
Right to Use Assets		
Leases	257,376	772,129
Total Fixed Assets	1,973,309,152	1,799,919,184
Other Assets		
Intangible Assets-Net	157,002,009	160,509,421
Prepaid Insurance	1,303,655	891,328
Deferred Outflows (Pension & OPEB related)	2,023,955	2,384,338
Total Other Assets	160,329,618	163,785,086
Total Assets	3,593,248,629	3,507,927,918
LIABILITIES		
Current Liabilities		
Accounts Payable	8,642,755	7,975,439
Headquarters Security Deposits Payable	28,897	-
Headquarters Prepaid Rent	20,049	-
Interest Payable	28,327,528	36,266,944
Due to Other Funds	3,339,906	2,556,690
Deferred Compensation Payable	4,753	6,973
TCDRS Payable	144,374	96,923
Due to other Agencies	8,150	12,862
Due to TTA	-	744,036
Due to HCTRA	1,206,446	187,092
71E TxDOT Obligation - Short Term	1,148,893	1,284,093
Total Current Liabilities	42,871,751	49,131,051

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

	as of 10/31/2025	as of 10/31/2024
Long Term Liabilities		
Compensated Absences	864,323	222,277
Right to Use Obligations - Lease	410,575	949,904
Deferred Inflow - Lease	335,336	-
Deferred Inflows (Pension & OPEB related)	1,060,679	1,192,688
Pension & OPEB Liability	1,618,061	1,971,627
Long Term Payables	4,288,974	4,336,496
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	102,798,740	104,271,009
Senior Lien Revenue Bonds 2011	2,805,251	10,006,889
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	273,650,000
Senior Lien Refunding Bonds 2021E	326,360,000	329,545,000
Senior Lien Premium 2016 Revenue Bonds	5,407,469	5,946,670
Senior Lien Revenue Bond Premium 2018	2,277,566	2,527,787
Senior Lien Revenue Bond Premium 2020A	10,539,523	10,843,044
Senior Lien Refunding Bond Premium 2020B	9,988,071	10,523,147
Senior Lien Revenue Bonds Premium 2020E	20,137,967	21,853,354
Senior Lien Revenue Bonds Premium 2021B	51,230,710	52,185,223
Senior Lien Refunding Bonds Premium 2021D	42,113,828	43,296,098
Total Senior Lien Revenue Bonds	1,596,284,126	1,626,053,220
Sub Lien Revenue Bonds:		
Subordinate Lien Refunding Bonds 2016	66,285,000	69,055,000
Subordinate Lien Refunding Bonds 2020D	89,345,000	93,430,000
Subordinate Lien BANs 2020F	-	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinate Lien BANs 2021C	244,185,000	244,185,000
Subordinate Refunding 2016 Premium/Discount	3,360,970	4,009,163
Subordinate Lien BANs 2020F Premium	-	667,144
Subordinate Lien Refunding Bonds Premium 2020G	5,821,647	6,225,619
Subordinate Lien BANS 2021C Premium	8,880,290	16,491,968
Total Sub Lien Revenue Bonds	479,447,907	606,508,893

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

	as of 10/31/2025	as of 10/31/2024
Other Obligations		
TIFIA Note 2021 - 183S	322,001,852	322,354,437
TIFIA Note 2021 - 290E	41,088,581	41,088,581
TIFIA Note 2021 - 183A Phase III	106,712,890	-
71E TxDOT Obligation - Long Term	42,432,738	47,253,089
Regions 2022 MoPac Loan	21,090,900	22,490,900
Total Other Obligations	533,326,962	433,187,007
Total Long Term Liabilities	2,613,347,969	2,670,085,616
Total Liabilities	2,656,219,720	2,719,216,667
NET ASSETS		
Net Assets Beginning	904,301,637	776,080,594
Current Year Operations	32,727,272	12,630,656
Total Net Assets	937,028,909	788,711,251
Total Liabilities and Net Assets	3,593,248,629	3,507,927,917

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of October 2025

Cash flows from operating activities:

Receipts from toll revenues	108,313,158
Receipts from other sources	86,267
Payments to vendors	(67,369,580)
Payments to employees	(2,178,541)
Net cash flows provided by (used in) operating activities	<u>38,851,303</u>

Cash flows from capital and related financing activities:

Payment on Intangible assets	(2,184,464)
Interest Expense	(39,204,726)
Payments on bonds / loans	(3,927,640)
RIF Contribution	(10,000,000)
Acquisitions of construction in progress	(37,677,844)
Net cash flows provided by (used in) capital and related financing activities	<u>(92,994,674)</u>

Cash flows from investing activities:

Interest income	8,818,120
Purchase of investments	(95,342,840)
Net cash flows provided by (used in) investing activities	<u>(86,524,721)</u>

Net increase (decrease) in cash and cash equivalents	(140,668,091)
Cash and cash equivalents at beginning of period	<u>839,596,831</u>
Cash and cash equivalents at end of period	<u>698,928,740</u>

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

Operating income	32,727,272
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	24,269,254
Changes in assets and liabilities:	
Decrease in accounts receivable	2,702,203
Increase in prepaid expenses and other assets	(1,303,655)
Decrease in accrued expenses	(37,268,080)
Decrease in Interest expense	26,772,513
Increase in interest receivable	(9,048,204)
Total adjustments	6,124,032
Net cash flows provided by (used in) operating activities	<u>38,851,303</u>

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	242,030,096
Restricted cash and cash equivalents	<u>456,898,644</u>
Total	<u>698,928,740</u>

	CTRMA INVESTMENT REPORT						
	Month Ending October 31, 2025						
	Balance 10/1/2025	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 10/31/2025	Rate October 2025
Amount in Trustee TexStar							
General Fund	10,678,337.59	37,335.70				10,715,673.29	4.00%
Trustee Operating Fund	11,226,034.20	32,022.28		(4,000,000.00)		7,258,056.48	4.00%
Renewal and Replacement	8.70					8.70	4.00%
TxDOT Grant Fund	527,527.21	1,844.47				529,371.68	4.00%
Senior Lien Debt Service Reserve Fund	448,367.09	1,567.68				449,934.77	4.00%
2015 Senior Series B Project	406,058.52	1,419.73				407,478.25	4.00%
2015C TIFIA Project acct	806,699.35	2,820.54				809,519.89	4.00%
2018 290E III Senior Project	1,081,282.23	3,780.57				1,085,062.80	4.00%
	25,174,314.89	80,790.97	-	(4,000,000.00)	-	21,255,105.86	

Amount in TexStar Operating Fund

2,740,049.10	9,903.07		4,000,000.00	5,250,000.00	1,499,952.17	4.00%
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Goldman Sachs

Operating Fund	6,133,666.54	21,258.76	138,110.50	133,544.87	5,469.20	6,421,111.47	3.99%
2020A Senior Lien Debt Service Account	1,503,156.76	4,347.32				1,507,504.08	3.99%
2020B Senior Lien Debt Service Fund	1,222,128.58	3,463.18				1,225,591.76	3.99%
2020C Senior Lien Debt Service Fund	5,750,401.51	17,419.02				5,767,820.53	3.99%
2020D Sub Lien Debt Service Fund	3,888,789.13	11,734.02				3,900,523.15	3.99%
2020D Sub Debt Service Reserve Fund	9,389,466.54	31,664.95				9,421,131.49	3.99%
2020E Sr Lien Project	27,498.51	1,055.57	1,750,000.00		1,759,178.53	19,375.55	3.99%
2020E Sr Ln Project Cap I	1,615,153.55	5,447.24				1,620,600.79	3.99%
2020E Sr Lien Debt Service	846,685.24	1,849.59				848,534.83	3.99%
2020F Sub Lien Debt Service Fund	37,473.84	126.38				37,600.22	3.99%
2020G Sub Lien Debt Service Acct	655,635.06	1,705.26				657,340.32	3.99%
2020G Sub Debt Service Reserve Fund	4,606,495.55	15,534.91				4,622,030.46	3.99%
2021A TIFIA Sub Lien Debt Serv Reserve	22,649,454.11	76,382.82				22,725,836.93	3.99%
2021A TIFIA Sub Lien Debt Service Acct 183S	1,969,113.16	5,092.15				1,974,205.31	3.99%
2021A TIFIA Sub Lien Debt Service Acct Manor	232,692.97	603.93				233,296.90	3.99%
2021B Senior Lien Cap I Project Fund	15,413,862.94	51,981.58				15,465,844.52	3.99%
2021B Senior Lien Project	13,180.30	224.43	21,000,000.00		19,827,165.19	1,186,239.54	3.99%
2021B Senior Lien Cap I Debt Service Acct	9,900.43	33.36				9,933.79	3.99%
2021C Sub Lien Cap I Project Fund	1,542.54	5.20				1,547.74	3.99%
2021C Sub Lien Project	2,248,496.67	7,582.81				2,256,079.48	3.99%
2021C Sub Lien Debt Service Fund	3,135,944.09	8,156.37				3,144,100.46	3.99%
2021D Senior Lien Debt Service Fund	3,281,148.50	8,748.40				3,289,896.90	3.99%
2021E Senior Lien Debt Service Fund	4,944,114.25	14,118.31				4,958,232.56	3.99%
2010 Senior DSF	8,317,332.95	25,888.15				8,343,221.10	3.99%
2011 Senior Lien Debt Service Acct	2,176,424.56	6,778.69				2,183,203.25	3.99%
2013 Senior Lien Debt Service Fund	46,404.51	156.51				46,561.02	3.99%
2013 Sub Debt Service Reserve Fund	509,653.83	1,719.07			86,403.75	424,969.15	3.99%
2013 Subordinate Debt Service Fund	36,521.82	123.18				36,645.00	3.99%
2015A Sr Lien Debt Service	1,966,934.98	6,419.62				1,973,354.60	3.99%
2015B Project	2,854,579.73	9,856.81			6,248.24	2,858,188.30	3.99%
2015C TIFIA Project	13,248,648.78	44,684.94				13,293,333.72	3.99%
2016 Sr Lien Rev Refunding Debt Service	6,110,697.24	19,112.50				6,129,809.74	3.99%
2016 Sub Lien Rev Refunding Debt Service	3,015,788.06	8,996.27				3,024,784.33	3.99%
2016 Sub Lien Rev Refunding DSR	8,090,554.03	27,287.75				8,117,841.78	3.99%
2018 Senior Debt Service Fund 290E III	1,353,016.46	3,926.40				1,356,942.86	3.99%
2018 290E III Senior Project	5,232,210.08	17,899.78			177,948.51	5,072,161.35	3.99%
TxDOT Grant Fund	11,151,393.92	37,611.33				11,189,005.25	3.99%
TxDOT Reimb - US 183N 4th GP Lane	27,325,260.35	92,163.74				27,417,424.09	3.99%
Renewal and Replacement	7.31	0.02		20,800.00	20,789.28	18.05	3.99%
Revenue Fund	1,293,105.63	15,977.11	25,079,490.92	(2,954,335.62)		23,434,238.04	3.99%
General Fund	92,428,594.08	412,640.02		(20,800.00)	1,234,022.88	91,586,411.22	3.99%
Senior Lien Debt Service Reserve Fund	124,068,516.14	418,457.28				124,486,973.42	3.99%
71E Revenue Fund	12,297,395.67	40,515.78	383,026.77	743,925.11	90,790.00	13,374,073.33	3.99%
MoPac Revenue Fund	90,884.10	3,558.28	487,242.26	(486,197.89)		95,486.75	3.99%
MoPac General Fund	15,837,978.13	51,350.44		1,980,930.62	39,690.00	17,830,569.19	3.99%
MoPac Operating Fund	3,767,199.62	12,867.37	135,595.34	400,000.00	126,864.25	4,188,798.08	3.99%
MoPac Operating Fund	5,092.29				3,116.39	1,975.90	3.99%
MoPac Loan Repayment Fund	553,062.46	1,371.91		182,132.91		736,567.28	3.99%
	431,353,257.50	1,547,898.51	48,973,465.79	-	23,377,686.22	458,496,935.58	

Amount in Fed Agencies and Treasuries

Total in Pools - TxStar	27,914,363.99	90,694.04	-	-	5,250,000.00	22,755,058.03
Total in Goldman Sachs FSGF	431,353,257.50	1,547,898.51	48,973,465.79	-	23,377,686.22	458,496,935.58
Total in Treasury SLGS	317,600,000.00	10,328,516.76	-	-	196,800,000.00	131,128,516.76
Total in Fed Agencies and Treasuries	269,678,733.83	-	-	-	-	269,678,733.83
Total Invested	1,046,546,355.32	11,967,109.31	48,973,465.79	-	225,427,686.22	882,059,244.20

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

José Hernández, CFO

Ann Zigmond, Controller

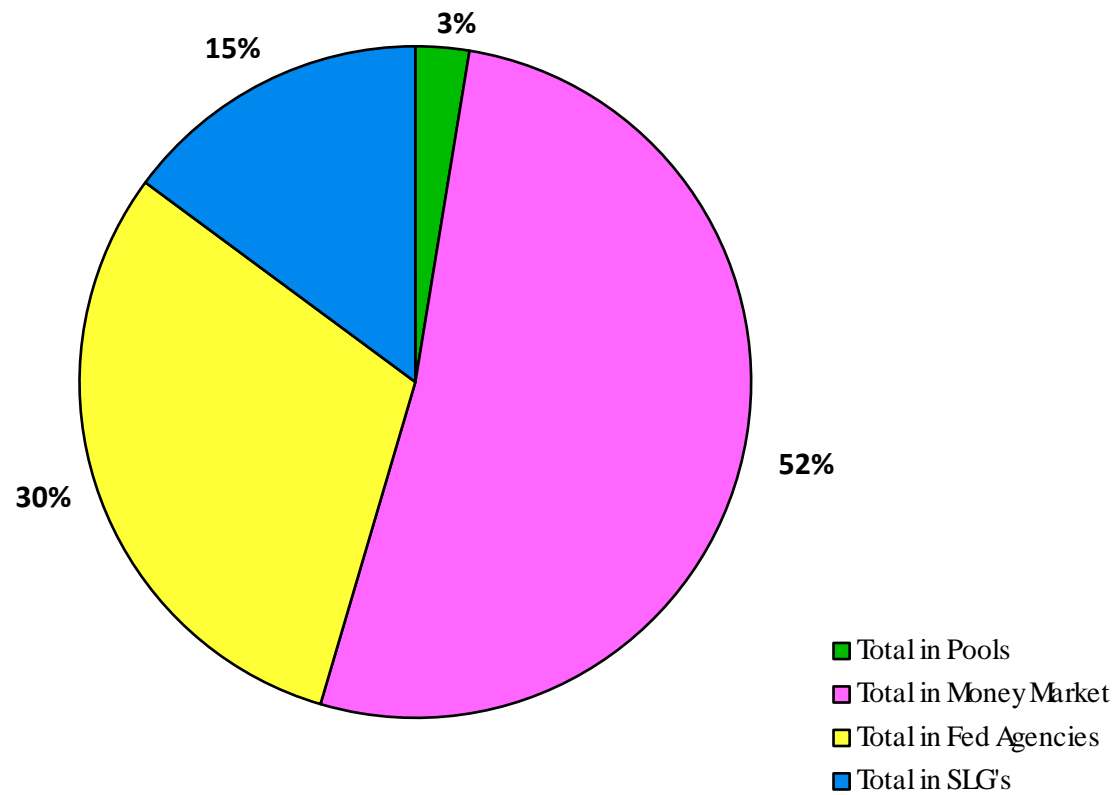
Investments by Fund

Ocotber 31, 2025

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		18.05		26.75
Grant Fund	529,371.68		11,189,005.25		11,718,376.93
TxDOT Reimb - US 183N 4th GP Lane			27,417,424.09	9,912,068.10	37,329,492.19
Senior Debt Service Reserve Fund	449,934.77		124,486,973.42		124,936,908.19
2010 Senior Lien Debt Service			8,343,221.10		8,343,221.10
2011 Sr Debt Service			2,183,203.25		2,183,203.25
2013 Sr Debt Service			46,561.02		46,561.02
2013 Sub Debt Service			36,645.00		36,645.00
2013 Sub Debt Service Reserve Fund			424,969.15		424,969.15
2015 Sr Debt Service			1,973,354.60		1,973,354.60
2016 Sr Lien Rev Refunding Debt Service			6,129,809.74		6,129,809.74
2016 Sub Lien Rev Refunding Debt Service			3,024,784.33		3,024,784.33
2016 Sub Lien Rev Refunding DSR			8,117,841.78		8,117,841.78
Operating Fund	7,258,056.48	1,499,952.17	6,421,111.47		15,179,120.12
Revenue Fund			23,434,238.04		23,434,238.04
General Fund	10,715,673.29		91,586,411.22	194,875,460.00	297,177,544.51
71E Revenue Fund			13,374,073.33	34,799,105.73	48,173,179.06
MoPac Revenue Fund			95,486.75		95,486.75
MoPac General Fund			17,830,569.19		17,830,569.19
MoPac Operating Fund			4,190,773.98		4,190,773.98
MoPac Loan Repayment Fund			736,567.28		736,567.28
2015B Project	407,478.25		2,858,188.30		3,265,666.55
2015 TIFIA Project	809,519.89		13,293,333.72	30,092,100.00	44,194,953.61
2018 Sr Lien Debt Service			1,356,942.86		1,356,942.86
2018 Sr Lien Project	1,085,062.80		5,072,161.35		6,157,224.15
2020A Senior Lien Debt Service			1,507,504.08		1,507,504.08
2020B Senior Lien Debt Service			1,225,591.76		1,225,591.76
2020C Senior Lien Debt Service			5,767,820.53		5,767,820.53
2020D Sub Lien Debt Service			3,900,523.15		3,900,523.15
2020D Sub Debt Service Reserve Fund			9,421,131.49		9,421,131.49
2020E Senior Lien Project			19,375.55	60,341,661.51	60,361,037.06
2020E Senior Lien Project Cap Interest			1,620,600.79		1,620,600.79
2020F Sub Lien Project			848,534.83		848,534.83
2020F Sub Lien Deb Service			37,600.22		37,600.22
2020G Sub Lien Debt Service			657,340.32		657,340.32
2020G Sub Lien Debt Service Reserve			4,622,030.46		4,622,030.46
2021A Sub Lien Debt Service Reserve			22,725,836.93		22,725,836.93
2021A Sub Debt Service			2,207,502.21		2,207,502.21
2021B Senior Lien Cap I Project Fund			15,465,844.52		15,465,844.52
2021B Senior Lien Project			1,186,239.54	64,795,689.65	65,981,929.19
2021B Senior Lien Cap I Debt Service Acct			9,933.79		9,933.79
2021C Sub Lien Cap I Project Fund			1,547.74		1,547.74
2021C Sub Lien Project			2,256,079.48	5,991,165.60	8,247,245.08
2021C Sub Lien Debt Service			3,144,100.46		3,144,100.46
2021D Senior Lien Debt Service			3,289,896.90		3,289,896.90
2021E Senior Lien Debt Service			4,958,232.56		4,958,232.56
Totals	21,255,105.86	1,499,952.17	458,496,935.58	400,807,250.59	882,059,244.20

10/31/2025

Allocation of Funds



Investments as of 10/31/25							
Bank	Fund	Agency	CUSIP #	Yield to Maturity	Purchased	Matures	Market Value
6146001086	71E REVENU	Federal Agricultural Mortgage Corp	31424WVQ2	4.32%	2/18/2025	11/24/2025	15,003,750.00
6180000120	GENERAL	Federal Agricultural Mortgage Corp	31424WVQ2	4.32%	2/18/2025	11/24/2025	35,008,750.00
6180000120	GENERAL	Federal National Mortgage Association	3135G06K4	4.24%	5/19/2025	12/17/2025	19,615,800.00
6180005349	2015TIFIAP	Federal Agricultural Mortgage Corp	31424WLB6	4.98%	7/3/2024	12/19/2025	30,174,300.00
6146001086	71E REVENU	Treasury	91282CJS1	4.08%	3/24/2025	12/31/2025	19,791,413.25
1001042396	TXDOT REIM	Treasury	91282CJS1	4.08%	3/24/2025	12/31/2025	9,908,217.00
6180000120	GENERAL	Federal Home Loan Bank	3130B6EL6	4.13%	5/9/2025	1/2/2026	19,986,400.00
6180000120	GENERAL	Treasury	91282CKY6	4.10%	5/20/2025	6/30/2026	20,099,200.00
6180000120	GENERAL	Farmer Mac	31424WU91	3.73%	9/10/2025	8/5/2026	24,986,750.00
6180000120	GENERAL	Federal Agricultural Mortgage Corp	31424WU67	3.72%	9/10/2025	9/15/2026	49,972,000.00
6180000120	GENERAL	Treasury	91282CME8	3.80%	7/1/2025	12/31/2026	25,149,500.00
						Totals	269,696,080.25

Investments as of 10/31/25					Interest Income		
Bank	Fund	Cost	Book Value	Maturity Value	Accrued Interest	Interest Earned	Fair Value Adj Year End
6146001086	71E REVENU	15,000,000.00	15,000,000.00	15,000,000.00		161,625.00	
6180000120	GENERAL	35,000,000.00	35,000,000.00	35,000,000.00		377,125.00	
6180000120	GENERAL	19,596,260.00	19,596,260.00	20,000,000.00	55,250.00	65,000.00	
6180005349	2015TIFIAP	30,000,000.00	30,000,000.00	30,000,000.00		1,427,600.00	92,100.00
6146001086	71E REVENU	19,799,105.73	19,799,105.73	19,775,000.00	195,018.64		
1001042396	TXDOT REIM	9,912,068.10	9,912,068.10	9,900,000.00	97,632.60		
6180000120	GENERAL	20,000,000.00	20,000,000.00	20,000,000.00			
6180000120	GENERAL	20,112,000.00	20,112,000.00	20,000,000.00	360,290.06	462,500.00	5,200.00
6180000120	GENERAL	25,000,000.00	25,000,000.00	25,000,000.00			
6180000120	GENERAL	50,000,000.00	50,000,000.00	50,000,000.00			
6180000120	GENERAL	25,162,000.00	25,162,000.00	25,000,000.00			
		269,581,433.83	269,581,433.83	269,675,000.00	3,202,041.30		97,300.00

State and Local Government Series as of 10/31/25											
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	491,165.60	29,500,000.00	5,991,165.60
1001021273	2021BPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1078	4.18%	4/23/2024	210,000,000.00	210,000,000.00	8,745,689.65	153,950,000.00	64,795,689.65
1001021533	2020E PRJ	State and Local Government Series (SLGS)	1.831%	99SLA4270	4.18%	4/1/2025	72,600,000.00	72,600,000.00	1,091,661.51	13,350,000.00	60,341,661.51
							317,600,000.00	317,600,000.00	10,328,516.76	196,800,000.00	131,128,516.76

TexSTAR

MONTHLY
NEWSLETTER
OCTOBER
2025



PERFORMANCE

As of October 31, 2025

Current Invested Balance	\$ 13,011,629,049.75
Weighted Average Maturity (1)	45 Days
Weighted Average Life (2)	98 Days
Net Asset Value	1.000163
Total Number of Participants	1140
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 47,022,094.78
Management Fee Collected	\$ 675,517.89
% of Portfolio Invested Beyond 1 Year	6.33%
Standard & Poor's Current Rating	AAAm

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

October Averages

Average Invested Balance	\$ 13,256,416,570.02
Average Monthly Yield, on a simple basis	4.1164%
Average Weighted Maturity (1)	47 Days
Average Weighted Life (2)	100 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 October:

- * Kaufman Central Appraisal District
- * Waller County Municipal Utility District No. 55A
- * City of Dorchester
- * Fort Bend County Municipal Utility District No. 270
- * City of Midway
- * Harris County Municipal Utility District No. 158
- * Harris County Municipal Utility District No. 477

HOLIDAY REMINDER

In observance of the **Veterans Day holiday, TexSTAR will be closed on Tuesday, November 11, 2025.** All ACH transactions initiated on Monday, November 10th will settle on Wednesday, November 12th. Please plan accordingly for your liquidation needs.

In observance of the **Thanksgiving Day holiday, TexSTAR will be closed Thursday, November 27, 2025.** All ACH transactions initiated on Wednesday, November 26th will settle on Friday, November 28th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all TexSTAR participants.

ECONOMIC COMMENTARY

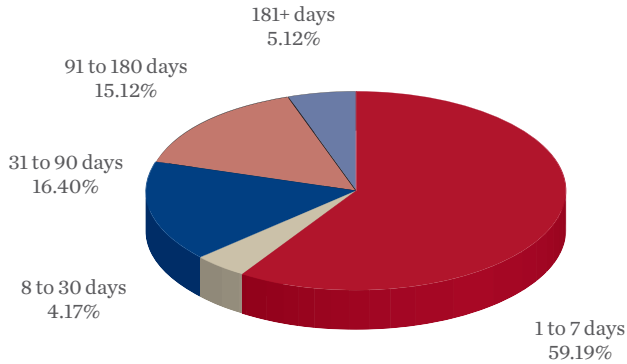
Market review

October has been marked by a data drought, leaving economists, policymakers and investors without critical information on the U.S. economy's trajectory. The U.S. government entered a shutdown on October 1, 2025, after Congress failed to pass a funding bill by the September 30 deadline, largely due to partisan disagreements over budget priorities, especially in healthcare. As a result, except for one delayed CPI report, virtually no economic data from the federal government has been released this month. This absence of data has made it significantly more challenging to assess the current state of the economy and anticipate what lies ahead. With the government shutdown halting the release of the Bureau of Labor Statistics' Employment Report, economists have had to rely on alternative sources to gauge labor market conditions in October. Private payroll data from ADP showed a modest increase of 14,250 jobs for the month, following a decline of 32,000 in September, signaling subdued hiring momentum. In the absence of official figures, state-level data have been used to estimate that weekly initial jobless claims declined to around 219,000 for the week of October 25, 2025, while continuing claims were estimated to have moderately risen. This pattern suggests that while layoffs remain contained, those who are unemployed are facing greater difficulty finding new positions. Overall, these indicators point to a labor market that is cooling but remains fundamentally stable.

(continued page 4)

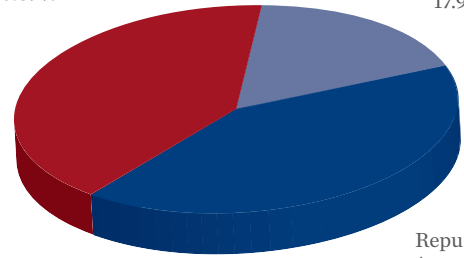
INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF OCTOBER 31, 2025



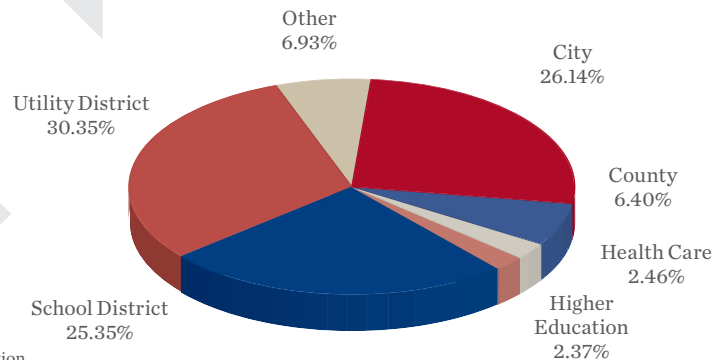
Treasuries
40.39%

Agencies
17.97%



Repurchase
Agreements
41.64%

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



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

HISTORICAL PROGRAM INFORMATION

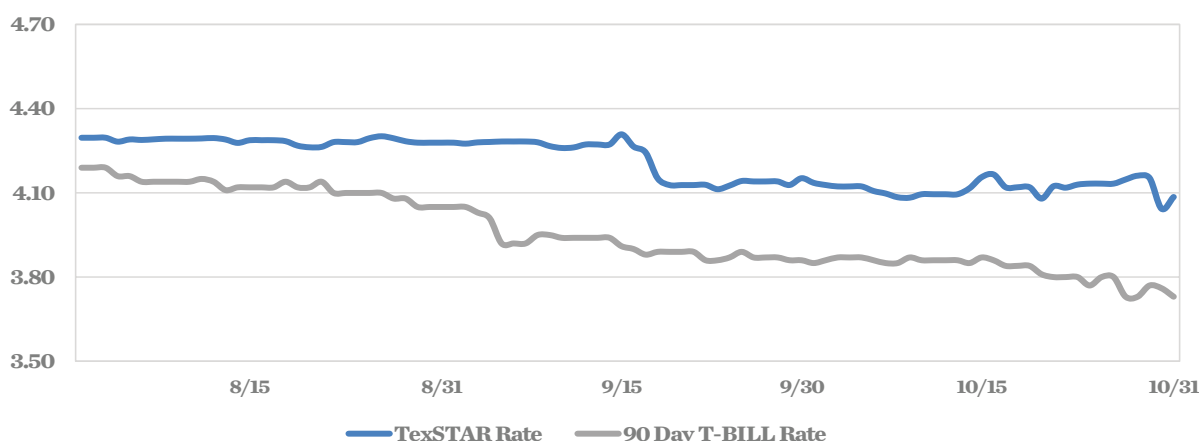
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Oct 25	4.1164%	\$ 13,011,629,049.75	\$ 13,014,921,958.46	1.000163	47	100	1140
Sep 25	4.2135%	13,526,011,595.54	13,529,342,119.81	1.000246	49	101	1133
Aug 25	4.2859%	13,432,632,076.54	13,434,977,535.50	1.000127	47	97	1132
Jul 25	4.2950%	12,138,930,727.22	12,138,243,630.47	0.999943	45	101	1118
Jun 25	4.2844%	11,803,410,099.81	11,803,829,569.03	1.000035	45	105	1106
May 25	4.2954%	12,103,247,938.00	12,102,961,218.01	0.999937	42	105	1103
Apr 25	4.3288%	12,882,237,563.53	12,882,447,062.78	1.000016	41	108	1092
Mar 25	4.3394%	12,954,908,093.63	12,955,435,994.98	1.000040	37	88	1089
Feb 25	4.3625%	13,098,975,899.81	13,101,204,943.33	1.000090	37	88	1083
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

PORTFOLIO ASSET SUMMARY AS OF OCTOBER 31, 2025

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 814.77	\$ 814.77
Accrual of Interest Income	11,505,188.95	11,505,188.95
Interest and Management Fees Payable	(47,051,827.82)	(47,051,827.82)
Payable for Investment Purchased	(118,530,350.40)	(118,530,350.40)
Repurchase Agreement	5,482,881,000.00	5,482,881,000.00
Government Securities	7,682,824,224.25	7,686,117,132.96
TOTAL	\$ 13,011,629,049.75	\$ 13,014,921,958.46

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 OCTOBER 2025

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
10/1/2025	4.1353%	0.000113295	\$13,635,947,774.58	1.000269	49	105
10/2/2025	4.1276%	0.000113086	\$13,622,282,235.98	1.000257	50	105
10/3/2025	4.1225%	0.000112946	\$13,611,935,442.22	1.000228	50	102
10/4/2025	4.1225%	0.000112946	\$13,611,935,442.22	1.000228	49	101
10/5/2025	4.1225%	0.000112946	\$13,611,935,442.22	1.000228	48	100
10/6/2025	4.1062%	0.000112498	\$13,436,128,800.92	1.000229	49	101
10/7/2025	4.0973%	0.000112255	\$13,384,846,323.23	1.000233	49	101
10/8/2025	4.0840%	0.000111890	\$13,341,112,006.52	1.000233	47	99
10/9/2025	4.0824%	0.000111846	\$13,207,822,458.31	1.000219	47	99
10/10/2025	4.0947%	0.000112183	\$13,366,690,986.36	1.000217	47	99
10/11/2025	4.0947%	0.000112183	\$13,366,690,986.36	1.000217	47	98
10/12/2025	4.0947%	0.000112183	\$13,366,690,986.36	1.000217	46	97
10/13/2025	4.0947%	0.000112183	\$13,366,690,986.36	1.000217	45	96
10/14/2025	4.1162%	0.000112772	\$13,400,663,451.41	1.000237	46	96
10/15/2025	4.1554%	0.000113847	\$13,342,275,145.32	1.000206	45	97
10/16/2025	4.1652%	0.000114116	\$13,287,017,625.95	1.000253	48	101
10/17/2025	4.1196%	0.000112865	\$13,125,631,247.13	1.000231	49	103
10/18/2025	4.1196%	0.000112865	\$13,125,631,247.13	1.000231	48	102
10/19/2025	4.1196%	0.000112865	\$13,125,631,247.13	1.000231	47	101
10/20/2025	4.0791%	0.000111757	\$13,122,434,520.89	1.000248	47	102
10/21/2025	4.1234%	0.000112969	\$13,084,900,663.36	1.000250	47	102
10/22/2025	4.1180%	0.000112822	\$12,953,584,213.86	1.000254	47	102
10/23/2025	4.1291%	0.000113127	\$13,036,966,339.81	1.000236	46	101
10/24/2025	4.1325%	0.000113218	\$13,064,900,297.36	1.000233	46	101
10/25/2025	4.1325%	0.000113218	\$13,064,900,297.36	1.000233	46	100
10/26/2025	4.1325%	0.000113218	\$13,064,900,297.36	1.000233	45	99
10/27/2025	4.1473%	0.000113625	\$13,072,358,092.97	1.000263	44	98
10/28/2025	4.1607%	0.000113992	\$13,036,275,230.17	1.000259	44	98
10/29/2025	4.1523%	0.000113763	\$13,104,342,109.14	1.000209	44	98
10/30/2025	4.0427%	0.000110758	\$12,994,162,722.93	1.000188	44	98
10/31/2025	4.0849%	0.000111915	\$13,011,629,049.75	1.000163	45	98
Average	4.1164%	0.000112779	\$13,256,416,570.02		47	100



ECONOMIC COMMENTARY (cont.)

Despite the ongoing shutdown, the Bureau of Labor Statistics recalled workers to prepare the September CPI report, a key input for the Social Security Administration's annual cost-of-living adjustments. Inflationary pressures persisted in September, albeit at a slower-than-expected pace, as headline and core CPI rose by 0.3% and 0.2% month-over-month (m/m), respectively, bringing both measures to 3.0% year-over-year (y/y). Much of the headline strength came from a 4.1% spike in gasoline prices. Core goods prices rose by a firm 0.2% m/m, remaining relatively contained despite tariff pressures. Softer shelter inflation helped limit further gains in core services, with inflation in this category slowing to 0.2% m/m. Notably, owners' equivalent rent rose at its slowest sequential pace since 2020; however, inflation excluding shelter accelerated. Despite the softer report, headline inflation remains above target and continues to trend unfavorably due to heightened tariffs.

Amid this information gap, the Federal Reserve (Fed) cut interest rates by 25 basis points (bps) at its October meeting as expected, setting the target range at 3.75% to 4.00%. The decision was divided, with Stephen Miran favoring a deeper cut and Kansas City Fed President Jeffrey Schmid preferring no cut. With limited recent data available, the Fed's statement relied on earlier indicators, citing moderate economic growth, gradually rising risks to employment, and persistent upward pressure on inflation. During the press conference, Chair Powell pushed back on expectations for another rate cut in December, stressing that further easing would require clear evidence of economic weakness. He highlighted the disagreement among committee participants and emphasized that a December cut was not a foregone conclusion. Additionally, mounting funding market pressures led the Fed to announce an end to quantitative tightening effective December 1, with future Mortgage-Backed Securities proceeds to be reinvested in Treasuries to shorten portfolio duration and better align with the Treasury market.

Following the rate cut, Treasury yields generally declined, with the front end moving the most. Three-month and six-month yields fell by 12 and 2 bps, respectively, to 3.82%. In contrast, the one-year Treasury yield rose by 7 bps to 3.69% and the two-year Treasury yield fell by 3 bps to 3.58%.

Outlook

The ongoing U.S. government shutdown is on track to become the longest in history, leaving investors in the dark, without access to critical federal economic data. This data void complicates the Fed's decision-making process, particularly regarding the timing and justification for future rate cuts. The central issue for the Fed remains the extent of labor market deterioration, which will be pivotal in shaping the rationale for the rate cut at the December Federal Open Market Committee (FOMC) meeting. In the absence of official employment figures, both market participants and the Fed will need to rely on alternative indicators, such as Challenger Job Cuts, JOLTS Job Openings, and, most notably, ADP Employment.

Chair Powell's cautious tone regarding a potential December rate cut, coupled with growing opposition from other Fed officials to the October cut, highlights the need for a measured and prudent approach—especially as Core CPI remains above the Fed's target. Without the clarity provided by the official Jobs report, a gradual and data-dependent policy response appears warranted.

Looking ahead, if current economic conditions persist, the Fed is likely to proceed with a 25 bp rate cut in December and may follow with one or two additional cuts in 2026. This would bring the federal funds rate closer to the Fed's median projection of 3.00% for the "neutral rate."

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



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Exhibit B

Financial Statements for November 2025

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2025

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	210,599,300	100,985,797	47.95%	73,892,217
Video Tolls	73,589,980	24,008,585	32.62%	23,951,648
Fee Revenue	17,162,920	6,128,182	35.71%	6,095,697
Total Operating Revenue	301,352,200	131,122,565	43.51%	103,939,562
Other Revenue				
Interest Income	36,000,000	12,191,952	33.87%	12,982,767
Grant Revenue	-	-	-	595,467
Miscellaneous Revenue	15,000	25,604	170.69%	7,812
Headquarters Rent Revenue	-	98,193	-	-
Unrealized Gain/Loss	-	-	-	123,484
Total Other Revenue	36,015,000	12,315,749	34.20%	13,709,529
TOTAL REVENUE	337,367,200	143,438,314	42.52%	117,649,092
Other Additions				
Deposits from Other Governments - Travis County Road	-	-	-	-
Total Other Additions	-	-	-	-
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	5,853,330	1,942,813	33.19%	1,752,442
Salary Reserve	80,000	-	-	-
TCDRS	1,261,493	349,191	27.68%	316,155
FICA	301,224	83,519	27.73%	76,228
FICA MED	84,873	27,889	32.86%	25,098
Health Insurance Expense	854,583	255,548	29.90%	205,755
Life Insurance Expense	4,401	1,351	30.69%	1,158
Auto Allowance Expense	10,200	3,953	38.75%	3,995
Other Benefits	300,617	48,819	16.24%	53,687
Unemployment Taxes	7,200	427	5.93%	-
Total Salaries and Benefits	8,757,921	2,713,509	30.98%	2,434,520
Administrative				
Administrative and Office Expenses				
Accounting	11,000	3,986	36.23%	3,675
Auditing	187,000	138,500	74.06%	195,315
Financial Advisors	180,000	90,000	50.00%	62,100
Human Resources	100,000	1,265	1.27%	8,924
Legal	30,000	-	-	13,092
IT Services	550,000	138,887	25.25%	132,596
Software Licenses	1,958,500	1,936,679	98.89%	1,378,581
Cell Phones	27,900	9,728	34.87%	7,050
Local Telephone Service	2,500	239	9.56%	1,043
Overnight Delivery Services	200	95	47.58%	17
Copy Machine	15,300	6,360	41.57%	6,360
Repair and Maintenance - General	10,000	-	-	-

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2025

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	10,537	62.91%	5,074
Toll Tag Expense	3,000	-	-	400
Parking / Local Ride Share	2,750	82	2.98%	194
Mileage Reimbursement	4,950	821	16.59%	398
Insurance Expense	1,601,000	525,785	32.84%	403,950
Rent Expense	855,000	400,120	46.80%	231,063
Building Parking	4,000	-	-	1,057
Total Legal Services	473,000	15,429	3.26%	49,056
Total Administrative and Office Expenses	6,035,350	3,278,515	54.32%	2,499,945
Office Supplies				
Books and Publications	4,750	1,490	31.37%	1,490
Office Supplies	7,750	1,337	17.25%	505
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	207,600	179,419	86.43%	13,076
Copy Supplies	500	-	-	-
Other Reports - Printing	750	-	-	-
Office Supplies - Printed	5,000	3,488	69.75%	2,177
Postage Expense	1,450	466	32.14%	149
Total Office Supplies	232,300	186,199	80.15%	17,397
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	185,000	16,726	9.04%	28,472
Research Services	185,000	-	-	11,900
Communications and Marketing	600,000	242,015	40.34%	137,568
Media Planning and Placement	1,225,000	62,000	5.06%	519,834
Direct Mail Production	45,000	-	-	-
TV and Video Production	250,000	14,700	5.88%	34,771
Photography	25,000	1,925	7.70%	850
Radio Production	50,000	-	-	-
Other Public Relations	20,000	-	-	13,000
Promotional Items	25,000	8,392	33.57%	-
Printing	55,000	-	-	-
Other Communication Expenses	50,000	14,593	29.19%	29,813
Total Communications and Public Relations	2,790,000	360,351	12.92%	776,208
Employee Development				
Subscriptions	750	139	18.53%	139
Agency Memberships	89,850	43,848	48.80%	1,064
Continuing Education	15,000	1,000	6.67%	775
Professional Development	32,200	22,986	71.38%	3,285
Other Licenses	3,200	398	12.44%	375
Seminars and Conferences	79,100	12,775	16.15%	6,575
Travel	124,500	34,987	28.10%	25,455
Total Employee Development	344,600	116,133	33.70%	37,668

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2025

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Financing and Banking Fees				
Trustee Fees	65,000	45,500	70.00%	29,000
Bank Fee Expense	12,000	6,199	51.66%	2,678
Continuing Disclosure	-	-	-	2,700
Arbitrage Rebate Calculation	17,500	19,800	113.14%	15,400
Rating Agency Expense	50,000	47,500	95.00%	33,500
Total Financing and Banking Fees	144,500	118,999	82.35%	83,278
Total Administrative	9,546,750	4,060,198	42.53%	3,414,497
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	1,474,653	699,268	47.42%	488,163
GEC-Financial Planning Support	300,000	152,183	50.73%	120,625
GEC-Toll Ops Support	1,651,356	476,109	28.83%	878,904
GEC-Roadway Ops Support	1,862,000	700,490	37.62%	345,179
GEC-Technology Support	782,300	416,392	53.23%	261,962
GEC-Public Information Support	250,000	110,631	44.25%	88,396
GEC-General Support	2,145,900	969,174	45.16%	572,210
General System Consultant	2,086,000	938,064	44.97%	799,920
Traffic Modeling	125,000	4,979	3.98%	-
Traffic and Revenue Consultant	1,985,000	336,917	16.97%	373,857
Total Operations and Maintenance Consulting	12,662,209	4,804,207	37.94%	3,929,215
Roadway Operations and Maintenance				
Roadway Maintenance	4,887,388	1,290,208	26.40%	906,317
Landscape Maintenance	3,957,508	997,114	25.20%	887,463
Maintenance Supplies-Roadway	400,000	450	0.11%	17,423
Tools and Equipment Expense	95,000	5,573	5.87%	1,197
Gasoline	30,000	5,953	19.84%	6,147
Repair and Maintenance - Vehicles	10,000	2,840	28.40%	6,292
Natural Gas	10,000	4,096	40.96%	4,158
Electricity - Roadways	375,000	104,599	27.89%	105,086
Total Roadway Operations and Maintenance	9,764,896	2,410,833	24.69%	1,934,083
Toll Processing and Collection Expense				
Image Processing	2,050,960	1,270,744	61.96%	842,123
Tag Collection Fees	16,562,474	6,657,692	40.20%	4,997,591
Court Enforcement Costs	200,000	-	-	-
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	19,313,434	7,928,437	41.05%	5,839,714
Toll Operations Expense				
Generator Fuel	3,000	1,578	52.61%	523
Fire and Burglar Alarm	500	206	41.12%	206
Refuse	2,900	976	33.64%	863
Telecommunications	160,000	52,215	32.63%	71,770
Water - Irrigation	9,500	4,130	43.47%	4,152

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2025

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Electricity	650	-	-	379
ETC Spare Parts Expense	250,000	134,377	53.75%	57,255
Repair and Maintenance Toll Equipment	100,000	31,948	31.95%	-
Law Enforcement	825,000	254,885	30.90%	200,680
ETC Maintenance Contract	6,450,000	728,028	11.29%	951,869
Transaction Processing Maintenance Contract	2,300,000	556,200	24.18%	705,000
ETC Toll Management Center System Operation	487,000	389,741	80.03%	203,196
ETC Development	520,000	29,360	5.65%	-
ETC Testing	450,000	-	-	-
Total Toll Operations Expense	11,558,550	2,183,643	18.89%	2,195,893
Total Operations and Maintenance	53,299,089	17,327,120	32.51%	13,898,904
Other Expenses				
Special Projects and Contingencies				
HERO	1,774,224	1,118,295	63.03%	51,601
Special Projects	250,000	-	-	-
71 Express Interest Expense	1,550,000	643,885	41.54%	721,716
Customer Relations	10,000	-	-	-
Technology Initiatives	75,000	-	-	-
Other Contractual Services	325,000	72,500	22.31%	64,000
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	4,184,224	1,834,680	43.85%	837,317
TOTAL OPERATING EXPENSE	75,787,984	25,935,507	34.22%	20,585,238
Other Deductions				
Disbursement Other Government - Travis County Road	-	1,762,273	-	131,692
Total Other Deductions	-	1,762,273	-	131,692
Non Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,452,000	596,190	41.06%	613,940
Amortization Expense - RTU Asset - Leases	429,000	214,480	50.00%	214,480
Amortization Expense - Refundings	7,500,000	2,730,580	36.41%	2,751,316
Subtotal Amortization Expense	9,381,000	3,541,250	37.75%	3,579,737
Depreciation Expense				
Depreciation Expense - Equipment	4,400	10,850	246.60%	-
Depreciation Expense - Autos and Trucks	21,000	5,752	27.39%	12,671
Depreciation Expense - Building and Toll Facility	177,000	73,645	41.61%	73,645
Depreciation Expense - Highways and Bridges	60,500,000	24,279,300	40.13%	21,884,615
Depreciation Expense - Toll Equipment	4,140,000	1,879,309	45.39%	1,413,413
Depreciation Expense - Signs	852,000	278,314	32.67%	451,597
Depreciation Expense - Land Improvements	543,000	225,968	41.61%	225,968
Subtotal Depreciation Expense	66,237,400	26,753,139	40.39%	24,061,908
Total Amortization and Depreciation Expense	75,618,400	30,294,389	40.06%	27,641,645
Total Non Cash Expenses	75,618,400	32,056,661	42.39%	27,773,336
Total Other and Non-Cash Expenses	79,802,624	33,891,342	42.47%	28,610,654

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending November 30, 2025

	Budget Amount FY 2026	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Operating Expenses				
Interest Expense - Debt Obligations	98,361,366	33,085,401	33.64%	41,347,718
Interest Expense - Right to Use Assets	6,200	-	-	-
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Headquarters Expenses	512,080	245,827	48.01%	-
Community Initiatives	600,000	258	0.04%	139,027
Total Non Operating Expenses	109,479,646	43,331,485	39.58%	51,486,745
TOTAL EXPENSES	260,886,030	101,323,654	38.84%	99,845,319
Net Income	76,481,170	42,114,660		17,803,772

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2025

	as of 11/30/2025	as of 11/30/2024
ASSETS		
Current Assets		
Cash		
Regions Operating Account	125,376	188,635
Cash in TexStar	1,708,252	1,727,418
Regions Payroll Account	130,578	160,625
Restricted Cash		
Goldman Sachs FSGF 465	497,719,994	296,322,530
Restricted Cash - TexSTAR	27,336,733	33,825,427
Treasury SLGS	118,040,785	198,248,826
Non-System Cash		
MoPac Operating Account	2,492	-
MoPac - Goldman Sachs	25,073,430	18,309,753
Travis County Project Admin	26,187	-
Travis County Road Projects	39,775,902	7,106,173
Headquarters Operating Account	3,357	-
Headquarters Security Deposits	28,899	-
Headquarters Property Management	52,267	-
Total Cash and Cash Equivalents	710,024,253	555,889,386
Accounts Receivables		
Accounts Receivable - Net	13,721,427	5,984,664
Lease Receivable	318,540	-
Due From Other Agencies	323,776	385,448
Due From Other	1,265,215	-
Due From NTTA	3,027,982	2,109,157
Due From HCTRA	16,856,122	7,786,430
Due From TxDOT	11,270,989	10,172,160
Due From Other Funds	3,085,588	2,183,361
Interest Receivable	1,031,503	870,387
Total Receivables	50,901,141	29,491,606
Short Term Investments		
Treasuries	74,990,374	163,106,750
Agencies	144,688,360	250,712,604
Total Short Term Investments	219,678,734	413,819,354
Total Current Assets	980,604,128	999,200,346
Construction in Progress		
	500,751,905	563,137,175

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2025

as of 11/30/2025 as of 11/30/2024

Capital Assets (Net of Depreciation and Amortization)

Depreciable Assets

Equipment	115,014	-
Autos and Trucks	86,481	61,701
Buildings and Toll Facilities	3,802,820	4,266,093
Highways and Bridges	1,829,841,140	1,659,112,574
Toll Equipment	26,380,631	21,912,898
Signs	10,360,709	11,038,810
Land Improvements	3,976,138	4,518,461
Land	972,235	-
Right of way	88,149,606	88,149,606

Intangible Assets

Intangible Software	3,930,878	5,361,733
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Right to Use Assets

Leases	214,480	729,233
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Total Fixed Assets	1,967,830,133	1,795,151,110
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Other Assets

Intangible Assets-Net	156,455,893	159,984,058
Prepaid Insurance	1,185,141	810,298
Deferred Outflows (Pension & OPEB related)	2,023,955	2,384,338

Total Other Assets	159,664,988	163,178,694
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Total Assets	3,608,851,154	3,520,667,324
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LIABILITIES

Current Liabilities

Accounts Payable	8,814,978	7,572,574
Headquarters Security Deposits Payable	28,897	-
Headquarters Prepaid Rent	20,049	-
Interest Payable	35,184,437	45,333,679
Due to Other Funds	3,085,588	2,183,361
Deferred Compensation Payable	3,758	5,461
TCDRS Payable	95,617	129,637
Medical Reimbursement Payable	(58)	-
Due to other Agencies	7,677	11,695
Due to TTA	-	300,361
Due to HCTRA	1,114,565	528,394
71E TxDOT Obligation - Short Term	1,275,144	1,429,374

Total Current Liabilities	49,630,652	57,494,535
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Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2025

as of 11/30/2025 as of 11/30/2024

Long Term Liabilities

Compensated Absences	864,323	222,277
Right to Use Obligations - Lease	410,575	949,904
Deferred Inflow - Lease	335,336	-
Deferred Inflows (Pension & OPEB related)	1,060,679	1,192,688
Pension & OPEB Liability	1,618,061	1,971,627
Long Term Payables	4,288,974	4,336,496

Bonds Payable

Senior Lien Revenue Bonds:

Senior Lien Revenue Bonds 2010	103,436,838	104,915,100
Senior Lien Revenue Bonds 2011	2,820,126	10,059,367
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	273,650,000
Senior Lien Refunding Bonds 2021E	326,360,000	329,545,000
Senior Lien Premium 2016 Revenue Bonds	5,363,240	5,898,213
Senior Lien Revenue Bond Premium 2018	2,256,987	2,505,572
Senior Lien Revenue Bond Premium 2020A	10,512,737	10,820,209
Senior Lien Refunding Bond Premium 2020B	9,943,482	10,478,557
Senior Lien Revenue Bonds Premium 2020E	19,995,018	21,710,405
Senior Lien Revenue Bonds Premium 2021B	51,143,369	52,116,597
Senior Lien Refunding Bonds Premium 2021D	42,004,497	43,212,839
Total Senior Lien Revenue Bonds	1,596,461,294	1,626,316,860

Sub Lien Revenue Bonds:

Subordinate Lien Refunding Bonds 2016	66,285,000	69,055,000
Subordinate Lien Refunding Bonds 2020D	89,345,000	93,430,000
Subordinate Lien BANs 2020F	-	110,875,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	61,570,000
Subordinate Lien BANs 2021C	244,185,000	244,185,000

Central Texas Regional Mobility Authority
Balance Sheet
as of November 30, 2025

	as of 11/30/2025	as of 11/30/2024
Subordinate Refunding 2016 Premium/Discount	3,308,008	3,949,873
Subordinate Lien BANS 2020F Premium	-	333,572
Subordinate Lien Refunding Bonds Premium 2020G	5,787,983	6,191,954
Subordinate Lien BANS 2021C Premium	8,245,984	15,857,661
Total Sub Lien Revenue Bonds	478,726,975	605,448,060
Other Obligations		
TIFIA Note 2021 - 183S	322,001,852	322,354,437
TIFIA Note 2021 - 290E	41,088,581	41,088,581
TIFIA Note 2021 - 183A Phase III	106,712,890	-
71E TxDOT Obligation - Long Term	42,432,738	47,253,089
Regions 2022 MoPac Loan	21,090,900	22,490,900
Total Other Obligations	533,326,962	433,187,007
Total Long Term Liabilities	2,612,804,205	2,669,288,423
Total Liabilities	2,662,434,857	2,726,782,958
NET ASSETS		
Net Assets Beginning	904,301,637	776,080,594
Current Year Operations	42,114,660	17,803,772
Total Net Assets	946,416,297	793,884,367
Total Liabilities and Net Assets	3,608,851,154	3,520,667,324

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of November 2025

Cash flows from operating activities:

Receipts from toll revenues	128,887,636
Receipts from other sources	123,797
Payments to vendors	(73,774,514)
Payments to employees	(2,720,321)
Net cash flows provided by (used in) operating activities	<u>52,516,598</u>

Cash flows from capital and related financing activities:

Payment on Intangible assets	(2,730,580)
Interest Expense	(38,660,962)
Payments on bonds / loans	(4,471,404)
RIF Contribution	(10,000,000)
Acquisitions of construction in progress	(47,427,364)
Net cash flows provided by (used in) capital and related financing activities	<u>(103,290,310)</u>

Cash flows from investing activities:

Interest income	11,953,292
Purchase of investments	(39,851,017)
Net cash flows provided by (used in) investing activities	<u>(27,897,725)</u>

Net increase (decrease) in cash and cash equivalents	(78,671,437)
Cash and cash equivalents at beginning of period	<u>839,596,831</u>
Cash and cash equivalents at end of period	<u>760,925,394</u>

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

Operating income	42,114,660
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	30,294,389
Changes in assets and liabilities:	
Decrease in accounts receivable	(2,234,929)
Increase in prepaid expenses and other assets	(1,185,141)
Decrease in accrued expenses	(37,366,087)
Decrease in Interest expense	33,085,659
Increase in interest receivable	(12,191,952)
Total adjustments	<u>10,401,938</u>
Net cash flows provided by (used in) operating activities	<u>52,516,598</u>

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	235,868,667
Restricted cash and cash equivalents	<u>525,056,727</u>
Total	<u>760,925,394</u>

CTRMA INVESTMENT REPORT							
Month Ending November 30, 2025							
	Balance 11/1/2025	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 11/30/2025	Rate November 2025
Amount in Trustee TexStar							
General Fund	10,715,673.29	35,054.37				10,750,727.66	3.98%
Trustee Operating Fund	7,258,056.48	35,837.97		6,000,000.00		13,293,894.45	3.98%
Renewal and Replacement	8.70					8.70	3.98%
TxDOT Grant Fund	529,371.68	1,731.73				531,103.41	3.98%
Senior Lien Debt Service Reserve Fund	449,934.77	1,471.87				451,406.64	3.98%
2015 Senior Series B Project	407,478.25	1,332.99				408,811.24	3.98%
2015C TIFIA Project acct	809,519.89	2,648.20				812,168.09	3.98%
2018 290E III Senior Project	1,085,062.80	3,549.58				1,088,612.38	3.98%
	21,255,105.86	81,626.71	-	6,000,000.00	-	27,336,732.57	
Amount in TexStar Operating Fund							
	1,499,952.17	8,299.58		4,000,000.00	3,800,000.00	1,708,251.75	3.98%
Goldman Sachs							
Operating Fund	6,421,111.47	21,783.49	138,110.50	-	6,404.51	6,574,600.95	3.95%
2020A Senior Lien Debt Service Account	1,507,504.08	5,182.67		607,208.34		2,119,895.09	3.95%
2020B Senior Lien Debt Service Fund	1,225,591.76	4,213.49		553,716.66		1,783,521.91	3.95%
2020C Senior Lien Debt Service Fund	5,767,820.53	19,829.20		1,660,015.46		7,447,665.19	3.95%
2020D Sub Lien Debt Service Fund	3,900,523.15	13,409.62		1,161,157.14		5,075,089.91	3.95%
2020D Sub Debt Service Reserve Fund	9,421,131.49	32,388.56				9,453,520.05	3.95%
2020E Sr Lien Project	19,375.55	2,501.74	3,750,000.00		3,732,252.44	39,624.85	3.95%
2020E Sr Ln Project Cap I	1,620,600.79	5,571.40				1,626,172.19	3.95%
2020E Sr Lien Debt Service	848,534.83	2,915.83		844,846.64		1,696,297.30	3.95%
2020F Sub Lien Debt Service Fund	37,600.22	129.26				37,729.48	3.95%
2020G Sub Lien Debt Service Acct	657,340.32	2,259.90		425,433.34		1,085,033.56	3.95%
2020G Sub Debt Service Reserve Fund	4,622,030.46	15,889.91				4,637,920.37	3.95%
2021A TIFIA Sub Lien Debt Serv Reserve	22,725,836.93	78,128.31				22,803,965.24	3.95%
2021A TIFIA Sub Lien Debt Service Acct 183S	1,974,205.31	6,787.22		1,302,446.00		3,283,438.53	3.95%
2021A TIFIA Sub Lien Debt Service Acct Manor	233,296.90	801.60		151,896.34		385,994.84	3.95%
2021B Senior Lien Cap I Project Fund	15,465,844.52	53,169.45				15,519,013.97	3.95%
2021B Senior Lien Project	1,186,239.54	281.09	9,700,000.00		10,721,052.22	165,468.41	3.95%
2021B Senior Lien Cap I Debt Service Acct	9,933.79	34.13				9,967.92	3.95%
2021C Sub Lien Cap I Project Fund	1,547.74	5.32				1,553.06	3.95%
2021C Sub Lien Project	2,256,079.48	7,756.09				2,263,835.57	3.95%
2021C Sub Lien Debt Service Fund	3,144,100.46	10,809.25		2,034,875.00		5,189,784.71	3.95%
2021D Senior Lien Debt Service Fund	3,289,896.90	11,310.47		1,948,791.66		5,249,999.03	3.95%
2021E Senior Lien Debt Service Fund	4,958,232.56	17,046.01		2,149,199.78		7,124,478.35	3.95%
2010 Senior DSF	8,343,221.10	28,685.97		1,820,000.00		10,191,907.07	3.95%
2011 Senior Lien Debt Service Acct	2,183,203.25	7,506.37		472,500.00		2,663,209.62	3.95%
2013 Senior Lien Debt Service Fund	46,561.02	160.09				46,721.11	3.95%
2013 Sub Debt Service Reserve Fund	424,969.15	1,673.42				426,642.57	3.95%
2013 Subordinate Debt Service Fund	36,645.00	125.99				36,770.99	3.95%
2015A Sr Lien Debt Service	1,973,354.60	6,784.86		180,316.82		2,160,456.28	3.95%
2015B Project	2,858,188.30	9,830.59			194,409.50	2,673,609.39	3.95%
2015C TIFIA Project	13,293,333.72	45,705.63				13,339,039.35	3.95%
2016 Sr Lien Rev Refunding Debt Service	6,129,809.74	21,075.74		1,259,256.26		7,410,141.74	3.95%
2016 Sub Lien Rev Refunding Debt Service	3,024,784.33	10,399.93		988,293.76		4,023,478.02	3.95%
2016 Sub Lien Rev Refunding DSR	8,117,841.78	27,911.06				8,145,752.84	3.95%
2018 Senior Debt Service Fund 290E III	1,356,942.86	4,665.05		535,375.00		1,896,982.91	3.95%
2018 290E III Senior Project	5,072,161.35	17,562.84			151,593.12	4,938,131.07	3.95%
TxDOT Grant Fund	11,189,005.25	38,470.45				11,227,475.70	3.95%
TxDOT Reimb - US 183N 4th GP Lane	27,417,424.09	94,267.60				27,511,691.69	3.95%
Renewal and Replacement	18.05	2.77		531,850.00	531,828.01	42.81	3.95%
Revenue Fund	23,434,238.04	16,226.87	24,997,169.43	(47,383,041.49)		1,064,592.85	3.95%
General Fund	91,586,411.22	315,806.31	35,754,250.00	15,416,093.28	1,307,797.01	141,764,763.80	3.95%
Senior Lien Debt Service Reserve Fund	124,486,973.42	428,015.72				124,914,989.14	3.95%
71E Revenue Fund	13,374,073.33	44,883.91	15,569,217.30	995,238.08	274,387.99	29,709,024.63	3.95%
MoPac Revenue Fund	95,486.75	5,232.33	303,112.31	(301,482.63)		102,348.76	3.95%
MoPac General Fund	17,830,569.19	55,690.27		2,063,881.65	12,434.20	19,937,706.91	3.95%
MoPac Operating Fund	4,188,798.08	13,249.66	135,595.34	396,500.00	621,475.82	4,112,667.26	3.95%
MoPac Operating Fund	1,975.90			3,500.00	2,983.70	2,492.20	3.95%
MoPac Loan Repayment Fund	736,567.28	2,007.11		182,132.91		920,707.30	3.95%
	458,496,935.58	1,508,144.55	90,347,454.88	(10,000,000.00)	17,556,618.52	522,795,916.49	
Amount in Fed Agencies and Treasuries							
Total in Pools - TxStar	22,755,058.03	89,926.29	-	10,000,000.00	3,800,000.00	29,044,984.32	
Total in Goldman Sachs FSGF	458,496,935.58	1,508,144.55	90,347,454.88	(10,000,000.00)	17,556,618.52	522,795,916.49	
Total in Treasury SLGS	317,600,000.00	10,690,784.81	-	-	210,250,000.00	118,040,784.81	
Total in Fed Agencies and Treasuries	269,678,733.83	-	-	-	50,000,000.00	219,678,733.83	
Total Invested	1,068,530,727.44	12,288,855.65	90,347,454.88	-	281,606,618.52	889,560,419.45	

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

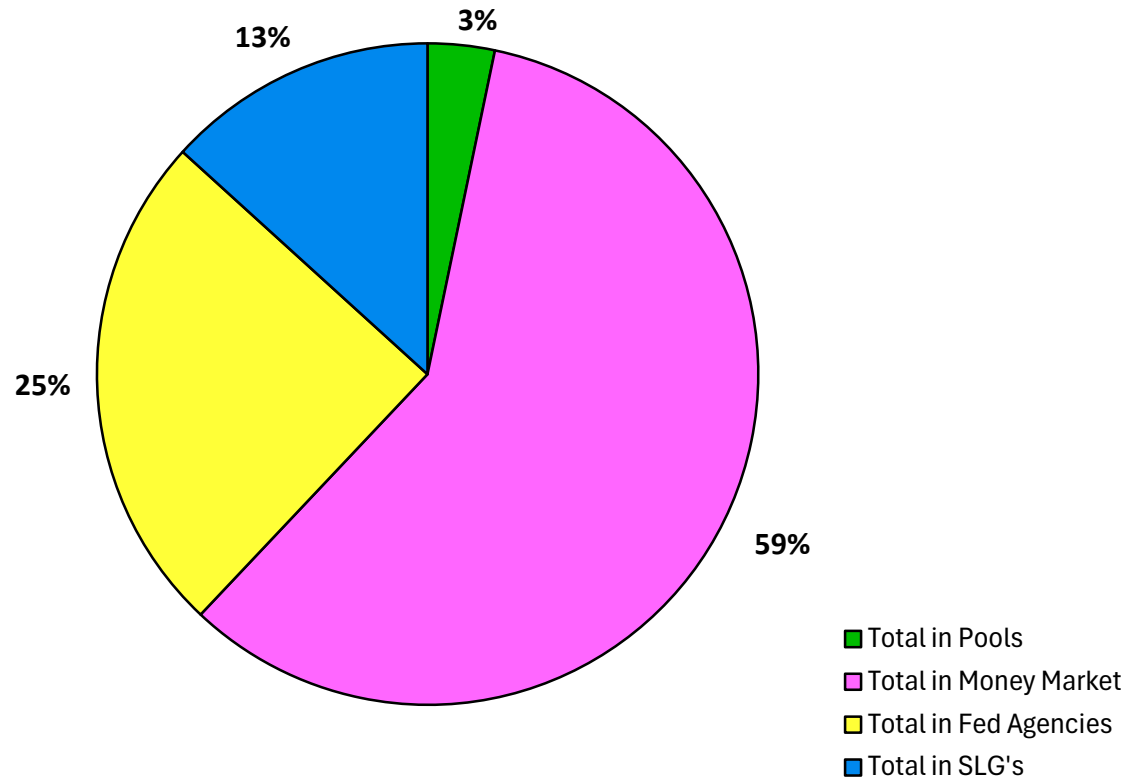
Ann Zigmond, Controller

Investments by Fund

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		42.81		51.51
Grant Fund	531,103.41		11,227,475.70		11,758,579.11
TxDOT Reimb - US 183N 4th GP Lane			27,511,691.69	9,912,068.10	37,423,759.79
Senior Debt Service Reserve Fund	451,406.64		124,914,989.14		125,366,395.78
2010 Senior Lien Debt Service			10,191,907.07		10,191,907.07
2011 Sr Debt Service			2,663,209.62		2,663,209.62
2013 Sr Debt Service			46,721.11		46,721.11
2013 Sub Debt Service			36,770.99		36,770.99
2013 Sub Debt Service Reserve Fund			426,642.57		426,642.57
2015 Sr Debt Service			2,160,456.28		2,160,456.28
2016 Sr Lien Rev Refunding Debt Service			7,410,141.74		7,410,141.74
2016 Sub Lien Rev Refunding Debt Service			4,023,478.02		4,023,478.02
2016 Sub Lien Rev Refunding DSR			8,145,752.84		8,145,752.84
Operating Fund	13,293,894.45	1,708,251.75	6,574,600.95		21,576,747.15
Revenue Fund			1,064,592.85		1,064,592.85
General Fund	10,750,727.66		141,764,763.80	159,875,460.00	312,390,951.46
71E Revenue Fund			29,709,024.63	19,799,105.73	49,508,130.36
MoPac Revenue Fund			102,348.76		102,348.76
MoPac General Fund			19,937,706.91		19,937,706.91
MoPac Operating Fund			4,115,159.46		4,115,159.46
MoPac Loan Repayment Fund			920,707.30		920,707.30
2015B Project	408,811.24		2,673,609.39		3,082,420.63
2015 TIFIA Project	812,168.09		13,339,039.35	30,092,100.00	44,243,307.44
2018 Sr Lien Debt Service			1,896,982.91		1,896,982.91
2018 Sr Lien Project	1,088,612.38		4,938,131.07		6,026,743.45
2020A Senior Lien Debt Service			2,119,895.09		2,119,895.09
2020B Senior Lien Debt Service			1,783,521.91		1,783,521.91
2020C Senior Lien Debt Service			7,447,665.19		7,447,665.19
2020D Sub Lien Debt Service			5,075,089.91		5,075,089.91
2020D Sub Debt Service Reserve Fund			9,453,520.05		9,453,520.05
2020E Senior Lien Project			39,624.85	56,744,989.28	56,784,614.13
2020E Senior Lien Project Cap Interest			1,626,172.19		1,626,172.19
2020F Sub Lien Project			1,696,297.30		1,696,297.30
2020F Sub Lien Deb Service			37,729.48		37,729.48
2020G Sub Lien Debt Service			1,085,033.56		1,085,033.56
2020G Sub Lien Debt Service Reserve			4,637,920.37		4,637,920.37
2021A Sub Lien Debt Service Reserve			22,803,965.24		22,803,965.24
2021A Sub Debt Service			3,669,433.37		3,669,433.37
2021B Senior Lien Cap I Project Fund			15,519,013.97		15,519,013.97
2021B Senior Lien Project			165,468.41	55,289,492.18	55,454,960.59
2021B Senior Lien Cap I Debt Service Acct			9,967.92		9,967.92
2021C Sub Lien Cap I Project Fund			1,553.06		1,553.06
2021C Sub Lien Project			2,263,835.57	6,006,303.35	8,270,138.92
2021C Sub Lien Debt Service			5,189,784.71		5,189,784.71
2021D Senior Lien Debt Service			5,249,999.03		5,249,999.03
2021E Senior Lien Debt Service			7,124,478.35		7,124,478.35
Totals	27,336,732.57	1,708,251.75	522,795,916.49	337,719,518.64	889,560,419.45

11/30/2025

Allocation of Funds



Investments as of 11/30/25							
Bank	Fund	Agency	CUSIP #	Yield to Maturity	Purchased	Matures	Market Value
6180000120	GENERAL	Federal National Mortgage Association	3135G06K4	4.24%	5/19/2025	12/17/2025	19,615,800.00
6180005349	2015TIFIAP	Federal Agricultural Mortgage Corp	31424WLB6	4.98%	7/3/2024	12/19/2025	30,174,300.00
6146001086	71E REVENU	Treasury	91282CJS1	4.08%	3/24/2025	12/31/2025	19,791,413.25
1001042396	TXDOT REIM	Treasury	91282CJS1	4.08%	3/24/2025	12/31/2025	9,908,217.00
6180000120	GENERAL	Federal Home Loan Bank	3130B6EL6	4.13%	5/9/2025	1/2/2026	19,986,400.00
6180000120	GENERAL	Treasury	91282CKY6	4.10%	5/20/2025	6/30/2026	20,099,200.00
6180000120	GENERAL	Farmer Mac	31424WU91	3.73%	9/10/2025	8/5/2026	24,986,750.00
6180000120	GENERAL	Federal Agricultural Mortgage Corp	31424WU67	3.72%	9/10/2025	9/15/2026	49,972,000.00
6180000120	GENERAL	Treasury	91282CME8	3.80%	7/1/2025	12/31/2026	25,149,500.00
						Totals	219,683,580.25

Investments as of 11/30/25					Interest Income		
Bank	Fund	Cost	Book Value	Maturity Value	Accrued Interest	Interest Earned	Fair Value Adj Year End
6180000120	GENERAL	19,596,260.00	19,596,260.00	20,000,000.00	55,250.00	65,000.00	
6180005349	2015TIFIAP	30,000,000.00	30,000,000.00	30,000,000.00		1,427,600.00	92,100.00
6146001086	71E REVENU	19,799,105.73	19,799,105.73	19,775,000.00	195,018.64		
1001042396	TXDOT REIM	9,912,068.10	9,912,068.10	9,900,000.00	97,632.60		
6180000120	GENERAL	20,000,000.00	20,000,000.00	20,000,000.00			
6180000120	GENERAL	20,112,000.00	20,112,000.00	20,000,000.00	360,290.06	462,500.00	5,200.00
6180000120	GENERAL	25,000,000.00	25,000,000.00	25,000,000.00			
6180000120	GENERAL	50,000,000.00	50,000,000.00	50,000,000.00			
6180000120	GENERAL	25,162,000.00	25,162,000.00	25,000,000.00			
		219,581,433.83	219,581,433.83	219,675,000.00	2,663,291.30		97,300.00

State and Local Government Series as of 11/30/25											
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	506,303.35	29,500,000.00	6,006,303.35
1001021273	2021BPROJ	State and Local Government Series (SLGS)	1.831%	99SLA1078	4.18%	4/23/2024	210,000,000.00	210,000,000.00	8,939,492.18	163,650,000.00	55,289,492.18
1001021533	2020E PRJ	State and Local Government Series (SLGS)	1.831%	99SLA4270	4.18%	4/1/2025	72,600,000.00	72,600,000.00	1,244,989.28	17,100,000.00	56,744,989.28
							317,600,000.00	317,600,000.00	10,690,784.81	210,250,000.00	118,040,784.81



December 17, 2025 AGENDA ITEM #10

Discuss and consider approving an agreement with Berry, Dunn, McNeil & Parker, LLC for enterprise resource planning project management and implementation services to advise the Mobility Authority on tools to modernize and optimize its business processes

Strategic Plan Relevance:	Stewardship
Department:	Finance
Contact:	José Hernández, Chief Financial Officer
Associated Costs:	Not to Exceed \$690,738
Funding Source:	FY25 Capital Budget
Action Requested:	Consider and act on a draft resolution

Project Description/Background: The Mobility Authority recognizes the need to modernize its technological architecture and optimize business processes through the implementation of a best-in-class Enterprise Resource Planning (ERP) solution that can be adapted to meet the Mobility Authority's requirements. The Mobility Authority will embark on a structured exercise to evaluate, select, and plan for a modern ERP software solution to meet Mobility Authority's future state needs. The Mobility Authority issued a Request for Proposals (RFP) to solicit feedback from firms with experience and ability to assist the Mobility Authority with procuring and implementing an ERP solution.

Current Action: In June 2025, the Mobility Authority's staff posted a Request for Proposals (RFP) on the Mobility Authority website for solicitation of responses. The scope of the procurement is for ERP Project Management and Implementation services including discovery and assessment of current operations, design of a future-state process and system, and procurement documentation to select an ERP solution. The initial term of the contract is one (1) year. The Authority shall have the option to extend the contract for two (2) additional one-year renewals.

Submissions were received in July 2025. Each submission was reviewed for compliance with the Mobility Authority’s stated criteria including company references, past contract performance, projects and client listings, and financial ability to implement the project.

All submissions received were reviewed by the Pass/Fail Committee and conveyed to the evaluation team for scoring. Firms shortlisted to proceed to an interview were:

- BerryDunn
- ISG
- North Highland

Vendor interviews were conducted in October 2025. Following interviews, in October 2025 the Mobility Authority released a request for Best and Final Offer (BAFO) from the shortlist RFP respondents. BAFO pricing updates were received in November 2025. Cost proposal scoring was updated and reviewed by the evaluation committee. Scoring for qualifications and price proposals were weighted based on the following criteria:

Understanding of the Project	100 points	800 points
Project Plan, Approach, Timeline	250 points	
Relevant Project Experience	250 points	
Personnel, Team Qualifications and Past Contract Performance	200 points	
Price Response		200 points
Financial Ability to Implement	Pass/Fail	
Conflict of Interest Disclosure	Pass/Fail	
TOTAL		1000 points

The resulting rankings, as well as the committee’s recommendation for the proposer selection based on the criteria in the procurement documents, were presented to the Mobility Authority’s Executive Director. With the consent and concurrence of the Executive Director, staff moved forward with providing a draft contract to the recommended proposer, as well as preparing a recommendation to the Board for consideration and action to award the contract. The recommended firm for this assignment and contract is BerryDunn and the attached contract has been negotiated between the firm and the Authority.

Action Requested/Staff Recommendation: Staff recommends approval of the award of the ERP Project Management and Implementation services to BerryDunn as the selected proposer, in an amount not to exceed \$690,738 and authorizing the Executive Director to execute the contract for the engagement.

Financing: Capital budget

Next Steps: Should the board approve this item, what is contemplated in this contract are two work authorizations to accomplish the initiative. The first work authorization in the amount of \$227,872 would consist of the needs assessment, development of the Request for Proposals for the ERP software, and the associated procurement evaluation, selection, and contract support. The second work authorization of \$462,800 would consist of oversight and support for the ERP software implementation.

Backup provided: Draft Resolution
CTRMA ERP PM&I contract

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

RESOLUTION NO. 25-0XX

**APPROVING AN AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC
FOR ENTERPRISE RESOURCE PLANNING PROJECT MANAGEMENT AND
IMPLEMENTATION SERVICES**

WHEREAS, the Mobility Authority recognizes the need to modernize its technology and business processes by implementing a best-in-class, adaptable class Enterprise Resource Planning (ERP) solution, and will undertake a structured evaluation and planning process to select a system that meets the Mobility Authority's future needs; and

WHEREAS, the Mobility Authority issued a request for proposals (RFP) to firms interested in providing ERP Project Management and Implementation services to the Mobility Authority on June 3, 2025; and

WHEREAS, the Mobility Authority received responses to the RFP from seven (7) firms by the July 7, 2025 deadline; and

WHEREAS, following the review of responses, the Mobility Authority staff prepared a shortlist of three (3) firms determined to be the most highly qualified based on the evaluation of the responses to the RFP to proceed to the interview process; and

WHEREAS, following the interviews, staff determined it was in the best interest of the Mobility Authority to request Best and Final Offers ("BAFOs") from the three (3) shortlisted firms; and

WHEREAS, the Mobility Authority staff conducted final scoring of BAFO responses and established a ranking of the eligible firms; and

WHEREAS, based on their evaluation, staff recommended that the Executive Director negotiate a contract with Berry, Dunn, McNeil & Parker, LLC ("BerryDunn") to provide ERP Project Management and Implementation services; and

WHEREAS, the Executive Director and BerryDunn have negotiated an agreement to provide ERP Project Management and Implementation services to the Mobility Authority in the amount of \$690,738.00 which is attached hereto as Exhibit A and sets forth the Scope of Services, Compensation and other terms; and

WHEREAS, the Executive Director recommends that the Board authorize him to finalize and execute the proposed agreement in substantially the form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves the agreement in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the agreement with BerryDunn in the amount of \$690,738.00 for ERP Project Management and Implementation services.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**ENTERPRISE RESOURCE PLANNING PROJECT MANAGEMENT AND
IMPLEMENTATION SERVICES AGREEMENT
BETWEEN
THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
BERRY, DUNN, MCNEIL & PARKER, LLC**

This Enterprise Resource Planning (“ERP”) Project Management and Implementation Services (“ERP PMI Services”) Agreement (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “CTRMA”), a Texas political subdivision, and Berry, Dunn, McNeil & Parker, LLC, (the “Consultant”), a Maine limited liability company, to be effective as of the [____] day of [____], 2025 (the “Effective Date”).

WITNESSETH:

WHEREAS, the CTRMA desires to obtain the services of a firm to provide ERP PMI Services to the CTRMA in support of its mission and goals; and

WHEREAS, the CTRMA solicited proposals from firms interested in providing ERP PMI Services and Consultant was among the respondents; and

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

WHEREAS, by Resolution No. 25-[____], the CTRMA’s Board of Directors (“Board of Directors”) approved the selection of Consultant and authorized the CTRMA’s Executive Director to finalize and execute a contract for ERP PMI Services.

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

**ARTICLE I
RETENTION OF THE CONSULTANT**

The CTRMA agrees to and hereby retain Consultant as an independent contractor, in accordance with the terms and conditions of this Agreement. Consultant will be required to complete tasks described herein, in consultation with the CTRMA and within the budget established by the Board of Directors.

**ARTICLE II
SCOPE OF SERVICES**

Consultant covenants and agrees to provide ERP project management services which may include, but not be limited to, discovery and assessment of software solutions, development of software solution procurement documentation, system integrator procurement documentation, and contract negotiations for software solution and system integration solutions (the “Project

Management Services”) and ERP implementation services which may include, but not be limited to contract management and oversight during system implementation (the “Implementation Services”). The foregoing items, however, are considered to be part of the Services whether or not they are more fully described in the Scope of Services, as set forth in the attached Appendix A (the Project Management Services and Implementation Services collectively referred to as the “Services”) in a professional and complete manner in all respects. The Services may be performed directly by Consultant or, subject to the agreement of the CTRMA, provided by Consultant through its subcontractors and subconsultants. Consultant agrees to provide adequate staff and resources at all times throughout the term of this Agreement to provide the Services promptly and professionally as requested by the CTRMA. Without limiting any of its other rights under this Agreement or otherwise, the CTRMA may withhold payment of fees to Consultant for certain Services if Consultant’s performance fails to comply with industry standards, is not performed by specified deadlines, or fails to meet any other provision of this Agreement regarding the Services, and the failure or noncompliance is not due to the fault of the CTRMA.

ARTICLE III WORK PRODUCT AND CONFIDENTIAL INFORMATION

1. Ownership of materials and products.

In accordance with the terms of this Agreement, all work product, deliverables, and intellectual property rights (including copyrights, trademarks, patents, and trade secrets) conceived, developed, or reduced to practice by Consultant in the course of performing the Services for the CTRMA (“Work Product”) will at all times be and remain the property of the CTRMA.

Consultant retains all rights, title, and interest in and to any pre-existing materials, tools, methodologies, software, or know-how developed or acquired by Consultant prior to or independently of this Agreement, and any general skills, experience, and knowledge Consultant acquires during the course of performing the Services.

2. Confidential Information.

“Confidential Information” is (i) all information relating to the CTRMA or its operations (whether in writing or otherwise) that has been provided or shown to the Consultant or any of its representatives by or on behalf of the CTRMA and (ii) all notes, analyses, compilations, studies, and other materials containing or in any way derived from information described in Subsection (i) above; however, Confidential Information does not include information that becomes generally publicly available other than as a result of disclosure by Consultant or any of its representatives in violation of this Section.

Except as otherwise required by applicable law, Consultant will not, and will not allow its representatives to, use the Confidential Information for any purpose other than as contemplated by this Agreement or disclose Confidential Information to any person or entity other than its representatives that (i) need to know the Confidential Information for the purposes contemplated by this Agreement, (ii) are first approved by the CTRMA, and (iii) agree to be bound by confidentiality provisions no less restrictive than this Section. Promptly upon the CTRMA’s

written request, Consultant will return to the CTRMA or destroy all Confidential Information held by Consultant or its representatives. If Consultant renders Confidential Information unrecoverable, it will so certify in writing and promptly deliver to CTRMA reasonably acceptable supporting evidence that such Confidential Information has been rendered unrecoverable. If Consultant or any of its representatives is requested or required under applicable law to disclose Confidential Information, Consultant will promptly notify the CTRMA in writing and cooperate with the CTRMA in lawful actions to prevent disclosure.

Consultant acknowledges and agrees that a breach of this Section by Consultant may cause the CTRMA irreparable harm for which an award of money damages may be inadequate; therefore, in the event of a breach or threatened breach of this Section, in addition to remedies available at law, the CTRMA is entitled to seek equitable relief, including injunctive relief and specific performance, without proof of actual damages. **CONSULTANT WILL INDEMNIFY AND DEFEND THE CTRMA, ITS DIRECTORS, OFFICERS, ADMINISTRATORS, AND EMPLOYEES AGAINST ALL DAMAGES, LOSSES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES (AS DEFINED HEREIN)), ARISING OUT OF OR RELATING TO ANY UNAUTHORIZED USE OR DISCLOSURE BY CONSULTANT OR ITS REPRESENTATIVES OF THE CONFIDENTIAL INFORMATION OR ANY OTHER VIOLATION OF THIS SECTION.**

ARTICLE IV TERM AND TERMINATION

This Agreement is for a term of one (1) year from the Effective Date, terminating on the [] day of [], 202[] (the "Initial Term"). There may be two (2) successive one (1) year renewal terms following the expiration of the Initial Term, each of which shall be subject to approval of the CTRMA Executive Director.

CTRMA may terminate this Agreement for convenience in its sole discretion at any time and thereby sever the independent contractor relationship between Consultant and the CTRMA, by providing a minimum of thirty (30) days prior written notice of its election to terminate to Consultant.

The CTRMA may terminate this Agreement for cause if Consultant fails to satisfactorily perform or adhere to any provisions of this Agreement, breaches the confidentiality requirements, files, or a third-party files against Consultant, a petition in bankruptcy, or otherwise engages in activity that, in the CTRMA's sole judgment, would subject the CTRMA in any manner to damages, liability, or damage to the CTRMA's reputation. The CTRMA shall provide written notice to Consultant of its intent to terminate this Agreement for cause. The termination of this Agreement shall be effective upon the fifteenth (15th) day after receipt of the notice by Consultant if Consultant has not cured or rectified the issue to the satisfaction of the CTRMA. Upon any termination, the CTRMA shall pay any undisputed fees, including non-cancelable expenses, approved by the CTRMA in accordance with the terms of this Agreement which are incurred before the termination date provided that Consultant has made reasonable efforts to mitigate all costs or other damages associated with the termination.

Termination of this Agreement for any reason will not relieve either party from its obligation to perform up to the date of termination or to perform all obligations that survive termination. Consultant will not be entitled to any compensation for any work or services performed or provided after the termination date. If before the termination of this Agreement, CTRMA makes payments hereunder attributable to periods after termination, Consultant will refund those payments to CTRMA within 30 days of the termination date. Consultant will not be entitled to any compensation for any work performed or provided after the termination date. Nothing in this Subsection will limit the rights otherwise available to a party arising from the breach of this Agreement.

ARTICLE V PAYMENT FOR SERVICES

1. Compensation. The total contract amount is an amount not to exceed \$690,738.00. In no event will the total contract amount be exceeded without prior approval by the CTRMA Board of Directors.

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

2. Work Authorizations. Each activity, task, or project related to the Services shall be performed pursuant to a separate Work Authorization, signed by the CTRMA and the Consultant. Work shall be performed in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix D and made a part hereof. The standard form of Work Authorization may be modified during the term of this Agreement at the direction of the CTRMA or as agreed to by the Parties. No amendment of this Agreement is required if the standard form of Work Authorization is amended.

Upon written (including emailed) request from the CTRMA, the Consultant shall prepare a Work Authorization for a specific task or project, to be submitted for the CTRMA's approval. A proposed Work Authorization must be submitted within thirty (10) days of receipt of the written (or emailed) request. No work shall begin on the activity until the Work Authorization is approved by the CTRMA's Chief Financial Officer and is fully executed. The basis for payment on each Work Authorization will be stated in the Work Authorization as either (i) a fixed amount for each deliverable comprising the Project Management Services, as shown in Appendix B, which may be paid in monthly payments or a lump sum, or (ii) for the Implementation Services, using the houshown in Appendix B. As applicable, a maximum "not-to-exceed" amount for the work will be identified in the Work Authorization, and in no event will the maximum be exceeded without prior written approval by the CTRMA Chief Financial Officer.

The assignment and authorization of work, if any, shall be at the sole discretion of the CTRMA.

3. **Reimbursement.** The compensation described above is anticipated by the CTRMA and the Consultant to be full and sufficient compensation and reimbursement for the performance of the Services. The Consultant shall not be entitled to reimbursement from the CTRMA for out-of-pocket expenses incurred by the Consultant related to the performance of its duties under this Agreement.

4. **Attendance at Meetings.** At the request of the CTRMA, Consultant shall provide appropriate personnel for meetings of the CTRMA Board of Directors, conferences at its offices, or attend meetings and conferences or at the various offices of other consultants serving the CTRMA. Without limiting the foregoing, Consultant shall provide personnel for periodic meetings with other parties when requested by the CTRMA and at such locations designated by the CTRMA.

5. **Invoicing.** Consultant shall bill the CTRMA for Services rendered and the reimbursable expenses incurred by providing to the CTRMA a monthly invoice dated on the last day of each month and delivered on or before the 15th day of the following month. For any time and materials services, each monthly invoice shall describe in detail the Services performed, hours worked and rate, and the reimbursable expenses incurred by Consultant from, as applicable, the first day of the month through the last day of that month (each such period being called a “Pay Period” under this Agreement). Each Consultant employee or separately billed subconsultant must report the tasks they performed, and the amount of time spent performing those tasks. For any deliverable-based fixed fee services, each monthly invoice shall describe the deliverable(s) for which the invoice requests payment, as well as the progress completion against that deliverable(s) for work performed through the last day of that Pay Period – as well as any reimbursable expenses incurred by Consultant for that Pay Period. Each monthly invoice must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the CTRMA requests from time to time. Consultant shall certify each monthly invoice as true and correct, and as accurately reflecting billings incurred for the month for which invoiced Services were provided and reimbursable expenses were incurred.

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

Monthly invoices shall be sent via email to invoices@ctrma.org.

ARTICLE VI SUBCONSULTANTS AND KEY PERSONNEL

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

Consultant acknowledges and agrees that the individual(s) identified as Key Personnel on Appendix C are key and integral to the satisfactory performance of Consultant under this Agreement. Throughout the term of this Agreement, Consultant agrees that the identified individual(s), whether employee(s) of Consultant or of an approved subconsultant selected and engaged by Consultant, will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The failure or inability of any such individual to devote sufficient time and attention to the Services shall, at the CTRMA's option, constitute a default requiring Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the CTRMA. In the event of the death or disability of any such individual or his/her disassociation from Consultant, Consultant shall have thirty (30) days in which to identify and propose a replacement acceptable to CTRMA. The failure to identify an acceptable replacement shall be an event of default. In no event shall Consultant transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the CTRMA.

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

ARTICLE VII REMOVAL OF PERSONNEL

All persons providing the Services, whether employees of Consultant or of an approved subconsultant selected and engaged by Consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the CTRMA, is incompetent or by his or her conduct becomes detrimental to the provision of the Services shall, upon request of the CTRMA, promptly be removed from providing the Services to the CTRMA. Consultant shall furnish the CTRMA with an equally qualified candidate for replacement of the removed person within ten (10) days thereafter; provided, however, said candidate shall not begin work under this Agreement unless and until approved by the CTRMA.

ARTICLE VIII RELATIONSHIP BETWEEN THE PARTIES

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

Consultant has no authority to enter into any contract binding upon the CTRMA, or to create any obligation on behalf of the CTRMA, without express and specific written authorization from the Executive Director. Under no circumstances may Consultant represent to suppliers,

contractors, subcontractors, or any other parties that Consultant, its employees, and affiliates are employees of the CTRMA or serve the CTRMA in any capacity other than as an independent contractor. Consultant shall clearly inform others that it has no authority to bind the CTRMA, unless the CTRMA specifically authorizes otherwise in writing.

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

ARTICLE IX REPRESENTATION AND WARRANTIES

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

Consultant further represents and warrants to the CTRMA that Consultant:

(a) is under no contractual or other restriction or obligation, the compliance with which is inconsistent with or would hinder the execution of this Agreement, the performance of Consultant's obligations hereunder, or of the rights of the CTRMA hereunder;

(b) in relation to its engagement hereunder, and without limiting the representation in preceding clause, is not a contractor, or representative of, or contractor for any other firm currently under contract with the CTRMA or intending to bid for any contract;

(c) is under no financial constraints that would hinder the full performance of the obligations under this Agreement;

(d) is not under contract, and must not without the CTRMA's prior written consent, contract with any company, organization, or person that the CTRMA reasonably believes to be in opposition or hostile to the CTRMA's operation and mission;

(e) has the necessary expertise, experience, and resources to perform the Services;

(f) will perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and

(g) will comply with all applicable laws and regulations in the performance of the Services.

ARTICLE X INDEMNIFICATION; LIMITATION ON LIABILITY

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

ARTICLE XI GENERAL PROVISIONS

1. Force Majeure. Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

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

3. Audit. The CTRMA shall have the exclusive right to examine Consultant's books and records to verify the costs or expenses incurred in the performance of this Agreement and for the purpose of checking the amount of work performed by Consultant. Consultant shall maintain

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

4. Public Information Act. This Agreement, the deliverables, and the Work Product are or will become the property of the CTRMA and may be subject to disclosure under the Public Information Act (Texas Government Code Chapter 552). Consultant covenants to familiarize itself with the provisions of that act. In no event will the CTRMA or any of its agents, representatives, operators, directors, officers, or employees be liable to Consultant for the disclosure of all or any portion of this Agreement or the Work Product. If the CTRMA receives a request for public disclosure of any portion of Consultant's information that has been provided to the CTRMA, to the extent required by law, the CTRMA will notify Consultant of the request and give Consultant an opportunity to assert, in writing, a claimed exception under the Public Information Act or other applicable law within the time period specified by law. the CTRMA may elect to seek one or more exceptions to disclosure under the act; nonetheless, Consultant will be solely responsible.

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

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

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

8. Invalidity. If any term or condition of this Agreement is declared legally invalid or unenforceable by a court of competent jurisdiction, that decision does not affect the validity of any remaining terms and conditions in this Agreement. Terms and conditions not declared invalid remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid term or condition.

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

10. Assignment. Neither party will assign or transfer their rights or obligations under this Agreement without the signed written consent of the other party.

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

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

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

14. **Survival.** Articles III, IV, VIII, IX, X and this Section survive the expiration or termination of this Agreement for any reason.

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

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

In the case of Consultant:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street
Portland, ME 04102

In the case of the CTRMA:

Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: Chief Financial Officer

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

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

CONSULTANT

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Ryan Doil
Local Government Practice Group
Berry, Dunn, McNeil & Parker, LLC

By: _____
James M. Bass
Executive Director
CTRMA

Appendix A

Scope of Services

The Consultant will coordinate the overall project schedule and provide direction for CTRMA Project Team members and subject matter experts from CTRMA staff.

The Consultant will serve as the primary point-of-contact with the project manager of the ERP solution to be awarded and the project manager from the Software System Integrator (“SI”) and will report to the CTRMA Board of Directors, Executive Sponsors, and CTRMA Project Team.

The Consultant will guide the CTRMA’s organizational change management and communications efforts with assistance from the CTRMA Project Team.

The Consultant must apply industry best practices and advise and consult with CTRMA stakeholders and project leadership regarding any deviation or change that would impact the project.

Specific project management tasks are included, but are not limited to:

1. Discover and Assess

- a. Understand CTRMA’s current operations.
- b. Review / understand CTRMA’s future strategy and growth plans.
- c. Conduct discovery sessions and document current state processes, pain points, and challenges.
- d. Collaborating with stakeholders to identify key business processes and pain points that the new ERP system should address.
- e. Work cooperatively with the CTRMA Project Team, and legal counsel in implementing CTRMA policies, procedures, and directives.
- f. Document, scope, and validate key business and technical requirements with stakeholders.
- g. Create a project plan, reviewing and revising as needed.
- h. Implement strategy for achieving CTRMA objectives.
- i. Identify short list of potential ERP systems.
- j. Conduct management checkpoint to review the results of the assessment sprint, confirm requirements, and agree to the next steps.
- k. Translating business needs into detailed technical specifications for the ERP system, including features, integrations, data migration needs, and system architecture

2. Design Solution

- a. Validate future-state process considerations.
- b. Define the conceptual future state solution design for key processes.
- c. Identify differentiating use cases and define demo scripts for potential software candidates.

- d. Develop the request for proposal / vendor information package and validate with management and draft the Request for Proposal (RFP) for software and software implementation.
 - e. Confirm viable ERP application vendors.
 - f. Conduct management checkpoints to discuss the conceptual design and key components of the solution and agree to the next steps.
3. Select and Plan Implementation
- a. Validate the scope, solution design, and demonstration scenarios with vendors.
 - b. Work with the SI's project manager to develop the implementation project plan.
 - c. Write a clear and comprehensive RFP document that outlines technical requirements, desired functionalities, evaluation criteria, and timelines for vendor responses.
 - d. Review vendor proposals and manage responses to vendor questions.
 - e. Prepare for and facilitate vendor demos.
 - f. Assessing vendor proposals against the technical requirements listed in the RFP, analyzing features, functionalities, and technical capabilities.
 - g. Prepare vendor summary evaluation and facilitate ERP recommendations and decision.
 - h. Develop implementation roadmap, along with estimated time and costs based on RFP responses.
 - i. Prepare and submit to vendor any CTRMA originated product enhancement requests with sufficient detail for vendor's evaluation.
 - j. Conduct management checkpoint to review the recommended plan, gain consensus, and agree to next steps.
 - k. Review and coordinate acceptance or rejection of implementation control points and deliverables, providing feedback on rejections with CTRMA Project Team
 - l. Conduct and/or attend all ERP implementation-related regular and special meetings during the project, including reporting project status to the CTRMA stakeholders. This will include developing agendas for and attending Project Committee meetings and Executive Sponsor briefings.
 - m. Work with the SI's project manager to ensure the implementation and deployment is successfully completed. This will include reviewing the project Issues Log with the SI's project manager, collaboratively assigning a priority to each issue, and identifying the individual(s) responsible for facilitating resolutions.
4. Training and Go Live and final acceptance
- a. Assist with creation of software training user accounts for all training exercises, ensure users are following curriculums, and monitor and communicate user progress to the CTRMA Project Team and Executive Committee Sponsors.
 - b. Coordinate CTRMA staff training activities for all users.
 - c. Coordinate user acceptance training (UAT) with SI's project manager.
 - d. Work with SI's project manager to outline go-live steps, requirements, and assignments.

- e. Coordinate the final acceptance process for each phase of implementation.
- f. Verify all deliverables have met specifications.
- g. Document lessons learned and conduct final product evaluation.
- h. Assist in ensuring all terms and conditions are met and all contracts related to the project are closed.

5. Technical Experience

- a. Possesses in-depth knowledge of various ERP systems, including technical capabilities, limitations, and industry best practices.
- b. Ensure the ERP software and implementation RFPs accurately captures CTRMA's technical needs, preventing potential gaps or misunderstandings with vendors.
- c. Provides expert insights to help the company evaluate vendor proposals based on technical merit and suitability.
- d. Track the timeline of the project by creating cost allocation, schedule, and scope activity charts to ensure the project is aligned with the execution plan and stays on budget.
- e. Work with CTRMA staff to implement and foster formal change management initiatives associated with the project. Evaluate readiness of CTRMA staff to perform live processes from training and change management perspective.
- f. Monitor business risk and update actions to minimize or reduce risks.
- g. Coordinate any CTRMA requests for software development.
- h. Coordinate software installation activities with the SI's project manager.
- i. Coordinate any necessary third-party interface installation activities with the SI's project manager and the third-party software vendor.
- j. Document internal control processes and assist with implementing internal control procedures that fulfill basic audit and reporting standards.

6. Other tasks

- a. Collaborate with CTRMA Project Leadership during pre-software acquisition period to develop a deep understanding of project history and current internal needs and objectives.
- b. At CTRMA's discretion, the selected project manager may be asked to provide input or guidance pertaining to long-term project planning during the pre-software acquisition period.
- c. Provide updates for status reports, review status reports, and participate in regular status meetings with the solution and SI vendors.
- d. Conduct periodic risk assessments and develop contingency plans to respond to potential project challenges.
- e. Monitor and communicate any identified project risks to the solution's project manager, SI's project manager, CTRMA Project Team, and Executive Sponsors
- f. Prepare and deliver any scope change requests for the vendor's implementation services to SI's project manager.

In addition to the responsibilities and duties enumerated above, the Consultant will perform any other duties and responsibilities assigned by the CTRMA related to the management and coordination of the implementation of the new ERP system.

Appendix B
Payment for Services

Appendix C
Key Personnel

Appendix D
Form of Work Authorization
WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this _____ day of _____, 202_, under the terms and conditions established in the AGREEMENT FOR ENTERPRISE RESOURCE PLANNING PROJECT MANAGEMENT AND IMPLEMENTATION SERVICES, dated as of _____, 202_ (the “Agreement”), between the **Central Texas Regional Mobility Authority** (the “Authority”) and **Berry, Dunn, McNeil & Parker, LLC** (the “Consultant”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

[Brief description of the Project elements to which this Work Authorization applies]

Section A. - Scope of Services

A.1. The Consultant shall perform the following Services:

[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority:

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

The Consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Contractor the amount not to exceed \$ _____, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the Consultant according to the terms of a future Work Authorization.

Section D. Authority’s Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the Consultant. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority:	Central Texas Regional Mobility Authority	Consultant:	Berry, Dunn, McNeil & Parker, LLC
By:	_____	By:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



December 17, 2025 AGENDA ITEM #11

Discuss and consider approving an agreement with Neology, LLC to provide video tolling, payment processing, collections, enforcement support and customer services

Strategic Plan Relevance:	Stewardship
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Annual Approved Budget Amount
Funding Source:	Capital Budget for implementation and Operating Budget after program launch
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Mobility Authority's toll facilities utilize modern Electronic Toll Collection System (ETCS) technology to capture data from passing vehicles, enabling the Authority to collect tolls electronically. The Mobility Authority employs All Electronic Tolling (AET), in which roadside equipment identifies radio frequency transponders when present and mounted in the vehicles of customers with transponder-based accounts.

Data is initially transmitted to the Authority's Data Platform System (DPS) and then directed to either the Central United States (CUSIOP) or Southeastern United States (SEIOP) interoperable hub systems for posting and debiting of eligible customer home agency accounts. Mobility Authority facilities are interoperable and currently accept TxDOT's TxTag, North Texas Tollway Authority's TollTag, Harris County Toll Road Authority's EZ TAG, Kansas Turnpike Authority's K TAG, Oklahoma Turnpike Authority's PikePass, Florida Turnpike Enterprise's SunPass, Cameron County's Fuego tag and other tag and electronic products facilitated by their interoperable partners. For the remaining vehicles not deemed eligible for CUSIOP or SEIOP posting, the roadside system captures images of the vehicle's license plate(s). Through the process of Optical Character Recognition (OCR) and/or Human Image Review, image-based

transactions, along with the transactional information (location, date/time, classification of the vehicle, toll amount, license plate information, etc.) are sent to the Authority's Pay By Mail system for revenue collection. Pay By Mail processing generally includes invoicing, payment processing, customer support/call center services, enhanced enforcement remedies, legal action, and collections activities.

Current Action: In late 2022, the Mobility Authority's staff began to evaluate Pay By Mail Best Practices by engaging AtkinsRéalis to perform an industry survey. The output of this effort was the documentation of the Pay By Mail Industry Survey Results in February 2023.

Following the Industry Survey, the Mobility Authority began drafting scope for a two-step procurement process including a Request for Qualifications (RFQ) and a Request for Proposal (RFP). The RFQ phase of the procurement established a shortlist of the most qualified Respondents (shortlist) based on the evaluation criteria set forth in the RFQ document. Only Respondents shortlisted during the RFQ phase were invited to participate in the RFP portion of the procurement.

The scope of the procurement is for Pay By Mail services for the Mobility Authority's Payment Program for services including a back-office system and the operational staff and support needed to facilitate invoicing and processing (video billing), violations processing, collections, enforcement of unpaid tolls, and customer services. The services may also include pre-paid (plate-based) account management and transponder account management and distribution services. The initial term of the contract is seven (7) years. The Authority shall have the option to extend the contract for two (2) additional two-year renewals. Final details containing the contract terms and renewals are subject to approval by the Mobility Authority's Board of Directors.

On May 1, 2024, the Authority publicly issued a Request for Qualifications (RFQ) for Pay By Mail services on CIVCAST. The Authority also advertised a public notice in the Austin American-Statesman. One addendum was subsequently issued. In response to the RFQ, the Mobility Authority received eleven Statements of Qualifications ("submissions").

Each submission was reviewed for compliance with the Mobility Authority's stated criteria including company references, past contract performance, projects and client listings, financial ability to implement the project, and certain audit, insurance and bonding requirements.

All submissions received were reviewed by the Pass/Fail Committee and conveyed to evaluation team members for consensus scoring. The resultant ranking and shortlist recommendation were then presented to the Mobility Authority's Executive Director. The outcome of this process was the following recommended shortlist which was approved by the Board on September 25, 2024, to receive the RFP for review and response.

- Conduent, Inc.
- Emovis Technologies
- Indra USA
- Neology
- SWC Group
- ViaPlus, LLC

On March 19, 2025, the Mobility Authority released a Request for Proposal (RFP) to the prequalified, short-listed vendors. Five responses to the RFP were received in June 2025. Evaluation committees were formed to consider each element of the responses. The committees reviewed the proposals and scored the results. Each submission was reviewed for compliance, evaluated, and a technical score was determined.

On September 4, 2025, the Mobility Authority released a request for Best and Final Offer (BAFO) to the RFP respondents. BAFO pricing updates were received in September 2025. Cost proposal scoring was updated and reviewed by the committees.

The resulting rankings as well as the committee's recommendation for the lowest best bidder were presented to the Mobility Authority's Executive Director.

The Executive Director brought a recommendation to the Board on October 29, 2025, for consideration and action to award a contract to the proposer that is the lowest best bidder, Neology, LLC, based on the criteria in the procurement documents. Today's action seeks approval of that Agreement. The Agreement lays out the term of the contract, work scope, and contract termination language. The Agreement also provides revenue assurance through the provision of a revenue loss bond equal to the amount of the previous year's video toll revenue as well as payment and performance bonds equal to the amount budgeted for this work annually. The vendor's compensation is based on actual collections and work performed as well as implementation costs and pass through costs such as credit card fees. The vendor will also assume process serving functions to support

the Authority's habitual violator enforcement program under this Agreement. The Agreement allows for annual increases based on CPI.

Action Requested/Staff Recommendation: Staff recommends approving an agreement with Neology, LLC to provide back-office services supporting the Authority's customer service, payment processing, collections, enforcement, and account management operations functions.

Financing: NA

Previous Actions: In December 2018 the Mobility Authority's Board of Directors approved the first amendment to the Agreement with Cofiroute USA outlining CUSA's expected recompense for processing and collecting Pay By Mail toll transactions paid from post-paid accounts, overpayments and prior to notice generation (*Pay Item #1*). The amendment also added pay items related to insufficient funds (*Pay Item #9*) and out of state license plate lookups (*Pay Item #10*).

In July 2019, the Board approved Amendment No. 2 to the Agreement with Cofiroute USA to add a new pay item to support a habitual violator program, additional customer service hours, and additional support for the qualified veteran program. A third amendment was approved in February 2023 to allow for a vendor incentive if certain customer service and collection metrics are met.

In October 2025, the Board approved the award recommendation for Neology to provide back-office services supporting the Authority's customer service, payment processing, collections, enforcement, and account management operations functions.

Backup provided: Draft Resolution
CTRMA PBM Agreement_Neology

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

RESOLUTION NO. 25-0XX

**APPROVAL OF AGREEMENT
FOR VIDEO TOLLING, PAYMENT PROCESSING, COLLECTIONS, ENFORCEMENT
SUPPORT, AND CUSTOMER SERVICES WITH NEOLOGY, LLC**

WHEREAS, in anticipation of the expiration of the Mobility Authority's current agreement with Cofiroute USA, LLC (now known as ViaPlus by VINCI Highways or "ViaPlus"), on May 1, 2024, the Mobility Authority issued a request for qualifications from firms interested in providing video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority with a deadline to submit responses by June 28, 2024; and

WHEREAS, the Mobility Authority received eleven (11) responses by the deadline which were evaluated and ranked in accordance with the terms of the request for qualifications; and

WHEREAS, by Resolution No. 24-060, dated September 25, 2024, the Board of Directors authorized and directed the Executive Director to issue a request for proposals to a shortlist of six (6) firms determined to be the most highly qualified based on the evaluation of the responses to the request for qualifications; and

WHEREAS, pursuant to the Board of Directors' direction, the Mobility Authority issued a request for proposals to the shortlisted firms on March 19, 2025; and

WHEREAS, the Mobility Authority received five (5) responses to the request for proposals on June, 2025; and

WHEREAS, the Mobility Authority evaluated the responses in accordance with the terms of the request for proposals and then conducted interviews with each of the five eligible firms from July through August 2025; and

WHEREAS, following the conclusion of the interview process, Mobility Authority staff determined it was in the best interest of the Mobility Authority to request Best and Final Offers ("BAFOs") from all five firms who responded to the request for proposals; and

WHEREAS, the Mobility Authority issued a request for BAFOs on September 4, 2025, and received responses from each of the five eligible firms on September 18, 2025; and

WHEREAS, following evaluation of the responses to the BAFO, the Executive Director recommended that Neology, LLC be selected to provide video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority; and

WHEREAS, by Resolution No. 25-060, dated October 29, 2025, the Board of Directors approved the selection of Neology, LLC to provide video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority and authorized the Executive Director to negotiate an agreement with Neology, LLC; and

WHEREAS, the Executive Director and Neology, LLC have prepared a proposed agreement; and

WHEREAS, the proposed agreement is attached hereto as Exhibit A and sets forth the Scope of Services, Compensation and other terms.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves the agreement in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the agreement with Neology, LLC on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 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
AGREEMENT FOR
PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS
AND CUSTOMER SERVICES

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**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS, AND CUSTOMER
SERVICES**

This Agreement for Pay By Mail, Violations Processing, Collections, and Customer Services (the “Agreement”) is made and entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), a regional mobility authority and a political subdivision of the State of Texas, and Neology, Inc. (“Neology” or the “Contractor”) to be effective as of the [] day of December, 2025 (the “Effective Date”) with respect to Pay By Mail processing, collections, and customer services to be performed by Neology, as an independent contractor for the CTRMA, and, potentially, other toll authorities.

WITNESSETH:

WHEREAS, pursuant to that certain Request for Proposals dated March 19, 2025 (the “RFP”), the CTRMA sought to identify and obtain the services of a qualified firm to provide Pay By Mail, violation processing, collection, and customer services for the CTRMA, and, potentially, other toll authorities; and

WHEREAS, five (5) firms submitted responses setting forth their respective proposals for the work; and

WHEREAS, Neology was identified by the CTRMA as the best and most responsive proposer to provide the required services, and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided by Neology as set forth herein;

NOW, THEREFORE, in consideration of the mutual and individual benefits received and realized by the respective parties hereto, the parties do hereby agree as follows:

**ARTICLE 1
THE SERVICES**

The CTRMA hereby retains the Contractor, as an independent contractor, and the Contractor agrees to provide services to the CTRMA, and possibly other toll authorities upon the terms and conditions provided in this Agreement. The scope of services (the “Services”), may include, but not be limited to the Contractor: (1) sending and receiving electronic files containing Pay By Mail (“PBM”) transaction information, including images of PBM vehicles to be used to determine license plate information; (2) using a combination of Optical Character Recognition (OCR) software/hardware and manual review of video images to determine the license plate information for PBM transactions if requested by the CTRMA; (3) using license plate information to obtain the registered vehicle owner information from the Vehicle Titles and Registration (VTR) Division of Texas Department of Motor Vehicles and/or other sources for both Texas and non-Texas license plates; (4) maintaining a database of PBM and violation transactions with data obtained from CTRMA, VTR, customers themselves and other relevant sources to facilitate reporting on and reconciliation of PBM toll amounts, associated fees and funds disposition; (5)

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sending toll bills and notices to identified customers for the purpose of collecting PBM toll amounts and associated fees; (6) accepting payments of PBM toll amounts and associated fees and other ancillary payments from customers; (7) bundling and transmitting PBM toll amounts and fee payments to CTRMA on a periodic basis; (8) preparing and maintaining documents to be used in the course of legal proceedings, collection actions, etc. for violation transactions; (9) providing full reporting and auditable data detailing the amount of PBM transactions, actual collections, outstanding amounts of revenue due, account payment status, and other information requested by CTRMA, with such reporting to occur at intervals and in the format specified by CTRMA; (10) assuring that its systems (and those of its subcontractors) maintain compliance with industry standard financial, security, quality and software process standards, as outlined in the Contractor's proposal in Appendix F; (11) administer a CTRMA branded transponder; (12) assist with efforts to pursue toll violators under a civil litigation program, in the event such a program is implemented by the CTRMA; and (13) providing additional Services as requested at the rates outlined in Appendix D. The foregoing items, however, are considered to be part of the Services whether or not they are more fully described in Appendix A.

The Contractor acknowledges and agrees that the Services provided for herein will be provided to CTRMA and may also be provided for the benefit of other toll authorities through agreements between CTRMA and the other entities. All terms related to the performance of the Services hereunder to CTRMA shall apply equally to Services provided to other toll authorities, and CTRMA shall have the right, without objection from Contractor, to seek performance hereunder and enforce the terms of this Agreement on its own behalf and on behalf of any other entities receiving the Services provided for herein.

The Contractor will provide CTRMA and/or representatives of CTRMA various reports and real time access to the PBM and violation database maintained by the Contractor in accordance with the terms of this Agreement and as otherwise agreed between the parties from time to time.

The Contractor shall be expected to operate independently from the CTRMA and without extensive oversight and direction. The Contractor shall commit the personnel and resources reasonably required to promptly and fully perform and fulfill the responsibilities and tasks necessary to meet the key performance indicators/service level agreements (KPIs/SLAs) contained in Appendix B.

ARTICLE 2

COMPENSATION AND WORK AUTHORIZATIONS

Compensation for Contractor's work, authorization for Contractor to perform the Services, and other aspects of the mutual obligations concerning Contractor's work and payment therefore are as follows:

a. **COMPENSATION.** A not to exceed amount for this Agreement will be established by the CTRMA Board of Directors in the CTRMA annual operating budget. In no event will the not to exceed amount for a given year be exceeded without prior approval by the CTRMA Board of Directors. No compensation shall be paid for work performed that is not authorized by the CTRMA Executive Director in a written Work Authorization, as described below.

b. **COMMENCEMENT OF WORK.** Contractor shall not proceed with any Services until a Work Authorization has been issued pursuant to section 2.c below.

c. **WORK AUTHORIZATIONS.** Each activity, task, or project related to the Services shall be performed pursuant to a separate Work Authorization, signed by the CTRMA and the Contractor. Work shall be performed in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto as Appendix K and made a part hereof. The standard form of Work Authorization may be modified during the term of this Agreement at the direction of the CTRMA or as agreed to by the Parties. No amendment of this Agreement is required if the standard form of Work Authorization is amended.

Upon written (including emailed) request from the CTRMA, the Contractor shall prepare a Work Authorization for a specific task or project, to be submitted for the CTRMA's approval. A proposed Work Authorization must be submitted within thirty (30) days of receipt of the written (or emailed) request. No work shall begin on the activity until the Work Authorization is approved by the CTRMA's Executive Director and is fully executed. The basis for payment on each Work Authorization will be stated in the Work Authorization as either (i) a lump sum, which may be paid in multiple milestone payments, or (ii) using the prices shown in Appendix D. As applicable, a maximum "not-to-exceed" amount for the work will be identified in the Work Authorization, and in no event will the maximum be exceeded without prior approval by the CTRMA Executive Director.

The assignment and authorization of work, if any, shall be at the sole discretion of the CTRMA.

d. **ADJUSTMENT OF PRICES.** The prices identified in Appendix D as being subject to this section 2.d may be adjusted annually, effective on each anniversary of the Effective Date upon approval by the CTRMA Executive Director. The adjustment shall be based on the percentage change, if any, in the Consumer Price Index for All Urban Consumers (CPI-U) for the Austin, Texas metropolitan area ("all items"), as published by the U.S. Department of Labor, Bureau of Labor Statistics. Notwithstanding the foregoing, in no event shall the annual adjustment result in an increase of more than five percent (5%) over the prices in effect for the immediately preceding year.

e. **EXPENSES.** The compensation described above is anticipated by the CTRMA and the Contractor to be full and sufficient compensation and reimbursement for the performance of the Services. The Contractor shall not be entitled to reimbursement from the CTRMA for out-of-pocket expenses incurred by the Contractor related to the performance of its duties under this Agreement.

f. **TAXES.** The Contractor acknowledges that the CTRMA is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code.

g. **WITHHOLDING PAYMENTS.** The CTRMA reserves the right to withhold payment or payments, in whole or in part, for nonconforming Services work or deliverables or Services or work not completed in accordance with this Contract or the Project Schedule requirements of the RFP. The value of such Services, work action, duty or any part thereof will be determined by the CTRMA and deducted from any invoice claiming such items for payment. Payment for the nonconforming or incomplete work will be withheld by the CTRMA from any submitted invoice until such time as the Services, work or deliverable is corrected or completed. If any aspect of the Services, work or deliverables fails, in whole or in part, to pass any test required under the Scope of Services, the CTRMA may withhold approval of and any associated payments due therefor until the completion of any and all corrective action and the successful completion of any and all retests. In the event of any re-testing, Contractor shall pay for (a) the costs of CTRMA employees to participate in and to attend each re-testing, including, but not limited to, travel, meals and lodging (but not the cost of any of the CTRMA's employee salary); (b) the consulting fees and the costs of the CTRMA's consultants to participate in and to attend, including, but not limited to, travel, meals and lodging; and (c) all of Contractor's costs and fees. Contractor shall make payment to the CTRMA for these costs and expenses within thirty (30) Days of the date of the invoice from the CTRMA listing such costs and expenses.

h. **PAYMENT NOT ACCEPTANCE.** Payment or use of any Services or work or portions thereof by the CTRMA shall not constitute an acceptance of any Services or work not performed in accordance with this Contract, nor shall payment waive any preceding or then-existing breach or default hereof by Contractor of any term, covenant or condition of this Contract. Additionally, payment shall not extend or affect (a) any time within which the Contractor is required to perform any obligation; or (b) any other notice or demand.

ARTICLE 3 **TIME OF PERFORMANCE**

It is understood and agreed that the initial term of this Agreement shall be a maximum of seven (7) years, commencing on the Effective Date and concluding on December, [] 2032 (the "Initial Term") subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below, or further extension upon agreement of both parties. There may be two (2) successive two (2) year renewal terms following the expiration of the Initial Term, each of which shall be subject to approval of the CTRMA Board of Directors.

In addition to any termination rights set forth in this Agreement, either party may elect not to extend the term of one or both of the renewal terms by providing ninety (90) days written notice to the other prior to the end of the then current term. Absent such notice or termination pursuant to other provisions of this Agreement, the renewal terms will automatically take effect.

a. Time is of the essence with respect to the performance and completion of the Services to be furnished by the Contractor pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. If at any time during the contract term the Contractor cannot provide the requested Services within the time required by the CTRMA or for any other reason, the CTRMA reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services and in a manner it deems appropriate, in

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addition to any other rights that CTRMA may have. The Contractor shall not be eligible to perform any work removed from it as a result of the Contractor's non-performance.

b. **DELAYS IN COMPLETING SERVICES.** It is critical to the financial stability of the CTRMA and essential for the convenience of the traveling public that the performance of Services is carried out in accordance with the schedules set forth in any Work Authorization. Damages for failure to meet a schedule deadline are difficult to estimate, and therefore shall result in liquidated damages being assessed by the CTRMA, unless the failure to meet a schedule deadline is due to a Force Majeure Event or specific time extensions have been requested by the Contractor and approved by the CTRMA.

Liquidated damages shall be at a rate specified in the applicable Work Authorization. The CTRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due to the Contractor are not sufficient to cover the liquidated damages, the Contractor, or surety (as set forth in Article 8) shall promptly pay the amount due. Nothing herein shall preclude the delay in performance from being an event providing for notice and possible termination under Article 4.

c. **CTRMA DELAYS.** If CTRMA or the CTRMA's third-party contractors' action, inaction or failure to perform prevents or delays the Contractor in performing its Services, the Contractor may be eligible for an equitable adjustment in the Project Schedule. The parties will negotiate in good faith to determine the appropriate equitable adjustments to the Project Schedule and upon agreement may amend the Work Authorization documenting the adjustments. Any extension of time granted pursuant to this shall be the sole remedy which may be provided by the CTRMA. The Contractor shall not be entitled to additional compensation from the CTRMA or mitigation of liquidated damages. Failure to timely submit a request for deviation from the Project Schedule constitutes waiver of an equitable adjustment.

ARTICLE 4 **TERMINATION FOR DEFAULT**

The Contractor shall furnish all Services in such a manner and at such times as this Agreement and subsequent Work Authorizations require. Except as provided below, should the Contractor at any time (a) not carry out its obligations under this Agreement or (b) not provide the Services in an expeditious and efficient manner and in full compliance with this Agreement, or (c) if the Contractor shall fail in any manner to discharge any other of its obligations under this Agreement, the CTRMA may terminate this Agreement, upon providing the Contractor with not less than thirty (30) days prior written notice and opportunity to cure (provided that in no event shall the cure period be more than thirty (30) days from receipt of the written notice). Such termination shall not constitute a waiver or release by the CTRMA of any claims for damages, claims for additional costs incurred by the CTRMA to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Contractor for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Article 4 or Article 5 below abrogate or in any way affect the indemnification obligations of the Contractor set forth in Article 17 hereof.

Notwithstanding the foregoing, in the event that Contractor fails, in the sole discretion of CTRMA, to demonstrate operational readiness of local facilities (i.e., physical facilities required to meet operational requirements under this Agreement that are located in Travis or Williamson Counties) ninety (90) days prior to Go Live, as defined in and based on the Project Schedule as set forth in Appendix A, or as may be mutually agreed between the Parties; or fails to demonstrate the hiring and training of staffing necessary to meet the operational requirements and KPIs under this Agreement, CTRMA shall, in its sole discretion, have the right, acting in good faith, to terminate this Agreement after the CTRMA has given contractor no less than thirty (30) day prior written notice to Contractor and Contractor has, within such notice period, not cured the failure notified.

ARTICLE 5 **OPTIONAL TERMINATION**

In addition to the process for termination described above, this Agreement may also be terminated as follows:

a. **GENERALLY.** The CTRMA has the right to terminate this Agreement at its reasonable option, at any time with or without cause, by providing at least six (6) months written notice of such intention to terminate pursuant to this Article 5 hereof and by stating in said notice the optional termination date”. The CTRMA may extend the optional termination date if necessary to ensure the orderly transition of Services and data. Upon such notice of the optional termination, the CTRMA shall enter into a settlement with the Contractor upon an equitable basis as determined by the CTRMA, which shall fix the value of the work performed by the Contractor prior to the optional termination date. In determining the value of the work performed, the CTRMA in all events shall compensate the Contractor for any reasonable costs or expenses actually incurred and which are attributable to the exercise of the CTRMA’s optional termination, including reasonable and actual costs related to developing a transition plan and providing data as provided for in Article 6 on an equitable basis as determined by the CTRMA as noted above, provided, however, that no consideration will be given to anticipated profit which the Contractor might possibly have made on the uncompleted portion of the Services.

b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Article 5 shall extinguish all rights, duties, obligations, and liabilities of the CTRMA and the Contractor under this Agreement (except those which are designated as surviving termination, including without limitation the indemnification obligations of Contractor set forth in Article 17), and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Contractor from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.

c. **NO FURTHER COMPENSATION.** If the CTRMA shall terminate this Agreement as provided in this Article 5, no fees of any type, other than fees due and payable as of the optional termination date, shall thereafter be paid to the Contractor, provided that the CTRMA shall not waive any right to damages incurred by reason of the Contractor’s breach thereof. The Contractor shall not receive any compensation for Services performed by the Contractor after the optional termination date, and any such Services performed shall be at the sole risk and expense of the Contractor.

ARTICLE 6

TERMINATION, GENERALLY

If the CTRMA terminates this Agreement as provided in Article 4, no fees of any type, other than fees due and payable as of the termination date pursuant to Article 2 hereof for work performed and acceptable to the CTRMA, shall thereafter be paid to or collected by the Contractor, and the CTRMA shall have a right to offset or otherwise recover any damages incurred by reason of the Contractor's breach hereof, together with the right to offset amounts owed to the Contractor pursuant to the indemnity provisions. In determining the amount of any payments owed to the Contractor, the value of the work performed by the Contractor prior to termination shall be no greater than the value that would result by compensating the Contractor in accordance with Article 2 hereof for all Services performed and expenses reimbursable in accordance with this Agreement.

The CTRMA's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the CTRMA by virtue of this Agreement or otherwise. Failure of the CTRMA to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute. Upon notice of termination of this Agreement by either of the parties, and subject to Article 13 hereto, the Contractor shall update and implement the transition plan as required in Appendix A, Section 19 to ensure a smooth, efficient, and uninterrupted transition to any successor Contractor or subcontractor.

ARTICLE 7

SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the CTRMA may elect to suspend any portion of the Services of the Contractor hereunder, but not terminate this Agreement, by providing the Contractor with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt from the CTRMA of written notice requesting same. If the suspension exceeds ninety (90) days, the Contractor shall be entitled to equitable adjustments in schedule and compensation for documented unavoidable expenses, excluding labor, directly related to Agreement. In the event the CTRMA elects to suspend the performance of the Services in their entirety for a period that exceeds ninety (90) days, Contractor shall be entitled to terminate the Agreement subject to Appendix A, Section 19.

Similarly, the CTRMA may expand, cancel (in whole or part), or otherwise modify any portion of the Services previously assigned or unassigned to the Contractor in accordance with this Agreement. In the event the Services are modified, the Parties shall agree to and execute a Work Authorization, if applicable, and Contractor's compensation shall be adjusted (up or down) based on the rates set forth in Appendix D as applicable. Without limiting the foregoing, the Contractor agrees that no claims for damages or other compensation shall be made by the Contractor for any delays, hindrances or modifications occurring during the progress of any portion of the Services

specified in this Agreement as a result of any suspension or modifications occurring during the progress of any portion of the Services specified in this Agreement as a result of an suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the CTRMA may decide. It is acknowledged, however, that permitting the Contractor to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the CTRMA or any of its rights herein.

ARTICLE 8

PERFORMANCE GUARANTY AND BOND REQUIREMENTS

a. **LOSS OF REVENUE.** Notwithstanding any other provision in this Agreement and whether or not the performance of the Services is in conformance with the requirements specified herein, in the event the CTRMA incurs a loss of revenue due to any action or inaction of the Contractor, the Contractor shall be obligated to make payment to the CTRMA of all lost revenue and other direct damages associated with the loss, including payments made to the CTRMA's third-party vendors or contractors. In the event that the CTRMA is unable to determine the amount of lost revenue because data is lost or otherwise unavailable, the Parties agree that lost revenue shall be based on historical figures maintained by the CTRMA. The CTRMA may offset lost revenue and associated damages by reducing the portion of the tolls and fees collected that the Contractor is entitled to retain on a weekly basis.

b. **NON-REVENUE DAMAGES.** In the event the CTRMA incurs damages due to any action or inaction of the Contractor for its failure to perform satisfactorily any obligation under this Agreement, and which are not subject to subsection 8.a. then the Contractor shall be obligated to make payment to the CTRMA for any costs incurred by the CTRMA to complete and/or correct the work for which the Contractor failed to perform. The CTRMA may offset costs incurred by the CTRMA by reducing the portion of the tolls and fees collected that the Contractor is entitled to retain. The maximum amount of payments Contractor is required to pay under this subsection 8.b. shall not exceed \$10,000,000, with such amount being exclusive of any proceeds paid under Contractor's insurance policies or by the surety on any bonds required by this Agreement.

c. **PAYMENT AND PERFORMANCE BONDS.** The Contractor shall furnish the performance bonds and payment bonds described in this subsection 8.c. (collectively, the "Bonds") in the exact form set forth in the applicable appendix to this Agreement. The Bonds do not serve as the full extent of the Contractor's liabilities under this Agreement but are intended to secure the Contractor's obligations in providing the Services as well as to ensure adequate compensation for any loss of revenue incurred by the CTRMA under subsection 8.b.

i. The Bonds shall be issued by a surety with an A.M. Best and Company rating level of A-minus (A-) or better, Class VIII or better, or as otherwise approved in writing by the CTRMA, in its sole discretion. If any bond previously provided becomes ineffective, or if the surety that provided the bond no longer meets the requirements hereof, the Contractor shall provide a replacement bond in the same form issued by a surety meeting the foregoing requirements, or other assurance satisfactory to the CTRMA in its sole discretion.

ii. The Contractor shall provide and continuously maintain in place for the benefit of the CTRMA, a surety bond in the form of Appendix I (a “Revenue Loss Surety Bond”) to ensure adequate compensation for any loss of revenue incurred by the CTRMA under subsection 8.a. The Revenue Loss Surety Bond shall each be in an amount equal to the amount of CTRMA PBM toll revenues for the immediate prior fiscal year average quarterly amount. At the conclusion of each fiscal year the Contractor shall provide a Revenue Loss Surety Bond reflecting any corresponding proportionate change in the amount CTRMA PBM toll revenues for the immediate prior fiscal year average quarterly amount. CTRMA will provide a detailed reconciliation of the revenue calculation upon request by the Contractor. The Contractor’s obligation to maintain and provide the current Revenue Loss Surety Bond shall continue throughout the term of this Agreement, but the CTRMA will accept the Revenue Loss Surety Bond with a stated term of at least two (2) years with a statement set forth in the Revenue Loss Surety Bond that it shall be renewable annually in accordance with the surety’s customary renewal practices.

iii. Upon execution of this Agreement, the Contractor shall provide, and continuously maintain in place for the benefit of the CTRMA, (a) a performance bond in the form of Appendix H (with such modifications as the CTRMA approves in writing, in its sole discretion) (the “Performance Bond”), and (b) a Payment Bond in the form of Appendix J (with such modifications as the CTRMA approves in writing, in its sole discretion) (the “Payment Bond”).

iv. The Performance Bond and Payment Bond shall each be in an amount equal to 100% of the amount approved by the CTRMA Board of Directors for the Services provided under the Agreement in the CTRMA annual budget for that fiscal year. At the conclusion of each fiscal year the Contractor shall provide a Performance Bond and a Payment Bond or rider to the bond reflecting any corresponding proportionate change in the amount approved by the CTRMA Board of Directors for the Services provided under the Agreement in the CTRMA annual budget for the upcoming fiscal year.

v. The Contractor’s obligation to maintain and provide the current Performance Bond and Payment Bond with respect to the Services shall continue throughout the term of this Agreement. Provided that the Contractor has paid the CTRMA any applicable damages, compensation for revenue losses, and any other amounts that are payable to the CTRMA under this Agreement, the Performance Bond shall be released upon expiration of the term of this Agreement and after the satisfaction of all conditions required for completion of the Services. Upon expiration of the term of this Agreement, the CTRMA will release the Payment Bond (i) upon receipt of (A) evidence satisfactory to the CTRMA that all persons eligible to file a claim against the bond have been fully paid and (B) unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond, or (ii) upon expiration of the statutory period for subcontractors to file a claim against the bond if no claims have been filed.

ARTICLE 9

PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY

Contractor shall provide personnel and equipment as follows:

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a. **ADEQUATE PERSONNEL, ETC.** The Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subcontractors) and equipment, in the reasonable opinion of the CTRMA, to perform the Services with due and reasonable diligence to comply with the KPIs and SLAs customary of a firm providing similar services and enjoying a favorable reputation, and in all events without delays attributable to the Contractor which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects. All persons providing the Services, whether employees of the Contractor or of an approved subcontractor, shall have such knowledge and experience as will enable them, in the Contractor's reasonable belief, to perform the duties assigned to them. All persons, whether employees of the Contractor or of an approved subcontractor, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.

b. **REMOVAL OF PERSONNEL.** Any person performing Services who, as determined by the CTRMA in its sole discretion, is incompetent, by his/her conduct becomes detrimental, or providing work or services no longer needed to the provision of the Services shall, upon request of the CTRMA, immediately be removed from the Services. The Contractor shall furnish the CTRMA with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the CTRMA.

c. **CONTRACTOR FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the CTRMA, the Contractor shall furnish all equipment, transportation, supplies, and materials required for its performance of Services under this Agreement.

ARTICLE 10
KEY PERSONNEL

The Contractor acknowledges and agrees that the individual(s) identified in Appendix E attached hereto and incorporated herein, or in any subsequent Work Authorization are key and integral to the satisfactory performance of the Contractor under this Agreement. Throughout the term of this Agreement, the Contractor agrees that the identified individual(s) will remain in charge of the performance of the Services and they shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Contractor or the approved subcontractor, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Contractor promptly to replace said individual with a person suitably qualified and otherwise acceptable to the CTRMA. Failure to do so within thirty (30) days of the event requiring replacement shall be an event of default under this Agreement.

The selection of the Contractor to provide the Services under this Agreement was based, in part, on the Key Personnel identified in Contractor's proposal. Because of the importance and unique nature of the Services to be provided by Key Personnel as identified in Appendix E it is impractical to calculate the actual losses that would be suffered by the CTRMA by the loss of Key Personnel from the Agreement. Therefore, the Contractor agrees to compensate the CTRMA for its losses by paying liquidated damages in the amount of \$2,500 per day per Key Personnel position identified in Appendix E if any Key Personnel is removed by the Contractor without prior written approval from the CTRMA. Liquidated damages will accrue from the date the Contractor removes

the Key Personnel in Appendix E from the Agreement if the parties do not agree on a replacement within 21 calendar days after the Key Personnel are removed from the Agreement. If a replacement is agreed upon within that twenty-one (one) calendar day period, the liquidated damages will be waived. Liquidated damages shall cease until the parties agree on a substitute.

ARTICLE 11

BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE

Contractor acknowledges that the CTRMA has a Business Opportunity Program and Policy (“BOPP”) with which it requires contractors to comply in connection with Disadvantaged Business Enterprises (“DBEs”). To the extent the Contractor utilizes subcontractors to provide the Services hereunder, Contractor agrees to comply with the BOPP and observe the guidelines set forth therein. Contractor shall provide annual reporting to the CTRMA (beginning one (1) year from the Effective Date) regarding its utilization of DBEs and the manner in which such utilization complies with, or deviates from, Contractor’s commitment to DBE utilization as reflected in its response to the RFP attached as Appendix F.

ARTICLE 12

PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS

As directed by the CTRMA, key personnel shall meet with the CTRMA’s Executive Director and/or his designee(s) upon request to: (a) assess the Contractor’s performance of the Services; and (b) plan staffing levels to be provided by the Contractor to the CTRMA to comply with the SLAs, and for upcoming calendar quarters. The Contractor shall permit inspections of its Services and work by the CTRMA or others, when requested by the CTRMA. Nothing contained in this Agreement shall prevent the CTRMA from scheduling such other planning and performance reviews with the Contractor or inspections as the CTRMA determines necessary.

ARTICLE 13

OWNERSHIP OF REPORTS AND WORK PRODUCT

Ownership of reports and related materials prepared by Contractor (or any subcontractor) at the direction of the CTRMA shall be as follows:

a. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Contractor solely under this Agreement (“work product”), including all information prepared for or posted on the CTRMA’s website and together with all materials and data furnished to it by the CTRMA, shall at all times be and remain the property of the CTRMA and, for a period of four (4) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the CTRMA for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the CTRMA without delay. The CTRMA hereby grants the Contractor a revocable license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of

this Agreement, at which time the Contractor shall deliver to the CTRMA all such materials and documents. If the Contractor or a subcontractor desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the CTRMA. Notwithstanding anything contained herein to the contrary, the Contractor shall have the right to retain a copy of the above materials, records, and documents for its archives.

b. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the CTRMA and the Contractor set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to the CTRMA all right, title, and interest that Contractor may have or at any time acquire in said work product and other materials which are prepared for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The CTRMA hereby acknowledges, however, that all documents and other work product provided by the Contractor to the CTRMA and resulting from the Services performed under this Agreement are intended by the Contractor solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Contractor shall have no liability for the use by the CTRMA of any work product generated by the Contractor under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Contractor shall be at the sole risk of the CTRMA.

c. **DEVELOPMENT OF CONTRACTOR WORK PRODUCT.** The CTRMA acknowledges that the Contractor's work product will be developed using data that is available at the time of the execution of a given Work Authorization and will not constitute any guarantee or other assurance of future events. The Contractor will prepare work product using practices that are standard procedures in the industry.

d. **OWNERSHIP OF MATERIALS, SOFTWARE AND LICENSES.** The CTRMA acknowledges and agrees that, the Contractor and/or its subcontractors or licensors of are the exclusive owners all copyrights, trade secret rights and related intellectual property rights (such rights together referred to herein as "Intellectual Property Rights") in all Software and accompanying documentation developed, produced or implemented in connection with this Agreement by the Contractor, its officers, employees, subcontractors or agents. Except as expressly stated herein, this Agreement does not grant the CTRMA any rights in or to such Intellectual Property Rights. The Contractor reserves the right to grant licenses to use such Software to any other party or parties, provided that any such licenses do not affect the provision of any of the Services to the CTRMA pursuant to this Agreement.

i. The provisions of this subsection 13.d. shall be without prejudice to, and shall not interfere with the CTRMA's Ownership of Reports as provided for under the subsection 13.a to 13.c. of this Agreement.

ii. The Contractor reserves all rights in Software and all Intellectual Property associated therewith that have not been expressly granted herein.

iii. For the duration of this Agreement, the Contractor hereby grants to the CTRMA a nonexclusive, non-transferable license to use the Software for such purposes and to the extent necessary to enable the CTRMA to receive the Contractor's Services under this Agreement. Notwithstanding anything to the contrary in this Agreement, the license referred in this sub-clause (iii) shall not survive termination or expiry of this Agreement. Provided however that the license referred to in this sub-clause (iii) shall be extended for the limited purposes and term that may be necessary to give effect to any post termination or post expiry transition related obligations expressly undertaken by the Contractor under this Agreement, such that Contractor's Services shall remain continuous and uninterrupted for the duration of any post termination or post expiry transition period under this Agreement, with Contractor providing the CTRMA with all permissions and licenses necessary to enable the CTRMA to receive Contractor's Services throughout any such transition period, including permissions and licenses necessary for use of any third-party software implemented by Contractor under this Agreement.

iv. The CTRMA shall have no right to access or use the source code of the Software.

v. The CTRMA shall not attempt to make any part of the Software or any accompanying documentation supplied by the Contractor along with the Software, available to any third party, or otherwise allow access to the same to any third party except as required by law.

vi. The CTRMA shall not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce, translate or otherwise alter the same into or with any other software or use the same in conjunction with any third party's software.

vii. For purposes of this Agreement, the term Software shall mean any software used by the Contractor or any subcontractor of the Contractor to provide the Services to the CTRMA, including any software owned or provided by the Contractor or by a sub-consultant of the Contractor.

ARTICLE 14

SUBCONTRACTING OF WORK

All subcontracts shall be consistent with the terms and provisions of this Agreement. The Contractor or CTRMA may request removal of a subcontractor. Prior to replacing a subcontractor that is part of the Contractor's original team, the Contractor shall (a) notify the CTRMA in writing of the selection of such subcontractor; and (b) furnish to the CTRMA all information reasonably requested by the CTRMA with respect to Contractor's selection criteria. The proposed subcontractor shall be subject to the CTRMA approval not to be unreasonably withheld.

The Contractor shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the CTRMA. Responsibility for sublet, assigned or transferred work shall remain in all instances with the Contractor.

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In addition to the legal obligations and requirements under Article 16, the Contractor shall pay all subcontractors under such agreements in accordance with the federal minimum wage under (29 U.S.C. Section 206), and with Section 2251.022 of the Texas Government Code.

ARTICLE 15
APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

Contractor shall cooperate with the CTRMA and requests for attendance at meetings and in various types of proceedings as follows:

a. **WITNESS.** If requested by the CTRMA or on its behalf, the Contractor shall use its best efforts to help CTRMA prepare such exhibits as may be requested for all hearings and trials related to any of the Services provided under this Agreement.

b. **MEETINGS.** At the request of the CTRMA, the Contractor shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the CTRMA, (b) the offices of the CTRMA's legal counsel, bond counsel, and/or financial advisors, or (c) any reasonably convenient location.

c. **WORK AUTHORIZATION.** In the event that services under this section are not covered by an existing Work Authorization, the CTRMA will issue a Work Authorization, pursuant to Article 2 hereto, to cover such services.

ARTICLE 16
**COMPLIANCE WITH LAWS AND CTRMA POLICIES; PROTECTION OF DATA
AND INFORMATION**

The Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, intellectual property laws, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the CTRMA's enabling legislation (Chapter 370 of the Texas Transportation Code), other applicable portions of the Texas Transportation Code, and all amendments and modifications to any of the foregoing, if any. The Contractor shall also comply with the CTRMA's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to CTRMA information and facilities. When requested, the Contractor shall furnish the CTRMA with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

As part of their operations, CTRMA, and other toll authorities to whom services may be provided collect and maintain information about individuals (including toll customers, vehicle owners, and employees) that may include data such as a person's Social Security number, driver's license number, license-plate number, geolocation or travel data, bank account or credit card information, health information, employment-related information, or login and password credentials, and all such data pertaining to individuals, whether or not specifically listed, being "Personal Information". As part of its performance of the Services, Contractor may have access

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to, handle, or receive Personal Information or other confidential or proprietary materials, information, or data maintained by or concerning CTRMA, and other toll authorities to whom services may be provided (collectively with Personal Information, “Toll Authority Information”). Contractor therefore agrees that:

a. Contractor is responsible for the security of Toll Authority Information that it receives or accesses in performing Services, and Contractor shall at all times maintain appropriate information-security measures with respect to Toll Authority Information in a manner consistent with applicable law.

b. Contractor must implement and maintain current and appropriate administrative, technical, and physical safeguards with respect to Toll Authority Information in its possession, custody, or control, or to which it has access, to protect against unauthorized access or use of such Toll Authority Information. At a minimum, such safeguards shall be consistent with generally-recognized best practices for information security in the handling of similar types of data. Without limiting the foregoing, Contractor must appropriately and effectively encrypt Toll Authority Information (i) transmitted over the internet, other public networks, or wireless networks, and (ii) stored on laptops, tablets, or any other removable or portable media or devices.

c. Contractor must identify to the CTRMA all subcontractors, consultants, and other persons who may have access to Toll Authority Information in connection with the Services. Contractor must restrict the Toll Authority Information to which a given employee or approved subcontractor has access to only that Toll Authority Information which such employee or approved subcontractor needs to access in the course of such employee’s or approved subcontractor’s duties and responsibilities in connection with the Services.

d. Before granting access to Toll Authority Information, Contractor must ensure that its employees and each approved subcontractor agrees to abide by these information security measures (or other applicable measures that are at least as protective of Toll Authority Information).

e. Absent the CTRMA’s advance written permission, Toll Authority Information must not be stored, accessed, or processed at any location outside of the United States.

f. Contractor may use Toll Authority Information only for performing the Services, and Contractor must ensure that its employees and approved subcontractor are restricted from any use of Toll Authority Information other than for such purpose.

g. Except to the extent otherwise expressly permitted, Contractor may not disclose Toll Authority Information, except as required by law or a governmental authority having jurisdiction over Contractor. In the event of such required disclosure, Contractor must notify CTRMA in advance (if legally permissible to do so) and reasonably cooperate with any decision by CTRMA to seek to condition, minimize the extent of, or oppose such disclosure.

h. Contractor will immediately notify CTRMA if Contractor discovers any actual or reasonably suspected breach of security or unauthorized use of Toll Authority Information (i) in the possession, custody, or control of Contractor, its employees, its subcontractors, or any third-

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party and/or (ii) effectuated using access permissions or credentials extended to an employee or subcontractor of Contractor (either of occurrences (i) or (ii) being referred to as a “Security Incident”). In no event shall Contractor’s notification to CTRMA be later than three (3) calendar days after Contractor discovers the Security Incident; provided, however, that more immediate notification shall be given as the circumstances warrant or if more immediate notification is required by law. Contractor must provide all necessary and reasonable cooperation with respect to the investigation of such Security Incident, including the exchange of pertinent details (such as log files). In addition, Contractor must promptly undertake appropriate remediation measures and inform CTRMA regarding the same.

i. Subject to requirements of data security or privacy laws, CTRMA, in its sole discretion, will determine whether, and when to provide notice of a Security Incident to (a) any individuals whose personal information has been actually or potentially compromised; (b) any governmental authority; and/or (c) any other entity, including, but not limited to, consumer credit reporting agencies or the media. All notices must be approved by CTRMA before they are distributed. Contractor must reimburse CTRMA for costs or expenses CTRMA incurs in connection with such notices (including the provision of credit monitoring or other identity protection services, to the extent the provision of such services is legally required or customary for similar data security incidents). Furthermore, and in addition to any other indemnification requirements under this Agreement, Contractor shall indemnify and hold CTRMA harmless from all claims, costs, expenses, and damages (including reasonable attorneys’ fees) that CTRMA incurs in connection with any regulatory action or third-party claim arising from a Security Incident.

j. Contractor must cooperate and permit CTRMA (and any governmental authorities with jurisdiction in connection with an audit requested by CTRMA) reasonable access for on-site review of Contractor’s data security systems and procedures to verify Contractor’s compliance with its obligations under this Agreement.

k. Each calendar year, Contractor must provide a current Type 2 Service Organizations Control (SOC) report or comparable report satisfactory to CTRMA, confirming the adequacy of Contractor’s controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to CTRMA. The scope of each report must include all of Contractor’s applications and systems that have access to or are involved in the processing of CTRMA Information, and each report must include a list of the controls that were tested.

l. Whenever Toll Authority Information is no longer needed for the performance of Services, or at any time upon written notification from CTRMA, Contractor must unconditionally and without any charge or fee return or, at CTRMA’s written election, certify the secure destruction of, all Toll Authority Information in Contractor’s possession, custody, or control (including Toll Authority Information in the possession, custody, or control of any of Contractor’s subcontractors or consultants).

m. With respect to all Toll Authority Information that constitutes payment cardholder information under the PCI DSS and with respect to any actions or activity that may impact the security of CTRMA’s systems securing payment cardholder information, Contractor must, and must cause its approved subcontractors, as applicable, to:

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- i. abide by PCI DSS, as updated from time to time (currently, version 3.2), and related security and reporting requirements or standards imposed by applicable payment card brand(s) including through the provision of, preparation of, or cooperation in connection with any all reports, assessments, audits, inquiries, or attestations made, to be made, or desired by CTRMA pursuant to PCI DSS or applicable payment card brand requirements or standards;
- ii. annually, and at such other times as CTRMA may reasonably request, provide CTRMA with a certification demonstrating compliance with PCI DSS in the relevant capacity, without charging CTRMA any fee or other amount with respect to such compliance or certification thereof; and
- iii. without limiting the foregoing, refrain from any recording or storage of card security codes, render primary account numbers unreadable wherever stored, and dispose of payment cardholder information in compliance with PCI DSS Requirement 9.8.

ARTICLE 17
CTRMA INDEMNIFIED

THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE CTRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONTRACTOR'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONTRACTOR'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONTRACTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CTRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CTRMA OR ANY OF THE INDEMNIFIED PARTIES FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB CONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF ANY UNRELATED OR UNAFFILIATED CONTRACTOR OR OTHER PROJECT PARTICIPANT, NOT UNDER CONTRACT TO THE CONTRACTOR, TO FULFILL CONTRACTUAL RESPONSIBILITIES TO THE CTRMA OR TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS, REGULATIONS AND CODES.

ARTICLE 18
CONFLICTS OF INTEREST

The Contractor represents and warrants to the CTRMA, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subcontractors (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Contractor, except as expressly disclosed in writing to the CTRMA, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the CTRMA, Contractor shall comply with the CTRMA's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 19
INSURANCE

Prior to beginning the Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the CTRMA for the following minimum amounts of insurance:

- a. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.
- b. **COMMERCIAL GENERAL LIABILITY INSURANCE.** On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. This policy shall not have a deductible in excess of \$25,000 per occurrence. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.
- c. **BUSINESS 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 anyone person, and for property damage on account of anyone 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 Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the CTRMA shall be provided.
- d. **VALUABLE PAPERS INSURANCE.** With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the CTRMA or otherwise completed.
- e. **CYBERSECURITY INSURANCE.** Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by CTRMA, due to error, omission, negligence of employees and machine malfunction, cyber

liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

f. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. - e. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

g. **FIDELITY INSURANCE.** Covering any loss of funds or other property due to employee dishonesty, embezzlement, forgery, fraud, robbery, burglary and other criminal acts with a policy limit of at least \$2,000,000.

h. **TECHNOLOGY ERRORS AND OMISSIONS INSURANCE.** Including network security and privacy with a limit of \$1,000,000 per occurrence / \$2,000,000 aggregate.

i. **GENERAL FOR ALL INSURANCE.** The Contractor shall promptly, upon execution of this Agreement, furnish certificates of insurance to the CTRMA 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) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections 19.a. through e., 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 subsection 19.f., a rating by A. M. Best Company or similar rating service satisfactory to the CTRMA and/or its insurance consultant; and (c) otherwise acceptable to the CTRMA.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 19.b., c., d., e., f., g., and h. above, shall name the CTRMA as additional insureds and shall protect the CTRMA, the Contractor, their officers, employees, 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 wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 17, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 19.a., b., c., d., e., f., g., and h. the following statement: "This policy will not be

canceled or non-renewed 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, TX 78705, Attention: Executive Director.”

ARTICLE 20

COORDINATION OF CONTRACT DOCUMENTS

The Proposal dated June 6, 2025, submitted by the Contractor in response to the RFP is attached hereto and incorporated herein as Appendix F for all purposes (“Proposal”). In the event of a conflict, the order of prevailing precedence shall be subsections 20.a -highest order to d-lowest order of precedence:

- a. Any amendments to the Agreement.
- b. The Agreement.
- c. Appendices to the Agreement.
- d. The Contractor’s Proposal.

However, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the other contract documents or otherwise contains offers, statements or terms more advantageous to the CTRMA, Contractor’s obligations under the Agreement shall include compliance with all such statements, offers and terms contained in the Proposal.

ARTICLE 21

MAINTENANCE OF, ACCESS TO, AND AUDIT OF RECORDS

a. **RETENTION AND AUDIT OF RECORDS.** Contractor shall maintain complete set of all books, records, electronic files and other documents prepared or employed by Contractor in its management, scheduling, cost accounting and other activities related to this Agreement. Contractor shall maintain all records and documents relating to this Agreement, including copies of all original documents delivered to the CTRMA until four years after the date of the termination of this Agreement. Contractor shall notify the CTRMA where such records and documents are kept. If approved by the CTRMA, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

Contractor shall make these records and documents available for audit and inspection to the CTRMA, at Contractor’s offices in Austin, Texas, at all reasonable times, without charge, and shall allow the CTRMA or its representatives to make copies of such documents. The CTRMA may direct its own auditors or representatives to perform such audits or reviews. Contractor shall cooperate fully with the entity performing the audit or review. In the event that an audit or review shows an underpayment to CTRMA of amounts owed for the period reviewed by more than two percent (2%), the reasonable cost of the audit or review will be borne by Contractor.

Notwithstanding the foregoing, the Contractor shall comply with applicable Texas laws pertaining to the retention of records and the provision of access thereto. The Contractor shall

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maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the CTRMA and shall provide the CTRMA with a copy of any audit of those books and records as provided herein or otherwise requested by the CTRMA.

b. **PUBLIC RECORDS ACT.** Contractor acknowledges and agrees that all records, documents, drawings, plans, specifications and other materials in the CTRMA's possession, including materials submitted by Contractor, are subject to the provisions of Chapter 552, Texas Government Code (the "Public Information Act"). Contractor shall be solely responsible for all determinations made by it under such law, and for clearly and prominently marking each and every page or sheet of materials with "Trade Secret" or "Confidential", as it determines to be appropriate. Contractor is advised to contact legal counsel concerning such law and its application to Contractor.

If any of the materials submitted by the Contractor to the CTRMA are clearly and prominently labeled "Trade Secret" or "Confidential" by Contractor, the CTRMA will endeavor to advise Contractor of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the CTRMA be responsible or liable to Contractor or any other person for the disclosure of any such labeled materials, whether the disclosure is required by law, or court order, or occurs through inadvertence, mistake or negligence on the part of the CTRMA.

In the event of litigation concerning the disclosure of any material marked by Contractor as "Trade Secret" or "Confidential," the CTRMA's sole obligation will be as a stakeholder retaining the material until otherwise ordered by a court, and Contractor shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the CTRMA reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees, including attorneys' fees and costs, incurred by the CTRMA in connection with any litigation, proceeding or request for disclosure, not initiated by the CTRMA, shall be reimbursed and paid by Contractor.

c. **Compliance with Subchapter J of the Public Information Act.** The requirements of Subchapter J of the Public Information Act may apply to this Agreement, and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Notwithstanding any other provision of the Agreement, within five (5) business days of a request by the CTRMA, the Contractor shall provide any records related to this Agreement that are in the custody or possession of the Contractor that are subject to a pending request for information received by the CTRMA.

Not later than 180 days following the completion of the term of this Agreement, or as specified in the succession plan upon the termination of the Agreement, the Contractor shall provide the CTRMA with all records related to this Agreement in the custody or possession of the Contractor. The cost of complying with this subsection 21.c. is not subject to reimbursement by the CTRMA.

ARTICLE 22
RELATIONSHIP BETWEEN THE PARTIES

Notwithstanding the anticipated collaboration between the parties hereto, or any other circumstances, the relationship between the CTRMA and the Contractor shall be one of an independent contractor. The Contractor acknowledges and agrees that neither it nor any of its employees or subcontractors, shall be considered an employee of the CTRMA for any purpose. The Contractor shall have no authority to enter into any contract binding upon the CTRMA, or to create any obligation on behalf of the CTRMA. As an independent contractor, neither the Contractor nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the CTRMA. Under no circumstances shall the Contractor, or its employees, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the CTRMA or serves the CTRMA in any capacity other than as an independent contractor. The Contractor shall clearly inform all suppliers, Contractors and others that it has no authority to bind the CTRMA. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the CTRMA whatsoever with respect to the liabilities, obligations or acts of the Contractor, its employees, subcontractors, successor, if applicable, or any other person or entity.

ARTICLE 23
DELIVERY OF NOTICES, ETC.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Contractor:

Neology, Inc.
1917 Palomar Oaks Way, Ste 110
Carlsbad, CA 92008
Attn: Chief Executive Officer
With a copy to: legal@neology.com

In the case of the CTRMA:

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

and:

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Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, TX 78705
Attn: General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

ARTICLE 24
REPORTING OF SUBPOENAS, NOTICES, ETC.

The Contractor shall immediately send the CTRMA a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, subcontractors, or representatives, or received by it or them, in connection with any matter related to the Services under this Agreement.

ARTICLE 25
CTRMA'S ACTS

Anything to be done under this Agreement by the CTRMA may be done by such persons, corporations, firms, or other entities as the CTRMA may designate.

ARTICLE 26
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the CTRMA under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the CTRMA shall have any personal obligations or liability thereunder or hereunder.

The Contractor is obligated to comply with applicable standards of professional care in the performance of the Services. The CTRMA shall have no obligation to verify any information provided to the Contractor by the CTRMA or any other person or entity.

ARTICLE 27
CAPTIONS NOT A PART HEREOF

The captions or subtitles of the several articles, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its articles, subsections, divisions, or other provisions.

ARTICLE 28
CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE 29
COMPLETE AGREEMENT

This Agreement, including all Appendices attached hereto, sets forth the complete agreement between the parties with respect to the Services and supersedes all other agreements (oral or written) with respect thereto. Capitalized terms shall have the definitions provided herein. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the CTRMA and the Contractor. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 30
TIME OF ESSENCE

With respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Contractor acknowledges the importance to the CTRMA of the timely provision of the Services and will perform its obligations under this Agreement with all due and reasonable care.

ARTICLE 31
SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 32
AUTHORIZATION

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

ARTICLE 33
SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the CTRMA, the Contractor, and their respective heirs, executors, administrators, successors, and permitted assigns. The Contractor may not assign the Agreement or any portion thereof without the prior written consent of CTRMA, which shall not be unreasonably withheld.

ARTICLE 34
INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 35
BENEFITS INURED

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

ARTICLE 36
SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the CTRMA, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, from which the Contractor may be enjoined and for which the Contractor also shall pay to the CTRMA all damages which arise from said breach. The Contractor understands and acknowledges that the Contractor's responsibilities under Articles 13 and 17 of this Agreement shall continue in full force and effect after the Contractor's contractual relationship with the CTRMA ends for any reason.

ARTICLE 37
FORCE MAJEURE

If a Force Majeure Event occurs, the Nonperforming Party is excused from performance of its obligations under this Agreement but only for the time and to the extent that such performance is prevented by the Force Majeure Event. During a Force Majeure Event that prevents Contractor from delivering Services, Contractor's entitlement to compensation under this Agreement is suspended.

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When the Nonperforming Party is able to resume performance of its obligations under this Agreement, it will immediately give the Performing Party (defined below) written notice to that effect and promptly resume performance under this Agreement.

The relief offered by this Force Majeure provision is the exclusive remedy available to the Nonperforming Party with respect to a Force Majeure Event.

The Performing Party may terminate this Agreement if:

- a. the Nonperforming Party's failure to perform under this Agreement due to a Force Majeure Event impairs material benefits of this Agreement to the other party (the "Performing Party"); and
- b. the Nonperforming Party does not resume performance in accordance with this Agreement within 30 days following the Performing Party giving of notice to the Nonperforming Party of its intent to terminate this Agreement.

In this Agreement, "Force Majeure Event" means any act, event, or condition not foreseeable (such as fires, interruption of utility services, floods, hurricanes, tornadoes, ice storms, and other natural disasters, explosions, war, terrorist act, riots, court orders, and governmental regulations) by a party (the "Nonperforming Party") that: (A) prevents the Nonperforming Party from performing its obligations under this Agreement; (B) is beyond the control of, not caused in whole or in part by, and not otherwise the fault of the Nonperforming Party; and (C) is not able to be overcome or avoided by the Nonperforming Party's exercise of diligence or preventative measures. Provided, however, economic hardship, changes in market conditions, or insufficiency of funds do not constitute a Force Majeure Event.

ARTICLE 38
CONTRACTOR CERTIFICATIONS

a. **Entities that Boycott Israel.** The Contractor represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002(a) of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the CTRMA.

b. **Entities that Boycott Energy Companies.** The Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies, as defined in Section 809.001(1) of the Government Code; except if not applicable as provided by Section 2276.002(a) of the Government Code CTRMA determines such representation and warrant verification is not required as provided by Section 2276.002(c) of the Government Code.

c. **Entities that Discriminate Against Firearm Entities or Trade Associations.** The Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, 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

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does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, the Contractor shall promptly notify the CTRMA.

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

CONTRACTOR: **NEOLOGY, INC.**

By: _____
Name: Bradley Feldmann
Title: Chief Executive Officer

CTRMA: **CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: James Bass
Title: Executive Director

APPENDIX A
Scope of Services

1. OVERVIEW OF CTRMA TOLL FACILITIES

The following sections provide information regarding the Scope of Services for the Pay By Mail, Violations Processing, Collections and Customer Services Project.

a. BACKGROUND

Customer's traveling on Central Texas Regional Mobility Authority's (CTRMA) toll roads and express lanes have the option of signing up for an electronic toll transponder account with a participating Central United States Interoperable (CUSIOP) or Southeastern United States Interoperable (SEIOP) agency for automatic payment. Currently the following CUSIOP and SEIOP agency transponders are accepted on CTRMA toll facilities:

- CUSIOP Agencies
 - North Texas Tollway Authority (NTTA) Toll Tag
 - Harris County Toll Road Authority (HCTRA) EZ TAG¹
 - Cameron County Regional Mobility Authority (CCRMA) Fuego Tag
 - Kansas Turnpike Authority (KTA) KTAG
 - Oklahoma Turnpike Authority (OTA) PikePass
 - E-470 Public Highway Authority (E-470) Express Toll
- SEIOP Agencies
 - Florida Turnpike (FTE) SunPass
 - Lee County (Leeway)

CUSIOP agencies also partner and integrate with 3rd party providers and fleet management companies (e.g. BancPass, Verra Mobility, PrePass, etc.) to provide individual and commercial customers with additional toll payment options.

Customers without a valid transponder or license plate associated with one of the participating CUSIOP or SEIOP agencies, or a Registered Plate Account with CTRMA, will receive a Pay By Mail invoice. Cameras above the toll lanes record the license plate of all vehicles, and the owner of the vehicle is sent an invoice once the plate is transcribed and matched with vehicle registration records.

Toll rates for Pay By Mail customers are 50 percent higher than electronic toll transponder rates due to additional processing costs. Pay By Mail bills related to out-of-state license plates are assessed an additional fee to cover the cost of retrieving non-Texas vehicle registration information.

Pay By Mail customers have 30 days from the bill date to pay their invoice in person, by mail, online, or over the phone.

Failure to pay a toll can result in additional fees and criminal charges against the registered owner of the vehicle. The stages of the Pay By Mail billing, noticing, and enforcement include the following:

1. Toll Bill Notice (TBN): tolls + processing fee

¹ As of November 2024, the HCTRA back-office system is processing all Texas Department of Transportation (TxDOT) toll transactions, including TxTag, on TxDOT-operated toll roads in the Austin and Houston regions

2. 1st Notice of Non-Payment (1NP, 30 days past due) unpaid tolls + unpaid processing fees + 1NP fee
3. Second Notice of Non-Payment (2NP, 60 days past due) unpaid tolls + unpaid processing fees + unpaid 1NP fees + 2NP fee
4. Final Notice of Non-Payment (FNP, 90 days past due) unpaid tolls + unpaid processing fees + unpaid 1NP fees + unpaid 2NP fees + FNP fee
5. Legal Action: (per toll, after 120 + days of non-payment): subject to criminal misdemeanor charge + toll + court fees + special fine per unpaid toll per current state legislation.
6. Habitual Violator: One hundred unpaid tolls within a year may lead to a vehicle registration block, vehicle ban, as well as criminal misdemeanor charges and impoundment of the vehicle if the ban is violated.

b. CURRENT FACILITIES

CTRMA currently operates five (5) All-Electronic Tolling (AET) facilities and one (1) Express Lane (EL) facility in the Austin area, as shown in Figure 1.



Figure 1: CTRMA Facility Map

i. 183A Toll

The 183A Toll is an 11.6-mile toll road extending from northwest Austin through Cedar Park and Leander in northwest Williamson County. The project consists of eleven (11) sites that provide open road tolling for both the northbound (NB) and southbound (SB) lanes and shoulders.

ii. 290 Toll

The 290 Toll is a 6.2-mile toll road that includes three tolled lanes and three non-tolled general-purpose lanes in each direction from US 183 to the east of Parmer Lane. The project consists of thirteen (13) sites that provide open road tolling for both the eastbound (EB) and westbound (WB) lanes and shoulders.

iii. MoPac Express Lane

The MoPac Express Lane is an 11-mile stretch of MoPac between Parmer Lane and Cesar Chavez Street that is dynamically priced and located in the middle of the MoPac corridor, separated from the existing lanes. Drivers can access the MoPac Express Lane at Cesar Chavez Street, Far West Boulevard, RM 2222, or Parmer Lane. The project consists of four (4) sites that provide open road tolling for both the NB and SB lanes.

iv. 71 Toll Lane

The 71 Toll Lane project added a toll lane in each direction alongside SH 71, beginning at Presidential Boulevard at Austin-Bergstrom International Airport and extending east near SH 130. The project consists of four (4) sites that provide open road tolling for both the EB and WB lanes.

v. 45SW Toll

The 45SW Toll connects MoPac and FM 1626 in southern Travis and northern Hays County. The project consists of two (2) sites that provide open road tolling for both the EB and WB lanes and shoulders.

vi. 183 Toll

The 183S Toll is an 8-mile toll road from US 290 to SH 71 in east Austin. The project consists of eleven (11) sites that provide open road tolling for both the NB and SB lanes and shoulders.

c. FUTURE FACILITIES

This section provides information about future CTRMA facilities.

i. 183A Phase III

Phase III of the 183A Toll extends the toll facility north from Hero Way to 1.1 miles north of SH 29. The 6.6-mile roadway extension will have two tolled lanes in each direction with an option to widen to three lanes in the future. The location of the proposed roadway shall be mostly within the median of the US 183 corridor. The project consists of ten (10) toll sites that provide open road tolling for both the NB and SB lanes and shoulders and is expected to open in the spring of 2025.

ii. 183 North Express Lanes

The 183 North Express Lanes include the construction of two variably priced express lanes in each direction along a 9-mile stretch of US 183 between SH 45/RM 620 and MoPac. The project

consists of five (5) toll sites that provide open road tolling for both the NB and SB lanes and shoulders. This project is expected to open in the summer of 2025.

d. TRAFFIC INCIDENT AND MANAGEMENT CENTER (TIM CENTER)

The TIM Center is currently located at 104 North Lynnwood Trail in Cedar Park, Texas, and is staffed from 6:30 am to 8:30 pm during weekdays. The TIM Center has overall responsibility for toll operations and can override pricing and/or open managed lanes to general traffic in accordance with CTRMA. The TIM Center's operational responsibilities include the following:

1. Facilitate smooth traffic flow.
2. Actively monitor real-time traffic and incidents during peak hours.
3. Ensure trip building transactions are correct.
4. Provide monitoring and maintenance for roadside equipment.

2. SCOPE OF SERVICES

The scope of the Contract is to provide a Pay By Mail Back Office System (PBM BOS) and Customer Service Center (CSC) Operations necessary to support CTRMA's Pay By Mail (PBM) Program. The Contractor shall be responsible for all aspects of system design, testing, implementation, integration, training, and maintenance of the PBM BOS.

The Contractor shall provide the staff, equipment, facility, communication methods, payment channels, and operations management functions required to establish and manage the day-to-day operations of the CSC, support CTRMA's customers, and collect toll and fee revenue.

The scope of the PBM BOS, Violations Processing, and CSC Services Project includes the following, at a minimum:

1. PBM Transaction Processing
 - a. PBM Account Management
 - b. PBM correspondence including Toll Bills and Notices
 - c. Pre- and Post-Paid License Plate-based Accounts
2. Transponder Account Management (Optional)
 - a. Transponder fulfillment
 - b. Customer Account Management
 - c. Transponder account correspondence
 - d. Payment processing
 - e. Inventory Management
 - f. Transponder (TVL) list management
 - g. Website and IVR functionality to support transponder account management
 - h. Reporting to support Transponder accounts
3. License Plate Image Review (Optional)
 - a. OCR and Manual Image Review
 - b. Miskey Corrections
4. Invoicing of PBM Tolls and Administrative Fees
 - a. Registered Owner Look-up Services
 - b. General Customer Correspondence
 - c. Payment Processing
 - d. Payment Plans
 - e. Development and Maintenance of a Payment Portal/Website
5. Violation Processing
 - a. Collection Agency Services
 - b. Enhanced Enforcement Initiatives
 - c. Court and Legal Action Support
6. CSC Operations
 - a. Call Center Management and Staffing
 - b. Customer Inquiries, Disputes and Complaints management
 - c. Customer Satisfaction Initiatives
 - d. Customer Relationship Management
 - e. Management of Payment and Communication Channels
7. System/Data
 - a. Data Analytics and Reporting
 - b. Data Interfaces

- c. Data Migration
- d. System Configuration and Scalability
- e. System Security and Auditing
- f. Compliance and Quality

In addition, Project Management and Quality Assurance activities, including all design, testing, and implementation phases associated with the PBM BOS delivery and implementation, are required. More detailed requirements for these activities are described in later sections of this document.

The Contractor shall perform all tasks necessary to begin performing the scope of services described in this Scope of Services, including:

1. Securing all infrastructure necessary to perform the Scope of Services, including office space, Information Technology (IT), Call Distribution Management (CDM), etc.
2. Securing necessary computer hardware, software, and required network.
3. Performing any development work necessary to meet CTRMA's requirements, including all interfaces.
4. Appropriate staffing.
5. Testing.
6. Data migration.
7. Security required to protect all physical and digital assets.
8. All other tasks necessary to begin operation and meet all Service Level Agreements (SLA) as defined in Appendix B and milestones in the project schedule.

All information contained herein is subject to change, and it is the Contractor's responsibility to confirm all information and requirements.

2.1 OVERVIEW OF CTRMA'S PBM TRANSACTION WORKFLOW LIFECYCLE

The transaction lifecycle for tolls and qualified trips that originate on CTRMA-operated toll road and express lane facilities are generally processed in the following manner.

The transaction lifecycle is initiated by CTRMA's Electronic Toll Collection System (ETCS) upon vehicle detection and includes capturing transponder data (if available), front and/or rear license plate images, and essential transactional data such as the transaction date/time stamp, vehicle class (2 or greater axles), location (facility, plaza, lane), image file links, license plate information using ALPR and manual image review, and other transactional toll rate assignment, and data integrity verification (duplicates, malformed transactions, processing exceptions).

Transactions processed by CTRMA's Data Platform System (DPS) are evaluated and determined to qualify for either transmission to the CUSIOP and SEIOP home agencies or CTRMA's PBM BOS. Eligibility for either path is based on CTRMA's DPS, CUSIOP/SEIOP, and PBM BOS business rules. In general, it is determined by the status of the assigned transponder and/or license plate number and state provided within CUSIOP/SEIOP Transponder (Tag) Validation Lists (TVL) and License Plate Validation List (LVL) files. The DPS prioritizes submission to CUSIOP/SEIOP and may resubmit to the CUSIOP/SEIOP home agencies if certain criteria are met (e.g. not posted or rejected and eligible based on interoperability business rules)

1. Transactions not submitted or submitted but not accepted (e.g. not posted, rejected) by CUSIOP/SEIOP, and not matched to any internal Qualified Veteran (QV) or exempt vehicle lists maintained within the DPS are then transmitted to the PBM BOS for further processing. From a transaction workflow perspective, the scope of this project begins upon receipt of the transaction and associated image data by the PBM BOS.
2. When the transaction and image data are received, the PBM BOS first completes data integrity / duplicate checks and then attempts to post the transaction to a prepaid or postpaid plate account maintained within the PBM BOS based on a matching license plate number.
3. If no eligible prepaid or postpaid license plate account exists, the PBM BOS attempts to obtain registered vehicle owner data by querying the Texas Department of Motor Vehicles (TxDMV) database(s) or a third party Out of State (OOS) database(s) based on the license plate number and state. The PBM BOS must send the initial notice to the address obtained from the TxDMV Registered Vehicle Owner (ROV) record. If the notice is returned as undeliverable, alternative methods (e.g. skip tracing) may be used for ROV lookups.
4. If successful in obtaining ROV information from TxDMV or OOS owner database, the PBM BOS then creates a new PBM account and posts the transaction. The PBM BOS then aggregates all transactions eligible for invoicing based on the billing period (e.g. 30 days) and generates and mails the TBN to the customer, including a processing fee in addition to the total toll balance for the current billing period. Customers that pay prior to issuance of the TBN are not assessed the processing fee, however this is not common. If the TBN is returned as undeliverable based on first attempting delivery to the address obtained from the TxDMV database, alternative methods (e.g. skip tracing) may be used for ROV lookups and subsequent delivery attempts.

5. If a customer does not make payment in full for the TBN balance before the payment due date as stated on the TBN, the PBM BOS then generates and mails a 1NP. An administrative fee is added to the invoice at the NNP stage. Again, the customer is given 30 days to pay the NNP in full.
6. Failure to comply with payment in full of the NNP in the allotted time results in an additional administrative fee. A 2NP is generated and mailed, and again, the customer is given 30 days to pay the 2NP in full.
7. If the customer fails to pay the 2NP within the allotted time, an additional administrative fee is added. At this time, the account / notice is eligible for collections processing.
8. Once the invoice is eligible for third party collections, a Collections Notice of Non-payment (CNP) is generated and mailed by the Collections firm on Collection agency letterhead. A bill will remain in active collections until one of the following occurs: the bill is paid; the customer enters a payment plan to pay the bill off over time; or the CTRMA initiates legal action for failure to pay toll.
9. A customer that has met the requirements for the Habitual Violator (HV) program may be determined to be eligible for HV status based on HV specific business rules (e.g. 100 unpaid transactions in a 365-day period and two required notices of non-payment sent). Once determined to be in HV status, CTRMA applies enforcement remedies including registration holds and prohibiting the driver from using CTRMA toll facilities. Prohibited customers that continue to drive on CTRMA facilities may be stopped and issued warnings by law enforcement and could have their vehicles impounded. The HV process is applied concurrently with ongoing PBM billing and collections efforts.
10. A customer may also be pre-selected for Court processing. CTRMA randomly selects customers for Pre-Court status based on pre-defined eligibility groups determined by the customer's total balance. Once selected for Pre-Court, the account history is thoroughly reviewed for Court eligibility. A Last Chance letter is mailed to the customer explaining they have 30 days to resolve their balance or CTRMA will refer their account to the appropriate county (Travis, Williamson, etc.) Justice Court. If the customer fails to act, CTRMA will select a transaction for filing with the Court and initiate the Court process. Depending on the specific procedures and systems used by each individual Court, Court processes may vary slightly in different jurisdictions.

2.2 SYSTEMS TO SUPPORT OPERATIONS

The Contractor shall own, lease, or otherwise have continual, guaranteed access to an automated system for collecting, organizing, processing and documenting violations and related collection activities as required by this Appendix A.

The Contractor shall provide all necessary hardware and software needed to include networking equipment and software, Call Distribution Management (CDM) equipment and software, as well as office equipment and software.

All data, documents, and images received and/or collected by the Contractor must be maintained in a secure environment. The Contractor must ensure that data elements are secure, and data privacy cannot be compromised. The Contractor shall maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS) as applicable. The Contractor shall advise CTRMA when updating its current Disaster Recovery Plans (DRP) for any/all systems where CTRMA's transactions will be processed. A copy of the DRP must be submitted to CTRMA at the contract's onset and whenever updates are made.

The Contractor shall provide a lockbox or similar secure operation for processing mail-in payments that is System Organization Controls (SOC) 2 Type II compliant. CTRMA's approval of the Contractor's chosen operation is required.

The Violation Processing and Collections systems shall segregate revenue received by revenue type (toll, fee), axle count, and the associated facility where the toll transactions originated. The Contractor must have the capability to expand their collection systems to accommodate volumes generated by current and future toll projects as defined in Section 2.5 PBM Capacity Requirements.

2.3 SYSTEM ENVIRONMENT REQUIREMENTS

All data must be stored in the contiguous United States.

The Contractor shall provide the necessary production, test, and development environments to deliver and maintain the PBM BOS for the duration of the contract. The table below describes the required environments.

Table 1: System Environment Requirements

Requirement ID	Requirement
SYS-REQ-1	All environments described herein shall remain separate and available for the life of the contract.
SYS-REQ-2	All environments shall comply with all required PCI DSS and SOC requirements including secure and confidential handling of all PII and payment processing data.
SYS-REQ-3	The PBM BOS shall include a production environment (e.g., real-time operation solution) that meets all required functionality and SLAs.
SYS-REQ-4	The PBM BOS shall include a reporting environment that allows for real-time analysis and reporting of production data.
SYS-REQ-5	The PBM BOS shall include a training environment with required and documented data to facilitate training classes and support CTRMA and CSC staff training needs.
SYS-REQ-6	The PBM BOS shall include a development environment for software changes and enhancements.
SYS-REQ-7	The PBM BOS shall include a test environment to support testing of software changes and enhancements, in addition to supporting integration testing with all 3 rd party interfaces, as required.
SYS-REQ-8	The PBM BOS shall include a User Acceptance Test (UAT) environment to facilitate all user testing in order to demonstrate the system is ready for deployment and operations in a real-world environment.
SYS-REQ-9	The test environment shall support production level volumes and capacity to support testing of all functionalities throughout the life of the contract.
SYS-REQ-10	All PBM BOS environments shall remain current with all major releases of operating systems, databases, software, and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless approved by CTRMA.

2.4 PBM BOS GENERAL SYSTEM REQUIREMENTS

The Contractor shall provide all functions for the delivery of a PBM BOS application in accordance with these general requirements.

The following table provides the PBM BOS functional requirements.

Table 2: PBM BOS General System Requirements

Requirement ID	Requirement
GEN-REQ-1	The PBM BOS shall include a browser-based standardized Graphical User Interface (GUI) across the application.
GEN-REQ-2	The PBM BOS shall include a fully redundant and scalable solution with disaster failover.
GEN-REQ-3	The PBM BOS shall support remote access users including required security and multi-factor authentication procedures in accordance with all applicable PCI and SOC requirements.
GEN-REQ-4	The PBM BOS shall include PCI and National Automated Clearing House Association (NACHA) compliant payment processing solution utilizing tokenization (e.g., credit card Primary Account Number [PAN] assignment, etc.).
GEN-REQ-5	The PBM BOS shall include configurable system parameters, attributes, and rule values (e.g., balance thresholds, account aging rules, other if/then workflow decision points).
GEN-REQ-6	The PBM BOS shall include configurable drop-down list values (e.g., reason codes, vehicle type, car make/ plazas, roads) and ensure values are consistent with CTRMA operational reporting needs and business rules.
GEN-REQ-7	The PBM BOS shall include user roles, access, permissions, and security settings (e.g., functions, drive accessibility, data, reports), as well as documentation of these roles.
GEN-REQ-8	The PBM BOS shall include the ability to customize, generate, and deliver ad hoc customer communication including marketing, alerts, and safety messaging via email, mail, and SMS texts.
GEN-REQ-9	The PBM BOS shall include the ability to hold, or pause, enable / disable, all PBM billing and aging functionality for a configurable period of time at all PBM billing and invoicing stages.
GEN-REQ-10	The PBM BOS shall include configurable parameters for all timing and duration-based variables, along with count, calculation, and rate-based parameters.
GEN-REQ-11	The PBM BOS shall include configurable operating hours and define "special event" windows, and have workflows modified accordingly.
GEN-REQ-12	The PBM BOS shall support new CTRMA toll facilities and acceptance of associated transactions and/or trips by configuration of additional facility, plaza, lane identifiers and associated toll rates.

Requirement ID	Requirement
GEN-REQ-13	The Contractor shall insure through the contract, agreement, or licensing that all data within the PBM BOS is owned in totality by CTRMA, and the cloud provider (if applicable) shall provide access to the PBM BOS and data at any time at CTRMA's request. This access shall not require approval by the Contractor. Alternatively, the Contractor can provide admin access to the data storage.
GEN-REQ-14	The Contractor shall ensure through the contract, agreement, or licensing that all data will be accessible for export by the Contractor or CTRMA on request. Alternatively, the Contractor can provide admin access to the data storage.

2.5 PBM BOS CAPACITY REQUIREMENTS

The PBM BOS capacity requirements are the minimum acceptable volumes, quantities, times, and limits of tolerances that the PBM BOS is expected to handle on a day-to-day, month-by-month, and/ or year-by-year basis. These quantities shall be used to scope the size of the PBM BOS capacity. All SLAs are independent of the capacity sizing requirements.

The following table provides the PBM BOS capacity requirements.

Table 3: PBM BOS Capacity Requirements

Requirement ID	Requirement
CAP-REQ-1	The PBM BOS shall include the capacity to process twice the anticipated volume of all roadways for the duration of the contract.
CAP-REQ-2	The PBM BOS shall clear all backlogs (e.g., transactions, payments, correspondence, processing jobs and batches) at a rate of one (1) day for every four (4) days of backlog.
CAP-REQ-3	The PBM BOS shall include the capacity to host up to five (5) million registered transponder and plate-based accounts.
CAP-REQ-4	The PBM BOS shall include the capacity to support up to 200 concurrent users with no degradation to performance.

2.6 DATA MANAGEMENT, SECURITY, AND AUDITING

The PBM BOS shall provide secure storage of all CTRMA customer data, including all Personally Identifiable Information (PII) and sensitive payment processing data.

The PBM BOS shall include user audit functionality for all system activity that is performed by the system automatically or initiated by a human user. A screen/report shall be provided that allows authorized users to understand the history of all changes made to an account, invoice, or toll/fee transaction and identify the user ID and source application (internal application, customer website, etc.) associated with these changes. System configuration changes shall be recorded along with the associated user ID.

The PBM BOS shall support the definition and application of role-based user privileges (e.g. system administrator, manager, lead, Customer Service Representative (CSR), enforcement, etc.)

The Contractor shall ensure staff is provided access to desktop software required to perform their job function, prevent installation of software that may create a security risk or affect/impair performance, and limit internet access to whitelisted websites.

Table 4: Data Management, Security and Auditing Requirements

Requirement ID	Requirement
SEC-REQ-1	The PBM BOS shall allow configurable archival and data retention parameters in compliance with CTRMA's Data Retention Policy.
SEC-REQ-2	The PBM BOS shall provide data, access, and security controls, such as: <ol style="list-style-type: none">1. Viewable workflow paths and the ability to see where in a workflow a transaction, trip, or account is in real-time2. Transaction-level search, audit, reconciliation, tracking, and reporting (e.g., historical, lifecycle)
SEC-REQ-3	The PBM BOS shall include storage capacity to meet required SLAs based on CTRMA's Data Retention Policy..

Requirement ID	Requirement
SEC-REQ-4	<p>The Contractor shall utilize website security best practices and methods such as:</p> <ol style="list-style-type: none"> 1. Establishing web security standards for all web applications, services, and sites 2. Adhering to Web Content Accessibility Guidelines (WCAG) and Americans with Disabilities Act (ADA) standards. 3. Implementing a security method to ensure only human users can access the website (e.g. captcha) 4. Using Secure Sockets Layer (SSL) or Transport Layer Security (TLS) to encrypt the connection between a browser and a web server 5. Employing authentication and access control to ensure only authorized users can access the website and data 6. Requiring unique individual logins for all users 7. Encrypting sensitive data while in transit and at rest 8. Validating all inputs and sanitization of all outputs 9. Using web application security testing tools to secure and monitor web applications for threats and vulnerabilities 10. Protecting PII 11. Ensuring Merchant service operations complies with PCI and SOC best practices
SEC-REQ-5	The PBM BOS shall enable authorized users to deny/allow full access or allow read-only access based on user roles (e.g., specific menus, specific items on a drop-down list, specific individual screens).
SEC-REQ-6	The PBM BOS production environment shall be a fully redundant, fault-tolerant configuration of servers, storage, databases, and backup systems.
SEC-REQ-7	The Contractor shall disallow sharing or commingling CTRMA data with other Contractor projects and/or clients, with only CTRMA approved users having access to CTRMA data.
SEC-REQ-8	The Contractor shall arrange and perform an annual SOC 1 Type 2 audit for submission to CTRMA, including all vendors that access financial data. The Contractor shall address and correct any deficiencies discovered during the audit within six months of the related report date.
SEC-REQ-9	<p>The PBM BOS shall meet the compliance of Level 1 PCI DSS, including external audits performed by a Qualified Security Assessor (QSA), quarterly network scans by an approved scanning vendor (ASV), annual penetration tests, and annual submission of a Report on Compliance (RoC) and Attestation of Compliance (AOC).</p> <p>All documentation required to validate PCI Compliance shall be submitted no later than September 1 annually and cover CTRMA's fiscal year period (July 1 through June 30).</p>
SEC-REQ-10	The PBM BOS shall automatically identify all PANs within text strings and automatically mask the PAN. (e.g., #####-1234 or similar)

Requirement ID	Requirement
SEC-REQ-11	The PBM BOS shall allow real-time access to the PBM BOS database for ad-hoc queries, analysis, and data extraction by CTRMA. This may be a direct connection to production, or connection to an Online Analytical Processing (OLAP) copy updated in real or near-real time.
SEC-REQ-12	<p>The final audited SOC 1 Type 2 Report must be delivered to CTRMA no later than May 31st of the then current year, covering the period of April 1 (of the prior year) through March 31 (of the current year).</p> <p>A bridge letter must be delivered to the CTRMA no later than June 30th of the then current year, covering the period April 1 (of the current year) through June 30 (of the current year), which will include a representation from Contractor about changes to the SOC 1 Type 2 controls, including information about changes in the design or effectiveness of the controls.</p>

2.7 DATA INTERFACES

The PBM BOS shall include an interface for receiving and transmitting violation transaction information, for processing payments, and for reporting adjustments and uncollectible transactions to and from CTRMA's DPS.

CTRMA's DPS transmits fully formed transactions/trips to the PBM BOS and makes vehicle images available for the BOS to retrieve, for further processing including data format and duplicate validation, account posting, statement / invoicing generation, payment processing, collections, and enforcement.

Toll Transactions / Trips received by the PBM BOS from the DPS will include toll transaction data including the following:

- Facility
- Toll Plaza (entry and exit
- Lane
- Transaction time / date
- AVI (transponder) toll amount
- PBM (video) toll amount
- License plate number and state
- Prime image
- Image file name
- Vehicle Class (number of axles)

Based on CTRMA's current transaction processing workflow, image review processing and submission to eligible interoperable agencies are attempted prior to submission of transactions to the PBM BOS.

The Contractor shall also have the capacity to send and receive secure electronic messages (files, transactions, emails, texts, etc.) between itself and the CTRMA, the Collections system (if applicable), and law enforcement.

For transferring files to and from the CTRMA, the PBM BOS will utilize Secure File Transfer Protocol (SFTP) or secure Application Programming Interface (API).

The Contractor shall obtain electronic access to vehicle registration data from the State of Texas and all other available US states. Access to states other than Texas may include direct interfaces to the state DMV system or access via third party sources. All implementation and ongoing maintenance / usage costs and fees for Contractor managed interfaces shall be paid by the Contractor.

The following table describes the PBM BOS Data Interfaces technical requirements.

Table 5: Data Interfaces Technical Requirements

Requirement ID	Requirement
DIN-REQ-1	The PBM BOS shall implement all functionality.
DIN-REQ-2	<p>The Contractor shall obtain and manage TxDMV data in a secure environment for use in ROV research and discount/enforcement management (QV Program). Any costs, including deposit/escrow, one time or recurring fees, will be the responsibility of the contractor. DMV data files include:</p> <ol style="list-style-type: none"> 1. A weekly update file, a fixed-width file containing DMV/registration activity for the prior week. A complete dump of this database (30M+ records), called a Masterfile, may be required at project launch. This file contains ROV data that should be the primary method of establishing accounts/invoices. 2. A Special Plates file, a fixed-width file containing DMV/registration activity for all plates identified by the TxDMV as “specialty” license plates. This file has between one and two million records, and a new version is available for downloading and processing daily. This data is used to identify vehicles that need special handling in the Enforcement process. 3. An eTAG file, a fixed-width file containing vehicle info for “paper plates” issued by dealers to car buyers. This file has between 5 and 10 million records, available daily. This file also contains ROV data that should be the primary method of establishing accounts/invoices if the plate is not found in the main DMV dataset.
DIN-REQ-3	The Contractor shall obtain and manage TxDMV MVINet access, to allow Contractor employees to perform ROV research as needed.
DIN-REQ-4	The Contractor shall obtain, test, manage, and maintain an interface with TxDMV for the purpose of instituting and removing registration holds. Costs for setup and management of the interface, as well as ongoing costs for flagging and clearing holds, will be the responsibility of the Contractor.
DIN-REQ-5	The Contractor shall maintain a file system, accessible by CTRMA, containing all files processed (created or received) by the PBM BOS for a configurable period.
DIN-REQ-6	The Contractor shall document, build, test, and deploy interfaces with downstream Contractor managed 3 rd parties / vendors, such as mail house or external collection agencies, and provide documentation of these efforts to CTRMA upon request.

Requirement ID	Requirement
DIN-REQ-7	The Contractor shall provide interface documentation, including interface control documents (ICDs) and integration test results, to CTRMA for all third-party interfaces. The Contractor will also notify CTRMA of all integration test sessions and allow CTRMA to attend such sessions.
DIN-REQ-8	The PBM BOS shall implement all functionality.
DIN-REQ-9	The Contractor shall ensure that file exchange parameters, including file size and scheduling, are configurable by authorized users
DIN-REQ-10	<p>The Contractor shall implement a set of monitoring processes and procedures, including automatic alerts for unexpected system events such as file processing failures or internal job failures. All monitoring and alert information will be configurable to the extent practical, and CTRMA will have access to monitoring and alert information in real time.</p> <p>The Contractor shall implement/manage additional alerts as determined to be necessary and requested by CTRMA's through the life of the contract.</p>
DIN-REQ-11	The PBM BOS shall perform a vehicle license plate check against the TxDMV for updated owner information based on a configurable interval.
DIN-REQ-12	Contractor shall obtain or contract with a 3rd party provider to obtain access to state DMV information to perform OOS ROV lookups for all 50 states.

2.8 PBM BILLING LIFE CYCLE AND INVOICE PROCESSING

The Contractor shall maintain a relational database of PBM transactions including all transactional data received from the DPS, registered vehicle owner information, customer correspondence, account, invoice toll and fee balances, vehicle license plate data with data obtained from the DMV and other relevant sources to facilitate reporting on and reconciliation of transactions and funds. All data, of all types, shall be stored and eventually archived. No data shall be purged or erased.

The Contractor shall send toll bills and subsequent non-payment notices to identified vehicle owners for the purpose of collecting tolls and, if applicable, administrative fees.

The Contractor shall provide PBM and violation processing services, collection activities related to violations and the management of accounts receivables, support of Court and Habitual Violator enforcement remedies, and skip tracing services.

CTRMA requires that the first toll bill be sent to each PBM customer in the form of a single communication. The layout and design of the toll bill, notices, and other required Pay By Mail correspondence shall be reviewed and approved by the CTRMA through a collaborative design process with the PBM Contractor.

If multiple transactions exist for the applicable billing period, all transactions shall be aggregated and included in the toll bill and subsequent violation notices if the balance due is not fully resolved (paid or dismissed).

Once in the violation lifecycle, the system shall assign varying penalties depending on the duration of time and at what point the violation is finally adjudicated. When PBM customers do not pay a toll bill or non-payment notice by the required due date, an additional notice shall be generated with added non-payment fees. If a toll bill or notice is returned due to an invalid customer address and a new address is obtained, then the transactions included within the returned document shall restart the aging process and shall be mailed to the updated address.

The PBM toll bill/notices must carry appropriate language, approved by CTRMA, that communicates the exact meaning of all charges. At least one vehicle/violation image shall be included per license plate on the communication that has reached a violation status. In all situations, this toll bill/notice must meet, both in verbiage and delivery, the thirty-day notice of non-payment requirements of Section 370.177(c) of the Texas Transportation Code, as amended.

The toll bill and notices shall include language indicating that CTRMA reserves the right to take further action against egregious violators for non-payment, in accordance with Texas Transportation Code 372.106, which offers strong enforcement action for people chronically refusing to pay. This is known as the Habitual Violator statute which provides various remedies including the ability to block vehicle registration renewal.

The Contractor shall provide skip tracing services or an equal and approved method with documentation providing a description of when and how these services and methods are used.

All information obtained through skip tracing and other approved methods shall be provided to CTRMA upon request. Address and contact information may be requested from the Contractor by CTRMA when violation notices are sent and returned as undeliverable for any reason.

Each PBM toll bill/notice and other documents issued by the PBM BOS shall have a barcode associated with the document. The barcode shall be used to quickly archive and associate a document with a customer account. These documents and others received by the system in

relation to a specific account shall be saved in an electronic document management system. Once in the system a CSR shall be able to query a customer and see any document affiliated with a customer.

The Contractor shall maintain awareness and ensure technical and operational compliance with all applicable local, state, and federal legislation that impact CTRMA's PBM Program.

The following table provides the PBM billing life cycle and invoice processing requirements.

Table 6: PBM Billing Lifecycle and Invoice Processing Requirements

Requirement ID	Requirement
PBM-REQ-1	The PBM BOS shall have the ability to create, transmit, regenerate, cancel, and /or postpone correspondence by type.
PBM-REQ-2	The PBM BOS shall allow all correspondence to be created and resent upon demand.
PBM-REQ-3	The PBM BOS shall provide and maintain a history of all outgoing correspondence including the attempted method of delivery and the date of creation.
PBM-REQ-4	The PBM BOS shall utilize the United States Postal Service (USPS) Intelligent Mail Barcode (IMb) to allow for tracking the delivery of all mailed correspondence and record processing and/or scanned dates. USPS tracking history shall be recorded in the PBM BOS for handling disputes and in support of Court filings.
PBM-REQ-5	The PBM BOS shall allow configurable fees based on customer correspondence delivery methods (e.g., mail fee)
PBM-REQ-6	The PBM BOS shall allow an authorized user, or customer, to select and save preferred delivery methods based on correspondence types.
PBM-REQ-7	The PBM BOS shall include the ability to review individual or batched correspondence by type.
PBM-REQ-8	The PBM BOS shall have the ability to define a percentage of correspondence by type to require a manual quality review.
PBM-REQ-9	The PBM BOS shall assign a unique invoice ID for each TBN generated for each billing period and retain the same invoice ID for each subsequent invoice associated with each initial TBN billing period.

Toll Bill	March 1- 30th		April 1 - 30th		May 1 - 30		June 1 - 30	
	Invoice ID 1				Invoice ID 3			
	Txn 001 (3/1)	\$1.00	Invoice ID 2		Txn 008 (5/1)	\$1.00		
	Txn 002 (3/2)	\$0.75	Txn 005 (4/1)	\$0.75	Txn 009 (5/2)	\$1.00	Invoice ID 4	
	Txn 003 (3/3)	\$1.00	Txn 006 (4/2)	\$0.50	Txn 010 (5/3)	\$1.50	Txn 012	\$0.50
	Txn 004 (3/4)	\$0.50	Txn 007 (4/3)	\$1.00	Txn 011 (5/4)	\$0.75	Txn 013	\$1.00
	TBN Fee	\$1.00	TBN Fee	\$1.00	TBN Fee	\$1.00	TBN Fee	\$1.00
Invoice ID 1 Bal.		\$4.25	Invoice ID 2 Bal.		\$3.25	Invoice ID 3 Bal.		\$5.25
Notice of Non-Payment (NNP)			Invoice ID 1				Invoice ID 3	
			Txn 001 (3/1)	\$1.00	Invoice ID 2		Txn 008 (5/1)	\$1.00
			Txn 002 (3/2)	\$0.75	Txn 005 (4/1)	\$0.75	Txn 009 (5/2)	\$1.00
			Txn 003 (3/3)	\$1.00	Txn 006 (4/2)	\$0.50	Txn 010 (5/3)	\$1.50
			Txn 004 (3/4)	\$0.50	Txn 007 (4/3)	\$1.00	Txn 011 (5/4)	\$0.75
			TBN Fee	\$1.00	TBN Fee	\$1.00	TBN Fee	\$1.00
			NNP Fee	\$14.00	NNP Fee	\$14.00	NNP Fee	\$14.00
			Invoice ID 1 Bal.		\$18.25	Invoice ID 2 Bal.		\$17.25
2nd Notice of Non-Payment (2nd NNP)					Invoice ID 1			
					Txn 001 (3/1)	\$1.00	Invoice ID 2	
					Txn 002 (3/2)	\$0.75	Txn 005 (4/1)	\$0.75
					Txn 003 (3/3)	\$1.00	Txn 006 (4/2)	\$0.50
					Txn 004 (3/4)	\$0.50	Txn 007 (4/3)	\$1.00
					TBN Fee	\$1.00	TBN Fee	\$1.00
					NNP Fee	\$14.00	NNP Fee	\$14.00
					2nd NNP Fee	\$15.00	2nd NNP Fee	\$15.00
Collections					Invoice ID 1 Bal.		Invoice ID 2 Bal.	
Final Notice of Non-Payment (FNP)							Invoice ID 1	
							Txn 001 (3/1)	\$1.00
							Txn 002 (3/2)	\$0.75
							Txn 003 (3/3)	\$1.00
							Txn 004 (3/4)	\$0.50
							TBN Fee	\$1.00
							NNP Fee	\$14.00
							2nd NNP Fee	\$15.00
							Final NNP Fee	\$15.00
							Invoice ID 1 Bal.	
Total Account Balance Due		\$4.25			\$21.50		\$55.75	
							\$102.25	

Figure 2: Invoice Lifecycle example

Disclaimer – fees shown are for example purposes only and subject to change.

2.9 PBM ACCOUNT MANAGEMENT

Users with the appropriate privileges will have access to the accounts management system screens, menus, and functionality. The accounts management system will provide customer service and account management support to CTRMA CSRs and customers via multiple communication channels.

The following table provides the PBM account management requirements.

Table 7: PBM Account Management Requirements

Requirement ID	Requirement
AMG-REQ-1	The PBM BOS shall allow authorized users to add and edit customer account data, including demographics, contact information, vehicle(s), notes, and payment methods.
AMG-REQ-2	The PBM BOS shall maintain all account data history and changes.
AMG-REQ-3	The PBM BOS shall allow authorized users to manually pay, adjust, or dismiss, any portion of a transaction or fee.
AMG-REQ-4	The PBM BOS shall automatically apply payments received to the appropriate transaction(s) and fee(s).
AMG-REQ-5	The PBM BOS account history shall reflect all transactions, regardless of payment or status in the PBM lifecycle, including collections, Court, and HV.
AMG-REQ-6	The PBM BOS shall allow for the creation of accounts, either through automated process or by manual creation.
AMG-REQ-7	The PBM BOS shall allow all authorized users to merge PBM accounts, maintaining integrity of all historical account data.
AMG-REQ-8	The PBM BOS shall provide a tool, report, or system procedure to identify candidate accounts for possible account merge based on criteria such as the owner's name, address, and/or vehicle information.
AMG-REQ-9	The PBM BOS shall allow for selection of all North American states, provinces, territories, and districts for all applicable address and vehicle information fields.
AMG-REQ-10	The PBM BOS shall allow for multiple payment methods and assign a payment method hierarchy (e.g. primary, secondary, tertiary).
AMG-REQ-11	The PBM BOS shall allow authorized users to move or reassign a transaction, or group of transactions, from one PBM account to another PBM account.
AMG-REQ-12	The PBM BOS shall allow for selection of a reason code when performing adjustments, dismissals of a toll and/or fee.
AMG-REQ-13	The PBM BOS shall maintain the history of all account data changes, communications, notifications, contact history, and user activity.
AMG-REQ-14	The PBM BOS shall allow an authorized user to select and export transaction and/or trip history and associated vehicle images.

Requirement ID	Requirement
AMG-REQ-15	The PBM BOS shall include the capability to manually and automatically add or remove account flags based on configurable conditions, statuses, and events such as collections, Court, enforcement, bankruptcy.
AMG-REQ-16	The PBM BOS shall allow for the creation of a “Hot” or “Problem” list of license plates through authorized user manual entry or use of an imported list that are exempt from the PBM workflow.
AMG-REQ-17	The PBM BOS shall include the ability to attach incoming and outgoing documents and correspondence, either scanned hardcopies or electronic copies, to the appropriate PBM account.
AMG-REQ-18	The PBM BOS shall include the capability to acquire, store, and assign a primary mailing address, including DMV registered owner, DMV renewal recipient, and customer-provided billing address, in original and validated form (e.g., DMV, National Change of Address (NCOA), skip tracing).
AMG-REQ-19	The PBM BOS shall provide account statuses with configurable flags and parameters.

The PBM BOS shall provide access to account management services via multiple communication channels and methods based on the set of functionalities per the table below.

Table 8: PBM BOS Account Management Access Channels

Functions	Live CSR Assistance	Self- service Website	Self- service IVR	ChatBot
Authenticate User Information (e.g., log on or verify identity)	✓	✓	✓	✓
Add or Update Account Personal Contact Information (e.g., phone, email address)	✓	✓		✓
Make a Payment (e.g., standard violation, fees, one-time, or recurring)	✓	✓	✓	✓
Dispute a Transaction or Charge	✓	✓		✓
Search, View, Print, Request, or Download Violation Notice, Invoice, Statement, Document or Communication	✓	✓		✓
Request Call Back or Enter Virtual Hold			✓	✓
Reset Account Access or Password	✓	✓		✓
ADA Accessibility	✓	✓	✓	✓
View Collections Status	✓	✓	✓	✓
View Court Status	✓			
Check Account Balance or Recent Travel Activity (e.g., check one violation but see whole balance or activity)	✓	✓	✓	✓
Open Request for Refund or Toll Modification	✓	✓		✓
Open Request for Financial Hardship or Notify of Bankruptcy	✓			
Set up a payment plan	✓			
Obtain Contact, Traffic, Toll Rates, Operation Hours, or other General information or news		✓	✓	✓
Add or Update notification preferences	✓	✓		✓
Convert unregistered plate accounts to a Registered Plate Account	✓	✓		✓

2.10 PBM PLATE-BASED ACCOUNT PROGRAM

The PBM BOS shall support prepaid and postpaid license plate-based accounts. Pre/Postpaid accounts shall be established with license plate data obtained directly from the registered vehicle owner.

Prepaid and postpaid license plate accounts shall be charged a rate above the AVI toll rate.

If a customer maintains a prepaid balance on the account and an email address has been provided, the PBM BOS shall send the account statement electronically to the customer. If no email address is provided and/or the customer is a postpaid customer, the PBM BOS shall generate and mail the statement to the customer's billing address. If the customer is postpaid with an email address on file but fails to pay the account balance within a configurable period, then the PBM BOS shall mail the account statement to the customer's address.

CTRMA may choose at some point in the future to share a License Plate Validation (LVL) list containing all CTRMA prepaid and postpaid license plates with the DPS for further processing.

Table 9: Prepaid Plate Account Management Requirements

Requirement ID	Requirement
PRE-REQ-1	The PBM BOS shall allow users with the appropriate user roles/privileges to access Prepaid Registered Plate Accounts management system, including all screens/GUIs, menus, dashboards, reports, and related functionality, appropriate with role permissions.
PRE-REQ-2	The PBM BOS shall utilize address standardization for all Prepaid Registered Plate Accounts created via the PBM website (external) or PBM BOS (internal).
PRE-REQ-3	The PBM BOS shall perform email validation for all Prepaid Registered Plate Account customers before electronically transmitting correspondence (e.g. customer statements, notifications, reminders, etc.).
PRE-REQ-4	The PBM BOS shall require the account type, Individual or Commercial, for all Prepaid Plate accounts.
PRE-REQ-5	The PBM BOS shall allow the user to enter a business name for Prepaid Registered Plate Accounts designated as commercial.
PRE-REQ-6	The PBM BOS shall require a customer acknowledgement for the use of automatic payments associated with Prepaid Plate Accounts

Table 10: Postpaid Plate Account Management Requirements

Requirement ID	Requirement
POS-REQ-1	The PBM BOS shall allow users with the appropriate user roles/privileges to access Postpaid Registered Plate Accounts management system, including all screens/GUIs, menus, dashboards, reports, and related functionality, appropriate with role permissions.
POS-REQ-2	The PBM BOS shall utilize address standardization for all Postpaid Registered Plate Accounts created via the PBM website (external) or PBM GUI (internal).
POS-REQ-3	The PBM BOS shall perform email validation for all Postpaid Registered Plate Account customers before transmitting any correspondence (e.g. customer statements, notifications, reminders, etc.).
POS-REQ-4	The PBM BOS shall require the account type (individual or commercial) for all Postpaid Plate accounts.
POS-REQ-5	The PBM BOS shall allow the user to enter a business name for Postpaid Plate accounts designated as commercial.
POS-REQ-6	The PBM BOS shall allow bulk upload of license plates to an account to support add/edit/delete functionality of customer license plate data.
POS-REQ-7	The PBM BOS shall require a customer acknowledgement for the use of automatic payments associated with Postpaid Plate Accounts

2.11 IMAGE REVIEW (OPTIONAL)

Image processing is currently conducted by the roadside Toll System Integrator (TSI). A fully formed transaction inclusive of toll amount due, license plate details (plate number and jurisdiction), a region of interest (ROI) image and front and/or rear images shall be provided to the PBM BOS Contractor for processing. However, CTRMA may, during the term of this contract, choose to task the PBM BOS Contractor with image processing responsibility in place of the current methods. To that end, the Contractor shall provide an image processing solution to CTRMA for review and optional inclusion in the overall solution. CTRMA intends to purchase this as a service based on a per-transaction (not per-image) fee structure.

2.12 CUSTOMER SERVICE OPERATIONS (CSO)

The Contractor shall provide all office space, staff, software, hardware, and the equipment required to support all back office administrative and operational tasks to meet the required SLAs as stated in Appendix B. The Contractor shall implement a program with the following goals and objectives:

1. Lowering CTRMA's violation rates by way of deterrent (collections, enforcement),
2. Improving collection rates at the earlier stages of the PBM invoicing cycle
3. Encouraging PBM customers to become electronic toll transponder account holders
4. Establishing prepaid plate-based accounts for customers uninterested in a toll transponder account
5. Establishing postpaid plate-based accounts for commercial customers with vehicle fleets

The Contractor shall provide necessary staff to manage the CSO and support all customer communications and interactions, including bilingual support, of all communication channels (phone, chat, email, in person) during CSC operation hours.

The Contractor shall fully equip CSO account management functionality to provide the following services:

1. Payment Channels and Processing
2. Payment Plans
3. Customer Inquiry and Dispute Management
4. Customer Relationship Management

The Contractor shall allow access to the above services via the channels:

1. Online Customer Service Center Website
2. CTRMA-Developed Mobile Application Integration
3. Integrated Voice Recognition (IVR) and Call Distribution Management
4. ChatBot and Live Chat
5. Walk In Center

The following table provides CSO requirements.

Table 11: CSO Requirements

Requirement ID	Requirement
CSO-REQ-1	The location of the CSO center is subject to the CTRMA approval and must be located within the contiguous United States.
CSO-REQ-2	The PBM BOS shall provide an integrated CDM/call handling system that shall utilize the existing toll-free number through which customers can contact the customer service center.
CSO-REQ-3	The PBM BOS shall contain unified messaging to allow integration with the CSO interactions - ensure that information passes from all communication channels to the PBM BOS so that CSRs are immediately informed of customers' experiences through self-service when escalations to live agents occurs.
CSO-REQ-4	The PBM BOS shall be noted/informed regarding all activity that occurs from any ingoing/outgoing notice/correspondence and regarding any activity taken by any channel with which the customer interacts.
CSO-REQ-5	The Contractor shall provide a searchable knowledge base made of knowledge articles/job aids approved by CTRMA for use by all CSO staff for training, quality audit, and production and for use by all customer serving applications including natural language recognition responses in the IVR and chat functions.
CSO-REQ-6	<p>The PBM BOS shall possess agent/channel assist capabilities like providing guidance cards, automating call summaries, and other functions to:</p> <ol style="list-style-type: none"> 1. improve consistency in customer handling 2. reduce training time 3. provide consistency in documenting customer accounts 4. reduce after average handle time and after call work 5. notify customers of actions needed to maintain their account in good standing on self-help platforms

2.12.1 Payment Processing

The Contractor will process payments for toll bills, non-payment notices, accounts/invoices in Collections and Habitual Violator status, or transactions at any time during the PBM lifecycle, excluding individual transactions filed with the Court. Payments, including partial payments, shall be applied in First in First out (FIFO) order, paying off the oldest invoice in its entirety before moving to the next oldest invoice. Payment tracking in the PBM BOS shall be traceable and auditable. CTRMA requires that customers can make payments via retail channels in the geographic area of CTRMA toll roads (Austin metro area). The following table provides payment processing system requirements.

The Contractor shall pay any additional service or convenience fees charged by retail payment providers and not charge the customer for any additional charges associated with retail payment processing.

Table 12: Payment Processing Requirements

Requirement ID	Requirement
PAY-REQ-1	The PBM BOS shall accept payments from all sources including: <ol style="list-style-type: none">1. Walk-In Center2. IVR that is available 24x7x3653. Web portal that is available 24x7x3654. CTRMA-developed mobile application that is available 24x7x3655. USPS6. Retail channels (e.g. Walmart, H-E-B, Walgreen's, etc.)7. Walk-In services at TxDMV
PAY-REQ-2	The PBM BOS shall accept payments via the following methods: <ol style="list-style-type: none">1. Credit Card2. Debit Card3. ACH (Automated Clearinghouse)4. EFT (Electronic Funds Transfer)5. PayPal, Venmo (web portal and CTRMA-developed mobile application only)6. Digital Wallet options such as ApplePay and GooglePay7. Cash (Walk-in Center and lockbox only)8. Money Order (Walk-in Center and lockbox only)9. Cashier's Check (Walk-in Center and lockbox only)10. Personal Check (Walk-in Center and lockbox only)
PAY-REQ-3	The PBM BOS shall allow the customer or an authorized user to manually apply payments to a specific invoice(s) based on user selection.

Requirement ID	Requirement
PAY-REQ-4	<p>The PBM BOS shall detail at least the following payment details:</p> <ol style="list-style-type: none"> 1. Date 2. Amount 3. Source (where the payment was processed) 4. Method (what instrument was used to process the payment) 5. Unique and searchable reference number/ID 6. Payment disposition (success/failure)
PAY-REQ-5	<p>The PBM BOS shall produce a receipt for the customer upon request for any payment submitted by any channel.</p>
PAY-REQ-6	<p>The PBM BOS shall apply a nonsufficient funds (NSF) fee if a check is returned for insufficient funds.</p>
PAY-REQ-7	<p>The Contractor shall reconcile all bank and merchant accounts daily, including payments, reversals, chargebacks, and NSF to all financial activity recorded in the PBM BOS, including payments processed through the Lockbox and Walk-in locations.</p>
PAY-REQ-8	<p>The PBM BOS shall allow an authorized user to transfer payments from one account to another account.</p>
PAY-REQ-9	<p>The PBM BOS shall provide a tool, report, or system procedure to identify candidate accounts for possibly applying overpayments based on criteria such as the same owner's name, address, and/or vehicle information.</p>

2.12.2 Payment Plans

CTRMA allows the establishment of payment plans in cases where the customer is unable to satisfy their balance with a single payment. A payment plan agreement between CTRMA and the customer must be made in writing and clearly state the terms including the total amount due in tolls and fees, the duration of the agreement, and the amount of each payment.

The Contractor shall develop all payment plan correspondence for CTRMA review and approval.

Payment plans may be established by customers during any phase of the PBM billing cycle, including all areas of enforcement, excluding any transaction(s) filed with the Court.

The following table provides payment plan system requirements.

Table 13: Payment Plan Requirements

Requirement ID	Requirement
PPL-REQ-1	The PBM BOS shall allow payment plan statuses: <ol style="list-style-type: none">1. Initiated, pending first term payment2. Active, in good standing3. Paid in full, closed/resolved4. Late, but not yet defaulted5. Defaulted6. Canceled (not considered as a defaulted payment plan)
PPL-REQ-2	The PBM BOS shall allow for a configurable payment plan terms including the payment plan amount and payment plan term.
PPL-REQ-3	The PBM BOS shall record the number of payment plans, including previous and current, assigned to each account and flag an account exceeding the number of allowed payment plans.
PPL-REQ-4	The PBM BOS shall allow an authorized user to ‘cancel’ payment plans.
PPL-REQ-5	The PBM BOS shall not count a canceled payment plan in consideration for creation of a new payment plan.
PPL-REQ-6	The PBM BOS shall allow the customer to select the method of payment plan correspondence, USPS or email, and record acknowledgement of the customer’s choice.
PPL-REQ-7	The PBM BOS shall send correspondence informing the customer the payment plan was satisfied in full.

Requirement ID	Requirement
PPL-REQ-8	<p>The PBM BOS shall send payment plan agreements including the following information:</p> <ol style="list-style-type: none"> 1. List of all invoices included in the payment plan 2. Total value of payment plan 3. Value of payment expected 4. Date payments are expected 5. Details regarding default 6. Statement regarding sanctions that may apply if payment plan is defaulted
PPL-REQ-9	<p>The PBM BOS shall send a late payment notification if payment is not received by a configurable number of days after a payment due date.</p>
PPL-REQ-10	<p>The PBM BOS shall send a default notification if payment is not received by a configurable number of days after a payment due date.</p>
PPL-REQ-11	<p>The PBM BOS shall consider a payment plan in default if the customer allows TBN to go unpaid by a configurable number of days after the TBN due date.</p>
PPL-REQ-12	<p>The PBM BOS shall allow an authorized user to apply an entire balance, invoice, or individual tolls and fees to be included in the payment plan.</p>
PPL-REQ-13	<p>The PBM BOS shall allow customers to make payments on their payment plans via the payment locations/sources below:</p> <ol style="list-style-type: none"> 1. Walk-In Center 2. IVR 3. Web portal 4. USPS 5. Participating Retail locations 6. CTRMA developed mobile application

2.12.3 Incoming Customer Correspondence

The Contractor shall manage all incoming correspondence originating from customers, including customer inquiries and disputed invoices and toll transactions, that are delivered to CTRMA's PBM CSC or CTRMA's offices via email, Online Customer Service Center Website (OLCSC) portal submission, in person, or physical mail. The Contractor shall utilize an automated system, that is either contained within the PBM BOS or a 3rd party ticket/workflow tracking tool integrated to the PBM BOS to manage all incoming correspondence including logging the request, workflow management, work assignment, status tracking, reporting, and disposition/resolution of all requests.

In conjunction with the PBM BOS, CTRMA currently uses an internal tracking tool, Zendesk, to handle all inquiries and disputes received directly by CTRMA staff via phone, mail, email, or submission via CTRMA's managed website (www.mobilityauthority.com). CTRMA's customer request tracking system is currently licensed and managed by CTRMA and is not integrated with the PBM BOS. CTRMA prefers a shared solution, either provided by the Contractor and adopted by CTRMA staff, or the Contractor and CTRMA utilizing CTRMA's existing tool to streamline the management of disputes and inquiries in the future. CTRMA requires an efficient and timely exchange of information between CTRMA and the PBM Contractor for handling customer inquiries and disputes, including more complex scenarios where both the Contractor and CTRMA staff must take action to resolve a customer request.

Customer correspondence may be submitted to the CSC or directly to CTRMA.

Disputes are generally categorized as any request for dismissal or exemption from toll charges, toll bill, or PBM account balance. Inquiries are generally categorized as requests for information regarding CTRMA's toll road operation or general agency information. Currently, for correspondence submitted directly to CTRMA, the request is assigned to the PBM Contractor if it is categorized as a dispute. If the request is determined to be an inquiry, the request is reviewed and managed by CTRMA staff. If CTRMA determines an inquiry received by CTRMA necessitates an adjustment or dismissal of toll and/or fee charges on a customer account, CTRMA shall notify the PBM Contractor to perform the required action within the PBM BOS.

Under Texas law, customers can dispute toll and fee charges if one of the following criteria is met:

- A customer is no longer the legal owner of the vehicle at the time it was on the toll road
- The vehicle was leased or rented to another entity at the time it was on the toll road
- The vehicle was stolen prior to its use of the toll road

The PBM Contractor is responsible for confirming if the request and supporting document(s) qualifies for one of these exemptions. The customer must submit written proof using a Toll Violation Defense form to prove the vehicle was not legally under their ownership or control at the time the vehicle was on the toll road. The customer must mail or email a copy of the toll bill(s) along with one of the following documents to the CSC:

- A copy of the Texas Motor Vehicle Transfer Notification Form confirming sale or transfer of your vehicle to another owner
- A copy of the rental or lease agreement, which includes the name and address of the party responsible for the car at the time the toll charges were incurred

- A copy of the police report showing the vehicle was reported stolen prior to the time the toll charges were incurred

CTRMA authorizes the Contractor to process toll and fee charge dismissals related to ETCS and/or PBM BOS system processing errors, unique customer scenarios such as bankruptcy, or qualification for CTRMA's QV or Exempt Vehicle programs in accordance with agency policies. Common scenarios that may result in an adjustment or dismissal to the customer's account include the following:

- Valid transponder tag/plate at time of toll transaction - adjusted to AVI toll rate
- Duplicate transaction - dismissal
- Incorrect vehicle class – adjusted to correct vehicle class
- Wrong Plate/Image Mis-key – dismissal

When customers verbally request a dismissal, regardless of the communication channel, CSRs will conduct a preliminary review. If the CSR identifies a prior error on the account and determines the customer is not liable for any charges on their account, immediate efforts should be made to correct the error and address any downstream consequences to assist the customer in resolving the dispute. However, if no errors are obvious or customer proof is needed to substantiate the request for dismissal, the CSR should guide the customer on how to submit a written request for dismissal. There is no limitation of time for a customer to report a dispute, including transactions at the collections, Court, and habitual violator stage.

Dispute procedures must be submitted to CTRMA for approval prior to program implementation to define what is required to evaluate and accept or reject each type of dispute and dismiss any eligible toll and fee charges. The valid (not liable) procedure will detail the action to be taken on the customer's account including dismissal of eligible charges from the customer account and transferring charges to another account. The procedures shall detail monitoring for any statistically significant change in the dispute volume by category requiring further investigation.

The Contractor shall submit response templates for CTRMA approval for each category of disputes for valid, invalid, and insufficient findings. Response templates must direct customers on any action necessary to resolve their dispute. These response templates must be approved prior to implementation to ensure disputes are handled accurately and in a timely manner.

For QV inquiries/disputes, the Contractor shall assign the request to a dedicated, contractor-managed QV team to be handled in accordance with specific QV procedures and policies. Further information regarding the QV program and procedures is defined in Section 2.15 of this Scope of Services.

For Exemption Vehicle Requests, such as qualified fire, police and emergency vehicles, the Contractor shall notify CTRMA staff of all such requests for CTRMA review and approval. Exempt vehicles lists are managed within the CTRMA DPS by CTRMA staff.

While the current process requires the use of separate Contractor and CTRMA managed customer service ticketing systems, CTRMA will consider the use of a shared solution and/or ticket workflow improvements if proposed by the Contractor and determined to be an efficient approach.

Table 14: Customer Inquiry and Dispute Management Requirements

Requirement ID	Requirement
DIS-REQ-1	The PBM BOS shall automatically generate an inquiry/dispute record based on the selection made in submitting the Inquiry/Dispute OLCSC form.
DIS-REQ-2	The PBM BOS shall allow an authorized user to select and assign any toll or fee transactions in dispute at the invoice or transaction level.
DIS-REQ-3	The PBM BOS shall allow an authorized user to manually create an inquiry (unrelated to a specific account, invoice or toll charge) or a dispute for all requests received by email, phone, or mail.
DIS-REQ-4	<p>The PBM BOS shall record the following information for all inquiry / dispute requests:</p> <ol style="list-style-type: none"> 1. Customer First name 2. Customer last name 3. Customer email address 4. Customer phone number 5. Customer street address 6. Customer zip code 7. Customer license plate
DIS-REQ-5	The PBM BOS shall record customer comments for all inquiry requests.
DIS-REQ-6	<p>The PBM BOS shall record the following details associated with each dispute record:</p> <ol style="list-style-type: none"> 1. Start date of disputed toll / fee charges 2. End date of disputed toll / fee charges 3. Dispute category 4. Account # 5. Invoice ID 6. Uploaded documents (if provided) 7. Comments
DIS-REQ-7	The PBM BOS shall provide a special queue and set of categories to provide for special handling of “advanced escalations.” Advanced escalations are complaints filed via the Better Business Bureau, Customer Financial Protection Bureau (CFPB), States’ Attorneys General, media, or other escalated external agency.
DIS-REQ-8	The PBM BOS shall record the source of all inquiries and disputes.

Requirement ID	Requirement
DIS-REQ-9	The PBM BOS shall record the date all inquiries and disputes are created, assign a due date, and the date they are closed/resolved.
DIS-REQ-10	The PBM BOS shall forward general inquiries to a queue and / or the CTRMA ticket management system to be worked on by CTRMA staff.
DIS-REQ-11	The PBM BOS shall utilize a list of dispute reasons (e.g. Stolen Vehicle, Rental / Lease, Sale / Transfer, Wrong / Mis-keyed Plate) for each dispute request.
DIS-REQ-12	If the customer is submitting a dispute using the OLCSC, the OLCSC must require the customer to select a dispute category and shall notify the customer of associated proof to be uploaded, if any, upon submission of the web form.
DIS-REQ-13	The PBM BOS must associate the dispute request, including the dispute category and any uploaded attachments to the customer's individual account if the provided account or invoice ID is matched to a PBM BOS account.
DIS-REQ-14	The PBM BOS shall have a designated queue for CTRMA personnel to access Toll Bill Inquiries where agency approval or assistance is requested.
DIS-REQ-15	The PBM BOS shall pause the aging process for selected invoices and/or toll and fee transactions for a configurable period while a dispute is open/active.
DIS-REQ-16	The PBM BOS shall allow an authorized user to transfer the disputed invoices / transactions to a different account if the liable owner's name and address information is available and verified.
DIS-REQ-17	The PBM BOS shall, when a registered owner is changed or removed by a CSR, roll back the account to ensure it follows normal necessary lifecycle actions as if the date of the change of liability was the date of the transaction. These actions include DMV Registered Owner acquisition, re-application of fees/fines as the lifecycle directs, resending of notices, and any other actions required to allow the account to age as normal.
DIS-REQ-18	The PBM BOS shall resume normal billing processes based on a configurable number of days after determination that the dispute is not valid.
DIS-REQ-19	The PBM BOS shall resume normal billing processes based on a configurable number of days after a customer is asked for required supporting documentation if the documentation is not submitted.

Requirement ID	Requirement
DIS-REQ-20	The PBM BOS shall utilize a list of inquiry statuses (e.g. pending, accepted, rejected, pending customer information) for each record to manage workflows and appearance of the record in queues and reports.
DIS-REQ-21	The PBM BOS shall quantify, track, and report the number of correspondence items received (including inquiries, toll bill inquiries and returned mail) by category and date.

2.12.4 Customer Relationship Management (CRM)

The PBM BOS shall include Customer Relationship Management (CRM) functions that will maintain accurate account information and demographics, support customer service account management functions, and assist in all communication from CTRMA to its customers.

The CRM deals with managing interactions with customers for data gathering to evaluate the services provided and implement improvements where possible. CRM also receives data from customer feedback through various communication channels including phone, email, web chat, social media, and mobile solutions. The goal of CTRMA is to determine, based on customer input, how well the PBM program meets customers' needs and expectations while seeking opportunities for improvement.

CTRMA requires the ability to gather immediate feedback from customers after they interact with the customer service center through surveys, regardless of the method of contact. In addition, the Contractor must describe what CRM activities the proposer recommends for this project.

The following table provides the PBM BOS and customer interaction requirements.

Table 15: Customer Relationship Management (CRM) Requirements

Requirement ID	Requirement
CRM-REQ-1	The PBM BOS shall store, track, and modify customer information within an account.
CRM-REQ-2	The PBM BOS shall track inbound and outbound communication.
CRM-REQ-3	The PBM BOS shall allow search, view, and edit demographic information (e.g., customer name, address, phone number, email address).
CRM-REQ-4	The PBM BOS shall provide pre-set speed dial for outbound calls directly from the CRM for to the customer.
CRM-REQ-5	The PBM BOS shall store communication templates and set configurable parameters (e.g., frequency, urgency) for each communication channel (e.g., email, text, notification).
CRM-REQ-6	The PBM BOS shall require the customer's validation of a customer email address if an email address is provided.
CRM-REQ-7	The PBM BOS shall require the customer's confirmation for texting and SMS communication.
CRM-REQ-8	The PBM BOS shall maintain a history of all previous addresses, address sources, and address types by date.

Requirement ID	Requirement
CRM-REQ-9	The PBM BOS shall allow a search for a customer by any data entry field available on the account.
CRM-REQ-10	The PBM BOS shall support customer surveys and record customer survey responses by voice, chat, callback, or email.
CRM-REQ-11	The PBM BOS shall document failed communication attempts and mark the information as "undeliverable" or similar after a configurable number of delivery attempts.
CRM-REQ-12	The PBM BOS shall provide CSRs address standardization based on the UPSPS or the Melissa Address Key (MAK) standard address check tool.
CRM-REQ-13	The PBM BOS shall provide the capability to initiate an automated skip-tracing process.
CRM-REQ-14	The PBM BOS shall reverify the registered owner's name and address before posting any PBM transactions for out-of-state plates based on a configurable time period.
CRM-REQ-15	The PBM BOS shall reverify the registered owner's name and address before posting any instate PBM transactions.
CRM-REQ-16	All PBM invoices must first be mailed to the registered owner address as determined by the Texas or out-of-state DMV record.
CRM-REQ-17	The PBM BOS shall utilize the NCOA database and reattempt delivery of the PBM invoice for any mail returned as undeliverable. If the NCOA fails to result in an updated address, the name and prior address will be sent to a skip trace vendor at least every 30 days for up to 4 months to attempt to obtain an updated address.
CRM-REQ-18	The PBM BOS shall utilize skip tracing for any returned mail without an available NCOA update for up to 2 months to attempt to obtain an updated address.
CRM-REQ-19	The PBM BOS shall include use of an address validation API to verify and standardize all customer entered addresses.

2.12.5 Online Customer Service Center Website

The Contractor shall provide an OLCSC website that supports users with all necessary PBM and Registered Plate Account management and payment functionality. The Contractor shall work with CTRMA to integrate and link the OLCSC and CTRMA's public webpage (www.mobilityauthority.com) to provide a seamless experience to the user. The OLCSC website

shall have the same look-and-feel as the CTRMA website and the Contractor will coordinate with CTRMA's Marketing and Communications team for design, review, and approval of all OLCSC web pages. CTRMA shall be responsible for the deployment and maintenance of CTRMA's website, including content management. The Contractor shall only be responsible for the deployment and maintenance of the OLCSC.

CTRMA will acquire the domain, manage ongoing renewals, and monitor security certificates for the Contractor-provided OLCSC.

Table 16: General Website Functionality

Requirement ID	Requirement
WEB-REQ-1	The OLCSC shall be device and browser-agnostic.
WEB-REQ-2	The Contractor shall provide web analytics tools to track, measure, and report on all OLCSC activity for the purpose of understanding and optimizing website usage, business and market research, and to assess and improve the effectiveness of the OLCSC.
WEB-REQ-3	OLCSC shall include online chat functionality, accessible via the website, that allows customers to initiate a chat.
WEB-REQ-4	The OLCSC shall allow a user to login as a PBM customer or a Registered Plate Account customer.
WEB-REQ-5	The OLCSC shall be mobile device friendly, detect and provide pages and content optimized to provide a “mobile experience” such as performance, accessibility, user experience (UX), user interface design (UI), and security.
WEB-REQ-6	The OLCSC shall be optimized for web navigation, speed, screen presentation, and consistent user experience, regardless of the web browser used.
WEB-REQ-7	The OLCSC shall detect and advise if the browser being used is out-of-date or not supported.
WEB-REQ-8	The OLCSC shall log all account actions taken by an OLCSC user and record those activities in the PBM BOS.
WEB-REQ-9	The OLCSC shall provide "forgot username" and "forgot password" links and related workflows.
WEB-REQ-10	The OLCSC shall require acknowledgement of terms and conditions when accessing system and record the acknowledgment prior to establishing an account.
WEB-REQ-11	The OLCSC shall obtain acknowledgement from users for consent to use cookies on their device.
WEB-REQ-12	<p>The OLCSC shall allow a PBM customer to submit a dispute using a web form using the following fields:</p> <ol style="list-style-type: none"> 1. Customer information <ol style="list-style-type: none"> i) Name

Requirement ID	Requirement
	<ul style="list-style-type: none"> ii) Address iii) Contact method (email or phone) iv) Invoice # v) Account # vi) License Plate # <ol style="list-style-type: none"> 2. Category / Reason 3. Description of issue 4. Upload an attachment
WEB-REQ-13	The OLCSC shall support customizable alerts such as agency news, toll road information, or security alerts when a user accesses their account.
WEB-REQ-14	The PBM BOS shall include a customer-facing content and functionality that can be displayed, communicated, and scripted in English or Spanish, with preferences remembered for subsequent user interactions
WEB-REQ-15	The OLCSC shall include use of an address validation API to verify and standardize all customer entered addresses.
WEB-REQ-16	The OCLSC shall inform customers of potential cost savings if they open a transponder account (e.g. NTTA, HCTRA).

Table 17: OLCSC PBM Account Functionality

Requirement ID	Requirement
WEB-REQ-17	<p>The OLCSC shall provide a method for PBM customers to access their account using one of the following input fields:</p> <ul style="list-style-type: none"> • Invoice Number, and, • License Plate <p>Or</p> <ul style="list-style-type: none"> • License Plate #, and, • Zip Code
WEB-REQ-18	<p>The OLCSC shall restrict the display of Personally Identifiable Information (PII) when viewing a PBM account via the website for all users, including any information that could detail a path of travel.</p>
WEB-REQ-19	<p>The OLCSC shall allow an authorized PBM customer to view and submit payment for all unpaid invoices for all stages of the PBM workflow, (PBM, Collections, HV, excluding transactions filed at Court.</p>
WEB-REQ-20	<p>The OLCSC shall display the following details for each PBM account invoice:</p> <ol style="list-style-type: none"> 1. Invoice # 2. Invoice Date 3. Due Date 4. Invoice Status 5. Invoice Amount 6. Payment(s)/ Adjustment(s) 7. Toll Amount 8. Fee Amount 9. Total Amount due
WEB-REQ-21	<p>The OLCSC shall display the following details for each PBM account with balances owed at collections, separated by collection agency:</p> <ol style="list-style-type: none"> 1. Invoice # 2. Invoice Date 3. Due Date 4. Invoice Status 5. Invoice Amount 6. Payment(s)/ Adjustment(s) 7. Toll Amount 8. Fee Amount 9. Total Amount due

Requirement ID	Requirement
WEB-REQ-22	The OLCSC shall allow a PBM customer to pay any amount, up to the total sum of all unpaid invoice amounts or enter a custom amount for payment less than the total amount due.
WEB-REQ-23	The OLCSC shall interface with user device and browser's security features, such as biometrics for login and auto-populate feature, where applicable.
WEB-REQ-24	The OLSCS shall clearly display HV related information for customers in active HV status.

Table 18: OLCSC Registered Plate Account Functionality

Requirement ID	Requirement
WEB-REQ-25	The OLCSC shall allow a customer to securely create a Registered Plate Account by establishing a unique user ID and password.
WEB-REQ-26	The OLCSC shall require a Registered Plate Account creation is completed prior to account activation (e.g., name, address, vehicle information, contact method, payment information, etc.).
WEB-REQ-27	The OLCSC shall allow an authorized user to add or update a credit card on the account and make a one-time payment.
WEB-REQ-28	The OLCSC shall allow an authorized Registered Plate Account customer to add or update account address and mailing information.
WEB-REQ-29	The OLCSC shall allow an authorized Registered Plate Account customer to add or update an email address.
WEB-REQ-30	The OLCSC shall require an authorized Registered Plate Account customer to verify an email address.
WEB-REQ-31	The OLCSC shall allow an authorized Registered Plate Account customer to add, remove, and update vehicle information (make, model) and license plate information (license plate number and license plate state).
WEB-REQ-32	The OLCSC shall allow an authorized Registered Plate Account customer to generate and download on-demand statements, transactions, or payment reports based on specific criteria (e.g. date range, license plate, etc.) in .xlsx and .pdf format.
WEB-REQ-33	The OLCSC shall allow an authorized user to view all correspondence associated with the Registered Plate Account.
WEB-REQ-34	The OLCSC shall allow an authorized Registered Plate Account customer to view account history including transactions, activity, and payments.
WEB-REQ-35	The OLCSC shall allow an authorized Registered Plate Account customer to view and manage communication methods (mail, email, SMS) for each type of correspondence.

Requirement ID	Requirement
WEB-REQ-36	The PBM BOS shall allow an authorized user to add, edit, and remove vehicles (make, model, year, license plate, start date, end date, etc.) for submission via the web portal using a standard template.

2.12.6 CTRMA-Developed Mobile Application Integration

CTRMA is currently developing a mobile application and requires that the PBM BOS provides APIs to support management of Pay By Mail, Registered Plate Account, and possibly Transponder based accounts.

General functionality includes allowing users to manage account information such as demographics, vehicles, and payment processing via the mobile application resulting in real time updates in the PBM BOS system.

Table 19: CTRMA-Developed Mobile Application Integration Requirements

Requirement ID	Requirement
MBL-REQ-1	The PBM BOS shall interface with the CTRMA-developed mobile application via API to send and receive data and ensure the PBM BOS and CTRMA-developed mobile application reflects activity in real time originating from either application.

Table 20: PBM Account Mobile App Integration Functions

Functions	Self-service Mobile App
Authenticate User Information (e.g., log on or verify identity)	✓
Add or Update Account Personal Contact Information (e.g., phone, email address)	✓
Make a Payment (e.g., standard violation, fees, one-time, or recurring)	✓
Dispute a Transaction or Charge	✓
View Collections Status	
View Court Status	
Check Account Balance or Recent Travel Activity	✓
Set up a payment plan	
Convert PBM account to a Registered Plate account	✓

Table 21: Registered Plate Account Mobile App Integration Functions

Functions	Self-service Mobile App
Authenticate User Information (e.g., log on or verify identity)	✓
Manage Account Replenishment or Recurring Payment Options	✓
Make a onetime payment	✓
Add or Update Account Personal Contact Information (e.g., phone, email address)	✓
Open Account	✓
Close Account	✓
Add Vehicle to Account	✓
Remove Vehicle from the Account	✓
Add License Plate Information	✓
Remove or Modify License Plate Information	✓
Add Payment Information	✓
Remove or Modify Payment Information	✓
Manage Account Notification or Alert Options	✓

2.12.7 Call Distribution Management (CDM) and Integrated Voice Recognition (IVR)

The Contractor shall provide a fully capable and integrated natural language based IVR system to provide self-service options and after-hours operations. The CDM/IVR shall manage all calls with features such as call processing, call queuing, and voicemail. Services offered via the IVR shall be available in at least English and Spanish.

The following table provides the PBM BOS CDM requirements.

Table 22: CDM Requirements

Requirement ID	Requirement
CDM-REQ-1	The Contractor shall provision an IVR and CDM solution that allows CSRs to receive inbound and make outbound calls, from onsite and remote locations.
CDM-REQ-2	The Contractor shall maintain a toll-free telephone number for customer service and include the number on all correspondence to customers.
CDM-REQ-3	The Contractor shall utilize the existing toll-free number through which customers can contact the customer service center.
CDM-REQ-4	The CDM system shall allow for a sufficient number of concurrent calls to achieve performance stated in Appendix B.
CDM-REQ-5	The IVR shall identify the customer's chosen language and provide all utterances in at least English and Spanish in response to the customer's language choice.
CDM-REQ-6	The IVR shall include the following education functions: <ol style="list-style-type: none">1. A message up front for general announcement that can be used by CTRMA for traffic notifications, system outages, etc.2. Category-specific instructions for document submission requirements and methods (dispute, Qualified Veteran (QV), account adjustment request, etc.) using natural language customer question to categorize the inquiry3. Instructions for and benefits of obtaining a transponder
CDM-REQ-7	The IVR shall include the following natural language functions: <ol style="list-style-type: none">1. A natural language ability where customers can request conversationally what they need and skip previously linear menu levels of "Press 1" to arrive at the optimal IVR functionality2. Offer customers the ability to register voice for future voice verification3. Verify the customer using voice verification or, if not available, two-factor verification4. Optimized natural language functions that easily interpret letters and number for license plate entry

Requirement ID	Requirement
	<ol style="list-style-type: none"> 5. Honor request to transfer to the agent from any location on the IVR menu or if the IVR identifies that the customer request cannot be satisfied during CSC hours or leave a message during non-CSC hours. 6. Provide answers to frequently asked questions based upon knowledge articles/job aids approved by CTRMA
CDM-REQ-8	<p>The IVR shall include the following self-help functions after the customer verifies their account:</p> <ol style="list-style-type: none"> 1. Verify individual invoice and total account balance based upon: <ol style="list-style-type: none"> a. a license plate verification b. a notice number verification c. a payment plan verification 2. Process individual invoice, total account, and/or payment plan individual payments based upon: <ol style="list-style-type: none"> a. a license plate verification b. a notice number verification c. a payment plan verification 3. Update, add, remove demographic and payment information 4. Retrieve and provide account status such as open, closed, in collections, at Court, HV, etc.
CDM-REQ-9	The IVR shall pass verification status to a CSR if the customer is routed from the IVR to a live representative to mitigate the need for double verification.
CDM-REQ-10	The CDM shall have customer convenience features including the ability to leave a callback number so that a CSR can call the customer back without losing their place in the queue.
CDM-REQ-11	The Contractor shall digitally record all inbound and outbound calls, including escalated calls, and shall have the ability to configure call recordings based on business rules (recordings shall be stored for a minimum of two years and retrieval within 24 hours).
CDM-REQ-12	The CDM solution shall be used to auto-dial customers, deliver messages, play the spoken name, and ask the caller for confirmation.
CDM-REQ-13	The IVR shall integrate with the Payment Processor for processing Credit Card information while maintaining compliance with PCI DSS requirements.
CDM-REQ-14	The CDM solution shall offer a method for a customer to provide an electronic payment within a live agent call without the customer exposing their payment data to the CSR.

Requirement ID	Requirement
CDM-REQ-15	The IVR shall have the capability to limit the types of transactions and activities customers can access via the IVR-based on account attributes.
CDM-REQ-16	The CDM solution shall contain a dashboard that allows operations management to monitor the performance of the CSC operations (e.g., SLAs, call times, efficiency).
CDM-REQ-17	<p>The Contractor will provide the following supervisory CDM management tools:</p> <ol style="list-style-type: none"> 1. Access real-time agent performance statistics 2. Access real-time group performance statistics 3. CSR development tools 4. Call de-escalation tools (e.g., Barge and Whisper)
CDM-REQ-18	The CDM/IVR shall support virtual call backs allowing customers to select the option of receiving a call back when an agent is available.

2.12.8 Customer Service Call Center (CSC)

The Contractor shall provide a call center to assist customers via telephone in resolving their inquiries and customer account service needs.

The following table provides CSC requirements.

Table 23: CSC Requirements

Requirement ID	Requirement
CSC-REQ-1	The PBM BOS shall allow CSRs to receive inbound and make outbound calls through CDM solution, from both onsite and remote locations.
CSC-REQ-2	The Contractor shall forecast call volumes and associated necessary staff to answer calls within the required service levels detailed in Appendix B.
CSC-REQ-3	The Contractor shall support agent-assisted customer calls regarding account management, payment processing, disputes, and inquiries for a period of no less than 10.5 hours a day (7:30 am to 6:00 pm Central Time), five (5) days a week, excluding CTRMA approved holidays.
CSC-REQ-4	The Contractor shall staff the required number of bilingual employees (English and Spanish) to accommodate projected Spanish speaking customer volumes.
CSC-REQ-5	The Contractor shall facilitate a method to assist customers who speak languages other than English and Spanish.

2.12.9 ChatBot and LiveChat

The Contractor shall provide a chat solution that includes both a chatbot and live agent chat option. The solution should help to improve CTRMA's customer service and support, increase response times and provide a streamlined user experience. The chat solution should:

- Offer instant responses to common queries
- Automate routine tasks allowing human agents to focus on more complex tasks
- Provide quick and accurate information to improve the user's overall experience
- Collect valuable data on user interactions to help identify trends and areas for improvement
- Ensure consistent responses to queries and reduce the risk of human error
- Proactively notify users of recent changes/issues in the program such as construction, billing issues, or other important updates
- Make information and support accessible to users (English, Spanish) with disabilities through voice and text options
- Easily scale to handle peak times without additional staffing

The following table provides the PBM BOS ChatBot and LiveChat requirements.

Table 24: Chat Requirements

Requirement ID	Requirement
CHT-REQ-1	The Contractor shall implement a chatbot to automatically handle common customer inquiries and tasks.
CHT-REQ-2	The ChatBot shall provide comprehension of the customer request in their natural language
CHT-REQ-3	The ChatBot shall provide customer verification by plate, account number, invoice ID, or payment plan ID
CHT-REQ-4	The ChatBot shall provide a link to the relevant OLCSC webpage based upon the customer's natural language request
CHT-REQ-5	The ChatBot shall provide answers to Frequently Asked Questions (FAQ).
CHT-REQ-6	The ChatBot shall provide responses to inquiries related to toll rates, payment methods, account balances, etc.
CHT-REQ-7	The ChatBot shall provide 24/7/365 support.

Requirement ID	Requirement
CHT-REQ-8	The ChatBot shall provide multi-lingual support communicating with the customer in their chosen language.
CHT-REQ-9	The ChatBot should facilitate transponder account requests including the benefits of transponder usage and a link to eligible agency websites.
CHT-REQ-10	The Contractor shall provide a live agent chat option for more complex issues, only if live agents are available, or provide estimated wait times if live agents are not immediately available.
CHT-REQ-11	The Contractor shall analyze chatbot interactions, including unresolved requests or items associated with transfers to a live agent to continuously improve ChatBot support.
CHT-REQ-12	The Contractor shall ensure staffing is in place during call center hours to provide live agent support, including handling of any calls and/or chats in queue immediately prior to closing (e.g. in queue at 5:59:59 PM).
CHT-REQ-13	The Contractor shall draft and submit for CTRMA's approval live chat 'scripts' used in responding to common questions and inquiries.
CHT-REQ-14	The Contractor shall draft and submit for CTRMA's approval a live chat training module.
CHT-REQ-15	The PBM BOS CDM system shall include tools to monitor and evaluate agent performance including call and chat recording and analytics.

2.12.10 Walk In Center (WIC)

The Contractor shall staff a WIC at the required (location(s) TBD) to accept payments, answer questions, handle disputes, and provide supporting account information and documentation. The goals of the WIC include:

1. **Prompt Assistance:** Aim to minimize wait times and ensure customers receive timely assistance.
2. **Accurate Information:** Provide precise and up-to-date information regarding toll rates, payment options, account balances, and other inquiries.
3. **Personalized Service:** Tailor interactions to meet the specific needs and preferences of each customer.
4. **Problem Resolution:** Resolve issues efficiently and effectively on the first visit whenever possible.
5. **Customer Education:** Educate customers on how to use CTRMA managed online services, mobile app, and other self-service options to reduce future visits.
6. **Feedback Collection:** Actively seek customer feedback to identify areas for improvement and enhance service quality.
7. **Accessibility:** Make the center accessible to all customers, including those with disabilities, by providing necessary accommodations.
8. **Facilitate Access to Alternative Payment Methods:** Ensure that underbanked customers have access to a variety of payment options beyond traditional banking methods. This includes accepting cash, prepaid cards, mobile payment solutions, and other alternative payment methods.
9. **Proactive Communication:** Inform customers about any changes in toll rates, policies, or other relevant updates proactively.

The following table provides the WIC requirements.

Table 25: WIC Requirements

Requirement ID	Requirement
WIC-REQ-1	The contractor shall ensure sufficient staff at each walk-in customers during all WIC operational hours.
WIC-REQ-2	The Contractor shall have sufficient staffing to cover vacations and sicknesses.
WIC-REQ-3	The Contractor shall support walk-in customer interactions for Monday through Friday, from 7 AM to 7 PM CST, and Saturday from 9:00 AM to 2:00 PM excluding CTRMA approved holidays.
WIC-REQ-4	The Contractor shall ensure all transactions and payments processed in the WIC are reconciled daily through the PBM BOS.

2.13 TRANSPONDER ACCOUNT MANAGEMENT (OPTIONAL SCOPE)

CTRMA currently promotes the use of their interoperable partner's transponder-based accounts (TxDOT's TxTag, NTTA's TollTag, and HCTRA's EZ Tag). CTRMA currently does not issue, manage, or distribute transponders but may choose to do so as part of CTRMA's customer service offerings during the term of this contract.

CTRMA seems an "out of the box" solution that may be implemented with minimal modification and additional software development.

Transponder account management may consist of, but is not limited to, the following:

1. Creating personal and commercial accounts
2. Updating transponder information or status and associated vehicle assignments on an account
3. Setting and modifying replenishment amounts on an account through multiple payment channels based on configurable parameters
4. Managing all transponder workflows, statuses, transfers and assignments
5. Configuring and changing account statuses in real-time
6. Entering and viewing comments on both personal and commercial accounts
7. Creating and modifying account flags such as active, delinquent, pending close, etc.
8. Integrating with the DPS system for file exchange to maintain an accurate, auditable record of transactions and support CUSIOP/SEIOP interoperability
9. Managing transponder inventory
10. Generating and delivering transponder account related correspondence
11. Providing transponder account specific reports including account management and financial related data
12. Website and IVR functionality necessary to support transponder account management including offering customers conversion offers (fee / toll discounts) for establishing a tag account
13. Integration with CTRMA's mobile app to allow customers to self-service account management and payment activity

2.14 ENFORCEMENT

The PBM BOS Contractor shall provide distinct workflows to dictate system actions associated with each enforcement status.

The following table details the Enforcement Requirements.

Table 26: Enforcement Requirements

Requirement ID	Requirement
ENF-REQ-1	The PBM BOS shall send enforcement letters for all stages within the Enforcement period.
ENF-REQ-2	The PBM BOS shall support a customer in multiple phases of enforcement concurrently including collections, HV, and Court.
ENF-REQ-3	The PBM BOS shall clearly indicate within an account screen if a customer is currently in collections, HV, and / or Court status.
ENF-REQ-4	The PBM BOS shall allow an authorized user to manually add or remove an account from any enforcement status.

2.14.1 Collections

Violators who have not fulfilled their account balance by the due date of the 2NP shall enter 3rd party collection processing (collections activities managed under an officially licensed collection company name).

CTRMA requires the Contractor to secure two collection agencies to compete for new placements to ensure optimal collection recovery and SLA achievement. The two agencies must be certified in all states to perform collections and must collect in a manner compliant with the FDCPA and all applicable laws, rulemakings, and court int relations. If the primary Contractor meets all requirements, it may serve as one of the two collection agencies.

Contractor Requirements - Managing Assignments between the Two Collection Agencies

The Contractor shall meet with CTRMA every six months to present liquidation rates and service level results for each collection agency. Based on the performance of each collection agency and CTRMA's approval, the assigned placement volumes shall be adjusted.

1. Initially, the Contractor shall assign an equal share of accounts to each collection agency.
2. Every six months, the Contractor shall evaluate the weighted average of the liquidation rates based on the adjusted placement value for the previous rolling 12-month period. (The first evaluation shall be based on the results of the initial 6 months.)
3. With CTRMA approval, the Contractor shall increase the allocation percentage to the top-performing agency by 5% if one collection firm is collecting more than 1% higher than the other, ensuring accounts for a single LPN/registered owner are not split.
4. CTRMA may request the Contractor to reallocate accounts based upon customer service/SLA results if an agency fails to meet service level metrics outlined in Appendix B.
5. The Contractor shall ensure that no less than 25% of total new accounts are forwarded to a collection agency without written agency approval.

Within five days of entry into the collection process, a CNP shall be mailed to the customer. The Contractor shall submit a collection strategy and associated report including outbound contacts via email, text, or dialing to be implemented after the CNP is mailed.

If an account is selected for Court, any transaction(s) filed with the Court must be recalled from collections and not pursued via traditional collection methods.

The Contractor or their contracted 3rd party collection agency must maintain staffing and equipment to ensure achievement of prescribed service levels as defined in Appendix B.

The following requirements apply to the PBM BOS relating to the assignment of accounts to each Collection agency:

Table 27: Requirements for 3rd Party (external) Collections

Requirement ID	Requirement
COL-REQ-1	The PBM BOS shall ensure all eligible open accounts associated with a single LPN/registered owner combination shall be placed with the same collection agency to avoid multiple contacts for the registered owner. Future opened accounts for the same LPN/registered owner combination shall always go to the agency who received the registered owner's first account.
COL-REQ-2	The PBM BOS shall track monthly collection agency liquidation levels for each batch, adjusted for appropriately applied dismissals. Liquidation is measured by the amount collected on a batch divided by the placement value minus dismissals.

Collection Agency Requirements

Both contracted 3rd party collection agencies must maintain staffing and equipment to ensure achievement of prescribed service levels as defined in Appendix B, and must have a system capable of performing the system requirements below. The Contractor and/or Collection Agencies must:

1. Implement data integrity procedures to ensure each file and record is loaded only once.
2. Utilize a file naming convention and file handling process allowing multiple files to be accepted/placed daily with no loss of data integrity.
3. Exchange data securely via Secure File Transfer Protocols (SFTP) or secure APIs.
4. Ensure all data including demographic, account and balance data (NSF, chargebacks, reversals, dismissals, etc.), are reconciled and in alignment between the Collection System and the PBM BOS.
5. Reconcile all account balances and statuses between the BOS and Collection System 90 days after collections processing begins or after any change is made to the interface and annually thereafter.
6. Complete a root cause analysis for any mismatch information from the reconciliation and implement new programming to maintain future alignment for each cause identified.
7. Return to the PBM BOS overpayments within 60 days if the collection agency cannot apply the money to another RO/LPN combination within their system.
8. Provide a receipt to the customer, if requested, for any payment made.
9. Follow all requirements in the section, Incoming Customer Correspondence.
10. Maintain copies of all outbound correspondence and make copies available to resolve customer escalations.
11. Process refunds as requested by the customer if funds were applied in error to an account and/or it is determined the customer has no other outstanding balance with the agency.

The following requirements applies to both collection agency systems.:

Table 28: Requirements for 3rd Party (external) Collections

Requirement ID	Requirement
COL-REQ-3	The collection system shall accept placements from the PBM BOS, if collection processes are performed outside the PBM BOS.
COL-REQ-4	The collection system shall exchange files/data each business day to transmit and receive changes in balances, statuses, and demographic information on accounts.
COL-REQ-5	The collection system must report to the PBM BOS when a customer has requested a Cease and Desist.
COL-REQ-6	The collection system shall support audit functions to ensure all files and records are correctly processed or rejected back to the file originator for correction and resubmission.
COL-REQ-7	The collection system shall support recalls initiated by the PBM BOS at the transaction level (not the invoice level).
COL-REQ-8	The collection system shall prevent immediate, duplicate submission of a payment offered by the customer via an electronic platform.
COL-REQ-9	The collection system shall place a deceased and bankruptcy scrub on all accounts that are placed in collections and take appropriate action if a positive hit is received.
COL-REQ-10	The collection system shall ensure all payment plan statuses added after placements are sent to and received from the PBM BOS in a manner allowing sanction management.
COL-REQ-11	The collection system shall allow customer-submitted documents to be indexed or attached to the customer's account and made retrievable for the duration of the contract.
COL-REQ-12	The collection system shall maintain in electronic format all outbound correspondence, including standard and custom responses, including the date and method of customer delivery.
COL-REQ-13	The collection system shall handle demographic updates from sources such as NCOA and skip tracing services via files or automated means and maintain historical demographic information including addresses associated with undeliverable mail.

Collection Agency Operations

The collection agency, if collection activities are done by an entity other than the Contractor, shall assign an ongoing relationship manager that will be responsible to:

1. Monitor program performance
2. Manage program issues including:
 - a. Achievement of all performance requirements
 - b. Tracking of action items associated with failing requirements
 - c. Identification and management to completion of any outstanding reconciliation issues including root cause resolution
 - d. Escalation issues requiring coordination between at least two of the three agencies to resolve customer issues - Tolling Agency, Contractor and collection agency
 - e. Obtaining approval of program- supporting collection agency documents that need client approval including agency specific customer communications, call scripts, and CTRMA-specific job aids (including dispute and general knowledge related information aids).
 - f. Other ad hoc issues needed to support a collaborative collection program

2.14.2 Habitual Violator

The Habitual Violator (HV) program, under Texas Transportation Code 372.106, defines a HV as a registered vehicle owner who has been issued two notices of non-payment for 100 or more unpaid toll charges within a 12-month period. Vehicle owners determined as a HV shall be identified and tracked within the PBM BOS for the purpose of monitoring HV status and applying statutory enforcement remedies.

The PBM BOS should track HV eligibility criteria, manage the workflow associated with the HV program, send HV correspondence to customers as they qualify for HV stages and remedies, manage appeals from the customers, and provide HV related performance, payment, and associated PBM account reports.

The HV business rules and process flows direct HV notification letters. The PBM BOS must be able to send all associated CTRMA-approved HV notifications to comply with process requirements.

The primary stages of the HV process are as follows:

HV Pre-determination

- In the HV pre-determination stage, CTRMA sends a Courtesy letter to the registered owner of the vehicle to the address on file with the DMV. The pre-determination letter notifies the owner that they meet the Habitual Violator requirements and have 30 days to contact CTRMA and resolve their outstanding balance before they enter HV status.

HV Determination

- If the registered owner does not resolve their account balance, the registered owner is eligible for HV determination status. CTRMA sends another letter notifying the registered owner they have been determined to be a habitual violator and have 30 days to request an appeal. This determination is final should the owner fail to reach out to CTRMA within 30 days.

HV Enforcement Remedies – Vehicle Registration Block

- Once the registered owner status as a habitual violator is determined to be final, the CTRMA PBM BOS initiates a process with the TxDMV, following the TxDMV Scofflaw process and DMV interface, to flag the registered owner's vehicle record with a registration hold based on the TxDMV title number. Once the registration hold is in place, the PBM BOS will flag the account accordingly and the registered owner will be blocked from registration renewal within the TxDMV system until the registration block is cleared.

HV Enforcement Remedies – Prohibition

- Once the registered owner's status as a habitual violator is determined to be final, the CTRMA PBM BOS will generate a list of prohibited vehicles in preparation for CTRMA board review and approval during the monthly CTRMA board meeting. Once approval is confirmed, the PBM BOS will flag the account accordingly and the vehicle owner is prohibited from driving on CTRMA toll facilities 10 days after a notice of prohibition is mailed to the registered owner.

HV Enforcement Remedies – Impoundment

- Once the registered owner’s status as a habitual violator is determined to be final, and the CTRMA board has approved prohibition of the registered owner’s vehicle, the registered owner’s license plate is added to a “hot list” and transmitted to CTRMA’s ALPR system. The registered owner’s vehicle is subject to being stopped by County law enforcement, contracted by CTRMA, if an officer is alerted to the vehicle’s presence on a CTRMA toll facility.

Law enforcement officers access an online file share system hosted by CTRMA and integrated with CTRMA’s PBM BOS to review information about the registered owner’s HV status and balance owed, vehicle information, account history, past stops, and eligibility for impoundment. Officers may issue an additional verbal and written warning of the registered owner’s prohibition, including a Notice of Intent to Impound, and consequences for continued use of CTRMA’s toll facilities. Once a prohibited registered owner has been stopped 3 or more times and has been provided legal notice of intent to impound, the vehicle is eligible for towing and impoundment.

The PBM BOS shall log all process service attempts, and officer-provided blue and red cards issued as depicted in the flow chart and provide the ALPR vendor with the information needed to properly interact with the HV program.

If Law Enforcement is unable to deliver the Notice of Intent to impound to the registered owner of the vehicle during the stop, the Contractor will initiate the steps to attempt delivery by a Certified Process Server. The Certified Process Server will communicate results of their efforts to the PBM BOS to be recorded to the customer’s account.

The Contractor shall submit all HV letter templates for CTRMA review and approval, including required data elements, system triggers for HV notification generation, and manage the print and mail process.

The following table depicts the HV requirements:

Table 29: Requirements for Habitual Violator

Requirement ID	Requirement
HV-REQ-1	The PBM BOS shall allow an authorized user to upload a customer’s request for Court, apply a Court filing fee, assign a Justice of the Peace (JP) jurisdiction, input a Court hearing date and reflect status as HV hearing requested.
HV-REQ-2	The PBM BOS shall allow for exclusions of HV eligibility.
HV-REQ-3	The PBM BOS shall allow an authorized user to upload a customer’s request for an appeal, input a Court appeal date, and reflect status as HV appeal requested.

Requirement ID	Requirement
HV-REQ-4	The PBM BOS shall automatically and no less than daily check all PBM BOS accounts for changes in HV determination and HV remedy status
HV-REQ-5	<p>The PBM BOS shall allow for assignment/payment/dismissal of configurable HV fees amounts including the following:</p> <ul style="list-style-type: none"> • Enhanced Enforcement fee • Court Filing fee
HV-REQ-6	<p>The PBM BOS shall support the HV hearing and appeal process including the following statuses:</p> <ul style="list-style-type: none"> • JP Hearing requested • JP Hearing disposition • Appeal hearing requested • Appeal hearing disposition
HV-REQ-7	The PBM BOS shall generate a prohibition list/report for CTRMA Board approval and mark all associated accounts as pending Board Prohibition approval.
HV-REQ-8	The PBM BOS shall record CTRMA Board approval/denial of prohibition and generate the Prohibition Notice for all approved accounts and note the account as prohibition approved.
HV-REQ-9	The PBM BOS shall allow an authorized user to manually apply/remove a defined HV status and/or HV remedy
HV-REQ-10	The PBM BOS must assign, track, and remove all stages of the HV determination workflow and reflect status of HV processing.
HV-REQ-11	The PBM BOS must assign, track, and remove all stages of HV remedies workflow and reflect status of and within HV remedies.
HV-REQ-12	The PBM BOS shall generate all required HV correspondence and notifications.
HV-REQ-13	The PBM BOS shall interface with the TxDMV, in accordance with the Texas Scofflaw process, to place and remove registration holds for eligible HV status accounts
HV-REQ-14	The PBM BOS shall interface with CTRMA's 3 rd Party ALPR system to add/update/remove HV eligible license plates to a HV Hot List

Requirement ID	Requirement
HV-REQ-15	The PBM BOS shall interface with the Contractor's 3 rd Party process server to communicate a Notice of Intent to Impound request
HV-REQ-16	The PBM BOS shall provide web-based access to the PBM BOS allowing remote law enforcement officers to retrieve and view the HV account information related in support of stops
HV-REQ-17	The PBM BOS shall provide web-based access to the PBM BOS allowing remote law enforcement officers to update the HV account information in support of stops and roadside HV enforcement.
HV-REQ-18	The PBM BOS shall support assignment of a configurable Enhanced Enforcement Administrative Habitual Violator (EEAHV) Fee to the account that was assigned HV status.
HV-REQ-19	The PBM BOS shall record the result of the process server's attempt to serve notice of CTRMA's intent to impound the registered owner's vehicle.

2.14.3 Court

CTRMA may choose to pursue violators through the Justice of the Peace Courts in accordance with Texas law.

Once a violation has progressed through Enforcement, including the collections process without payment or other resolution, the Contractor must support the following:

1. Facilitate the selection of accounts that will be selected for Pre-Court
2. Facilitate the selection of transactions that will be selected for Court
3. Prepare a Court evidence package for each transaction selected for legal action.

Violators who have entered the collection phase of enforcement are eligible for Pre-Court and Court processing.

CTRMA utilizes a Pre-Court selection process where a limited number of Violators are randomly selected based on qualifying for Court determined by their outstanding total balance. For example, Group 1 may include customers that owe less than \$100 in total, Group 2 may include customers that owe more than \$100 but less than \$200, and Group 3 may include customers that owe more than \$200. Selecting violators based on different groupings allows CTRMA to select a limited and random sample of violators based on their outstanding toll and fee balances.

Once a customer has been selected for Pre-Court, a CSR will closely review their account history and correspondence for any errors, anomalies, or other unique situations that may exempt the violator from further Court processing.

After the account has been reviewed and deemed eligible for Court, the violator is then mailed a “Last Chance Letter” notifying the violator that failure to resolve their balance within 30 days will result in Court action and additional fines.

If the violator does not contact CTRMA to settle their account balance within the allotted time frame, a CSR takes action to select a single toll transaction to file with the Court. The CSR will prepare an evidence packet containing all documentation required to proceed with the filing and submit it to the Court on behalf of CTRMA. Once the transaction has been filed with the Court, the Contractor may no longer accept payments for the selected toll transaction.

All documents and communications shall be maintained in the PBM BOS and associated with the violator’s account for use during legal proceedings by the Contractor and CTRMA staff. This includes:

1. Reporting the accounts and transactions eligible for filing in Court based on criteria such as age of debt, number of violations by precinct, and account balance owed
2. Generating an evidence packet in support of filing selected Court transactions
3. Administer CTRMA’s toll violation prosecution program in the Justice of the Peace precincts where CTRMA operates toll roads.
4. Manually and/or electronically file the evidence packet with the Court.
5. Provide testimony and additional supporting information related to toll violations as requested by the Court and/or CTRMA.
6. Manage updates on Court dates, dispositions, filings, and the transfer of funds.
7. Be available in person for meetings with CTRMA and/or Court.

The number of liaisons may vary over time as transaction volumes change or Court processes evolve.

CTRMA will provide staff supervision of the Court process and related activities.

The following table details Court system requirements:

Table 30: Court Requirements

Requirement ID	Requirement
CRT-REQ-1	The PBM BOS shall allow a user to designate an account for pre-Court status to reflect the account is under review for Court selection and eligible to receive a Last Chance letter. Last Chance letter is considered a courtesy and is optional, not legally required.
CRT-REQ-2	The PBM BOS shall allow a user to select a transaction for Court to reflect the transaction was filed with Court
CRT-REQ-3	The PBM BOS shall track the Court precinct and use it for reference with applicable Court related correspondence.
CRT-REQ-4	The PBM BOS shall make the designation of pre-Court and Court status obvious to authorized users when accessing customer accounts
CRT-REQ-5	The PBM BOS shall support assignment of a configurable Enhanced Enforcement Administrative Court (EEAC) Fee to the transaction that was selected for Court.
CRT-REQ-6	The PBM BOS shall recall a transaction filed with Court from collections, HV, and prevent payment from being applied by any payment channel while in Court status.
CRT-REQ-7	The PBM BOS shall allow for automated creation of an evidence packet based on CTRMA defined reports and correspondence templates.
CRT-REQ-8	The PBM BOS shall allow for the manual modification of an evidence packet to upload additional supporting documentation not contained within the PBM BOS.
CRT-REQ-9	The PBM BOS shall allow an authorized user to update the disposition of transactions selected for Court (e.g. guilty, not guilty, dismissed)

2.15 QUALIFIED VETERANS (QV)

The Qualified Veteran Discount Program allows qualified veterans toll-free travel on all CTRMA operated non-Express Lane facilities. Express Lanes are not eligible for the program as price is determined by demand. Qualifying veterans are required to apply for the discount program with CTRMA. Registration is not automatic or guaranteed.

To be eligible for the Qualified Veteran Discount Program, the following criteria must be met at the time of registration.

1. The vehicle must have current registration with the Texas Department of Motor Vehicles
2. The vehicle must be registered in the name of the QV
3. The vehicle must be issued a qualifying specialty plate and have it properly displayed
 - a. Qualifying specialty plates include those registered under Section 504.202 or 504.315 of the transportation code
 - b. Purple Heart recipients
 - c. Legion of Valor recipients
 - d. Congressional Medal of Honor recipients
4. The vehicle must have no outstanding Mobility CTRMA toll violations
5. The vehicle has an electronic toll transponder properly displayed and associated with the vehicle's license plate
6. Program participation is limited to one (1) vehicle per veteran except under special "hardship" circumstances, then the limit is two (2) vehicles per veteran

The application for the Qualified Veteran Discount Program can be found on the CTRMA web page at <https://www.mobilityauthority.com/veterans>. Applications are processed in the order they are received. The applicant will receive an email to approve or decline eligibility within 5 business days.

Contractor employees will be responsible for processing applications and providing recommendations to CTRMA staff daily. CTRMA staff will review Contractor veteran program recommendations and notify Contractor which applications are approved and which are denied. For approved applications, CTRMA staff will add the customer's transponder/plate to the DPS, where the discount program is administered.

Contractor staff will send confirmation and denial emails to all applicants after receiving notification from CTRMA staff. Emails are sent on an individual basis using a template provided by CTRMA.

State law allows for a second vehicle to be enrolled in the program if a hardship application is completed and approved. The hardship application can be found on the CTRMA web page at www.mobilityauthority.com/veterans/hardship. Hardship applications will be processed the same as regular applications, with the exception of allowing 2 vehicles per veteran.

From time to time, a customer will need to update their information with CTRMA. Changes to the phone number, email address, mailing address and electronic transponder numbers may be updated by having the customer send an email to veterans@ctrma.org. Contractor staff will monitor this email address and forward the email from the customer to CTRMA staff requesting any changes. Once CTRMA processes the update, a confirmation email will be sent to the Contractor. Upon

receipt, the Contractor will send the customer an “Update Confirmation” email using the template provided by CTRMA.

2.16 ESCHEATMENT

The Contractor shall provide the following services regarding escheatment:

1. Identify and process accounts eligible for escheatment based on Texas law.
2. Notify customers with inactive (no toll transaction, payment, or account activity) accounts that meet a configurable escheatment threshold amount and time period, in accordance with CTRMA business policies.
3. Aggregate escheated account balances for the same persons.
4. Electronically send residual account balances to the Texas State Comptroller annually, in accordance with CTRMA business policies, and report activity to CTRMA.
5. Deactivate or end date all stored payment methods on inactive accounts (balance not claimed within 3 years) with \$0 balance immediately after residual funds are transmitted to CTRMA.
6. Close inactive accounts with \$0 balance after residual funds are transmitted to CTRMA.

2.17 REMITTANCE OF FUNDS

This section describes a process for remitting toll and fee revenue collected on behalf of CTRMA and invoicing for services performed by the Contractor. The process may be adjusted during design to allow for alignment with the Contractor's system and CTRMA's desired process, pending CTRMA approval.

The Contractor shall remit funds collected by the Contractor to CTRMA's designated financial institution using the following guidelines. Based on revenue type (tolls, fees, associated toll facility, etc.), the remittance amounts may be forwarded to more than one CTRMA designated account. Interest accrued from money collected on behalf of CTRMA shall be disbursed to the CTRMA as a separate revenue type.

The Contractor shall bundle daily payments and transmit the payments, minus any applicable adjustments (e.g. nonsufficient funds, chargebacks, refunds, etc.) to CTRMA within two banking days. The Contractor shall remit payments as described below:

1. The Contractor, including all subcontractors who collect funds associated with the contract, shall each establish a trust account for all CTRMA funds where the Contractor remains accountable to manage all funds and transactions associated with payments, reversals, and refunds.
2. The Contractor, including all subcontractors who collect funds associated with the contract, shall seed the account with at least two days of normal deposit value that will be returned to the Contractor at the end of the contract. Any large, unexpected refund project may cause a need for the Contractor to add to the seed until deposits replenish back to basic seed level. The Contractor will be responsible to maintain a positive account balance and will be liable if any refund cannot be processed due to insufficient funds.
3. The Contractor, including all subcontractors who collect funds associated with the contract, shall deposit all CTRMA payments directly into CTRMA trust accounts via Electronic Funds Transfer except where prohibited.
4. The Contractor, including all subcontractors who collect funds associated with the contract, shall manage all chargeback and NSFs reported on CTRMA payments reversing the payment and its application to accounts. Reversal of payment will restart the account's natural lifecycle from the day of the payment making the account eligible for any late fee(s).
5. The Contractor, including all subcontractors who collect funds associated with the contract, shall reconcile all bank and merchant accounts daily, including payments, reversals, chargebacks, and Non-Sufficient Funds (NSF) to all financial activity recorded in the PBM BOS, including payments processed through the Lockbox and Walk-in locations.
6. The prime contractor will be accountable to remit all funds received and reversed on behalf of CTRMA. The prime contractor is responsible and accountable to report all funds received and reversed on behalf of CTRMA.

Table 31: Remittance of Funds

Requirement ID	Requirement
REM-REQ-1	The PBM BOS shall provision for deposit, reconciliation and remittance of funds collected by the contractor and any subcontractors for CTRMA per SOW.

2.17.1 Daily Deposit

The Contractor shall transfer funds from the trust account to a designated CTRMA bank account within two (2) banking days of the customers' payment. The amount of transfer shall be equal to all payments processed from customers minus all reversals such as chargeback and NSF reversals and approved customer refunds.

2.17.1.1 Daily Gross Deposits Process

Daily, the Contractor shall perform the following steps:

1. Process all chargebacks, NSF, and refund requests.
2. Reconcile payments from the ***System Payments and Reversal Detail Report***, described in 2.17.1.2, to the payments deposited into the Contractor-owned CTRMA trust account.
3. Net reversals from payments to determine the gross deposit to be transferred from the Contractor-owned CTRMA trust account to the CTRMA direct account.
4. Transfer funds from the Contractor-owned CTRMA trust account to the CTRMA direct account.
5. Send an email to CTRMA detailing the amount of the deposit and including the following reports:
 - a. ***System Payments and Reversal Detail Report***
 - b. ***Fee Allocation Summary Report***, described in 2.17.1.2, allowing CTRMA to properly record fee revenue.

2.17.1.2 Daily Required Reports

The contractor will run the following reports to properly calculate the amount of dollars to transfer to CTRMA and to inform them how to properly book the revenue:

1. ***System Payments and Reversal Detail Report*** - The Contractor shall submit a list of all payments and reversals including the account number associated with the transaction to CTRMA. The difference between the payments and reversals must match the bank deposit for that day's deposit. It is understood that breakoff times for funds and system application may differ requiring explanation of few payments each day. The difference between the reconciled payments and reversals will be the amount transferred from the CTRMA trust account to the CTRMA direct account.
2. ***Fee Allocation Summary Report*** - The Contractor shall submit to CTRMA a breakdown of the underlying source of total amount by toll facility (183A, 183, 183 North Express, 290, 45SW, Mopac Express, 71, and any new toll points added in the future).
 - a. Actual tolls collected must be supplied for each roadway.

- b. Supporting details for the distribution of fees applied to each roadway shall be calculated based on the percentage of tolls paid for each roadway relative to the total tolls paid for all roadways.
- c. Supporting details for the distribution of fees applied to each roadway shall be calculated based on the percentage of tolls paid for each roadway relative to the total tolls paid for all roadways. Fees for each PBM billing stage are distributed based on the distribution factor for each roadway.

See the following example for more details:

	Volume
183A Plaza 1	15,000
183A Plaza 2	15,000
183A Plaza 3	30,000
<u>183A Total</u>	<u>60,000</u>
290 Plaza 1	10,000
290 Plaza 2	15,000
290 Plaza 3	15,000
<u>290 Total</u>	<u>40,000</u>

Total Transactions 100,000

Total Fees collected \$50,000

183A Fees distribution factor = 60% = \$30,000

290es distribution factor = 40% = \$20,000

2.17.1.3 Daily Remittance Process Workflow

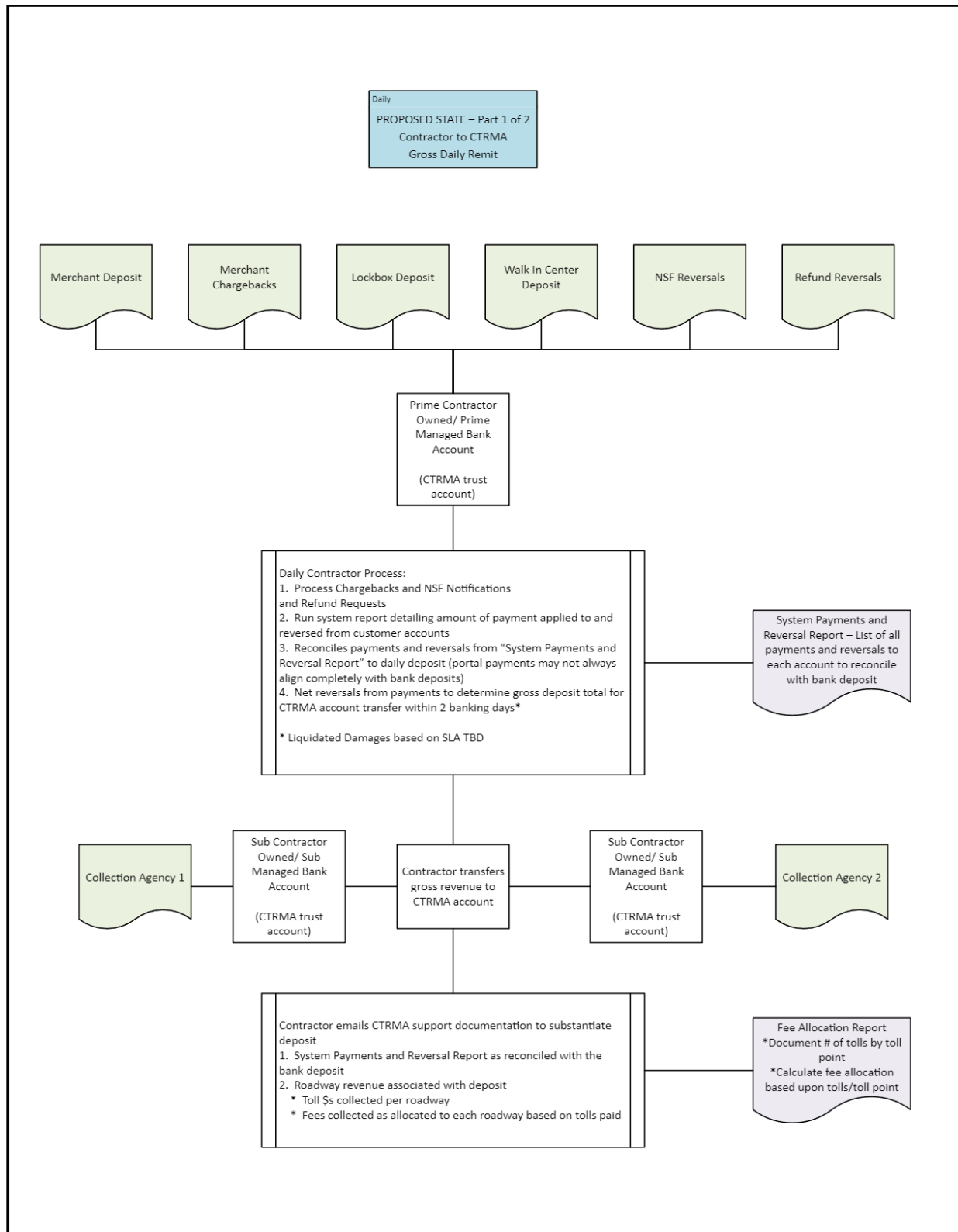


Figure 3: Daily Remittance Process Workflow

2.17.2 Monthly Contractor Invoice Process

1. The Contractor calculates what is owed to them from the prior month collections using the following reports, described further in section 2.17.2.1.
 - a. **Summary of Funds Received Report** – includes tolls and fees, collected or returned for each stage – this report corresponds to the pricing model and details for each toll and fee collected the distribution between the Contractor portion and CTRMA’s portion
 - b. **Summary of Miscellaneous Activities/Pass Fees Costs** – includes all line items eligible for compensation from CTRMA to the Contractor for contractual miscellaneous items performed
 - c. **SLA / Incentive Report**– Appendix B details the required SLAs and the associated compensation implications. SLA results and earned compensation should be submitted to CTRMA by the 15th of the month.
2. The Contractor shall make a Summary/Cover Sheet detailing the total amount owed from CTRMA to the Contractor with line items that clearly tie to subtotal or total amounts to each report.
3. The Contractor will submit the invoice with all required monthly reports attached by the 24th of the month following closed month. CTRMA will review, approve, and pay the invoice within 30 days.

2.17.2.1 Monthly Required Reports

The contractor will run the following reports to properly calculate the amount of dollars to be billed to CTRMA and to inform them how to properly book the revenue sent throughout the month:

1. Compilation of **List of Deposits** – This report shall detail each deposit to the CTRMA direct account made for the month including date and total of each deposit.
2. Compilation of **System Payments and Reversals Detail Report** – This report should list each payment and reversal and should include at least the account number, the source (WIC, Portal, IVR, CSR), the method (Check, ACH, Cash, CC, Chargeback, NSF, Refund), applied to accounts that month. This report should contain all payments and reversals detailed in the daily reports for the month.
3. Summary and/or compilation of **Fee Allocation Summary Report** – This report must sum of the daily amounts allocated to each roadway for the prior month.
4. Summary of **Funds Received Report** – this report will include tolls and fees, collected or returned, for each PBM billing stage:
 - a. Transactions Paid from Pre/Post paid account
 - b. Transactions paid prior to Toll Bill Notice stage
 - c. Paid at Toll Bill Notice (1st invoice stage)
 - d. Paid at 1st Notice of Nonpayment (2nd invoice stage)
 - e. Paid at 2nd Notice of Toll Violation (3rd invoice stage)
 - f. Paid at Collections (4th invoice stage)

For each PBM billing stage, funds collected shall be summarized in the following manner:

- a. Total Tolls Collected
 - b. Total Fees Collected
 - c. Grand Total
 - d. Contractor Tolls Portion
 - e. CTRMA Tolls Portion
 - f. Contractor Fees Portion
 - g. CTRMA Fees Portion
 - h. Supporting details of all tolls and fees collected, including volumes and amounts, shall be provided for each PBM billing stage.
 - i. Supporting details of all tolls and fees returned, including volumes and amounts, shall be provided for each PBM billing stage.
5. Summary of ***Miscellaneous Activities/Fees Report*** – This report will detail all miscellaneous fees applied or collected, including volumes and amounts. All fees that can be directly associated to a single roadway may be assigned directly to the roadway. Additionally, or alternatively, the fee allocation percent for each roadway as detailed in the monthly ***Summary of Fee Allocation Report*** may be applied to remaining/all fee totals. All miscellaneous and/or Contractor processing fees shall be summarized as follows:
- a. Court Packets created
 - b. Habitual Violator Enhanced enforcement fees
 - c. Court Enhanced enforcement fees
 - d. Special correspondence fees (Habitual Violator letters, other)
 - e. Non-Sufficient Funds fee
 - f. Out of State look up fee
 - g. Credit Card fees – fixed
 - h. Credit Card fees – variable
6. Approved ***SLA/Incentive Report*** - This report should have been submitted by the 15th of the month and must be accepted and approved before application onto the Invoice. If approval is not received by the 24th of the month, the Contractor, with CTRMA approval, may submit the report without the application of SLA implications, applying the implications for the following month's invoice.

2.17.2.2 Monthly Invoice Workflow

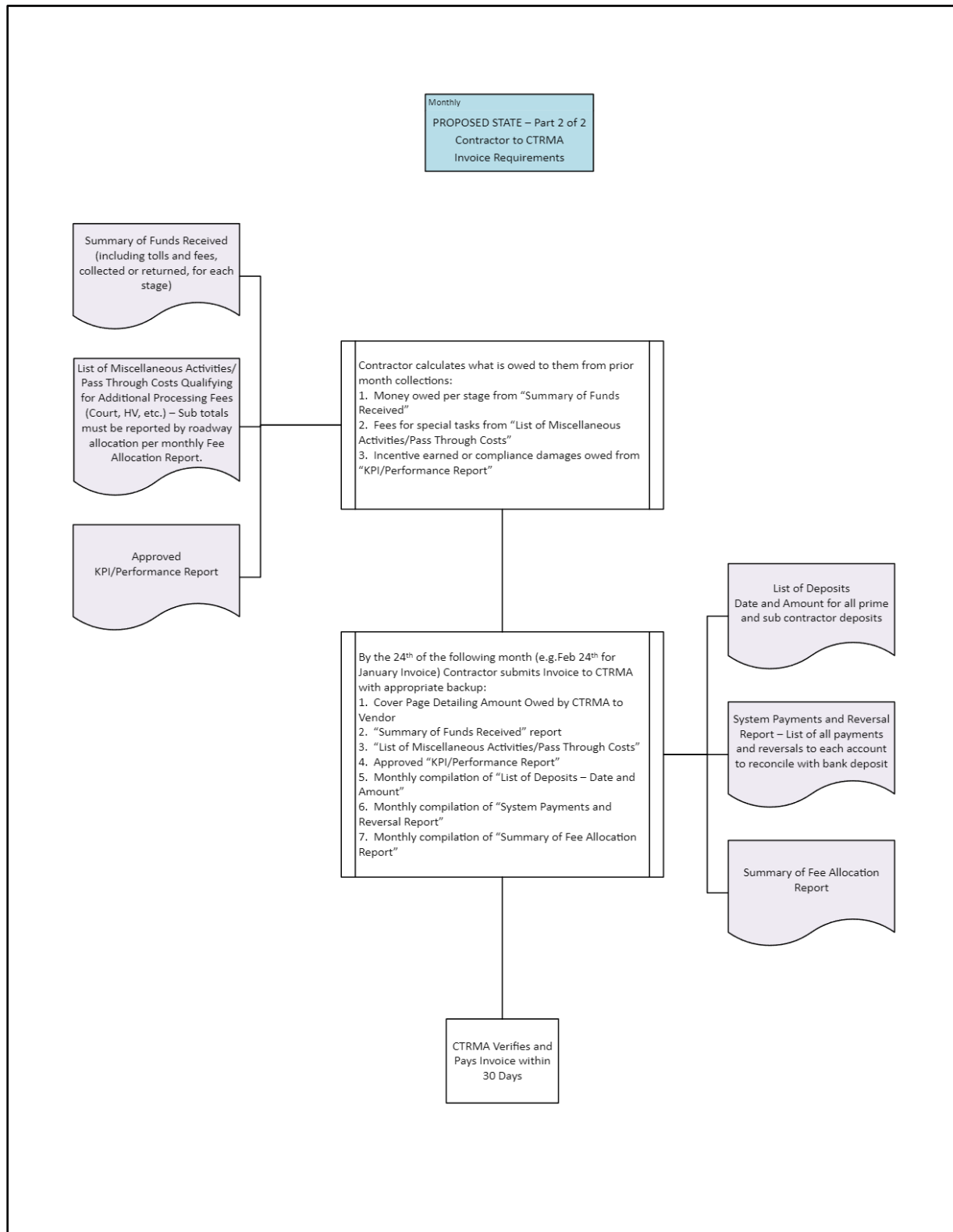


Figure 4: Monthly Invoice Workflow

2.18 REPORTING

The Contractor shall provide CTRMA a Financial Reconciliation and Reporting System utilizing a comprehensive reporting engine and reporting database environment. Appropriate transactions and revenue, reconciliation, operational and system performance as well as financial and audit reports shall all be provided to CTRMA on an approved schedule (depending on the reports these may be ad hoc, daily, weekly, or monthly timeframes). Reports shall be developed and approved during the Design Phase of the project. Reports shall have the option to be run for calendar or CTRMA fiscal year (July 1 through June 30) periods.

The reporting database shall provide cradle to grave details for all PBM transactions within the BOS for accurate revenue reporting and auditability. The Contractor will work with CTRMA to detail all reports required for program auditing, operations and call center metrics, customer service, SLAs, KPIs and system performance, and revenue reporting.

The data contained within the reports must be clear in its meaning with supporting documentation.

The Contractor shall be responsible for designing, developing, testing, and implementing up to twenty (20) custom reports, in addition to the Contractor's standard suite of reports (e.g., common reports found on the reference projects provided).

Some examples of custom reports include:

1. Reconciliation reports
2. Liquidation report
3. Account summaries
4. Transaction reconciliation reports
5. Batch summaries (correspondence metrics) and dashboards
6. Payment plans
7. HV status reports
8. Pre-Court and Court reports
9. Dispute reports
10. Interface reconciliation (PBM – DPS, PBM to “X” system, collections, mail house) reports
11. KPI Reports

These custom reports shall be based on CTRMA's requirements. If CTRMA is unable to provide the requirements for all custom reports prior to Go-Live, the Contractor shall still be responsible for the design, development, testing, and implementation of all remaining custom reports for the term of the agreement.

The Contractor shall be responsible for ten (10) additional reports up to twelve (12) months after system acceptance to make significant updates to or develop up to ten (10) additional reports or dashboards at no additional cost. With each successive contract year, the Contractor will also be responsible for making significant updates to or developing up to ten (10) reports or dashboards at no additional cost.

The Contractor shall give CTRMA direct read-only access to data warehouse database tables, data, and mapping without requiring Contractor assistance.

The Contractor shall provide connectivity to CTRMA-owned data tools including Google Looker and Microsoft PowerBI.

The Contractor shall provide a data dictionary and Entity Relationship Diagram (ERD) for all database objects.

Table 32: Reporting Requirements

Requirement ID	Requirement
RPT-REQ-1	The PBM BOS shall provide dashboard(s) for the system and operational performance.
RPT-REQ-2	The PBM BOS reporting system shall provide reports in support and management of all requirements of this Appendix A to measure customer service, revenue, operational performance, system performance, and contractual requirements.
RPT-REQ-3	The PBM BOS reporting system shall provide reports for all performance requirements, as defined in Appendix B.
RPT-REQ-4	The PBM BOS shall provide users with the ability to customize and personalize their Dashboard to display data elements selected by the user
RPT-REQ-5	The PBM BOS shall allow filtering and sorting for any field contained in reports
RPT-REQ-6	The PBM BOS shall allow for scheduling reports to be generated automatically based on user-defined frequency (e.g. daily, weekly, monthly)
RPT-REQ-7	The PBM BOS shall use a standardized report format with layouts, headers, footers, and other general display criteria as defined during the design phase and approved by CTRMA
RPT-REQ-8	The PBM BOS shall provide an account summary in a printer-friendly format
RPT-REQ-9	The PBM BOS shall support reporting on an ad hoc basis
RPT-REQ-10	The PBM BOS shall allow a user to export reports in .pdf, Comma-Separated Values (CSV), and Excel format to the user's desktop and formatted according to approved templates (e.g. presentable and user-friendly format)

2.18.1 Key Reports

2.18.1.1 Total Transaction Liquidation Report

The Transaction Liquidation report captures the following metrics related to toll and fee revenue collected.

- 1. Reports on the liquidation rate of transactions posted each month, for the current and each previous month of operation. Per example below, as of the data reported April 15, 2024, and as of the end of March, transactions posted in January have a liquidation rate of 37.88%, and transactions posted in February have a liquidation rate of 29.08%, and transactions posted in March have a liquidation rate of 4.08%.

Example 1:

Reported Date	February 15, 2024	March 15, 2024	April 15, 2024	May 15, 2024
	January 2024	February 2024	March 2024	April 2024
Posted in January 2024	15.10%	33.11%	37.88%	42.32%
Posted in February 2024		17.45%	29.08%	38.98%
Posted in March 2024			4.08%	26.32%
Posted in April 2024				5.75%
Total Average Liquidation	15.10%	25.22%	30.01%	33.55%

2.18.1.2 Total Transaction Liquidation by Roadway

Total transactions liquidation by roadway shows the following data points for all combined toll facilities and each individual toll facility.

Percentage of transactions	100%	26%	3%	38%	11%	2%	20%
	<u>ALL ROADS</u>	<u>183A</u>	<u>MOPAC</u>	<u>290</u>	<u>SH71</u>	<u>SW45</u>	<u>183S</u>
# of Transactions Billed:	336,936,478	114,789,466	13,413,645	83,769,303	23,276,890	10,017,413	91,669,761
# of Transactions Uncollectable:	21,970,177	7,491,168	1,129,105	5,524,399	1,612,670	483,600	5,729,235
# of Collectable Transactions:	314,966,301	107,298,298	12,284,540	78,244,904	21,664,220	9,533,813	85,940,526
Total # of Paid Transactions:	164,403,842	61,423,175	7,156,527	37,270,135	11,070,378	6,454,569	41,029,058
Uncollected Transactions:	150,562,459	45,875,123	5,128,013	40,974,769	10,593,842	3,079,244	44,911,468
Overall Liquidation Rate	54.95%	57.25%	58.26%	47.63%	51.10%	67.70%	47.74%

2.18.1.3 Total Transaction Liquidation by Transactions Age

Total transactions liquidation by transaction age for all combined toll facilities and each individual toll facility

	All roads		183A		Mopac		290		SH71		SW 45		183S	
Transaction Age	# Paid	Liq %	# Paid	Liq %	# Paid	Liq %	# Paid	Liq %	# Paid	Liq %	# Paid	Liq %	# Paid	Liq %
[0-30]	54,132,182	12.98%	15,469,876	14.37%	1,900,661	15.44%	18,290,610	11.74%	5,712,598	12.82%	1,915,148	20.07%	10,843,289	12.61%
[31-60]	80,735,942	19.66%	23,443,631	21.92%	2,673,293	21.87%	27,882,804	18.18%	8,546,906	15.66%	2,616,608	27.68%	15,572,700	18.28%
[61-90]	26,973,835	6.59%	7,635,902	7.13%	926,066	7.57%	9,459,682	6.16%	2,854,046	4.55%	793,893	8.40%	5,304,246	6.21%
[91-120]	12,157,271	2.94%	3,407,984	3.16%	412,939	3.35%	4,351,878	2.82%	1,243,328	1.87%	323,225	3.38%	2,417,917	2.80%
[121+]	38,745,125	8.93%	11,465,782	10.49%	1,243,568	9.99%	14,555,296	9.33%	3,783,878	2.14%	805,695	8.28%	6,890,906	7.80%
Uncollected	202,131,070	48.90%	45,875,123	42.93%	5,128,013	41.79%	81,949,538	51.76%	21,187,684	62.95%	3,079,244	32.19%	44,911,468	52.31%
Collected	212,744,355	51.10%	61,423,175	57.07%	7,156,527	58.22%	74,540,270	48.23%	22,140,756	37.04%	6,454,569	67.81%	41,029,058	47.70%

2.18.1.4 Collections Performance Report

1. Total Collected
2. List of all payments applied including:
 - a. Customer Name
 - b. Tolling Agency Account Number
 - c. Customer LPN
 - d. Amount Applied to Tolls
 - e. Amount Applied to Fees
3. Dismissal Reports shall include a list of all non-cash dismissals applied including:
 - a. Customer Name
 - b. Tolling Agency Account Number
 - c. Customer LPN

- d. Toll Value Dismissed
 - e. Fee Value Dismissed
 - f. Dismissal Reason (Reasons to be agreed upon between Tolling Agency and Collection Agency)
- 4. List of all customer calls from prior month including:
 - a. Customer Name
 - b. Tolling Agency Account Number
 - c. Customer LPN
 - d. Call Date
 - e. Call Time
- 5. List of all customers written disputes from prior month including:
 - a. Customer Name
 - b. Tolling Agency Account Number
 - c. Customer LPN
 - d. Dispute Date
 - e. Dispute Response
- 6. List of Advanced Escalations – list of customers from prior month that submitted a complaint to BBB, State Attorney General or Complaint Agency, CFPB including:
 - a. Customer Name
 - b. Tolling Agency Account Number
 - c. Customer LPN
 - d. Complaint Date
 - e. Complaint Response Date
 - f. Complaint Root Cause Category
- 7. Regression reports – list of batches by month including:
 - a. Total placed
 - b. Adjusted balance (total placed-dismissed and recalled amount)
 - c. Cumulative \$ collected
 - d. Cumulative % collected
 - e. % collected from batch each month from placement month to current month
- 8. Outbound activity report
 - a. # of outbound attempts via phone, text, email, push, USPS notice 1, USPS notice 2, USPS notice 3, USPS subsequent notice (each value presented by channel)
 - b. # of unique customers receiving an outbound attempt

3 PROJECT MANAGEMENT

3.1 WORK AUTHORIZATION AND PROJECT DELIVERY

Each phase of the Contract, project implementation and maintenance, will be based on individual Work Authorizations approved by CTRMA. Each Work Authorization will include, at a minimum, the following:

1. General requirements of the PBM BOS and services to be performed
2. Scope of Work (SOW)
3. Project implementation schedule
4. Coordination and project management requirements
5. Milestone payment schedule
6. Price sheet
7. Project documentation

The Milestone Payment Schedule as shown in Table 33 is based on the Work Authorization issued for the implementation phase of the work. A separate Work Authorization will be issued following system acceptance for the maintenance and CSC operations phase of the work.

Table 33: Milestone Payment Schedule

Milestone Payment Schedule			
Payment Milestone	% Paid	Cumulative % Paid	Date
Notice to Proceed	10%	10%	NTP Date
System Detail Design Document Approved	20%	30%	Per Project Schedule
Factory Acceptance Testing	30%	60%	Per Project Schedule
System Integration Testing	10%	70%	Per Project Schedule
Go-Live	20%	90%	Per Project Schedule
Operational Acceptance Test Completed	10%	100%	Per Project Schedule

3.2 PROJECT DELIVERABLES

The Contractor shall conduct a kick-off meeting to present a detailed project schedule and discuss with the CTRMA their plans to begin the work. Key project personnel shall be in attendance in-person for this meeting. The Contractor shall be prepared to initiate their plans for meeting all required milestones in the timeframes listed in the applicable Work Authorization.

All documentation shall be submitted to the CTRMA for review, comment and approval. Updated versions of the draft documentation may be required by CTRMA before approval is given. All versions of documentation shall be delivered electronically and in searchable format to CTRMA allowing for comments within the deliverable document. Documents shall be delivered using Microsoft Office Word format and shall be delivered in native file format, unless CTRMA agrees otherwise. Updated versions should include redline and “clean” versions with proper version control. Final deliverable review durations may be discussed during contract negotiation.

3.3 PROJECT SCHEDULE

The Contractor shall prepare and submit a detailed project schedule based on a work breakdown structure that includes all tasks, activities, resources, and milestones related to the software development and delivery lifecycle including, but not limited to, requirements gathering, design, development, procurement, implementation, testing, training, migration, and deployment of the proposed system. The schedule shall contain all the detailed discrete work packages and planning packages (or lower-level tasks/activities) including task dependencies to support project events. The Contractor shall maintain the project schedule in Microsoft Project format (Microsoft Office 2016 or newer) and provide copies in .pdf format. The Contractor shall identify all milestones and events, starting with the Notice to Proceed (NTP), to the end of the deployment phase, culminating with the final Operational Acceptance Test (OAT).

The schedule shall be updated, and resource loaded following NTP to baseline the schedule by including unknowns and any changes agreed upon during negotiation. All subsequent schedule updates shall be made to the revised baseline for the duration of the project. The Contractor shall update and make the project schedule available to CTRMA no less than every month. The Contractor shall also submit an updated version of the project schedule as part of the monthly progress report, described in Section 3.4.1, Regular Project Meetings.

The project schedule shall include activity start dates and durations, milestones dates, predecessor and successor dependencies, baseline and actual dates, resources by name, and a critical path representing activities without any slack. The project schedule shall provide for CTRMA documentation/deliverable review cycles that include the following:

- The initial submission of the documentation
- CTRMA’s review and comment on the documentation
- The Contractor’s update of the documentation per CTRMA’s review comments
- The subsequent second CTRMA review and comment on the documentation, if needed

The project schedule shall reflect each document submittal in whole and sections as agreed upon for CTRMA review, including CTRMA review time periods.

At least monthly, the project schedule shall be submitted to CTRMA in Microsoft Project format with a searchable PDF file and associated narrative with the following updates:

1. The project schedule shall provide the completion status of all tasks, activities, and milestones (e.g., deliverable submittal, project review meeting).
2. The project schedule shall provide all task activities resource loaded by name, and resource reports generated to demonstrate staff is not over-allocated across all tasks.
3. The project schedule shall identify tasks, activities, or milestones that are behind schedule. For example, if the preparation of a deliverable has expended 60% of the scheduled completion time while the completion percentage is only at 50%, then this deliverable is behind schedule. If a recovery schedule cannot prevent a project completion delay, the Contractor shall provide a risk matrix/register with a mitigation strategy for critical path tasks and activities. Near-critical path analysis shall be accomplished as well.
4. The Contractor shall provide version control with project schedule updates.
5. The project schedule shall account for nonworking days (weekends, CTRMA approved holidays, etc.)

All scheduled tasks for the project schedule shall include at a minimum:

2. WBS number
3. WBS name
4. Resources performing the task activity
5. Subsystem affected
6. Task duration (includes start to finish of activities to complete a task)
7. Planned versus actual time at the start of the task
8. Predecessors and successors

3.4 PROJECT MEETINGS

3.4.1 Regular Project Meetings

Monthly project progress meetings shall be held at a location agreed and approved by CTRMA and shall follow a defined agenda. The Contractor shall submit a progress report and a meeting agenda to CTRMA at least two (2) business days before the scheduled meeting.

The progress report and agenda shall include but not be limited to the following:

1. Updated project schedule showing progress since the previous meeting and including any proposed changes from the latest approved project schedule.
2. Completed work descriptions and the percentage complete for each task in progress.
3. Identification of all critical path tasks.
4. Risk/issue matrix changes, including associated recommended mitigation/resolution strategies or contingency plans intended to avoid potential delays.
5. Report on testing activities, including status and overview of defect tracking results (when applicable).
6. Descriptions of any pending and proposed change orders, or if any change order work is in progress, the status of the associated work.
7. Accomplishments during the reporting period.
8. Six (6)-week look ahead work plan for activities to be accomplished on the project.
9. Updated action items list providing the status of the open action items, identifying and explaining action items that can be closed, and documenting new action items resulting from the discussion of outstanding issues and concerns. The action items list shall contain both the open action items assigned to CTRMA, and the open action items assigned to the Contractor.

Other project meetings shall be required to address specific issues and tasks. The Contractor shall perform the following:

1. Coordinate date and time with the CTRMA Project Manager and distribute notices of the project meeting by email and post them on the approved project document management location.
2. Prepare the agenda in coordination with the CTRMA Project Manager.
3. Attend the meeting with all required staff in attendance or present by video/virtual conferencing (e.g. MS Teams).
4. Prepare draft minutes of the meeting, with decisions and action items noted, and forward them to the CTRMA Project Manager immediately following (within 24 hours of) the meeting.

3.4.2 Project Kick-off and Work Progress

A project kick-off meeting shall be held between CTRMA and the Contractor within fifteen (15) business days of the project NTP. At this meeting, all appropriate lines of communication for both oral and written correspondence shall be established. Appropriate methods for documenting meetings, telephone conversations, and other communications shall be defined. The project schedule shall be reviewed in detail and refined, as necessary.

The Contractor shall prepare and submit to CTRMA monthly progress reports on the status of all major items and activities. The progress report shall include an updated project schedule.

Project progress meetings shall be conducted monthly at the CTRMA offices, at a schedule to be proposed by the Contractor and accepted by CTRMA. The purpose of these meetings shall be to monitor progress, discuss design issues, and plan for testing, transition, risks, 3rd party coordination, and implementation.

3.4.3 Workshops

The Contractor shall conduct workshops with appropriate stakeholders, including 3rd parties and subcontractors, if necessary, to review all submissions, validate system requirements, design approach and design, report and report formats, and other technical discussions requiring coordination between CTRMA and the Contractor. With CTRMA's approval, some workshops may be conducted via conference call.

3.5 PROJECT MANAGEMENT PLAN

A Project Management Plan (PMP) shall be submitted to the CTRMA, which shall reflect that the Contractor follows the processes and tools consistent with the most recent and applicable Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). The PMP shall include a description of the management techniques to be used during all phases of the project.

The Contractor shall develop and submit to CTRMA for review and approval of a PMP describing the overall management, staffing, and measurable controls used to meet the requirements contained herein.

This PMP will be a living document, and as such, shall be updated periodically to reflect any changes as approved in writing by the CTRMA. Requirements for the PMP plan are detailed below. The Contractor shall maintain and keep current all incorporated individual plans, procedures, and processes that comprise the PMP for the duration of the contract.

3.5.1 Document Submittals

CTRMA will accept no more than three (3) original first submittal documents from the Contractor per review cycle. CTRMA shall accept additional documents within a review cycle provided the additional documents represent materials previously reviewed by CTRMA and now contain new Contractor updates that address CTRMA comments.

All plans and documentation shall be submitted in the English language to CTRMA electronically through a secured document management system. Refer to Section 3.4.2, Online Document Sharing and Document Management System, for more information.

All plans and documentation shall be submitted to CTRMA for review and acceptance. Plans and other documentation shall be submitted to allow time for a minimum of two iterations of the CTRMA review/Contractor revisions to be completed and still adhere to the targeted final document deliveries identified by the Contractor and approved by CTRMA. Any need for resubmittal shall not be a cause for delay in completing the project following overall project milestones. Acceptance of documents shall not relieve or limit the Contractor's responsibility to provide a PBM BOS in full compliance with the contract. If corrections or improvements are

requested, the Contractor shall resubmit the plans and documentation until the plans and documentation are fully accepted.

In addition, CTRMA has the right to reject and request resubmittal of any documentation that contains quality issues (i.e., multiple errors related to spelling, grammar, incomplete, lacking substance, and formatting).

Deviations from the Scope of Services requirements that may be contained within Contractor-submitted documents, even though CTRMA may accept the document, shall not have the effect of modifying contract requirements. Only specific requests to CTRMA from the Contractor for waivers or specification changes that are formally accepted by CTRMA will change the requirements in the contract.

The Contractor shall maintain a tracking tool, posted in an accessible location to CTRMA, for maintaining document submittal and review status. The Contractor shall update the tool weekly for document submittals in a two (2) week look ahead, and in real-time for submittals sent to CTRMA for review, and for reviewed documents received from CTRMA.

3.5.2 Online Document Sharing and Document Management System

The Contractor shall utilize CTRMA's SharePoint to internally manage, share, and distribute project documents, deliverables, and information, including copies of all submitted versions of plans and documentation.

The Contractor shall provide and maintain for the duration of the contract, a secure document management system. This document management system shall identify, categorize, track and manage all project plans, manuals, business rules, and requirements, design documentation, test cases, training materials, as-built documentation, and other project documents defined under the applicable Work Authorization. All documentation and artifacts contained in the document management system shall be easily searchable. Updated versions of project documents shall be submitted to CTRMA for approval whenever significant revisions are made to project documentation. All documentation developed by the Contractor for the project, including materials developed to support training and marketing, shall be the property of CTRMA.

All documentation shall be submitted to CTRMA for review, comment, and approval. CTRMA may require updated versions of draft documentation before providing approval. Draft and final versions of documentation shall be uploaded electronically to CTRMA using CTRMA's SharePoint site. The Contractor shall deliver documents in a standard Microsoft Office application format, which allows for red-lining and tracking changes. All documents are subject to version control; once submitted to CTRMA, the Contractor shall submit all future revisions of a document in both red-lined and clean versions.

3.5.3 Organization Chart and Project Staffing

The PMP shall include an organization chart(s) listing key personnel together with their roles and responsibilities and the percentage of time that will be dedicated to the Project. The organization chart(s) shall indicate the Project Manager as well as other personnel who will be responsible for requirements, software development, testing, networking, maintenance, training, and documentation aspects of the Project.

The Contractor shall be responsible for assigning and maintaining enough competent and qualified professionals and other technical personnel needed to deliver a PBM BOS that meets the

requirements defined in this Appendix A. The Contractor shall submit to CTRMA for approval a description of an onboarding process that ensures all personnel assigned to the program pass a drug screen and background check requirements per the process specifications.

The Contractor shall clearly describe categories of work that will be performed by the Contractor's own personnel and those categories that will be performed by subcontractors. The Contractor shall also include a description of the procedures that will be used for managing all subcontractors.

The Contractor shall provide detailed resumes for each key personnel resource. The Contractor shall submit any changes to these key personnel to CTRMA in writing for approval for the duration of the contract. CTRMA shall require the Contractor to promptly replace the said individual with a person suitably qualified, within thirty (30) days of the event requiring replacement and acceptable to CTRMA.

Table 34: Key Positions

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
Principal-In-Charge	<p>The Principal-In-Charge shall have a minimum of ten (10) years of experience in the PBM, violations processing, collections and customer services industry, of which at least the last five (5) years shall have included senior management responsibility for major projects of which at least one (1) project shall have been five (5) million dollars or more in value.</p> <p>The Principal-In-Charge is responsible for the performance of the Program Manager and a point of contact for any escalated project issues that cannot be resolved by the Program Manager.</p>	20%	10%
Project Manager	<p>The Project Manager shall have a minimum of ten (10) years of experience in the PBM, violations processing, collections and customer services industry, of which at least the last five (5) years shall have included senior management responsibility for major projects of which at least one (1) project shall have been five (5) million dollars or more in value.</p> <p>Certification as a Project Management Professional by the Project Management Institute is preferred but not required.</p> <p>The Project Manager is responsible for the overall conduct and performance of the project, oversight of the project and is primarily responsible for the day-to-day execution of the work required to implement the system and prepare the call center for daily operation.</p>	100%	As needed

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
	<p>The Project Manager is responsible for the execution of the work, acts as an agent, a single point of contact in all matters on behalf of the Contractor and must be present (or an approved designee shall always be present) at the project site to attend all workshops and/or meetings and as required by CTRMA.</p> <p>The Project Manager must be available to execute instructions and directions received from CTRMA or its authorized representatives.</p> <p>The Project Manager shall attend meetings at CTRMA's office as required.</p>		
Operations Manager	<p>The Operations Manager shall have a minimum of five (5) years of experience in the PBM, violations processing, collections and customer services industry.</p> <p>The Operations Manager is responsible for managing all activities related to the customer service program detailed in the Scope of Services.</p>	25%	100%

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
Lead Business Analyst	<p>The Lead Business Analyst shall have a minimum of five (5) years of experience in the PBM, violations processing, collections and customer services industry.</p> <p>The Lead Business Analyst is responsible for working with CTRMA and the business to define and document processes, procedures, and requirements, especially as it relates to business and system monitoring.</p>	25%	100%
Call Center Manager	<p>The Call Center Manager oversees the daily operations of the call center, ensuring efficient and effective customer service.</p> <p>They manage a team of agents, providing training, support, and performance evaluations to maintain high service standards.</p> <p>The Call Center Manager monitors call center metrics, such as call volume, response times, and customer satisfaction, to identify areas for improvement and execute associated improvement plans.</p> <p>They also handle escalated customer issues, implement policies and procedures, and coordinate with other departments to ensure seamless operations.</p>	25%	100%

Key Position	Description	% Allocation during Implementation	% Allocation during Operations and Maintenance
Operational Quality Assurance Manager	<p>The Quality Manager is responsible for creating quality audits for each operational team and for each support team, including HV, Quality, and Advanced Escalation teams.</p> <p>They ensure an appropriate number of work items are evaluated for each exempt employee.</p> <p>Additionally, they gather and address trends at both the program and individual levels to maintain high standards and continuous improvement across the organization.</p>	10%	25%
Work Force Manager	<p>The Workforce Manager ensures accurate projections for workload volume and resource needs for each operational department across four levels: long-term, mid-range, short-term, and intraday.</p> <p>For the long-term, they forecast for the next year, considering seasonal variations.</p> <p>At the mid-range level, they plan quarterly, focusing on new hire teams.</p> <p>In the short-term, they create weekly schedules and manage intraday adjustments for real-time issues like call-ins.</p>	25%	25%

3.5.4 Advanced Support Groups

CTRMA requires additional advanced support groups that must have dedicated personnel who do not report to or supplement ongoing daily operations. Operational teams include, but are not limited to, call center, back office processing (inbound correspondence handling), lockbox, or data entry. These support team personnel need to maintain an arms-length arrangement separate from ongoing operations to ensure strong controls within the program.

1. Habitual Violator / Enforcement lead
2. Advanced Escalations lead
3. Quality Analyst lead
4. Commercial Customer lead

3.5.5 Planning, Communications and Reporting

The PMP shall include a description of the protocol and procedures that will be used for communications with the CTRMA related to planning, issues resolution and reporting. This description shall address correspondence, document control, submittals and submittal letters, change orders, reporting of project status, and the CTRMA's access to the Contractor's key personnel.

3.5.6 Risk Management

The PMP shall describe the system of risk management that the Contractor will implement to identify, track and mitigate areas of project risk. Factors that shall be tracked over the course of the project include the events subject to risk, probability, impact, mitigation, contingency and reduction. A special focus shall be the protection and privacy of customer data.

The PMP shall describe the risk management method the Contractor shall implement to identify, track, and mitigate areas of project risk, including cost. The Contractor shall track concerns throughout the project, such as the occurrence of certain events with assigned and described risk probability, impact, and mitigation (e.g., elimination, contingency, and reduction). Special risk planning sessions shall be initiated by the Contractor at least five (5) months before go-live activities are planned. These risk planning sessions shall include the following deliverables:

1. Identify all high-risk events which could occur as part of the deployment in terms of transaction processing and historical data retrieval and reporting.
2. Produce queries that seek to identify any occurrence of the high-risk items identified in the item.
3. At pre-defined intervals, review reports and queries for validity, and notify the responsible Contractor resources for immediate issue assessment if the results are invalid. The CTRMA-assigned distribution list shall receive status reports of the results generated and sent daily, during a defined time (e.g., four [4] weeks) immediately after go-live.

3.5.7 Cooperation with Others

CTRMA shall be entitled to full and prompt cooperation of the Contractor in all aspects of the work. The Contractor shall use best efforts to minimize any disruption to CTRMA's regular business operations (including am and pm peak hours as applicable) when the Contractor is

performing services. Close coordination between the Contractor, the CTRMA operations staff, and other contractors shall exist during all phases of the project. The Contractor shall work closely with any other contractors working for CTRMA in coordinating any activity which may affect both the contractors and CTRMA. This coordination especially pertains to CTRMA's DPH connectivity and integration testing, testing, and researching networking issues, which may involve multiple contractors.

The Contractor shall also cooperate with other parties, including vendors, governmental agencies, and other maintenance providers, as required, to ensure that maintenance functions are handled effectively, efficiently, and per all specifications of any applicable vendors, governmental agencies, and other maintenance providers.

The Contractor shall respond to the CTRMA requests for information within two (2) business days unless otherwise agreed to by CTRMA.

3.6 PROJECT QUALITY ASSURANCE

The Contractor shall establish, maintain, and follow an effective QA/QC Program to ensure adequate conformance to requirements and quality delivery of all project deliverables and tasks. This conformance to requirements includes design, development, testing, training, implementation, and maintenance.

The QA/QC Program shall be overseen by a dedicated QA/QC Manager who reports at an organizational level above the Contractor's Project Manager, or outside of the Project Manager's direct staff, during design and development of the PBM BOS. The responsibilities may shift to the Project Manager during maintenance after OAT is accepted, should the contractor deem it appropriate.

The Contractor shall document the QA/QC program as part of a Quality Management Plan (QMP). The QMP shall describe the processes and procedures instituted by the Contractor to ensure the QA/QC program functions as an integral part of the project.

The QA/QC Program shall include a process for logging and tracking system issues. CTRMA shall designate CTRMA users and/or CTRMA representatives with access to tracking systems. This process shall include the initial recording of issues, follow-up tracking, and final disposition tracking during the design, development, testing, and implementation phases of the project. The QA/QC process shall ensure accurate problem or issue description and recording, assignment of personnel, tracking of progress for corrections/revisions, and regression testing, as applicable. The Contractor shall use a fully integrated problem or issue-tracking tool that includes reporting capability.

The Contractor shall propose an internal change control process as part of their QMP. Once approved by CTRMA, the change control process shall be instituted and utilized throughout the duration of the contract.

3.6.1 Configuration Management

The Contractor shall use proven configuration management tools and techniques throughout the project to track and control versions of Commercial Off-The-Shelf (COTS) software products, and customized software. The Contractor shall control their documentation through a configuration

management system that tracks changes to documents and controls configuration release and version numbering. This plan shall include the methodology for keeping all products current and the planning of upgrade testing needed to accomplish this.

On an annual basis, the Contractor shall ensure that all COTS software remains supported by its original manufacturer. The Contractor shall also update system software and hardware to support any changes in third-party interface communications (through ICDs) and industry standards. If a COTS vendor announces the end of support for any installed COTS software products, the Contractor shall make the necessary changes to support a replacement COTS product for at least the duration of the contract. If licensing requires renewal or action by CTRMA, the Contractor shall make this request from CTRMA at least sixty (60) days before the expiration date of the license or product. If there are modifications to industry standards that warrant addressing to maintain required security, communication, safety, and performance, the Contractor shall immediately notify CTRMA and shall propose an update or replacement equal or better to the current COTS product or custom software. This replacement plan shall include a schedule and proposed testing for approval before migration to the new product.

Once the Contractor places any portion of the proposed system into operational service, the Contractor shall not change or replace any production software without written approval from CTRMA. The Contractor shall monitor and implement any required software updates/patches to ensure functionality and security remain current no less than quarterly. The Contractor shall document any such approved changes as part of the configuration management process. The Contractor shall provide and maintain specific change and release management plans reflecting the methodologies for the approval and release of any subsystem changes, including simple configuration changes or hard code changes.

The Contractor shall obtain CTRMA's review and approval before any needed updates to the system(s) or communication network updates.

The Configuration Management Plan shall address the following areas:

1. Configuration Control:
 - a. Requirements management
 - b. Deviation and specification change requests
 - c. Data management
 - d. Configuration audits: functional and physical
 - e. Acceptance requirements for the implemented PBM BOS
 - f. Testing requirements for the implemented PBM BOS
2. Configuration Accounting:
 - a. Document Control and the Library Function
 - b. Accepted Documents
 - c. Revision History for Documents
 - d. Status of Changes
 - e. Changes by Product/Serial Number
 - f. Results of Configuration Audits
 - g. Configuration Management Accounting (As Designed, As-Built, As Delivered)
 - h. Revision Status of Implemented PBM BOS
 - i. Version control

The Configuration Management Plan shall describe procedures to track and manage COTS and custom application software, configuration files, and project documentation. The Configuration Management Plan shall include the number of user licenses used for all COTS products, the methodology for keeping all products current, any testing required for an upgrade, corrective actions, and monitoring vendor support termination.

In addition to procedures to assure uniformity of installed software version and release for the project duration, the plan shall include the maintenance of an end-of-project checklist verifying all installed COTS and custom products are the current version and release. All COTS hardware shall provide information about the manufacturer, vendor contact information, model or part number, serial number, and feature set.

The Contractor shall submit the Configuration Management Plan to CTRMA for review and approval.

The Contractor shall identify, categorize, code/label/name, track, and manage all project requirements, plans, design documentation, manuals, drawings, correspondence, memorandums, subcontracts, and other documents under the Contractor's control. The Contractor shall document and track all revisions using a system of version control and change control logs.

All documentation developed by the Contractor for the project, including materials developed to support training and marketing, shall be the property of CTRMA.

3.7 REQUIREMENTS TRACEABILITY MATRIX

The Contractor shall prepare and submit a Requirements Traceability Matrix (RTM) during the system requirements and design phase of the project. The RTM shall document, at a minimum, the following:

1. All requirements as described herein with a unique ID and unchanging number.
2. The intended primary and secondary (if any) means used to verify the requirement, such as inspection (I), analysis (A), demonstration(D), or test (T).
3. The uniquely identified test procedure or script number used to verify a requirement.
4. The date verified (to be used during testing and verification).

The RTM shall trace verification of all requirements contained in the Scope of Services back to their source (e.g., Scope of Services, or via discovery) and forward to their design element and eventual test cases.

The RTM shall include the following, at a minimum:

1. System requirements shall reflect their associated Scope of Services section numbers for each requirement (to lowest level section).
2. Business rules shall be linked and can be traced to their associated system requirements.
3. Testable requirements derived from the Scope of Services
4. Design elements contained in the System Detailed Design Document (SDDD) (to lowest level section).
5. Verification method.
6. Test cases as applicable per verification method.
7. Training modules as applicable.

8. The Contractor shall maintain the documentation traceability of RTM by the document management system and as part of change control for the duration of the contract. In this way, a change order or defect/deficiency fix, or repair could result in changes to other components or system elements and therefore require an update to the RTM. Refer to Section 3.4.2 for more information on the document management system. After system acceptance, the Contractor shall provide any changes to the RTM. These changes shall be submitted to CTRMA for approval.
9. The Contractor shall update the RTM through the maintenance period.

The Contractor may include additional tracing elements information in the RTM to assure all requirements are accounted for as part of the design and development phases before commencing system testing.

An updated RTM shall be provided with each iteration of the SDDD and no less than two weeks prior to any formal test period.

3.8 SYSTEM DETAILED DESIGN DOCUMENTS

As part of the design phase of the project, the Contractor shall submit an SDDD that describes the design specifications of all hardware, software, and communications/networks to be provided by the Contractor to meet the requirements of the PBM BOS as described in the Scope of Services. Hardware design shall describe all hardware specifications including appropriate diagrams and facility layouts. Software design shall describe the module and/or process level.

The SDDD shall include the following, at a minimum:

1. Computer/server sizing and design details
2. System architecture to include cloud environment (primary/secondary) (if applicable)
3. Description of all the Contractor-developed and third-party software
4. Preliminary report samples and formats
5. Description of system diagnostics, status monitoring and error handling
6. Description of redundancy and failover processes
7. ICDs (if developed by the Contractor or a 3rd party)
8. Data integrity assurance plan
9. Data communications/network diagram.
10. Workflow diagrams and screenshots to support all functionality

The SDDD shall be kept current. The document shall be updated after every significant release or configuration change of any portion of the PBM BOS.

3.9 DISASTER RECOVERY AND CONTINUITY PLAN

The Contractor must develop, implement, and maintain a comprehensive DRP for CTRMA's PBM BOS to ensure the continuity and recovery of the tolling program's operations in the event of a disaster. The DRP must address all critical aspects of the tolling program, including but not limited to, data integrity, system functionality, and customer service continuity. The Contractor must adhere to relevant regulations and industry standards.

The primary objectives of the DRP are to:

1. Minimize disruption to tolling operations.
2. Protect the integrity and confidentiality of tolling data.
3. Maintain customer service levels during and after a disaster.
4. Integration with monitoring system(s) to include alerts and notifications of the success or failure of backup systems or jobs
5. Ensure rapid recovery of backup systems, applications, and data.

The DRP must cover the following areas:

1. Risk Assessment and Business Impact Analysis: Identify potential risks and their impact on tolling operations.
2. Archival and Recovery Strategies: Develop strategies for data backup, archival, system recovery, and business continuity.
3. Emergency Response Procedures: Outline immediate actions to be taken in the event of a disaster.
4. Communication Plan: Establish protocols for internal and external communication during a disaster.
5. Testing and Maintenance: Define the procedure for testing the DRP and execute the test annually including any updates necessary to ensure its effectiveness.
6. Recovery Point Objective (RPO): the maximum acceptable amount of data loss for all critical PBM services, after an unplanned data-loss incident, expressed as an amount of time which shall be zero
7. Recovery Time Objective (RTO): the maximum acceptable amount of time for restoring critical PBM services and regaining access to data after an unplanned disruption, which shall not exceed twenty-four (24) hours
8. Level of Service (LOS): the combination of throughput and functionality required to sustain PBM business operations

The disaster recovery plan shall be kept current throughout the duration of the contract and tested as part of Integration testing, and annually thereafter. The Contractor will also notify CTRMA whenever environments are compromised or otherwise operating in an alternative environment or manner in the event of a disaster event.

Table 35: Disaster Recovery (DR) and Continuity Requirements

Requirement ID	Requirement
DRP-REQ-1	PBM BOS shall provide the DR capability to store 100% of the PBM electronic information
DRP-REQ-2	All transactional data (including violation images) will be retained in accordance with the CTRMA data retention policy and then may be archived in a permanent long-term storage subsystem
DRP-REQ-3	PBM BOS shall provide the capability to purge archived data on a periodic basis in the DR environment
DRP-REQ-4	PBM BOS shall provide CSRs the equivalent capability to perform all back-office functions in the DR environment
DRP-REQ-5	PBM BOS shall provide real-time data synchronization between the active-active sites. Any changes made in the primary environment shall be instantly replicated to the secondary environment.
DRP-REQ-6	PBM BOS shall perform daily incremental backups of the production data
DRP-REQ-7	PBM BOS shall provide a backup process including scheduling full and incremental backups
DRP-REQ-8	PBM BOS shall provide a reconciliation history of items planned for removal and those removed in DR
DRP-REQ-9	PBM BOS shall provide failover to a backup/redundant system(s) in the case the primary system fails, and the CTRMA directs the Contractor to begin the failover
DRP-REQ-10	Disaster Recovery Time shall be tested once during the SAT period and annually thereafter
DRP-REQ-11	Should communications fail between the PBM and any CTRMA-operated facility, the PBM BOS shall be capable of re-transmitting appropriate files to the affected Facility automatically
DRP-REQ-12	PBM BOS shall automatically back up the PBM data daily using appropriate size, time, and subsystems

Requirement ID	Requirement
DRP-REQ-13	Available Disaster Recovery supported by a Tier 2 (or greater) data center complying with the Telecommunications Infrastructure Standard for Data Centers (TIA-942)

3.10 TRANSITION AND CUTOVER PLAN

The PBM Transition/Cutover Plan shall include detailed accounting for all activities, operations, and systems necessary for the transition and Go-Live of the new PBM, including but not limited to:

1. Transition tasks and activities: including all activities, deliverables, sequencing, checkpoints, and schedules for transitioning from the current legacy back-office system to the new PBM. This typically includes elements such as customer communication, coordination with third-party providers, interface providers, legacy vendors, transitioning call center operations, migrating phone systems, staff transfer, and interoperable partners/entities, as well as the identification of personnel resources and availability, and training of resources. This may include tasks and deliverables that are many weeks or even months in advance of the cutover date.
2. Pre-deployment tasks: includes tasks and deliverables that are required for a clean and successful cutover and Go-Live, but that may precede the actual deployment by a few days or weeks. This is typically where checklists are reviewed, resources are re-confirmed, and advance notices of outages are communicated.
3. Deployment tasks: these are the actual detailed Go-Live tasks that are performed for the implementation, usually starting 24 to 48 hours prior to Go-Live
4. Post-deployment tasks: these are all the quality monitoring and production verification tasks post Go-Live, to ensure all systems are operating as expected. The incident management procedures for Go-Live will be included in this section of the plan. The Contractor shall propose an extended period of "Hyper-care" for up to 4 weeks, or whenever incidents level off (whichever comes first). This Hyper-care period would include additional Contractor resources to monitor the system 24/7, report and communicate incidents, resolve problems, and report on the queries identified in the Special Risk Planning session.
5. Rollback plan: this is the detailed plan for rollback, in the event it should be required, and the parameters and conditions which would necessitate a rollback.

All Pre-deployment, Deployment, and Post-deployment tasks on the plan shall include at a minimum:

1. Task number
2. Task name
3. Resources performing the task
4. Subsystem affected

5. Task duration (timing cell in the plan)
6. Running time expired, at the start of the task (timing cell in the plan)
7. 3rd party impacts, if applicable
8. Actual time at the start of the task (timing cell in the plan). The Contractor should use Excel or some cell calculator to calculate the timing cells in the plan. Otherwise, any change to the plan can be onerous for all the timing cells in the plan.

As part of this plan, the Contractor will identify the number of trained software, hardware, and network maintenance personnel who will be assigned to each job category including:

1. Supervisors
2. Network and systems engineers
3. Database and systems administrators
4. Desktop support and level 2 system troubleshooting (full-time, on-site, with competency to manage code)

These resources will also be reflected in the Staffing Plan and Resource List.

3.11 TRAINING PLAN

The Contractor shall plan all training courses, content, and resources as required to support the PBM program. The Contractor shall provide all necessary training equipment and materials.

The Contractor shall develop a Training Plan for CTRMA's review, comment, and approval. The Training Plan shall include a sample training course with sample training materials for CTRMA's review, comment, and approval. Additionally, the Training Plan shall provide the following for each training course:

1. The purpose of the course
2. The qualification requirements for the trainer(s) and the intended audience
3. Course content outline/summary
4. Estimated training course duration
5. Training materials to be provided
6. All equipment required for delivery
7. Any logistical requirements
8. Training plan schedule
9. Training methodology

The Training Plan shall include how all training materials shall be generated and maintained electronically over time so that at the end of the contract, all training materials are current. To the extent possible, PBM BOS training shall be hands-on using the actual system software and actual production knowledge base.

The Contractor shall identify training courses required for CTRMA staff, including Operations, Information Technology, Finance, and other CTRMA-specified departments who require an understanding of the entire or specific subset of PBM BOS functionality. All training courses must be completed before System Integration Testing (SIT).

3.12 INTERFACE CONTROL DOCUMENTS

As part of the requirements phase for the project, the Contractor shall define a list of interfaces and related requirements for the project. During the design phase, the Contractor shall develop appropriate ICDs for CTRMA's review, comment, and approval. These ICDs shall fully describe the interfaces, including file formats, message delivery guarantee structure and receipt acknowledgment, error checking and handling, retransmission procedures, archiving, and other related specifications.

These ICDs shall address the physical, functional, and performance aspects of all interfaces. Data flow diagrams shall be used to illustrate the objectives of the interface. The ICD shall provide information on the proposed security protection consistent with the public exposure of the interface data.

4. DATA MIGRATION

The Contractor shall be required to develop and execute a data migration wherein data from the CTRMA's existing legacy PBM BOS is brought forward to be supported by the Contractor as described herein.

4.1 DATA MIGRATION REQUIREMENTS

CTRMA requires the following for migration:

1. A detailed Data Migration Plan
2. Detailed data mapping from the legacy PBM BOS to the new PBM BOS
3. Data conversion testing (multiple rounds) including proofing the designated reports to be used in the validation of data
4. Complete data migration from the legacy PBM BOS to the new PBM BOS shall be executed as part of pre-deployment tasks and just before PBM BOS go-live

4.2 DATA MIGRATION PLAN

During the design phase, the Contractor shall propose, design, and deliver a comprehensive Data Migration Plan. This plan shall include an analysis of the data to be migrated as approved by CTRMA, legacy database structure(s) with details for data migration, and the needed conversion into the new PBM BOS database structures. The Contractor shall confirm data conversion requirements before submitting the plan to CTRMA for review. The plan shall include the following, at a minimum:

1. All files, tables, and other database constructs to be built in the PBM BOS
2. Data sources for the files and other constructs to be built in the PBM BOS
3. Detailed data mapping from the retained data elements in the legacy system to the finalized data element in the new system. This plan shall also include any conversion processes used
4. A process flow diagram which defines the data migration process through all its stages and steps
5. Data validation checks to be performed
6. Expected data volumes migrated and the total duration time to migrate all data
7. Roles, responsibilities, and a schedule for the migration effort, which includes multiple data conversion test iterations
8. Identification of where automated conversion tools shall be used

CTRMA will provide the approval of this Data Migration Plan before it is implemented for the data conversion test described in the following section.

4.3 DATA CONVERSION TEST

The Contractor shall execute a test of the Data Migration Plan. CTRMA's requirement is such that the Contractor shall test the migration of all the legacy system data into the Contractor's production ready environment. This effort shall include the following, at a minimum:

1. Execution of the data conversion process
2. Monitoring of the conversion process as required
3. Validation of results are as expected using any designated reports

4. Documentation of results and discrepancies
5. Determination of updates needed to the conversion process
6. Retesting

Data conversion testing may require multiple iterations, and CTRMA will provide the approval to continue at each iteration.

4.4 FULL DATA MIGRATION

Full data migration shall occur before the Operational Acceptance of the PBM BOS. The Contractor, with CTRMA's concurrence, shall determine a stopping point in accepting data into the legacy environment while maintaining data integrity and no loss of data. The data migration team, while working closely with the CTRMA resources, shall migrate all CTRMA's legacy data into the new production environment following previously tested/implemented migration scripts, utilizing the approved Data Migration Plan. Once data migration is complete, the PBM BOS shall start accepting data from CTRMA's lane systems.

CTRMA requires that all data validation checks, as defined in the Data Migration Plan, are executed, and approved before approval of the full data migration.

5. PBM BOS TESTING

The Contractor shall conduct testing of the PBM BOS to validate functionality, availability, reliability, accuracy, and compliance to the requirements of this Scope of Services or any changes to requirements due to change orders or break/fix activities. This includes all the functionality delivered by the proposed system and all third-party components.

The Contractor shall conduct internal tests of the PBM BOS and interfaces (dry runs) following approved test plans and procedures before CTRMA observes formal test phases. Dry run testing shall be successfully completed by the Contractor no less than two weeks before any formal test phase that it precedes. The Contractor will provide the results of these dry runs to CTRMA before the commencement of the formal and observed tests. CTRMA may require the Contractor to re-run the internal tests before conducting a formal and observed test if the preliminary test results do not indicate the test would be passed per the test plan and procedures.

The Contractor shall document, by way of an issues list, all defects and issues discovered during all test phases including dry runs. All issues and defects shall be logged, assigned a resolution date and severity/priority level. This issues list shall be provided to CTRMA within two (2) days of completion of each test phase. The Contractor shall be responsible for tracking all defects and issues found during all testing phases until a complete resolution is reached with CTRMA's approval. The Contractor shall implement or utilize a system defect and testing tracking environment (JIRA) for the duration of the contract. Issues (tickets) logged in this system shall be available to CTRMA, and CTRMA shall have access to this system. CTRMA may require that updates to this issue list be submitted to CTRMA, and software demonstrations performed to verify that the updates have been completed. All defects must be fixed, tested, and resolved to CTRMA's satisfaction in each formal test phase before moving onto the next phase of testing or final system acceptance. At CTRMA's sole discretion, minor defects may be allowed to be scheduled for resolution after the completion of any test phase.

The Contractor shall maintain and have readily available for CTRMA access a test environment.

5.1 MASTER TEST PLAN

The Contractor shall submit a Master Test Plan to CTRMA for review, comment, and approval. This Master Test Plan shall provide the standards for developing individual test plans and procedures for the different phases of formal testing. These standards shall describe how each formal test shall be conducted, document test procedure format, discrepancy/issue/defect severity level definitions, discrepancy/issue/defect tracking, and the entry, exit, and acceptance criteria for each test phase. CTRMA must approve entry and exit criteria for all test phases. All functionality delivered by The PBM BOS shall be demonstrated/tested, and the Master Test Plan shall describe these demonstrations. The Master Test Plan shall describe the overall testing strategy and approach to each test phase, whereas each formal test shall have its own test plan comprised of detailed test cases and procedures specific to that phase.

The Contractor shall use the following priority levels with associated descriptions for all test phases and describe their approach to the handling of these priority levels in the Master Test Plan.

1. **Priority One:** Typical characteristics of this class of defect include the following:
 - a. The defect is related to a legal or revenue impacting issue that must be resolved before deployment. The PBM BOS cannot go into production until the defect is fixed.
 - b. The defect has a measurable, negative impact on CTRMA's revenue.
 - c. The defect will result in a customer-facing issue for CTRMA.
 - d. It will directly impact users or operations in a major, noticeable way.
 - e. It occurs (or will occur once the application is released) quite often (e.g., daily) in actual production or simulation.
 - f. There is no real workaround.
 - g. The defect causes downtime to the point the applicable availability SLAs is not able to be met for the OAT period.
2. **Priority Two:** Typical characteristics of this class of defect include the following:
 - a. It directly impacts users, or operations, in a major, noticeable way.
 - b. It occurs (or will occur once the application is released) often (at least once a week) in actual production or simulation.
 - c. The problem causes application downtime or blocks test/test sets.
 - d. There is no real workaround, or there is only one workaround that requires significant effort on the part of the user.
3. **Priority Three:** Typical characteristics of this class of defect include the following:
 - a. It occurs (or will occur once the application is released) less often than weekly in actual production or simulation.
 - b. The defect does not cause significant application downtime.
 - c. The defect is not functioning as documented or expected.
4. **Priority Four:** Typical characteristics of this class of defect include the following:
 1. It relates to content, documentation, or other "non-application" aspects of the PBM BOS or subsystem.

2. If functionally related, the problem seldom occurs (or seldom will occur once the application is released) in actual production or simulation.
3. Users have not noticed, or are unlikely to notice, that there is a problem

As design and development activities take place, testing strategies and plans may change and require revisions. As such, throughout the implementation phase, updated versions of the Master Test Plan and related test documents (individual test plans and final test reports) shall be revised or appended to the Master Test Plan and delivered to CTRMA for review and approval. In this way, the Master Test Plan will stand as a record of all testing performed during development, implementation, and acceptance. After OAT, system testing shall be managed as part of the Contractor's QMP. This plan shall address QA testing and regression testing to verify changes to the PBM BOS, including equipment, hardware, application, database, operating systems, COTS upgrades, and all types of patching.

Formal tests shall conform to the standards defined in the Master Test Plan. For formal tests that require test cases/procedures (e.g., FAT, and Integration testing at a minimum), test cases/procedures shall include the following elements, at a minimum:

3. Introduction
 - a. Test purpose
 - b. Test platform (including required equipment, environmental resources, and connectivity)
 - c. Requirements to be demonstrated (cross-referenced to lowest level requirement and the RTM)
 - d. Time estimate
 - e. Prerequisites
 - f. Set-up and test data preparation needed
4. Individual Test Conditions/Steps
 - a. Test condition identifier (e.g., a reference to requirement)
 - b. Description of steps to execute the test case
 - c. Expected results for each step
 - d. Actual results and the party responsible for executing the test (entered after test execution)
 - e. Pass/Fail checkbox for each step
 - f. Notes/comments

As test cases for specific formal tests are developed, they shall be submitted to CTRMA for review, comment, and approval. Once approved, the test cases (and later the results) shall be added to the Master Test Plan as addendums.

5.2 FACTORY ACCEPTANCE TEST (FAT)

The Contractor shall conduct a Factory Acceptance Test (FAT) to demonstrate that all requirements and functionality have been incorporated into the PBM BOS. FAT shall demonstrate to CTRMA the full functionality operating in a test environment with hardware and software representative of the final system as deployed into production. The FAT will demonstrate all requirements of the PBM BOS, as documented in the RTM and the SDDD. The FAT will include

a performance test that demonstrates that the PBM BOS will handle twice the expected transaction volumes of CTRMA facilities. CTRMA or CTRMA's representatives will observe the formal FAT.

All PBM BOS functionalities including CSC, IVR, website, CTRMA-developed mobile application, interfaces capacity/performance, and ease of use (GUIs), shall be tested and demonstrated during FAT. All reports shall be generated from the PBM BOS to verify that delivered reporting functionality meets all requirements. Reports testing shall utilize test data sets. Internal and external interfaces shall be observed and verified against requirements and for data accuracy. As the availability of third-party interface providers to support FAT testing may be limited, interface testing during FAT may be simulated if approved by CTRMA.

CTRMA will observe all FAT testing. If the Contractor fails some portion or all of FAT, and CTRMA desires a retest, then the Contractor shall be held accountable for any costs incurred by CTRMA to support and observe the additional FAT event(s).

5.2.1 FAT Plan

The Contractor shall develop a FAT Plan, including test cases/procedures/scenarios designed to demonstrate all functionality and requirements of the fully operational system operating in a factory/test environment. The Contractor shall submit the FAT Plan and Procedures to CTRMA for review and approval. The FAT Plan shall include descriptions of how the FAT will be conducted, along with a schedule that includes a day-by-day listing of the different sub-systems, modules, and interfaces to be tested. The FAT Plan and Procedures shall include the requirements to be tested along with the expected results, a description of test data used for functional testing, and a description of the priority levels used for classifying and recording any defects noted during FAT.

5.3 PBM BOS SYSTEM INTEGRATION TEST (SIT)

PBM BOS SIT is an end-to-end test to verify that all aspects, components, and modules of the system components and interfaces meet functional and performance requirements. SIT is to be performed in a production-ready hardware, equipment, network, and connectivity configuration. For any controlled testing during this phase, previous test procedures from FAT can be reused if appropriate and approved by CTRMA.

All third-party interfaces with the PBM BOS shall be demonstrated during the SIT and shall be verified to comply with appropriate ICDs. Test cases and test procedures for SIT will demonstrate that all required data/files/images can be retrieved from and sent to CTRMA's Data Platform Host with appropriate validation checks, per the ICD for that platform. All data transmission failure cases with failure codes per the ICD shall be demonstrated, and all system-to-system reconciliation processes shall be demonstrated.

5.3.1 SIT Plan

The Contractor shall develop a SIT Plan including test cases/procedures/scenarios for CTRMA review and approval. Similar to the FAT Plan, the SIT Plan shall include performance testing with simulated transaction volumes representative of twice the expected real-world load.

5.4 PARALLEL OPERATIONS TEST (POT)

Parallel Operations Testing (POT) is to demonstrate the PBM BOS can accept incoming data files based on production volumes and time schedules, exercise internal business rules and system design workflows in a production like setting, and produce accurate outgoing data and results.

The focus of POT and related validation efforts is confirmation that the requisite network, software design and development, system configurations, and data throughput match or exceed the CTRMA's expectations and requirements of a production environment. Key reports and queries will be defined prior to the start of POT and used to compare the Contractor provided PBM BOS to CTRMA's current PBM BOS to ensure the PBM BOS is ready to move into a production state.

5.4.1 POT Plan

The Contractor shall develop a POT Plan including test cases/procedures/scenarios for CTRMA review and approval to be used during POT execution.

POT shall be executed over a period of approximately 2 months to confirm consistent and reliable performance, and to expose the PBM BOS to a variety of production, real world scenarios. Generally, for each identified functional area, results are analyzed in the PBM BOS using predefined reports, if available, or queries, developed for POT validation. The results will be compared against existing production reports where possible, to validate the performance and accuracy of the PBM BOS.

In general, the test cases and scenarios will be executed daily to continuously monitor the progress and results of testing.

The Contractor and CTRMA may exclude some PBM BOS functions, such as payment processing, mailing correspondence, etc. that are not replicable in a test environment. Any functionality or business rules the Contractor suggests is excluded from POT must be reviewed and approved by CTRMA prior to the start of the POT phase.

5.5 USER ACCEPTANCE TEST (UAT)

UAT is conducted to demonstrate the full PBM BOS functionality such that both the Contractor and CTRMA can conclude that from a user perspective, the PBM BOS is ready for production. The Contractor shall perform a UAT with the PBM BOS operating in a pre-production capacity with CTRMA observing the use of the system. An entry criterion for UAT is a certification from the Contractor that the full go-live production environment in its final configuration is ready. In short, the same environment that will be used for the production go-live is the environment that will be used for UAT.

As with FAT, all PBM BOS functionalities including CSC, IVR, website, CTRMA-developed mobile application, interfaces capacity/performance, and ease of use (GUIs), shall be tested and demonstrated during UAT.

5.5.1 UAT Plan

The Contractor shall develop a UAT Plan including test cases/procedures/scenarios designed to demonstrate all user and reporting functionality and requirements of the fully operational PBM BOS are operating in a pre-production environment. The UAT Plan shall include descriptions of

how UAT will be conducted, along with a schedule that includes a day-by-day listing of all modules to be tested. The UAT Plan shall be submitted to CTRMA for review and approval.

5.6 OPERATIONAL ACCEPTANCE TEST (OAT)

The Contractor shall perform an OAT after the PBM BOS has been deployed into a production environment. The OAT shall have a duration of 3 months (90 consecutive days) with the fully implemented PBM BOS supporting CTRMA operations and staff.

An entry criterion to OAT is that the PBM BOS is meeting or exceeding all functionality and performance requirements as demonstrated during FAT, SIT, UAT and that all SLAs are being met, and all defects are resolved. Two weeks before OAT, the Contractor shall conduct an in-person OAT readiness meeting with CTRMA to walk through OAT entry criteria and the system's and Contractor's readiness. During the OAT, the Contractor shall demonstrate all SLAs are being met by way of the SLA reporting requirements described in Appendix B.

CTRMA shall have access to all data sets and reports used by the Contractor to demonstrate compliance with the SLAs during OAT. The Contractor is solely responsible for executing OAT and recording the results. However, at its discretion, CTRMA may observe and report defects during OAT.

CTRMA may stop the OAT whenever a priority 1 level issue is detected and cannot be remedied within contractual guidelines. CTRMA and the Contractor will determine if the OAT period is restarted from the beginning, or if the OAT period will continue once the issue is resolved. If any portion of OAT requires repeated restarts due to no fault of CTRMA, the Contractor may be held accountable for any costs incurred by CTRMA to support any additional acceptance testing period(s).

The Contractor shall be given full project acceptance and authorization to initiate invoicing for the PBM BOS, upon the successful completion and the CTRMA approval of the OAT and meeting of other conditions as specified in the contract documents.

5.6.1 OAT Plan

The Contractor shall develop an OAT Plan that includes all procedures that will be used to demonstrate the PBM BOS is meeting all SLAs. The OAT Plan will describe entry and exit criteria, will include sample SLA reports, and will describe procedures for halting and re-starting OAT including the triage, testing, and fully resolving any high-priority defects. The OAT Plan shall describe the process for correcting defects/issues found during the OAT period, and the regression testing required to implement fixes. The OAT Plan shall be submitted to CTRMA for review and approval.

5.7 TEST REPORTS

No more than ten (10) business days following the completion of each formal test, the Contractor shall submit a Test Report to CTRMA for review and approval. The Test Report shall describe:

1. Test phase (e.g., FAT, SIT, UAT, OAT, POT)
2. Description of the testing process
3. Results of the test
4. Listing of all defects identified along with the severity level of each defect

5. Impact analysis of all defects including impacts to operations, customers, CTRMA and 3rd parties, etc.
6. Plan for resolving defects
7. Recommendation for retests (if appropriate)

The final approved test report for each formal test shall also be added to the Master Test Plan. CTRMA reserves the right to withhold approval and any associated payments pending completion of corrective action and any necessary retests.

During FAT, SIT, and UAT the Contractor shall submit daily progress reports that contain the following:

1. Total test cases executed
2. Total test cases closed (% complete)
3. Total defects opened
4. Total defects closed
5. Remaining open defects by priority

6 MAINTENANCE

The Contractor shall provide all necessary maintenance services to support all hardware, software and network for the PBM BOS. The Contractor will provide maintenance services 24 hours a day, 7 days a week for all days in the year for the duration of the Contract. The Contractor shall provide full-time remote help desk support services to assist in troubleshooting and incident/case management for identified software and system issues.

The Contractor shall perform maintenance activities on a priority basis to detect, isolate, and rectify a fault or substantial degradation in the functionality of the PBM BOS to restore it to its normal operable state. The Contractor shall prioritize all PBM BOS maintenance events based on the potential impact on performance, operations, and the ability to collect revenue.

The Contractor may enter into the maintenance phase upon successful completion and CTRMA acceptance of all test phases, approval of deliverables, and final system acceptance. A separate Work Authorization will be issued for this maintenance phase.

7 OPERATIONAL QUALITY AND COMPLIANCE

All information, data, and records made available to, utilized, or generated by the Contractor shall, at all times, be utilized and referenced in full compliance with all applicable laws, rules, and regulations relating to the Contractor's scope of work.

The Contractor shall be required to participate in audits conducted by outside, independent auditors hired by CTRMA.

The Contractor shall submit their Compliance Program Plan in accordance in accordance with the timeline in the applicable Work Authorization and how it ensures adherence to all applicable laws, rules, and routine Court findings. The Compliance Program Plan shall include the following:

1. Compliance Program Governance:

- a. Leadership and Oversight: Designate a compliance officer or committee responsible for the program.

- b. Policies and Procedures: Develop and maintain written policies and procedures that address compliance with applicable laws and regulations.
- 2. Risk Assessment:**
 - a. Identify Risks: Conduct regular risk assessments to identify potential compliance risks.
 - b. Mitigation Strategies: Implement strategies to mitigate identified risks.
- 3. Training and Education:**
 - a. Employee Training: Provide ongoing training for employees on compliance policies, procedures, and relevant laws (e.g., Fair Debt Collection Practices Act).
 - b. Documentation: Maintain records of training sessions and attendance.
- 4. Monitoring and Auditing:**
 - a. Internal Audits: Conduct regular audits to ensure compliance with policies and procedures.
 - b. Monitoring Systems: Implement systems to monitor compliance activities and detect potential violations.
- 5. Reporting and Communication:**
 - a. Whistleblower Policies: Establish procedures for employees to report compliance concerns without fear of retaliation.
 - b. Communication Channels: Ensure clear communication channels for compliance-related information.
- 6. Response and Prevention:**
 - a. Investigation Procedures: Develop procedures for investigating and responding to compliance violations.
 - b. Corrective Actions: Implement corrective actions to address and prevent future violations.
- 7. Documentation and Recordkeeping:**
 - a. Maintain Records: Keep detailed records of compliance activities, including risk assessments, training, audits, and investigations.
- 8. Continuous Improvement:**
 - a. Review and Update: Regularly review and update the compliance program to reflect changes in laws, regulations, and business practices.

The Contractor shall create and obtain approval from the agency for quality requirements/scorecards and an evaluation plan for each transactional-based team including:

1. Contractor Payment Processing
2. Contractor Customer Service Call Center
3. Contractor Chat Support
4. Contractor Dispute and Case Management Handling
5. Collection Agency Call Center
6. Collection Agency Dispute and Case Management Handling
7. Collection Agency Chat
8. Collection Agency Payment Processing
9. File Management and Error Handling
10. Transaction Reconciliation

The Contractor shall conduct an appropriate number of audits for each team to routinely evaluate and provide feedback on their performance.

Monthly, the Contractor shall provide a list of all calls, disputes, payment batches, accounts, and files exchanged. The agency will select representative calls, disputes, batches, accounts, and files to audit for compliance to standards using the scorecard designed by the Contractor and agreed to by the agency for evaluation.

The Contractor shall comply with a set of Key Performance Indicators (KPIs). These KPIs are listed in Appendix B, along with the target performance levels. The Contractor shall measure these KPIs periodically (no less often than monthly) and report them to the CTRMA along with all necessary reports and data to support the measured levels of performance.

7.1 CONTINUAL IMPROVEMENT PROGRAM

The Contractor shall participate in a Continual Improvement Program (CIP) with CTRMA. The CIP intends to realize improvements in the system and operations that shall benefit CTRMA and CTRMA customers. Benefits for CTRMA and CTRMA customers include the following, at a minimum:

1. Increasing revenue
2. Decreasing operating costs
3. Improving customer experience
4. Improving data management, reporting, and audibility
5. Enhancing the efficiency and safety of the PBM BOS and the PBM BOS operations

Beginning with approval of the OAT, and annually after that, the Contractor shall meet with CTRMA to identify elements of the PBM BOS and the Contractor's operations to improve. The specific schedule for the CIP shall be determined after the contract award, but the Contractor should assume that the first CIP meeting shall be held with CTRMA within one (1) year after system acceptance.

Within four (4) weeks of each meeting, the Contractor shall provide CTRMA with a written proposal including the following elements:

1. A description of the element(s) of the PBM BOS and the Contractor's operations identified for improvement. The description shall include how the Contractor shall achieve the improvement(s), including all work necessary, changes to the PBM BOS or software, and any required coordination or involvement from CTRMA and 3rd parties.
2. A specific improvement goal(s), which indicates both the current performance level for the element(s) and the proposed improved performance level.
3. How the performance of the element(s) shall be tracked and measured. When applicable, improvements shall be driven by measurable performance characteristics. Results shall be measured to document performance improvements. All measured performance characteristics shall be based on objective criteria. The Contractor shall clearly describe how CTRMA shall be able to review and validate the performance of the element(s).
4. A detailed description of benefits to CTRMA and CTRMA customers that would result from the improvement(s). If possible, the description of benefits shall include a financial analysis of how the proposed improvement(s) would result in the following:
 - a. Higher revenue
 - b. Accuracy, efficiency, and/or reliability of services
 - c. Improved system performance
 - d. Lower operating costs
 - e. Improved customer service
 - f. Data management
 - g. Reporting
 - h. Audibility
 - i. Enhancement of the efficiency of the PBM BOS and the PBM BOS operations

5. A detailed schedule presenting the activities required to realize the proposed improvement, including the time frame over which the improvement shall be measured and the date by which the improvement goals shall be reached.
6. A description of how the Contractor shall maintain the improved element(s) at a higher performance level.
7. A detailed cost estimate to implement the improvement. The cost shall include the Contractor's labor, materials, and other costs.

CTRMA shall have four (4) weeks to review the Contractor's proposal and approve, reject, or ask for modifications. If CTRMA requests modifications, the Contractor shall provide a revised proposal to CTRMA within four (4) weeks. CTRMA may choose not to implement an improvement at any time before accepting a proposal and instructing the Contractor to proceed with an improvement(s). CTRMA may postpone CIP meetings or suspend the CIP program at any time at its sole discretion.

8 OPERATIONAL MANAGEMENT AND REPORTING

At the end of the first full month of live operations, and for the duration of the contract term thereafter, the Contractor shall submit a Monthly Performance Report (MPR) and a Monthly Quality Report (MQR) for CTRMA's review. The Contractor shall establish a recurring meeting with CTRMA staff to present and review the monthly MPR. The Contractor shall submit a draft version of the MPR no less than 90 days prior to Go-Live, for CTRMA review and approval. The MPR should include operational, financial, and SLA performance results, including the following topics:

1. Operational Performance
 - a. Call handling
 - b. Email and chat handling
 - c. Incoming inquiry and dispute handling
 - d. Storefront / walk-in customer handling
 - e. All methods of incoming / Outgoing correspondence handling
 - f. Website statistics
 - g. Payment processing statistics for all offered payment channels and methods
 - h. Customer satisfaction
 - i. SLA targets and results
 - j. Staffing levels
 - k. Enforcement statistics and results (habitual violator, court processing)
 - l. Registered plate account statistics
 - m. Quality assurance, including updates pertaining to the Continual Improvement Program
 - n. Financial liquidation for < 30, 30, 60, 90, 120, 180 days and 1 year

8.1 TRANSACTIONAL QUALITY VERIFICATION

The purpose of the Transaction Quality Verification is to validate the effectiveness of the customer support functions of lockbox/payment handling, call center, chat support, incoming correspondence handling, advanced escalation handling, and file management/error handling for all agencies supporting the CTRMA program. The Contractor shall submit a draft version of the MQR no less than 90 days prior to Go-Live, for CTRMA review and approval. The MQR should include for each function and each vendor the volume of transactions, the number of quality audits completed, the average number of audits completed for each person, and the score earned.

One week prior to the scheduled meeting, the Contractor will forward to CTRMA the prior month's quality results. CTRMA will request random quality samples to be reviewed in the meeting. Additionally, CTRMA may request random work products to be submitted for live quality evaluation within the meeting.

The agenda of the Transaction Quality Verification meeting will be:

1. Review of action items from prior meeting
2. Operational Quality – review selected transaction quality results
3. Escalated Complaint Review – review any complaint and associated response submitted to CFPB, BBB, state or federal regulatory agency related to a CTRMA account, if any

4. Operational Documentation – review any CTRMA-specific documents that may be needed to support improved quality
5. Action Item Summary – verify all new/outstanding action items, expectations, and associated owners

9 PROJECT CLOSEOUT

Upon CTRMA's direction, the Contractor shall be responsible for services in support of transitioning the responsibilities under this contract to CTRMA and/or another entity whenever this contract terminates, or if contract scope is reduced. The Contractor shall be responsible for the following activities in support of succession:

1. The proposed approach to support the transition to a successor at the conclusion of the contract.
2. Update all documentation to include any previously undocumented changes, additions, alterations, and configurations for delivery to CTRMA and any succeeding entity.
3. Provide all service contracts, agreements, licenses, manuals, Standard Operating Procedures, correspondence, outstanding invoices, manuals, and training materials to CTRMA and any succeeding entity.
5. Participate in meetings to plan for the transition of the data to another system.
6. Participate in testing of migration procedures and applications.
7. Provide any technical data requested by CTRMA or any succeeding entity.

The Contractor shall prepare and submit a Succession Plan to CTRMA. The Succession Plan shall include the following, at a minimum:

1. Provide information and a schedule for the transition of the system.
2. Define the personnel, roles, and responsibilities to maintain and execute the plan.
3. Define the processes, activities, and controls required.
4. Provide for an orderly transition of all components comprising the PBM BOS from the incumbent Contractor to the incoming Contractor.
5. A description of what procedures shall be necessary to prepare and transfer all data and documentation to CTRMA or a succeeding entity.
6. A proposed schedule for the succession activities necessary for an efficient, accurate, and complete transition to a succeeding entity.
7. The Succession Plan shall support a 120-day succession period to transition operations from the incumbent Contractor to the incoming Contractor. During this 120 -day period the Contractor must provide continued services and transition support to ensure that there is business continuity and no negative effects to customers and customer service during the transition and compliance with all SLAs/KPIs is maintained.
8. The initial Succession Plan shall be submitted no later than ninety (90) days after Go-Live. The Contractor shall update the Succession Plan annually to reflect any changes resulting from maintenance, configuration, or upgrades that may impact any aspect of the Succession Plan. All updates to the Succession Plan shall be submitted to CTRMA for review and approval. The Contractor shall be responsible for supporting the transition to the successor system, without additional cost, at the end of the contract.

APPENDIX B
Key Performance Indicators / Service Level Agreements

SERVICE LEVEL AGREEMENT (SLA)

1.1 GENERAL PROVISIONS

The Contractor shall meet defined levels of performance in the execution of the Scope of Services. This Appendix B describes the minimum system and operational performance requirements the Contractor must meet. The Contractor is responsible for demonstrating that the performance requirements of the Scope of Services and, as otherwise described herein, can be met or exceeded before Final System Acceptance. The measurement of these service level SLAs shall be automated where possible and shall be straightforward and data-driven, as agreed to by the Contractor and CTRMA. CTRMA, at their discretion, may periodically audit the reported results.

The Contractor shall maintain all corresponding data in compliance with the data retention policies outlined in the Scope of Services, and the data shall be made available to CTRMA upon request. The methods and results of the measurement process shall be fully subject to independent audit. They shall be utilized by the Contractor to take corrective action to correct any deficiencies and failures to meet the required availability, accuracy, operational, and performance requirements. The Contractor shall be subject to liquidated damages as described in the SLA table for failure to provide the required reports within the specified timeframe or if reports are not accurate or complete.

Actual performance shall be defined and measured against the requirements and time periods in the SLA table to assess the availability, accuracy, and performance of the delivered system. This appendix addresses these requirements for the following levels of service:

1. Availability (AV#)
2. Accuracy (AC#)
3. Timing (TC#)
4. Operations Performance (OP#)
5. Help Desk (HD#)

The sections below provide general conditions that apply to the SLAs described herein. Should a specific SLA section define terms or conditions which appear contrary to these general provisions, the terms or conditions within the specific SLA section take precedence.

1.2 KEY PERFORMANCE REQUIREMENTS

1.2.1 Availability Requirements

The Availability requirements, as specified in the SLA table, shall be measured during the Operations Acceptance Test and monthly thereafter. The availability requirements will not include approved scheduled preventive maintenance activities.

These requirements shall be initially applied at the start of the maintenance and CSC operations phase. Once CTRMA has certified systems acceptance the PBM BOS system shall transition to the maintenance phase. The monthly Contractor compensation, as applicable, shall be subject to the monthly assessment of availability and reliability measurement, as well as other criteria as outlined in the SLA table, and applicable damages for failure to meet such criteria.

1.2.2 Performance Reviews

CTRMA will review the Contractor's PBM system and CSC operations performance monthly, using required system reports provided by the Contractor, including operational reports created by the Contractor and delivered to CTRMA for review as defined in Appendix A. Performance reviews shall begin one (1) month after the start of the maintenance and CSC operations phase and shall include evaluation of the previous month of operation. CTRMA may elect to waive or impose damages during the first three (3) months of the CSC operations phase.

The availability calculation will not include downtime during any approved maintenance period unless such failure to approve is the result of the Contractor not following the CTRMA procedures in making the request.

1.2.3 Chargeable and Non-Chargeable Failures

For purposes of calculating availability performance chargeable and non-chargeable failures are defined as follows:

1. Chargeable Failures

Chargeable failures include any failures that are not specifically identified as non-chargeable in Section 6.2.3.2, including but not limited to:

1. A malfunction that prevents the ETCS PBM BOS (hardware or software) from performing its designated function, when used and operated under its intended CSC operational and environmental conditions as detailed in the Scope of Services.
2. Any failure of equipment or software that allows revenue loss to occur that is not already accounted for as a separate performance failure.
3. Significant software anomalies and bugs that affect the performance and operation of the PBM BOS and CSC.
4. Failure to properly process a PBM toll transactions in accordance with implemented workflows.
5. Failure to accurately reconcile the PBM BOS.
6. Loss of data including failure to meet data retention requirements.
7. Failure to electronically send or receive information in adherence with approved Interface Control Documents.
8. Failure to generate the reports required to operate, reconcile, and audit the system.

2. Non-Chargeable Failures

Non-chargeable failures include any failures that are not specifically identified as chargeable in section 1.2.3.1, including but not limited to:

1. Force majeure event, as defined in the Agreement.
 2. Vandalism
-

3. System component failures caused by environmental or operating conditions outside the design standards of the equipment
4. Failures that are customer or user induced

3. Stop Clock Conditions

The Contractor may be excused from its obligation to meet the performance and service level requirements set forth herein under certain conditions that shall be referred to as “Stop Clock Conditions.” Only the time during which such conditions are present shall be excluded from the timeframes used to measure the Contractor’s performance as set forth below:

1. The Contractor will exclude from its availability calculations the time arising from any of the following “Stop Clock Conditions,” provided that Contractor makes reasonable efforts to contact CTRMA immediately upon the commencement of the Stop Clock Condition time period:
 - a. Routine Scheduled Maintenance provided such schedule was provided to and approved by CTRMA in advance and in writing; provided however, that in no event shall the Stop Clock Condition time period be extended beyond the standard routine scheduled maintenance time period.
 - b. Force Majeure Events.
 - c. Interruption, failure, or general unavailability of internet due to the failure of the internet service provider that materially and adversely affects Contractor’s ability to perform the Work, unless caused by Contractor, Contractor affiliates or subsidiaries, or subcontractors.
 - d. Power outages that materially and adversely affect Contractor’s ability to perform the Work that are caused by electrical utility providers or common carriers.
 - e. Interruption, failure, or general unavailability of the cloud data service provider due to a failure of the cloud data service provider.
 - f. Impacting the primary hosting location that materially and adversely affects the Contractor’s ability to perform the Work. However, the time period for this Stop Clock Condition, if it is limited in duration by the applicable failover requirement in the Contract Documents; or
 - g. Impacting both the primary and secondary hosting locations that materially and adversely affects the Contractor’s ability to perform the Work.
 - h. CTRMA or CTRMA third-party contractor act or failure to act that materially and adversely affects the Contractor’s ability to perform the Work.
 2. Notwithstanding any other provision of the Contract Documents to the contrary, Stop Clock Conditions do not apply to:
-

- a. Contractor's response time performance requirements as detailed in the SLA table in this appendix.
- b. Testing or maintenance initiated by Contractor outside of routine scheduled maintenance windows.
- c. Time period during which CTRMA has made reasonable efforts to notify Contractor's Project Manager or Help Desk of a problem, but Contractor's Project Manager or Help Desk was not available or reachable.
- d. Failure of the Contractor to provide adequate infrastructure to ensure delivery of the contracted services will not be considered a valid Stop Clock Condition to the extent such failure of Contractor contributed to the Stop Clock Condition.
- e. Any other reason or cause not expressly listed above.

If Contractor asserts a Stop Clock Condition as an excuse to meet performance and service level requirements, in order for the Stop Clock Condition to apply for the period of time claimed, Contractor must prove the following to CTRMA's satisfaction:

- 1. that the claimed Stop Clock Condition was the sole proximate cause of Contractor's inability to perform;
- 2. that Contractor took reasonable steps to minimize and mitigate the delay and damages caused by the claimed Stop Clock Condition(s) when known or should have been known;
- 3. that Contractor timely notified CTRMA of the Stop Clock Condition which is claimed; and
- 4. Contractor otherwise complied with any applicable failover requirements under the Contract Documents.

1.2.4 Accuracy Requirements

Accuracy requirements are specified in the SLA Table.

1.2.5 Time Constraint Requirements

Time Constraint requirements are specified in the SLA Table.

1.2.6 Operational Performance Requirements

Operational Performance requirements are specified in the SLA Table.

1.2.7 Help Desk Support Requirements

Help Desk requirements are specified in the SLA Table.

1.2.8 Miscellaneous

If the Contractor fails to complete the repair according to the service levels outlined in the SLAs, then the Contractor shall, in addition to the liquidated damages assessed for the single event, be responsible for liquidated damages resulting from not meeting the repair time service levels for the affected systems.

1.2.9 Base and Incentive Metrics

Each SLA defined in the SLA table below is designated as either a “Base” or “Incentive” SLA. The Contractor must successfully meet all “Base” SLAs as stated in the SLA table to qualify for a monthly incentive payment.

The Contractor is not eligible for an Incentive payment if any of the Base metrics are not met, regardless of their performance associated with all other metrics.

For example, if the Contractor fails to meet the Base SLA, AV1, PBM BOS Application, but does meet all other SLA requirements as defined in the SLA table, the Contractor is ineligible for an incentive payment.

However, if the Contractor fails to meet the Incentive SLA, OP11, but meets all other SLA requirements as defined in the SLA table, the Contractor may qualify for an incentive payment based on their total Performance Points.

1.2.10 Performance Points

The Contractor's eligibility for Incentives or Liquidated damages is determined by the sum of their Performance Points score based on their monthly cumulative performance for all SLAs described in the SLA Table.

Each SLA in the SLA table is assigned a performance point value. If the Contractor successfully meets the required SLA requirement, they are awarded the corresponding Performance Point value. If the Contractor fails to meet an SLA requirement, they are not awarded a Performance Point for any applicable SLA.

For example, if the Contractor meets all SLAs as defined in the SLA Table, except for AV1, PBM BOS Application Availability, valued at 4 Performance Points, the assigned Performance score is 96 for that particular month.

1.2.11 Performance Score

Based on the Contractor's total Performance Points for the month, the Contractor may 1) be awarded an incentive payment, 2) assessed a non-compliance penalty, or 3) remain neutral (not qualify for an incentive or a penalty).

The Contractor's Performance Score is determined by dividing the Performance Points Earned by the Total Possible Performance Points. For example, if the Contractor earns 98 Performance Points out of a possible 100 Performance Points ($98/100=98\%$), they would qualify for a score of “A+”, and an incentive amount equal to the monthly compensation owed multiplied by a factor of 4%.

Performance Scores will be rounded up, so that a score of 96.5% would be evaluated as a score of 97%

Example : Contractors Monthly Compensation: \$500,000
Performance Points Earned: 98%, or A+
Performance Score Factor: 4%
Contractor Incentive: $\$500,000 \times .04 = \$20,000$
Contractor Total Monthly compensation: \$520,000

The table below defines the range of scores used to determine the Contractor's Incentive or Penalty.

Performance Rating	Score	Low Range	High Range	+ / -	Compensation Factor
A+		98%	100%	+	+ 4%
A		94%	97%	+	+ 2%
A-		90%	93%		-
B		80%	89%	-	- 2%
C		70%	79%	-	- 4%
D		60%	69%	-	- 6%
F		50%	59%	-	- 8%
F-		0%	49%	-	- 30%

1.2.12 Calculation of Damages for Consecutive Failures

Recurring and consecutive failure to comply with the SLAs provided in this Agreement will result in substantial harm to CTRMA, but damages from such harm are difficult to quantify. Damages will increase for prolonged periods, and therefore for any SLA that is missed for three consecutive months, the missed Performance Points will be doubled for each subsequent month where the SLA is missed. For example, if SLA AV3, IVR and Telephony availability, and assigned 4 Performance Points is missed for 3 consecutive months, eight (8) Performance Points will be deducted from the Performance Score, rather than four (4), each subsequent month until the issue is remedied, and the SLA is meet.

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
AV3	Website	Availability	OLCSC Uptime	Contractor provided customer facing OLCSC (www.xxxxxxx.com) is available and functioning per the approved design.	Measured Monthly for entire time period	99.50%	X		4
	<p><u>Measurement Method:</u></p> <p>Website Availability = 1 - [total website downtime / (expected time of operations – exclusions)]</p> <ol style="list-style-type: none">SAT and Operational measurement methods to be the same.System report to be provided monthly by the contractor to indicate availability (see TC4).SLA includes hardware availability.Exclusions are events or conditions set forth in Section 6.2.3.3 (Stop Clock Conditions) in the preamble of this Appendix B <p>If redundant systems are available so that there is no interruption or degradation of service, then this SLA is not triggered.</p>								
AC1	Back Office	Accuracy	Posting to Accounts	Each correctly formed trip/transaction (per the applicable and approved ICD) is posted or excepted accurately (including all applicable data values) to the correct account, or made available to the RO DMV lookup process.	Measured Monthly for entire time period	98% of transactions within 4 hours and 100% of transactions within 24 hours	X		6
	<p><u>Measurement Method:</u></p> <ol style="list-style-type: none">System report to be provided monthly by the contractor to indicate accuracy (see TC4)All transactions for the audit period to be reported upon, including:<ol style="list-style-type: none">Appropriate details regarding the transaction received by the third-party system.Transaction characteristics/details related to transaction posting.Final posting disposition.For transactions not yet in their final disposition at time of audit: information to be provided on current transaction status.								
AC2	ROV	Accuracy	Transaction billing	Percentage of eligible transactions classified as billable/unbillable <= 30 business days for Texas plates and <= 50 business days for Non-Texas plates	Measured Monthly for entire time period	100%	X		6

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	<p><u>Measurement Method:</u></p> <ol style="list-style-type: none">System report to be provided monthly by the contractor to indicate accuracy (see TC4)All transactions for the audit period to be reported upon, including:<ol style="list-style-type: none">Appropriate details regarding the result received by the third-party system.Transaction characteristics/details related to license plate result.								
TC1	Interfaces	Timing	Third Party Interface(s) Data Timing	For all interfaces with batch submission requirements (periodic groups of transactions, messages, etc.), the time duration between the scheduled timeframe for transmission of data and the actual time data was transmitted. “Data” includes all data described in the applicable ICD (e.g. files, records, XML, images, etc.).	Measured Monthly for entire time period	99.5% of all data transmitted by batch must be transferred and processed within 2 hours of scheduled time as stated in the applicable ICD. This is measured for any Contractor provided or Contractor developed system interface.	X		3
	<p><u>Measurement Method:</u></p> <p>Third Party Interface(s) Data Response = Time made available to 3rd party system < (or earlier than) Time per the ICD</p> <ol style="list-style-type: none">System report to be provided monthly by the contractor to indicate response time(s) (see TC4).Damages example: For all batch interface transfers during the month: In this example, during the measurement period, 980 of the 1000 expected file transfers occurred within the required timeframe. This percentage equals 980/1000 = 98%.								
TC2	Reporting	Timing	Report Generation (< 1,000,000 records in the report)	Report Generation pertains to the display of non-ad-hoc reports generated by the PBM BOS and all other systems developed under the scope of the Project, measured from the time the user completes the report request in the UI to the time the report is displayed on the screen or generated as a .csv file.	Measured Monthly for entire time period	Within 45 seconds 100% of the time and within 15 seconds 95% of the time.	X		1

[illegible]

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
TC5	Reporting	Timing	Issue Notification	The time it takes to notify CTRMA's designated contact via email of Priority 1 and 2 issues/ outages that occur. This time period begins when the Contractor identifies and responds to a Priority 1 or 2 issue notification.	Measured Monthly for entire time period	2 business hours	X		2
	<u>Measurement Method:</u> P1/P2 Response Time = Time Acknowledge – Time Notice <div><div>1.</div><div>Report to be provided by the CSS Contractor monthly (see TC4) to indicate performance</div><div>2.</div><div>Provide a report and detail log of all priority 1/2 events including:<div><div>a.</div><div>Maintenance event, failure detection, and notification time.</div><div>b.</div><div>Response time when the Contractor acknowledges the associated alarm or issue.</div><div>c.</div><div>Time duration between the event notification and response for each ticket.</div><div>d.</div><div>Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.</div></div></div></div>								
TC6	Reporting	Timing	Issue Incident Report	The time it takes to submit a completed incident report to CTRMA's designated contact via email when Priority 1 and 2 issues are resolved. This time period begins when the Contractor resolves a P1 or P2 issue	Measured Monthly for entire time period	Within 1 business day of P1/P2 issue resolution	X		3
	<u>Measurement Method:</u> Monthly Incident Report Days Late = Date Report Delivered - Date Report Due <div><div>1.</div><div>Contractor to provide complete incident report, including details of the incident, impact, incident handling/resolution, and mitigation to prevent future incidents. Exeact format of the incident report to be agreed upon during design.</div></div>								
TC7	Remittance	Timing	Fund Remittance	The PBM BOS Contractor remits money from Contractor CTRMA-trust account to CTRMA direct account within 2 business days (excluding bank holidays)	Measured Monthly for entire time period	90%	X		6

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	<p><u>Measurement Method:</u></p> <p>Monthly Fund Remittance % on time = (Number of remittance days in month – Number of remittance days missed) / Number of remittance days in month</p> <p>1. Contractor to provide remittance report detailing the number of days taken to remit all funds to CTRMA’s trust account</p>								
HD1	Help Desk	Help Desk	Help Desk Priority 1 Response	<p>For Contractor or CTRMA-initiated Help Desk requests, the PBM BOS Contractor will respond to requests based on the following priority levels and timeframes.</p> <p>The issue is revenue impacting or customer facing and affects more than one individual or is mission critical with no available workaround.</p> <p>The response must be a human user response and not an automated ticketing system response</p>	Measured Monthly for entire time period	2 business hours*	X		3
	<p><u>Measurement Method:</u></p> <p>P1 Response Time = Time Acknowledge – Time Notice</p> <p>1. Report to be provided by the Contractor monthly (see TC4) to indicate performance</p> <p>2. Provide a report and detail log of all priority 1 events including:</p> <p>a. Time duration between the CTRMA initiated event notification and Contractor response for each ticket.</p> <p>b. Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.</p>								

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
HD3	Help Desk	Help Desk	Help Desk Priority 3 Response	<p>For Contractor or CTRMA-initiated Help Desk requests, the PBM BOS Contractor will respond to requests based on the following priority levels and timeframes.</p> <p>The issue affects one or more individuals and a work around is available and no SLAs are impacted.</p> <p>The response must be a human user response and not an automated ticketing system response</p>	Measured Monthly for entire time period	<p>16 business hours*</p> <p><i>*Business hours are measured based on hours of CSC Operation</i></p>	X		1
	<p><u>Measurement Method:</u></p> <p>P3 Response Time = Time Acknowledge – Time Notice</p> <ol style="list-style-type: none">Report to be provided by the Contractor monthly (see TC4) to indicate performanceProvide a report and detail log of all priority 3 events including:<ol style="list-style-type: none">Time duration between the CTRMA initiated event notification and Contractor response for each ticket.Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.								
OP1	CSC	Operations	CSC Speed to answer - General	Percentage of inbound calls received at the CSC answered by a CSR with <=90 seconds	Measured Monthly for entire time period	Average Speed to Answer <=90 seconds	X		1

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
OP7	Collections	Operations	Collection Agency Speed to answer - Collections**	Average speed to answer of inbound calls received at the Collection Agency answered by a CSR with <=45 seconds	Measured Monthly for entire time period	Average Speed to Answer <= 45 seconds		X	2
	Measurement Method: <div>1. Report to be provided by the Contractor monthly (see TC4) to indicate performance</div> <div>2. Speed to Answer is defined as the duration measured from the moment the Interactive Voice Response (IVR) system determines that a call needs to be routed to a Customer Service Representative (CSR) until the CSR answers the call. The speed to answer should be reported as a weighted average of all collection agency queues’ speed to answer results based on the number of calls OFFERED to each queue.</div>								
OP8	CSC	Operations	CSC Chat Handling	Percentage of website chat interactions resolved within 15 minutes	Measured Monthly for entire time period	80% <= 15 minute		X	3
	Measurement Method: <div>1. Report to be provided by the Contractor monthly (see TC4) to indicate performance</div> <div>2. Time to Resolve is defined as the duration measured from the moment a customer initiates a chat session until the issue is fully resolved and the chat is closed.</div>								
OP9	CSC	Operations	CSC Inquiry and Dispute Response	<div>Percentage of Inquiries/Disputes Responded To is defined as the proportion of individual inquiries or disputes received by CTRMA or its BOS representative from customers via any communication channel (e.g., written correspondence, USPS, webform, email that are responded to within the service level timeframe).</div> <div>A system automated default response only acknowledging receipt of the Inquiry / Dispute does not qualify as a response.</div>	Measured Monthly for entire time period	100% <= 4 business days for USPS/hand delivered inquiry ; Electronically submitted 100% <= 3 business days		X	6

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	<p><u>Measurement:</u></p> <p>CSC Inquiry / Dispute Response Time = Time <small>Inquiry/Dispute Response receipt</small> – Time <small>Inquiry/Dispute Response</small></p> <ol style="list-style-type: none">Report to be provided by the Contractor monthly (see TC4) to indicate performanceProvide a report and detail log of all received inquiries and disputes:<ol style="list-style-type: none">Time duration between the Inquiry / Dispute receipt and Contractor response for each Inquiry / Dispute.Details of the dispute including categorization of the dispute/inquiry type, dispute / inquiry disposition (or current status if still pending), relevant account information such as license plate, account number, etc.Events will be tracked on an individual basis and summarized by Contractor for monthly reporting.								
OP10	Collections	Operations	Collections Dispute Response	<p>Percentage of disputes resonded to by the Collection or CSC and resolved within the service level timeframe days</p> <p>Response is defined as responded to the request including requesting additional information (e.g. documentation, additional customer, vehicle, travel, account details, etc.)</p>	Measured Monthly for entire time period	90% <= 2 business days		X	4
	<p><u>Measurement Method:</u></p> <p>Collections Dispute Response Time = Time <small>Collections Dispute receipt</small> – Time <small>Collections Dispute Response</small></p> <ol style="list-style-type: none">Report to be provided by the Contractor monthly (see TC4) to indicate performanceProvide a report and detail log of all received collections disputes:<ol style="list-style-type: none">Time duration between the Dispute/Inquiry receipt and Contractor response for each Dispute/Inquiry.Details of the dispute including categorization of the dispute type, dispute disposition (or current status if still pending), relevant account information such as license plate, account number, etc.								
OP11	CSC	Operations	Escalated Complaints - Back Office Provider - Resolved	Average days to resolve - < x days	Measured Monthly for entire time period	5 business days		X	5

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	<p><u>Measurement Method:</u></p> <p>Escalated Complaints CSC Response Time = Time <small>Escalated Complaint receipt</small> – Time <small>Escalated Complaint response</small></p> <ol style="list-style-type: none">Report to be provided by the Contractor monthly (see TC4) to indicate performanceProvide a report and detail log of all received escalated complaints:<ol style="list-style-type: none">Time duration between the escalated compliant receipt and escalated complaint response for each complaint.Details of the complaint including categorization of the complaint type, complaint disposition (or current status if still pending), relevant account information such as license plate, account number, etc.								
OP12	Collections	Operations	Escalated Complaints - Collections - Resolved	Average days to resolve < x days	Measured Monthly for entire time period	5 business days		X	5
	<p><u>Measurement Method:</u></p> <p>Escalated Complaints Collections Response Time = Time <small>Escalated Complaint receipt</small> – Time <small>Escalated Complaint response</small></p> <ol style="list-style-type: none">Report to be provided by the Contractor monthly (see TC4) to indicate performanceProvide a report and detail log of all received escalated complaints:<ol style="list-style-type: none">Time duration between the escalated compliant receipt and escalated complaint response for each complaint.Details of the complaint including categorization of the dispute type, complaint disposition (or current status if still pending), relevant account information such as license plate, account number, etc.								
OP13	Lockbox	Operations	Lockbox general payment processing	Average days to post - < x business days (start date is receipt date at Lockbox vendor)	Measured Monthly for entire time period	1 business day		X	3

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	<div>Measurement Method:<div><div>1. Report to be provided by the Contractor monthly (see TC4) to indicate performance</div><div>2. <i>Average Days to Post Payment</i> is defined as the average number of days from the receipt of a payment until the payment is posted to the customer's account and the funds are deposited into the CTRMA trust account.</div></div></div>								
OP14	Lockbox	Operations	Lockbox exception payment processing	Average days to post - < x business days (start date is receipt date at Lockbox vendor)	Measured Monthly for entire time period	2 business days		X	3
	<div>Measurement Method:<div><div>1. Report to be provided by the Contractor monthly (see TC4) to indicate performance</div><div>2. Exception Payments are defined as payments that deviate from standard processing criteria and require special handling. Exception Payments include:<div><div>a. Payments submitted without a coupon.</div><div>b. Payments submitted for an amount different than the accompanying coupon.</div><div>c. Payments submitted for a different balance than what is owed on the account.</div></div></div><div>3. <i>Average Days to Post Payment</i> is defined as the average number of days from the receipt of a payment until the payment is posted to the customer's account and the funds are deposited into the CTRMA trust account.</div></div></div>								
OP15	Quality	Operations	Quality Score	Percentage quality score for all transaction based employees	Measured Monthly for entire time period	88.75%		X	5
	<div>Measurement Method:<div><div>1. Report to be provided by the Contractor monthly (see TC4) to indicate performance</div><div>2. Quality Score is defined as the average score for all transactional quality audits, comparing performance to CTRMA expectations. This metric evaluates how well interactions meet established quality standards. If necessary, the weighted average is calculated based on the actual number of audits completed for each department, ensuring an accurate representation of performance across different areas.</div></div></div>								
OP16	Financial	Operations	Toll Liquidation	Toll Revenue liquidation percentage for payments received before the 1st Notice of Nonpayment due date. This metric includes Pay by Mail, Pre and Post paid account payments.	Measured Monthly for entire time period	Liquidation by the 1st Notice of Nonpayment due date Target = 35%		X	6

SLA ID	System / Function	Category	SLA Name	Key Performance Indicator Description	Frequency of Measurement	Service Level Agreement	Base Metric*	Incentive Metric	Performance Points
	<div>Measurement</div> <div><div>1.</div><div>Report to be provided by the Contractor monthly (see TC4) to indicate performance</div></div> <div><div>2.</div><div>Toll Liquidation is defined as the percentage of paid toll transactions where payment is applied prior to the 1st Notice of Nonpayment due date, including the Toll Bill Notice stage, compared to the number of toll transactions invoiced. This metric is used to assess the effectiveness of payment collections and is reported one month in arrears.</div></div>								

* ALL base metrics must be met to qualify for top two tier incentives.

** These appear duplicative to similar metrics in base. Achieving the lower base level SLAs will allow incentive earned. Achieving the better incentive level SLAs will qualify the vendor for more points.

APPENDIX C
[Not Used]

APPENDIX D
Work Authorization Rate Schedule

APPENDIX E
Key Personnel

APPENDIX F
Contractor's Proposal

APPENDIX G
[Not Used]

APPENDIX H
Form of Performance Bond

FORM OF PERFORMANCE BOND

AGREEMENT FOR FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS AND CUSTOMER SERVICES

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$ _____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Pay By Mail, Violations Processing, Collections and Customer Services, duly executed and delivered as of [____], 202[] (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon the execution of the Agreement under Article 8, subsection (c)(iii), Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article 8(c)(v) of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
 2. This bond specifically guarantees the performance of each and every obligation of Principal under the Agreement, as it may be amended and supplemented, including but not limited to, its liability for liquidated damages as specified in the Agreement, but not to exceed the penal amount described in Article (8)(d)(iv).
 3. Whenever Principal shall be, and is declared by the Obligee to be, in default under the Agreement and the Obligee has formally terminated the Principal’s right to complete the Services required under the Agreement, provided that the Obligee is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligee:
 - a. arrange for the Principal to perform and complete the Agreement;
-

b. complete the Services required under the Work Authorizations then in effect in accordance with the terms and conditions of the Agreement then in effect, through its agents or through independent contractors;

c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Services required under the Work Authorizations, arrange for a contract to be prepared for execution by the Obligees and the contractor selected with the Obligees' concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement in an amount that corresponds to the amount of the Work Authorization to be completed, and pay to the Obligees the amount of damages as described in Article 8 of the Agreement; or

d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefore to the Obligees, or (ii) deny liability in whole or in part and notify the Obligees citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Obligees to Surety demanding that Surety perform its obligations under this Bond, and the Obligees shall be entitled to enforce any remedy available to the Obligees. If Surety proceeds as provided in Subparagraph 3.d, and the Obligees refuse the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligees shall be entitled to enforce any remedy available to the Obligees.

6. After the Obligees have terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 3.a, 3.b, or 3.c above, then the responsibilities of Surety to the Obligees shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligees to Surety shall not be greater than those of the Obligees under the Agreement. To the limit of the Bonded Sum, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Services required under the Agreement;

b. additional legal and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 3; and

c. liquidated damages under the Agreement.

7. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.

8. Correspondence or claims relating to this bond should be sent to Surety at the following address:

9. No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

10. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

11. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

12. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [____], 202[___].

Principal:

By: _____
Its: _____
(Seal)

Surety:

By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX I
Form of Revenue Loss Surety Bond

FORM OF REVENUE LOSS SURETY BOND

**AGREEMENT FOR ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION
AND MAINTENANCE SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$ _____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Pay By Mail, Violations Processing, Collections and Customer Services, duly executed and delivered as of [_____, 202[] (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, under Article 8, subsection (c)(ii), Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Agreement, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Obligee shall release this bond upon the conclusion of the term of the Agreement as set forth in Article 3 of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. This bond specifically guarantees any loss of revenue incurred by the CTRMA under Article 8 of the Agreement.
3. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.
4. Correspondence or claims relating to this bond should be sent to Surety at the following address:

5. No right of action shall accrue on this bond to or for the use of any entity other than the Obligee or its successors and assigns.

6. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 202[].

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX J
Form of Payment Bond

FORM OF PAYMENT BOND

**AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS
AND CUSTOMER SERVICES**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “Authority”), a political subdivision of the State of Texas, as “Obligee”, in the sum of [\$ _____] (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee, has awarded to Principal, the Agreement for Pay By Mail, Violations Processing, Collections And Customer Services, duly executed and delivered as of [_____] , 202[] (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, upon the execution of the Agreement under Article 8, subsection (c)(iii) Principal is required to furnish and continuously maintain in place a bond guaranteeing payment of claims, subcontractors, suppliers, materialmen and mechanics.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any valid and timely claims of subcontractors, suppliers, materialmen and mechanics with respect to the Services, then Surety shall pay for the same in an amount not to exceed, in the aggregate, the Bonded Sum; otherwise this obligation shall be null and void upon the conclusion of the term of the Agreement as set forth in Article (8)(c)(v) of the Agreement.

The following terms and conditions shall apply with respect to this bond:

1. The Agreement is incorporated by reference herein.
2. No alteration, modification or supplement to the Agreement or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond.
3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

4. This bond shall inure to the benefit of the persons identified above so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

5. To the extent permitted by law, the only permitted claimants under this Bond shall be those entities having a contract with Principal and those entities having a contract with an entity which has a contract with Principal.

6. If any legal action be filed on this bond, venue shall be in Travis County, Texas.

7. This bond is executed in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

8. Initially capitalized terms not otherwise defined herein shall have the definition set forth in the Agreement.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of [____], 202[].

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

APPENDIX K
Form of Work Authorization
WORK AUTHORIZATION NO. _____

This Work Authorization is made as of this _____ day of _____, 202_, under the terms and conditions established in the AGREEMENT FOR PAY BY MAIL, VIOLATIONS PROCESSING, COLLECTIONS AND CUSTOMER SERVICES, dated as of _____, 2025 (the “Agreement”), between the **Central Texas Regional Mobility Authority** (the “Authority”) and Neology, Inc. (the “Contractor”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

[Brief description of the Project elements to which this Work Authorization applies]

Section A. - Scope of Services

A.1. The Contractor shall perform the following Services:

[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority:

A.3. In conjunction with the performance of the foregoing Services, the Contractor shall provide the following submittals/deliverables (Documents) to the Authority:

Section B. - Schedule

The Contractor shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Contractor the amount not to exceed \$ _____, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the Contractor according to the terms of a future Work Authorization.

Section D. – Liquidated Damages/Incentive Payments

The parties agree to the following methodology with respect to the payment of an early completion incentive or the assessment of any liquidated damages:

Section E. – Key Personnel

[Enter list of key personnel here]

Section F. Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the Contractor. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Section G. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: Central Texas Regional Mobility
Authority

Contractor: Neology, Inc.

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



December 17, 2025 AGENDA ITEM #12

Discuss and amending the FY 2026
Capital Budget to support
implementation of the contract with
Neology, LLC for video tolling, payment
processing, collections, enforcement
support and customer services

Strategic Plan Relevance:	Stewardship
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	\$5,388,263.00
Funding Source:	FY26 Capital Budget
Action Requested:	Consider and act on draft resolution.

Project Background / Description: The Fiscal Year 2026 Annual Operating Budget contains revenue estimates, departmental spending plans, debt service requirements, and a capital budget for the fiscal year beginning July 1, 2025, ending June 30, 2026. The capital budget consists of funds for the Authority's new Pay By Mail contract implementation.

Pay By Mail (PBM) integration is a significant initiative to implement new back-office services supporting the Mobility Authority's customer service, payment processing, collections, enforcement, and account management operations functionalities.

Current Action: The FY2026-2030 Five-Year Capital Plan anticipated costs to implement the new Pay By Mail system prior to receiving proposals from prospective vendors. The FY26 Capital Budget includes \$1,000,000 for PBM Implementation, carried over from the previous fiscal year.

The approved recommended vendor for PBM Implementation includes payment milestones of \$4,725,523 for FY26, a payment for GEC Support Services of \$212,740, and a payment for GSC Support Services of \$450,000. The total anticipated cost of PBM Implementation is \$5,388,263.

Backup provided: Draft Resolution
Draft Capital Budget Amendment

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

RESOLUTION NO. 25-0XX

**AMENDING THE FISCAL YEAR 2026 BUDGET
TO SUPPORT IMPLEMENTATION OF THE CONTRACT WITH NEOLOGY, LLC
FOR VIDEO TOLLING, PAYMENT PROCESSING, COLLECTIONS,
ENFORCEMENT SUPPORT AND CUSTOMER SERVICES**

WHEREAS, by Resolution No. 25-035 dated June 25, 2025, the Board of Directors adopted the operating budget for fiscal year 2025-2026 (the “FY 2026 Budget”); and

WHEREAS, in Resolution 25-0__ dated December 17, 2025, the Mobility Authority selected Neology, LLC to provide video tolling, payment processing, collections, enforcement support and customer services to the Mobility Authority (“Pay By Mail Services”); and

WHEREAS, the FY 2026 Budget anticipated costs of the Pay By Mail Services prior to receiving proposals from prospective vendors; and

WHEREAS, there is not currently sufficient funding in the FY 2026 Budget to fund the anticipated costs to implement the Pay By Mail Services by Neology, LLC; and

WHEREAS, the Executive Director proposes increasing the Capital Budget section of the FY 2026 Budget by \$4,388,623.00 to fund the implementation of the Pay By Mail Services by Neology, LLC; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the proposed amendment to the FY 2026 Budget to increase the Capital Budget by \$4,388,623.00 as shown in Exhibit A hereto.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends the FY 2026 Budget as shown in Exhibit A hereto, to provide funding for fund the implementation of the Pay By Mail Services by Neology, LLC.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

	FY 2026 Adopted	FY 2026 Amended
Capital Budget		
General Fund		
Headquarters Furniture, Fixtures, and Equipment, HVAC, and Other Improvements	2,250,000	
Information Technology Buildout of New Headquarters	250,000	
Shared Use Path Improvements		
Bike Racks and Tire Repair Stations	42,000	
Hydration Stations	52,000	
Upgraded Signage	82,500	
Speed Awareness Monitors - 3	75,000	
Field Operations Building Improvements	2,506,000	
Field Operations Building Network	120,000	
Data Platform Enhancements	979,530	
Roadside Hardening	1,977,500	
Toll Canopy Structures	145,000	
Trails - Pedestrian or Bicycle Facilities	1,000,000	
Maintenance Yard Site Acquisition	10,000,000	
Maintenance Yard Buildout	400,000	
Pond Upgrades - 183A	5,000,000	
Maintenance Yard Expansion and Brine Production Facilities - 290E	2,100,000	
Maintenance Vehicle with Attachments - 2	250,000	
Pay By Mail Implementation	0	5,388,300
Total Capital Budget	27,229,530	32,617,830
Renewal and Replacement		
General Fund		
CCTV Camera Replacements (Systemwide)	550,000	
Toll System Replacement - 183A	6,105,000	
Slab Stabilization	200,000	
Wall Repair	3,220,000	
Handrail Replacement - SH71	510,000	
Large and Small Sign Replacement - 290E	2,300,000	
Annual Safety Improvements - Systemwide	1,500,000	
Total Renewal and Replacement	14,385,000	
Total All Projects	41,614,530	47,002,830



December 17, 2025 AGENDA ITEM #13

Discuss and consider approving an amendment to the contract with FreeIT Data Solutions, Inc. for information technology services

Strategic Plan Relevance:	Stewardship
Department:	Information Technology
Contact:	Cory Bluhm, Assistant Director of Information Technology and Toll Systems
Associated Costs:	Not to exceed \$1,383,681
Funding Source:	Operating Budget & Project Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: The Mobility Authority requires an information technology (IT) consultant to provide technical advice and services in the procurement, installation, maintenance, operation, updating, upgrading, and security of computer hardware and software used to fulfill the Mobility Authority's mission and operations, including but not limited to: network servers, wireless and hard wired routers, switches, cables, desktop computers, laptops, netbooks, tablets, smart phones linked to the Mobility Authority's network, printers, monitors, and related infrastructure and equipment.

Previous Actions: The Mobility Authority executed an agreement with Freeit Data Solutions for IT consulting services January 31, 2024 (Resolution 24-005). Sigma, through Freeit Data Solutions has been providing IT consulting services monthly, plus additional unplanned projects as requested. The Mobility Authority amended the executed agreement May 28, 2025 to increase the NTE amount (Resolution 25-026). The agreement term is for two years, February 1, 2024 to January 31, 2026, with three potential 1 year extensions.

Action Requested: Staff requests approval of a one-year extension from February 1, 2026

to January 31, 2027.

Staff proposes the following changes to the Agreement with Freeit Data Solutions:

- Increase the estimated planned monthly quantities and rates to more accurately reflect the work projected to be provided each month.
 - This revises the estimated monthly base pricing from \$25,070.93 to \$26,437.22.
- Include planned annual expenses of \$31,553.60 to include additional services requested by CTRMA.
- Annual total will be modified from \$300,851.18 to \$383,681.00.

Monthly Recurring Services		Amendment 1			Amendment 2		
SKU	DESCRIPTION	Qty	Amount	TOTAL	Qty	Amount	TOTAL
SIGIG-RTNR-45	Monthly Retainer (hours)	80	\$175.00	\$14,000.00	80	\$180.00	\$14,400.00
SIGIG-SVC-BO365	Monthly Backup for Microsoft Office 365 (per account)	71	\$2.65	\$188.15	69	\$2.75	\$189.75
SIGIG-SVC-VOBC	Monthly Veeam Offsite Backup Copy (per TB)	7	\$50.00	\$350.00	5	\$50.00	\$250.00
SIGIG-SVC-VOPB	Monthly Veeam On-premise Backup (per VM)	15	\$50.00	\$750.00	18	\$50.00	\$900.00
SIGIG-SVC-NC-SVR	Monthly N-Central Server (per device)	27	\$17.50	\$472.50	37	\$18.00	\$666.00
SIGIG-SVC-NC-WRK	Monthly N-Central Workstation (per device)	70	\$3.50	\$245.00	84	\$3.60	\$302.40
SIGIG-SVC-DR-HA	Monthly Disaster Recovery/High Availability Service	1	\$2,050.00	\$2,050.00	1	\$2,100.00	\$2,100.00
FDSIG-SVC-KB4-M	Monthly Security Awareness Training Service (per user)	50	\$2.00	\$100.00	45	\$2.00	\$90.00
FDSIG-SVC-PT	Annual Penetration Testing (billed monthly)	1	\$1,500.00	\$1,500.00	1	\$1,575.00	\$1,575.00
SISEC-CS-NM	Monthly Cybersecurity Services - Network Monitoring	1	\$2,310.00	\$2,310.00	1	\$2,402.40	\$2,402.40
SISEC-CS-EP	Monthly Cybersecurity Services - Endpoint Protection (per endpoint)	76	\$20.00	\$1,520.00	90	\$21.00	\$1,890.00
	Monthly Subtotal			\$23,485.65			\$24,765.55
	FREEIT PROCESSING FEE on Monthly Total 6.75%			\$1,585.28			1,671.67
	Monthly Total			\$25,070.93			\$26,437.22
	Yearly Subtotal (12 months)			\$300,851.18			\$317,246.70

Annual Reimbursement		Amendment 1			Amendment 2		
SKU	DESCRIPTION	QTY	Amount	TOTAL	Qty	Amount	TOTAL
	Asset Tiger (annual)	-	-	\$0.00	1	\$440.00	\$440.00
	MyWorkDrive	-	-	\$0.00	1	\$3,000.00	\$3,000.00
	Abnormal Email Security (annual)	-	-	\$0.00	1	\$26,900.00	\$26,900.00
	FREEIT PROCESSING FEE on Annual Total 4.00%			\$0.00			\$1,213.60
	Annual Subtotal			\$0.00			\$31,553.60
	Contingency			\$60,170.24			\$34,880.70
	ANNUAL TOTAL			\$361,021.41			\$383,681.00

- Increase total agreement value from \$1,000,000 to \$1,383,681 to include the additional year and contingency.

Financing: Operating Budget and Project Funds

Action requested/Staff Recommendation: Staff recommends approving an extension to the agreement with Freeit Data Solutions, Inc. for IT consulting services by 1-year and an increase in the not to exceed amount under the agreement from \$1,000,000 to \$1, 383,681.

Backup provided:

Draft Resolution
CTRMA Information Technology Consultant Services
Statement of Work (dated 01/02/2024,
amended 12/17/2025)

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

RESOLUTION NO. 25-0XX

**APPROVING AN AMENDMENT TO THE AGREEMENT WITH
FREEIT DATA SOLUTIONS, INC. TO PROVIDE INFORMATION TECHNOLOGY
CONSULTANT SERVICES**

WHEREAS, by Resolution No. 24-005, dated January 31, 2024, the Mobility Authority Board of Directors approved an agreement with Freeit Data Solutions, Inc. (Agreement) for information technology consultant services through Texas Department of Information Resources (DIR) Contract No. DIR-CPO-4863 in an amount not to exceed \$1,000,000; and

WHEREAS, the term of the Agreement is two years, from February 1, 2024 to January 31, 2026, with three potential 1-year extensions; and

WHEREAS, the Board of Directors believes that the Mobility Authority continues to benefit from continued information technology consultant services under the Agreement and desires to extend the term of the Agreement for an additional year, such that the Agreement shall expire on January 31, 2027 and the not to exceed amount would increase to \$1,383,681.00.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Executive Director to execute an extension with Freeit Data Solutions, Inc. to extend the term of the Agreement to expire on January 21, 2027 in the form or substantially the same form attached hereto as Exhibit A and increase the not to exceed amount under the Agreement to \$1,383,681.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 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

Statement of Work

Information Technology Consultant Services

January 2, 2024

Amended December 17, 2025

Rate Change effective February 1, 2026

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1. Introduction

The Central Texas Regional Mobility Authority (Mobility Authority), a regional mobility authority and political subdivision of the State of Texas, is seeking a Vendor to provide information technology (IT) consultant services. Generally, the expected services include, but are not limited to the following: IT hardware, IT software, network operation, cybersecurity and network security, data backup and retention, external systems interface, internal Help Desk ticket system, inventory management, monthly reporting, and other tasks as assigned.

Joint ventures will not be allowed.

The Mobility Authority maintains two physical locations at which the requested services may be performed:

- Main Office: 3300 N I-35, Suite 300, Austin, Texas, 78705
- Traffic & Incident Management Center: 104 N Lynnwood Trail, Cedar Park, Texas, 78613

In no case does the issuance of this SOW or award to a Respondent guarantee any assigned work or fees.

2. Background

The Mobility Authority would like to directly contract with a Vendor for these services which have historically been provided to the Mobility Authority through a subprovider to one of the Mobility Authority's General Engineering Consultants.

The Mobility Authority has approximately 500 external users and 50 internal users on its network. Some local presence by the provider is strongly preferred, as occasional on-site maintenance and assistance will be required.

2.1. Mobility Authority IT Infrastructure

- Workstations
- Laptops
- Servers
- Switches/Firewalls
- Power Hardware/Backup
- Internet
- WIFI
- Telephone
- Email
- Software

3. Scope

The services to be provided to the Mobility Authority are the general IT services provided to multimodal transportation agencies such as the Mobility Authority. The Vendor will be expected to provide resources capable of performing the list of services as described below.

Generally, the expected services include, but are not limited to the following sections.

3.1. IT Hardware

Provide technical advice and support in procurement, installation, maintenance, operation, updating, and upgrading of IT hardware used to fulfill the Mobility Authority's mission and operations, including but not limited to: network servers, wireless and hard wired routers, switches, cables, desktop computers, laptops, netbooks, tablets, VOIP phone systems, smart phones linked to the Mobility Authority's network (whether owned by the Mobility Authority or by Mobility Authority officials, employees, or consultants), printers, monitors, and related infrastructure and equipment. IT Software

Provide technical advice and support in procurement, installation, maintenance, operation, updating, and upgrading of software and related licenses, and related services that support the IT hardware used to fulfill the Mobility Authority's mission and operations, including but not limited to the following: desktop and laptop imaging. Network Operation

Monitor the ongoing functionality of the Mobility Authority's IT systems and network, rapidly identify failures or needed improvements, and make timely repairs to retain the continuing functionality of the system including but not limited to the following: network upgrades, Cisco wi-fi network setup and maintenance, VMWare environment standup or upgrades, MS Azure migration.

3.2. Cybersecurity and Network Security

Provide an initial security assessment to include a report and recommendations to improve cyber- and network security. Provide technical advice and support necessary to secure the Mobility Authority's software, IT systems and network, to prevent unauthorized access, and protect against viruses, phishing scams, spam email and other illicit or malicious activities. Respond and resolve security incidents including ransomware, DOS attacks, or other security compromises. Assist with an annual third-party audit of cybersecurity and network security practices.

3.3. Data Backup and Retention

Provide for and support backup and protection of data contained on the Mobility Authority's servers and various hardware devices. Backup services will be required for Microsoft 365 Cloud servers and SharePoint sites in addition to on-premises servers and shall occur at least once daily. Data Retention shall follow the policy as outlined in Exhibit A.

3.4. External System Interface

Work with other Mobility Authority vendors to facilitate the procurement, installation, maintenance, operation, and upgrade of external systems that interface with the Mobility Authority's hardware devices and software.

3.5. Internal Help Desk Ticket System

Track and resolve internal user tickets utilizing Sigma's existing Help Desk ticketing system.

3.6. Inventory Management

Hardware inventory recommendations, asset management, reporting.

3.7. Monthly Report

Monthly reports to be provided with details of work completed, tickets resolved, hours spent by topic.

3.8. Other Tasks

Undertake such other tasks related to these Services as may be requested in writing by the Mobility Authority, in accordance with the Agreement.

4. Acceptance

The Vendor shall adhere to the following Service Level Agreements (SLAs):

Service Component	Scope	Basic Service Measurement
Average speed to answer (ASA) – Customer Support Issues	Customer Support calls answered - Measures the percent of calls responded to within the established response times per established priority levels.	During Support Hours: Support Hours – 8x5 (from 8 AM CST – 5 PM CST) with on-call support during off-hours on weekdays For in-scope support calls answered: ASA time: <= 1 hour Percentage of calls which must be answered within the target ASA to meet the service level agreement: >= 90%
		During Off-Hours and Weekend: For in-scope support calls answered: ASA time: <= 8 hours Percentage of calls which must be answered within the target ASA to meet the service level agreement: >= 90%

Liquidated damages will not be assessed but violations of the SLAs may impact the Mobility Authority's consideration of the selected Vendor's performance review.

5. Period of Performance

The Mobility Authority seeks to secure a contract with an initial term of two years, with three potential one-year extensions, subject to the Mobility Authority's periodic review, approval, and satisfaction with the Vendor's performance. The Agreement may be terminated by the Mobility Authority at any time upon a stipulated notice period.

6. Invoices

The selected Vendor shall prepare and submit monthly invoices and progress reports to the Mobility Authority via email. The progress report shall include at a minimum the number of tickets/issues opened, worked, and completed during the prior period, including the type, category, or details of issues, and any planned system or network changes. Prior to any Mobility Authority system/network changes, which is defined as needed software updates to the system(s) or communication network updates, the selected Vendor shall obtain the Mobility Authority's review and approval.

7. Additional Considerations

- Vendor shall indicate their agreement to comply with the confidentiality requirements stated in this SOW.
- If Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a Mobility Authority computer system or database, then the Vendor shall ensure that such officer, employee, or subcontractor has also completed all state-required cybersecurity training.
- Any changes in scope, costs, and duration of the engagement must be approved in writing by CTRMA.

8. Information Security Guidelines

The Vendor shall assist with development of Information Security guidelines.

9. Pricing

See Appendix 1

Appendix 1 – Pricing (Freeit)

Pricing Amended December 17, 2025

Effective February 1, 2026

Monthly Recurring Services

SKU	DESCRIPTION	Qty	Amount	TOTAL
SIGIG-RTNR-45	Monthly Retainer (hours)	80	\$180.00	\$14,400.00
SIGIG-SVC-BO365	Monthly Backup for Microsoft Office 365 (per account)	69	\$2.75	\$189.75
SIGIG-SVC-VOBC	Monthly Veeam Offsite Backup Copy (per TB)	5	\$50.00	\$250.00
SIGIG-SVC-VOPB	Monthly Veeam On-premise Backup (per VM)	18	\$50.00	\$900.00
SIGIG-SVC-NC-SVR	Monthly N-Central Server (per device)	37	\$18.00	\$666.00
SIGIG-SVC-NC-WRK	Monthly N-Central Workstation (per device)	84	\$3.60	\$302.40
SIGIG-SVC-DR-HA	Monthly Disaster Recovery/High Availability Service	1	\$2,100.00	\$2,100.00
FDSIG-SVC-KB4-M	Monthly Security Awareness Training Service (per user)	45	\$2.00	\$90.00
FDSIG-SVC-PT	Annual Penetration Testing (billed monthly)	1	\$1,575.00	\$1,575.00
SISEC-CS-NM	Monthly Cybersecurity Services - Network Monitoring	1	\$2,402.40	\$2,402.40
SISEC-CS-EP	Monthly Cybersecurity Services - Endpoint Protection (per endpoint)	90	\$21.00	\$1,890.00
	Monthly Subtotal			\$24,765.55
	FREEIT PROCESSING FEE on Monthly Total 6.75%			\$1,671.67
	Monthly Total			\$26,437.22
	Yearly Subtotal (12 months)			\$317,246.70

Annual Reimbursement

SKU	DESCRIPTION	Qty	Amount	TOTAL
	Asset Tiger (annual)	1	\$440.00	\$440.00
	MyWorkDrive	1	\$3,000.00	\$3,000.00
	Abnormal Email Security (annual)	1	\$26,900.00	\$26,900.00
	FREEIT PROCESSING FEE on Annual Total 4.00%			\$1,213.60
	Annual Subtotal			\$31,553.60
ANNUAL TOTAL				\$348,800.30

Exhibit A: Data Retention Guidelines

Backups, Replication and Retention Policies

Veeam Backup and Recovery (BDR)

- CTRMA Primary Backup – Daily 12am, 12pm, and 6pm
 - Retention Policy - 45 Restore Points on Premises
 - Offsite Copy Job Copies to Wasabi – 15-day retention policy.
 - CTRMA-File
 - CTRMA-NAV
 - CTRMA-SQL01
- CTRMA Secondary Backup – Daily 12pm, and 6pm
 - Retention Policy – 120 Restore Points on Premises
 - Offsite Copy Job Copies to Wasabi – 15-day retention policy.
 - CTRMA-DC
 - CTRMA-Storage
 - CTRMA-VMail
 - CTRMA-DMS02
 - CTRMA-ZVM01
- CTRMA Tertiary Backup – Daily 2am
 - Retention Policy – 35 Restore Points on Premises
 - Offsite Copy Job Copies to Wasabi – 15-day retention policy.
 - CTRMA-DC02
 - CTRMA-MDT01
 - SMA 500v
 - Nagiosxi01
 - Waycare
 - CTRMA-Utility
 - VCSA7
- CTRMA Long-Term File Server Backup – Monthly – 4th Saturday - 2am
 - Retention Policy - 12 Restore Points
 - CTRMA-File
- CTRMA Long-Term DMZ Storage Backup – Monthly – 4th Saturday – 4am
 - Retention Policy - 12 Restore Points
 - CTRMA-Storage
- CTRMA SureBackup Job:
 - Takes latest restore point and tests its validity by booting into test environment.
 - All jobs from CTRMA Primary, Secondary, and Tertiary Backups are tested nightly.

Veeam for Azure

- CTRMA Azure Veeam Daily Backup – Daily 12pm
 - Retention Policy – 14 Days/Snapshots
 - Copied from Azure to Wasabi - 7 Day Retention Policy
 - irServer-0
 - GIS-Desktop-1
 - CTRMA-ServUMFT
 - ArcGISServer-02
 - ArcGISServer
 - ArcGISPortal-02
 - ArcGISPortal
 - ArcGISServer-02
 - ArcGISDesktop-02
 - ArcGISDataStore-02
 - ArcGISDataStore

Veeam Office 365 Backups

- CTRMA – 365 Mailbox Backup – Daily 2AM to Wasabi Repository – 30 Day Retention Policy
- CTRMA – SharePoint Backup – Daily 2 AM to Wasabi Repository – 30 Day Retention Policy

Veeam Office 365 Backups

- CTRMA – 365 Mailbox Backup – Daily 2AM to Wasabi Repository – 30 Day Retention Policy
- CTRMA – SharePoint Backup – Daily 2 AM to Wasabi Repository – 30 Day Retention Policy

Zerto Disaster Recovery

Live replication to off-premise Sigma hosted disaster recovery site.

VMs being replicated:

- CTRMA-DC
- CTRMA-DC02
- CTRMA-File
- CTRMA-NAV
- CTRMA-SQL01
- CTRMA-Storage
- CTRMA-Utility
- CTRMA-VMail
- SMA 500v

Core Assets/Documentation

Sigma Information Group, Inc. | Central Texas Regional Mobility Authority | Dec 06, 2023 - 01:39pm

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the date signed by the CTRMA and written below.

FREEIT DATA SOLUTIONS, INC.

Dulari Christierson
Chief Operating Officer

Date

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

James M. Bass
Executive Director

Date

DIR Vendor Agreement

This is to signify that the Central Texas Regional Mobility Authority and Freeit Data Solutions, Inc. have entered into a two-year Agreement and a one year extension, for a total of three (3) years, **in an amount not to exceed \$1,383,681.00** pursuant to Texas Government Code Section 2054.0565 utilizing Texas Department of Information Resources Contract No. DIR-CPO-4863 for the deliverable-based information technology services described in this proposal. All terms and conditions of Texas Department of Information Resources Contract No. DIR-CPO-4863 are applicable to and made part of this agreement.

FREEIT DATA SOLUTIONS, INC.

Dulari Christierson
Chief Operating Officer

Date

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

James M. Bass
Executive Director

Date



December 17, 2025 AGENDA ITEM #14

Discuss and consider approving an agreement with Nortex Concrete Lift and Stabilization, Inc. for concrete slab lifting and stabilization on 290 Toll

Strategic Plan Relevance:	Service
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$400,000
Funding Source:	FY26 Capital Budget Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: Each year the Mobility Authority inspects its operating toll projects. The Annual Report of Conditions issued each spring sets forth findings as to the condition of toll facilities, as well as recommendations for proper operations and maintenance of toll facilities. In the 2025 Report of Conditions, there was a recommendation to continue to monitor and address ride quality issues identified along the 290 Toll corridor, the 6-mile toll road along US 290 from US 183 to SH 130 in east Austin. As a continuation of this recommendation, locations along 290 Toll have been identified for ride quality improvements.

Pursuant to Article 15 of the Mobility Authority Policy Code and in accordance with Section 2155.204, Government Code, and Subchapter D, Chapter 271, Local Government Code, the Mobility Authority participates in the cooperative purchasing program established by the State Comptroller's Office.

Nortex Concrete Lift and Stabilization, Inc., the only provider through the Texas Multiple Award Schedule (TxMAS) program in the Texas SmartBuy cooperative purchasing program that performs the required services, is the lowest best value provider for the services sought by this action.

Previous Actions & Brief History of the Program/Project: The Mobility Authority

approved the Fiscal Year 2026 Operating Budget on June 25, 2025. The approved FY26 capital budget includes funds for addressing ride quality issues.

Financing: FY26 Capital Budget Funds

Action requested/Staff Recommendation: Staff recommends that the Board approve a contract with Nortex Concrete Lift and Stabilization, Inc in an amount not to exceed \$345,020 through the TxMAS system administered by the State Comptroller's Office. Staff also recommends establishing a contingency amount of \$54,980 for a total not to exceed amount of \$400,000.

Backup provided:

Draft Resolution

Nortex Concrete Lift and Stabilization, Inc. Proposal

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

RESOLUTION NO. 25-0XX

**APPROVING A CONTRACT WITH NORTEX CONCRETE LIFT AND
STABILIZATION, INC. FOR CONCRETE SLAB LIFTING AND STABILIZATION
ON THE 290 TOLL**

WHEREAS, the Mobility Authority performs regular inspections of its toll facilities to ensure their safety and quality are appropriately maintained for the traveling public; and

WHEREAS, in the course of these inspections the Mobility Authority observed a degraded ride quality on the 290 Toll; and

WHEREAS, by Resolution No. 25-035, dated June 25, 2025, the Board of Directors approved Fiscal Year 2026 Operating Budget which included funds for addressing ride quality issues on the 290 Toll; and

WHEREAS, Nortex Concrete Lift & Stabilization, Inc. participates in the Texas Multiple Award Schedule (TXMAS) Program administered by the State Comptroller's Office as part of Texas SmartBuy Membership Program; and

WHEREAS, in accordance with Article 15 of the Mobility Authority Policy Code, purchases made through a cooperative program such as the Texas SmartBuy Membership Program are deemed to have satisfied Mobility Authority procurement requirements; and

WHEREAS, in order to address the ride quality issues on the 290 Toll, the Executive Director has negotiated a scope of work with Nortex Concrete Lift & Stabilization, Inc. which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends entering into a contract for slab lifting and stabilization services Nortex Concrete Lift & Stabilization, Inc. through the TMAS Program in an amount not to exceed \$400,000, including contingency.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the proposed scope of work with Nortex Concrete Lift & Stabilization, Inc. in the form or substantially the same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Director to enter into a contract with Nortex Concrete Lift & Stabilization, Inc. in the amount of \$400,000, including contingency.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

NORTEX

CONCRETE LIFT & STABILIZATION

Central Texas Regional Mobility Authority
3300 N. IH 35, Suite 300
Austin, TX 78705

Attn: Mike Sexton

Subject: Central Texas Regional Mobility Authority with use of contract number TXMAS-22-74501 for concrete pavement lifting and stabilization with polyurethane foam injections.

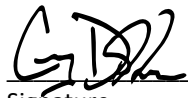
Date: December 4, 2025

This is an Agreement between Nortex Concrete Lift & Stabilization, Inc., and the Central Texas Regional Mobility Authority, for concrete pavement lifting and stabilization services with polyurethane foam injections to properly repair dips, heaves, and bridge approach slabs on the 290 Toll main lanes and SH-183A Toll main lanes at specific locations described in the documentation.

Enclosed you will find the following documents:

1. Scope of work to be performed at specified locations including 2 year warranty
2. Award Letter from Texas Comptroller of Public Accounts for Contract TXMAS-22-74501
3. TXMAS-22-74501 price list for all associated services under the contract
4. Quote with price list for repairs on expressway main lanes under contract TXMAS-22-74501
5. Incidental price list for lane closure fees, message boards, and off duty officers
6. TXDOT special spec 3008 for "Soil Densification and Raising Concrete Slabs with HDPF"
7. NCFI Polyurethanes Certificate of Conformance and material data sheets
8. Signed Form 1295
9. Nortex Concrete Lift - 2025 Certificates of Insurance for CTRMA

Compensation to be paid based on actual pounds of polyurethane foam material pumped at each location as specified in the contract documents. Once approved and executed, the purchase order for polyurethane injections repairs must be issued in the Texas SmartBuy online purchasing portal to receive the specified contract pricing.



Signature

12/4/25

Date

Casey DeRosa
General Manager
Nortex Concrete Lift & Stabilization, Inc.

Signature

Date

Mike Sexton
Director of Engineering
Central Texas Regional Mobility Authority



RAISING & UNDERSEALING CONCRETE PAVEMENT SCOPE OF WORK AND QUALITY CONTROL PLAN

Nortex Concrete Lift & Stabilization, Inc. is committed to maintaining an effective Quality Control Plan that reinforces our commitment to deliver a consistent high-quality product and service to our customers.

This plan addresses the following:

Equipment

Work Site Preparations

Construction Methods

Monitoring Procedures

Clean Up Procedures

Spill Clean Up Procedures

Material Information

Warranty Information

Equipment: A listing of lifting and undersealing equipment, this list is a minimum and shall not preclude the use of additional equipment.

- A. Pneumatic drills and electric drills capable of drilling 5/8-inch diameter holes.
- B. Truck mounted pumping units (Gusmer H20/35 Hydraulic Proportioner Pumps) capable of injecting high-density polyurethane foam between the concrete pavement and the sub-base, and capable of controlling the rate of rise of the pavement.
- C. Hilti Self Leveling Laser Level unit and lifting gages to ensure that pavement is lifted to an even plane.

Work Site Preparations: Shall be specified per contract documents and/or general accepted practices and procedures.

- A. The contractor shall review a profile of the pavement and footing provided by the owner to determine where the slab and footing need to be raised or void filled.

Construction Methods:

- A. Drilling: A series of 5/8" holes shall be drilled at four to six foot intervals through the concrete pavement. The contractor will determine the exact location and spacing of holes based on site conditions and scope of work.
- B. Injecting: The injector on the discharge guns shall make a tight seal in the injection hole. The polyurethane foam is two-component mixtures that meet at the discharge gun and is injected beneath the concrete pavement with approximately 1000 psi. The polyurethane foam initially remains in liquid form for approximately 15 – 20 seconds, which allows the material to move laterally beneath the concrete filling all voids in the area. The polyurethane foam then begins to set up and expand into its solid form exerting the necessary lifting force.
- C. Project Specifics: As discussed at sites where the wall/coping cracking is present, or the MSE wall panels protrude, and main settlement is along the wall; Nortex will start by drilling a row of holes 5' from the coping/wall. The length of the row will go from end to end of the settlement area or wall cracking area (whichever is greater). Polyurethane material will be injected just below the concrete to fill in any void and create a polyurethane barrier. Additional rows of holes will then be drilled and injected no closer to the wall to lift the settled area as best as possible. All injections at these locations will be performed this way to limit the pressure being applied to the protruded MSE wall panels, and to keep material from getting along the walls edge line to minimize additional cracking.

Monitoring Procedures:

- A. Controlling rise: The amount of rise shall be controlled using the pumping unit, by regulating the rate of injection of material. Lifting gauges and Laser shall be used to monitor the rise and ensure pavement is lifted to an even plane. Mix Ratio's on Gauges must be monitored periodically to ensure proper mixture of material being pumped along with monitoring of heat to keep foam somewhere in the vicinity of 80 to 140 degrees Fahrenheit (depending on outside air temperature).

- B. Drain inlets, asphalt shoulders, MSE walls, etc...will be monitored closely and consistently to ensure material below ground has not traveled to an area it is not intended to go.
- C. Supervisor shall be on site during entire operation and be fully trained in mechanical operation of equipment. Supervisor shall be responsible for safety of his crew at all times and responsible for monitoring lifting procedures.

Clean Up Procedures:

- A. All excess polyurethane material will be removed from the job site.
- B. All injections holes will be re-drilled to a depth of 2-3" and then non shrink cementitious grout will be poured into the open hole and struck flush with pavement surface.
- D. Entire work area will be cleaned and cleared to properly restore the operation lane.

Spill Clean Up Procedures:

- A. Entire area of spill to be covered and dispersed evenly with absorbent material kept on hand.
- B. After setting phase absorbent material is cleaned up and disposed of in thick trash bags and tied off for proper disposal.
- C. Process can be repeated until spill is sufficiently cleaned.

Material Information:

- A. All material used is certified for compliance with all state, and local authorities pertaining to the contract documents or special provisions. TXDOT ss3025 is provided along with NCFI Polyurethanes 24-003 material technical data sheet.

Warranty Information:

- A. All locations repaired under this contract stand by an industry standard two-year warranty that if a slab settles more than ½" in that period then it will be repaired free of charge. Traffic control and other incidental services would not be covered under the warranty.

**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS****NOTICE OF AWARD**

Nortex Concrete Lift & Stabilization, Inc.
Attn: Casey DeRosa
201 NW 26th St.
Fort Worth, TX 76164-7110

Re: Contract No. & Description: TXMAS-22-74501 Road and Highway Building
Materials, Asphaltic
Term of Contract: Date of Deputy Comptroller's signature on this Notice of
Award through December 20, 2022

The Comptroller of Public Accounts (CPA) accepts the TXMAS Offer Packet of Nortex Concrete Lift & Stabilization, Inc. (Contractor) and hereby awards Contractor a TXMAS contract (Contract). Contractor's awarded services will be processed through our Statewide Contract Management office (SCM) and will be available for purchase on the Texas SmartBuy online ordering system.

The Contract consists of the documents stated in Section 2 Contract Documents of the TXMAS Terms and Conditions CPA Addendum 1. The attached final catalog consists of services and pricing submitted and agreed upon by CPA and Contractor. The final catalog may exclude any services that CPA has decided not to award. Any excluded services are not permitted to be sold under the Contract and may not be added at any time during the life of the Contract.

To the extent there are conflicts between the Base Contract (between Oklahoma Office of Management & Enterprise Services (OMES) and Contractor, dated 11/18/2021) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control, including the following stipulations:

1. TXMAS Terms and Conditions Section 20 Force Majeure controls over the Base Contract Terms and Conditions 23 Force Majeure.
2. TXMAS Terms and Conditions Section 28 Indemnification controls over the Base Contract Terms and Conditions 16. Indemnification.
3. TXMAS Terms and Conditions Section 40 Limitation of Liability controls over the Base Contract Terms and Conditions 16.5 Limitation of Liability.
4. TXMAS Terms and Conditions Section 43 Severability controls over the Base Contract Terms and Conditions 26.10 Severability.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. Prior to mass advertising, a draft must be submitted to the TXMAS program for approval. Please complete the attached ECSM Submission Checklist and submit it with the draft advertisement to: txmas@cpa.texas.gov

Contractor shall be responsible for the fulfillment of any Purchase Order issued through Texas SmartBuy pursuant to the terms and conditions of the Contract. Contractor shall not ship any products or provide services until receipt of a Purchase Order issued through Texas SmartBuy.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

Texas Comptroller of Public Accounts

DocuSigned by:

Lisa Craven

11E50DEF0EC44E...

Lisa Craven

Deputy Comptroller

Date: 5/26/2022 | 9:02 AM CDT



Contract: TXMAS-22-74501
Description: Road and Highway Building
Materials
Contract Dates: 12/21/24 – 12/20/2025
Renewal Options: No remaining terms



Contractor:
Nortex Concrete Lift & Stabilization, Inc.
201 NW 26th St.
Fort Worth, TX 76164
VID: 12002919921

TXMAS-22-74501 – Slab Jacking Price List

Item Number	Description/Measurement	Unit	Price per Unit
	Concrete Pavement Lifting and Stabilization		
1000003294	Polyurethane Injections (200 LBS - 1,000 LBS)	LB	\$4.81
1000002795	Polyurethane Injections (1,001 LBS – 5,000 LBS)	LB	\$4.60
1000003269	Polyurethane Injections (5,001 LBS – 10,000 LBS)	LB	\$4.45
1000003346	Polyurethane Injections (10,001 LBS and above)	LB	\$4.30
41114603	Dynamic Cone Penetrometer Testing	Each	\$456.00
	Value Added Section		
VA-1	Concrete Joint Grinding (0 – 1,000 Linear Feet)	LF	\$6.09
VA-2	Concrete Joint Grinding (1,001 & above Linear Feet)	LF	\$4.06
VA-3	Cleaning & Resealing with Joint Sealant	LF	\$25.38
VA-4	Soil Densification (Polyurethane Injections at Depths from 3.0 FT – 10.0 FT)	LB	\$5.06
VA-5	Soil Densification (Polyurethane Injections at Depths 10.1 FT and Above)	LB	\$5.47

TO: Central Texas Regional Mobility Authority (CTRMA)
ATTN: John Jones - Asst. Director of Engineering-Maintenance
RE: TXMAS-22-74501 Polyurethane Injection Repairs
DATE: 12/3/2025

REMIT PAYMENT TO:
P.O. Box 4935
Fort Worth, TX 76164

Loc #	Direction	Highway	Work Area	Dimensions	Lift	lift/stabilize	deep injection
						QTY LBS.	QTY LBS.
1	EB	290 Express @ 183 Overpass	Departure	45' x 55'	2.0"	2700	
2	EB	290 Express @ Springdale Rd	Approach	65' x 65'	2.0"-3.0"	4000	
3	EB	290 Express @ Springdale Rd	Departure	75' x 65'	2.0"-3.0"	4200	
4	EB	290 Express @ Ferguson Branch	Departure	40' x 50'	3.0"		2400
5	EB	290 Express @ Walnut Creek	(Can not fix - departure higher than bridge deck)				
6	EB	290 Express @ RM 590.3	Heave - 2 Left Lanes	150' x 30'	3.0"-4.0"		4800
7	EB	290 Express @ RM 590.7-590.8	Heave - 2 Left Lanes	140'x30'	3.0"-4.0"		4700
8	EB	290 Express before Giles Overpass	3 dips- Entrance and Right Lanes	90' x 35' 50' x 35' 60' x 35'	2.0"-4.0"	7400	
9	EB	290 Express @ Harris Branch	Approach	50' x 60'	3.0"		3200
10	EB	290 Express @ Harris Branch	Departure	50' x 60'	3.0"		3200
11	EB	290 Express @ TX -130	Approach	40' x 60'	2.0"-3.0"		3000
12	EB	290 Express @ TX -130	Departure	40' x 60'	2.0"-3.0"		3000
13	WB	290 Express @ TX -130	Departure	48' x 60'	2.0"-3.0"	3200	
14	WB	290 Express @ RM 592.4	Dip - Left 3 Lanes	65' x 46'	3.0"-4.0"		3700
15	WB	290 Express @ Harris Branch	Departure	45' x 60'	2.0"-3.0"	3200	
16	WB	290 Express @ Tuscany Way	Approach	45' x 60'	2.0"-3.0"	3200	
17	WB	290 Express @ Tuscany Way	Departure	45' x 60'	3.0"	3200	
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
TOTAL:						31100	28000

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1000003346	Polyurethane Injections (10,000 LBS and above)	LB	31100	\$4.30	\$133,730.00
VA-4	Soil Densification (Polyurethane Injections at Depths from 3.0 - 10.0 FT)	Day	28000	\$5.06	\$141,680.00
				TAX:	EXEMPT
				TOTAL:	\$275,410.00

All pricing from Texas Smartbuy Contract TXMAS-22-74501. You will only be charged for LBS pumped.



201 NW 26th St.
Fort Worth, TX 76164
(817) 831-1240 office
(817) 831-1245 fax

TXMAS-22-74501 Concrete pavement lifting and stabilization with polyurethane injections and value-added services

Price sheet per location for traffic control and off duty officers

Item Number	Description/Measurement	Unit	Unit Price	Quantity	Total
Incidental	Message Board/s: All Project	Night	\$100	24	\$2,400
Incidental	Off Duty Officer/s: All Project	Hour	\$70	153	\$10,710
Location #1	EB 290 Express @ 183 Overpass, Departure Slab, 45'x55', 2.0" Lift				
Incidental	Single RL, swap to single LL, exit remains open – Freeway/highway	Night	\$2,500	1	\$2,500
Location #2	EB 290 Express @ Springdale Rd, Approach Slab, 65'x65', 2"-3" Lift				
Incidental	Single RL with exit ramp closed, Double LL closure – Freeway/highway	Night	\$3500	2	\$7,000
Location #3	EB 290 Express @ Springdale Rd, Departure Slab, 75'x65', 2'-3" lift				
Incidental	Included w/ location #2	Night	n/a	n/a	\$0
Location #4	EB 290 Express @ Ferguson Rd, Departure Slab, 40'x50', 3" lift				
Incidental	Double LL, swap to a single RL– Freeway/highway	Night	\$3,500	1	\$3,500
Location #5	EB 290 Express @ Walnut Creek (Can not fix-departure is higher than bridge deck)				
Location #6	EB 290 Express @ RM 590.3, Heave – 2 Left Lanes, 150'x30', 3-4" lift				
Incidental	Double LL closure – Freeway/highway	Night	\$3,500	1	\$3,500
Location #7	EB 290 Express @ RM590.7-590.8 2 Left Lanes, 140'x30', 3-4" lift				
Incidental	Double LL Closure – Freeway/highway	Night	\$3,500	1	\$3,500
Location #8	EB 290 Express before Giles Overpass, 3 Dips Entrance/RL– 90'x35', 50'x35', 60'x35', 2-4" lift				
Incidental	Single RL with Entrance Ramp Closed	Night	\$3,500	2	\$7,000

Item Number	Description/Measurement	Unit	Price per Unit	Quantity	Total
Location #9	EB 290 Express @ Harris Branch, Approach Slab, 50'x60', 3.0" Lift				
Incidental	Double LL Closure, Single RL with chute for on ramp– Freeway/highway	Night	\$3,500 \$2,500	1 1	\$6,000
Location #10	EB 290 Express @ Harris Branch, Departure Slab, 50'x60', 3.0" Lift				
Incidental	Included w/ location #9	Night	n/a	n/a	\$0
Location #11	EB 290 Express @ TX-130, Approach Slab, 40'x60', 2-3" Lift				
Incidental	Double LL Closure, swap to single RL Closure Freeway/highway	Night	\$3,500	1	\$3,500
Location #12	EB 290 Express @ TX-130, Departure Slab, 40'x60', 2-3" Lift				
Incidental	Double LL Closure, swap to a single RL Closure Freeway/highway	Night	\$3,500	1	\$3,500
Location #13	WB 290 Express @ TX-130, Departure Slab, 40'x60', 2-3" Lift				
Incidental	Single RL Closure, swap to single LL – Freeway/highway	Night	\$3,500	1	\$2,500
Location #14	WB 290 Express @ RM 592.4, Dip 3 Left Lanes, 65'x46", 3-4" Lift				
Incidental	Single RL on main lanes, Single LL on Connection Ramp lanes, swap to single LL on main lanes	Night	\$3,500	1	\$3,500
Location #15	EB 290 Express @ Harris Branch, Departure Slab, 45'x60', 2-3" Lift				
Incidental	Double LL closure, swap to double RL closure Freeway/highway	Night	\$3,500	1	\$3,500
Location #16	EB 290 Express @ Tuscany Way, Approach Slab, 45'x60', 2-3" Lift				
Incidental	Double LL closure, Double RL closure -Freeway/highway	Night	\$3,500	2	\$7,000
Location #17	EB 290 Express @ Tuscany Way, Departure Slab, 45'x60', 3" Lift				
Incidental	Included w/ location #16	Night	n/a	n/a	\$0
Total Purchase Price=				\$69,610	

Special Specification 3008

Soil Densification and Raising Concrete Slabs with High-Density Polyurethane Foam (HDPF)



1. DESCRIPTION

Soil densification to strengthen base and sub-base soils under concrete pavement by furnishing and injecting a two-part, 1:1-by-volume, water-resistant, high-density polyurethane foam (HDPF) into the foundation soils beneath the pavement through holes or injection tubes at locations shown on the plans or as directed, while monitoring for movement at the surface.

2. MATERIALS

Furnish a two-part, 1:1-by-volume HDPF. The material must reach 90% compressive strength within 30 min. of injection and have a water-insoluble diluent, which will permit the formation of polyurethanes in excess water.

Furnish materials in accordance with the following.

- **ASTM D1622.** Density: 3.8 lb.—4.2 lb. per cubic foot.
- **ASTM D1621.** Compressive strength: 60 psi (minimum).
- **ASTM D1623.** Tensile strength: 90 psi (minimum).
- **ASTM C273.** Shear strength: 45 psi (minimum).
- **ASTM D790.** Flexural strength: 90 psi (minimum).
- **ASTM D1940.** Closed cell content: +85%.

Furnish non-shrink grout to patch drill holes. The grout must meet [DMS-4675](#), "Cementitious Grouts and Mortars for Miscellaneous Applications," and be used within the shelf life and temperature limitations set by the manufacturer.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. At minimum, provide the following.

- 3.1. **Dynamic Cone Penetrometer (DCP).** Provide a portable DCP for onsite soil investigation to assist in location and depth of weak foundation soils and determination of correct injection pattern and injection elevations through tubes to densify weak soils. The DCP must be capable of taking readings as approved. Extension rods are required to perform this investigation.
- 3.2. **Drill.** Use a pneumatic or electric drill capable of efficiently drilling 5/8-in.—2-in. diameter (if needed for multiple injection tubes) injection holes through the pavement without damaging the structural integrity of the existing pavement. Drill host holes for the placement of injection tubing cut to proper lengths per the plans, or as indicated in the field quality control (QC) plan and DCP testing.
- 3.3. **Pumps.** Furnish at least two trucks each with two mounted pumping units capable of injecting the polyurethane material at a controlled rate into the foundation soils to the require depths. Ensure:
 - the pumping units are equipped with certified flow meters to precisely measure the amount of each component injected, so that the 1:1 ratio by volume is maintained for QC and a certified volume of injected polymer material is obtained; and

- the pumping units are equipped with pressure and temperature control devices capable of maintaining proper temperature.

- 3.4. **Level.** Provide satisfactory equipment, such as rotating laser levels and receivers, to monitor movement of the pavement to within 1 mm, to verify that the injected foundation soils have been properly densified and to ensure the proper lift of pavement to grade is achieved.

4. CONSTRUCTION

- 4.1. **Preparation.** Prepare a profile of each area to determine the extent of the concrete slab that requires adjustment or raising. Ensure that the finished concrete slabs will conform to the grades and cross-section of the slabs as shown on the plans or as directed. Determine the exact locations of the injection holes for each treated area. Obtain approval for the injection hole locations.
- 4.2. **Drilling.** Use drilling operations that do not damage the surrounding concrete. Drill injection holes through the concrete, with 5/8-in.–2-in. diameter holes, vertical and round, and to a depth indicated in the approved field QC plan. Install injection tubes to the prescribed injection depth or depths.
- 4.3. **Mixing.** Use the flow meters to perform a quality check on the ratio of the two-part chemical system. The Part A (Resin) to the Part B (ISO) ratio by volume should be 1:1. Each day, reset the flow meters on the pumping units to zero. Perform a test shot of material from one injection gun at a time with at least 0.5 gal. of each material, comparing the digital output in gallons of resin to the gallons of ISO to determine the injected ratio. The ratio range must be between 0.95 and 1.05 for all the injection guns to be used on the project. Be prepared to show the most recent calibration documents for the flow meters before using on the project.
- 4.4. **Injection and Patching.** Inject high-density polyurethane formulation through holes by injection tubes into the foundation soils beneath the pavement to the prescribed depth or depths. Control the stabilization of the foundation soils by regulating the rate of injection of the material. Continuously monitor for movement of the pavement. Foundation soils are stabilized enough when movement of the pavement is not detected. Continue injection into the soils as needed to lift the pavement to grade. If no vertical movement has occurred, the Department may direct the Contractor to cease injecting. Take precautions to prevent the intrusion of injected material into any drainage facility and other structures. Remove any excessive polyurethane material after the nozzle is removed from the hole. Push down or drill out injection tubing 2 in. below the pavement surface and install a rapid-set, non-shrink patching material into the drilled-out holes. Strike patches flush with the surface of the surrounding pavement.
- 4.5. **Set Time.** Open pavement to construction traffic within 30 min. of final injection of the polyurethane material because material is at a minimum 90% strength within 30 min. Pavement must be free of debris and swept clean before opening to traffic.
- 4.6. **Repairs.** As directed, repair any pavement slab or bridge approach or departure slab that has cracked or did not achieve required grades as a result of the Contractor's operation, at no additional cost to the Department.
- 4.7. **Ride Quality.** Use Surface Test Type B, Schedule 3, to evaluate ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

This Item will be measured by the pound of HDPF injected and accepted. Measure the two chemical components and total to calculate the total weight of the material.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Soil Densification and Raising Concrete Slabs with

HDPF." This price is full compensation for drilling, furnishing and injecting polyurethane material, concrete repairs, labor, materials, tools, and incidentals.

January 6, 2025

Subject:TXDOT SS 3008: Certificate of Conformance

Re: Soil Densification and Raising Concrete Slab with HDPF

To whom it may concern,

When processed through proper equipment in full working condition, at a 1:1 ratio, 24-003 is a two-part, closed-cell polyurethane system. Due to its chemistry which includes a water insoluble diluent, this system is hydrophobic and hydro-insensitive, allowing its formation in the presence of water.

NCFI 24-003 meets or exceeds all physical properties outlined below when properly processed.

Technical Properties	Requirements
Density, minimum and maximum, per ASTM D-1622 (air rise)	3.8 lbs/ft3 – 4.2 lbs/ft3
Compressive Strength, minimum, per ASTM D-1621	60 PSI
Tensile Strength, minimum, per ASTM D-1623	90 PSI
Sheer Strength, minimum, per ASTM C-273	45 PSI
Flexural Strength, minimum, per ASTM D-790	90 PSI
Closed Cell Content, per ASTM D-1940	+85%
Curing Rate	90 percent of compressive strength within 30 minutes after injection

Flexural Strength at 4PCF reaches a minimum of 87PSI Free Rise poured and when restricted (or confined) it can reach up to 390PSI.

Products are warrantied for a six-month shelf life.

For any further inquiries please contact your Account Manager.

Regards,



Samantha Poirier - Senior Chemist

TERRATHANE™ Product Line

The TerraThane™ product line is comprised of uniquely formulated, dual-component systems designed for a variety of geotechnical applications, such as lifting, soil compaction, void filling, and I/I mitigation. Each batch goes through stringent testing and quality assurance standards to ensure reliability in the field.

TERRATHANE™ 24-003

TerraThane™ 24-003 is a 4lb hydrophobic/hydro-insensitive, MDI-based, water blown system that is designed for exceptional spread and lifting capacity. The hydrophobic nature of 24-003 allows it to maintain exceptional physical properties even in saturated conditions. Available with NSF/ANSI 61 Section 5 – 2017 certification.

APPLICATIONS

Bridge Approaches and Departures
Highway and Streets
Airport Runways and Taxiways
Concrete Slab Lifting
Joint Matching
Void Filling
Deep Soil Injection



**CERTIFIED TO
NSF/ANSI 61**

*Upon request

UNIQUE ADVANTAGES

Hydrophobic / Hydro-Insensitive
Certified to NSF/ANSI-61
Contains No Solvents
Strengthens Loose Soil
Water Blown System

Reactivity at 110°F

Cream Time	5-8 seconds
Gel Time	11-15 seconds
Tack Free Time	16-19 seconds
Rise Time	25-30 seconds

Chemical Resistance

Solvents... **Excellent**

Mold and Mildew... **Excellent**

Performance

Wet Environments... **Excellent**

Lifting Capacity... **Excellent**

Physical Properties

Physical Properties	Test Method	Free Rise	Restrained
Density	ASTM D1622	4 pcf	5 – 6 pcf
Compressive Strength	ASTM D1621	80 psi	80 – 100 psi
Compressive Modulus	ASTM D1621	1900 psi	3000 psi
Tensile Strength	ASTM D1623	85 psi	100 – 120 psi
Tensile Modulus	ASTM D1623	1446 psi	3100 psi
Water Absorption	ASTM D2842	≤0.04lbs/ft ²	≤0.04lbs/ft ²
Closed Cell Content		>92%	>92%
Max Service Temp		200°F	200°F
Elongation	ASTM D1623	5.1%	
Shear Strength	ASTM C273	52 psi	90 psi
Shear Modulus	ASTM C273	602 psi	677 psi
Flexural Strength	ASTM D790	87 psi	139 psi
Flexural Modulus	ASTM D790	1625 psi	3147 psi

Special Testing

NYDOT Hydro-Insensitivity test, GTP-9		>96% density retention >93% comp strength retention	
Dimensional Stability, % volume change, 28 days aging (ASTM D-2126)	Heat age at 158°F	Freezer at -20°F	Humid age at 100% RH & 120°F
	-1.5%	-0.1%	-1.0%

Component Properties

Component	B-24-003	A2-000
Appearance	Transparent Liquid	Clear Brown Liquid
Brookfield Viscosity @20rpm	500 cps at 72°F	200 cps at 72°F
Specific Gravity	1.05	1.24
Weight per Gallon	8.9 lbs	10.3 lbs
Storage Temperature	50-100°F	50-100°F

Mix Ratio

By weight... 118 parts A-side: 100 parts B-side

By volume... 100 parts A-side: 100 parts B-side

Processing Parameters

A-side Temperatures	100 – 120°F
B-side Temperatures	100 – 120°F
Mixing Pressure	1000 psi static 800 psi dynamic

Storage and Handling

For optimum shelf life, the recommended storage temperature is 50°F to 100°F. **Do not expose A-side to lower temperatures – freezing may occur.** Avoid moisture contamination during storage, handling, and processing. After opening, pad the containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point).

Store components at 70°F to 90°F for several days prior to use to minimize viscosity issues.

Shelf life of B-side is 6 months and A-side is 2 years for factory sealed containers.

Application Cautions

Careful consideration should be given to selection and application of any NCFI Polyurethane foam system where excessive foam mass build-up can occur. Excessive polyurethane foam lift thickness will result in high internal temperatures within the injected foam, which can result in degraded foam properties, or in extreme cases, fire or spontaneous combustion. **Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions.** Each person, firm or corporation engaged in the application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage and utilize all appropriate precautionary and safety measures. Please consult NCFI Polyurethanes for safety considerations, polyurethane system selection and application recommendations.

The Information contained herein is believed to be reliable, but no representations, guarantees, or warranties of any kind are made as to its accuracy, suitability for particular applications or the results to be obtained there from. The information is based on laboratory work with small-scale equipment and does not necessarily indicate end product performance. Because of the variation in methods, conditions and equipment used commercially in processing these materials, no warranties or guarantees are made as to the suitability of the products for the application disclosed. Full-scale testing and end product performance are the sole responsibility of the user. NCFI Polyurethanes shall not be liable for and the customer assumes all risk and liability of any use or handling of any material beyond NCFI's direct control. NCFI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Nothing contained herein is to be considered as permission, recommendations, nor as an inducement to practice any patented invention without permission of the patent owner.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Nortex Concrete Lift & Stabilization, Inc.
Fort Worth, TX United States

Certificate Number:
2025-1393252

Date Filed:
11/24/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Central Texas Regional Mobility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CTRMA 2025 - Nortex
Roadway Repairs - Polyurethane Injections with Soil Densification

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

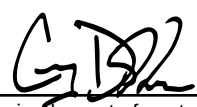
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Casey DeRosa, and my date of birth is 12/26/1983.

My address is 201 NW 26th St., Fort Worth, TX, 76164, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 24 day of November, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



NTXCOMM01C

LMENDOZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA 500 West 7th Street, Suite 1800 Fort Worth, TX 76102	CONTACT NAME: Liliana Mendoza	
	PHONE (A/C, No, Ext): (817) 471-1814	FAX (A/C, No):
	E-MAIL ADDRESS: Liliana.Mendoza@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Surplus Insurance Company	26620
INSURED NORTEX Concrete Lift and Stabilization, Inc. 201 NW 26th St. Fort Worth, TX 76164	INSURER B : Insurance Company of the West	27847
	INSURER C : Certain Underwriters at Lloyd's, London	NA
	INSURER D : Ohio Casualty Insurance Company	24074
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P00100178576701	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			P00100178569001	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WTX 5086650 00	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CSIEL00951-02	10/1/2025	10/1/2026	Aggregate \$2M/Each> 1,000,000
D	Inland Marine			BMO65543060	11/21/2025	11/21/2026	Leased and Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability and Work Comp policies includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Umbrella Policy is a follow form Policy to GL, BA, WC.

CERTIFICATE HOLDER

CANCELLATION

CTRMA Central Texas Regional Mobility Authority 3300 N IH-35, Suite Austin, TX 78705	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2025

PRODUCER
HALEY CARTER STATE FARM
328 W MAIN ST., STE 1
AZLE, TX 76020



INSURED
NORTEX CONCRETE LIFT & STABILIZATION, INC.
201 NW 26TH ST
FORT WORTH, TX 76164

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Auto Insurance Company 25178
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	X	AUTOMOBILE LIABILITY	96 0737-A01-43	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CTRMA and TXDOT are listed as additional insured's with waiver of subrogation

CERTIFICATE HOLDER

CTRMA
Central Texas Regional Mobility Authority
3300N IH-35, Suite 300
Austin, TX 78705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JUDY BUTLER, SSA



SCHEDULE OF FORMS & ENDORSEMENTS	
Policyholder Notices and Policy Forms	Form Number and Edition Date
POLICYHOLDER NOTICE	AXIS 105 0316
SERVICE OF SUIT	AXIS 106 0415
POLICYHOLDER NOTICE - ECONOMIC AND TRADE SANCTIONS	AXIS 906 0316
TEXAS NOTICE	AXIS TX 901 0420
POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE - TRIA DECLINED	TRIA DECLINED DISCLOSURE
COMMERCIAL GENERAL LIABILITY COVERAGE FORM	CG 0001 0413
COMMON POLICY CONDITIONS	IL 0017 1198
Endorsements	Form Number and Edition Date
CONTROLLED SUBSTANCE EXCLUSION ENDORSEMENT	AXIS 1011960 0519
PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION	AXIS 1012886 0821
HUMAN TRAFFICKING EXCLUSION ENDORSEMENT	AXIS 1013128 0422
BIOMETRIC INFORMATION EXCLUSION	AXIS 1013198 0423
EMPLOYEE BENEFITS LIABILITY COVERAGE	CG 0435 1207
PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION	CG 2001 1219
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	CG 2010 1219
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS	CG 2037 1219
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED	CG 2107 0514
EXCLUSION – UNMANNED AIRCRAFT	CG 2109 0615
EXCLUSION - DESIGNATED PROFESSIONAL SERVICES	CG 2116 0413
COMMUNICABLE DISEASE EXCLUSION	CG 2132 0509
EXCLUSION - DESIGNATED WORK	CG 2134 0187
EMPLOYMENT-RELATED PRACTICES EXCLUSION	CG 2147 1207
EXCLUSION - DESIGNATED ONGOING OPERATIONS	CG 2153 0196
EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM	CG 2154 0196
TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION	CG 2165 1204
FUNGI OR BACTERIA EXCLUSION	CG 2167 1204



COMMERCIAL GENERAL LIABILITY- OCCURRENCE

EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY	CG 2279 0413
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	CG 2404 1219
AMENDMENT OF INSURED CONTRACT DEFINITION	CG 2426 0413
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)	IL 0021 0908
AMENDMENT TO INSURING AGREEMENTS ENDORSEMENT	SI 0001 0915
AMENDMENT AGGREGATE LIMITS OF INSURANCE (PER PROJECT AND TOTAL POLICY AGGREGATE)	SI 106 0915
DEDUCTIBLE LIABILITY INSURANCE	SI 107 0521
OPERATIONS EXCLUSION - RESIDENTIAL WORK	SI 114 0915
EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES	SI 121 0915
COMPOSITE RATE	SI 128 1220
TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION	SI 140 0915
MINIMUM EARNED PREMIUM ENDORSEMENT	SI 191 0422
WARRANTY OF SUBCONTRACTOR LIMITS - AGG'D DEDUCTIBLE AMENDED	SI 196 0915
LIMITED ADVICE OF CANCELLATION PROVIDED VIA EMAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED	SI 216 0915
AMENDMENT OF DEFINITION OF EMPLOYEE	SI 218 0915
AMENDMENT OF DEFINITION OF PERSONAL AND ADVERTISING	SI 219 0915
AMENDMENT TO BREACH OF CONTRACT EXCLUSION	SI 220 0915
AMENDMENT TO INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET EXCLUSION	SI 221 0915
ASBESTOS EXCLUSION	SI 222 0121
CROSS SUITS EXCLUSION	SI 223 0121
EIFS EXCLUSION	SI 224 0121
HABITATIONAL EXCLUSION	SI 225 0915
LEAD EXCLUSION	SI 226 0121
PREMIUM AUDIT - ADVANCE MINIMUM AND DEPOSIT PREMIUM ENDORSEMENT	SI 227 0121
REPRESENTATIONS AND WARRANTIES ENDORSEMENT	SI 228 0121
SILICA EXCLUSION	SI 229 0121
TERRORISM EXCLUSION	SI 230 0915
EXPOSURE BASIS DEFINITIONS ENDORSEMENT	SI 250 0121

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where the Named Insured has agreed in a written contract or agreement to name as an additional insured provided that the contract or agreement was executed prior to the loss or occurrence.	"All locations" as designated and described in the written executed contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where the Named Insured has agreed in a written contract or agreement to name as an additional insured provided that the contract or agreement was executed prior to the loss or occurrence.	"All locations" as designated and described in the written executed contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you have agreed to waive any right of recovery against in a written contract or agreement executed prior to the loss or occurrence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you have agreed to waive any right of recovery against in a written contract or agreement executed prior to the loss or occurrence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

TEXAS OPERATIONS ONLY

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-2025** Policy No. **WTX 5086650 00**
Insured **NORTEX Concrete Lift and Stabilization, Inc.**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



End No.	Effective Date of Endorsement	Policy Number	<input type="checkbox"/> Additional/ <input type="checkbox"/> Return Premium
	12:01 a.m. on 10/1/2025 If the above date is blank, then this endorsement is effective on the effective date of the policy.	P00100178576701	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that we cancel this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the "First Named Insured" is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holders") and has provided to the us, either directly or through its broker of record, the email address of a contact at each such entity; and
3. we received this information after the "First Named Insured" receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us;

we will endeavor to provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holder within 30 days after the "First Named Insured" provides such information to us; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the "First Named Insured" provides such information to us.

Proof of that we emailed the Advice, using the information provided by the "First Named Insured" will serve as proof that we have fully satisfied any obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definition applies to this endorsement:

"First Named Insured" means the first Named Insured shown on the Declarations Page of this policy.

All other provisions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

30 DAYS NOTICE OF CANCELLATION ENDORSEMENT - BLANKET

If this policy is cancelled prior to the expiration date, we will mail thirty (30) days written notice according to the following:

Notice Of Cancellation By Us To Additional Insured When Required By Written Contract

We will provide written Notice of Cancellation to an additional insured stating when, not less than the 30 days shown in the Schedule of this endorsement, cancellation will become effective.

This condition only applies if this policy is cancelled by us, and:

1. Cancellation is for reasons other than nonpayment of premium or any applicable deductible;
2. You are required by written contract to provide the additional insured with such notice; and
3. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within seven (7) days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

If this policy is cancelled for non-payment of premium, we will mail ten (10) days written notice.

Failure to do so shall impose no obligation or liability of any kind upon the Company, its agents or representatives.

All other terms and conditions of this policy remain unchanged.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nortex Concrete Lift & Stabilization, Inc.
Fort Worth, TX United States

Certificate Number:
2025-1393252

Date Filed:
11/24/2025

Date Acknowledged:
12/01/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Central Texas Regional Mobility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CTRMA 2025 - Nortex
Roadway Repairs - Polyurethane Injections with Soil Densification

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Nortex Concrete Lift & Stabilization, Inc.
Fort Worth, TX United States

Certificate Number:
2025-1393252

Date Filed:
11/24/2025

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Central Texas Regional Mobility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CTRMA 2025 - Nortex
Roadway Repairs - Polyurethane Injections with Soil Densification

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

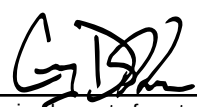
5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Casey DeRosa, and my date of birth is 12/26/1983.

My address is 201 NW 26th St., Fort Worth, TX, 76164, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 24 day of November, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



December 17, 2025 AGENDA ITEM #15

Discuss and consider amending
the FY 2026 Capital Budget to
provide additional funding for
slab stabilization services

Strategic Plan Relevance:	Service
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$400,000 (additional \$200,000 to capital budget)
Funding Source:	FY26 General Fund
Action Requested:	Consider and act on draft resolution

Background: The Fiscal Year 2026 Annual Operating Budget contains revenue estimates, departmental spending plans, debt service requirements, and a capital budget for the fiscal year beginning July 1, 2025, ending June 30, 2026. The capital budget consists of new acquisition and renewal and replacement items for the System and the MoPac North managed lanes.

The renewal and replacement fund in the capital budget included a Slab Stabilization line item to address pavement settling issues. Seventeen locations along the 290 Toll corridor were recently identified as candidates for slab stabilization services.

Current Action: The approved FY26 Capital Budget anticipated Slab Stabilization costs to be \$200,000. A quote was solicited from the Texas Multiple Award Schedule (TxMAS) cooperative purchasing program for these services at the 17 identified locations. The only provider for these services through TxMAS is Nortex Concrete Lift and Stabilization, Inc., whose proposed cost is \$345,020. This request is to amend and increase the capital budget for the Slab Stabilization line item by \$200,000 to \$400,000. The specific item is outlined on page 57 of the FY26 Budget and in the Draft Capital Budget Amendment, both of which are attached.

Staff Recommendation: Staff requests the Board's approval to amend the Fiscal Year 2025 Capital Budget to provide an additional \$200,000 of funding for Slab Stabilization services.

Backup provided: Draft resolution
Draft FY26 Capital Budget amendment

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

RESOLUTION NO. 25-0XX

**AMENDING THE CAPITAL BUDGET FOR FISCAL YEAR 2026 FOR ADDITIONAL
FUNDING FOR SLAB STABILIZATION SERVICES ON 290 TOLL**

WHEREAS, by Resolution No. 25-035 dated June 25, 2025, the Board of Directors adopted the operating budget for fiscal year 2025-2026 (the “FY 2026 Budget”); and

WHEREAS, the FY 2026 Budget includes \$200,000.00 in funding for anticipated concrete slab stabilization services for the 290 Toll; and

WHEREAS, the lowest qualifying bid for concrete slab stabilization services for the 290 Toll is \$400,000.00; and

WHEREAS, staff proposes increasing the Renewal & Replacement section of the FY 2026 Budget by an amount of \$200,000.00 to fund concrete slab stabilization services for the 290 Toll; and

WHEREAS, the requested amount of \$200,000.00 to fund concrete slab stabilization services for the 290 Toll will be funded by the General Fund; and

WHEREAS, the Executive Director recommends that the FY 2026 Budget be amended, attached hereto as Exhibit A, to fund concrete slab stabilization services for the 290 Toll.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby amends the FY 2026 Budget, attached hereto as Exhibit A , to fund concrete slab stabilization services for the 290 Toll.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Capital Budget

Capital Budget

General Fund

Headquarters Furniture, Fixtures, and Equipment, HVAC, and Other Improvements	2,250,000
Information Technology Buildout of New Headquarters	250,000
Shared Use Path Improvements	
Bike Racks and Tire Repair Stations	42,000
Hydration Stations	52,000
Upgraded Signage	82,500
Speed Awareness Monitors - 3	75,000
Field Operations Building Improvements	2,506,000
Field Operations Building Network	120,000
Data Platform Enhancements	979,530
Roadside Hardening	1,977,500
Toll Canopy Structures	145,000
Trails - Pedestrian or Bicycle Facilities	1,000,000
Maintenance Yard Site Acquisition	10,000,000
Maintenance Yard Buildout	400,000
Pond Upgrades - 183A	5,000,000
Maintenance Yard Expansion and Brine Production Facilities - 290E	2,100,000
Maintenance Vehicle with Attachments - 2	250,000

Total Capital Budget **27,229,530**

Renewal and Replacement

General Fund

CCTV Camera Replacements (Systemwide)	550,000
Toll System Replacement - 183A	6,105,000
Slab Stabilization	200,000
Wall Repair	3,220,000
Handrail Replacement - SH71	510,000
Large and Small Sign Replacement - 290E	2,300,000
Annual Safety Improvements - Systemwide	1,500,000

Total Renewal and Replacement **14,385,000**

Total All Projects **41,614,530**

Capital Budget

Capital Budget	FY 2026	FY 2026 Amended
General Fund		
Headquarters Furniture, Fixtures, and Equipment, HVAC, and Other Improvements	2,250,000	
Information Technology Buildout of New Headquarters	250,000	
Shared Use Path Improvements		
Bike Racks and Tire Repair Stations	42,000	
Hydration Stations	52,000	
Upgraded Signage	82,500	
Speed Awareness Monitors - 3	75,000	
Field Operations Building Improvements	2,506,000	
Field Operations Building Network	120,000	
Data Platform Enhancements	979,530	
Roadside Hardening	1,977,500	
Toll Canopy Structures	145,000	
Trails - Pedestrian or Bicycle Facilities	1,000,000	
Maintenance Yard Site Acquisition	10,000,000	
Maintenance Yard Buildout	400,000	
Pond Upgrades - 183A	5,000,000	
Maintenance Yard Expansion and Brine Production Facilities - 290E	2,100,000	
Maintenance Vehicle with Attachments - 2	250,000	
Total Capital Budget	27,229,530	
Renewal and Replacement		
General Fund		
CCTV Camera Replacements (Systemwide)	550,000	
Toll System Replacement - 183A	6,105,000	
Slab Stabilization	200,000	400,000
Wall Repair	3,220,000	
Handrail Replacement - SH71	510,000	
Large and Small Sign Replacement - 290E	2,300,000	
Annual Safety Improvements - Systemwide	1,500,000	
Total Renewal and Replacement	14,385,000	14,585,000
Total All Projects	41,614,530	41,814,530



December 17, 2025 AGENDA ITEM #16

Discuss and consider approving the ranking of firms for negotiation of a contract for design and construction phase engineering services for the 183A Added Capacity project

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

Summary: During 183A Phases I and II, three tolled lanes northbound and southbound from SH 45 to Hero Way were constructed. These tolled lanes opened to traffic in March 2007 and April 2012, respectively. Since opening, significant growth along the 183A corridor prompted CTRMA's extension of tolled lanes northward to SH 29, with the 183A Phase III project opening to traffic in April 2025. The continued growth along the corridor has resulted in increased traffic volumes on the existing tolled lanes with projections of congestion occurring along 183A Phases I and II in the near term.

In August 2023, the board Authorized the preliminary design and environmental study of the 183A Added Capacity Project which consists of the widening of 183A Phases I and II tolled lanes, and adding a fourth lane to the northbound and southbound lanes from State Highway 45 to Hero Way.

Staff initiated procurement efforts for final design and construction phase services for the 183A Added Capacity Project on October 15, 2025. A chronology is provided below:

October 15, 2025	Issued Request for Qualifications (RFQ)
October 24, 2025	RFQ question submittal deadline

November 5, 2025	RFQ Response Deadline
November 19, 2025	Sorting of Responses to the RFQ

The following thirteen firms¹, listed in alphabetical order, submitted statements of qualifications (SOQs):

- BridgeFarmer & Associates, Inc.
- Burns & McDonnell Engineering Company Inc.
- Consor Engineers, LLC
- Halff Associates, Inc.
- Johnson, Mirmiran & Thompson, Inc.
- LJA Engineering, Inc.
- Omega Engineers, Inc.
- Quiddity Engineering, LLC
- Rodriguez Transportation Group, Inc.
- RS&H, Inc.
- STV Incorporated
- Volkert, Inc.
- WSB, LLC

Scoring was based upon an evaluation of the SOQs. An overview of the process, scoring and recommendation will be presented at the Board meeting.

A contract will be negotiated in accordance with Policy Code 401.035.

Action requested/Staff Recommendation: Staff recommends that the Board approve the Executive Director to negotiate with the most highly qualified respondent, based on the shortlist of ranked firms, for the design and construction phase services. If the Executive Director cannot agree on the terms of a contract with the most highly qualified respondent, authorize the Executive Director to negotiate a contract with the next most highly qualified respondent. Once a satisfactory contract has been negotiated, the Executive Director will present the proposed contract to the Board for its approval.

Backup provided: Draft Resolution

¹ The firms are listed in alphabetical order for the purposes of this AIS. The ranked list to be approved by the Board of Directors will be presented during the December 17, 2025 meeting.

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

RESOLUTION NO. 25-0XX

**APPROVING THE RANKING OF FIRMS FOR NEGOTIATIONS OF A CONTRACT
FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE 183A ADDED
CAPACITY PROJECT**

WHEREAS, the Mobility Authority is developing the 183A Added Capacity Project which consists of the widening of the existing 183A Phases land II tolled Janes, and adding a fourth lane within the center median to the northbound and southbound lanes from SH 45 to Hero Way; and

WHEREAS, following preliminary design and environmental study conducted by the Mobility Authority for the 183A Added Capacity Project, on October 15, 2025, the Mobility Authority issued a request for qualifications (RFQ) to firms interested in providing the design and construction phase services; and

WHEREAS, the Mobility Authority received responses to the RFQ from thirteen firms by the November 5, 2025 deadline; and

WHEREAS, the responses were reviewed by an evaluation committee and interviews were conducted in accordance with the procedures set forth in the RFQ and the Mobility Authority Policy Code; and

WHEREAS, following the review of responses, the evaluation committee prepared a ranked list of the respondents beginning with the most highly qualified respondent, as shown in Exhibit A; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the ranked list of the respondents prepared by the evaluation committee, and as provided in Section 401.035 of the Mobility Authority Policy Code, authorize the negotiation of a contract for the design and construction phase services of the 183A Added Capacity Project with the most highly qualified respondent.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the ranking of the respondents as shown in Exhibit A, and the selection of the most highly qualified respondent to provide services for the for the design and construction phase services of the 183A Added Capacity Project; and

BE IT FURTHER RESOLVED that pursuant to the process provided in Section 401.035 of the Mobility Authority Policy Code, the Executive Director is authorized to negotiate a contract with the most highly qualified respondent and if a satisfactory contract cannot be negotiated, the Executive Director shall formally end negotiations and enter into negotiations with the next most highly qualified respondent; and

BE IT FURTHER RESOLVED that once a satisfactory contract has been negotiated, the Executive Director shall present the proposed contract to the Board of Directors for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 17th day of December 2025.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Ranked List

(To be provided at the board meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 17, 2025 AGENDA ITEM #17

Project Update

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:

Project under construction:

A. 183 North Mobility Project

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 17, 2025
AGENDA ITEM #18

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

December 17, 2025
AGENDA ITEM #19

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

December 17, 2025
AGENDA ITEM #20

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

December 17, 2025
AGENDA ITEM #21

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 17, 2025
AGENDA ITEM #22

Adjourn Meeting

Adjourn Board Meeting.