CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, October 28, 2026

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.

Convene the Audit Committee Meeting

2. Audit Committee Meeting.

   A. Audit Committee meeting called to order by Committee Chairman Singleton.

   B. Introduction of external auditors from Crowe, LLP.

   C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2026 Audit Reports.

Robert W. Jenkins, Jr., Chairman • Nikelle Meade, Vice Chair • David Singleton, Treasurer • Mike Doss, Secretary • David B. Armbrust • Heather Gaddes • Ben Thompson • James M. Bass, Executive Director

D. Adjourn Audit Committee.

Consent Agenda

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

3. Approve the minutes from the September 30, 2026 Regular Board Meeting.

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

5. Approve new maximum and minimum speed limits for the 183 North Express Lanes and related amendments to the Mobility Authority Policy Code Sections 301.014 and 301.015.

6. Approve and adopt the 2026 Popular Annual Financial Report.

Regular Items

Items to discuss, consider, and take appropriate action.

7. Accept the unaudited financial statements for September 2026.

8. Discuss and consider modifying the annual toll rate escalation becoming effective January 1, 2027 and possible action if necessary.

9. Discuss and consider approving an extension to the agreement with KapschTrafficCom USA Inc., provide Intelligent Transportation System Performance-based Maintenance Services.

10. Discuss and consider approving an interlocal agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Improvement Project.

11. Discuss and consider approving agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC to provide engineering services for retaining wall remediation on Mobility Authority facilities.

12. Discuss and consider amending criteria for evaluating participation in potential pedestrian and/or bicycle facility projects.

Briefings and Reports

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

13. 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:

14. Discuss legal issues related to the development of the MoPac South Project, authorized by §551.071 (Consultation with Attorney).

15. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).

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

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

Reconvene in Open Session.
Regular Items

Items to discuss, consider, and take appropriate action.

18. 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.
>
> (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

October 28, 2026
AGENDA ITEM #1

Welcome and opportunity for public comment

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #2

Accept the Independent Audit Reports from Crowe LLP for the Fiscal Year Ending June 30, 2026

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

Background: Each year the Mobility Authority engages an independent CPA firm to conduct the Authority's required annual audit and single audit. Crowe LLP has completed the annual audit for FY 2026 and will present those reports to the Audit Committee. The draft Resolution accepts the annual audits for FY 2026.

Audit Committee – Agenda:

A. Audit Committee meeting called to order by Committee Chairman Singleton.

B. Introduction of external auditors from Crowe LLP.

C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2026 Audit Reports.

D. Adjourn Audit Committee.

Action requested/Staff Recommendation: Staff recommends the Board accept the annual audits for FY 2026.

Backup provided: Draft resolution
FY 2026 Audit Reports to be provided at the Board Meeting

MEETING OF THE AUDIT COMMITTEE
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 26-0XX

ACCEPTING THE INDEPENDENT AUDIT REPORTS FROM CROWE LLP FOR THE FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS, by Resolution No. 09-50 enacted July 31, 2009, the Board of Directors established the Audit Committee as a standing committee of the Board of Directors, consisting of all of the members of the Board of Directors; and

WHEREAS, under Resolution No. 09-50 and Section 101.036 of the Mobility Authority Policy Code, the Audit Committee is authorized to exercise all powers and authority of the Board of Directors with respect to Mobility Authority finances, and accordingly acts as, and on behalf of, the Board of Directors with respect to the matters addressed by this resolution; and

WHEREAS, the firm of Crowe LLP, has been engaged to provide an independent audit of the finances of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2026, and has presented that audit to the Audit Committee; and

WHEREAS, the Audit Committee has reviewed the "Annual Comprehensive Financial Report" and "Federal Awards Compliance Report" for fiscal year ended June 30, 2026, prepared by Crowe LLP, attached respectively as Exhibit A and Exhibit B to this resolution, and has heard and considered the presentation on the audit by Crowe LLP.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee accepts the independent audit reports of the Central Texas Regional Mobility Authority prepared by Crowe LLP for the fiscal year ending on June 30, 2026, subject to the correction of any errata items.

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

_____
James M. Bass
Executive Director

Approved:

_____
David Singleton
Chairman, Audit Committee

Exhibit A

Annual Comprehensive Financial Report

(To be provided at the Board Meeting)

Exhibit B

Federal Awards Compliance Audit

(To be provided at the Board Meeting)

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #3

Approve the minutes from the September 30, 2026 Regular Board Meeting

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

Description/Background: Approve the attached draft minutes for the September 30, 2026 Regular Board Meeting.

Backup provided: Draft minutes for the September 30, 2026 Regular Board Meeting

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

Wednesday, September 30, 2026
9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted on September 25, 2026, 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. Chairman Jenkins, Vice Chair Meade, Board Members David Armbrust, and Mike Doss, were present and David Singleton*, joined remotely.

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

https://mobilityauthority.new.swagit.com/videos/402648

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:05 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

   Public comment was provided by Bill Bunch, Save Our Springs Alliance, Mike Weiler, Austin resident, and Jeffrey Hershey, Austin resident.

Consent Agenda

2. Approve the minutes from the August 26, 2026 Regular Board Meeting.

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

   ADOPTED AS: RESOLUTION NO. 26-054

   MOTION: Approve Item nos. 2 and 6.
   RESULT: Approved (Unanimous); 5-0
   MOTION: Mike Doss
   SECONDED BY: Nikelle Meade

AYE: Armbrust, Doss, Jenkins, Meade, Singleton
NAY: None.

Regular Items

4. Accept the unaudited financial statements for August 2026.

   Presentation by Jose Hernandez, Chief Financial Officer.

   MOTION: Approve the unaudited financial statements for August 2026.
   RESULT: Approved (Unanimous); 5-0
   MOTION: David Armbrust
   SECONDED BY: Mike Doss
   AYE: Armbrust, Doss, Jenkins, Meade, Singleton
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-055

5. Discuss and consider approving the issuance of a request for proposals for customer service, video toll billing, payment processing, collections, enforcement support, and other related revenue collection services.

   Presentation by Tracie Brown, Director of Operations.

   MOTION: Approve the issuance of a request for proposals for customer service, video toll billing, payment processing, collections, enforcement support, and other related revenue collection services.
   RESULT: Approved (Unanimous); 5-0
   MOTION: Nikelle Meade
   SECONDED BY: David Armbrust
   AYE: Armbrust, Doss, Jenkins, Meade, Singleton
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-056

6. Discuss and consider approving Supplemental Work Authorization No. 3 to Quarterhill Inc. Work Authorization No. 4 for the 183N Express Lane toll system installation.

Presentation by Greg Mack, Director of IT & Toll Systems.

MOTION: Approve Supplemental Work Authorization No. 3 to Quarterhill Inc. Work Authorization No. 4 for the 183N Express Lane toll system installation.
RESULT: Approved (Unanimous); 5-0
MOTION: Mike Doss
SECONDED BY: David Armbrust
AYE: Armbrust, Doss, Jenkins, Meade, Singleton
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-057

7. Discuss and consider approving one or more firms for negotiation of agreements to provide professional engineering services for retaining wall remediation on Mobility Authority facilities.

   Presentation by Mike Sexton, Director of Engineering.

   MOTION: Approve one or more firms for negotiation of agreements to provide professional engineering services for retaining wall remediation on Mobility Authority facilities.
   RESULT: Approved (Unanimous); 5-0
   MOTION: Nikelle Meade
   SECONDED BY: David Armbrust
   AYE: Armbrust, Doss, Jenkins, Meade, Singleton
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-058

Briefings and Reports

8. Executive Director Report.

   Presentation by James Bass, Executive Director.

   A. Recent agency staff activities.

B. Agency roadway performance metrics.

C. Marketing activities.

Executive Session

Chairman Jenkins announced in open session at 10:01 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

9. Discuss legal issues related to the development of the MoPac South Project, as authorized by §551.071 (Consultation with Attorney).

10. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).

11. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects and toll system improvements, as authorized by §551.071 (Consultation with Attorney).

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

After completing the executive session, the Board reconvened in open meeting at 10:36 a.m.

Regular Items

13. Discuss and consider possible action under the Executive Director's Employment agreement.

*David Singleton did not join remotely.

Presentation by Bobby Jenkins, Chairman.

MOTION: Approve board resolution presented in Executive Session.
RESULT: Approved (Unanimous); 4-0
MOTION: David Armbrust
SECONDED BY: Nikelle Meade
AYE: Armbrust, Doss, Jenkins, Meade
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-059

14. Adjourn meeting.

    After confirming that no member of the public wished to address Chairman Jenkins declared the meeting adjourned at 10:37 a.m.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #4

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.

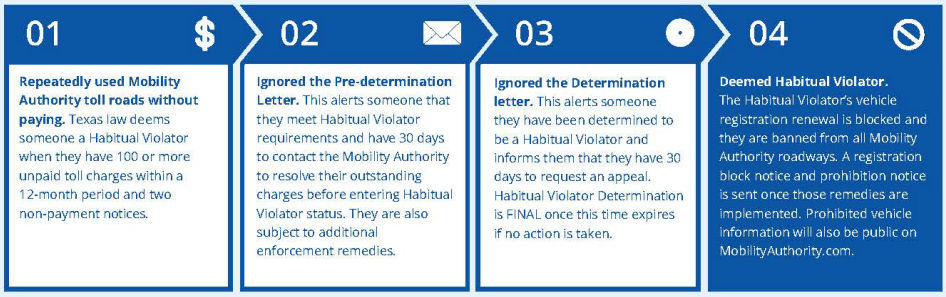
Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is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

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Habitual Violator Enforcement Program

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Habitual Violator Enforcement Program

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. 26-0XX

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; (6) 183 Toll; and (7) 183 Express Lanes.

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 October 28, 2026; 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 28th day of October 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #5

Approve new maximum and minimum speed limits for the 183 North Express Lanes and related amendments to the Mobility Authority Policy Code Sections 301.014 & 301.015.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	Estimated at $70,000
Funding Source:	183 North Project Funds
Action Requested:	Consider and act on draft resolution

Summary: The 183 North Express Lanes provide drivers with the option to bypass congestion on US 183 between SH 45N and MoPac and provide a direct connection to the MoPac Express Lanes and the southbound MoPac frontage road. Express lanes are special buffer-separated lanes that use variable tolls to keep traffic moving even when the adjacent lanes are congested. The express lanes are located in the middle of the US 183 corridor, separated from the general-purpose lanes by flexible delineators. Drivers can access the 183 North Express Lanes northbound near the MoPac interchange, from near Duval Road, or from the northbound MoPac Express Lane. Southbound drivers may access the 183 North Express Lanes from 183A Toll north of SH 45N, near Anderson Mill Road, or, near Duval Road.

The Texas Administrative Code (TAC) sets forth a procedure for establishing the maximum and minimum speed limits, which requires an engineering and traffic investigation (a "speed zone study") by a licensed transportation engineer that meets Texas Department of Transportation (TxDOT) criteria, in Subchapter B (Procedures for Establishing Speed Zones), 43 TAC § 25.21 et seq.

This resolution approves new maximum and minimum speed limits for the 183 North Express Lanes and proposes amendments to Mobility Authority Policy Code § 301.014

and 301.015 as shown on the attachment included in the backup materials. The proposed Policy Code revisions would remove the table of roadway speed limits from the Policy Code and, instead, require the roadway-specific maximum and minimum speed limits to be published to the Authority website."

History: The 183 North Express Lanes were opened to traffic in phases starting in early 2026. Phase one included opening of the northbound 183 Express Lanes from SH 45N to the MoPac interchange. The second phase opened the northbound MoPac/183 North Express Lanes direct connector and the corresponding northbound MoPac improvements. In February, the remaining southbound express lanes, direct connector and collector-distributer were opened to traffic.

An interim speed study was conducted for both directions of travel on the 183 North Express Lanes. The results from the study recommended that the interim speed limit for the express lanes match that of the general-purpose lanes, which is 65 miles per hour. Once traffic patterns stabilize, typically no sooner than sixty days after opening, an 85th percentile speed study is conducted to determine the appropriate speed limit.

The results of the study support a maximum speed limit of 75 miles per hour and a minimum speed limit of 60 miles per hour for the entirety of the 183 North Express Lanes. Minimum speeds are justified when a study shows that slow moving vehicles impede the normal and reasonable flow of traffic, and they are regulated in the same manner as maximum speeds. The minimum speed will help ensure the Express Lanes operate as intended by discouraging unnecessarily slow-moving vehicles that impede the free flow of traffic. During congested conditions, drivers will not be in violation of the minimum speed requirement when traffic conditions do not permit travel at 60 miles per hour.

The required speed zone study for the 183 North Express Lanes is attached.

The requested funds will cover the purchase and installation of new speed signs along the corridor.

Financing: 183 North Project Funds

Action requested/Staff Recommendation: Staff recommends approval of this item to adopt a maximum speed limit of 75 miles per hour and a minimum speed limit of 60 miles per hour for the 183 North Express Lanes and related amendments to Mobility

Authority Policy Code Sections 301.014 & 301.015. The new maximum and minimum speed limits will become effective upon installation of the new speed signs.

Backup provided: Draft Resolution
Draft Mobility Authority Policy Code revisions sections § 301.014 and 301.015
183 North Express Lanes Speed Study

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

RESOLUTION NO. 26-0XX

APPROVING MAXIMUM AND MINIMUM SPEED LIMITS FOR THE 183 NORTH EXPRESS LANES AND RELATED AMENDMENTS TO MOBILITY AUTHORITY POLICY CODE SECTIONS 301.014 AND 301.015

WHEREAS, Chapter 370 of the Transportation Code and other applicable law authorizes the Board to establish speed limits on Mobility Authority roadways; and

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

WHEREAS, Section 301.014 of the Policy Code provides guidelines for establishing speed limits on Mobility Authority roadways; and

WHEREAS, the Board has reviewed and considered the "183 North Toll Speed Limit Study" dated October 19, 2026, prepared by AtkinsRealis USA, Inc. and on file in the Mobility Authority office; and

WHEREAS, based on the 183 North Express Lane Speed Study, the Board finds that a maximum speed limit of 75 miles per hour and minimum speed limit of 60 miles per hour are safe and reasonable speeds for those who travel on 183 North Toll; and

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

WHEREAS, Mobility Authority staff have proposed amendments to Sections 301.014 and 301.015 of the Policy Code to remove the table of roadway speed limits from the Policy Code and, instead, require the roadway-specific maximum and minimum speed limits to be published on the Authority website where they are more readily accessible to the public; and

WHEREAS, the Executive Director recommends that the Board approve the amendments to Sections 301.014 and 301.015 of the Policy Code set forth in Exhibit A to relocate the table of speed limits to the Authority website.

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the 183 North Express Lane Speed Study and hereby approves the recommended maximum speed limit of 75 miles per hour and minimum speed limit of 60 miles per hour on 183 North Toll, as set forth in the 183 North Express Lane Speed Study; and

BE IT FURTHER RESOLVED, that the Board hereby amends Sections 301.014 and 301.015 of the Mobility Authority Policy Code to relocate the table of speed limits to the Authority website as set forth in Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

(1) Median: the area between traffic lanes for the purpose of separating traffic

(2) Toll Plaza: The area where tolls are collected

(3) Toll Gantry: A structural frame installed over tolled roadways and/or ramps supporting electronic toll collection systems.

301.014 Speed Limits

(a) Subchapter H, Chapter 545, Transportation Code, "Speed Restrictions," governs speeds on highways in the State of Texas. The authority has the authority to alter prima facie speed limits on its toll roads, provided the Procedures for Establishing Speed Zones are followed.

(b) Guidelines established by Texas Department of Transportation Procedures for Establishing Speed Zones, current edition, will be used in conducting Speed Zone Studies and establishing Speed Limits on authority operated toll roads. The data collected during the Speed Zone Studies are analyzed to determine the 85th Percentile Speed. The 85th Percentile Speed is the speed at which 85% of the traffic at a specific test site is traveling at or slower. The 85th Percentile Speed will be the basis for how the posted speed limit is determined.

~~(b)~~(c) The standard maximum and minimum speed limits for motor vehicles for each authority roadway shall be published on the authority website.

~~(c)~~(d) Maximum speeds within construction, transitional or reduced speed zones or during any period of adverse atmospheric or weather conditions shall be in accordance with signs displayed for

such zones. All regulatory and zoning signs displayed on authority operated toll roads shall be obeyed.

~~(d)~~(e) Regulatory signs for toll plaza speed zones shall be placed in advance of, at the beginning, and at the end of the defined speed zone. All regulatory signs displayed at the toll plaza shall be obeyed.

~~(e)~~(f) Motor vehicles shall not be driven in excess of the mechanical limits of vehicles or tires. If traffic, weather, pavement or other conditions render the maximum allowable speed hazardous, the speed of motor vehicles shall be reduced consistent with such conditions.

~~301.015 Speed Limits for Specific Roadways~~

~~The maximum and minimum, as applicable, speed limits for motor vehicles is specified in the table below. The limits shown are applicable except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions.~~

~~Roadway~~	~~Maximum Speed Limit~~	~~Minimum Speed Limit~~
~~183A Toll~~	~~75mph~~	~~n/a~~
~~183A Frontage Road~~	~~60mph~~	~~n/a~~
~~290 Toll~~	~~75mph~~	~~n/a~~
~~Mopac Express Lane~~	~~70mph~~	~~55mph~~
~~45SW Toll~~	~~70mph~~	~~n/a~~
~~183 Toll~~	~~75mph~~	~~n/a~~
~~SH 71 Toll Lane~~	~~65mph~~	~~n/a~~

~~301.016~~301.015 Parking

(a) Parking or stopping of vehicles on any traffic lane, deceleration lane, acceleration lane, or on any bridge is prohibited. Parking or stopping of vehicles is permitted only on the shoulders to the

(1) Median: the area between traffic lanes for the purpose of separating traffic

(2) Toll Plaza: The area where tolls are collected

(3) Toll Gantry: A structural frame installed over tolled roadways and/or ramps supporting electronic toll collection systems.

301.014 Speed Limits

(a) Subchapter H, Chapter 545, Transportation Code, "Speed Restrictions," governs speeds on highways in the State of Texas. The authority has the authority to alter prima facie speed limits on its toll roads, provided the Procedures for Establishing Speed Zones are followed.

(b) Guidelines established by Texas Department of Transportation Procedures for Establishing Speed Zones, current edition, will be used in conducting Speed Zone Studies and establishing Speed Limits on authority operated toll roads. The data collected during the Speed Zone Studies are analyzed to determine the 85th Percentile Speed. The 85th Percentile Speed is the speed at which 85% of the traffic at a specific test site is traveling at or slower. The 85th Percentile Speed will be the basis for how the posted speed limit is determined.

(c) The standard maximum and minimum speed limits for motor vehicles for each authority roadway shall be published on the authority website.

(d) Maximum speeds within construction, transitional or reduced speed zones or during any period of adverse atmospheric or weather conditions shall be in accordance with signs displayed for such zones. All regulatory and zoning signs displayed on authority operated toll roads shall be obeyed.

(e) Regulatory signs for toll plaza speed zones shall be placed in advance of, at the beginning, and at the end of the defined speed zone. All regulatory signs displayed at the toll plaza shall be obeyed.

(f) Motor vehicles shall not be driven in excess of the mechanical limits of vehicles or tires. If traffic, weather, pavement or other conditions render the maximum allowable speed hazardous, the speed of motor vehicles shall be reduced consistent with such conditions.

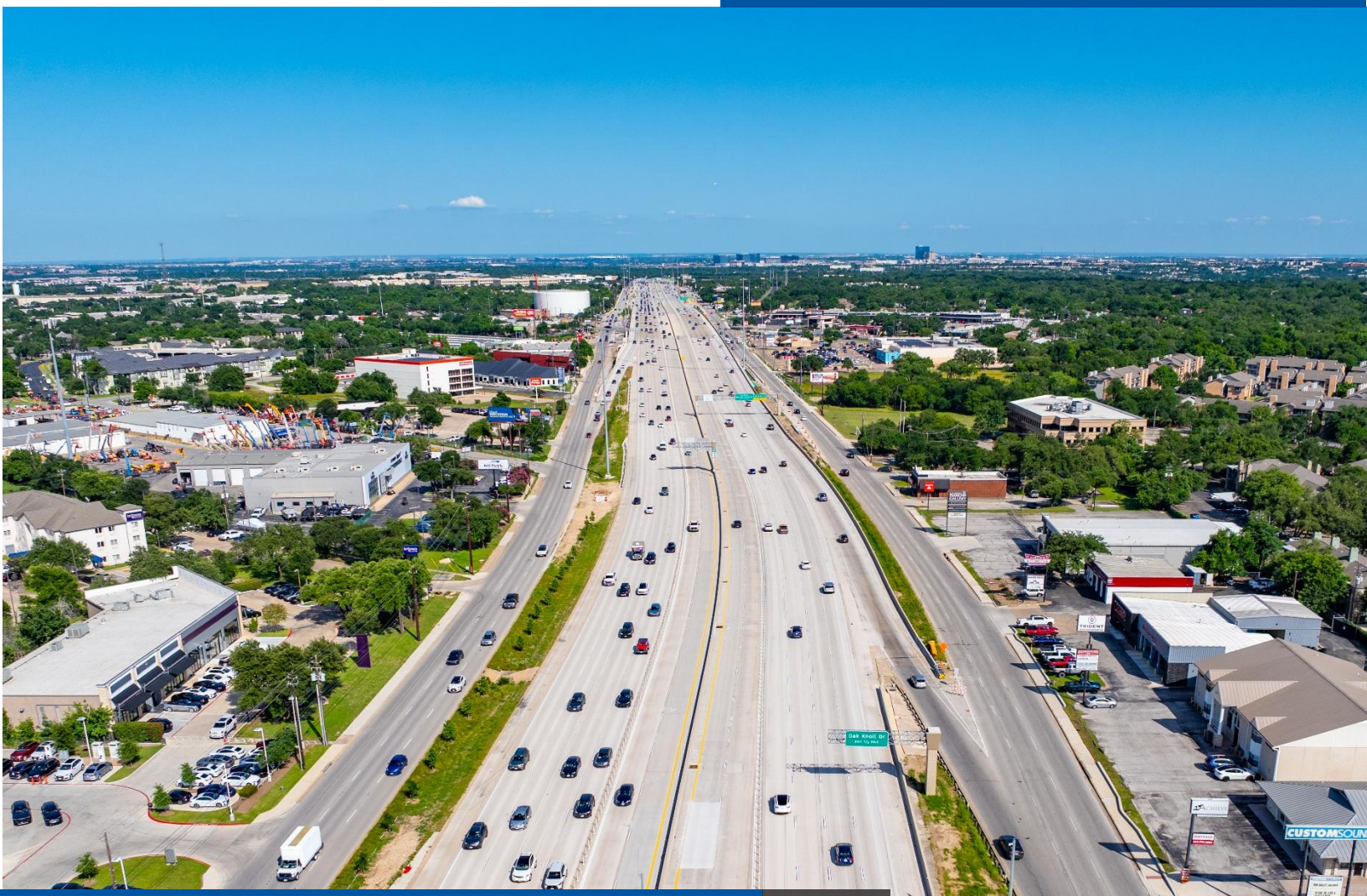
301.015 Parking

(a) Parking or stopping of vehicles on any traffic lane, deceleration lane, acceleration lane, or on any bridge is prohibited. Parking or stopping of vehicles is permitted only on the shoulders to the right of the traffic lane. All wheels and projecting parts of the vehicle or load shall be completely clear of the traffic lane.

(b) During the period beginning 30 minutes after sunset and ending 30 minutes before sunrise or at any other time when insufficient light or unfavorable atmospheric or weather conditions require,

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

I83 EXPRESS LANES



EXPRESS 183 TOLL

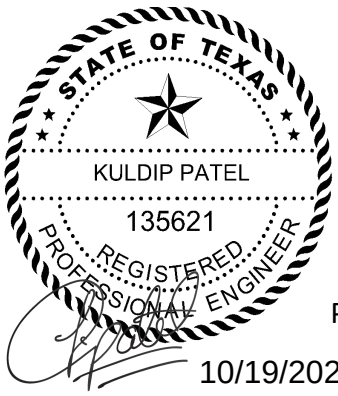
SPEED ZONE STUDY

2026

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

183 Express Lanes Speed Zone Study

Central Texas Regional Mobility Authority



October 19, 2026

Prepared by: Kuldip Patel, P.E.

EXECUTIVE SUMMARY

The Central Texas Regional Mobility Authority (CTRMA) operates the 183 Express Lanes, a 9-mile tolled managed-lane facility along the US 183 corridor between SH 45 North and MoPac Expressway. The facility consists of two express lanes in each direction and provides motorists with a reliable alternative to the adjacent general-purpose lanes.

The existing posted speed limit on US 183 and 183 Express Lanes is 65 MPH. This speed study is being conducted following the recent opening of the 183 Express Lanes within the US 183 corridor. To establish regulatory speed zones, CTRMA follows the 85th percentile method described in TxDOT's Procedures for Establishing Speed Zones Manual (2015). The 85th percentile speed represents the speed at or below 85 percent of vehicles travel. The need for a minimum speed limit was also evaluated using the 15th percentile speed, which represents the speed at or below 15 percent of vehicles travel. TxDOT guidance indicates that a posted maximum speed limit should be within 5 MPH of the 85th percentile speed and that a posted minimum speed limit should be within 5 MPH of the 15th percentile speed.

The following table summarizes the 85th and 15th percentile speeds for the 183 Express Lanes.

85th and 15th Percentile Speed – 183 Express Lanes

NB Direction			SB Direction		
Location	**85th Percentile Speed (MPH)**	**15th Percentile Speed (MPH)**	**Location**	**85th Percentile Speed (MPH)**	**15th Percentile Speed (MPH)**
0.44 miles South of 360	74	60	0.16 miles North of Lake Creek Pkwy	76	54
0.29 miles South of McNeil Dr	70	57	0.29 miles South of McNeil Dr	69	56
0.16 miles North of Lake Creek Pkwy	75	59	0.44 miles South of 360	75	55
Average	**73**	**59**	**Average**	**73**	**55**

Crash data from 2021 through 2025 were also analyzed to evaluate crash patterns in relation to operating speeds. Because the 183 Express Lanes were not operating during the study period, the crash analysis was based on crashes occurring on the US 183 general-purpose lanes. Corridor crash rates were calculated and compared with the statewide average for U.S. highways. The overall corridor crash rate was below the statewide average, indicating that operating speeds do not appear to present a corridor-wide safety concern.

Recommended speed limits for the 183 Express Lanes:

- Regulatory maximum speed limit: 75 MPH
- Regulatory minimum speed limit: 60 MPH

The general-purpose lane analysis indicates that operating speeds are consistent with the existing posted speed limit of 65 MPH. The average 85th percentile speed was 68 MPH northbound and 70 MPH southbound, supporting retention of the existing speed limit.

Recommended speed limit for the general-purpose lanes:

- Maintain the existing 65 MPH regulatory speed limit.

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1 Introduction

1.1 Report Purpose & Overview

The Central Texas Regional Mobility Authority (CTRMA) operates the 183 Express Lanes. CTRMA may establish speed limits determined from the results of engineering and traffic investigation that are safe and reasonable up to 75 MPH under Section 545.354 of the Texas Transportation Code. The purpose of this report is to present the results of the 2026 speed zone study for the 183 Express Lanes.

1.2 Route Description

The corridor is a 9-mile highway located in northwest Austin between SH 45 North and MoPac Expressway. The corridor consists of four non-tolled general-purpose lanes and two express lanes in each direction. The express lanes provide a managed lane option with limited access points and direct connections to the MoPac Express Lanes. The 183 Express Lanes opened to traffic in phases, starting in January 2026, as part of the 183 North Mobility Project. The corridor also includes grade-separated interchanges, frontage roads, and access points serving adjacent land uses. Figure 1 illustrates the location of the corridor.

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Figure 1. 183 Location Map



2 Existing Conditions

2.1 Typical Sections

The typical cross section of the corridor consists of four non-tolled general-purpose lanes and two express lanes in each direction. The project also includes direct connections between the 183 Express Lanes and the MoPac Express Lanes, allowing continuous express lane connections.

The express lanes are separated from the general-purpose lanes by traffic delineators. Access to and from the express lanes is provided only at designated entry and exit locations.

2.2 Existing Speed Limits

The existing posted speed limits along the corridor are summarized in Table 1.

Table 1. Existing Speed Limits

Highway	Regulatory Speed Limit
183 Express Lane	65 MPH
US 183 General-Purpose Lane	65 MPH

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3 Speed Zone Study Process

This study was conducted to evaluate the appropriateness of the existing speed regulations on the US 183 general-purpose and 183 express lanes and to assess the potential establishment of a minimum speed limit for the express lanes. The data collection, analysis, and documentation procedures generally follow the recommendations presented in TxDOT's Procedure for Establishing Speed Zones[1].

Section 545.354[2] of the Texas Transportation Code grants Regional Mobility Authorities the authority to establish speed limits on toll facilities under their jurisdiction based on the results of an engineering and traffic investigation. The statute states:

"If an authority determines from the results of an engineering and traffic investigation that a prima facie speed limit described in this subchapter is unreasonable or unsafe on a part of a turnpike constructed and maintained by the authority, the authority by order recorded in its minutes shall determine and declare a reasonable and safe prima facie speed limit for vehicles or classes of vehicles on the turnpike."

In addition, Section 545.363[3] of the Texas Transportation Code authorizes the establishment of minimum speed limits when slow-moving vehicles adversely affect traffic operations. The statute states:

"When the Texas Transportation Commission, the Texas Turnpike Authority, the commissioners court of a county, or the governing body of a municipality, within the jurisdiction of each, as applicable, as specified in Sections 545.353 to 545.357, determines from the results of an engineering and traffic investigation that slow speeds on a part of a highway consistently impede the normal and reasonable movement of traffic, the commission, authority, county commissioners court, or governing body may determine and declare a minimum speed limit on the highway."

Consistent with these statutory provisions, this study evaluated operating speed characteristics and traffic conditions on the 183 Express Lanes to determine the appropriateness of the posted maximum speed limit and to assess whether a minimum speed limit should be established to support safe and efficient movement of traffic.

[1] Procedures for Establishing Speed Zones, TxDOT, 2015.
[2] Texas Transportation Code, Section 545.354, 89th 2nd Called Legislative Session, 2025.
[3] Texas Transportation Code, Section 545.363, 89th 2nd Called Legislative Session, 2025.

3.1 Traffic Data Collection

Speed data were collected in accordance with the procedures outlined in TxDOT's Procedure for Establishing Speed Zones[1]. The recommended practice for conducting a spot speed study involves collecting speed observations during typical weekday off-peak conditions to capture representative operating speeds. Radar-based speed measurement technology was used to record individual vehicle speeds. According to Speed Zone manual, radar speed measurements are generally accurate within approximately ±2 MPH of actual vehicle speeds.

The analysis focused on free-flow vehicles, defined as vehicles whose speeds are not influenced by adjacent traffic or by a preceding vehicle. By evaluating free-flow conditions, the collected data more accurately reflect driver-selected operating speeds and prevailing traffic conditions.

3.2 Statistical Analysis

The speed data analysis included the development of speed frequency distributions and the calculation of statistical measures commonly used in speed limit evaluations. These measures include the 85th percentile speed, 15th percentile speed, and 10-mile-per-hour pace.

The 85th percentile speed represents the speed at or below which 85 percent of observed vehicles travel and is commonly used in the evaluation of maximum speed limits. The 15th percentile speed represents the speed at or below which 15 percent of observed vehicles travel and is commonly considered when evaluating minimum speed limits. The 10-mile-per-hour pace identifies the 10-mile-per-hour speed range containing the greatest percentage of observed vehicles and provides an indication of the uniformity of traffic operations.

3.3 Crash Analysis

Crash history was evaluated as part of the speed limit evaluation process. Crash data was analyzed to assess safety performance and identify locations experiencing elevated crashes. The analysis included the development of crash rates and comparisons with applicable statewide averages to provide context for evaluating corridor safety performance.

Crash history was evaluated in combination with operating speed characteristics and roadway conditions to support the development of speed limit recommendations.

3.4 Speed Limit Evaluation Strip Map

A speed limit evaluation strip map was developed to summarize roadway characteristics and analysis results relevant to the speed limit review. The strip map combines graphical and tabular

[1] Procedures for Establishing Speed Zones, TxDOT, 2015.

information to facilitate the evaluation of operating speeds, roadway features, speed limit continuity, and safety performance.

The strip map summarizes key factors that influence speed selection, including roadway geometry, interchange spacing, operating speed characteristics, speed limit transitions, and crash history. The strip map also provides a corridor-wide perspective for evaluating consistency in speed limit recommendations.

3.5 Speed Limit Evaluation Process and Speed Recommendation

The speed limit evaluation process incorporated the results of the speed study, statistical analysis, crash analysis, and corridor review. The evaluation considered operating speed characteristics, roadway geometry, traffic operations, safety performance, and applicable guidance contained in TxDOT's Procedure for Establishing Speed Zones.

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4 Speed Zone Study Results

4.1 Data Collection

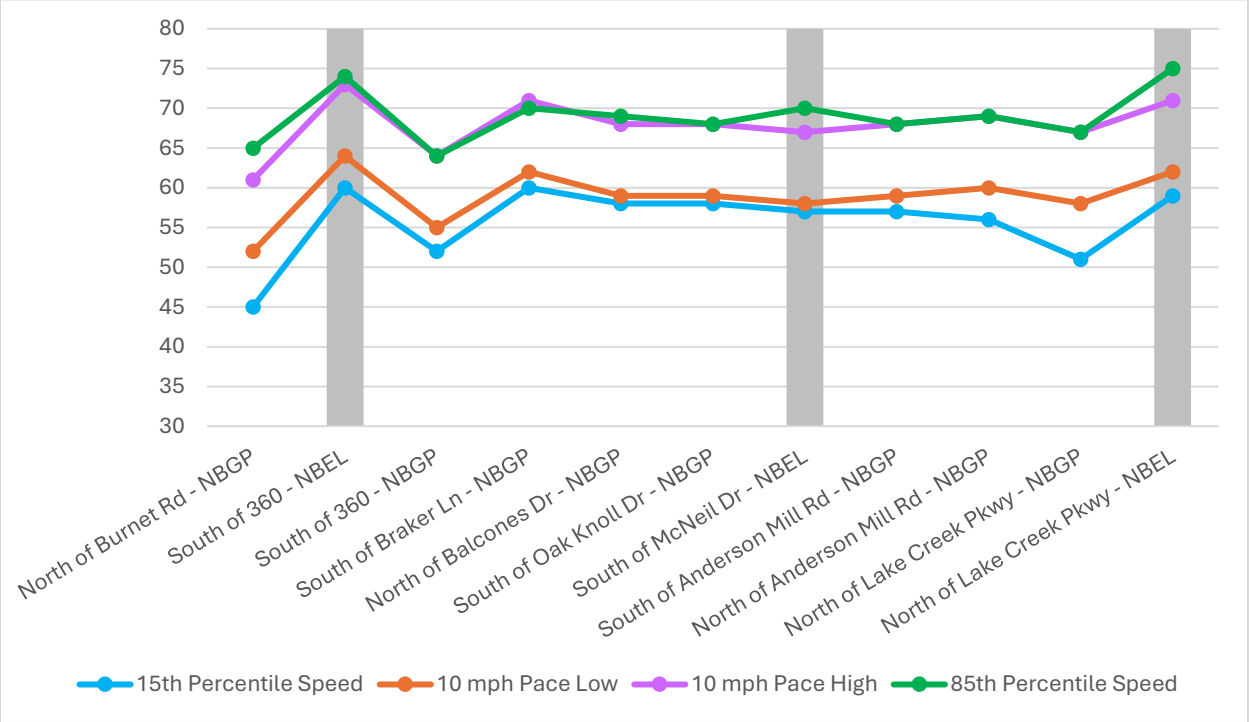
Speed studies were conducted at 22 directional locations, including 16 locations on the general-purpose lanes and six locations on the express lanes. Express lane speed measurements were collected in both directions at locations south of Loop 360, south of McNeil Drive, and north of Lake Creek Parkway. General-purpose lane speed measurements were collected at representative locations throughout the corridor, including segments near Burnet Road, Loop 360, Braker Lane, Balcones Drive, Oak Knoll Drive, Anderson Mill Road, and Lake Creek Parkway. APPENDIX A shows the location of the speed measurement points along the corridor.

At each location, 125 free-flow passenger cars speed observations were collected to develop speed statistics. Data collection was conducted on Wednesday, September 9, 2026, between approximately 2:00 PM and 4:00 PM during the afternoon off-peak period. Weather conditions were clear, and the pavement surface was dry throughout the data collection period. Vehicle speeds were measured using Houston Radar's Armadillo Tracker device on the general-purpose lanes and Miovision's Scout Plus device on the express lanes. A total of 2,750 vehicle speed observations were obtained across all study locations for use in evaluating operating speeds along the corridor. The field-measured vehicle speed observations collected at each study location are provided in APPENDIX B.

4.2 Operating Speed Analysis

Figure 2 summarizes the 85th percentile speed, 15th percentile speed, and 10-MPH pace for the northbound general-purpose and express lane study locations. Figure 3 presents the corresponding speed statistics for the southbound study locations. In both figures, gray shading identifies segments representing express lane, while the unshaded background identifies general-purpose lane.

Figure 2. Northbound Corridor Speed Statistics by Location

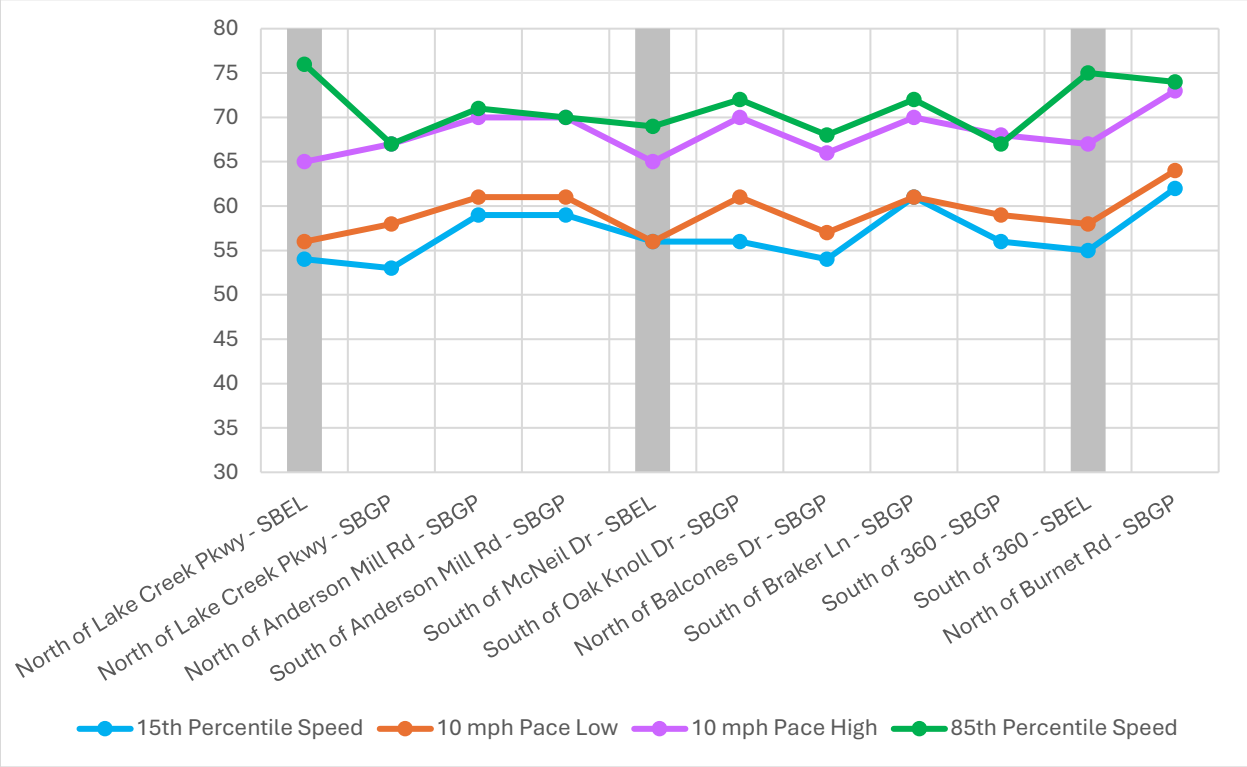


Analysis of the northbound speed statistics presented in Figure 2 indicates the following trends:

- Express lane speed statistics are generally higher than those observed on adjacent general-purpose lane segments. The 85th percentile speed ranges from approximately 70 to 75 MPH, while the 15th percentile speed ranges from approximately 57 to 60 MPH. The highest operating speeds are observed at the express lane segment north of Lake Creek Parkway, where the 85th percentile speed reaches approximately 75 MPH.
- General-purpose lane speed statistics are relatively consistent throughout the corridor. The 85th percentile speed ranges from approximately 64 to 70 MPH, while the 15th percentile speed ranges from approximately 45 to 60 MPH. The lowest speeds occur at the segment north of Burnet Road, where the 85th percentile speed is approximately 65 MPH, and the 15th percentile speed is approximately 45 MPH.
- The difference between the 85th and 15th percentile speeds is generally smaller on the express lane segments than on the general-purpose lane segments, indicating more uniform operating speeds among express lane users.
- The upper limit of the 10-MPH pace generally tracks closely with the 85th percentile speed throughout the corridor. The lower limit of the 10-MPH pace is consistently higher than the 15th percentile speed, indicating that the largest proportion of drivers travel

within a relatively narrow speed range while a smaller portion of drivers operate at lower speeds.

Figure 3. Southbound Corridor Speed Statistics by Location



Analysis of the southbound speed statistics presented in Figure 3 indicates the following trends:

- Express lane speed statistics are generally comparable to or slightly higher than those observed on adjacent general-purpose lane segments. The 85th percentile speed ranges from approximately 69 to 76 MPH, while the 15th percentile speed ranges from approximately 54 to 56 MPH. The highest operating speeds occur at the express lane segments north of Lake Creek Parkway and south of RM 360.
- Southbound general-purpose lane speed statistics are relatively consistent throughout the corridor. The 85th percentile speed generally ranges from approximately 67 to 74 MPH, while the 15th percentile speed ranges from approximately 53 to 62 MPH. The highest general-purpose lane speeds are observed near Burnet Road and along the Anderson Mill Road segments.
- Speed variation is generally lower on the express lane segments than on nearby general-purpose lane segments, suggesting more uniform traffic operations and fewer interactions with merging and diverging traffic.

- The upper limit of the 10-MPH pace closely follows the 85th percentile speed throughout the corridor. The lower limit of the 10-MPH pace is generally greater than the 15th percentile speed, indicating that most drivers travel within a relatively narrow speed range while a smaller portion of drivers operate at lower speeds.

Speed violation rates were evaluated for each study location based on the proportion of vehicles exceeding selected speed thresholds. The analysis summarizes both the number and percentage of vehicles traveling faster than 60, 65, 70, 75, and 80 MPH. Table 2 presents the results for northbound express and general-purpose lane locations, and Table 3 presents the corresponding southbound results. Embedded bar charts are provided to aid in visualizing and comparing speed violation rates across the corridor.

Table 2. Northbound Express and General-Purpose Lane Free-Flow Speed Characteristics

Express Lanes										
Measure Location	Count					% Out of Total (Total = 125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
South of 360 - NBEL	109	88	43	17	2	87.2%	70.4%	34.4%	13.6%	1.6%
South of McNeil Dr - NBEL	86	51	20	3	0	68.8%	40.8%	16.0%	2.4%	0.0%
North of Lake Creek Pkwy - NBEL	105	74	53	19	4	84.0%	59.2%	42.4%	15.2%	3.2%
General-Purpose Lanes										
Measure Location	Count					% Out of Total (Total = 125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
North of Burnet Rd - NBGP	38	22	5	0	0	30.4%	17.6%	4.0%	0.0%	0.0%
South of 360 - NBGP	52	12	4	1	0	41.6%	9.6%	3.2%	0.8%	0.0%
South of Braker Ln - NBGP	107	71	20	2	0	85.6%	56.8%	16.0%	1.6%	0.0%
North of Balcones Dr - NBGP	98	56	16	3	0	78.4%	44.8%	12.8%	2.4%	0.0%
South of Oak Knoll Dr - NBGP	101	51	14	1	0	80.8%	40.8%	11.2%	0.8%	0.0%
South of Anderson Mill Rd - NBGP	91	44	10	0	0	72.8%	35.2%	8.0%	0.0%	0.0%
North of Anderson Mill Rd - NBGP	88	46	15	0	0	70.4%	36.8%	12.0%	0.0%	0.0%
North of Lake Creek Pkwy - NBGP	65	35	10	2	0	52.0%	28.0%	8.0%	1.6%	0.0%

Analysis of the northbound speed threshold statistics presented in Table 2 indicates the following trends:

- Express lane locations exhibit the highest proportion of vehicles exceeding the evaluated speed thresholds. The percentage of vehicles traveling at or above 70 MPH ranges from 16.0 to 42.4 percent across the northbound express lane locations. The highest proportion occurs at the location north of Lake Creek Parkway, where 42.4 percent of vehicles exceed 70 MPH. The percentage of vehicles exceeding 75 MPH ranges from 2.4 to 15.2 percent, while vehicles exceeding 80 MPH are observed only at the locations

south of RM 360 and north of Lake Creek Parkway, accounting for 1.6 and 3.2 percent of recorded vehicles, respectively.

- General-purpose lane locations generally exhibit lower speed threshold exceedance rates than the express lane locations. The percentage of vehicles traveling at or above 70 MPH ranges from 3.2 to 16.0 percent, with the highest percentage occurring south of Braker Lane. Vehicles traveling at or above 75 MPH account for no more than 2.4 percent of observed traffic, and no vehicles exceeding 80 MPH were recorded at any northbound general-purpose lane location.

Table 3. Southbound Express and General-Purpose Lane Free-Flow Speed Characteristics

Express Lanes										
Measure Location	Count					% Out of Total (Total = 125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
North of Lake Creek Pkwy - SBEL	74	57	43	24	9	59.2%	45.6%	34.4%	19.2%	7.2%
South of McNeil Dr - SBEL	85	44	13	4	0	68.0%	35.2%	10.4%	3.2%	0.0%
South of 360 - SBEL	82	62	37	20	7	65.6%	49.6%	29.6%	16.0%	5.6%
General-Purpose Lanes										
Measure Location	Count					% Out of Total (Total = 125)				
	>=60	>=65	>=70	>=75	>=80	>=60	>=65	>=70	>=75	>=80
North of Lake Creek Pkwy - SBGP	75	31	6	1	0	60.0%	24.8%	4.8%	0.8%	0.0%
North of Anderson Mill Rd - SBGP	100	69	27	5	0	80.0%	55.2%	21.6%	4.0%	0.0%
South of Anderson Mill Rd - SBGP	101	72	19	2	0	80.8%	57.6%	15.2%	1.6%	0.0%
South of Oak Knoll Dr - SBGP	96	69	32	7	0	76.8%	55.2%	25.6%	5.6%	0.0%
North of Balcones Dr - SBGP	75	36	8	0	0	60.0%	28.8%	6.4%	0.0%	0.0%
South of Braker Ln - SBGP	112	76	32	3	0	89.6%	60.8%	25.6%	2.4%	0.0%
South of 360 - SBGP	89	37	10	2	0	71.2%	29.6%	8.0%	1.6%	0.0%
North of Burnet Rd - SBGP	112	88	49	17	2	89.6%	70.4%	39.2%	13.6%	1.6%

Analysis of the southbound speed threshold statistics presented in Table 3 indicates the following trends:

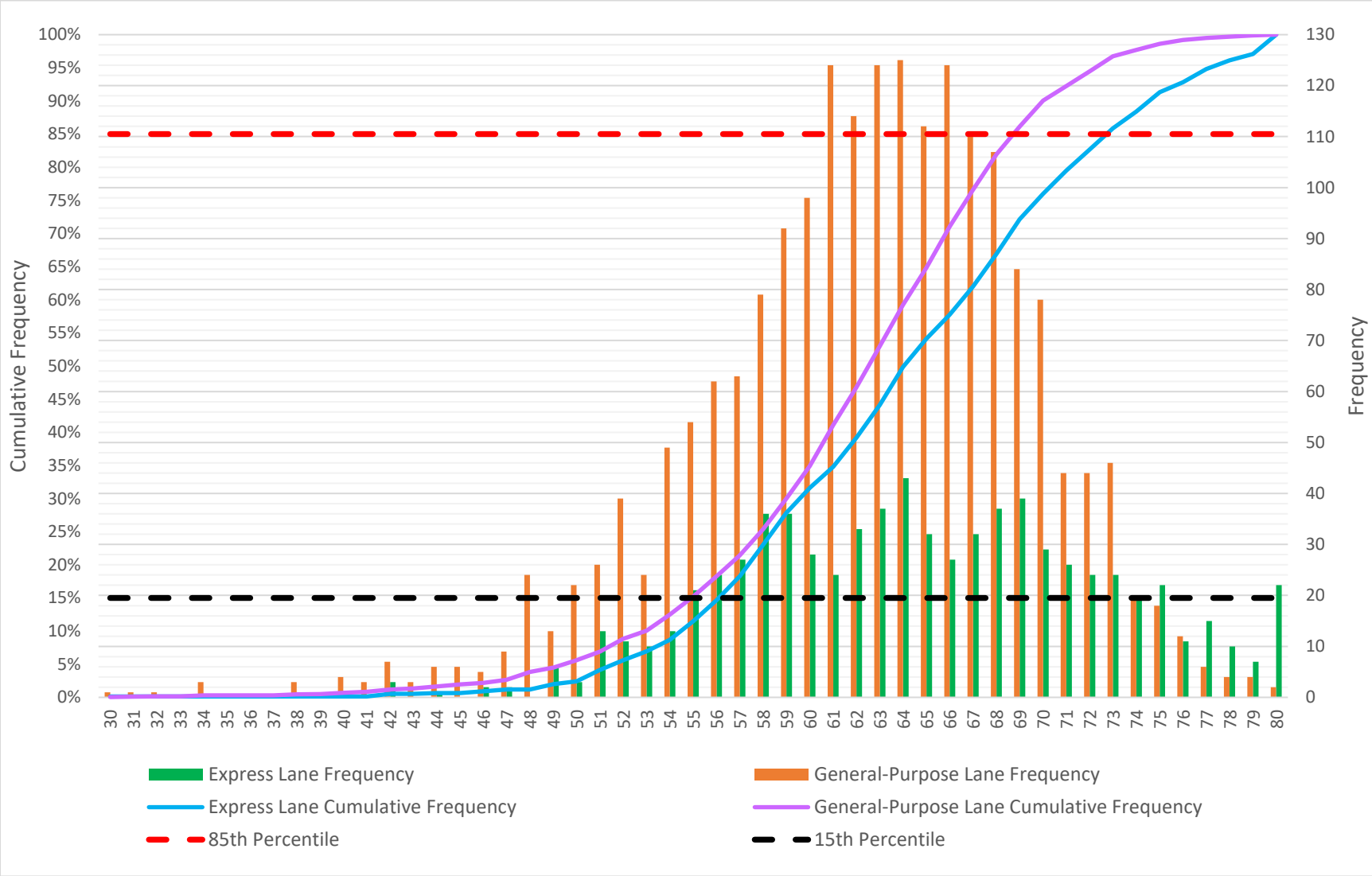
- Express lane locations exhibit the highest speed threshold exceedance rates along the corridor. The percentage of vehicles traveling at or above 70 MPH ranges from 10.4 to 34.4 percent across the southbound express lane locations. The highest proportion occurs at the location north of Lake Creek Parkway, where 34.4 percent of vehicles exceed 70 MPH. The percentage of vehicles traveling at or above 75 MPH ranges from 3.2 to 19.2 percent. In addition, vehicles exceeding 80 MPH were observed at the locations north of Lake Creek Parkway and south of RM 360, accounting for 7.2 and 5.6 percent of recorded vehicles, respectively.
- General-purpose lane locations generally exhibit lower speed threshold exceedance rates than the express lane locations. The percentage of vehicles traveling at or above 70

MPH ranges from 4.8 to 39.2 percent, with the highest percentage occurring north of Burnet Road. Vehicles traveling at or above 75 MPH account for up to 13.6 percent of observed traffic, and only the location north of Burnet Rd recorded vehicles exceeding 80 MPH, representing 1.6 percent of the sampled traffic.

Figure 4 shows the overall speed frequency distributions for the express lanes and general-purpose lanes based on the speed data collected along the corridor. The figure combines data from 6 express lane locations and 16 general-purpose lane locations and presents both the frequency and cumulative frequency distributions.

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Figure 4. Corridor Express and General-purpose Lane Speed Frequency Distribution



The express lane speed frequency distribution indicates that most vehicles travel between approximately 60 MPH and 75 MPH, with the highest concentrations occurring in the mid-60 MPH range. The cumulative frequency distribution indicates a 15th percentile speed of approximately 56 MPH and an 85th percentile speed of approximately 73 MPH. The distribution also shows a notable number of vehicles traveling at speeds greater than 70 MPH, reflecting the higher operating speeds observed throughout the express lane study locations. The general-purpose lane speed frequency distribution is centered in the low- to mid-60 MPH range, with the highest frequencies occurring between approximately 60 and 68 MPH. Based on the cumulative frequency distribution, the 15th percentile speed is approximately 55 MPH and the 85th percentile speed is approximately 68 MPH.

4.3 Evaluation of Express Lane Speed Data

TxDOT's Procedures for Establishing Speed Zones[1] indicate that a posted speed limit is generally considered reasonable when it falls within 5 MPH of the 85th percentile speed, unless roadway characteristics, crash history, or other engineering considerations support a different value. In addition, when evaluating operating speeds along a corridor, locations with 85th percentile speeds that differ by more than ±7 MPH from the corridor average may be considered potential outliers and warrant further evaluation. However, none of the study locations exceeded the ±7 MPH threshold.

Figure 5 presents the northbound express lane speed limit evaluation results. The average 85th percentile speed across the three northbound express lane locations is approximately 73 MPH. All northbound locations fall within the ±7 MPH evaluation range, indicating that no outlier locations were identified. Based on the average adjusted 85th percentile speed, the data support consideration of a posted speed limit of 75 MPH.

[1] Procedures for Establishing Speed Zones, TxDOT, 2015.

Figure 5. Northbound 183 Express Lane Speed Limit Statistics by Location

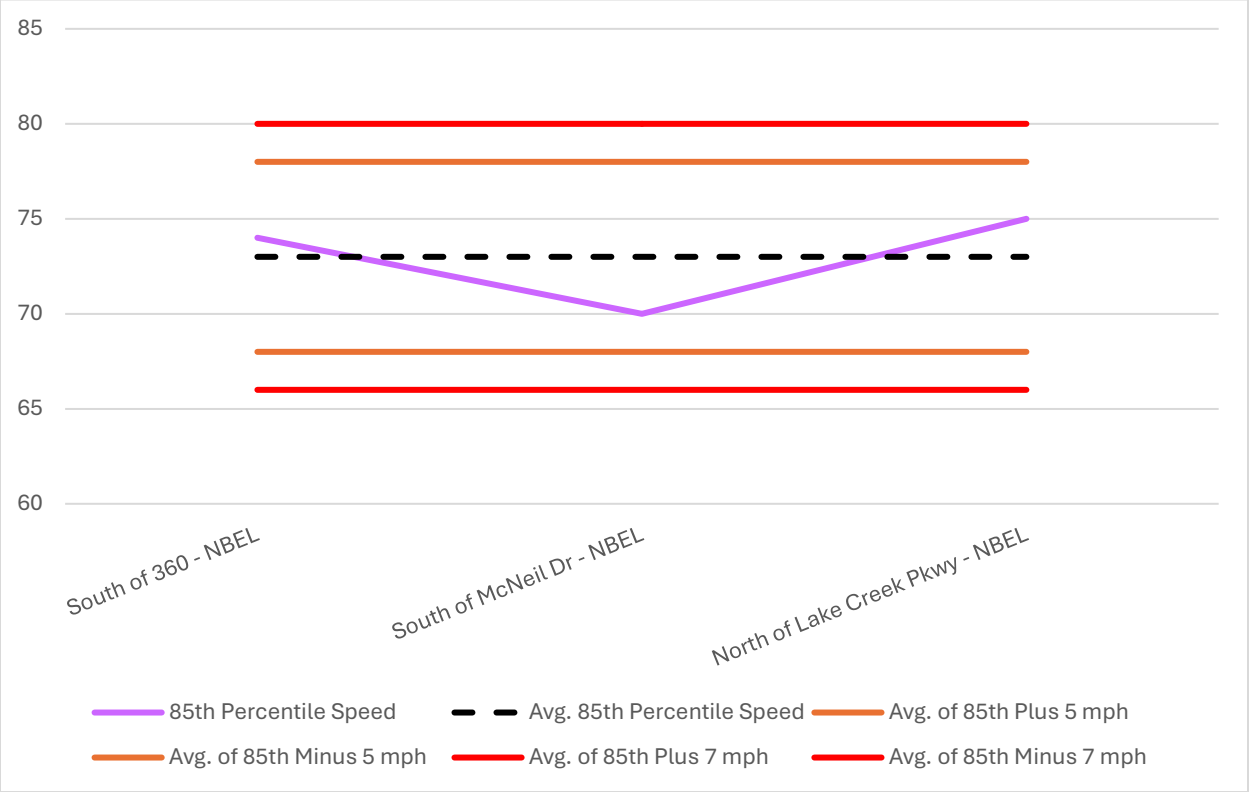
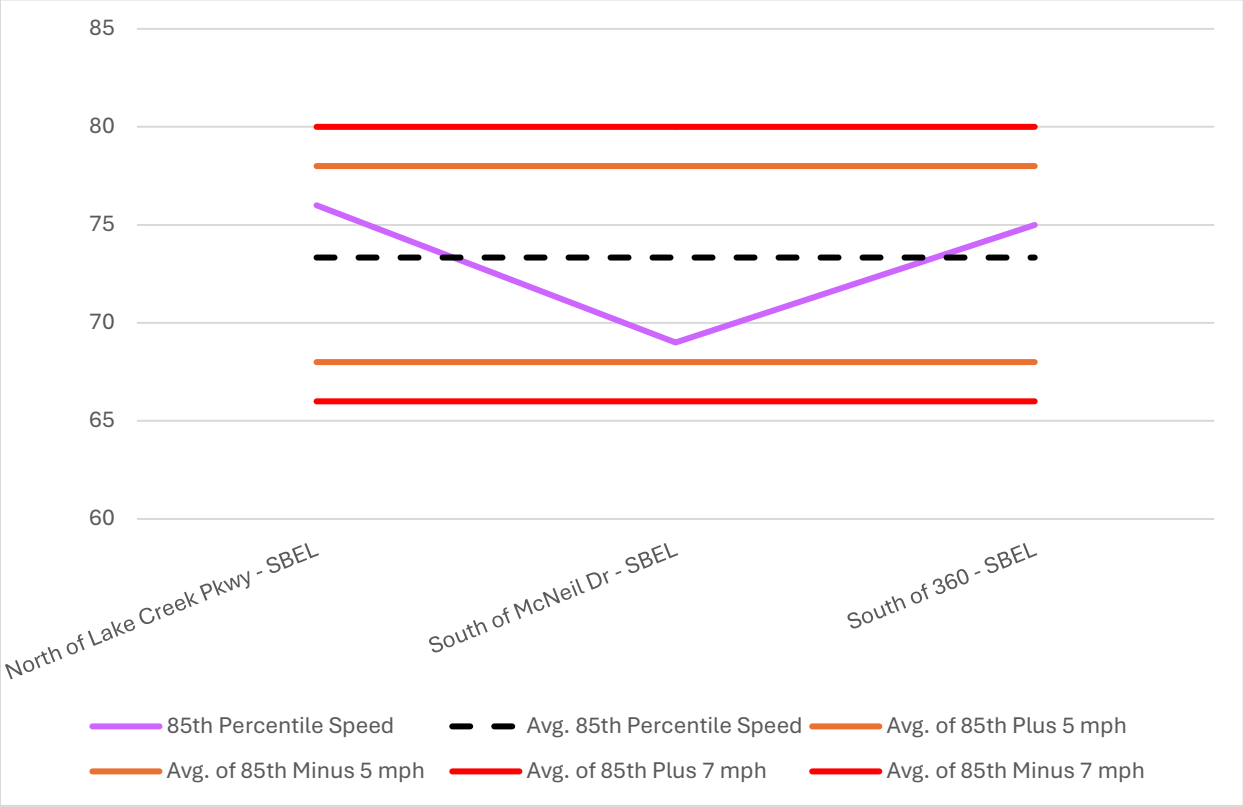


Figure 6 presents the southbound express lane speed limit evaluation results. The average 85th percentile speed across the three southbound express lane study locations is approximately 73 MPH. All southbound study locations fall within the ±7 MPH evaluation range, indicating that no outlier locations were identified. Based on the average adjusted 85th percentile speed, the data support consideration of a posted speed limit of 75 MPH.

Figure 6. Southbound 183 Express Lane Speed Limit Statistics by Location



The guidelines presented in TxDOT's Procedures for Establishing Speed Zones[1] indicate that the need for a minimum speed limit should be determined through engineering and traffic investigation. The guidelines further recommend that a posted minimum speed limit be within 5 MPH of the 15th percentile speed. Figure 2 shows that northbound express lane 15th percentile speeds range from approximately 57 to 60 MPH, with an average value of approximately 59 MPH. Similarly, Figure 3 shows that southbound express lane 15th percentile speeds range from approximately 54 to 56 MPH, with an average value of approximately 55 MPH. The observed 15th percentile speeds are relatively consistent among the express lane study locations in both directions, indicating uniform operating conditions along the corridor. Based on the observed 15th percentile speeds and the TxDOT guidance that a minimum speed limit should be within 5 MPH of the 15th percentile speed, the speed data support consideration of a minimum speed limit of 60 MPH for the 183 Express Lanes.

[1] Procedures for Establishing Speed Zones, TxDOT, 2015.

4.4 Crash Data Analysis

Roadways with an average crash rate (crashes per 100 million vehicle miles traveled) higher than the statewide average for the same facility type may affect whether the posted speed limit should be based on the measured 85th percentile speed. Crash data for US 183 were obtained from the TxDOT Crash Records Information System (CRIS) from 2021 through 2025. Because the 183 Express Lanes opened to traffic in January 2026, express-lane crash history was not available for the 2021–2025 analysis period. Therefore, crashes occurring within the corridor and associated entrance and exit ramps were evaluated to provide historical safety context for the corridor. Construction activities associated with the 183 Express Lanes Project were ongoing during portions of the analysis period, and some crashes may have been associated with construction-related conditions. These data were considered as part of the overall engineering evaluation but were not used as a direct measure of safety performance on the express lanes.

The crashes were filtered to only include crashes that occurred on mainlanes and entrance/exit ramps. Speed-related crashes were defined as crashes with a contributing factor of "Failed to Control Speed," "Unsafe Speed," or "Speeding." Table 4 presents the annual frequency of speed-related crashes from 2021 through 2025.

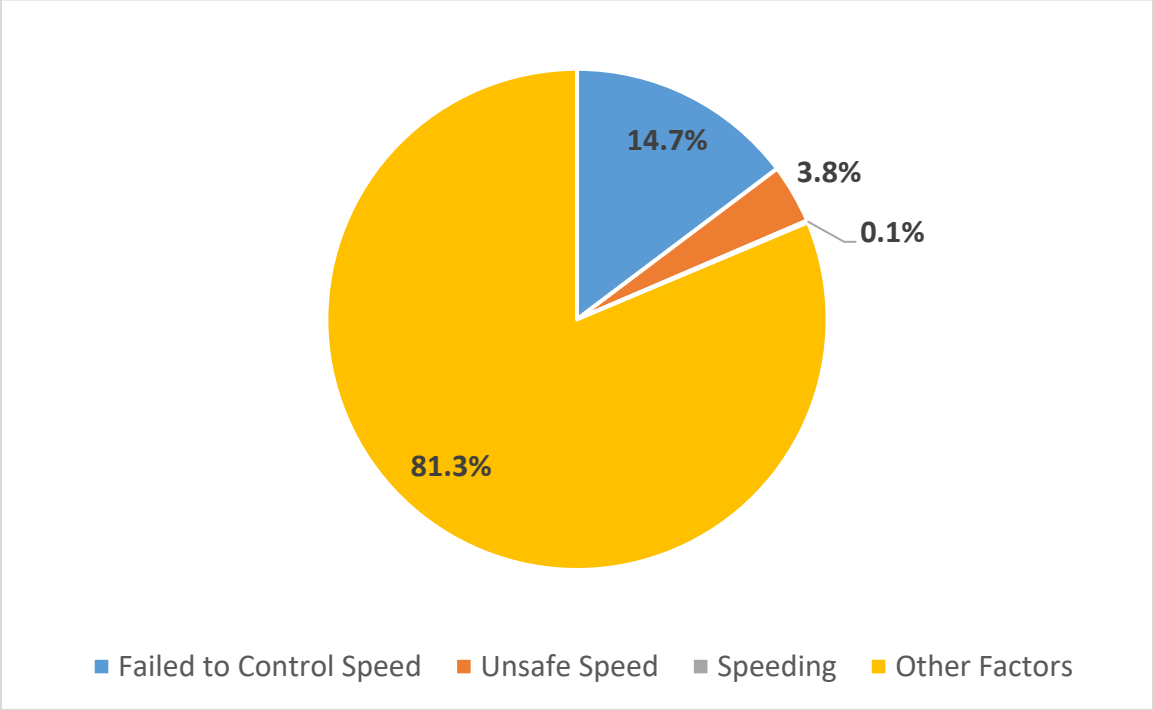
Table 4. Total Annual Speed-Related Crashes

Year	Speed-Related Crashes
2021	51
2022	68
2023	66
2024	58
2025	65
Total	**308**

Source: TxDOT CRIS

Figure 7 summarizes crashes on the corridor by speed-related contributing factors and other contributing factors during the 2021 to 2025 study period.

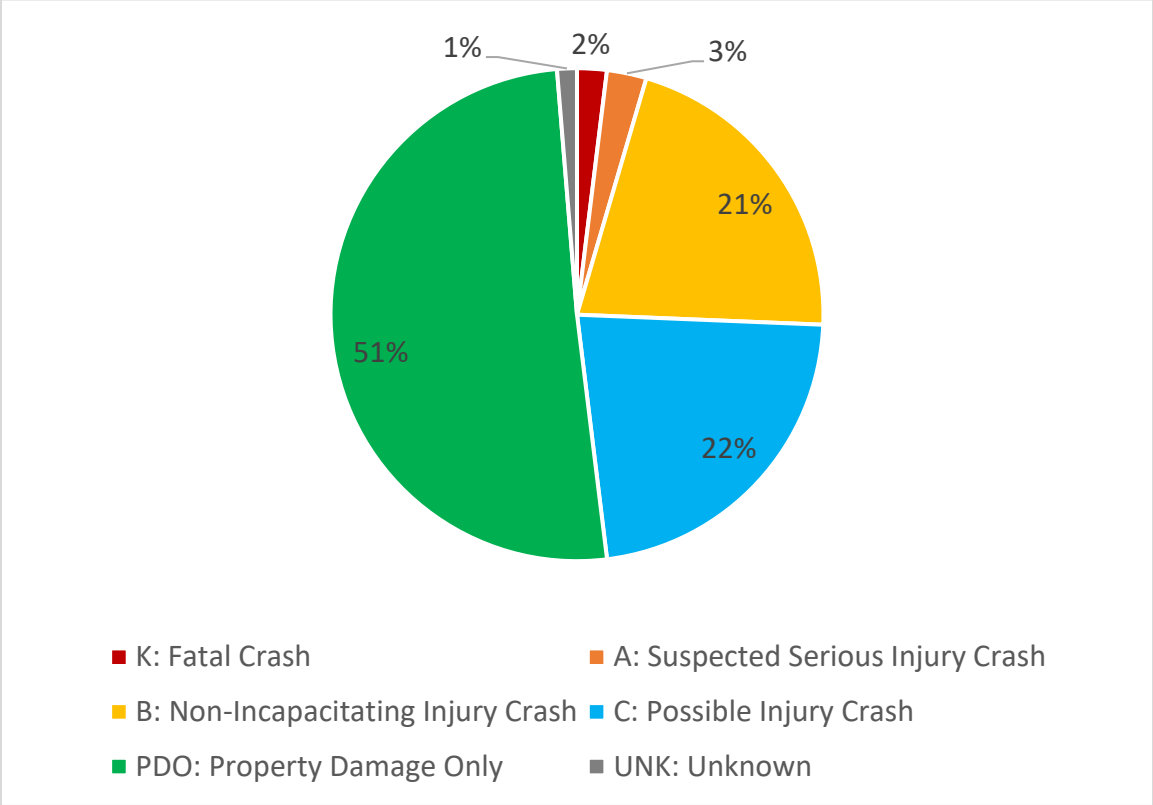
Figure 7. Crashes due to Speed-Related vs Other Factors



It is evident from Figure 7 that the majority of reported crashes were not speed-related crashes, with crashes attributed to other contributing factors accounting for 81.3 percent of the total crashes. Among the speed-related crashes, the largest proportion involved "Failed to Control Speed" as a contributing factor (14.7 percent), followed by "Unsafe Speed" (3.8 percent). Crashes involving "Speeding" as a contributing factor represented only 0.1 percent of the total crashes. Collectively, these three contributing factors accounted for approximately 18.7 percent of the reported crashes. Overall, speed-related crashes accounted for a relatively small share of crashes along the corridor during the study period.

Figure 8 summarizes the distribution of speed-related crashes on the corridor by crash severity during the 2021 to 2025 study period.

Figure 8. Crash Severity Distribution of Speed-Related Crashes



The results show that 51% of crashes involved property damage only (PDO). Suspected serious injury crashes accounted for 3%, and 21% resulted in non-incapacitating injuries. Fatal crashes represented 2% of the total. Additionally, 22% of crashes involved possible injuries, and 1% had unknown injury severity.

To evaluate safety performance along the corridor, segment crash rates were developed and compared with the 2025 statewide crash rate for U.S. highways obtained from TxDOT. Crash rates are reported as crashes per 100 million vehicle miles traveled (100 MVMT) and were calculated using the following equation:

$$\text{Crash Rate (per 100 million vehicle miles)} = \frac{\text{Number of crashes per year} \times 100{,}000{,}000}{\text{AADT} \times 365 \times \text{L}}$$

Where:
AADT = Annual average daily traffic
L = Length of the highway segment in miles

Table 5 summarizes the calculated crash rates and compares them with the 2025 statewide average crash rate for U.S. highways of 174.6 crashes per 100 MVMT.

Table 5. Crash Rate (Crashes per 100 Million Vehicle Miles Traveled)

Segments	Corridor Crash Rate	Statewide Crash Rate (U.S. Highways)	Ratio
Lakeline Mall Dr to SH 45	203.16	174.60	1.16
SH 45 to Pecan Park Blvd	132.22	174.60	0.76
Pecan Park Blvd to Lake Creek Pkwy	197.01	174.60	1.13
Lake Creek Pkwy to Anderson Mill Rd	75.88	174.60	0.43
Anderson Mill Rd to McNeil Dr	43.17	174.60	0.25
McNeil Dr to Oak Knoll Dr	81.01	174.60	0.46
Oak Knoll Dr to Duval Rd	69.82	174.60	0.40
Duval Rd to Balcones Woods Dr	47.24	174.60	0.27
Balcones Woods Dr to W Braker Ln	82.93	174.60	0.47
W Braker Ln to Great Hills Trl	96.95	174.60	0.56
Great Hills Trl to Loop 360	92.38	174.60	0.53
Loop 360 to MoPac Expy	107.53	174.60	0.62
MoPac Expy to Burnet Rd	99.19	174.60	0.57
Overall	**82.34**	**174.60**	**0.47**

Source: TxDOT CRIS, TxDOT Traffic Safety Division

The ratio shown in Table 5 was calculated by dividing the corridor crash rate by the statewide crash rate. Ratios greater than 1.0 indicate crash rates above the statewide average, whereas ratios less than 1.0 indicate crash rates below the statewide average. Segment crash rates along the corridor range from 43.17 to 203.16 crashes per 100 MVMT. The overall corridor crash rate is 82.34 crashes per 100 MVMT, which is substantially lower than the statewide average and corresponds to a ratio of 0.47. The results indicate that crash rates along most segments of the corridor are below the statewide average for U.S. highways. Only two segments exceed the statewide average, while the remaining segments exhibit comparatively lower crash rates, suggesting favorable safety performance along most of the corridor.

The highest crash rate was observed on the Lakeline Mall Drive to SH 45 segment (203.16 crashes per 100 MVMT), followed by the Pecan Park Boulevard to Lake Creek Parkway segment (197.01 crashes per 100 MVMT). These are the only two segments with crash rates exceeding the statewide average, with corresponding ratios of 1.16 and 1.13, respectively. The elevated

crash rates on these segments may be related to the presence of closely spaced interchanges, increased merging and diverging activity, and weaving movements associated with entrance and exit ramps. All remaining segments have crash rates below the statewide average, with ratios ranging from 0.25 to 0.76. The lowest crash rates were observed on the Anderson Mill Road to McNeil Drive segment (43.17 crashes per 100 MVMT) and the Duval Road to Balcones Woods Drive segment (47.24 crashes per 100 MVMT), corresponding to ratios of 0.25 and 0.27, respectively.

4.5 Strip Map

A speed limit evaluation strip map was developed to facilitate the review of operating speed characteristics in relation to roadway features throughout the 183 Express Lanes. The strip map provides a graphical representation of the corridor and serves as a tool for evaluating whether geometric and operational factors may influence driver speed selection.

The strip map incorporates key roadway characteristics, operating speed data, 85th and 15th percentile speeds, crash rates, lane configurations, access locations, ramps, bridge structures, and other roadway features that may affect operating speeds. These elements support the speed limit evaluation process by providing a comprehensive view of roadway conditions and operating characteristics along the corridor. The speed limit evaluation strip maps are included in APPENDIX C.

5 Recommended Speed Zone

Free-flow vehicle speeds were collected at 22 locations throughout the corridor, and the 85th and 15th percentile speeds were determined for both the express lanes and general-purpose lanes. A speed limit evaluation strip map was developed in accordance with TxDOT's Procedures for Establishing Speed Zones, to evaluate operating speeds in conjunction with roadway characteristics, crash history, and other factors that may influence driver speed selection. Consistent with the guidance provided in TxDOT's Procedures for Establishing Speed Zones, a posted regulatory speed limit should be within 5 MPH of the 85th percentile speed. In addition, the need for a minimum speed limit should be determined through engineering and traffic investigation, and any established minimum speed limit should be within 5 MPH of the 15th percentile speed.

The average 85th percentile speed on the express lanes was 73 MPH in both directions. The average 15th percentile speed on the express lanes was 59 MPH in the northbound direction and 55 MPH in the southbound direction, with a corridor-wide average of 57 MPH.

Recommended speed limits for the 183 Express Lanes:

- Regulatory maximum speed limit: 75 MPH
- Regulatory minimum speed limit: 60 MPH

The average 85th percentile speed on the general-purpose lanes was 68 MPH in the northbound direction and 70 MPH in the southbound direction. Based on the observed operating speeds and TxDOT guidance, the speed study data support maintaining the existing regulatory speed limit of 65 MPH.

Recommended speed limit for the general-purpose lanes:

- Maintain the existing 65 MPH regulatory speed limit.

Crash history was also reviewed as part of the speed zone evaluation. The overall corridor crash rate of 82.34 crashes per 100 MVMT is substantially below the statewide average of 174.60 crashes per 100 MVMT for U.S. highways. Accordingly, the crash analysis did not identify a safety concern that would warrant speed limits different from the recommended values, which are supported by the observed 85th and 15th percentile operating speeds and the engineering evaluation of the corridor.

6 APPENDICES

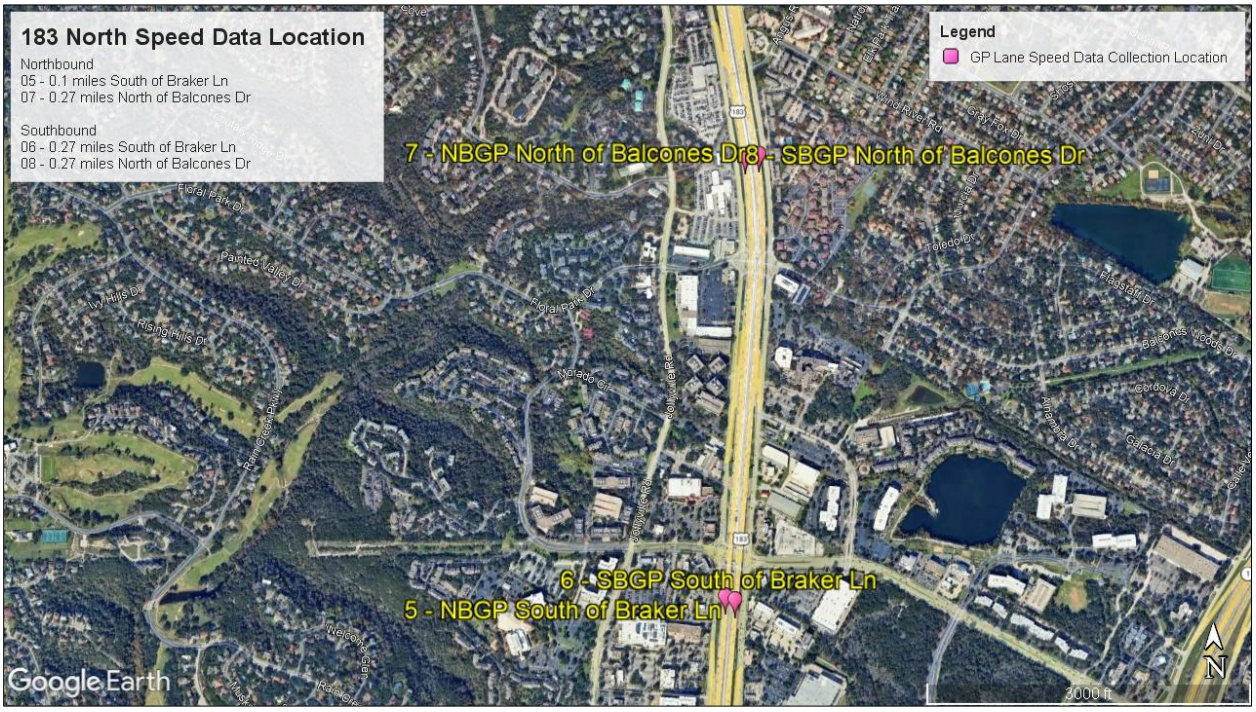
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6.1 APPENDIX A – Speed Data Measurement Locations

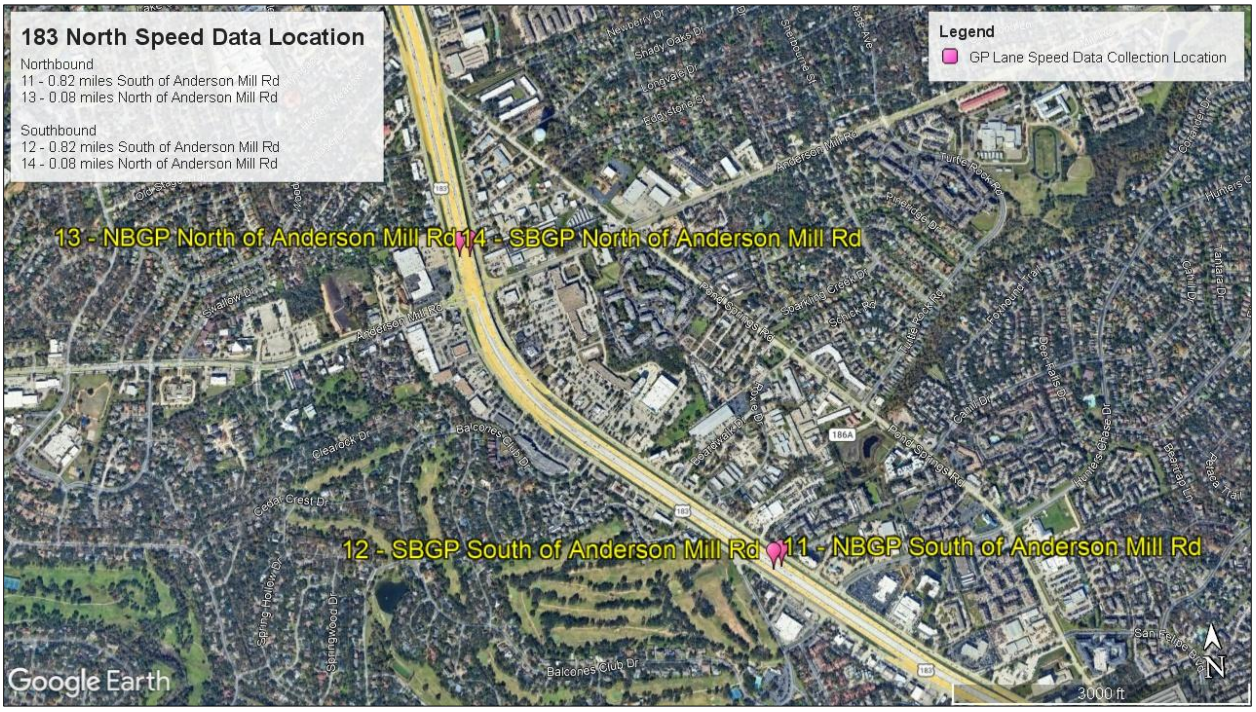
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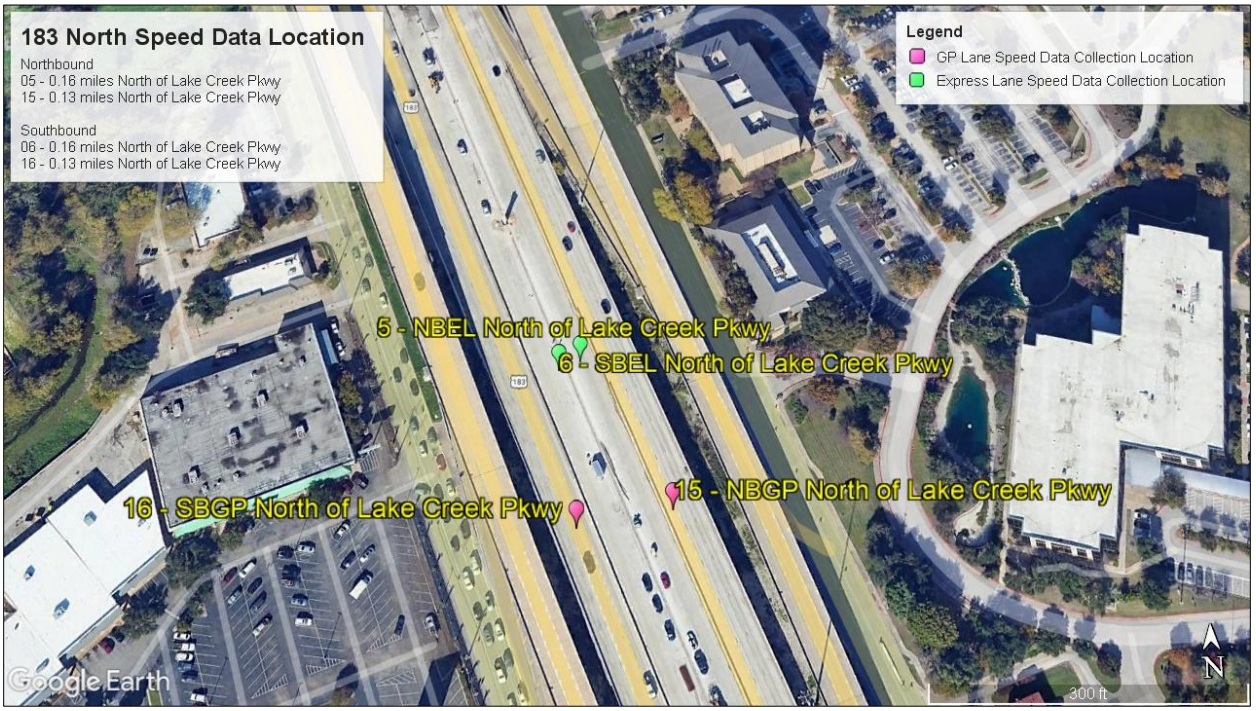

183 North Speed Data Location
Northbound
01 - 0.27 miles North of Burnet Dr
Southbound
02 - 0.27 miles North of Burnet Dr
Legend
GP Lane Speed Data Collection Location
1 - NBGP North of Burnet Dr
2 - SBGP North of Burnet Dr
Shoal Creek Blvd
Waterford Centre Blvd
Google Earth
1000 ft
N


183 North Speed Data Location
Northbound
01 - 0.44 miles South of 360
03 - 0.22 miles South of 360
Southbound
02 - 0.44 miles South of 360
04 - 0.22 miles South of 360
Legend
Express Lane Speed Data Collection Location
GP Lane Speed Data Collection Location
4 - SBGP South of 360
3 - NBGP South of 360
2 - SBEL South of 360
1 - NBEL South of 360
Research Blvd
Stenciake Blvd
Jollyville Rd
Dominion Cove
Google Earth
900 ft
N


183 North Speed Data Location
Northbound
05 - 0.1 miles South of Braker Ln
07 - 0.27 miles North of Balcones Dr
Southbound
06 - 0.27 miles South of Braker Ln
08 - 0.27 miles North of Balcones Dr
Legend
GP Lane Speed Data Collection Location
7 - NBGP North of Balcones Dr
8 - SBGP North of Balcones Dr
6 - SBGP South of Braker Ln
5 - NBGP South of Braker Ln
Google Earth
3000 ft
N


183 North Speed Data Location
Northbound
03 - 0.29 miles South of McNeil Dr
09 - 0.42 miles South of Oak Knoll Dr
Southbound
04 - 0.29 miles South of McNeil Dr
10 - 0.42 miles South of Oak Knoll Dr
Legend
Express Lane Speed Data Collection Location
GP Lane Speed Data Collection Location
4 - SBEL South of McNeil Dr
3 - NBEL South of McNeil Dr
10 - SBGP South of Oak Knoll Dr
9 - NBGP South of Oak Knoll Dr
Google Earth
1000 ft
N


183 North Speed Data Location
Northbound
11 - 0.82 miles South of Anderson Mill Rd
13 - 0.08 miles North of Anderson Mill Rd
Southbound
12 - 0.82 miles South of Anderson Mill Rd
14 - 0.08 miles North of Anderson Mill Rd
Legend
GP Lane Speed Data Collection Location
13 - NBGP North of Anderson Mill Rd
14 - SBGP North of Anderson Mill Rd
12 - SBGP South of Anderson Mill Rd
11 - NBGP South of Anderson Mill Rd
Google Earth
3000 ft
N


183 North Speed Data Location
Northbound
05 - 0.16 miles North of Lake Creek Pkwy
15 - 0.13 miles North of Lake Creek Pkwy
Southbound
06 - 0.16 miles North of Lake Creek Pkwy
16 - 0.13 miles North of Lake Creek Pkwy
Legend
GP Lane Speed Data Collection Location
Express Lane Speed Data Collection Location
5 - NBEL North of Lake Creek Pkwy
6 - SBEL North of Lake Creek Pkwy
15 - NBGP North of Lake Creek Pkwy
16 - SBGP North of Lake Creek Pkwy
Google Earth
300 ft
N

6.2 APPENDIX B – Field Measured Speed Data

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Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/2026 County: Travis Hwy: 183N Location: Express Lns south of 360

Time (from): 02:00 pm (to): 04:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80	II	125					>80
79	II	123					79
78	III	121					78
77	III	118					77
76	IIII	115					76
75	III	111					75
74	III	108					74
73	IIIII	105					73
72	IIIII	100					72
71	IIII	95					71
70	IIIIIIII	91					70
69	IIIIIIIII	82					69
68	IIIIIIIII	71					68
67	IIIIIII	60					67
66	IIIIIII	52					66
65	IIIIII	44					65
64	IIII	37					64
63	IIII	33					63
62	IIII	29					62
61	II	25					61
60	IIIIII	23					60
59							59
58	IIII	16					58
57	IIII	12					57
56	I	8					56
55	I	7					55
54							54
53	II	6					53
52	I	4					52
51	II	3					51
50							50
49	I	1					49
48							48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	74	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/26 County: Travis Hwy: 183N Location: NB Express Lane south of McNeil Dr

Time (from): 02:00 pm (to): 04:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75	III	125					75
74	I	122					74
73	III	121					73
72	IIIII	118					72
71	IIII	113					71
70	IIII	109					70
69	IIIII	105					69
68	IIIIIIII	100					68
67	IIIIIIIII	92					67
66	II	83					66
65	IIIIIII	81					65
64	IIIIIIII	74					64
63	IIIIIIIII	66					63
62	IIIIIIIIII	57					62
61	IIIII	47					61
60	III	42					60
59	IIIIIIIIII	39					59
58	IIIIIIIII	29					58
57	IIIII	19					57
56	III	14					56
55	II	11					55
54	IIII	9					54
53							53
52	III	5					52
51	II	2					51
50							50
49							49
48							48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	70	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NB Express Lns north of Lake Creek Pkwy

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80	IIII	125					>80
79							79
78	II	121					78
77	IIIIII	119					77
76	III	112					76
75	III	109					75
74	IIIII	106					74
73	IIII	101					73
72	IIIIII	97					72
71	IIIIIIII	90					71
70	IIIIIIII	81					70
69	IIII	72					69
68	IIIII	68					68
67	III	62					67
66	IIIII	59					66
65	III	54					65
64	IIIIIIII	51					64
63	IIIIIIII	42					63
62	IIIIIII	33					62
61	II	25					61
60	III	23					60
59	IIIII	20					59
58	III	14					58
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54							54
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52	I	2					52
51	I	1					51
50							50
49							49
48							48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	74	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/26 County: Travis Hwy: 183N Location: NBGP 183N north of Burnet Dr

Time (from): 02:00 pm (to): 04:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75							75
74							74
73	I	125					73
72							72
71	II	124					71
70	II	122					70
69	IIIII	120					69
68	I	114					68
67	III	113					67
66	III	110					66
65	IIII	107					65
64	IIII	103					64
63	III	99					63
62	II	96					62
61	IIII	94					61
60	III	90					60
59	IIIIIII	87					59
58	IIIII	79					58
57	IIIII	73					57
56	IIIIIIII	68					56
55	IIIIII	58					55
54	III	51					54
53	III	48					53
52	IIIIIII	45					52
51	III	37					51
50	IIII	34					50
49	IIII	30					49
48	IIII	26					48
47	III	22					47
46							46
45	IIII	19					45
44	I	15					44
43	II	14					43
42	III	12					42
41	I	9					41
40	I	8					40
39	I	7					39
38	II	6					38
37							37
36							36
35							35
34	I	4					34
33							33
32	I	3					32
31	I	2					31
<30	I	1					<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	65	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/2026 County: Travis Hwy: 183N Location: NBGP south of 360

Time (from): 02:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75	I	125					75
74							74
73	I	124					73
72							72
71	I	123					71
70	I	122					70
69							69
68							68
67	IIII	121					67
66	IIII	117					66
65							65
64	IIIIIII	113					64
63	IIIIIIIII	105					63
62	IIIIII	95					62
61	IIII	88					61
60	IIIIIIII	83					60
59	IIIIIIIII	73					59
58	IIII	62					58
57	IIIIIIIII	57					57
56	IIIIIII	46					56
55	IIIIIII	38					55
54	IIIII	30					54
53	IIIII	24					53
52	IIII	19					52
51	IIII	14					51
50	IIII	10					50
49							49
48	IIII	6					48
47							47
46							46
45	I	2					45
44							44
43							43
42	I	1					42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	64	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NBGP South of Braker Ln

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78	I	125					78
77							77
76							76
75	I	124					75
74	I	123					74
73	IIII	122					73
72	IIII	118					72
71	IIII	114					71
70	IIIII	110					70
69	IIIIIIIII	105					69
68	IIIIIIII	94					68
67	IIIIII	84					67
66	IIIIIIIII	77					66
65	IIIIIIIIII	66					65
64	IIIIIII	54					64
63	IIIIIIIIIII	45					63
62	IIIIIIII	32					62
61	I	23					61
60	IIII	22					60
59	II	18					59
58	IIII	16					58
57	I	12					57
56	III	11					56
55	III	8					55
54	II	5					54
53							53
52	I	3					52
51							51
50	I	2					50
49							49
48	I	1					48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	70	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NBGP north of Balcones Dr

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79	I	125					79
78	I	124					78
77							77
76							76
75	I	123					75
74	I	122					74
73	III	121					73
72	III	119					72
71	II	115					71
70	IIII	113					70
69	IIIII	109					69
68	IIIIIII	104					68
67	IIIIIIIII	96					67
66	IIIIIIIII	85					66
65	IIIII	75					65
64	IIIIIIII	69					64
63	IIIIIIIII	60					63
62	IIIIII	49					62
61	IIIIIIIII	42					61
60	III	31					60
59	IIIII	27					59
58	IIIIII	21					58
57	IIII	14					57
56	III	10					56
55	II	6					55
54	I	4					54
53							53
52	I	3					52
51							51
50	I	2					50
49	I	1					49
48							48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	69	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NBGP south of Oak Knoll Dr

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76	I	125					76
75							75
74							74
73	II	124					73
72	IIIII	122					72
71	III	117					71
70	III	114					70
69	I	111					69
68	IIIIIIIII	110					68
67	IIIII	100					67
66	IIIIIIII	94					66
65	IIIIIIIII	85					65
64	IIIII	74					64
63	IIIIIIII	68					63
62	IIIIIIIII	58					62
61	IIIIIIII	48					61
60	IIIIIIIIIII	38					60
59	III	24					59
58	IIIIII	21					58
57	II	14					57
56	III	12					56
55	IIII	9					55
54	II	5					54
53							53
52	I	3					52
51	I	2					51
50							50
49							49
48							48
47							47
46							46
45							45
44							44
43	I	1					43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	68	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NBGP south of Anderson Mill Rd

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75							75
74							74
73	I	125					73
72	I	124					72
71	I	123					71
70	IIIIII	122					70
69	IIIII	115					69
68	IIIII	110					68
67	IIIII	105					67
66	IIIIIIII	100					66
65	IIIIIIIII	91					65
64	IIIIIIIIII	81					64
63	IIIII	69					63
62	IIIIIIIII	63					62
61	IIIIIIIIII	53					61
60	IIIIIII	42					60
59	IIIIIIII	34					59
58	IIII	24					58
57	II	20					57
56	I	18					56
55	III	17					55
54	III	14					54
53	II	11					53
52	II	9					52
51	II	7					51
50	III	5					50
49	I	2					49
48							48
47							47
46							46
45							45
44	I	1					44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	68	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NBGP north of Anderson Mill Rd

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75							75
74	II	125					74
73	II	123					73
72							72
71	IIIIII	121					71
70	IIIII	115					70
69	IIIIIII	110					69
68	IIIII	103					68
67	IIIII	98					67
66	IIIIIIII	93					66
65	IIIII	84					65
64	IIIIIIII	79					64
63	IIIIIII	70					63
62	IIIIII	62					62
61	IIIIIIII	55					61
60	IIIIIIII	46					60
59	IIII	37					59
58	IIIIIII	33					58
57	IIIII	25					57
56	IIII	20					56
55	II	16					55
54	II	14					54
53	II	12					53
52	IIII	10					52
51							51
50	I	6					50
49							49
48	II	5					48
47							47
46	I	3					46
45	I	2					45
44	I	1					44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	69	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: NBGP north of Lake Creek Pkwy

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Northbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76	I	125					76
75	I	124					75
74							74
73	II	123					73
72	II	121					72
71	III	119					71
70	I	116					70
69	III	115					69
68	IIII	112					68
67	II	107					67
66	IIIIII	105					66
65	IIIIIII	98					65
64	III	90					64
63	IIIIIII	87					63
62	IIIIII	79					62
61	IIIIIII	72					61
60	IIII	64					60
59	IIIIIIII	60					59
58	IIIIIIII	51					58
57	II	42					57
56	IIII	40					56
55	II	35					55
54	IIIIIII	33					54
53	I	25					53
52	I	24					52
51	IIII	23					51
50	I	18					50
49	II	17					49
48	II	15					48
47	III	13					47
46	I	10					46
45							45
44	II	9					44
43							43
42	II	7					42
41	I	5					41
40	I	4					40
39							39
38	I	3					38
37							37
36							36
35							35
34	II	2					34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	67	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/2026 County: Travis Hwy: 183N Location: Express Lns south of 360

Time (from): 02:00 pm (to): 04:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80	IIIIII	125					>80
79	II	118					79
78	II	116					78
77	III	114					77
76	II	111					76
75	IIII	109					75
74	IIIII	105					74
73	II	99					73
72	IIII	97					72
71	I	93					71
70	IIII	92					70
69	IIIII	88					69
68	IIII	82					68
67	IIIIIII	78					67
66	IIIII	70					66
65	II	65					65
64	IIIIIII	63					64
63	IIIII	55					63
62	II	50					62
61	III	48					61
60	II	45					60
59	IIIIII	43					59
58	IIIIIII	36					58
57	II	28					57
56	IIII	26					56
55	IIIII	22					55
54	II	15					54
53	II	13					53
52	I	11					52
51	I	10					51
50	I	9					50
49	III	8					49
48							48
47	II	5					47
46	I	3					46
45							45
44							44
43							43
42	II	2					42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	75	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/26 County: Travis Hwy: 183N Location: SB Express Lane south of McNeil Dr

Time (from): 02:00 pm (to): 04:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75	IIII	125					75
74							74
73	IIII	121					73
72							72
71	IIII	117					71
70	I	113					70
69	IIIIIIIII	112					69
68	II	102					68
67	IIII	100					67
66	IIIII	96					66
65	IIIIIIIII	91					65
64	IIIIIIIII	81					64
63	IIIII	71					63
62	IIIIIII	66					62
61	IIIIIII	58					61
60	IIIIIIIII	50					60
59	IIIIII	40					59
58	IIIII	34					58
57	IIIII	29					57
56	IIIIII	24					56
55	IIIIIII	18					55
54	IIII	10					54
53							53
52	III	6					52
51	III	3					51
50							50
49							49
48							48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	69	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SB Express Lns north of Lake Creek Pkwy

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80	IIIIIIII	125					>80
79	III	116					79
78	III	113					78
77	II	110					77
76	II	108					76
75	IIIII	106					75
74	IIII	101					74
73	IIIIII	97					73
72	III	91					72
71	IIII	88					71
70	II	84					70
69	III	82					69
68	IIIIII	79					68
67							67
66	II	73					66
65	III	71					65
64	IIII	68					64
63	IIIII	64					63
62	I	59					62
61	IIII	58					61
60	III	54					60
59	IIIIII	51					59
58	IIIII	44					58
57	IIIIII	38					57
56	IIIIIIII	31					56
55	II	22					55
54	III	20					54
53	IIII	17					53
52	II	13					52
51	IIII	11					51
50	II	7					50
49	II	5					49
48							48
47							47
46	I	3					46
45							45
44	I	2					44
43							43
42	I	1					42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	75	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/2026 County: Travis Hwy: 183N Location: SBGP north of Burnet Dr

Time (from): 02:00 pm (to): 04:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80	II	125					>80
79	II	123					79
78	I	121					78
77	IIII	120					77
76	II	116					76
75	IIIIII	114					75
74	IIII	108					74
73	IIIIIIII	104					73
72	IIIII	95					72
71	IIII	90					71
70	IIIIIIIII	86					70
69	IIIII	76					69
68	IIIIII	70					68
67	IIIIIIIIIII	63					67
66	IIIIII	49					66
65	IIIII	42					65
64	IIIIIII	37					64
63	III	29					63
62	IIIIIII	26					62
61	IIII	18					61
60	I	14					60
59	II	13					59
58	III	11					58
57	III	8					57
56	II	5					56
55	I	3					55
54							54
53							53
52	I	2					52
51							51
50							50
49							49
48	I	1					48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30
	Total Automobiles	125	Total Automobiles				
		x 0.85		x 0.85			
	85th Percentile Automobile:	106	85th Percentile Automobile:				
	85th Percentile Speed (m.p.h.):	74	85th Percentile Speed (m.p.h.):				

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 09/09/2026 County: Travis Hwy: 183N Location: SBGP south of 360

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78	I	125					78
77							77
76							76
75	I	124					75
74							74
73							73
72	II	123					72
71	II	121					71
70	IIII	119					70
69	III	115					69
68	IIII	112					68
67	IIIIIIII	108					67
66	IIII	99					66
65	IIIIII	95					65
64	IIIII	88					64
63	IIIIIIIIII	82					63
62	IIIII	70					62
61	IIIIIIIIIIIIIII	65					61
60	IIIIIIIII	47					60
59	IIIII	36					59
58	III	30					58
57	IIIIII	26					57
56	III	19					56
55	IIII	16					55
54	II	11					54
53	II	9					53
52	II	7					52
51	I	5					51
50							50
49							49
48	IIII	4					48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	67	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SBGP south of Braker Ln

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76	I	125					76
75	II	124					75
74	IIII	122					74
73	IIIIII	117					73
72	IIIII	110					72
71	IIIII	104					71
70	IIII	98					70
69	IIIIII	93					69
68	IIIIII	86					68
67	IIIIIIII	79					67
66	IIIIIII	69					66
65	IIIIIIIIII	61					65
64	IIIIIIII	48					64
63	IIII	39					63
62	IIIIII	34					62
61	IIIIIII	27					61
60	IIII	18					60
59	I	13					59
58	II	12					58
57	II	10					57
56	I	8					56
55	II	7					55
54	I	5					54
53	I	4					53
52	I	3					52
51							51
50							50
49	I	2					49
48							48
47							47
46	I	1					46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	72	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SBGP north of Balcones Dr

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76							76
75							75
74							74
73	II	125					73
72	II	123					72
71							71
70	IIII	121					70
69	III	117					69
68	IIIIII	113					68
67	IIIII	106					67
66	IIIII	100					66
65	IIII	94					65
64	IIIIIIII	89					64
63	IIIIII	80					63
62	IIIII	73					62
61	IIIIIII	67					61
60	IIIIIII	59					60
59	IIII	50					59
58	IIIIII	45					58
57	IIIIIIII	38					57
56	IIIII	29					56
55	III	23					55
54	IIIIIII	20					54
53	II	12					53
52	II	10					52
51	III	8					51
50	I	5					50
49	I	4					49
48	I	3					48
47	I	2					47
46							46
45							45
44	I	1					44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	67	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SBGP south of Oak Knoll Dr

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77	I	125					77
76	IIII	124					76
75	II	120					75
74	II	118					74
73	IIII	116					73
72	IIII	111					72
71	III	106					71
70	IIIIIIIII	103					70
69	IIII	93					69
68	IIIIIIIIIII	88					68
67	IIIII	75					67
66	IIIIIIII	69					66
65	IIII	60					65
64	IIII	56					64
63	IIIIIII	52					63
62	IIIIII	44					62
61	IIIII	37					61
60	III	32					60
59	IIIII	29					59
58	I	23					58
57	II	22					57
56	IIII	20					56
55	I	16					55
54	III	15					54
53	I	12					53
52	II	11					52
51	II	9					51
50	II	7					50
49							49
48	I	5					48
47	I	4					47
46							46
45							45
44							44
43							43
42	I	3					42
41							41
40	II	2					40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

	Total Automobiles	125	Total Automobiles	
		x 0.85		x 0.85
	85th Percentile Automobile:	106	85th Percentile Automobile:	
	85th Percentile Speed (m.p.h.):	71	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SBGP south of Anderson Mill Rd

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77							77
76	I	125					76
75	I	124					75
74	I	123					74
73	I	122					73
72	IIII	121					72
71	IIII	117					71
70	IIIIII	113					70
69	IIIIIIIII	106					69
68	IIIIIIIIIII	96					68
67	IIIIIIII	83					67
66	IIIIIIIIII	74					66
65	IIIIIII	62					65
64	IIIII	53					64
63	IIIIIII	47					63
62	IIII	38					62
61	IIIIII	33					61
60	II	26					60
59	IIIII	24					59
58	II	18					58
57							57
56	I	16					56
55	IIII	15					55
54	II	10					54
53	II	8					53
52	I	6					52
51	III	5					51
50	I	2					50
49							49
48	I	1					48
47							47
46							46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	69	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SBGP north of Anderson Mill Rd

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79	I	125					79
78							78
77							77
76	II	124					76
75	II	122					75
74	III	120					74
73	IIII	117					73
72	III	112					72
71	III	109					71
70	IIIIIII	106					70
69	IIIIII	98					69
68	IIIIIIII	91					68
67	IIIIIII	82					67
66	IIIIIIII	74					66
65	IIIIIIII	65					65
64	IIIIIIIII	56					64
63	IIII	45					63
62	IIIIII	41					62
61	IIIIII	34					61
60	II	27					60
59	IIIIIIIII	25					59
58	II	14					58
57	IIIII	12					57
56	II	7					56
55							55
54							54
53							53
52	I	5					52
51	I	4					51
50	I	3					50
49							49
48							48
47							47
46	I	2					46
45							45
44							44
43							43
42							42
41	I	1					41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	70	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

Texas Department of Transportation

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Form 1882 (Rev. 3/19) Page 1 of 2

Date: 9/9/26 County: Travis Hwy: 183N Location: SBGP north of Lake Creek Pkwy

Time (from): 2:00 pm (to): 4:00 pm Weather: Clear

Surface type: Concrete Surface condition: ☐ Wet or ☑ Dry / ☑ Smooth or ☐ Rough

M.P.H.	AUTOMOBILES Direction: Southbound	Cumulative Total	AUTOMOBILES Direction:	Cumulative Total	TRUCKS & BUSES Direction:	TRUCKS & BUSES Direction:	M.P.H.
>80							>80
79							79
78							78
77	I	125					77
76							76
75							75
74							74
73	I	124					73
72	II	123					72
71							71
70	II	121					70
69	IIII	119					69
68	III	115					68
67	IIIII	112					67
66	IIIIII	106					66
65	IIII	99					65
64	IIIIIIIII	94					64
63	IIIIII	83					63
62	IIIIIIIII	76					62
61	IIIIII	66					61
60	IIIIIII	59					60
59	II	50					59
58	IIIIIII	48					58
57	III	40					57
56	IIII	37					56
55	IIIII	32					55
54	IIIII	26					54
53	III	20					53
52	IIIII	17					52
51	I	11					51
50	II	10					50
49	III	8					49
48	III	5					48
47	I	2					47
46	I	1					46
45							45
44							44
43							43
42							42
41							41
40							40
39							39
38							38
37							37
36							36
35							35
34							34
33							33
32							32
31							31
<30							<30

Total Automobiles	125	Total Automobiles	
	x 0.85		x 0.85
85th Percentile Automobile:	106	85th Percentile Automobile:	
85th Percentile Speed (m.p.h.):	66	85th Percentile Speed (m.p.h.):	

Recorder: Robby Nichol

6.3 APPENDIX C – Study Area Strip Maps

This area intentionally left blank.

EAST

LEGEND
- 183 North Express Lanes
- Express Lane Entrance/Exit
- Cross Streets
- 183 North General-Purpose Lanes
- Direct Connector

Approximate Distance (feet)

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 5500 6000 6500 7000 7500 8000 8500 9000 9500 10000 10500 11000 11500 12000 12500 13000 13500 14000 14500 15000 15500 16000 16500 17000 17500 18000 18500 19000 19500 20000 20500 21000 21500 22000 22500 23000 23500 24000 24500 25000 25500 26000

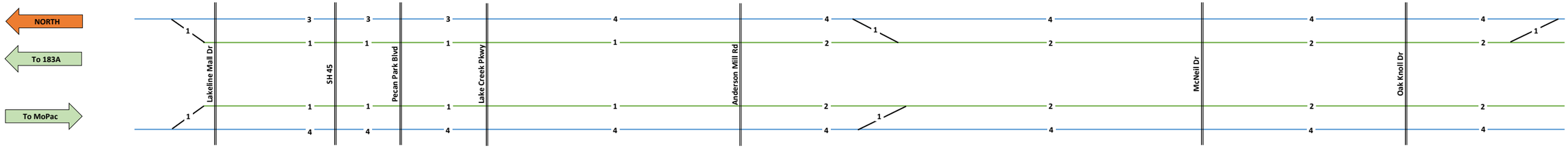
Northbound 183 Express Lanes	**Crash Rate Per 100 MVMT**	203.16	132.22	197.01	75.88	43.17	81.01	69.82	
	85th Percentile Speed (MPH)	75 MPH					70 MPH		
	15th Percentile Speed (MPH)	59 MPH					57 MPH		
	Bridges	Lakeline Mall Dr	SH 45	Pecan Park Blvd	Lake Creek Pkwy	Anderson Mill Rd	McNeil Dr	Oak Knoll Dr	
	Surface Width and Type	12' Toll Lane, 10' Outer Shoulder, Delineators Along Inside Edgeline, Asphalt							
	Zone Length	9 Miles							
	Recommended Posted Speed Limit	Maximum Speed Limit 75 MPH, Minimum Speed Limit 60 MPH							
	Existing Posted Speed Limit	65 MPH			65 MPH		65 MPH		

Texas Department of Transportation

STATEWIDE TRAFFIC CRASH RATES

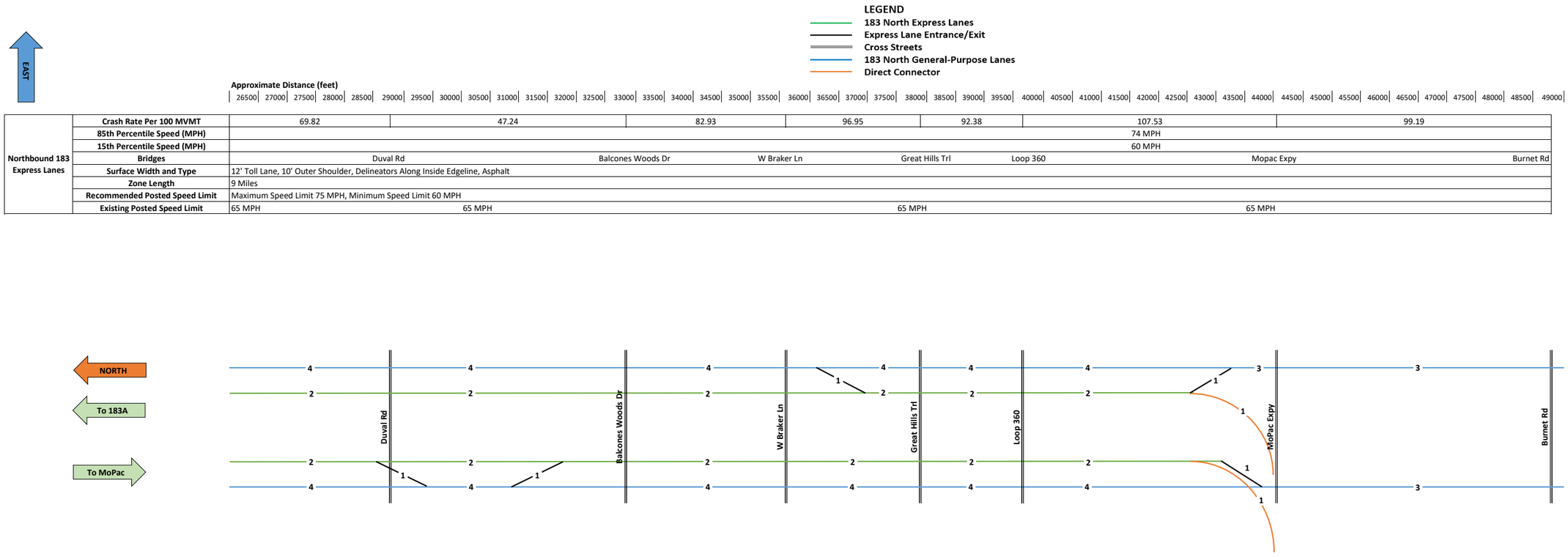
2025

TxDOT 2025 STATEWIDE TRAFFIC CRASH RATES					
Traffic Crashes Per 100 million vehicle miles			Traffic Crashes Per 100 million vehicle miles		
Highway System	Rural	Urban	Road Type	Rural	Urban
Interstate	47.26	143.95	2 lane, 2 way	96.32	224.15
US Highway	68.63	174.6	4 or more lanes, divided	54.76	154.5
State Highway	89.89	205.64	4 or more lanes, undivided	101.02	302.64
Farm-to-Market	115	245.79			



Southbound 183 Express Lanes	**Existing Posted Speed Limit**	65 MPH			65 MPH		65MPH		
	Recommended Posted Speed Limit	Maximum Speed Limit 75 MPH, Minimum Speed Limit 60 MPH							
	Zone Length	9 Miles							
	Surface Width and Type	12' Toll Lane, 10' Outer Shoulder, Delineators Along Inside Edgeline, Asphalt							
	Bridges	Lakeline Mall Dr	SH 45	Pecan Park Blvd	Lake Creek Pkwy	Anderson Mill Rd	McNeil Dr	Oak Knoll Dr	
	15th Percentile Speed (MPH)	54 MPH					56 MPH		
	85th Percentile Speed (MPH)	76 MPH					69 MPH		
	Crash Rate Per 100 MVMT	203.16	132.22	197.01	75.88	43.17	81.01	69.82	

LEGEND
- 183 North Express Lanes
- Express Lane Entrance/Exit
- Cross Streets
- 183 North General-Purpose Lanes
- Direct Connector



Northbound 183 Express Lanes	**Crash Rate Per 100 MVMT**	69.82	47.24	82.93	96.95	92.38	107.53	99.19
	85th Percentile Speed (MPH)	74 MPH						
	15th Percentile Speed (MPH)	60 MPH						
	Bridges	Duval Rd		Balcones Woods Dr	W Braker Ln	Great Hills Trl	Loop 360	Mopac Expy	Burnet Rd
	Surface Width and Type	12' Toll Lane, 10' Outer Shoulder, Delineators Along Inside Edgeline, Asphalt						
	Zone Length	9 Miles						
	Recommended Posted Speed Limit	Maximum Speed Limit 75 MPH, Minimum Speed Limit 60 MPH						
	Existing Posted Speed Limit	65 MPH	65 MPH		65 MPH		65 MPH	

Southbound 183 Express Lanes	**Existing Posted Speed Limit**	65 MPH	65 MPH	65 MPH	65 MPH		65 MPH	
	Recommended Posted Speed Limit	Maximum Speed Limit 75 MPH, Minimum Speed Limit 60 MPH						
	Zone Length	9 Miles						
	Surface width and type	12' Toll Lane, 10' Outer Shoulder, Delineators Along Inside Edgeline, Asphalt						
	Bridges	Duval Rd		Balcones Woods Dr	W Braker Ln	Great Hills Trl	Loop 360	Mopac Expy	Burnet Rd
	15th Percentile Speed (MPH)	55 MPH						
	85th Percentile Speed (MPH)	75 MPH						
	Crash Rate Per 100 MVMT	69.82	47.24	82.93	96.95	92.38	107.53	99.19

LEGEND
183 North Express Lanes
Express Lane Entrance/Exit
Cross Streets
183 North General-Purpose Lanes
Direct Connector

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #6

Approve and adopt the 2026 Popular Annual Financial Report

Strategic Plan Relevance:	Stewardship
Department:	Executive/Finance/Communications
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:
Finance and Communications staff prepared the Popular Annual Financial Report (PAFR) in accordance with Transportation Code 370.261 as reflected in the Mobility Authority Policy Code, Section 101.13(b). The PAFR will meet the requirement to provide a written report to the commissioner's court of Travis and Williamson Counties on the Authority's activities, projected bond issuances, financial condition, project schedules, and performance as aligned with the most recent strategic plan.

In March 2026, the Board was presented with the inaugural PAFR as a replacement for the Annual Report the Board was familiar with. The content and purpose of the two reports was essentially the same. The main change was the report title.

CTRMA staff intend to submit the PAFR for consideration by the Government Finance Officers Association (GFOA) certificate award titled 'Outstanding Achievement in Popular Annual Financial Reporting'. In order to meet the timing for consideration of the certificate award by the GFOA, the PAFR is being presented to the Board this month rather than the past typical March board meeting cycle.

Action Requested / Staff Recommendation:

Staff requests the Board formally approve and adopt the 2026 Popular Annual Financial Report. Following Board approval, the Executive Director will officially file the 2026 PAFR with Travis and Williamson counties.

Backup Provided: Draft resolution
2026 Popular Annual Financial Report

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

RESOLUTION NO. 26-0XX

ADOPTING THE 2026 POPULAR ANNUAL FINANCIAL REPORT

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

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

WHEREAS, the Mobility Authority is required to file the 2026 Popular Annual Financial Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2027; and

WHEREAS, the Mobility Authority staff distributed a draft of the proposed 2026 Popular Annual Financial Report for the Board's review and consideration, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends that the Board approve and adopt the proposed 2026 Popular Annual Financial Report attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the 2026 Popular Annual Financial Report attached hereto as Exhibit A and directs the Executive Director to file the 2026 Popular Annual Financial Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2027.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

2026 Popular Annual Financial Report

Fiscal Year Ended June 30, 2026

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY



CONNECTED BY CHOICE



CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AUSTIN, TEXAS

2026 POPULAR ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2026

PREPARED BY CTRMA STAFF

ON BEHALF OF THE MOBILITY AUTHORITY,

It is a pleasure to present the Popular Annual Financial Report (PAFR) for the year ended June 30, 2026.

This report summarizes our financial performance, including budgetary updates and strategic insights that reflect our ongoing commitment to transparency and fiscal responsibility. It also outlines key metrics that showcase our dedication to providing our customers with best-in-class service and mobility solutions.

For a more detailed look at the agency's financials, we encourage you to review the Annual Comprehensive Financial Report (ACFR). Both the ACFR and PAFR are available to view and download from the Mobility Authority's website.

Thank you to our dedicated staff, regional partners, and community members who have taken the time to help shape the future of mobility in Central Texas. Together, we are cultivating a regional transportation network that is connected by shared values.

Respectfully submitted,

Jose Hernandez
Chief Financial Officer

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CHANGES IN NET POSITION

STATEMENT OF CASH FLOWS

LONG-TERM DEBT

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ABOUT THE MOBILITY AUTHORITY

The Central Texas Regional Mobility Authority (Mobility Authority) was created and operates under the Texas Transportation Code Chapter 370 and is authorized under state law to implement a wide range of transportation systems including roadways, airports, seaports and transit services. The Mobility Authority is authorized to issue revenue bonds to fund projects and can utilize user fees to fund operations and repay bonds.

The Mobility Authority is an independent government agency created to improve the transportation system in Williamson and Travis counties. Our mission is to develop, deliver, operate and maintain high-quality roadways and related transportation solutions.

The Mobility Authority is overseen by a seven-member Board of Directors. The Governor appoints the Chairman, and the Travis and Williamson counties Commissioners Courts each appoint three members to serve on the Board. The Mobility Authority employs a small professional staff led by Executive Director James Bass. The Mobility Authority uses private sector contractors with specialized expertise to provide staffing support for individual projects.

New toll roads and lanes in Central Texas have been projects identified for decades as part of the region's transportation plans. The Mobility Authority builds additional capacity on existing roads and new roads where possible. Today, Central Texans drive on roads that were built years ago. The Mobility Authority needs to build the next generation of highway projects now to serve the region as it continues to grow.

The Mobility Authority also builds more than toll roads. As part of each project, the Mobility Authority will build bicycle and pedestrian facilities along the corridors where feasible, enhancing multimodal connectivity and commuters' transportation options. The Mobility Authority also incorporates aesthetic and landscaping enhancements and improves the non-tolled travel lanes. Only new lanes constructed are tolled; the same number of taxpayer-funded, non-tolled travel lanes that are available today will remain after projects are completed.



OUR BOARD OF DIRECTORS

We are governed by a seven-member board of directors who are responsible for setting policies, identifying priority projects, and ensuring that the agency operates in an efficient, effective, and transparent manner.

"The Mobility Authority is focused on delivering long-term transportation solutions that keep Central Texas moving. By investing in infrastructure, expanding capacity, and creating more choices for how people get where they need to go, the agency is building a transportation network that gives commuters greater reliability today—and for years to come."



Bobby Jenkins
Chairman
Gubernational Appointee
Sworn in 2019



Nikelle S. Meade
Vice-Chair
Travis County Appointee
Sworn in 2012



David Singleton
Board Treasurer
Williamson County Appointee
Sworn in 2003



Mike Doss
Board Secretary
Williamson County Appointee
Sworn in 2019



David B. Armbrust
Board Member
Travis County Appointee
Sworn in 2012

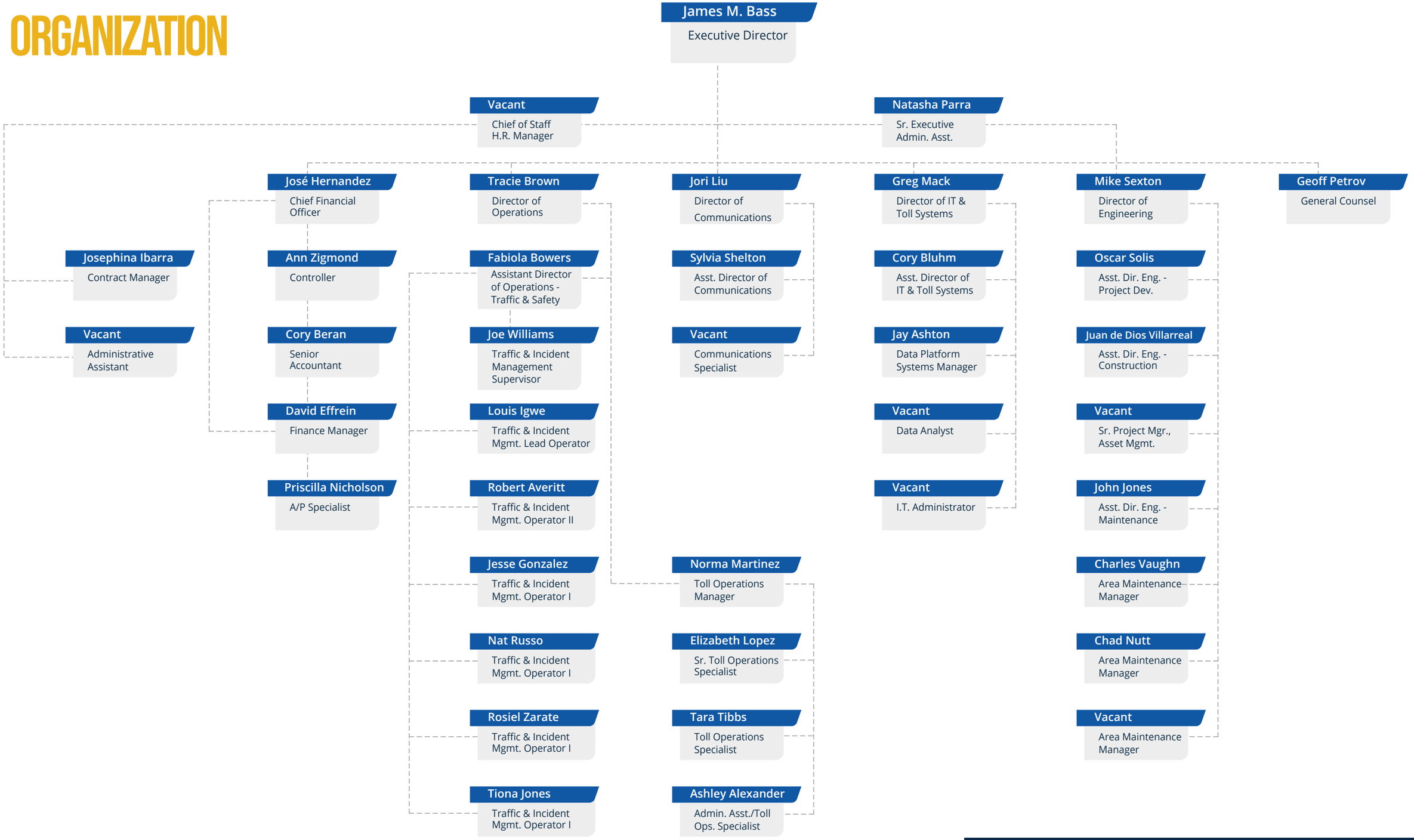


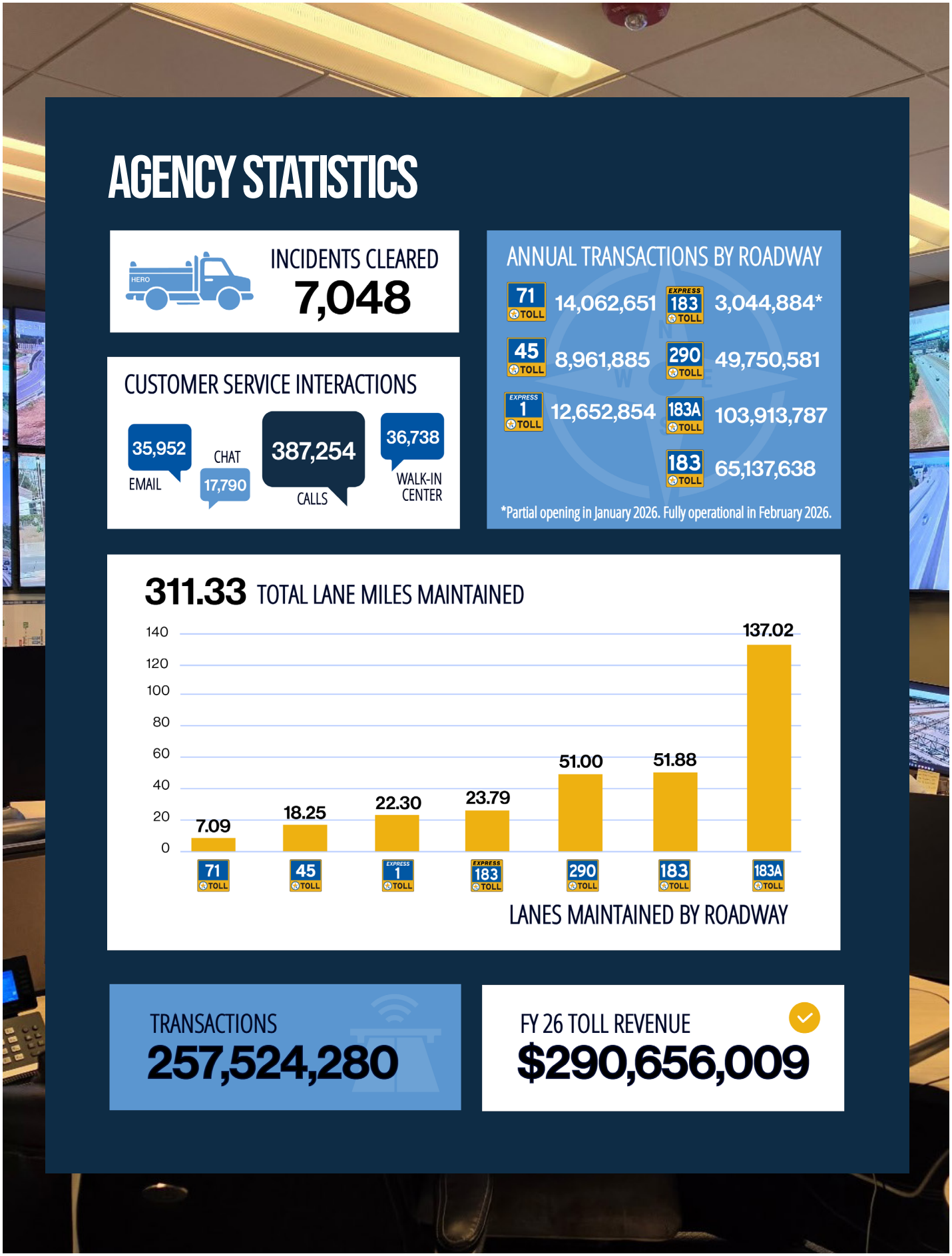
Heather Gaddes
Board Member
Williamson County Appointee
Sworn in 2021



Ben Thompson
Board Member
Travis County Appointee
Sworn in 2023

MOBILITY AUTHORITY
ORGANIZATION





AGENCY STATISTICS

INCIDENTS CLEARED
7,048

CUSTOMER SERVICE INTERACTIONS

EMAIL	CHAT	CALLS	WALK-IN CENTER
35,952	17,790	387,254	36,738

ANNUAL TRANSACTIONS BY ROADWAY

71 TOLL	14,062,651	EXPRESS 183 TOLL	3,044,884*
45 TOLL	8,961,885	290 TOLL	49,750,581
EXPRESS 1 TOLL	12,652,854	183A TOLL	103,913,787
		183 TOLL	65,137,638

*Partial opening in January 2026. Fully operational in February 2026.

311.33 TOTAL LANE MILES MAINTAINED

LANES MAINTAINED BY ROADWAY

TRANSACTIONS
257,524,280

FY 26 TOLL REVENUE
$290,656,009

ROADS AND CUSTOMER SERVICE CENTERS



183A TOLL

After the opening of the Phase III extension last year, the Mobility Authority's inaugural project is now an almost 16-mile toll road stretching from RM 620 north past SH 29. The road provides a dependable travel alternative to the congested US 183 and helps lay the groundwork for economic growth and investment across the region.



290 TOLL

The 6.2-mile 290 Toll Road tripled the previously available capacity between US 183 and Parmer Lane. This project transformed one of the region's most congested routes into a reliable way to travel in and out of Austin, offering support and choices for daily commuters.



71 TOLL

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



45SW TOLL

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



MOPAC EXPRESS LANE

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



183 TOLL

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



183 EXPRESS LANES

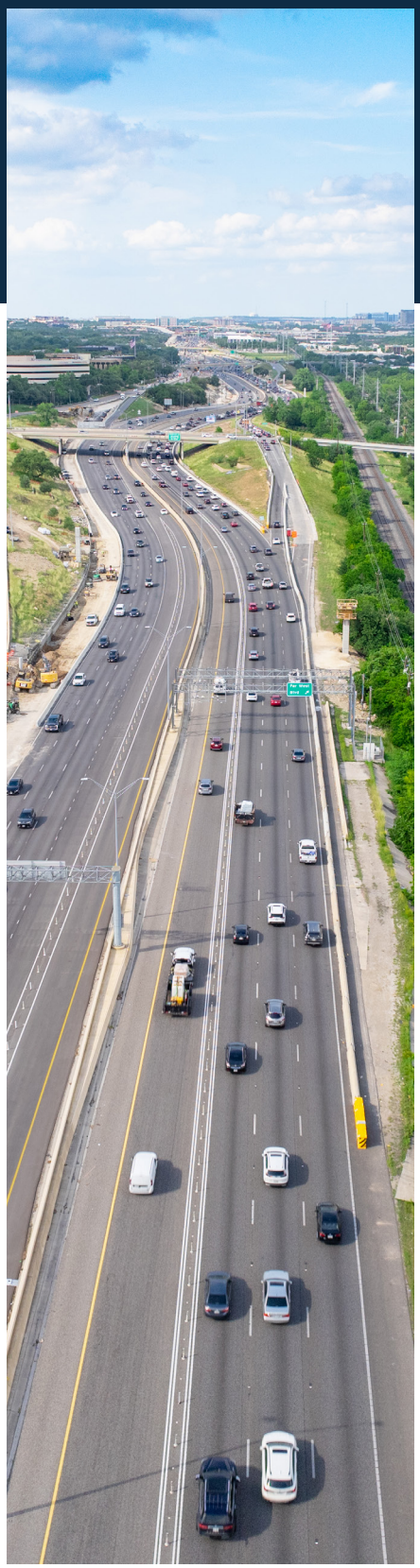
Fully opening in 2026, the 183 Express Lanes consist of two lanes in each direction added to the center median of US 183 and include new operational improvements to the interchange between US 183 and MoPac with a direct connector structure and collector-distributor road. The lanes provide an express lane alternative for travel between downtown Austin and Cedar Park, Leander, and points further north.

CUSTOMER SERVICE CENTERS

To provide commuters with options for customer service, the Mobility Authority is committed to offering in-person services. Our Customer Service Centers, located at 12719 Burnet Road, Austin, TX 78727 and 1321 Rutherford Lane, Suite 120, Austin, TX 78753, offer a space where customers can pay their tolls in person. At the Rutherford location, customers can book an appointment online or open an NTTA TollTag account in person with a customer service representative.



MAJOR INITIATIVES & PROJECTS UNDER STUDY



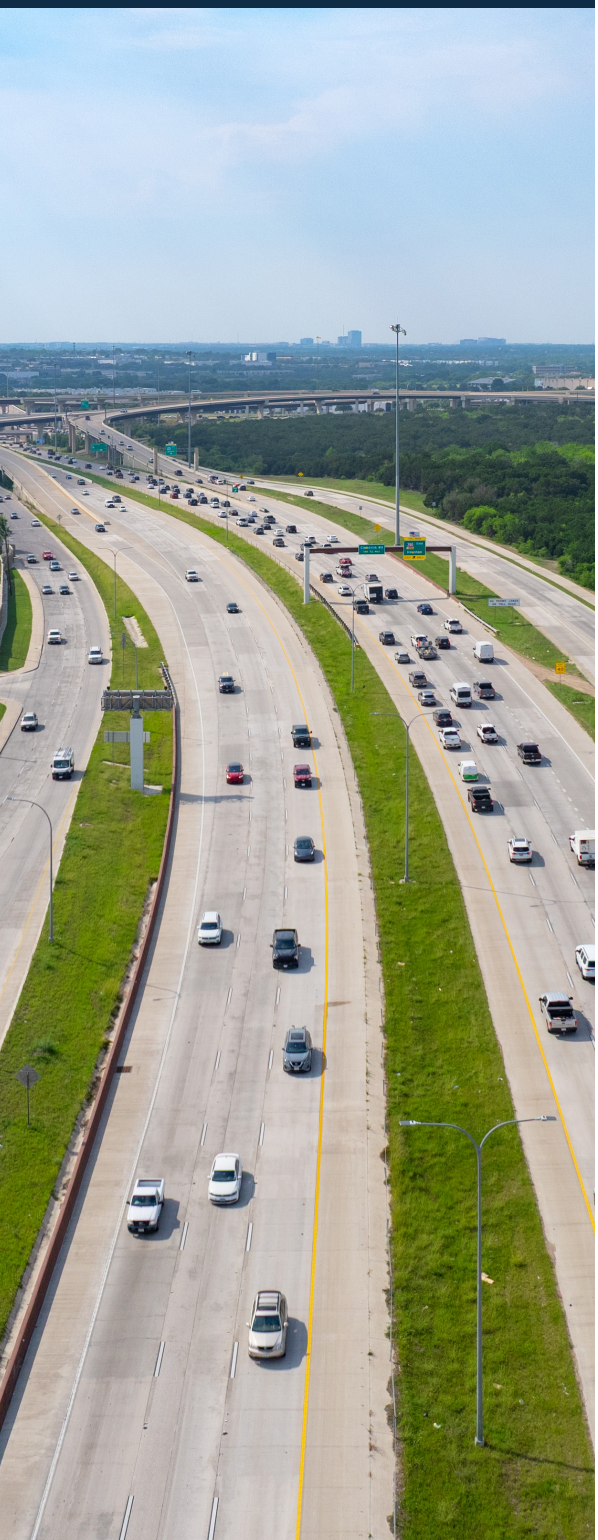
MOPAC SOUTH ENVIRONMENTAL STUDY

The MoPac South Project is evaluating the addition of up to two express lanes between Cesar Chavez Street and Slaughter Lane. The Draft Environmental Assessment (EA) was published for early public review on February 13, 2026 and the Public Hearing took place between March 9, 2026, and May 3, 2026. The project team received 6,938 comments from 5,961 commentors during the official comment period, demonstrating a strong interest in the environment surrounding the project. The final Environmental Assessment is on track to be published late 2026 and an environmental decision is expected in late 2026 or early 2027.

290 EXTENSION PROJECT

The 290 Extension Project is an environmental study for mobility improvements to US 290 between SH 130 and east of SH 95 South, and this year the project team hosted one virtual and two in-person Community Listening Sessions. The in-person Community Listening Sessions were held at Manor Early Learning Center on September 23, 2025, and at the Austin Community College Elgin campus on September 25, 2025.

Following the listening sessions, the project team published a summary including meeting materials, notices, and comments received. The project team will incorporate this feedback at the Open House, taking place in the Fall of 2026. Environmental clearance is anticipated in early 2028.



183A ADDED CAPACITY

The 183A Added Capacity Project is an environmental study for the possible addition of a fourth lane in each direction in the center median of the existing 183A Toll between FM 620/SH 45 and Hero Way. An additional lane would be a proactive measure that would allow for the 183A Toll Road to accommodate future traffic volumes and reduce anticipated traffic congestion for years to come. Environmental clearance is anticipated in late 2026.

TRAFFIC AND INCIDENT MANAGEMENT (TIM) CENTER

The Traffic and Incident Management (TIM) Center plays a critical role in keeping our roadways safe and efficient. Using real-time video monitoring, advanced technology, and features like wrong-way driver detection (first piloted on 45SW Toll), the TIM Center enables quick responses to crashes, stalled vehicles, and other incidents. By streamlining coordination among emergency responders and maintenance teams, the TIM Center helps reduce delays and improve reliability for all travelers, so commuters can choose the option that works best for them in real time.

CENTRAL TEXAS CONSTRUCTION PARTNERSHIP PROGRAM

The Mobility Authority has joined forces with TxDOT, CAMPO, the City of Austin, Austin Transit Partnership, Travis County, and CapMetro to launch the Construction Partnership Program (CPP). With an unprecedented amount of infrastructure improvements planned across Central Texas over the next decade, CPP provides a framework for how agencies will coordinate efforts, communicate with the public, and keep the region moving throughout peak construction activity. The program also establishes a foundation for long-term interagency collaboration that prioritizes mobility, safety, and transparency.

STRATEGIC GOALS

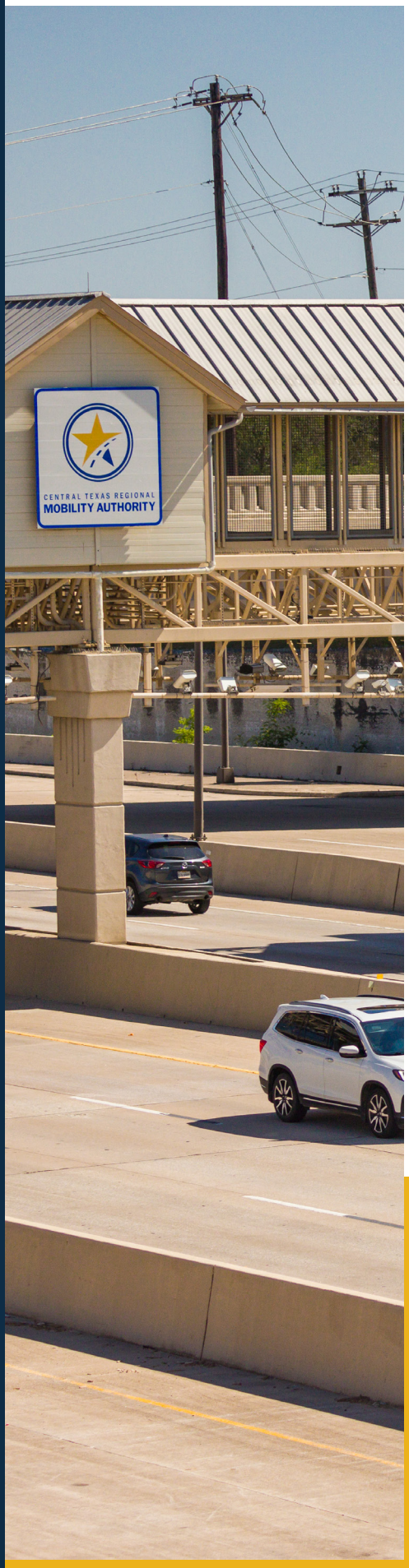
In December 2024, the Board of Directors approved an update to the Strategic Plan which will guide projects and initiatives through 2029.

Below are activities and accomplishments that align with the Board's Strategic Goals.

GOAL 1

Build, operate and maintain toll and non-toll roads that reduce congestion and connect our region in innovative and safe ways.

- Active participant in delivery of multiple Travis County projects from their 2017 and 2023 bond issues
- Assisting City of Cedar Park with Farm to Market Road 1431 innovative intersection to address forecasted congestion
- Active participant in Texas Department of Transportation (TxDOT) General Purpose Lane project on 183A Corridor, including granting usage of CTRMA right-of-way for the project
- Pursuing addition of lanes on CTRMA 183A corridor to address forecasted congestion and decline in roadway level of service
- Active monitoring of CTRMA roadways to address traffic incidents and provide support to assist travelers
- Technology enhancements at Traffic and Incident Management Center to provide software and other tolls to increase response timesManagement Center to provide software and other tolls to increase response times



GOAL 2

Develop and adhere to a system-wide Capital Plan Supporting strategies: • Continue the capital planning process and update that plan on an annual basis, working within the agency's financial constraints.

- Five-year capital plan implemented four years ago and enhanced annually
- Capital plan updated annually in accordance with Report on Roadway Conditions, the latter of which is required by bond indenture
- Annual capital plan budget addresses highest priority needs to keep the enterprise operating in good condition
- Ongoing dialogue with communities and counties on projects under study
- Safety enhancements, both technology and physical, are included in annual capital budget and long-term capital plan

GOAL 3

Implement financial strategy and policies that prioritize long-term system health and growth, a decreased reliance on debt, and good financial stewardship.

- Bond rating upgrades in each of past five years
- Robust budgeting to identify, plan, and fund for major repairs and replacement
- Set aside of reserves beyond Board policy requirements to provide for future repairs, replacement, and new projects
- Periodic development of future operations, maintenance, and capital costs for the System
- Multi-year financial forecasts incorporating revenues and expenses, including future capital needs
- Extensive assessment of projects under study for financial feasibility



GOAL 4

Maintain and enhance our strategic partnerships to advance the common goals we share with our regional partner agencies.

- Frequent collaboration with Central Texas counties and municipalities on potential future projects
- Active inter-agency meetings on transportation matters with multiple jurisdictions
- Construction Partnership Program participation
- Regular interaction with Chambers of Commerce in the region
- Inclusion of MoPac and William Cannon improvements in CTRMA capital plan to reduce congestion on TxDOT road
- Off-system improvements to Barton Skyway on MoPac (TxDOT roadway) to ease congestion
- Consideration of trail or shared use path projects and included in CTRMA capital plan priorities

GOAL 5

Make targeted decisions, plans and investment that positively impact our customers and enhance quality of life in our communities.

- Active and enhanced funding for marketing campaigns on safety, benefits of toll tags, and CTRMA brand
- Collaboration with law enforcement, both municipal and county, on inclement weather conditions and road closures
- Funding allocated in operating and capital budget to study and implement additional payment options and development of a CTRMA app as both a communications and payment means
- Recognition of Habitual Violators enforcement program as an industry leader
- Continual monitoring of customer service and collections vendor whose staff consistently scores high marks in customer surveys



STATEMENT OF NET POSITION

The Statement of Net Position presents information on the Authority's assets and liabilities with the difference reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the Mobility Authority is improving or declining.

The Mobility Authority's Net Position at June 30, 2026 was $976.7 million, an increase from $864.6 million at June 30, 2025.

Capital assets, net of accumulated depreciation and amortization, increased $35.8 million as a result of ongoing System construction projects.

It's important to note that while these capital assets add value, they cannot be sold to pay off debt. Therefore, resources to repay outstanding obligations must come from other revenue sources.

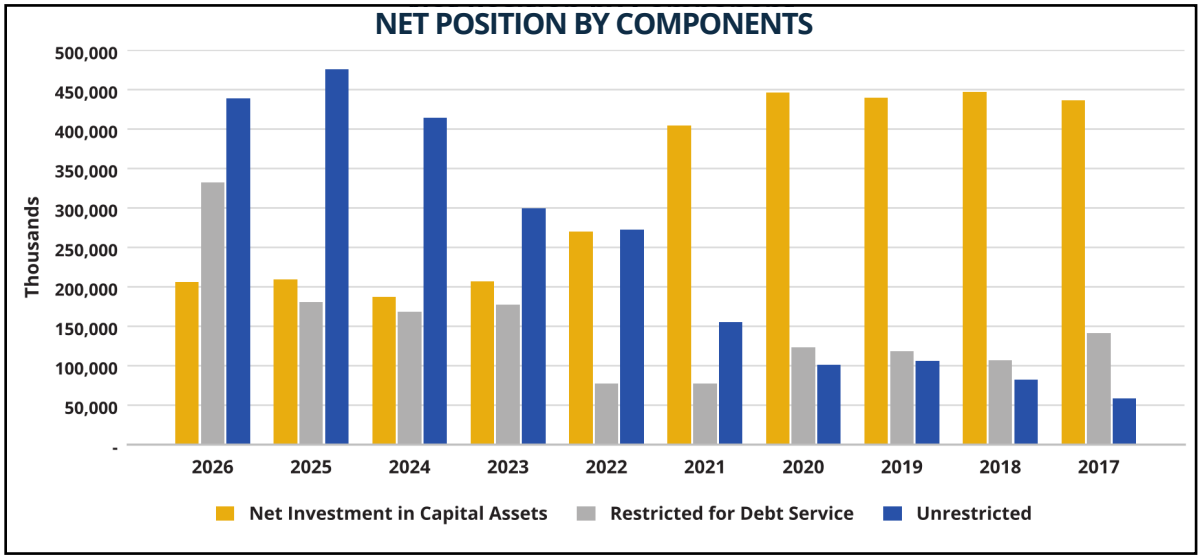


Table A-1
Summary Net Position
(In Thousands of Dollars)

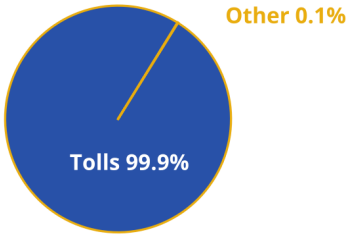
	2026	2025	Dollar Change	Percentage Change
Current Assets	$ 501,124	$ 552,948	$ (51,824)	-9%
Restricted Assets	452,313	420,313	32,000	8%
Capital Assets	2,474,562	2,438,718	35,844	1%
Total Assets	**$ 3,427,999**	**$ 3,411,979**	**$ 16,020**	**0%**
Deferred Outflows of Resources	137,110	160,332	(23,222)	-14%
Total Assets and Deferred Outflows of Resources	**$ 3,565,109**	**$ 3,572,311**	**$ (7,202)**	**0%**
Current Liabilities	94,566	127,303	(32,737)	-26%
Noncurrent Liabilities	2,492,909	2,579,878	(86,969)	-3%
Total Liabilities	**$ 2,587,475**	**$ 2,707,181**	**$ (119,706)**	**-4%**
Deferred Inflows of Resources	891	518	373	72%
Total Liabilities and Deferred Inflows of Resources	**$ 2,588,366**	**$ 2,707,699**	**$ (119,333)**	**-4%**
Net Position				
Net Investment in Capital Assets	205,734	208,831	(3,097)	-1%
Restricted for Other Purposes	332,169	180,272	151,897	84%
Unrestricted	438,840	475,510	(36,670)	-8%
Total Net Position	**$ 976,743**	**$ 864,613**	**$ 112,130**	**13%**

CHANGES IN NET POSITION

The **Statement of Revenues, Expenses and Changes** in Net Position presents the Mobility Authority's net position changes during the fiscal year. Changes in net position are reported when underlying events lead to the occurrence of the change. The increase or decrease in net position may serve as an indicator of the effect on the Mobility Authority's current year operations.

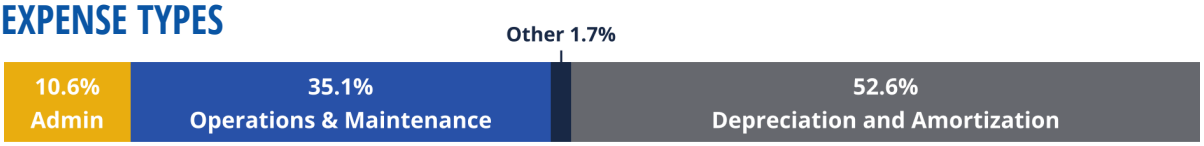
Operating revenues increased by $45.4 million in 2026 reaching $322.0 million, a 16.41% increase from 2025. Approximately 90.4% of this growth is attributed to System, mainly due to opening of the 183N Express Lanes and toll increases. Additionally, 9.6% of this growth is attributed to Non-System, mainly due to increased usage and a toll increase.

REVENUE SOURCES



Operating expenses increased by $11.2 million in 2026 reaching $146.2 million, a 8.3% rise from the prior year. Approximately 92.2% of this growth is attributed to System, while 7.8% is attributed to Non-system. The increase for both is related to growth in roadway tolling transactions which resulted in increased license plate imaging and toll collection expenses.

EXPENSE TYPES



Net nonoperating expenses increased by $17.0 million in 2026 to ($53.6) million. Approximately, 99% or ($54.0) million is attributable to the System, and 1% or $386.9 thousand is related to Non-System. The increase in expenses is due to a decrease in interest revenue which typically offsets nonoperating expenses, and a payment for arbitrage expense.

Table A-2
Summary Changes in Net Position
(In Thousands of Dollars)

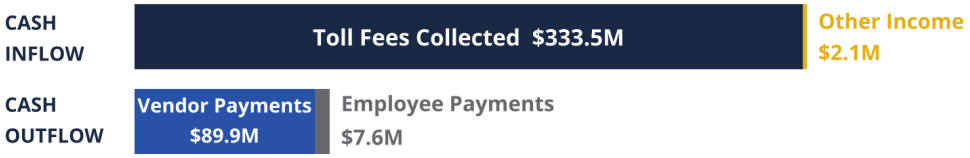
	2026	2025	Dollar Change	Percentage Change
Operating Revenues:				
Toll Revenue	$ 321,721	$ 276,380	$ 45,341	16%
Other Operating	246	203	43	21%
Total Operating Revenue	**$ 321,967**	**$ 276,583**	**$ 45,384**	**16%**
Operating Expenses:				
Administrative Expense	$ 15,469	$ 14,245	$ 1,224	9%
Operations and Maintenance	51,359	44,750	6,609	15%
Other Operating Expense	2,513	11,039	(8,526)	-77%
Depreciation and Amortization	76,869	64,957	11,912	18%
Total Operating Expenses	**$ 146,210**	**$ 134,991**	**$ 11,219**	**8%**
Operating Income	**$ 175,757**	**$ 141,592**	**$ 34,165**	**24%**
Noncapital Subsidies:				
CAMPO RIF contribution	$ (10,000)	$ (10,000)	$ -	0%
Operating Income and non capital subsidies	**$ 165,757**	**$ 131,592**	**$ 34,165**	**26%**
Other Nonoperating revenue (expense):				
Net Nonoperating revenue (expense)	$ (53,627)	$ (36,589)	$ (17,038)	47%
Capital Grants and Contributions	-	595	(595)	-100%
Income before unusual or infrequent items	**$ 112,130**	**$ 95,598**	**$ 16,532**	**17%**
Fund Net Position - beginning of period	864,613	769,015	95,598	12%
Fund Net Positon - ending of period	**$ 976,743**	**$ 864,613**	**$ 112,130**	**13%**

STATEMENT OF CASH FLOWS

The **Statement of Cash Flows** summarizes the Mobility Authority's cash flows into three categories as applicable: 1) cash flows from operating activities, 2) cash flows from capital and related financing activities and 3) cash flows from investing activities.

OPERATING ACTIVITIES

The Mobility Authority generated $238.1 million in net cash from its day-to-day operations.



CAPITAL & RELATED FINANCING ACTIVITIES

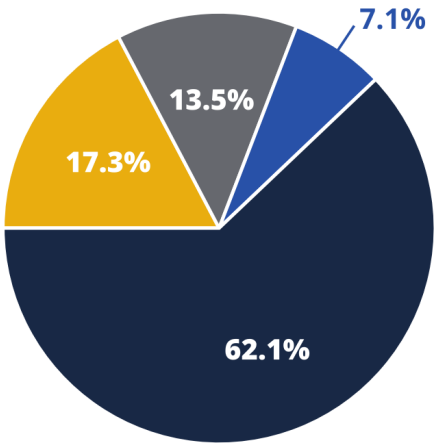
The Mobility Authority spent $267.0 million on capital projects and financing, reflecting ongoing infrastructure investment.

Interest Payments

Capital Asset Purchases

Construction in Progress

Debt Repayments



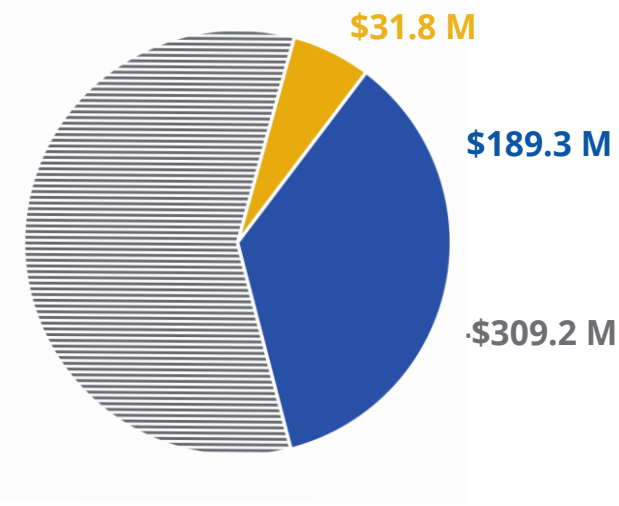
INVESTING ACTIVITES

The Mobility Authority gained $221.1 million from its investment activities.

Interest Income

Proceeds from sales or maturity of investments

Purchase of Investments



STATEMENT OF CASH FLOWS (CONT.)

	System	Non-System	Business-Type Activities Total
Cash flows from operating activities:			
Receipts from toll fees	$ 303,239,430	$ 30,304,961	$ 333,544,391
Receipts from other income	2,076,568	-	2,076,568
Payments to vendors	(85,259,802)	(4,680,416)	(89,940,218)
Payments to employees	(7,552,471)	-	(7,552,471)
Net cash flows provided by operating activities	**$ 212,503,725**	**$ 25,624,545**	**$ 238,128,270**
Cash flows Noncapital Financing Sources:			
RIF Contribution	$ -	$ (10,000,000)	$ (10,000,000)
Net cash flows used by noncapital financing activities	**$ -**	**$ (10,000,000)**	**$ (10,000,000)**
Cash flows from capital and related financing activities:			
Payments on interest	$ (89,087,151)	$ (702,390)	$ (89,789,541)
Payments on obligations	(321,014,612)	(1,400,000)	(322,414,612)
Proceeds from Other Financing Sources	254,692,026	-	254,692,026
Bond Issuance Expense	(2,513,349)	-	(2,513,349)
Payments for capital assets	(69,722,289)	(539,022)	(70,261,311)
Payments for construction in progress	(35,771,160)	(988,037)	(36,759,197)
Net cash flows used in capital and related financing activities	**$ (263,416,535)**	**$ (3,629,449)**	**$ (267,045,984)**
Cash flows from investing activities:			
Interest income	$ 30,716,192	$ 1,066,894	$ 31,783,086
Purchase of investments	(309,245,948)	-	(309,245,948)
Proceeds from sale or maturity of investments	189,277,043	-	189,277,043
Net cash flows provided by investing activities	**$ (89,252,713)**	**$ 1,066,894**	**$ (88,185,819)**
Net decrease in cash and cash equivalents	**$ (140,165,523)**	**$ 13,061,990**	**$ (127,103,533)**
Cash and cash equivalents at beginning of year	722,895,000	28,019,094	750,914,094
Cash and cash equivalents at end of year	**$ 582,729,477**	**$ 41,081,084**	**$ 623,810,561**
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	$ 156,118,537	$ 19,638,992	$ 175,757,529
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	70,526,995	6,342,030	76,869,025
Bad Debt	7,294,227	1,655,019	8,949,246
Miscellaneous nonoperating income	424,525	-	424,525
Changes in assets and liabilities:			
(Increase)/Decrease accounts receivables and due from other governments	5,289,196	(2,415,059)	2,874,137
Increase in prepaid expenses and other assets	(79,219)	-	(79,219)
Decrease in accounts payable	(27,582,467)	(190,101)	(27,772,568)
Increase in accrued expenses	887,230	593,664	1,480,894
Increase in deferred inflows/outflows pension & OPEB	(375,299)	-	(375,299)
Total adjustments	**$ 56,385,188**	**$ 5,985,553**	**$ 62,370,741**
Net cash flows provided by operating activities	**$ 212,503,725**	**$ 25,624,545**	**$ 238,128,270**
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	$ 263,626,242	$ 37,843,770	$ 301,470,012
Restricted cash and cash equivalents: Current	73,080,171	2,900,106	75,980,277
Restricted cash and cash equivalents: Noncurrent	246,023,064	337,208	246,360,272
Total	**$ 582,729,477**	**$ 41,081,084**	**$ 623,810,561**
Supplemental schedule of noncash investing, capital and financing activities:			
Accretion on capital appreciation bonds	$ 7,493,596	$ -	$ 7,493,596
Accretion on TIFIA bonds	5,107,424	-	5,107,424
Increase / (decrease) in deferred outflow of resources	(23,661,522)	-	(23,661,522)
Increase / (decrease) in deferred inflow of resources	42,561	-	42,561

See accompanying Notes to the Financial Statements.

LONG TERM DEBT

The Mobility Authority funds major transportation projects by issuing bonds and taking out loans. **At the end of FY 2026, the Mobility Authority had $2.53 billion in outstanding debt.**

Ratio of Outstanding Debt by Type



Year	Revenue Bonds	Bond Discount / (Premium)	TIFIA Notes	Mopac Loan	TxDOT 71E Loan	Total Debt Amount	Annual Vehicle Transactions	Debt Per Transaction	Debt Per Capita
2017	1,193,555	105,961	-	-	65,000	1,364,516	82,037	16.63	0.68
2018	1,266,803	95,290	-	17,000	62,332	1,441,425	99,376	14.50	0.69
2019	1,572,053	90,081	50	24,991	60,728	1,747,903	110,099	15.88	0.72
2020	1,624,949	90,502	52	24,991	58,482	1,798,976	111,173	16.18	0.73
2021	1,624,949	90,502	52	24,991	58,482	1,798,976	126,035	14.27	0.74
2022	2,102,362	216,398	351,304	24,991	55,077	2,750,132	185,694	14.81	0.82
2023	2,082,418	198,031	359,043	24,691	51,918	2,716,101	204,585	13.28	0.80
2024	2,055,207	180,544	363,443	23,766	47,253	2,670,213	212,355	12.57	0.78
2025	1,913,362	164,545	470,156	22,491	42,433	2,612,987	226,046	11.56	0.75
2026	1,580,755	163,726	724,848	21,091	37,353	2,527,773	257,520	9.82	0.79

Note: Details on the Authority's outstanding debt can be found in the notes to the financial statements.

There are no plans to issue long-term municipal bonds in the current year or for calendar year 2027 for new projects or to refinance debt outstanding. The current municipal market rate environment is not conducive to either, nor are there any pressing financing needs for the new projects that are under study. Although this has yet to be determined by staff and the Board, towards the end of calendar year 2027 the Mobility Authority may consider interim financing through a short-term bank loan as a bridge source of funding for one or more of the projects currently under study should the Board approve to do move forward with those projects. Should market conditions unexpectedly change and opportunities arise, the Mobility Authority may issue refunding bonds.

BOND RATINGS

Moody's Investor Services assessed the Mobility Authority's bonds and gave a rating of A1 to both the senior lien revenue bonds and the subordinate lien TIFIA bonds and gave an A2 rating to the subordinate lien revenue bonds. S&P Global Ratings has assigned an A+ rating to the CTRMA System's senior lien revenue bonds and subordinate lien TIFIA bonds and an A rating to the System's subordinate lien revenue bonds.

FUTURE FINANCIAL PLANNING

The Board of Directors adopted the fiscal year 2027 budget on June 24, 2026. The $222.4 million budget was developed in accordance with the practices set forth in the provisions of the Mobility Authority's Policy Code. These practices follow the Generally Accepted Accounting Principles (GAAP) for an enterprise fund on an accrual basis.

This balanced budget reflects the needs, values, and vision of the communities the Mobility Authority serves. As we move forward, we remain committed to staying connected with our neighbors and delivering transportation solutions that serve commuters both today and in the future.

To view the full budget, please visit the Mobility Authority's website.

FY 2027 BUDGET EXPENSES (BY CATEGORY)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

3300 NORTH IH-35, SUITE 300
AUSTIN, TX 78705
MOBILITYAUTHORITY.COM



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #7

Accept the unaudited financial statements for September 2026

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

Project Description/Background: Presentation and acceptance of the unaudited financial statements for September 2026.

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

Financing: N/A

Action requested/Staff Recommendation: Accept the audited financial statements for September 2026.

Backup provided: Draft Resolution
Draft unaudited financial statements for September 2026

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

RESOLUTION NO. 26-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR SEPTEMBER 2026

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 September 2026 and has caused financial statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the unaudited financial statements for September 2026, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending September 30, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	246,226,700	62,713,335	25.47%	53,397,554
Video Tolls	52,613,100	16,479,217	31.32%	13,615,041
Fee Revenue	14,988,200	3,194,547	21.31%	3,719,649
Total Operating Revenue	**313,828,000**	**82,387,100**	**26.25%**	**70,732,244**
Other Revenue				
Interest Income	23,286,000	6,364,794	27.33%	6,213,779
Miscellaneous Revenue	175,000	-	-	31
Headquarters Rent Revenue	-	-	-	101,677
Gain/Loss on Investments	-	33,500	-	-
Total Other Revenue	**23,461,000**	**6,398,294**	**27.27%**	**6,315,487**
TOTAL REVENUE	**337,289,000**	**88,785,394**	**26.32%**	**77,047,731**
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	6,477,085	1,008,087	15.56%	985,377
Salary Reserve	80,000	-	-	-
TCDRS	1,298,267	181,852	14.01%	177,768
FICA	328,812	51,095	15.54%	49,493
FICA MED	89,272	14,472	16.21%	14,145
Health Insurance Expense	1,061,965	166,038	15.63%	138,044
Life Insurance Expense	5,264	833	15.83%	677
Auto Allowance Expense	10,200	2,210	21.67%	2,253
Other Benefits	301,006	23,813	7.91%	26,579
Unemployment Taxes	7,740	-	-	235
Total Salaries and Benefits	**9,659,611**	**1,448,401**	**14.99%**	**1,394,572**
Administrative				
Administrative and Office Expenses				
Accounting	10,000	2,584	25.84%	2,414
Auditing	227,000	70,000	30.84%	95,000
Financial Advisors	180,000	36,000	20.00%	54,000
Human Resources	100,000	(1,132)	-1.13%	185
Legal	30,000	590	1.97%	-
IT Services	550,000	51,970	9.45%	66,629
Software Licenses	2,198,150	2,096,233	95.36%	1,915,717
Cell Phones	29,300	6,288	21.46%	8,048
Local Telephone Service	600	119	19.81%	115

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending September 30, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Overnight Delivery Services	250	13	5.11%	95
Copy Machine	15,300	1,025	6.70%	3,816
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	1,058	6.32%	4,132
Toll Tag Expense	3,000	-	-	-
Parking / Local Ride Share	2,350	18	0.77%	40
Mileage Reimbursement	6,100	482	7.90%	266
Insurance Expense	2,001,000	349,100	17.45%	288,758
Rent Expense	537,000	323,127	60.17%	235,572
Building Parking	2,150	-	-	-
Total Legal Services	504,000	-	-	-
Total Administrative and Office Expenses	**6,425,450**	**2,937,475**	**45.72%**	**2,674,787**
Office Supplies				
Books and Publications	4,750	894	18.82%	894
Office Supplies	6,050	1,492	24.67%	973
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	274,450	85,414	31.12%	179,308
Copy Supplies	500	-	-	-
Other Reports - Printing	500	-	-	-
Office Supplies - Printed	5,500	2,583	46.96%	934
Postage Expense	1,150	621	54.01%	307
Total Office Supplies	**297,400**	**91,004**	**30.60%**	**182,416**
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	180,000	5,993	3.33%	15,801
Research Services	100,000	30,710	30.71%	-
Communications and Marketing	675,000	65,087	9.64%	181,486
Media Planning and Placement	1,300,000	358,763	27.60%	25,012
Direct Mail Production	45,000	-	-	-
TV and Video Production	250,000	-	-	7,463
Photography	25,000	-	-	345
Radio Production	50,000	-	-	-
Other Public Relations	20,000	-	-	-
Promotional Items	30,000	(4,600)	-15.33%	8,096
Printing	50,000	-	-	-
Other Communication Expenses	50,000	38,824	77.65%	14,593
Total Communications and Public Relations	**2,850,000**	**494,777**	**17.36%**	**252,796**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending September 30, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Employee Development				
Subscriptions	250	-	-	139
Agency Memberships	89,300	5,050	5.66%	259
Continuing Education	16,000	500	3.13%	-
Professional Development	44,570	2,864	6.43%	3,121
Other Licenses	2,000	-	-	-
Seminars and Conferences	67,500	7,495	11.10%	9,250
Travel	129,000	11,967	9.28%	16,697
Total Employee Development	**348,620**	**27,876**	**8.00%**	**29,466**
Financing and Banking Fees				
Trustee Fees	60,000	21,000	35.00%	31,500
Bank Fee Expense	12,000	2,386	19.89%	2,663
Continuing Disclosure	5,000	-	-	-
Arbitrage Rebate Calculation	20,000	-	-	19,800
Rating Agency Expense	50,000	47,500	95.00%	35,000
Total Financing and Banking Fees	**147,000**	**70,886**	**48.22%**	**88,963**
Total Administrative	**10,068,470**	**3,622,018**	**35.97%**	**3,228,429**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	1,105,506	429,422	38.84%	281,038
GEC 2.1 Program Funding Support	331,030	81,718	24.69%	54,650
GEC-Toll Ops Support	1,106,400	225,258	20.36%	299,232
GEC-Roadway Ops Support	2,089,291	212,275	10.16%	352,865
GEC-Technology Support	759,867	161,522	21.26%	132,896
GEC-Public Information Support	250,000	81,796	32.72%	69,130
GEC-General Support	4,836,943	1,022,922	21.15%	473,639
General System Consultant	1,955,840	340,843	17.43%	472,157
Traffic Modeling	121,322	1,538	1.27%	-
Traffic and Revenue Consultant	2,305,000	53,534	2.32%	158,650
Total Operations and Maintenance Consulting	**14,861,199**	**2,610,828**	**17.57%**	**2,294,257**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending September 30, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	6,828,857	759,433	11.12%	473,286
Landscape Maintenance	3,780,357	578,683	15.31%	375,134
Maintenance Supplies-Roadway	379,581	-	-	450
Tools and Equipment Expense	95,000	638	0.67%	4,317
Gasoline	30,000	4,757	15.86%	3,487
Repair and Maintenance - Vehicles	10,000	1,763	17.63%	1,784
Natural Gas	-	1,659	-	284
Electricity - Roadways	400,363	59,213	14.79%	51,785
Total Roadway Operations and Maintenance	**11,524,158**	**1,406,146**	**12.20%**	**910,528**
Toll Processing and Collection Expense				
Image Processing	2,416,754	679,480	28.12%	538,649
Tag Collection Fees	16,374,413	4,167,538	25.45%	3,625,755
Court Enforcement Costs	75,000	135	0.18%	-
PBM Incentive	240,000	-	-	-
Total Processing and Collection Expense	**19,106,167**	**4,847,153**	**25.37%**	**4,164,403**
Toll Operations Expense				
Generator Fuel	5,500	241	4.38%	1,578
Fire and Burglar Alarm	500	123	24.67%	123
Refuse	3,000	824	27.47%	541
Telecommunications	160,000	27,364	17.10%	29,433
Water - Irrigation	9,500	814	8.56%	2,341
ETC Spare Parts Expense	350,000	-	-	99,780
Repair and Maintenance Toll Equipment	200,000	-	-	5,004
Law Enforcement	1,299,680	231,925	17.84%	124,704
ETC Maintenance Contract	5,772,000	36,826	0.64%	421,289
Transaction Processing Maintenance Contract	2,254,000	177,984	7.90%	176,130
ETC Toll Management Center Sys Operation	753,600	335,920	44.58%	362,831
ETC Development	550,000	22,615	4.11%	29,360
ETC Testing	200,000	-	-	-
Total Toll Operations Expense	**11,557,780**	**834,636**	**7.22%**	**1,253,115**
Total Operations and Maintenance	**57,049,304**	**9,698,762**	**17.00%**	**8,622,303**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending September 30, 2026

	System Budget Amount FY 2027	System Year to Date	Percent of Budget	System Prior Year to Date
Other Expenses				
Special Projects and Contingencies				
HERO	1,790,623	414,108	23.13%	639,939
Special Projects	100,000	275	0.27%	-
71 Express Interest Expense	1,355,000	340,821	25.15%	387,173
Customer Relations	12,000	-	-	-
Technology Initiatives	200,000	-	-	-
Other Contractual Services	250,000	33,750	13.50%	40,500
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	**3,907,623**	**788,954**	**20.19%**	**1,067,612**
TOTAL OPERATING EXPENSE	**80,685,008**	**15,558,136**	**19.28%**	**14,312,916**
Income before Non-Cash Expense	**256,603,992**	**73,227,258**	**28.54%**	**62,734,815**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,500,000	353,466	23.56%	353,466
Amortization Expense - RTU Asset - Leases	-	-	-	128,688
Amortization Expense - Refundings	8,600,000	1,787,409	20.78%	1,638,348
Total Amortization Expense	**10,100,000**	**2,140,875**	**21.20%**	**2,120,502**
Depreciation Expense				
Depreciation Expense - Equipment	28,000	6,510	23.25%	6,510
Depreciation Expense - Autos and Trucks	26,000	8,719	33.54%	3,451
Depreciation Expense - Building & Toll Facility	200,000	44,187	22.09%	44,187
Depreciation Expense - Highways and Bridges	70,000,000	16,157,360	23.08%	13,201,334
Depreciation Expense - Toll Equipment	4,000,000	929,068	23.23%	1,085,375
Depreciation Expense - Signs	800,000	159,851	19.98%	159,851
Depreciation Expense - Land Improvements	700,000	135,581	19.37%	135,581
Total Depreciation Expense	**75,754,000**	**17,441,276**	**23.02%**	**14,636,289**
TOTAL NON-CASH EXPENSE	**85,854,000**	**19,582,150**	**22.81%**	**16,756,791**
Operating Income	**170,749,992**	**53,645,108**	**31.42%**	**45,978,024**
Non-Operating Expenses				
Interest Expense - Debt Obligations	82,952,721	18,792,370	22.65%	20,287,712
Headquarters Expenses	500,000	61,431	12.29%	87,213
Community Initiatives	600,000	-	-	258
Total Non-Operating Expenses	**84,052,721**	**18,853,440**	**22.43%**	**20,375,183**
TOTAL EXPENSES	**250,591,729**	**53,993,726**	**21.55%**	**51,444,889**
Net Income	**86,697,271**	**34,791,668**	**40.13%**	**25,602,841**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending September 30, 2026

	MoPac Budget Amount FY 2027	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	24,545,600	7,246,049	29.52%	5,305,406
Video Tolls	4,574,700	1,735,558	37.94%	1,084,659
Fee Revenue	441,200	97,374	22.07%	113,783
Total Operating Revenue	**29,561,500**	**9,078,981**	**30.71%**	**6,503,848**
Other Revenue				
Interest Income	825,000	279,703	33.90%	291,726
Total Other Revenue	**825,000**	**279,703**	**33.90%**	**291,726**
TOTAL REVENUE	**30,386,500**	**9,358,684**	**30.80%**	**6,795,574**
EXPENSES				
Administrative				
Administrative and Office Expenses				
Software Licenses	44,000	3,000	6.82%	-
Total Administrative and Office Expenses	**44,000**	**3,000**	6.82%	**-**
Office Supplies				
Computer Supplies	77,000	-	-	-
Total Office Supplies	**77,000**	**-**	**-**	**-**
Financing and Banking Fees				
Bank Fee Expense	-	125	-	123
Total Financing and Banking Fees	**-**	**125**	**-**	**123**
Total Administrative	**121,000**	**3,125**	**2.58%**	**123**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	41,694	90,992	218.24%	37,111
GEC 2.1 Program Funding Support	28,970	15,066	52.00%	7,602
GEC-Toll Ops Support	33,600	5,596	16.66%	11,585
GEC-Roadway Ops Support	87,609	46,873	53.50%	18,578
GEC-Technology Support	57,933	26,914	46.46%	26,779
GEC-General Support	806,157	47,267	5.86%	42,178
General System Consultant	48,160	18,097	37.58%	31,709
Traffic Modeling	3,678	308	8.37%	-
Traffic and Revenue Consultant	-	23,315	-	59,386
Total Operations and Maintenance Consulting	**1,107,801**	**274,427**	**24.77%**	**234,928**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending September 30, 2026

	MoPac Budget Amount FY 2027	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	367,348	175,035	47.65%	(18,873)
Landscape Maintenance	363,375	103,828	28.57%	45,686
Maintenance Supplies-Roadway	20,419	-	-	-
Natural Gas	12,000	2,435	20.30%	1,771
Electricity - Roadways	12,137	4,617	38.04%	4,192
Total Roadway Operations and Maintenance	**775,279**	**285,916**	**36.88%**	**32,777**
Toll Processing and Collection Expense				
Image Processing	100,698	52,780	52.41%	-
Tag Collection Fees	682,267	311,759	45.69%	247,471
PBM Incentive	10,000	-	-	-
Total Processing and Collection Expense	**792,965**	**364,539**	**45.97%**	**247,471**
Toll Operations Expense				
Law Enforcement	33,320	-	-	-
ETC Maintenance Contract	1,628,000	-	-	76,283
Transaction Processing Maintenance Contract	46,000	7,416	16.12%	9,270
ETC Toll Management Center System Operation	31,400	-	-	26,910
Total Toll Operations Expense	**1,738,720**	**7,416**	**-**	**112,932**
Total Operations and Maintenance	**4,414,765**	**932,298**	**21.12%**	**628,107**
Other Expenses				
Special Projects and Contingencies				
HERO	74,609	52,200	69.96%	34,800
Customer Relations	500	-	-	-
Total Special Projects and Contingencies	**75,109**	**52,200**	**-**	**34,800**
TOTAL OPERATING EXPENSE	**4,610,874**	**987,624**	**21.42%**	**663,030**
Income before Non-Cash Expense	**25,775,626**	**8,371,060**	**32.48%**	**6,132,545**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	17,000	4,248	24.99%	4,248
Total Amortization Expense	**17,000**	**4,248**	24.99%	**4,248**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending September 30, 2026

	MoPac Budget Amount FY 2027	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Depreciation Expense				
Depreciation Expense - Highways and Bridges	6,000,000	1,371,126	22.85%	1,366,246
Depreciation Expense - Toll Equipment	1,000,000	224,344	22.43%	109,697
Depreciation Expense - Signs	32,000	7,138	22.30%	7,138
Total Depreciation Expense	**7,032,000**	**1,602,608**	**22.79%**	**1,483,080**
TOTAL NON-CASH EXPENSE	**7,049,000**	**1,606,856**	**22.80%**	**1,487,328**
Operating Income	**18,726,626**	**6,764,204**	**36.12%**	**4,645,216**
Non-Operating Expenses				
Interest Expense - Debt Obligations	655,626	159,209	24.28%	171,399
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Total Non-Operating Expenses	**10,655,626**	**10,159,209**	**95.34%**	**10,171,399**
TOTAL EXPENSES	**22,315,500**	**12,753,689**	**57.15%**	**12,321,757**
Net Income	**8,071,000**	**(3,395,005)**	**-42.06%**	**(5,526,182)**

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2026

	System as of 9/30/26	MoPac as of 9/30/26	Consolidated as of 9/30/26	Consolidated as of 9/30/25
ASSETS				
Current Assets				
Cash				
Regions Operating Account	214,263	-	214,263	410,598
Cash in TexStar	598,988	-	598,988	2,740,049
Regions Payroll Account	373,823	-	373,823	121,712
Restricted Cash				
Goldman Sachs	254,971,663	-	254,971,663	411,099,041
Restricted Cash - TexSTAR	9,036,631	-	9,036,631	25,174,315
Treasury SLGS	72,228,593	-	72,228,593	153,490,818
Non-System Cash				
MoPac Operating Account	-	6,955	6,955	5,092
MoPac - Goldman Sachs	-	6,424,071	6,424,071	20,249,124
Headquarters Operating Account	3,357	-	3,357	3,357
Headquarters Security Deposits	-	-	-	28,899
Headquarters Property Management	9,371	-	9,371	178,481
Total Cash and Cash Equivalents	**337,436,689**	**6,431,026**	**343,867,715**	**613,501,486**
Accounts Receivables				
Accounts Receivable - Net	16,612,411	1,872,134	18,484,545	13,747,864
Due From Other Agencies	591,097	-	591,097	249,172
Due From NTTA	3,320,863	-	3,320,863	2,843,632
Due From HCTRA	18,744,376	-	18,744,376	16,357,100
Due From TxDOT	-	-	-	5,867,914
Due From Other Funds	-	2,319,489	2,319,489	2,954,322
Interest Receivable	1,016,459	-	1,016,459	1,065,508
Total Receivables	**41,552,705**	**4,300,808**	**45,853,514**	**43,404,053**
Short Term Investments				
Treasuries	208,867,294	-	208,867,294	74,990,374
Agencies	338,789,976	30,000,000	368,789,976	194,688,360
Total Short Term Investments	**547,657,270**	**30,000,000**	**577,657,270**	**269,678,734**
Total Current Assets	**926,646,665**	**40,731,834**	**967,378,499**	**926,584,272**
Capital Assets				
Non-Depreciable Assets				
Construction in Progress	89,872,420	1,631,356	91,503,776	478,085,078
Land	972,235	-	972,235	972,235
Right of Way	89,623,374	-	89,623,374	88,149,606

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2026

	System as of 9/30/26	MoPac as of 9/30/26	Consolidated as of 9/30/26	Consolidated as of 9/30/25
Depreciable Assets - Net Depreciation and Amortization				
Equipment	93,313	-	93,313	119,355
Autos and Trucks	216,025	-	216,025	88,781
Buildings and Toll Facilities	3,655,531	-	3,655,531	3,832,278
Highways and Bridges	2,065,425,816	174,503,752	2,239,929,568	1,839,552,861
Toll Equipment	22,407,738	2,639,243	25,046,981	27,064,869
Signs	9,673,044	131,037	9,804,081	10,472,034
Land Improvements	3,524,202	-	3,524,202	4,066,525
Intangible Assets				
Intangible Software	2,705,976	32,522	2,738,498	4,169,354
Right to Use Assets				
Leases	-	-	-	300,272
Total Capital Assets	**2,288,169,674**	**178,937,909**	**2,467,107,583**	**2,456,873,248**
Other Assets				
Intangible Assets-Net	134,010,738	-	134,010,738	157,548,125
Prepaid Insurance	1,602,099	-	1,602,099	6
Deferred Outflows (Pension & OPEB related)	1,750,759	-	1,750,759	2,023,955
Total Other Assets	**137,363,595**	**-**	**137,363,595**	**159,572,085**
Total Assets	**3,352,179,934**	**219,669,743**	**3,571,849,677**	**3,543,029,606**
LIABILITIES				
Current Liabilities				
Accounts Payable	10,716,770	669,152	11,385,923	17,779,965
Headquarters Security Deposits Payable	-	-	-	28,897
Interest Payable	17,106,769	159,209	17,265,978	22,554,242
Due to Other Funds	2,225,002	94,487	2,319,489	2,954,469
TCDRS Payable	95,605	-	95,605	96,530
Medical Reimbursement Payable	90	-	90	-
Due to other Agencies	18,014	-	18,014	6,971
Due to HCTRA	1,207,329	-	1,207,329	1,078,212
71E TxDOT Obligation - Short Term	896,508	-	896,508	1,018,432
Total Current Liabilities	**32,266,088**	**922,849**	**33,188,937**	**45,532,148**
Long Term Liabilities				
Compensated Absences	890,880	-	890,880	864,323
Right to Use Obligations - Lease	-	-	-	410,575
Deferred Inflow - Lease	-	-	-	335,336
Deferred Inflows (Pension & OPEB related)	1,329,524	-	1,329,524	1,060,679
Pension & OPEB Liability	700,721	-	700,721	1,618,061
Long Term Payables	**2,921,125**	**-**	**2,921,125**	**4,288,974**

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2026

	System as of 9/30/26	MoPac as of 9/30/26	Consolidated as of 9/30/26	Consolidated as of 9/30/25
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	97,968,434	-	97,968,434	102,160,643
Senior Lien Revenue Bonds 2011	-	-	-	2,790,377
Senior Lien Revenue Bonds 2015	-	-	-	9,000,000
Senior Lien Refunding Revenue Bonds 2016	28,090,000	-	28,090,000	42,940,000
Senior Lien Revenue Bonds 2018	42,300,000	-	42,300,000	42,261,375
Senior Lien Revenue Bonds 2020A	49,135,000	-	49,135,000	50,265,000
Senior Lien Refunding Bonds 2020B	52,880,000	-	52,880,000	53,610,000
Senior Lien Refunding Bonds 2020C	76,955,000	-	76,955,000	128,105,000
Senior Lien Revenue Bonds 2020E	167,160,000	-	167,160,000	167,160,000
Senior Lien Revenue Bonds 2021B	255,075,000	-	255,075,000	255,075,000
Senior Lien Refunding Bonds 2021D	272,575,000	-	272,575,000	273,125,000
Senior Lien Refunding Bonds 2021E	238,415,000	-	238,415,000	326,360,000
Senior Lien Refunding Bonds 2025A	105,115,000	-	105,115,000	-
Senior Lien Premium 2016 Revenue Bonds	3,945,555	-	3,945,555	5,451,697
Senior Lien Revenue Bond Premium 2018	2,065,258	-	2,065,258	2,298,145
Senior Lien Revenue Bond Premium 2020A	10,220,357	-	10,220,357	10,566,309
Senior Lien Refunding Bond Premium 2020B	9,497,586	-	9,497,586	10,032,661
Senior Lien Revenue Bonds Premium 2020E	18,565,529	-	18,565,529	20,280,916
Senior Lien Revenue Bonds Premium 2021B	50,157,663	-	50,157,663	51,318,051
Senior Lien Refunding Bonds Premium 2021D	40,754,621	-	40,754,621	42,223,158
Senior Lien Refunding Bonds Premium 2025A	10,626,691	-	10,626,691	-
Total Senior Lien Revenue Bonds	**1,531,501,694**	**-**	**1,531,501,694**	**1,595,023,332**
Sub Lien Revenue Bonds:				
Subordinate Lien Refunding Bonds 2016	-	-	-	66,285,000
Subordinate Lien Refunding Bonds 2020D	37,285,000	-	37,285,000	89,345,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	-	61,570,000	61,570,000
Subordinate Lien Refunding Bonds 2025B	97,470,000	-	97,470,000	-
Subordinate Lien BANs 2021C	-	-	-	244,185,000
Subordinate Refunding 2016 Premium	-	-	-	3,413,931
Subordinate Lien Refunding Premium 2020G	5,451,339	-	5,451,339	5,855,311
Subordinate Lien BANS 2021C Premium	-	-	-	9,514,597
Subordinate Lien Refunding 2025B Premium	10,769,482	-	10,769,482	-
Total Sub Lien Revenue Bonds	**212,545,822**	**-**	**212,545,822**	**480,168,839**

Central Texas Regional Mobility Authority
Balance Sheet
as of September 30, 2026

	System as of 9/30/26	MoPac as of 9/30/26	Consolidated as of 9/30/26	Consolidated as of 9/30/25
Other Obligations				
TIFIA Note 2021A - 183S	321,599,414	-	321,599,414	322,001,852
TIFIA Note 2021A - 290E	41,088,581	-	41,088,581	41,088,581
TIFIA Note 2021A - 183A Phase III	110,081,576	-	110,081,576	106,712,890
TIFIA Note 2021F - 183N	253,838,935	-	253,838,935	-
71E TxDOT Obligation - Long Term	37,352,789	-	37,352,789	42,432,738
Regions 2022 MoPac Loan	-	19,590,900	19,590,900	21,090,900
Total Other Obligations	**763,961,296**	**19,590,900**	**783,552,196**	**533,326,962**
Total Long Term Liabilities	**2,510,929,936**	**19,590,900**	**2,530,520,836**	**2,612,808,108**
Total Liabilities	**2,543,196,024**	**20,513,749**	**2,563,709,773**	**2,658,340,256**
NET ASSETS				
Net Assets Beginning	774,192,242	202,550,999	976,743,242	864,612,691
Current Year Operations	34,791,668	(3,395,005)	31,396,663	20,076,659
Total Net Assets	**808,983,910**	**199,155,994**	**1,008,139,905**	**884,689,350**
Total Liabilities and Net Assets	**3,352,179,934**	**219,669,743**	**3,571,849,677**	**3,543,029,606**

Statement of Cash Flows
For the Month Ending September 30, 2026

	System	MoPac	Consolidated Total
Cash flows from operating activities:			
Receipts from toll fees	$ 77,420,013	$ 8,583,243	$ 86,003,256
Payments to vendors	(21,687,594)	(1,381,370)	(23,068,964)
Payments to employees	(1,501,929)	-	(1,501,929)
Net cash flows provided by operating activities	**$ 54,230,490**	**$ 7,201,873**	**$ 61,432,363**
Cash flows noncapital financing activities:			
RIF Contribution	$ -	$ 10,000,000	$ 10,000,000
Net cash flows used by noncapital financing activities	**$ -**	**$ 10,000,000**	**$ 10,000,000**
Cash flows from capital and related financing activities:			
Payments on interest	$ (37,231,036)	$ (337,208)	$ (37,568,244)
Payments on obligations	-	(11,500,000)	(11,500,000)
Proceeds from Other Financing Sources	1,760,572	-	1,760,572
Payments for construction in progress	(11,652,775)	(294,426)	(11,947,201)
Net cash flows used in capital and related financing activities	**$ (47,123,239)**	**$ (12,131,634)**	**$ (59,254,873)**
Cash flows from investing activities:			
Interest income	$ 5,998,573	$ 279,703	$ 6,278,276
Purchase of investments	(333,398,608)	(30,000,000)	(363,398,608)
Proceeds from sale or maturity of investments	75,000,000	-	75,000,000
Net cash flows provided by investing activities	**$ (252,400,035)**	**$ (29,720,297)**	**$ (282,120,332)**
Net decrease in cash and cash equivalents	**$ (245,292,784)**	**$ (34,650,058)**	**$ (279,942,842)**
Cash and cash equivalents at beginning of year	582,729,477	41,081,084	623,810,561
Cash and cash equivalents at end of year	**$ 337,436,693**	**$ 6,431,026**	**$ 343,867,719**
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	$ 53,645,108	$ 6,764,204	$ 60,409,312
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	19,582,150	1,606,856	21,189,006
Bad Debt	(1,919,544)	114,122	(1,805,422)
Gain/Loss fair value investments	(33,500)	-	(33,500)
Changes in assets and liabilities:			
(Increase)/Decrease accounts receivables and due from other governments	(3,047,543)	(609,860)	(3,657,403)
Increase in prepaid expenses and other assets	(1,249,208)	-	(1,249,208)
Increase/(Decrease) in accounts payable	(7,005,792)	(393,747)	(7,399,539)
Increase/(Decrease) in accrued expenses	(5,741,181)	(279,702)	(6,020,883)
Total adjustments	**$ 585,382**	**$ 437,669**	**$ 1,023,051**
Net cash flows provided by operating activities	**$ 54,230,490**	**$ 7,201,873**	**$ 61,432,363**
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	$ 31,387,860	$ 693,242	$ 32,081,102
Restricted cash and cash equivalents: Current	27,823,539	828,361	28,651,900
Restricted cash and cash equivalents: Noncurrent	278,225,294	4,909,423	283,134,717
Total	**$ 337,436,693**	**$ 6,431,026**	**$ 343,867,719**

CTRMA INVESTMENT REPORT
Month Ending September 30, 2026

	Balance 9/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 9/30/2026	Rate Sept 2026
Amount in Trustee TexStar							
General Fund	546,005.93	1,680.58				547,686.51	3.74%
Trustee Operating Fund	3,585,996.52	8,707.09		1,500,000.00		5,094,703.61	3.74%
Renewal and Replacement	8.70					8.70	3.74%
TxDOT Grant Fund	545,899.43	1,680.25				547,579.68	3.74%
Senior Lien Debt Service Reserve Fund	463,982.45	1,428.11				465,410.56	3.74%
2015B Senior Lien 183S Project	420,200.28	1,293.35				421,493.63	3.74%
2015C TIFIA 183S Project Account	834,794.39	2,569.47				837,363.86	3.74%
2018 290E III Senior Lien Project	1,118,940.11	3,444.03				1,122,384.14	3.74%
	7,515,827.81	20,802.88	-	1,500,000.00	-	9,036,630.69	
Amount in TexStar Operating Fund	1,544,687.98	4,300.19		3,500,000.00	4,450,000.00	598,988.17	3.74%
Goldman Sachs							
Operating Fund	1,888,707.65	20,768.93	176,940.96	-	284,223.27	1,802,194.27	3.78%
Senior Debt Service 2010	7,476,072.13	20,533.81		922,500.00		8,419,105.94	3.78%
2011 Senior Debt Service Account	9,008.81	27.23				9,036.04	3.78%
2013 Senior Debt Service Fund	47,997.34	145.10			21,693.39	26,449.05	3.78%
2013 Sub DSRF	326,148.56	1,008.48				327,157.04	3.78%
2013 Sub DSF	37,775.42	114.20				37,889.62	3.78%
2015 DSA	125,755.14	380.17				126,135.31	3.78%
2015 Series B Senior Project	2,728,070.00	8,247.24				2,736,317.24	3.78%
2015C TIFIA Project acct	4,997,401.67	15,107.68				5,012,509.35	3.78%
2016 Senior Debt Service Fund	515,673.37	1,558.94				517,232.31	3.78%
2016 Sub Debt Service Fund	1,033,481.55	3,124.32				1,036,605.87	3.78%
2016 Sub Debt Service Reserve Fund	341,728.16	1,033.08				342,761.24	3.78%
2018 290E III Senior Project	2,703,855.42	8,362.50			73,684.21	2,638,533.71	3.78%
2018 Senior Debt Service Fnd 290E III	1,107,028.14	2,746.15		267,916.67		1,377,690.96	3.78%
2020A Senior Debt Service Account	1,223,281.79	3,017.89		303,479.17		1,529,778.85	3.78%
2020B Senior Debt Service Fund	956,718.26	2,272.04		276,733.33		1,235,723.63	3.78%
2020C Sr Debt Service Fund	4,630,196.12	12,409.69		708,199.68		5,350,805.49	3.78%
2020D Sub Debt Service Reserve Fund	4,282,980.01	12,946.65				4,295,926.66	3.78%
2020D Sub Debt Sevice Fund	3,361,524.03	9,135.62		457,829.56		3,828,489.21	3.78%
2020E Senior Debt Service Account	1,245,755.11	2,380.11		618,493.23		1,866,628.45	3.78%
2020E Senior Lien Project	1,795.15	43.47	133,000.00		76,155.46	58,683.16	3.78%
2020E Senior Lien CAP I	1,290.10	3.90				1,294.00	3.78%
2020F Sub Debt Service Fund	38,759.93	117.16				38,877.09	3.78%
2020G Debt Service Reserve	4,764,589.63	14,402.47				4,778,992.10	3.78%
2020G Debt Service Acct	428,849.90	819.80		212,716.67		642,386.37	3.78%
2021A TIFIA Sub Lien Debt Service Reserve	23,724,664.57	71,715.26				23,796,379.83	3.78%

CTRMA INVESTMENT REPORT
Month Ending September 30, 2026

	Balance 9/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 9/30/2026	Rate Sept 2026
2021A TIFIA 183S Loan Account	1,312,390.68	2,508.64		651,039.00		1,965,938.32	3.78%
2021A TIFIA Manor Expressway Loan Acct	153,096.12	292.64		75,948.17		229,336.93	3.78%
2021B Senior Debt Service Fund	14,399.37	43.51				14,442.88	3.78%
2021B Senior Cap I DSA	0.09					0.09	3.78%
2021B Senior Cap I Project	10,057,839.78	30,402.98				10,088,242.76	3.78%
2021B Senior Lien Project	1,050.91	3.18				1,054.09	3.78%
2021C Sub Lien Cap I Project	1,595.48	4.82				1,600.30	3.78%
2021C Sub Lien Debt Service Fund	5,764,458.55	17,424.89				5,781,883.44	3.78%
2021C Sub Lien Project	124,596.66	175.91	774,000.00		591,254.49	307,518.08	3.78%
2021D Senior Debt Service Fund	2,305,695.40	4,786.35		974,604.17		3,285,085.92	3.78%
2021E Senior Debt Service Fund	3,766,039.45	9,434.67		870,165.81		4,645,639.93	3.78%
2025A Senior Debt Service Fund	7,818,041.84	20,730.91		1,295,895.83		9,134,668.58	3.78%
2025B Sub Debt Service Reserve Fund	9,965,870.63	30,127.89				9,995,998.52	3.78%
2025B Sub Debt Service Fund	2,233,786.50	5,453.58		579,875.00		2,819,115.08	3.78%
TxDOT Grant Fund	1,491,410.87	4,508.69				1,495,919.56	3.78%
TxDOT Reimb - US 183N 4th GP Lane	41,143,798.57	124,355.37			39,906,441.66	1,361,712.28	3.78%
Renewal and Replacement Fund	757.67	7.53		11,600.00	12,358.86	6.34	3.78%
Revenue Fund	1,249,183.37	12,807.60	27,814,539.89	(27,698,789.22)		1,377,741.64	3.78%
General Fund	1,395,716.88	110,908.81	50,930,361.50	11,134,491.03	51,205,568.80	12,365,909.42	3.78%
Senior Lien Debt Service Reserve Fund	112,332,068.10	339,591.78				112,671,659.88	3.78%
71E Revenue Fund	4,452,064.71	10,440.89	312,326.88	999,464.55	179,691.22	5,594,605.81	3.78%
MoPac Revenue Fund	95,669.21	4,932.79	411,770.67	(405,977.62)		106,395.05	3.78%
MoPac General Fund	14,883,064.30	44,169.53		5,735,985.65	20,013,010.06	650,209.42	3.78%
MoPac Operating Fund	5,519,556.30	15,513.30	140,245.92	(4,677,740.25)	398,740.98	598,834.29	3.78%
MoPac Loan Repayment Fund	3,376,957.31	6,104.91		1,685,569.57		5,068,631.79	3.78%
	297,458,216.71	**1,007,153.06**	**80,693,185.82**	**(5,000,000.00)**	**112,762,822.40**	**261,395,733.19**	

Amount in Fed Agencies and Treasuries

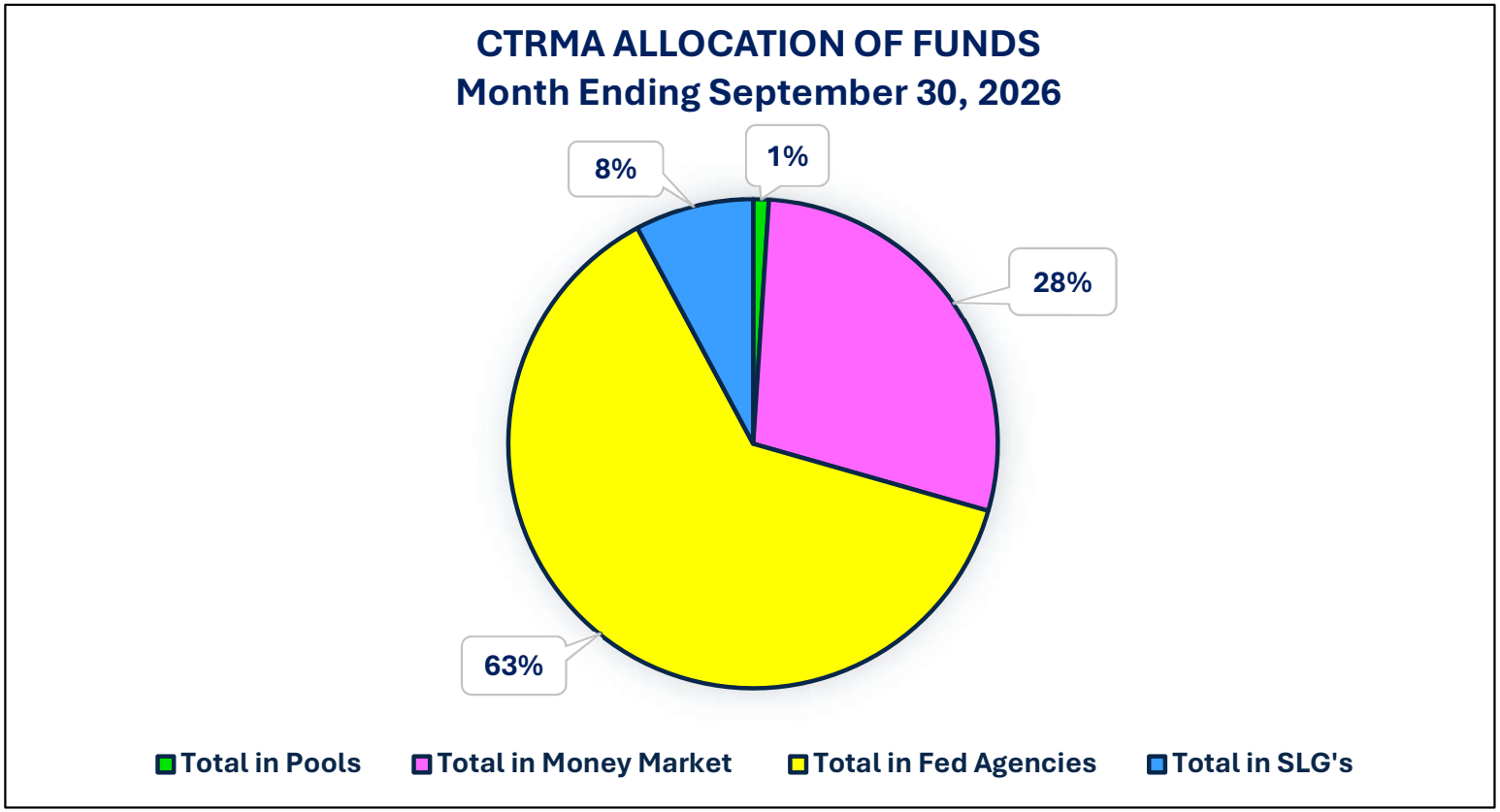
Total in Pools - TxStar	9,060,515.79	25,103.07	-	5,000,000.00	4,450,000.00	9,635,618.86
Total in Goldman Sachs FSGF	297,458,216.71	1,007,153.06	80,693,185.82	(5,000,000.00)	112,762,822.40	261,395,733.19
Total in Treasury SLGS	72,955,283.18	180,310.09	-	-	907,000.00	72,228,593.27
Total in Fed Agencies and Treasuries	527,956,287.16	-	99,700,983.33	-	50,000,000.00	577,657,270.49
Total Invested	907,430,302.84	1,212,566.22	180,394,169.15	-	168,119,822.40	920,917,215.81

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
David Effrein, Finance Manager

CTRMA INVESTMENT REPORT BY FUND
Month Ending September 30, 2026

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		6.34		15.04
TxDOT Grant Fund	547,579.68		1,495,919.56	9,976,500.00	12,019,999.24
TxDOT Reimb - US 183N 4th GP Lane			1,361,712.28	59,727,639.33	61,089,351.61
Senior Lien Debt Service Reserve Fund	465,410.56		112,671,659.88		113,137,070.44
Senior Debt Service 2010			8,419,105.94		8,419,105.94
2011 Senior Debt Service Account			9,036.04		9,036.04
2013 Senior Debt Service Fund			26,449.05		26,449.05
2013 Sub DSF			37,889.62		37,889.62
2013 Sub DSRF			327,157.04		327,157.04
2015 DSA			126,135.31		126,135.31
2016 Senior Debt Service Fund			517,232.31		517,232.31
2016 Sub Debt Service Fund			1,036,605.87		1,036,605.87
2016 Sub Debt Service Reserve Fund			342,761.24		342,761.24
Operating Fund	5,094,703.61	598,988.17	1,802,194.27		7,495,886.05
Revenue Fund			1,377,741.64		1,377,741.64
General Fund	547,686.51		12,365,909.42	388,121,271.16	401,034,867.09
71E Revenue Fund			5,594,605.81	50,036,304.00	55,630,909.81
MoPac Revenue Fund			106,395.05		106,395.05
MoPac General Fund			650,209.42	30,000,000.00	30,650,209.42
MoPac Operating Fund			598,834.29		598,834.29
MoPac Loan Repayment Fund			5,068,631.79		5,068,631.79
2015 Series B Senior Project	421,493.63		2,736,317.24		3,157,810.87
2015C TIFIA Project acct	837,363.86		5,012,509.35	39,795,556.00	45,645,429.21
2018 Senior Debt Service Fnd 290E III			1,377,690.96		1,377,690.96
2018 290E III Senior Project	1,122,384.14		2,638,533.71		3,760,917.85
2020A Senior Debt Service Account			1,529,778.85		1,529,778.85
2020B Senior Debt Service Fund			1,235,723.63		1,235,723.63
2020C Sr Debt Service Fund			5,350,805.49		5,350,805.49
2020D Sub Debt Sevice Fund			3,828,489.21		3,828,489.21
2020D Sub Debt Service Reserve Fund			4,295,926.66		4,295,926.66
2020E Senior Lien Project			58,683.16	54,750,777.69	54,809,460.85
2020E Senior Lien CAP I			1,294.00		1,294.00
2020F Sub Debt Service Fund			38,877.09		38,877.09
2020G Debt Service Acct			642,386.37		642,386.37
2020G Debt Service Reserve			4,778,992.10		4,778,992.10
2021A TIFIA Sub Lien Debt Service Reserve			23,796,379.83		23,796,379.83
2021A TIFIA 183S Loan Account			1,965,938.32		1,965,938.32
2021B Senior Cap I Project			10,088,242.76		10,088,242.76
2021B Senior Debt Service Fund			14,442.88		14,442.88
2021B Senior Lien Project			1,054.09	16,664,554.84	16,665,608.93
2021B Senior Cap I DSA			0.09		0.09
2021C Sub Lien Cap I Project			1,600.30		1,600.30
2021C Sub Lien Project			307,518.08	813,260.74	1,120,778.82
2021C Sub Lien Debt Service Fund			5,781,883.44		5,781,883.44
2021D Senior Debt Service Fund			3,285,085.92		3,285,085.92
2021E Senior Debt Service Fund			4,645,639.93		4,645,639.93
2025A Senior Debt Service Fund			9,134,668.58		9,134,668.58
2025B Sub Debt Service Fund			2,819,115.08		2,819,115.08
2025B Sub Debt Service Reserve Fund			9,995,998.52		9,995,998.52
2020E Senior Debt Service Account			1,866,628.45		1,866,628.45
2021A TIFIA Manor Expressway Loan Acct			229,336.93		229,336.93
Totals	**9,036,630.69**	**598,988.17**	**261,395,733.19**	**649,885,863.76**	**920,917,215.81**


CTRMA ALLOCATION OF FUNDS
Month Ending September 30, 2026
1%
28%
63%
8%
Total in Pools
Total in Money Market
Total in Fed Agencies
Total in SLG's

CTRMA INVESTMENTS
Month Ending September 30, 2026

Fund	Agency	CUSIP #	Yield to Maturity	Purchased	Matures	Market Value	Cost / Book Value	Book Value	Maturity Value	Accrued Interest	Interest Earned
2015TIFIAP	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
TXDOT REIM	Treasury	91282CLS8	3.64%	3/10/2026	10/31/2026	20,000,000	20,060,156	20,060,156	20,000,000	296,271	412,500
GENERAL	Treasury	91282CME8	3.80%	7/1/2025	12/31/2026	25,149,500	25,162,000	25,162,000	25,000,000		1,062,500
TXDOTGRANT	FAMC	31424W5C2	3.64%	12/15/2025	12/31/2026	10,000,000	10,000,000	10,000,000	10,000,000		182,000
71E REVENUE	FAMC	31428JBU0	3.54%	2/18/2026	2/23/2027	20,000,000	20,000,000	20,000,000	20,000,000		354,000
GENERAL	Fannie Mae	3136GDPM9	4.50%	8/24/2026	2/26/2027	30,000,000	30,000,000	30,000,000	30,000,000		
71E REVENUE	Treasury	91282CMP3	3.56%	3/6/2026	2/28/2027	20,000,000	20,121,451	20,108,000	20,000,000	121,451	412,500
71E REVENUE	FHLB	313384CM9	3.94%	7/14/2026	3/1/2027	10,245,000	9,996,704	9,996,704	10,000,000		
GENERAL	FAMC	31315KEK2	4.01%	7/10/2026	4/16/2027	20,000,000	19,394,889	19,394,889	20,000,000		
GENERAL	Treasury	91282CET4	3.68%	3/16/2026	5/31/2027	40,000,000	39,506,250	39,506,250	40,000,000	308,654	525,000
2015TIFIAP	Treasury	91282CET4	3.68%	3/17/2026	5/31/2027	20,000,000	19,753,125	19,753,125	20,000,000	154,327	262,500
GENERAL	FAMC	31428JHK6	3.83%	5/7/2026	6/7/2027	40,000,000	40,000,000	40,000,000	40,000,000		127,667
MOPAC GENL	FAMC	31428JPS0	4.10%	7/14/2026	6/30/2027	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	FAMC	31428JPN1	4.20%	7/16/2026	7/16/2027	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	FAMC	31428JPC5	4.17%	7/13/2026	8/13/2027	20,000,000	20,000,000	20,000,000	20,000,000		69,500
GENERAL	FAMC	31428JQQ3	4.34%	7/28/2026	12/30/2027	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	FAMC	31428JQQ3	4.34%	7/28/2026	12/30/2027	15,000,000	15,000,000	15,000,000	15,000,000		
GENERAL	Treasury	91282CBB6	4.32%	7/24/2026	12/31/2027	10,000,000	9,491,797	9,491,797	10,000,000	4,076	
GENERAL	Treasury	91282CGC9	4.32%	7/24/2026	12/31/2027	15,000,000	14,907,735	14,907,735	15,000,000	37,908	
GENERAL	FFCB	3133EWTU4	4.32%	7/30/2026	6/22/2028	20,000,000	19,940,000	19,940,000	20,000,000	87,822	
GENERAL	FHLB	3130BBRH0	4.45%	8/3/2026	6/28/2028	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	FHLB	3130BBYJ8	4.42%	8/26/2026	12/28/2028	20,000,000	20,000,000	20,000,000	20,000,000		
GENERAL	FHLB	3130BBUM5	4.48%	8/28/2026	12/28/2028	25,000,000	25,000,000	25,000,000	25,000,000		
TXDOT REIM	FHLB	313384AX7	4.10%	9/16/2026	1/22/2027	20,000,000	19,718,483	19,718,483	20,000,000		
TXDOT REIM	FFCB	3133EWQP8	4.25%	9/16/2026	5/26/2027	20,000,000	19,949,000	19,949,000	20,000,000	238,958	
MOPAC GENL	FAMC	31428JUT2	4.40%	9/16/2026	9/1/2027	10,000,000	10,000,000	10,000,000	10,000,000		
GENERAL	FHLB	3130BC7K3	4.81%	9/16/2026	3/16/2029	25,000,000	25,000,000	25,000,000	25,000,000		
GENERAL	FHLB	3130BC7L1	4.67%	9/17/2026	6/28/2028	25,000,000	25,000,000	25,000,000	25,000,000		
					Totals	**580,394,500**	**578,061,746**	**578,048,295**	**580,000,000**	**1,545,738**	**3,820,667**

State and Local Government Series (SLGS)
Month Ending September 30, 2026

Fund	Agency	Arbitrage Yield	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
2021CPROJ	SLGS	1.83%	2.82%	4/23/2024	35,000,000	35,000,000	630,260.74	34,817,000	813,260.74
2021BPROJ	SLGS	1.83%	2.82%	4/23/2024	210,000,000	210,000,000	9,693,054.84	203,028,500	16,664,554.84
2020E PRJ	SLGS	1.83%	2.82%	4/1/2025	72,600,000	72,600,000	2,553,777.69	20,403,000	54,750,777.69
				Totals	**317,600,000**	**317,600,000**	**12,877,093.27**	**258,248,500**	**72,228,593.27**

TexSTAR

MONTHLY NEWSLETTER SEPTEMBER 2026



PERFORMANCE

As of September 30, 2026

Current Invested Balance	$ 12,997,859,430.82
Weighted Average Maturity (1)	29 Days
Weighted Average Life (2)	94 Days
Net Asset Value	0.999694
Total Number of Participants	1169
Management Fee on Invested Balance	0.06%*
Interest Distributed	$ 40,857,659.48
Management Fee Collected	$ 644,372.06
% of Portfolio Invested Beyond 1 Year	6.42%
Standard & Poor's Current Rating	AAAm

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

September Averages

Average Invested Balance	$ 13,066,717,678.70
Average Monthly Yield, on a simple basis	3.7449%
Average Weighted Maturity (1)	32 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 instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waved 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 September:

* City of Eden
* Brazoria County Municipal Utility District No. 87
* East Montgomery County Municipal Utility District No. 13A
* Jefferson County Emergency Services District No. 5
* Montgomery County Municipal Utility District No. 218
* Montgomery - Grimes Counties Municipal Utility District No. 146D

HOLIDAY REMINDER

In observance of **Columbus Day, TexSTAR will be closed on Monday, October 12, 2026.** All ACH transactions initiated on Friday, October 9th will settle on Tuesday, October 13th. Standard transaction deadlines will be observed on Friday, October 9th. Please plan accordingly for your liquidity needs.

In observance of the **Veterans Day holiday, TexSTAR will be closed on Wednesday, November 11, 2026**. All ACH transactions intiated on Tuesday, November 10th will settle on Thursday, November 12th. Please plan accordingly for your liquidation needs.

ECONOMIC COMMENTARY

Market review

Geopolitical tensions and higher energy prices continued to weigh on markets and complicate the inflation outlook during September. While some measures of underlying inflation showed signs of moderation, rising energy costs and a resilient economy reinforced expectations that interest rates could remain elevated for longer than previously anticipated.

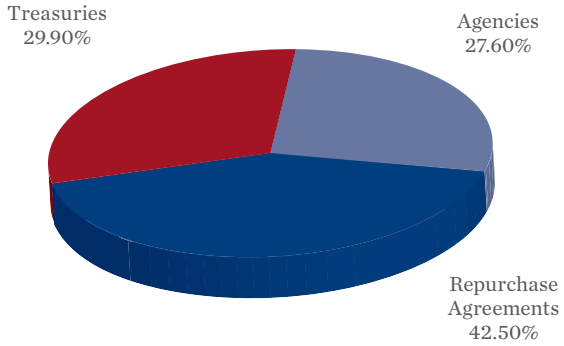
Inflation data during the month presented a mixed picture. August CPI remained at 3.4% year over year (y/y), largely reflecting higher energy prices, while core inflation rose modestly above expectations.

Core inflation was led by communication services, as higher telecom plan prices pushed the category up by 5.4% in August and added nearly 0.1% to core inflation. Elsewhere, food prices remained contained and auto insurance inflation continued to cool. At the same time, the Federal Reserve's (Fed's) preferred inflation measure, core Personal Consumption Expenditures (PCE) came in slightly softer than expected, increasing 0.2% month-over-month (m/m) and 3.0% y/y amid higher transportation, restaurant, and hotel prices.

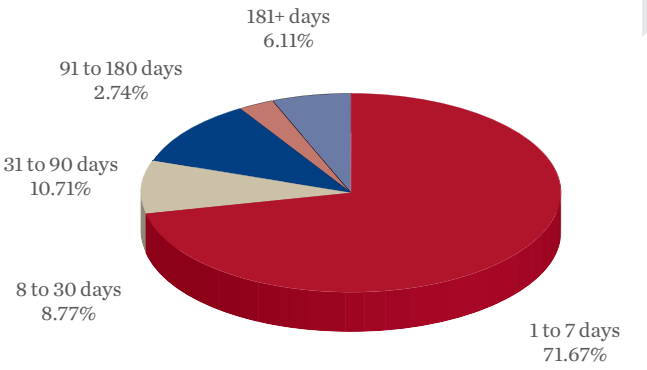
(continued page 4)

INFORMATION AT A GLANCE

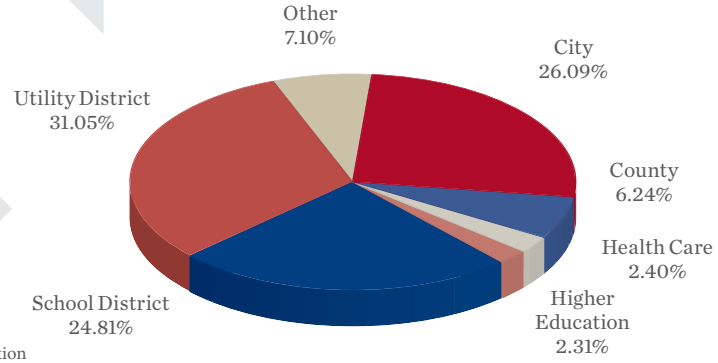
PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2026



PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2026 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2026



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

HISTORICAL PROGRAM INFORMATION

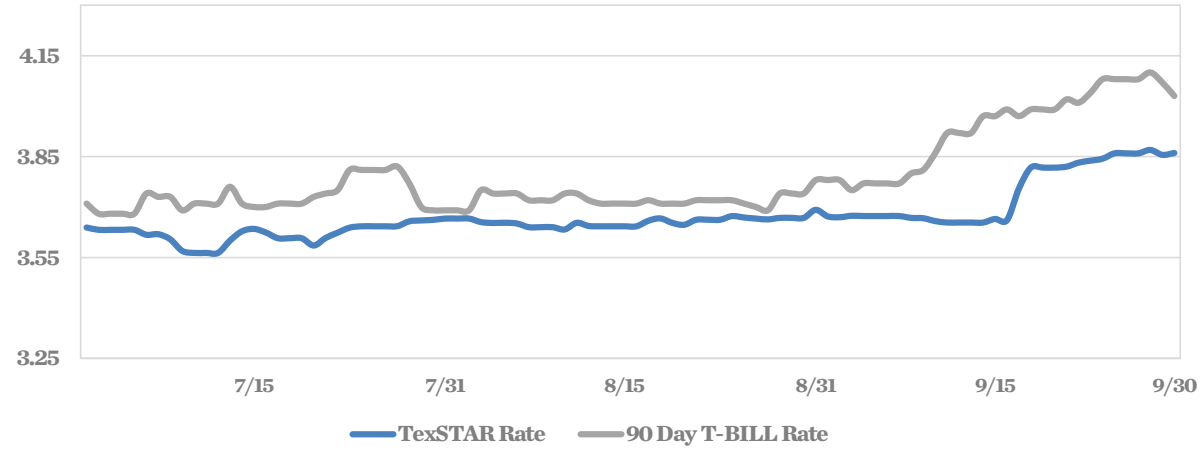
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 26	3.7449%	$ 12,997,859,430.82	$ 12,993,890,047.75	0.999694	32	100	1169
Aug 26	3.6561%	13,667,257,933.28	13,665,539,636.17	0.999874	33	101	1163
Jul 26	3.6208%	13,733,755,838.19	13,733,002,428.47	0.999872	36	100	1163
Jun 26	3.6216%	14,088,510,166.60	14,085,969,809.30	0.999819	40	104	1159
May 26	3.5974%	13,969,164,373.89	13,968,175,874.30	0.999929	42	103	1157
Apr 26	3.6378%	14,100,470,888.05	14,100,134,553.14	0.999976	39	100	1157
Mar 26	3.6513%	13,997,013,148.85	13,996,705,855.03	0.999978	41	106	1152
Feb 26	3.6770%	14,876,805,793.89	14,878,473,431.07	1.000077	34	92	1151
Jan 26	3.7074%	14,134,489,687.87	14,136,948,435.43	1.000138	37	95	1150
Dec 25	3.8246%	12,788,699,800.27	12,792,655,256.09	1.000263	41	107	1146
Nov 25	3.9802%	12,728,766,391.86	12,730,994,343.48	1.000175	42	102	1143
Oct 25	4.1164%	13,011,629,049.75	13,014,921,958.46	1.000163	47	100	1140

PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2026

	BOOK VALUE	MARKET VALUE
Uninvested Balance	$ 215.31	$ 215.31
Accrual of Interest Income	21,360,607.63	21,360,607.63
Interest and Management Fees Payable	(40,740,064.03)	(40,740,064.03)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	5,531,031,000.00	5,531,031,000.00
Government Securities	7,486,207,671.91	7,482,238,288.84
TOTAL	**$ 12,997,859,430.82**	**$ 12,993,890,047.75**

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 SEPTEMBER 2026

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2026	3.6721%	0.000100606	$13,595,738,968.67	0.999863	35	102
9/2/2026	3.6696%	0.000100537	$13,506,094,904.43	0.999877	35	102
9/3/2026	3.6739%	0.000100655	$13,211,013,375.19	0.999900	35	104
9/4/2026	3.6731%	0.000100634	$13,098,163,553.86	0.999890	36	105
9/5/2026	3.6731%	0.000100634	$13,098,163,553.86	0.999890	35	104
9/6/2026	3.6731%	0.000100634	$13,098,163,553.86	0.999890	35	103
9/7/2026	3.6731%	0.000100634	$13,098,163,553.86	0.999890	34	102
9/8/2026	3.6676%	0.000100483	$13,054,835,230.75	0.999884	34	102
9/9/2026	3.6666%	0.000100456	$13,077,452,471.96	0.999870	33	101
9/10/2026	3.6581%	0.000100223	$13,081,002,342.89	0.999816	33	100
9/11/2026	3.6538%	0.000100105	$12,994,342,511.40	0.999763	34	101
9/12/2026	3.6538%	0.000100105	$12,994,342,511.40	0.999763	33	100
9/13/2026	3.6538%	0.000100105	$12,994,342,511.40	0.999763	32	99
9/14/2026	3.6537%	0.000100102	$13,125,598,393.17	0.999747	31	98
9/15/2026	3.6644%	0.000100394	$13,171,668,390.99	0.999750	31	97
9/16/2026	3.6607%	0.000100293	$13,197,701,387.64	0.999724	31	99
9/17/2026	3.7548%	0.000102870	$13,074,732,102.83	0.999735	31	100
9/18/2026	3.8173%	0.000104583	$13,017,215,807.86	0.999719	34	102
9/19/2026	3.8173%	0.000104583	$13,017,215,807.86	0.999719	33	101
9/20/2026	3.8173%	0.000104583	$13,017,215,807.86	0.999719	32	100
9/21/2026	3.8203%	0.000104666	$12,890,338,066.05	0.999714	32	100
9/22/2026	3.8322%	0.000104991	$12,890,281,143.90	0.999719	32	100
9/23/2026	3.8380%	0.000105151	$12,926,931,720.45	0.999687	31	99
9/24/2026	3.8439%	0.000105313	$12,792,970,788.04	0.999665	31	99
9/25/2026	3.8598%	0.000105748	$12,989,863,437.57	0.999671	31	98
9/26/2026	3.8598%	0.000105748	$12,989,863,437.57	0.999671	31	97
9/27/2026	3.8598%	0.000105748	$12,989,863,437.57	0.999671	30	96
9/28/2026	3.8699%	0.000106024	$13,015,261,740.34	0.999640	30	95
9/29/2026	3.8553%	0.000105626	$12,995,130,416.84	0.999669	29	95
9/30/2026	3.8609%	0.000105778	$12,997,859,430.82	0.999694	29	94
Average	**3.7449%**	**0.000102600**	**$13,066,717,678.70**		**32**	**100**

TexSTAR

ECONOMIC COMMENTARY (cont.)

The labor market remained resilient. August payroll growth exceeded expectations, with nonfarm payrolls rising by 162,000, well above consensus estimates of 55,000. The unemployment rate was unchanged at 4.1%, with labor supply still looking tight even as labor force participation edged higher. Hiring remained concentrated in sectors such as construction, health care, and government, while overall labor-market conditions continued to point to a healthy, though gradually moderating, economy. The combination of steady job growth and inflation still above target gave policymakers greater confidence to focus on restoring price stability, setting the stage for a rate hike in September.

Against this backdrop, the Fed unanimously raised the federal funds target range by 25 basis points (bps) to 3.75%–4.00%, marking its first rate increase since July 2023. Policymakers emphasized that inflation remains above the 2% target and signaled a willingness to keep policy restrictive until they gain greater confidence that inflation is moving sustainably lower. Updated projections suggested that interest rates could remain higher for longer than previously expected, with the median forecast indicating one more hike before year-end, followed by no rate hikes or cuts in 2027, and only a gradual easing cycle beginning in 2028 and 2029.

While the 25 bp rate hike was widely expected, markets finished the month with an even more hawkish outlook than that reflected in the Fed's projections, pricing in the possibility of additional rate increases in the next 12 months. As a result, Treasury yields moved higher across the yield curve, particularly in one- and two-year maturities. Three- and six-month Treasury yields rose by 29 bps and 34 bps to 4.12% and 4.33%, respectively, while one-year Treasury yields increased by 39 bps and two-year Treasury yields increased by 55 bps to 4.54% and 4.89%.

Outlook

Looking ahead, the outlook for monetary policy will largely depend on the path of inflation and the Fed's confidence that price pressures are moving sustainably back toward its 2% target. Recent comments from several Fed officials suggest policymakers are comfortable taking a more patient approach as they evaluate incoming economic data and the cumulative effects of previous rate increases.

That cautious stance was reinforced by September's employment report, which pointed to a labor market that is continuing to cool but not deteriorating materially. Nonfarm payrolls increased by 29,000, well below expectations, while payroll gains from the prior two months were revised lower by a combined 60,000. The unemployment rate edged up to 4.2%, though much of the increase reflected a rise in labor force participation rather than a meaningful weakening in labor demand. At the same time, wage growth continued to moderate, with average hourly earnings increasing by 3.0% y/y, the slowest pace since 2021.

Taken together, the recent labor market data suggest that economic growth is slowing to a more sustainable pace and that labor-market-driven inflation pressures continue to ease. As a result, the weaker-than-expected employment report has reduced the likelihood of an October rate hike and supports the case for policymakers to remain on hold while they assess upcoming economic data.

However, inflation risks remain. Ongoing geopolitical tensions and the potential for higher oil prices could place renewed upward pressure on inflation through higher energy, transportation, and production costs that ultimately feed into the prices of goods and services. While we expect the Fed to remain patient in the near term, we believe policymakers are likely to maintain a restrictive policy stance for an extended period. Should progress on inflation stall, an additional 25 bp rate increase in December remains possible, with further tightening still a risk over the longer term.

This information is an excerpt from an economic report dated September 2026 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

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CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #8

Discuss and consider modifying the annual toll rate escalation becoming effective January 1, 2027 and possible action if necessary

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.

Background – Section 301.002(a) of the Policy Code states that "the authority shall establish toll rates for each tolled facility operated by the authority. Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Section 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to update a toll established by this section and to certify any change to a toll made pursuant to Section 301.003."

Non-variable toll rates - Section 301.003 of the Policy Code provides that, each October, Mobility Authority staff must calculate a percentage increase in toll rates charged on non-variable rate Mobility Authority toll facilities using the formula established by that section. The formula is based on changes to the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Each year, this Toll Rate Escalation Percentage is reported to the Board.

Previous Actions - The non-variable toll rates for the CTRMA Turnpike System have increased annually. The increases for each of the last six years are shown below.

Year	2021	2022	2023	2024	2025	2026
CPI-U	1.71%	5.39%	8.2%	3.7%	2.44%	3.01%

Increase/gantry	$0.01-$0.03	$0.02-$0.09	$0.04-$0.14	$0.02-$0.05	$0.01-$0.05	$0.02-$0.06

2027 Increase for non-variable toll rates - The Toll Rate Escalation Percentage calculated based on the September 2026 CPI-U is 3.74%. This percentage increase in toll rates will automatically become effective on January 1, 2027, unless the Board affirmatively votes to modify the percentage. If the percentage is not modified from CPI-U, this increase will result in an additional $0.03 to $0.07 toll charged at each gantry for a customer in a two-axle vehicle who uses a transponder account.

2021 Traffic and Revenue Forecast – Specific Tolling Point Rate Increases

The Traffic and Revenue Study 2021 Update dated September 29, 2021 that accompanied the bond refinancing in 2021 contemplated and incorporated toll rate increases at three locations in addition to the annual CPI-U. The individual toll rate increases above CPI-U at these locations were forecasted to become effective on January 1, 2025, in conjunction with the opening of 183A Phase III. The three locations were identified as having lower per mile tag rates as compared to other comparable tolling locations on the CTRMA Turnpike System.

Rather than implementing the additional increases above CPI-U at one time effective on January 1, 2025, as outlined in the 2021 forecast, staff recommends continuing to stage the increases each January 1 over two-to-three-year time frames. The Board approved the first two years of this phased implementation on October 30, 2024 and October 29, 2025. For 2027, the final phase of recommended electronic tag toll rate increases at the two remaining locations are as follows:

	Current Tag Rate	2027 CPI-U Increases	2021 Forecast Step Adjustment	2027 Tag Toll Rate
Crystal Falls Ramps	$0.71	$0.03	$0.07	$0.81
Lakeline Main Lanes	$0.87	$0.03	$0.08	$0.98

2027 Minimum tag toll rate increase for MoPac and 183N Express Lanes - Section 301.002 of the Policy Code provides that, **o**nce the MoPac Express Lanes minimum electronic tag toll rate reaches $0.73 per segment it will be adjusted annually in accordance with the CPI-U methodology for toll rate escalation provided in Section 301.003 of the Mobility Authority Policy Code. Similarly, beyond 2026, the minimum electronic tag toll rate for the 183N Managed Lanes will be adjusted annually in

accordance with the CPI-U methodology for toll rate escalation. Therefore, the minimum electronic tag toll rates per segment for both MoPac and 183N Express Lanes will be $0.76 for 2027.

Staff Recommendation – Staff recommends that the CPI-U rate increases for all system gantries become effective January 1, 2027, as set forth Section 301.002 of the Policy Code. Further, staff recommends the adoption of the additional incremental rate increases at the Crystal Falls ramps and Lakeline main lanes.

Backup Provided: Traffic Consultant Certification
2027 CPI-U Toll Rate Calculation
Toll Rate Schedule

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

RESOLUTION NO. 26-0XX

APPROVING TOLL RATE INCREASES FOR CERTAIN LOCATIONS ON 183A TOLL

WHEREAS, Section 301.003 of the Mobility Authority Policy Code provides for the annual calculation and implementation of a percentage increase in the toll rates charged on all toll facilities in the Central Texas Mobility Authority ("CTRMA") Turnpike System based on the non-revised index of Consumer Prices for All Urban Consumers before seasonal adjustment, as published by the Bureau of Labor Statistics of the United States Department of Labor (the "Annual Toll Rate Escalation"); and

WHEREAS, in addition to the Annual Toll Rate Escalation, the Mobility Authority Traffic and Revenue Study 2021 Update, dated September 29, 2021 (the "T&R Update"), contemplated and incorporated toll rate increases for the Crystal Falls Ramps, Crystal Falls Main lanes and Lakeline Main Lanes (the "183A Tolling Locations") due to these locations having lower per mile tag rates relative to comparable tolling locations on the Central Texas Regional Mobility Authority Turnpike System; and

WHEREAS, rather than implementing the full toll rate increase to be effective January 1, 2025 as described in the T&R Update, the Board has opted to implement the additional increases for the 183A Tolling Locations in phases over a two-to-three-year timeframe; and

WHEREAS, the CTRMA Board of Directors ("Board") approved toll rate increases for the first year of this phased implementation by Resolution No. 24-065 dated October 30, 2024; and

WHEREAS, the Board approved toll rate increases for the second year of this phased implementation by Resolution No. 25-059 dated October 29, 2025; and

WHEREAS, the proposed toll rate increases and tag rates to be effective at the 183A Tolling Locations on January 1, 2027, for the next phase of the implementation are set forth in Exhibit A attached hereto; and

NOW THEREFORE BE IT RESOLVED, that the Board hereby adopts the toll rate increases and tag rates for the 183A Tolling Locations shown in Exhibit A; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

_____

James M. Bass
Executive Director

Approved:

_____

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

Exhibit A

TRAFFIC CONSULTANT CERTIFICATION
(October 2026 Toll Modification for January 1, 2027)

The undersigned is a duly authorized officer of Stantec Consulting Services Inc. serving as traffic consultant (the "Traffic Consultant") to the Central Texas Regional Mobility Authority ("Authority") pursuant to that certain Master Trust Indenture, dated as of February 1, 2005, between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as Trustee (the "Master Trust Indenture"), relating to the issuance of Obligations thereunder. Any capitalized terms not otherwise defined herein have the respective meaning given to such terms in the Master Trust Indenture.

1. In accordance with Section 502 of the Master Trust Indenture, the Authority has provided us the proposed change to the Toll Rate Schedule set forth in Exhibit "A" attached hereto. In our opinion, the adoption of such proposed Toll Rate Schedule set forth in Exhibit "A" will not adversely affect the ability of the Authority to comply with its covenants in Section 502 of the Master Trust Indenture.

2. Our certification herein is based upon our opinion as to Revenues to be derived by the Authority from the ownership and operation of the System (which Revenues include investment and other income not related to Tolls that constitute the Revenues of the System as estimated by an Authorized Representative), and, to the extent necessary, a certificate of the Authorized Representative filed with the Trustee, stating the opinion of the Authority as to the amount of Operating Expenses paid or accrued during any pertinent Annual Period, assuming the proposed Toll rate schedule had been in effect during such pertinent Annual Period.

EXECUTED THIS 21st day of October, 2026.

STANTEC CONSULTING SERVICES INC.

By: william ihlo
Name: William Ihlo
Title: Principal

Exhibit A: January 2027 Toll rate Calculation 183A, 290E, 71E, 45SW, 183S, MoPac N, 183N

			Current 2-axle ETC Rate	CPI^{t-12} CPI base Rate Sep 2025	CPI^{t} CPI current Rate Sep 2026	$(CPI^{t}-CPI^{t-12})/CPI^{t-12}$ CPI Adjustment 1/1/2027	CPI Increase		New 2-axle ETC rates 1/1/2027	CPI Increase	Additional "Step"
183A											
	North Whitewing Ramps	ETC	$ 1.05	324.8	336.940	3.73768%	$ 0.04		$ 1.09		
	Whitewing Mainline	ETC	$ 1.33	324.8	336.940	3.73768%	$ 0.05		$ 1.38		
	South Whitewing Ramps	ETC	$ 0.78	324.8	336.940	3.73768%	$ 0.03		$ 0.81		
	San Gabriel Ramps	ETC	$ 0.78	324.8	336.940	3.73768%	$ 0.03		$ 0.81		
	San Gabriel Mainline	ETC	$ 1.12	324.8	336.940	3.73768%	$ 0.04		$ 1.16		
	Crystal Falls Ramps	ETC	$ 0.71	324.8	336.940	3.73768%	$ 0.10	*	$ 0.81	$ 0.03	$ 0.07
	Crystal Falls Mainline	ETC	$ 1.52	324.8	336.940	3.73768%	$ 0.06		$ 1.58		
	Scottsdale Ramp	ETC	$ 0.78	324.8	336.940	3.73768%	$ 0.03		$ 0.81		
	Park Street Mainline	ETC	$ 2.00	324.8	336.940	3.73768%	$ 0.07		$ 2.07		
	Brushy Creek Ramps	ETC	$ 0.78	324.8	336.940	3.73768%	$ 0.03		$ 0.81		
	Lakeline Mainline	ETC	$ 0.87	324.8	336.940	3.73768%	$ 0.11	*	$ 0.98	$ 0.03	$ 0.08
	**Final step of a 3-stepped increase above CPI-U to improve rate per mile equity.*										
290E											
	183 Direct Connectors	ETC	$ 0.75	324.8	336.940	3.73768%	$ 0.03		$ 0.78		
	Springdale Ramps	ETC	$ 0.75	324.8	336.940	3.73768%	$ 0.03		$ 0.78		
	Giles Ramps	ETC	$ 0.75	324.8	336.940	3.73768%	$ 0.03		$ 0.78		
	Giles Mainline	ETC	$ 1.53	324.8	336.940	3.73768%	$ 0.06		$ 1.59		
	Harris Branch Parkway Ramps	ETC	$ 0.75	324.8	336.940	3.73768%	$ 0.03		$ 0.78		
	Parmer Mainline	ETC	$ 0.75	324.8	336.940	3.73768%	$ 0.03		$ 0.78		
	130/290 Direct Connectors	ETC	$ 0.77	324.8	336.940	3.73768%	$ 0.03		$ 0.80		
71E	Mainline	ETC	$ 1.17	324.8	336.940	3.73768%	$ 0.04		$ 1.21		
45SW	Mainline	ETC	$ 1.26	324.8	336.940	3.73768%	$ 0.05		$ 1.31		
183S	51st Street Ramps	ETC	$ 0.83	324.8	336.940	3.73768%	$ 0.03		$ 0.86		
	MLK/51st St Mainline	ETC	$ 1.55	324.8	336.940	3.73768%	$ 0.06		$ 1.61		
	MLK/FM 969 Ramp	ETC	$ 1.12	324.8	336.940	3.73768%	$ 0.04		$ 1.16		
	Smith Road Ramps	ETC	$ 0.73	324.8	336.940	3.73768%	$ 0.03		$ 0.76		
	Thompson Ln Mainline	ETC	$ 1.34	324.8	336.940	3.73768%	$ 0.05		$ 1.39		
	Direct Connectors to/from SH 71	ETC	$ 0.73	324.8	336.940	3.73768%	$ 0.03		$ 0.76		
183N Express Lane							Min Toll Increase				
	Minimum per Gantry	ETC	$ 0.73	324.8	336.940	3.73768%	$ 0.03		$ 0.76		
Mopac Express Lane (not in System)							Min Toll Increase				
	Minimum per Gantry	ETC	$ 0.73	324.8	336.940	3.73768%	$ 0.03		$ 0.76		

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SA0
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers,
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	227.842	228.329	228.807	229.187	228.713	228.524	228.590	229.918	231.015	231.638	231.249	231.221
2013	231.679	232.937	232.282	231.797	231.893	232.445	232.900	233.456	233.544	233.669	234.100	234.719
2014	235.288	235.547	236.028	236.468	236.918	237.231	237.498	237.460	237.477	237.430	236.983	236.252
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805
2018	248.859	249.529	249.577	250.227	250.792	251.018	251.214	251.663	252.182	252.772	252.594	252.767
2019	252.561	253.319	254.277	255.233	255.296	255.213	255.802	256.036	256.430	257.155	257.879	258.630
2020	259.127	259.250	258.076	256.032	255.802	257.042	258.352	259.316	259.997	260.319	260.911	262.045
2021	262.687	263.579	264.961	266.614	268.383	270.654	271.903	272.676	273.910	276.550	278.919	280.845
2022	282.543	284.500	287.674	288.561	291.298	294.957	294.913	295.097	296.349	298.007	298.786	298.832
2023	300.420	301.450	301.821	302.845	303.334	304.014	304.609	306.082	307.276	307.696	308.148	308.741
2024	309.698	310.967	312.345	313.023	313.175	313.044	313.569	314.062	314.732	315.631	316.528	317.604
2025	318.961	319.679	319.785	320.302	320.620	321.435	322.169	323.291	324.245		325.063	326.031
2026	326.588	327.460	330.293	332.407	333.979	332.568	332.813	334.131	336.298			

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SA0,CUUS0000SA0

Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048	323.976	324.800		324.122	324.054
2026	325.252	326.785	330.213	333.020	335.123	333.952	333.918	334.980	336.940			

Exhibit A: Toll Rate Schedules effective January 1, 2027

2027 183A Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
North Whitewing Ramps	ETC	$1.09	$2.18	$3.27	$4.36	$5.45
	PLP	$1.20	$2.40	$3.60	$4.80	$6.00
	PBM	$1.64	$3.27	$4.91	$6.54	$8.18
Whitewing ML Plaza	ETC	$1.38	$2.76	$4.14	$5.52	$6.90
	PLP	$1.52	$3.04	$4.55	$6.07	$7.59
	PBM	$2.07	$4.14	$6.21	$8.28	$10.35
South Whitewing Ramps	ETC	$0.81	$1.62	$2.43	$3.24	$4.05
	PLP	$0.89	$1.78	$2.67	$3.56	$4.46
	PBM	$1.22	$2.43	$3.65	$4.86	$6.08
San Gabriel Ramps	ETC	$0.81	$1.62	$2.43	$3.24	$4.05
	PLP	$0.89	$1.78	$2.67	$3.56	$4.46
	PBM	$1.22	$2.43	$3.65	$4.86	$6.08
San Gabriel ML Plaza	ETC	$1.16	$2.32	$3.48	$4.64	$5.80
	PLP	$1.28	$2.55	$3.83	$5.10	$6.38
	PBM	$1.74	$3.48	$5.22	$6.96	$8.70
Crystal Falls Ramps*	ETC	***$0.81***	$1.62	$2.43	$3.24	$4.05
	PLP	$0.89	$1.78	$2.67	$3.56	$4.46
	PBM	$1.22	$2.43	$3.65	$4.86	$6.08
Crystal Falls ML Plaza	ETC	$1.58	$3.16	$4.74	$6.32	$7.90
	PLP	$1.74	$3.48	$5.21	$6.95	$8.69
	PBM	$2.37	$4.74	$7.11	$9.48	$11.85
Scottsdale Ramp	ETC	$0.81	$1.62	$2.43	$3.24	$4.05
	PLP	$0.89	$1.78	$2.67	$3.56	$4.46
	PBM	$1.22	$2.43	$3.65	$4.86	$6.08
Park St ML Plaza	ETC	$2.07	$4.14	$6.21	$8.28	$10.35
	PLP	$2.28	$4.55	$6.83	$9.11	$11.39
	PBM	$3.11	$6.21	$9.32	$12.42	$15.53
Brushy Creek Ramps	ETC	$0.81	$1.62	$2.43	$3.24	$4.05
	PLP	$0.89	$1.78	$2.67	$3.56	$4.46
	PBM	$1.22	$2.43	$3.65	$4.86	$6.08
Lakeline ML Plaza*	ETC	***$0.98***	$1.96	$2.94	$3.92	$4.90
	PLP	$1.08	$2.16	$3.23	$4.31	$5.39
	PBM	$1.47	$2.94	$4.41	$5.88	$7.35

**3rd of a 3-step increase above CPI-U to improve rate per mile equity.*

2027 290E Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
US 183 Direct Connectors	ETC	$0.78	$1.56	$2.34	$3.12	$3.90
	PLP	$0.86	$1.72	$2.57	$3.43	$4.29
	PBM	$1.17	$2.34	$3.51	$4.68	$5.85
Springdale Ramps	ETC	$0.78	$1.56	$2.34	$3.12	$3.90
	PLP	$0.86	$1.72	$2.57	$3.43	$4.29
	PBM	$1.17	$2.34	$3.51	$4.68	$5.85
Giles Ramps	ETC	$0.78	$1.56	$2.34	$3.12	$3.90
	PLP	$0.86	$1.72	$2.57	$3.43	$4.29
	PBM	$1.17	$2.34	$3.51	$4.68	$5.85
Giles ML Plaza	ETC	$1.59	$3.18	$4.77	$6.36	$7.95
	PLP	$1.75	$3.50	$5.25	$7.00	$8.75
	PBM	$2.39	$4.77	$7.16	$9.54	$11.93
Harris Branch Pkwy Ramps	ETC	$0.78	$1.56	$2.34	$3.12	$3.90
	PLP	$0.86	$1.72	$2.57	$3.43	$4.29
	PBM	$1.17	$2.34	$3.51	$4.68	$5.85
Parmer ML Plaza	ETC	$0.78	$1.56	$2.34	$3.12	$3.90
	PLP	$0.86	$1.72	$2.57	$3.43	$4.29
	PBM	$1.17	$2.34	$3.51	$4.68	$5.85
Direct Connectors from SH 130	ETC	$0.80	$1.60	$2.40	$3.20	$4.00
	PLP	$0.88	$1.76	$2.64	$3.52	$4.40
	PBM	$1.20	$2.40	$3.60	$4.80	$6.00

2027 71E Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
ML Plaza	ETC	$1.21	$2.42	$3.63	$4.84	$6.05
	PLP	$1.33	$2.66	$3.99	$5.32	$6.66
	PBM	$1.82	$3.63	$5.45	$7.26	$9.08

2027 45SW Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
ML Plaza	ETC	$1.31	$2.62	$3.93	$5.24	$6.55
	PLP	$1.44	$2.88	$4.32	$5.76	$7.21
	PBM	$1.97	$3.93	$5.90	$7.86	$9.83

2027 183S Toll Rates

Toll Location	Payment Type	2-axle	3-axle	4-axle	5-axle	6-axle
51st St Ramps	ETC	$0.86	$1.72	$2.58	$3.44	$4.30
	PLP	$0.95	$1.89	$2.84	$3.78	$4.73
	PBM	$1.29	$2.58	$3.87	$5.16	$6.45
MLK Blvd/51st St ML Plaza	ETC	$1.61	$3.22	$4.83	$6.44	$8.05
	PLP	$1.77	$3.54	$5.31	$7.08	$8.86
	PBM	$2.42	$4.83	$7.25	$9.66	$12.08
MLK Blvd/FM 969 Ramp	ETC	$1.16	$2.32	$3.48	$4.64	$5.80
	PLP	$1.28	$2.55	$3.83	$5.10	$6.38
	PBM	$1.74	$3.48	$5.22	$6.96	$8.70
Smith Rd Ramps	ETC	$0.76	$1.52	$2.28	$3.04	$3.80
	PLP	$0.84	$1.67	$2.51	$3.34	$4.18
	PBM	$1.14	$2.28	$3.42	$4.56	$5.70
Thompson Ln ML Plaza	ETC	$1.39	$2.78	$4.17	$5.56	$6.95
	PLP	$1.53	$3.06	$4.59	$6.12	$7.65
	PBM	$2.09	$4.17	$6.26	$8.34	$10.43
Direct Connectors to/from SH 71	ETC	$0.76	$1.52	$2.28	$3.04	$3.80
	PLP	$0.84	$1.67	$2.51	$3.34	$4.18
	PBM	$1.14	$2.28	$3.42	$4.56	$5.70

2027 183N Express Lanes Toll Rates

Toll Location	Payment Type	2-axle
minimum per gantry	ETC	$0.76
	PLP	$0.84
	PBM	$1.14

2027 MoPac N Toll Rates (not in System)

Toll Location	Payment Type	2-axle
minimum per gantry	ETC	$0.76
	PLP	$0.84
	PBM	$1.14

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #9

Discuss and consider approving a contract renewal for Intelligent Transportation System (ITS) Performance-Based Maintenance Services

Strategic Plan Relevance:	Stewardship
Department:	Operations
Contact:	Greg Mack, Director of IT and Toll Systems
Associated Costs:	Not to Exceed $10,519,277
Funding Source:	Operating Budget
Action Requested:	Consider and act on draft resolution

Project Description/Background: Intelligent Transportation System (ITS) Performance-based Maintenance Services includes maintenance and construction services by a qualified ITS device maintenance and construction firm for all work related to ITS devices, communications, electrification, and infrastructure. The services cover all existing and future ITS elements on the Mobility Authority's system.

The objective of these services is to ensure continuous (24 hours/day, 7 days/week, 365 days/year) operation and functionality of all components of the Mobility Authority's ITS system and provide locate services for all ITS equipment. The provider is on-call on a 24/7/365 basis for the duration of the contract to respond to emergency repair and/or replacement work, including but not limited to severe weather events and warnings. Normal maintenance activities are covered under one work authorization, while separate work authorizations are issued for other services, such as emergency and major repairs.

Previous Actions & Brief History of the Program/Project:
Following procurement, an initial contract was award to Kapsch TrafficCom USA, Inc. on October 31, 2023 (Resolution 23-045). The term of the contract is for three (3) years with three (3) potential successive renewals of two (2) years each. The contract amount

is not to exceed $1,940,000.

Work Authorizations have been executed with Kapsch for Annual Maintenance for Year 1 and Year 2. Work Authorizations and Change Orders have also been submitted for work that has been requested and budgeted by CTRMA for the following:

- Installation of Improvements to the 183A Shared Use Path
- Single-Line Dynamic Message Sign (SDMS) Installation on MoPac
- TrafficVision Subscription
- Tapco Wrong Way Drive Recertification (annual)
- Procurement of spares and demonstration equipment
- Repairs for vandalism and damage

In August 2025, the Board approved the contract amendment for Intelligent Transportations System (ITS) to Kapsch TrafficCom, Inc., and authorized the Executive Director to execute a contract with Kapsch TrafficCom USA, Inc. in an amount not to exceed $5,864,375, an increase of $3,924,375, for ITS Performance-Based Maintenance Services.

Following the contract amendment, Work Authorizations have been executed with Kapsch for Annual Maintenance (Year 3) with an increase based on additional roadways. Work Authorizations and Change Orders have also been submitted for work that has been requested and budgeted by CTRMA for the following:

- CCTV Camera implementation
- Tapco Wrong Way Driver Recertification
- Lane Diving Pilot on MoPac Express Lanes
- MoPac Single-Line Dynamic Message Sign (SDMS) installation

Planned and Future Activities:

During the 2-year renewal contract term, there will be additional planned work that is included in the approved Operating or Capital Budget. There will also be additional unplanned repairs, requested activities, and potential projects. Additional planned work that may be provided to Kapsch includes:

- Annual Maintenance (Year 4 and Year 5) with an increase based on Automatic License Plate Reader (ALPR) maintenance
- HQ Fiber Installation
- Fixed Camera Array Installation
- Tapco Wrong Way Driver Recertification (annual)
- Traffic Vision Subscription (annual)

- Unplanned repairs for vandalism and damage

Financing: Operating Budget

Action requested/Staff Recommendation: Staff recommends the Board approve the contract renewal for Intelligent Transportations System (ITS) to Kapsch TrafficCom, Inc., and authorize the Executive Director to execute a contract with Kapsch TrafficCom USA, Inc. in an amount not to exceed $10,519,277, an increase of $4,654,902 for ITS Performance-Based Maintenance Services.

Backup provided: Draft resolution

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

RESOLUTION NO. 26-0XX

APPROVING A CONTRACT RENEWAL AND SECOND AMENDMENT TO THE INTELLIGENT TRANSPORTATION SYSTEM PERFORMANCE-BASED MAINTENANCE SERVICES AGREEMENT WITH KAPSCH TRAFFICCOM USA, INC.

WHEREAS, by Resolution No. 23-045, dated October 25, 2023, the Board approved a contract with Kapsch TrafficCom USA, Inc. for Intelligent Transportation System (ITS) maintenance and construction services on the Mobility Authority's system, in an amount not to exceed $1,940,000.00 (the "Agreement"); and

WHEREAS, by Resolution No. 25-053, dated October 25, 2023, the Board approved the first amendment to the Agreement to increase the not to exceed amount to $5,864,375.00 for the remainder of the initial term of the Agreement; and

WHEREAS, the Agreement provides for an initial term of three (3) years, which is set to expire on October 31, 2026, and three (3) successive two (2) year renewal terms, subject to approval of the Board; and

WHEREAS, in order to provide ITS maintenance and construction services on roadways added to the Mobility Authority's system subsequent to the execution of the Agreement, and to address unanticipated needs for additional quantities of items initially provided for in the scope of the Agreement, an increase to the not to exceed amount approved under Resolution No. 25-053 is necessary; and

WHEREAS, the Executive Director recommends amending the Agreement to increase the not to exceed amount to $10,519,277 and to approve the first extension to the initial term of the Agreement, such that the Agreement will expire on October 31, 2028.

NOW THEREFORE, BE IT RESOLVED that the Board hereby authorizes the Executive Director to execute a second amendment to the agreement with Kapsch TrafficCom USA, Inc. for Intelligent Transportation System (ITS) Maintenance and construction services on the Mobility Authority's system, in the form or substantially the same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Board approves the first extension to the initial term of the Agreement, such that the Agreement will expire on October 31, 2028.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

SECOND AMENDMENT TO THE INTELLIGENT TRANSPORTATION SYSTEM PERFORMANCE-BASED MAINTENANCE SERVICES AGREEMENT WITH KAPSCH TRAFFICCOM USA, INC.

THIS SECOND AMENDMENT is made effective as of the 28st of October 2026, by and between the Central Texas Regional Mobility Authority (the "CTRMA"), a regional mobility authority and a political subdivision of the State of Texas, and Kapsch TrafficCom USA, Inc. (the "Contractor").

WITNESSETH:

WHEREAS, the CTRMA and the Contractor entered into the Intelligent Transportation System (ITS) Performance-Based Maintenance Services Agreement, effective November 1, 2023, hereinafter referred to as the "Agreement," whereby the Contractor agreed to provide ITS performance-based maintenance services to the CTRMA; and

WHEREAS, the CTRMA and the Contractor entered into an amendment to the Agreement to specify a not to exceed amount for the remainder of the Initial Term of the Agreement, effective September 24, 2025,

WHEREAS, the parties have agreed to amend the Agreement to include language regarding as-built deliverables and specify a not to exceed amount,

WHEREAS, the parties have agreed to extend the agreement for an available two-year renewal period, with an expiration date of October 31, 2028.

NOW, THEREFORE, and in consideration of the mutual covenants and agreement between the parties, the parties hereby agree to the following:

The Agreement shall be amended to amend Article 2 and Appendix A to read as follows:

A. ARTICLE 2: PROSECUTION OF WORK AND COMPENSATION

"The total amount of compensation paid to the Contractor for full completion of work performed under this Agreement shall not exceed $10,519,277. In no event will the not to exceed amount 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. Authorization for Contractor to perform the Services, payment of compensation for Contractor's work, and other aspects of the mutual obligations concerning Contractor's work and payment therefore are as follows:"

B. APPENDIX A: SCOPE OF SERVICES

1.9.4.1 As-built requirements for plans developed by the MOBILITY AUTHORITY

The VENDOR shall provide marked-up plans showing any design changes and or quantity changes that occurred during construction. The VENDOR shall provide photos of all items proposed in the plans upon completion of installation.

1.9.4.2 As-built requirements for plans developed by the VENDOR

1. General Sheets
    a. Title Sheet (Key Map)
    b. Index of Sheets
    c. Project Layout or Project Site Map (showing locations of sites on roadway(s))
    d. General Notes (construction or installation notes/specs relevant to Materials installed)
2. ITS Layout Sheets
    a. Site Layouts (Per Site)
3. ITS Detail Sheets
    a. ITS Structure Infrastructural Details
    b. Site Elevation Riser Diagrams (Per Site)
    c. Site Cabinet Pad Conduit Schematics (Per Site)
    d. Electrical & Communications Wiring Diagrams (include callouts and/or material list that include make and model of equipment and devices)
        1. Field Device Wiring Schematics (Per Site)
        2. In-Cabinet Wiring Schematics & Device Port Maps (Per Site)
    e. Mechanical Details
        1. Cabinet Rack Layout Details (Per Cabinet Layout)
        2. Equipment Panel Layout Assembly Details (Per Panel/Per Site/ Per Cabinet)
        3. In-Cabinet/ Field Device Panel/Rack Mounting Details (Per Cabinet Layout
    f. Electrical Service Details
        1. Electrical One-Lines (from service to Cabinet per Site)
        2. Electrical Service Data tables (per site(s))
        3. Load Panel Schedules (Per Site)
    g. Fiber Details
        1. Fiber One-line Map (showing locations of all ground boxes, slice enclosures and drops from Fiber Trunk
        2. Fiber Splice Details (Per splice enclosure & per Fiber Patch Panel)
    h. Structural Mounting Details
        1. Device Structural Mounting Details
        2. Fabricated/Shop Drawing Details
    i. Include applicable CTRMA & TxDOT Standard Sheets

C. REMAINING TERMS AND CONDITIONS

Except to the extent expressly modified herein, all remaining terms and conditions of the Agreement by and between the CTRMA and the Contractor shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the effective date first above written.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	**KAPSCH TRAFFICCOM USA, INC.**
By:_____	By:_____
Name: James M. Bass	Name: _____
Title: Executive Director	Title: _____

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #10

Discuss and consider approving an interlocal agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Intersection Improvement 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 City of Cedar Park plans to improve the 183A frontage road north and south of the intersection of 183A and Scottsdale Drive. In general, the project proposes the addition of a right turn lane to, and acceleration lane from, Scottsdale Drive within CTRMA's right-of-way ("Intersection Project"). The improvements are expected to accommodate increased traffic demand generated by existing developments near the intersection of 183A and Scottsdale Drive. Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the project.

The Mobility Authority will have no obligation to pay for any project costs, except that the Mobility Authority will provide plan review, permit application review and oversight activities specifically set forth in the agreement.

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

Financing: N/A

Action requested/Staff Recommendation: Staff recommends approval of an interlocal

agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Intersection Improvements Project, in similar form to the attached, and authorization for the Executive Director to execute.

Backup provided: Draft interlocal agreement

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

RESOLUTION NO. 26-0XX

APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR PARK FOR THE DEVELOPMENT AND CONSTRUCTION OF THE 183A/SCOTTSDALE DRIVE INTERSECTION IMPROVEMENT PROJECT

WHEREAS, the City of Cedar Park plans to improve the 183A southbound frontage road north and south of the intersection of 183A and Scottsdale Drive by adding a right turn lane to, and an acceleration lane from, Scottsdale Drive within the right-of-way of the Central Texas Regional Mobility Authority (the "Mobility Authority") (the "Intersection Project"); and

WHEREAS, the Intersection Project is intended to improve safety and operations and to accommodate increased traffic demand generated by existing developments near the intersection of 183A and Scottsdale Drive; and

WHEREAS, the City of Cedar Park will bear the full cost of designing and building the Intersection Project, and the Mobility Authority's role is limited to the plan review, permit application review, and oversight activities specified in the agreement; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement with the City of Cedar Park for the development and construction of the Intersection Project that is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the interlocal agreement with the City of Cedar Park for the development and construction of the 183A/Scottsdale Drive Intersection Improvement Project and hereby authorizes the Executive Director to execute the interlocal agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

INTERGOVERNMENTAL AGREEMENT FOR THE 183A/SCOTTSDALE DRIVE INTERSECTION IMPROVEMENT PROJECT

THIS AGREEMENT ("Agreement"), by and between the Central Texas Regional Mobility Authority ("CTRMA") and the City of Cedar Park, Texas ("Cedar Park"), each acting by and through its respective duly authorized officials (CTRMA and Cedar Park, collectively the "parties"), is effective as of the __ day of _____, 2026 (the "Effective Date").

WITNESSETH

WHEREAS, CTRMA is an independent government agency created in 2002 to improve the transportation system in Williamson and Travis Counties to develop, deliver, operate and maintain high-quality roadways and related transportation solutions; and

WHEREAS, Cedar Park is a home rule city and municipal corporation; and

WHEREAS, CTRMA was created pursuant to and operates under Texas Transportation Code Chapter 370, and is authorized to implement a wide range of transportation projects; and

WHEREAS, pursuant to Texas Transportation Code Chapter 370, CTRMA may study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects; enter into contracts or agreements necessary or incidental to its powers and duties under Chapter 370; and cooperate and work directly with property owners and governmental entities and officials to support an activity required to promote or develop a transportation project; and

WHEREAS, pursuant to Texas Government Code Chapter 791, a local government may contract or agree with a state agency, including an authority, to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, the 183A Toll Road ("183A") is a 16 mile roadway extending from northwest Austin through Cedar Park and Leander in northwest Williamson County, and consists of tolled main lanes with non-tolled frontage roads at the north end; and

WHEREAS, the CTRMA operates a portion of 183A within and around the corporate limits of Cedar Park; and

WHEREAS, Cedar Park plans to widen the southbound 183A frontage road north and south of the intersection of 183A and Scottsdale Drive to add a right turn lane to, and acceleration lane from, Scottsdale Drive within CTRMA's right-of-way ("Intersection Project"); and

WHEREAS, a map showing the locations for the Intersection Project appears in Exhibit A, ("Project Location Map"); and

WHEREAS, Cedar Park plans to design, construct, and be responsible for all costs associated with the design and construction of the Intersection Project; and

WHEREAS, the Intersection Project is intended to improve safety and operations of 183A and Scottsdale for the growing region; and

WHEREAS, 183A is a CTRMA facility, and Cedar Park is requesting authorization from CTRMA to design and construct the Intersection Project in accordance with this Agreement; and

WHEREAS, the Intersection Project shall be designed and constructed in a manner so as not to negatively impact the net revenue or operation of the 183A Toll facility; and

WHEREAS, the Cedar Park City Council approved entering into this Agreement by Resolution on _____, as shown in Exhibit B; and

WHEREAS, the CTRMA Board of Directors authorized its Executive Director to enter into this Agreement by Resolution on _____, as shown in Exhibit C.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement shall remain in effect until the completed Intersection Project is accepted by CTRMA unless otherwise terminated as provided in Section 5 below.

2. Scope of Work

The Intersection Project consists of the improvements at the intersection of Scottsdale Drive and 183A in Cedar Park, Texas, as shown at the location depicted in Exhibit A.

3. Performance by Cedar Park or Cedar Park's Designees

Cedar Park intends to hire and designate representatives, agents, contractors, and other entities to perform some or all of its obligations under the Agreement. The parties further acknowledge and agree that any performance obligation by or responsibility of Cedar Park pursuant to this agreement may be performed by one or more entities on behalf of Cedar Park. However, Cedar Park shall ultimately be responsible for ensuring the performance of all obligations herein.

4. Intersection Project Sources and Uses of Funds

A. Intersection Project Budget. The total estimated cost of the Intersection Project is shown in Exhibit D, the project budget for the Intersection Project ("Intersection Project Budget"), which Exhibit D is attached to and made a part of this Agreement. The parties agree that the Intersection Project Budget is subject to change, at Cedar Park's sole discretion.

B. Cost Responsibilities. Cedar Park shall perform all project development activities including: environmental studies, permitting, right-of-way acquisition, utility relocations, design and construction for the Intersection Project, at its sole cost and expense, except as otherwise provided in this Subsection. CTRMA shall have no obligation to pay for any Intersection Project costs whatsoever and shall not be responsible for any cost overruns for the Intersection Project in excess of the estimated amount to be paid by Cedar Park on Exhibit D, except that CTRMA will provide plan review, permit application review and oversight activities specifically set forth in this agreement at CTRMA's sole cost and expense.

Incomplete Work. Following the commencement of construction of the Intersection Project, if Cedar Park notifies CTRMA that it will not complete the Intersection Project, or if the Intersection Project is not completed within 365 days following the final completion date specified in the contract with the contractor hired by Cedar Park to construct the Intersection Project, as may be amended, CTRMA may terminate this Agreement in accordance with paragraph 5.B. below. CTRMA may address unfinished construction work as it determines necessary to protect the interests of CTRMA, which includes returning the Intersection Project area to its original condition or completing the Intersection Project using CTRMA forces or contractors. Cedar Park shall pay all costs reasonably incurred by CTRMA under this provision.

5. Termination of this Agreement

Subject to Section 21, this Agreement shall remain in effect until the Intersection Project is completed and accepted by CTRMA, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. CTRMA terminates the Agreement in writing due to Cedar Park's failure to complete the Intersection Project, as described in paragraph 5.C; or

C. After notice and an opportunity to cure as provided in Section 24, the Agreement is terminated by one Party because of a material breach of the other Party, in which case the remedies provision in Section 24 will apply.

6. Design Standards

The engineering plans shall be developed in accordance with the applicable parts of the Texas Department of Transportation's (TxDOT's) *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and any other applicable TxDOT manuals, guidelines and guidelines, as well as any applicable CTRMA policies and guidelines.

7. Public Communication

Cedar Park and CTRMA are dedicated to strong communication with the community, specifically those in the community most impacted by the Intersection Project. The parties agree to coordinate public outreach activities and coordinate with each other with respect to those activities. Cedar Park shall conduct stakeholder outreach throughout development and construction and gather public input for the Intersection Project. In addition, Cedar Park shall schedule routine coordination meetings with CTRMA to provide project status and discuss potential or anticipated impacts to traffic. Furthermore, Cedar Park shall provide the CTRMA a link to Cedar Park website that shows current project status and information.

8. Compliance with Texas Accessibility Standards and ADA

Cedar Park shall ensure that the plans for and the construction of the Intersection Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation ("TDLR") as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Access to CTRMA Property

A. License. CTRMA hereby grants Cedar Park a license ("Intersection Project License") to enter and use CTRMA property for the purpose of conducting project development activities necessary for the Intersection Project. Cedar Park will exercise Intersection Project License rights in accordance with the terms of this Agreement.

B. License Term. The term of the Intersection Project License commences on the Effective Date and expires upon CTRMA's final acceptance of the Intersection Project.

10. Intersection Project Construction Responsibilities

A. Roles & Responsibilities. Cedar Park shall procure, award, and administer the contracts for construction of the Intersection Project. Administration of the contracts includes the responsibility for construction engineering, inspection, testing and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary after the award of the construction contracts. The Intersection Project Plans must be approved by CTRMA pursuant to paragraph 11.B prior to the commencement of construction, which approval will not be unreasonably withheld, delayed, conditioned, or denied. Prior to the award of a contractor Cedar Park must obtain concurrence from CTRMA regarding the contractor selection before executing a construction contract. Cedar Park shall ensure that the selected contractor is precertified by TxDOT to perform the Intersection Project. Prior to commencing construction, Cedar Park must request and obtain written authorization from CTRMA, which authorization will not be unreasonably withheld, delayed, conditioned, or denied. Cedar Park will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage requires written pre-approval by CTRMA prior to execution by Cedar Park. CTRMA's review and comment, shall be complete within two (2) weeks of CTRMA's receipt of each change order, subject to extension by prior written and mutual agreement. CTRMA will approve each change order after comments are resolved to CTRMA's satisfaction, but in no event shall such approval be unreasonably withheld, delayed, conditioned or denied.

B. Right-of-Way and Real Property. Cedar Park shall acquire all required right-of-way and necessary rights-of-entry for performance of the Intersection Project in accordance with applicable requirements of state law and federal law governing the acquisition of real property, including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right-of-way acquired for improvements to CTRMA's right-of-way for the Intersection Project shall be acquired in the name of Cedar Park and Cedar Park shall then then deed the right-of-way acquired by Cedar Park for the Intersection Project to CTRMA upon CTRMA's

acceptance of the Intersection Project. Cedar Park hereby provides a right-of-entry to CTRMA personnel and its authorized representatives to areas outside CTRMA's right-of-way throughout the duration of the Project for the CTRMA to perform inspection and oversight of the Project.

C. Utilities. Cedar Park shall be responsible for the adjustment, removal, or relocation of existing utility facilities for the Intersection Project in accordance with applicable state and federal laws, regulations, rules, policies, and procedures. Cedar Park will not be reimbursed for the cost of such required utility work. CTRMA will not be responsible for any costs associated with utility facilities. Before Cedar Park begins utility relocations and adjustments required for the Intersection Project, Cedar Park will provide CTRMA a reasonable opportunity to review, comment and approve the relocation plans.

D. Maintenance during the Construction of the Intersection Project. Except as otherwise provided in this Agreement, upon commencement of construction of the Intersection Project, Cedar Park will maintain, at its sole cost and expense, those portions of the CTRMA property directly affected by the construction of the Intersection Project, including, but not limited to the following: (a) litter pickup, (b) mowing, (c) temporary traffic safety items, (d) traffic control, (e) prompt pothole/pavement repair, and (f) repair of damage of any kind resulting from the construction of the Intersection Project. Cedar Park's maintenance responsibilities include, among any other areas made a part of the Intersection Project, the portions of the frontage roads that fall within the Intersection Project limits or are, in any way affected by the construction of the Intersection Project.

E. Notice of Completion. Upon completion of the Intersection Project, Cedar Park will issue and sign a "Notification of Completion" acknowledging the Intersection Project's construction completion. A copy will be provided to CTRMA prior to CTRMA's final acceptance of the Intersection Project.

F. Written Certification of Compliance. Prior to CTRMA's acceptance of the Intersection Project, Cedar Park shall furnish to CTRMA written certification from a Texas Licensed Professional Engineer that the Intersection Project was constructed in substantial compliance with the Intersection Project's plans, specifications, and quality assurance requirements.

11. Intersection Project Construction Standards & Plan Review Process

A. Intersection Project Standards. The Intersection Project will be designed and constructed in compliance with the latest applicable edition and revisions of the American Association of State Highway and Transportation Officials ("AASHTO"), TxDOT standards and CTRMA standards and specifications as described in Section 6, and as agreed to by both Parties. Landscape and aesthetic treatments shall be consistent with the existing CTRMA 183A Phase II project. All existing highway elements within CTRMA property affected by the construction of the Intersection Project will be replaced or repaired by Cedar Park, at its sole cost and expense, with items of equal or better quality if and to the extent required by the Standards. The AASHTO, TxDOT standards and CTRMA's standards and specifications are collectively referred to herein as "Intersection Project Standards."

B. Plan Review Process. Before Cedar Park begins construction of the Intersection Project, Cedar Park will provide CTRMA a reasonable opportunity to review, comment and approve

("Plan Review Process") the: (a) design of the Intersection Project at thirty percent (30%) completion, at sixty percent (60%) completion, and at ninety percent (90%) completion, (b) final construction plans and specifications (including, shop drawing review and erection and demolitions plans, if necessary), and (c) construction coordination plans for the Intersection Project. Such review and comment, shall be complete within two (2) weeks of CTRMA's receipt of plans, subject to extension by prior written and mutual agreement. CTRMA will approve plans after comments are resolved to CTRMA's satisfaction, but in no event shall such approval be unreasonably withheld, delayed, conditioned or denied. Cedar Park will provide CTRMA with copies of those approved plans, specifications and bid documents, which upon CTRMA's written approval will constitute the "Intersection Project Plans."

12. Environmental Assessment and Mitigation

Development of the Intersection Project must comply with applicable environmental laws. Cedar Park is responsible for:

A. The preparation of environmental documents in compliance with the Cedar Park's public infrastructure environmental review procedures;

B. The identification and assessment of any environmental constraints associated with the development of the Intersection Project;

C. The cost of any mitigation and remediation associated with the environmental constraints; and

D. Providing any public engagement required for development of the environmental documents and obtaining all required environmental permits and approvals.

During development of the environmental studies and coordination with the appropriate regulatory agencies, Cedar Park shall provide draft and final environmental submittals to CTRMA for review and comment. Such review and comment shall be complete within ten (10) business days of CTRMA's receipt of submittal, subject to extension by prior written and mutual agreement.

Before commencing construction of the Intersection Project, Cedar Park shall provide to CTRMA written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

13. Construction; Change Orders; Inspection Rights

A. General. Cedar Park will, at its sole cost and expense, be solely responsible for the construction of the Intersection Project in accordance with the Intersection Project Plans, including, without limitation, all required construction management, coordination, inspection, construction materials testing and all utility relocation and adjustments.

B. Change Orders, Etc. Any change orders, supplemental agreements, or additional work orders (collectively, "Change Orders") regarding any feature of the Intersection Project that: (a) affects CTRMA property, or (b) will, at any time, be maintained by CTRMA will be subject

to CTRMA's written approval prior to issuance. CTRMA will provide comments on any proposed Change Orders within ten (10) business days of its receipt thereof. CTRMA's approval shall be issued within ten (10) business days of resolution of comments to CTRMA's satisfaction, subject to extension by prior written and mutual agreement, but in no event shall such approval be unreasonably withheld, delayed, conditioned, or denied. CTRMA is under no obligation to approve any Change Orders or other modifications to the Intersection Project that increase the burden on CTRMA's property or that impair the safe and efficient operation of 183A. Notwithstanding the foregoing, the Parties acknowledge that minor adjustments, as reasonably determined by CTRMA, to the Intersection Improvements will be required when construction starts and will be addressed on an expedited basis to the extent reasonably possible.

C. Audit and Inspection Rights. In addition to any other exchanges of information, CTRMA will have the right to conduct field inspections and to audit, inspect and copy all Intersection Project records and documents maintained by Cedar Park. CTRMA may notify Cedar Park of any failure of materials, equipment, or installation methods to ensure compliance with this Agreement, and Cedar Park will take such measures as are reasonably necessary to address such failure(s) in a timely manner. Cedar Park will make available, without limitation, all quality testing and environmental records related to any feature of the Intersection Project that: (a) affects CTRMA property, or (b) will, at any time, be maintained by CTRMA.

14. Notice of Construction Activities

A. General. Before initiating any work on the Intersection Project, Cedar Park will provide CTRMA with reasonable notice, in writing, of its intent to perform any such activities.

B. Lane Closures within the limits of the Intersection Project or the 183A ROW. Cedar Park shall provide written notice to CTRMA of lane closures (excluding full roadway closures) at least 48 hours in advance for lane closures and detours associated with lane closures. Cedar Park shall provide written notice to CTRMA at least 7 days in advance for full roadway closures and detours associated with full roadway closures. In the event of an emergency lane closure, Cedar Park may permit the closure without the prior approval of CTRMA, and in that case, shall notify CTRMA of the closure as soon as possible after Cedar Park learns of the need for the closure. At no point shall Cedar Park close 183A tolled lanes.

C. Routine Inspection. For routine inspection activities on, under, over or in the vicinity of CTRMA property, Cedar Park will give written notice to CTRMA, describing the extent and nature of such activities at least fourteen (14) calendar days before commencement of such activities.

D. Construction and Major Repair. For construction and major repair activities that involve more than a nominal use of CTRMA property, including any activity that CTRMA, in CTRMA's sole judgment notifies Cedar Park requires the closure of or involves work in or adjacent to 183A, or that otherwise affects CTRMA's operation or use of 183A or other portions of CTRMA property, Cedar Park will provide CTRMA with as much prior written notice as is practical, but in any event, no less than thirty (30) calendar days prior written notice of the construction activity, unless CTRMA consent in writing to a shorter notice period for a particular activity.

15. Noninterference and Safety

A. General. Cedar Park will conduct all its activities and operations on, over, under, and across CTRMA property in connection with the construction of the Intersection Project or otherwise, in such a manner so as not to unreasonably interfere with or unreasonably impede CTRMA's operations or its use and maintenance of CTRMA property in accordance with CTRMA Lane Closure Policy and Guidelines.

B. Safety. Safety of personnel, property, and the public is of paramount importance in the work performed by Cedar Park under this Agreement. Cedar Park, at its sole cost and expense, will be responsible for initiating, maintaining, and supervising all safety operations and programs in connection with its activities performed under this Agreement. Cedar Park will comply with all applicable highway safety laws and standards as they exist on the Effective Date or as such laws and standards are amended prior to the termination of this Agreement.

C. Protection of Facilities and Property. Cedar Park will take such steps as are reasonably necessary to prevent damage to CTRMA property, the Intersection Project or other property by soil erosion and drainage resulting from the Intersection or the activities of Cedar Park. Notwithstanding the review of the Intersection Project by CTRMA, Cedar Park agrees that it will design and construct the Intersection Project in a manner so as not to cause damage to CTRMA property due to structural failure, upheaval, settlement, drainage, soil erosion or similar circumstances. Cedar Park agrees to be responsible for, and promptly repair, at its sole cost and expense, and such damage caused by structural failure, upheaval, settlement, drainage, soil erosion or similar circumstances due to its activities performed under this Agreement.

D. Suspension of Activities. Upon notification from CTRMA, Cedar Park will immediately suspend construction, maintenance, and repair activities on CTRMA property that violate the terms of this Agreement, including any such activities that impair the safe and efficient operation and use of CTRMA property.

E. Noninterference with Compliant Activities. CTRMA will conduct all its activities and operations on, over, under, and across CTRMA property in such a manner so as not to endanger, interfere, with or impede Cedar Park's construction, operation, maintenance, and/or repair of the Intersection Improvements, but only to the extent Cedar Park's construction, maintenance, and/or repair activities are being undertaken in accordance with this Agreement. CTRMA reserves the right to enter any part of CTRMA property, at any time, and for any reason.

16. Notice for Completion of the Intersection Project Construction

Cedar Park will notify CTRMA, in writing, not less than thirty (30) calendar days in advance of its proposed completion of the Intersection Project to permit CTRMA and Cedar Park to perform a walk-through of the Intersection Project. CTRMA and Cedar Park will reasonably cooperate in preparing and overseeing, at Cedar Park's sole cost and expense, the development of a punch list of incomplete items reasonably identified in connection with the walk-through. CTRMA shall have the authority for determining whether said punch list items have been satisfactorily completed, said determination not to be unreasonably withheld, delayed, conditioned, or denied.

17. Warranties

Cedar Park hereby warrants to CTRMA that the Intersection Project will be free from all defects, including design errors and defect in material and/or workmanship which may appear in design, materials, or construction for a period of two (2) year from the date on which the Intersection Project is accepted by CTRMA, as evidenced by a good and sufficient maintenance bond. Cedar Park further warrants to CTRMA that the Intersection Project will be free from all latent defects in design and construction for a period of five (5) years from the date on which the Intersection Project is accepted by CTRMA. CTRMA shall notify Cedar Park in writing of any claimed defects within thirty (30) days of CTRMA determining a possible defect exists, and Cedar Park shall have the right to access the CTRMA property as necessary to investigate and repair, if required, any claimed defect.

18. Project Ownership, Operation & Maintenance

After Cedar Park's completion of the Intersection Project and CTRMA's acceptance of the Intersection Project, and with the exception of the traffic signals, as provided in Section 19, below, CTRMA shall own all improvements of the Intersection Project within CTRMA's right-of-way, and CTRMA shall be responsible for operation and maintenance of the improvements of the Intersection Project within CTRMA's right-of-way.

19. Traffic Signals: Ownership, Operation & Maintenance

Cedar Park shall own, operate, and maintain all traffic signals within the Intersection Project until the parties otherwise agree in writing.

20. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CTRMA	**Cedar Park**
Central Texas Regional Mobility Authority Attn: Executive Director 3300 N IH-35, Suite 300 Austin, TX 78705	City of Cedar Park, Texas Attn: City Manager 450 Cypress Creek Rd., Bldg. 1 Cedar Park, TX 78613

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

21. Survival

Sections 4, 17, 18, 19, 23, 27, 31, 32 and 35 shall survive the expiration or termination of this Agreement for any reason.

22. Amendments

Amendments to this Agreement due to changes in the character of the Intersection Project, terms of the Agreement, or responsibilities of the parties relating to the Intersection Project may only be enacted through a mutually agreed upon, written amendment. Amendments may not include the requirement that CTRMA expend any additional funds in connection with the

Intersection Project; if any additional CTRMA funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

23. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed by either party to this Agreement and shall be cumulative. Except as otherwise provided in this Agreement, neither party shall be liable to the other for loss of profits, or any special, consequential or incidental damages, however caused, known or unknown, anticipated or unanticipated, even if advised of the possibility of such damage.

24. Notice and Opportunity to Cure

Upon any alleged default by a party, the non-defaulting party shall provide the defaulting party written notice of the defaulting party's failure to perform, or to timely, fully, and completely satisfy a term, requirement, obligation, criteria, duty, condition, or warranty under this Agreement. The notice shall describe the failure with reasonable specificity and provide the defaulting party ninety (90) days (or such longer period of time if such alleged default is not susceptible to cure in ninety (90) days; provided, that the defaulting party commences to cure within such 90-day period and diligently pursues such cure to its completion) after receipt of a notice to a defaulting party of the defaulting party's failure to timely, fully and completely comply with any one or more terms of this Agreement within which time the defaulting party shall be permitted to cure the failure and provide the non-defaulting party with written notice of such cure. A party who cures the failure and provides the non-defaulting party with written notice of such cure during the cure period shall not be deemed to be in default of this Agreement.

25. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

26. Responsibilities of the Parties

CTRMA and Cedar Park agree that neither party is an agent, servant, nor employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

27. Ownership of Documents

Upon completion or termination of this Agreement, copies of all Intersection Project documents, including Intersection Project Plans, shop drawings, as-built plans, materials testing results, and daily inspection reports prepared under this Agreement by Cedar Park shall be provided to CTRMA prior to CTRMA acceptance of the Project without restriction or limitation on their further use. The originals of the Intersection Project Plans shall remain the property of Cedar Park, with the exception of incomplete work by Cedar Park, as described in Section 4, in which case the originals shall become the property of CTRMA. At the request of the CTRMA, Cedar Park shall provide to CTRMA, in a standard format for such information, any additional Intersection Project information reasonably requested by CTRMA.

28. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When requested by a party, the other party shall furnish the requesting party with satisfactory proof of this compliance.

29. Choice of Law & Venue

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue for legal actions involving this Agreement shall be in Williamson County, Texas with respect to state court, and the United States District Court for the Western District of Texas with respect to federal court.

30. Hazardous Materials

In the event that any hazardous material, toxic waste or other substance or material potentially harmful to health, safety, or welfare is spilled, deposited, placed, or dumped on CTRMA property in connection with the Intersection Project, whether by Cedar Park or any third party, Cedar Park shall promptly notify CTRMA of the nature and extent of such event and shall, at Cedar Park's sole cost and expense, promptly remedy the condition in full compliance with all applicable law.

31. Liability

CTRMA shall not be liable or responsible for any damage or injury to persons or property (including death) as a result of the development and construction of the Intersection Project except to the extent such damage or injury is caused by the negligent act or omission of CTRMA. As consideration for CTRMA's grant of the Intersection Project License and its other agreements hereunder and without "waiver of" or "waiving" any governmental immunity to which it is entitled with respect to claims of third parties, Cedar Park agrees to reimburse CTRMA for any and all costs incurred by CTRMA in connection with any claims made against CTRMA arising from damage or loss to persons or property (including death) from the development and construction of the Intersection Project, except to the extent such damage or loss is caused by the negligent act or omission of CTRMA. The foregoing provisions are valid only to the extent permitted by the laws and Constitution of the State of Texas. This Section shall survive the termination of this Agreement.

32. Disclaimer

Cedar Park acknowledges and agrees (a) that CTRMA is not providing any guarantee, representation, or warranty, and CTRMA hereby disclaims any guarantee, representation, or warranty of the condition or suitability of the CTRMA property, in whole or in part, for the Intersection Project, and (b) that Cedar Park accepts the CTRMA property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, and/or any other hazardous materials that may be present in, on, or under the CTRMA property. Cedar Park acknowledges and agrees that it has fully exercised the right to inspect the CTRMA property for any defects as to the suitability of such property for the Intersection Project. The provisions of this Section shall survive the termination of this Agreement.

33. Dispute Resolution

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. **This mediation**

requirement shall not apply to any suit solely for injunctive relief necessary to prevent irreparable harm to property or persons.

34. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

35. Inspection of Books and Records

Cedar Park or its duly authorized representatives shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to CTRMA for review, inspection and copying at its office during the Agreement period and for the longer of :(a) seven (7) years from the date of completion of the Intersection Project; and (b) until any pending litigation or claims related to this Agreement are resolved. Additionally, CTRMA and Cedar Park and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions.

36. Insurance and Bonds

Before beginning work in CTRMA's right-of-way, Cedar Park and its contractor or subcontractors performing the Intersection Project shall provide CTRMA with a fully executed copy of a certificate of insurance verifying the existence of coverage in the descriptions and amounts shown in the table below.

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

This coverage shall be maintained until all work on CTRMA right-of-way is complete. If coverage is not maintained, all work on CTRMA right-of-way shall cease immediately, and CTRMA may recover damages and all costs of completing the Intersection Project. 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. Cedar Park 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.

Cedar Park shall require its construction contractor/s to supply performance, payment and warranty bonds securing their obligations under the construction contracts. Each performance and payment bond shall be in an amount not less than the price for the construction of the

Intersection Project contained therein. The warranty bond shall be not less than 10% of the price contained in the Intersection Project construction contracts. The construction contract for the Intersection Project shall provide that CTRMA shall be listed as an "additional obligee" with respect to bonds described in this Section 36.

37. Governmental Functions

The parties acknowledge and agree that the performance of each party of their respective obligations under this Agreement constitute governmental functions.

38. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Cedar Park, for itself, its assignees, and successors in interest agrees to comply with all applicable federal and state nondiscrimination statutes and authorities.

39. Binding on Successors and Assigns

This Agreement will bind the parties and their respective successors and assigns.

40. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY	**CEDAR PARK, TEXAS**
Signature	Signature
James M. Bass	Brenda Eivens
Typed or Printed Name	Typed or Printed Name
Executive Director	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

EXHIBIT A
PROJECT LOCATION MAP

EXHIBIT B
CEDAR PARK RESOLUTION

EXHIBIT C
CTRMA RESOLUTION

EXHIBIT D
INTERSECTION PROJECT BUDGET
(Locally Funded and Performed Project)

Cedar Park is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
INTERSECTION PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
PROFESSIONAL SERVICES		
TECHNICAL SERVICES		
PERMITS & FEES		
CONSTRUCTION SERVICES		
OTHER CONSTRUCTION CONTRACTS		
LEGAL SERVICES/PUBLIC RELATIONS		
OWNER'S PROJECT CONTINGENCY		
PROJECT MANAGEMENT SERVICES		
Subtotal for Intersection Project Phases		

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #11

Discuss and consider approving agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC to provide engineering services for retaining wall remediation on Mobility Authority facilities

Strategic Plan Relevance:	Safety and Stewardship
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	Not to Exceed Board Authorized Budgets
Funding Source:	Annual Operating Budgets
Action Requested:	Consider and act on draft resolution

Project Description/Background: In March 2022, the Mobility Authority implemented the retaining wall monitoring program whereby specialized monitoring equipment is deployed to track retaining wall movement. The resulting data is analyzed and prioritized based on a variety of factors that inform the need for repair. Once a repair schedule is developed, remediation plans are advanced. The Mobility Authority has implemented retaining wall stabilization and repair improvements on 290 Toll and 183 Toll over the past three years. The retaining wall remediation services will develop repair plans for additional retaining walls in need of corrective action.

Previous Actions/Staff Recommendation: Staff issued Prequalification Requirements on July 6, 2026 for retaining wall remediation services. The Request for Qualifications (RFQ) were issued August 7, 2026 to firms that met the prequalification requirements. On September 30, 2026, the Board authorized the Executive Director to negotiate agreements with the two most highly qualified providers.

The Executive Director has negotiated satisfactory agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC in accordance with Policy Code 401.035.

Financing: Annual Operating Budgets

Action requested/Staff Recommendation: Approve the proposed agreements with Huitt-Zollars, Inc and White Hawk Engineering & Design, LLC and authorize the Executive Director to finalize and execute the agreements on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit "A".

Backup provided: Draft resolution
Draft agreements

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

RESOLUTION NO. 26-0XX

APPROVING AGREEMENTS WITH HUITT-ZOLLARS, INC. AND WHITE HAWK ENGINEERING & DESIGN, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR RETAINING WALL REMEDIATION ON MOBILITY AUTHORITY FACILITIES

WHEREAS, the Central Texas Regional Mobility Authority (the "Mobility Authority") monitors retaining wall movement to determine repair measures necessary to stabilize retaining walls on Mobility Authority facilities; and

WHEREAS, the Mobility Authority desires professional engineering services for retaining wall remediation on identified retaining walls; and

WHEREAS, on July 6, 2026, the Mobility Authority issued prequalification requirements, and eight (8) firms met the prequalification requirements; and

WHEREAS, on August 7, 2026, the Mobility Authority issued a Request for Qualifications ("RFQ") for retaining wall remediation services; and

WHEREAS, the Mobility Authority received four (4) statements of qualifications ("SOQs") in response to the RFQ by the August 28, 2026 deadline; and

WHEREAS, on September 16, 2026, the SOQ responses were reviewed by an evaluation committee in accordance with the procedures set forth in the RFQ and the Mobility Authority's Policy Code; and

WHEREAS, on September 30, 2026, the Board authorized the Executive Director to negotiate agreements with the two (2) most highly qualified respondents, Huitt-Zollars, Inc. and White Hawk Engineering & Design, LLC; and

WHEREAS, the Executive Director has negotiated satisfactory agreements with Huitt-Zollars, Inc. and White Hawk Engineering & Design, LLC in accordance with Policy Code 401.035, which are attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves the agreements with Huitt-Zollars, Inc. and White Hawk Engineering & Design, LLC to provide professional engineering services for retaining wall remediation on Mobility Authority facilities; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the agreements on behalf of the Mobility Authority in the form or substantially the same form as Exhibit A.

.
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:	Approved:
_____	_____
James M. Bass Executive Director	Robert W. Jenkins, Jr. Chairman, Board of Directors

Exhibit A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1526832

Date Filed:
10/09/2026

Date Acknowledged:
10/15/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Huitt-Zollars, Inc.
Dallas, TX United States

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 2027 RWR Huitt-Zollars
Retaining Wall Remediation Design Services and Associated Roadway and Hydraulic Design Tasks

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Huitt, Larry	Dallas, TX United States	X	
McDermott, Robert	Dallas, TX United States	X	
Wall, Cliff	Dallas, TX United States	X	
Twomey, James	Dallas, TX United States	X	
Sosebee, John Anthony	Dallas, TX United States	X	

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

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

Certificate Number:
2026-1526832

Date Filed:
10/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Huitt-Zollars, Inc.
Dallas, TX United States

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 2027 RWR Huitt-Zollars
Retaining Wall Remediation Design Services and Associated Roadway and Hydraulic Design Tasks

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Huitt, Larry	Dallas, TX United States	X	
McDermott, Robert	Dallas, TX United States	X	
Wall, Cliff	Dallas, TX United States	X	
Twomey, James	Dallas, TX United States	X	
Sosebee, John Anthony	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert McDermott, and my date of birth is 12/23/1955.

My address is 5430 LBJ Freeway, Suite 1500, Dallas (city), TX (state), 75240 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 9th day of October (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR PROFESSIONAL SERVICES
with Work Authorizations

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and Huitt-Zollars, Inc, having its principal business address at 9600 N. Mopac Expressway, Suite 420 Austin, Texas 78759 , hereinafter called "Engineer," for the purpose of contracting for professional services.

WITNESSETH

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

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

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

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

AGREEMENT

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

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate on 06/30/2031 (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

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

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

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

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

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

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

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

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

ARTICLE 4. INVOICE REQUIREMENTS

A. Monthly Invoices. The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement with another entity, the billing statement shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

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

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

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

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

F. Invoice and Progress Report Submittal Process.

(1) The invoice submittal shall include:

- Progress report
- Forecast for completion of the scope
- Invoice (in the required format provided by the Mobility Authority)
- Supporting documents as requested

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

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

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

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

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

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

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

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

H. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost

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

ARTICLE 5. WORK AUTHORIZATIONS. The Executive Director will issue work authorizations to authorize all work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

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

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

Engineer:	**Mobility Authority:**
Mike Brown Huitt-Zollars, Inc 9600 N. MoPac Expressway, Suite 420 Austin, Texas 78759	Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 9. ENTIRETY OF AGREEMENT. This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

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

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

THE ENGINEER

Y. Elaine Jin

(Signature)

Y. Elaine Jin, P.E.

(Printed Name)

Sr. Vice President

(Title)

October 22, 2026

(Date)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

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

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

ATTACHMENT A

GENERAL PROVISIONS
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4	Additional Work
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ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

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

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work

Authorization budget for the Executive Director's approval. The Engineer must allow adequate time for the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

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

ARTICLE 2. PROGRESS

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

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

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

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

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

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

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work

Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

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

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

ARTICLE 5. CHANGES IN WORK

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

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

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

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

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

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

ARTICLE 7. DATA OWNERSHIP

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

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

of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

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

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

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

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

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

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

personnel from sources other than the Mobility Authority.

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

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

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

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

ARTICLE 10. SUBCONTRACTING

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

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

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

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

ARTICLE 11. INSPECTION OF WORK

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

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

ARTICLE 12. SUBMISSION OF REPORTS

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

ARTICLE 13. VIOLATION OF CONTRACT TERMS

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

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

ARTICLE 14. TERMINATION

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

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

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

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

D. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default

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

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

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

ARTICLE 15. COMPLIANCE WITH LAWS

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

ARTICLE 16. INDEMNIFICATION

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

ARTICLE 17. ENGINEER'S RESPONSIBILITY

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

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

1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors

and omissions will be determined by the Executive Director.

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

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

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

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

ARTICLE 18. NONCOLLUSION

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

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

ARTICLE 19. INSURANCE

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

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

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

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

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

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

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

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 19.A. through D., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 19.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.
All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 19.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the Contractual liability assumed in Article 16, above, is included.

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

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

ARTICLE 20. GRATUITIES

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

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

ARTICLE 21. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

ARTICLE 22. CERTIFICATE OF INTERESTED PARTIES
If applicable, the Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/.

ARTICLE 23. CIVIL RIGHTS COMPLIANCE
A. Compliance with Regulations: The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

B. Nondiscrimination: The Engineer, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

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

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

ARTICLE 24. PATENT RIGHTS
The Mobility Authority shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Mobility Authority to be applicable to this Contract.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. DISPUTES

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

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

ARTICLE 28. SUCCESSORS AND ASSIGNS

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

ARTICLE 29. SEVERABILITY

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

ARTICLE 30. PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 31. CONFLICT OF INTEREST

A. Representation by Engineer.

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

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

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

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

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

ARTICLE 32. AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 33. DEBARMENT CERTIFICATIONS
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the Executive Director, to furnish a copy of the certification.

ARTICLE 34. PERTINENT NON-DISCRIMINATION AUTHORITIES
During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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

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

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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

ARTICLE 35. BOYCOTT ISRAEL

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

ARTICLE 36. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Engineer verifies that:

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

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

ARTICLE 37. ENERGY COMPANY BOYCOTT

The Engineer verifies that:

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

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

ARTICLE 38. ABBREVIATIONS AND DEFINITIONS

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

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

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
Retaining Wall Remediation **Design Pool**

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

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly, or have its designated General Engineering Consultant ("GEC") provide general oversight services of the Engineer.
8. Place at Engineer's disposal all reasonably available information pertinent to the Project.
9. Provide assistance in coordinating with TxDOT or other agencies for any approvals and permits required.
10. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.
11. Place at Engineer's disposal all reasonably available information pertinent to the work. This may include but is not limited to:
    a. Survey data, graphic files, roadway design/geometry.
    b. Roadway construction plans, documents for current and/or past projects.
    c. Right-of-Way mapping.
    d. Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits.

e. If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data;

f. Planimetric layouts and/or related information.

g. Utility Permits.

12. Submittal of documentation to regulatory agencies for review and comment when specified.
13. Coordinate with utility companies for relocation efforts and any agreements needed for such.
14. Provide existing or updated utility information for both Mobility Authority-owned and third-party utilities, as available.
15. Provide assistance in coordinating with project designers, design-build developers, and contractors for any required data or information.
16. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
17. Examples of acceptable format for the deliverables required by the work authorizations.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
Retaining Wall Remediation **Design Pool**

to be provided with each work authorization

ATTACHMENT D

Key Personnel

1. Project Manager - Mike Brown
2. Retaining Wall Task Lead - David Thompson
3. Roadway/Traffic Control Task Lead - Michael McDonald
4. Geotechnical Task Lead - Clint Harris

ATTACHMENT E

FEE SCHEDULE
(Final Cost Proposal)

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

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

☐	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.
☐	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus reimbursable expenses and sub consultant's charges, if any.
☒	Cost Plus	The Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows: *Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).* In no event shall the total multiplier applied to Direct Labor Cost exceed 3.0. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.

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

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

* The **MAXIMUM AMOUNT PAYABLE** will be established by work authorizations over the Contract Period.

The maximum amount payable is based on the following data shown below. Maximum rates will be Adjusted no sooner than 12 months following the Effective Date and no more than once per calendar year, beginning January 1, 2027. Annual rate adjustments will be capped at a 3.5% per annual increase.

The overhead rate will be adjusted annually and effective upon approval by the Chief Financial Officer.

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

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME: Huitt-Zollars, Inc.		
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Principal	$ 136.84	
Sr. Project Manager	$ 116.44	
QA Manager	$ 136.84	
Sr. Civil Engineer	$ 82.11	
Sr. Structural Engineer	$ 100.02	
Civil Engineer	$ 64.69	
Structural Engineer	$ 72.15	
Engineer EIT	$ 47.31	
Sr. Landscape Architect	$ 75.46	
Landscape Architect	$ 46.78	
Landscape Architect Intern	$ 34.93	
CADD Technician	$ 35.45	
Project Support	$ 36.33	
OVERHEAD RATE	212.24%	

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME: CORSAIR		
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Sr Geotechnical Engineer	$ 76.92	
Geotechnical Engineer	$ 60.10	
Geotech EIT	$ 40.87	
Engineering Tech II	$ 36.06	
Admin	$ 36.00	
OVERHEAD RATE	193.20%	

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME: The Rios Group, Inc.		
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Project Principal	$ 95.47	
Project Engineer	$ 69.64	
Project Manager	$ 60.65	
Utility Engineer	$ 60.65	
Engineer-In-Training	$ 41.56	
Assistant Project Manager	$ 37.79	
Senior CADD Operator	$ 36.95	
CADD Operator	$ 29.20	
Junior CADD Operator	$ 24.72	
SUE Field Manager	$ 40.44	
Senior Utility Coordinator	$ 68.52	
Utility Coordinator	$ 49.42	
Utilities Specialist	$ 28.08	
Administrative/Clerical	$ 35.94	
OVERHEAD RATE	156.88%	

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**McGray & McGray Land Surveyors, Inc**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Project Manager	$ 85.00	
Surveyor (RPLS)-Senior	$ 70.00	
Surveyor (RPLS)	$ 62.00	
Senior Survey Technician	$ 43.00	
Survey Technician	$ 38.00	
GIS Technician	$ 34.00	
Certified Photogrammetrist	$ 42.00	
LiDAR Task Lead	$ 50.00	
LiDAR Mapping Technician	$ 36.00	
LiDAR Office Technician	$ 36.00	
LiDAR Processing Technician	$ 36.00	
Mapping Editor	$ 40.00	
Project Coordinator (Helicopter,Fixed Wing, Mobile, Terrestrial)	$ 48.00	
Abstractor	$ 34.00	
Admin/Clerical	$ 34.00	
Field Crew Coordinator	$ 35.00	
OVERHEAD RATE	138.69%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:		
DIRECT EXPENSES	UNIT	UNIT COST
Mileage	mile	State rate
Lodging/Hotel (Taxes/fees not included)	day/person	State rate
Lodging/Hotel - Taxes and Fees	day/person	State rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	State rate
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	Trip	$ 800.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	Mile	$ 8.00
Traffic Control Services, Arrow Boards, and Attenuator Trucks - (Includes labor, equipment, and fuel)	Day	$ 3,800.00
SUE (Quality Level C and D)		
This unit price includes personnel and equipment for records research, CADD and mapping. Price per linear foot (including all related services)	LF	$ 0.81
SUE (Quality Level B - Utility Designating)		
This unit price includes personnel and equipment for records research, designating, engineering, surveying, CADD, mapping and limited traffic control. Price per linear foot (including all related services)	LF	$ 1.94
SUE (Quality Level A - Utility Locate, Test Holes) *Includes labor and equipment for vacuum excavation, engineering, surveying and CADD*		
Price per Test Hole:		
Level A: 0 to 5 ft.	EA	$ 1,450.00
Level A: > 5 to 10 ft.	EA	$ 1,725.00
Level A: > 10 to 15 ft.	EA	$ 2,150.00
Level A: > 15 to 20 ft.	EA	$ 3,125.00
Level A: > 20 ft.	VF	$ 265.00
SUE Mobilization/Demobilization	MILE	$ 5.35
SUE Field Services One (1) Designating Person with Equipment	HOUR	$ 162.00
SUE Field Services Two (2) Designating Person with Equipment	HOUR	$ 215.00
SUE Field Services Two (2) Person Locating Crew with Vacuum Excavation Truck	HOUR	$ 295.00
Coring and Pavement Repair	EA	$ 400.00
Excavation Permit Fees	EA	$ 1,100.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor equipment and fuel)	EA	$ 1,700.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor equipment and fuel)	EA	$ 2,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor equipment and fuel)	EA	$ 2,650.00

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:		
DIRECT EXPENSES	UNIT	UNIT COST
2-Person Survey Crew	hour	$ 220.00
2-Person Survey Crew		
2-Person Survey Crew		
2-Person Survey Crew		
3-Person Survey Crew	hour	$ 280.00
LiDAR Scanner	hour	$ 125.00
LiDAR Mobile Mapping System	day	$ 9,500.00
Helicopter Mounted Aerial System	day	$ 25,000.00

ATTACHMENT F

Work Schedule

to be provided with each work authorization

ATTACHMENT G
Computer Graphics for Document and Information Exchange

to be provided with each work authorization

ATTACHMENT H
Subcontracting

HUITT-ZOLLARS Incorporated planned subcontract team members at the Contract effective date:

Corsair Consulting, LLC
McGray & McGray Land Surveyors, Inc
The Rios Group

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1529418

Date Filed:
10/15/2026

Date Acknowledged:
10/21/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

White Hawk Engineering & Design, LLC
Allen, TX United States

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 (CTRMA)

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 2027 RWR White Hawk Eng
Retaining Wall Remediation Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brooks, Kimberly	Allen, TX United States	X	
Armstrong, Holly	Allen, TX United States	X	
Edwards, Martin	Allen, TX United States	X	
Sutterfield, Greg	Allen, TX United States	X	

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

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

Certificate Number:
2026-1529418

Date Filed:
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Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

White Hawk Engineering & Design, LLC
Allen, TX United States

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Central Texas Regional Mobility Authority (CTRMA)

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 2027 RWR White Hawk Eng
Retaining Wall Remediation Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brooks, Kimberly	Allen, TX United States	X	
Armstrong, Holly	Allen, TX United States	X	
Edwards, Martin	Allen, TX United States	X	
Sutterfield, Greg	Allen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kimberly Brooks, and my date of birth is July 2, 1977.

My address is 450 Century Parkway, Allen (city), TX (state), 75013 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 15th day of October (month), 20 26 (year).

Kimberly Brooks
Signature of authorized agent of contracting business entity
(Declarant)

CONTRACT FOR PROFESSIONAL SERVICES
with Work Authorizations

THIS CONTRACT FOR PROFESSIONAL SERVICES is made by and between the Central Texas Regional Mobility Authority, 3300 N Interstate 35 Frontage Rd #300, Austin, Texas 78705, hereinafter called "Mobility Authority," and White Hawk Engineering & Design, LLC having its principal business address at 450 Century Parkway, Suite 190, Allen, TX 75013, hereinafter called "Engineer," for the purpose of contracting for professional services.

WITNESSETH

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

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

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

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

AGREEMENT

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

ARTICLE 2. CONTRACT PERIOD. This Contract becomes effective when fully executed by all parties hereto and it shall terminate on 06/30/2031 (the "Contract Period") unless the Contract Period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. A Work Authorization issued prior to expiration of this Contract may remain in effect until such time as the Services authorized under that Work Authorization are complete and accepted by the Mobility Authority. The terms of this Contract shall continue in effect in respect to any work authorization remaining in effect following the expiration of this Contract. No new Services may be added to a Work Authorization, and no new Work Authorization may be issued after the termination date of this Contract.

ARTICLE 3. COMPENSATION.

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

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

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

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

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

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

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

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

ARTICLE 4. INVOICE REQUIREMENTS

A. Monthly Invoices. The Engineer shall request reimbursement of costs incurred by submitting an itemized invoice in a form acceptable to the Mobility Authority. If the work is eligible for payment through an agreement with another entity, the billing statement shall be in a form and include such detail as that entity may require, including a breakdown of Services provided on a Project-by-Project basis, together with other Services requested by the Mobility Authority. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred, with the exception of the closing of the Mobility Authority's fiscal year. Notwithstanding the ninety (90) day submittal deadline, all requests for reimbursement of costs incurred during the Mobility Authority's fiscal year (ending June 30th) must be submitted no later than 15 days after June 30th, or the next business day if that date should occur on a weekend or holiday.

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

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

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

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

F. Invoice and Progress Report Submittal Process.

(1) The invoice submittal shall include:

- Progress report
- Forecast for completion of the scope
- Invoice (in the required format provided by the Mobility Authority)
- Supporting documents as requested

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

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

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

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

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

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

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

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

H. Audit. The Mobility Authority shall have the right to examine the books and records of the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost

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

ARTICLE 5. WORK AUTHORIZATIONS. The Executive Director will issue work authorizations to authorize all work under this contract. Refusal to accept a work authorization in the form prescribed by the Mobility Authority may be grounds for termination of the contract. The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the full execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

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

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

Engineer:	**Mobility Authority:**
Kim Brooks White Hawk Engineering & Design, LLC 450 Century Parkway, Suite 190 Allen, TX 75013	Director of Engineering Central Texas Regional Mobility Authority 3300 N Interstate 35 Frontage Rd #300 Austin, Texas 78705

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 9. ENTIRETY OF AGREEMENT. This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

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

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

THE ENGINEER

Kimberly Brooks
(Signature)

Kimberly Brooks
(Printed Name)

President
(Title)

10/22/2026
(Date)

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

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

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

ATTACHMENT A

GENERAL PROVISIONS
INDEX TO PROVISIONS

Article	Title
1	Work Authorizations
2	Progress
3	Suspension of Work Authorization
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Data Ownership
8	Public Information and Confidentiality
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms
14	Termination
15	Compliance with Laws
16	Indemnification
17	Engineer's Responsibility
18	Noncollusion
19	Insurance
20	Gratuities
21	Maintenance, Retention and Audit of Records
22	Certificate of Interested Parties
23	Civil Rights Compliance
24	Patent Rights
25	Computer Graphics Files
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28	Successors and Assigns
29	Severability
30	Prior Contracts Superseded
31	Conflict of Interest
32	Audit Requirements
33	Debarment Certifications
34	Pertinent Non-Discrimination Authorities
35	Boycott Israel
36	Firearm Entities and Trade Associations Discrimination
37	Energy Company Boycott
38	Abbreviations and Definitions

ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

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

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work

Authorization budget for the Executive Director's approval. The Engineer must allow adequate time for the Executive Director to review, negotiate, and approve any request for a Supplemental Work Authorization prior to expiration of the Work Authorization.

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

ARTICLE 2. PROGRESS

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

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

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

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

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

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

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Engineer is of the opinion that any assigned work is beyond the scope of a Work Authorization and constitutes additional work beyond the Services to be provided under the Work

Authorization, it shall promptly notify the Executive Director and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

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

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

ARTICLE 5. CHANGES IN WORK

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

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

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

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

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

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

ARTICLE 7. DATA OWNERSHIP

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

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

of the data generated or obtained by it in connection with any Project or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Executive Director. The Engineer shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Mobility Authority or for purposes of this Contract. Intellectual property developed, utilized, or modified in the performance of Services for which the Engineer is compensated under the terms of this Contract shall remain the property of the Mobility Authority, Engineer hereby agrees to provide reasonable cooperation as may be requested by the Mobility Authority in connection with the Mobility Authority's efforts to perfect or protect such intellectual property. The Mobility Authority retains an unrestricted license for software packages developed in whole or in part with Mobility Authority funds.

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

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

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

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

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

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

personnel from sources other than the Mobility Authority.

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

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

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

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

ARTICLE 10. SUBCONTRACTING

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

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

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

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

ARTICLE 11. INSPECTION OF WORK

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

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

ARTICLE 12. SUBMISSION OF REPORTS

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

ARTICLE 13. VIOLATION OF CONTRACT TERMS

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

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

ARTICLE 14. TERMINATION

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

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

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

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

D. Excusable Delays. Except with respect to defaults of subconsultants, the Engineer shall not be in default

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

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

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

ARTICLE 15. COMPLIANCE WITH LAWS

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

ARTICLE 16. INDEMNIFICATION

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

ARTICLE 17. ENGINEER'S RESPONSIBILITY

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

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

1. The Engineer's responsibility for all questions and/or clarification of any ambiguities arising from errors

and omissions will be determined by the Executive Director.

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

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

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

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

ARTICLE 18. NONCOLLUSION

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

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

ARTICLE 19. INSURANCE

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

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

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

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

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

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

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

G. General for All Insurance. The Engineer shall promptly, upon execution of this Contract, furnish certificates of insurance to the Executive Director indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 19.A. through D., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 19.E., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Executive Director.
All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Contract or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 19.B., C., and D., above, shall name the Mobility Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Contract. Certificates shall also indicate that the Contractual liability assumed in Article 16, above, is included.

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

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

ARTICLE 20. GRATUITIES

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

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

ARTICLE 21. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

ARTICLE 22. CERTIFICATE OF INTERESTED PARTIES
If applicable, the Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/.

ARTICLE 23. CIVIL RIGHTS COMPLIANCE
A. Compliance with Regulations: The Engineer shall comply with the Acts and Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.

B. Nondiscrimination: The Engineer, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

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

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

ARTICLE 24. PATENT RIGHTS
The Mobility Authority shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 25. COMPUTER GRAPHICS FILES
The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Mobility Authority to be applicable to this Contract.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the state for attorney's fees, the cost necessary to complete the Contract, including the cost of advertising and awarding a second Contract, and any other damages provided by law or the Contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. DISPUTES

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

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

ARTICLE 28. SUCCESSORS AND ASSIGNS

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

ARTICLE 29. SEVERABILITY

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

ARTICLE 30. PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 31. CONFLICT OF INTEREST

A. Representation by Engineer.

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

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

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

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

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

ARTICLE 32. AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 33. DEBARMENT CERTIFICATIONS
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Contract, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Contract shall require any party to a subcontract or purchase order awarded under this Contract to certify its eligibility to receive Federal funds and, when requested by the Executive Director, to furnish a copy of the certification.

ARTICLE 34. PERTINENT NON-DISCRIMINATION AUTHORITIES
During the performance of this Contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

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

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

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

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

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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

ARTICLE 35. BOYCOTT ISRAEL

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

ARTICLE 36. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Engineer verifies that:

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

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

ARTICLE 37. ENERGY COMPANY BOYCOTT

The Engineer verifies that:

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

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

ARTICLE 38. ABBREVIATIONS AND DEFINITIONS

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

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

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY
Retaining Wall Remediation **Design Pool**

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

1. Authorize the Engineer in writing to proceed.
2. Designate in writing a person to act as the Authority's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Authority's decisions with respect to the Services to be provided by the Engineer.
3. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
4. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables.
5. Maintain the Project's website and other public involvement materials.
6. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the project.
7. Either provide directly, or have its designated General Engineering Consultant ("GEC") provide general oversight services of the Engineer.
8. Place at Engineer's disposal all reasonably available information pertinent to the Project.
9. Provide assistance in coordinating with TxDOT or other agencies for any approvals and permits required.
10. Address problems regarding any refusal to grant right of entry (ROE) or communication with landowners who are hostile with respect to the completion of this scope of services.
11. Place at Engineer's disposal all reasonably available information pertinent to the work. This may include but is not limited to:
    a. Survey data, graphic files, roadway design/geometry.
    b. Roadway construction plans, documents for current and/or past projects.
    c. Right-of-Way mapping.
    d. Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits.

e. If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data;

f. Planimetric layouts and/or related information.

g. Utility Permits.

12. Submittal of documentation to regulatory agencies for review and comment when specified.
13. Coordinate with utility companies for relocation efforts and any agreements needed for such.
14. Provide existing or updated utility information for both Mobility Authority-owned and third-party utilities, as available.
15. Provide assistance in coordinating with project designers, design-build developers, and contractors for any required data or information.
16. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
17. Examples of acceptable format for the deliverables required by the work authorizations.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
Retaining Wall Remediation **Design Pool**

to be provided with each work authorization

ATTACHMENT D

Key Personnel

1. Project Manager - Kim Brooks
2. Retaining Wall Task Lead - Siddharth Patil
3. Roadway/Traffic Control Task Lead - Aimee Jones
4. Geotechnical Task Lead - Ajay Potturi

ATTACHMENT E

FEE SCHEDULE
(Final Cost Proposal)

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

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

☐	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an agreed upon unit price multiplied by the number of units completed for each billing. Each invoice submitted shall identify the specific Contract task(s) and completed work product/deliverable for the agreed upon price outlined in the Work Authorization.
☐	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. The specified rate includes direct labor and indirect cost and profit. The Mobility Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit. Revisions to the specified rates may be proposed no more frequently than once per calendar year, and no sooner than 12 months after the Effective Date and are subject to written approval of the Executive Director. The Mobility Authority will agree to pay the Engineer, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, an amount equal to the cumulative hours charged to the specific Project by each class of Engineer's employees multiplied by the Standard Hourly Rates for each applicable billing class for all Services performed on the specific Project, plus reimbursable expenses and sub consultant's charges, if any.
☒	Cost Plus	The Mobility Authority will agree to pay, and the Engineer will agree to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Contract and the Work Authorization, hourly rates for the staff working on the assignment computed as follows: *Direct Labor Cost x (1.0 + Overhead Rate) x (1.0 + 10 %, in decimal form).* In no event shall the total multiplier applied to Direct Labor Cost exceed 3.0. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, and provisional overhead rate. Actual wages must be within the allowable range shown on the Final Cost Proposal.

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

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

* The **MAXIMUM AMOUNT PAYABLE** will be established by work authorizations over the Contract Period.

The maximum amount payable is based on the following data shown below. Maximum rates will be Adjusted no sooner than 12 months following the Effective Date and no more than once per calendar year, beginning January 1, 2027. Annual rate adjustments will be capped at a 3.5% per annual increase.

The overhead rate will be adjusted annually and effective upon approval by the Chief Financial Officer.

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

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**White Hawk Engineering & Design, LLC**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Senior Project Manager - WHE	$ 96.15	
Project Manager - WHE	$ 80.00	
Senior Engineer - WHE	$ 89.14	
Project Engineer WHE	$ 60.58	
Design Engineer - WHE 1	$ 55.00	
Design Engineer - WHE 2	$ 49.71	
Engineer-In-Training (EIT) - WHE	$ 34.83	
Senior Structural Engineer - WHE 1	$ 104.44	
Senior Structural Engineer - WHE 2	$ 90.00	
Structural Engineer - WHE	$ 80.00	
Structural Graduate Engineer - WHE	$ 33.56	
Senior Surveyor (RPLS) - WHE	$ 81.71	
Survey Technician - WHE	$ 35.02	
Senior Survey CADD Tech - WHE	$ 37.50	
Remote Sensing Manager - WHE	$ 43.32	
Remote Sensing Technician - WHE	$ 36.65	
Survey Crew Chief - WHE	$ 29.00	
Survey Crew Member - WHE	$ 22.00	
Senior Project Administrator - WHE	$ 47.75	
OVERHEAD RATE	212.35%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**White Hawk Engineering & Design, LLC (WHE)**	
DIRECT EXPENSES	UNIT	UNIT COST
Mileage	Per Mile	Current State Rate
Tolls	Per Day Maximum	$ 50.00
Hotels	Per Person/Night	Current State Rate
Meals	Per Person/Day	Current State Rate
Flights Per Person	Max Rate	$ 750.00
Parking Per Day	Max Rate	$ 30.00
Rantal Car per Day	Max Rate	$ 125.00
Taxi/Ride Share per Ride	Max Rate	$ 50.00
USB Flashdrive	Each	$ 10.00
Standard Postage	Per Item	Current Postal Rate
Overnight Mail - letter size	Per Item	Current Postal Rate
Overnight Mail - oversized box	Per Item	Current Postal Rate
Printing/Photocopies B/W (8 1/2" X 11")	Per Sheet	$ 0.15
Printing/Photocopies B/W (11" X 17")	Per Sheet	$ 0.25
Printing/Photocopies Color (8 1/2" X 11")	Per Sheet	$ 1.00
Printing/Photocopies Color (11" X 17")	Per Sheet	$ 1.75
Plots B/W	per Sq. Ft.	$ 1.00
Plots Color	per Sq. Ft.	$ 1.75
1-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	Per Hour	$ 145.00
2-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	Per Hour	$ 185.00
3-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	Per Hour	$ 250.00
Unmanned Aerial System (includes UAS, vehicle, FAA-licensed pilot, and observer; mobilization and mileage not included)	Per Day	$ 3,500.00
Terrestrial Laser Scanner	Per Day	$ 1,250.00
Mobilization	Each	$ 5,000.00
Ground Target	Each	$ 30.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**ARS Engineers, Inc. (ARS)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Principal - ARS	$ 113.05	
Project Manager - ARS	$ 108.20	
Engineer (Design) - Senior - ARS	$ 95.06	
Engineer (Design) - ARS	$ 81.17	
Engineer (Design) - Junior - ARS	$ 60.64	
Engineer-In-Training II - ARS	$ 48.95	
Engineer-In-Training I - ARS	$ 42.00	
Engineer Technician - Senior - ARS	$ 49.00	
CADD Operator - Senior - ARS	$ 51.70	
CADD Operator - ARS	$ 44.53	
GIS Operator - Senior - ARS	$ 45.16	
Surveyor (RPLS) - Senior - ARS	$ 92.22	
Surveyor (RPLS) - ARS	$ 77.06	
Surveyor (RPLS) - Junior - ARS	$ 60.64	
Survey Technician (Surveyor-In-Training) - SIT - ARS	$ 52.11	
Survey Field Crew Coordinator - ARS	$ 44.21	
Survey Technician - ARS	$ 39.16	
Engineer (Utilities) - Senior - ARS	$ 92.54	
Engineer (Utilities) - ARS	$ 70.11	
SUE Manager - ARS	$ 81.17	
SUE Field Manager - ARS	$ 52.80	
Utilities Coordinator - Senior - ARS	$ 81.48	
Utilities Coordinator - ARS	$ 56.53	
Utilities Field Inspector - Senior - ARS	$ 52.74	
Utilities Field Inspector - ARS	$ 41.69	
Engineering Specialist (Utility) - Senior - ARS	$ 61.00	
Administrative/Clerical - ARS	$ 45.65	
OVERHEAD RATE	187.85%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**ARS Engineers, Inc. (ARS)**	
DIRECT EXPENSES	UNIT	UNIT COST
Travel		
Mileage	mile	Current State Rate
Lodging/Hotel (plus taxes/fees)	day/person	Current State Rate
Meals (excluding alcohol & tips) (overnight stay required)	day/person	Current State Rate
Surveying		
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	hour	$ 129.38
Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth	each	$ 103.50
Control Monument - Poured 2-3 feet	each	$ 310.50
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	per project	$ 7,762.50
Mobilization for LiDAR Mobile Mapping System (travel to project) (includes vehicle)	mile	$ 10.35
Hydrographic Sonar Equipment	day	$ 517.50
Utility Engineering		
Ground Penetrating Radar (equipment only) (GPR owned by provider)	day	$ 258.75
Push Camera Mapping (equipment rental) (actual cost, not to exceed)	day	$ 362.25
Backfill (off-site purchase)	CY	$ 207.00
Surveying		
1-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	hour	$ 174.00
2-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	hour	$ 260.00
3-Person Survey Crew (includes personnel, 1 GPS or robotic total station, and vehicle; mileage not included)	hour	$ 311.00
Unmanned Aerial System (includes UAS, vehicle, FAA-licensed pilot, and observer; mobilization and mileage not included)	day	$ 3,750.00
LiDAR Mobile Mapping System (includes vehicle, operator, LiDAR technician, on-project mileage and fuel; mobilization not included)	day	$ 9,500.00
Subsurface Utility Engineering		
SUE Mobilization/Demobilization - portal to portal; vacuum excavation truck, equipment, travel time for 2-person crew, fuel	mile	$ 7.15
SUE Quality Level D - records research and CADD (including overhead utilities); overhead utilities measured per LF per utility owner	LF	$ 0.87

SUE Quality Level C - records research, CADD, and surveying (including overhead utilities and appurtenances); measured per LF per utility owner	LF	$	1.05
SUE Quality Level B (Utility Designation) - records research, designating, engineering, CADD, mapping, surveying, and limited traffic control	LF	$	2.31
SUE Quality Level A (Test Hole) 0 to 5 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	1,568.00
SUE Quality Level A (Test Hole) >5 to 8 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	1,925.00
SUE Quality Level A (Test Hole) >8 to 13 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	2,613.00
SUE Quality Level A (Test Hole) >13 to 20 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	each	$	3,383.00
SUE Quality Level A (Test Hole) >20 ft - engineering, CADD, surveying, vacuum excavation, and limited traffic control	foot	$	280.00
One (1) Designating Person (personnel, standard equipment, vehicle; mileage not included)	hour	$	198.00
Two (2) Designating Persons (personnel, standard equipment, vehicle; mileage not included)	hour	$	259.00
Two (2) Person Vacuum Excavation with equipment	hour	$	470.00
Hydro-Vacuum Excavation (equipment, materials, and labor)	hour	$	495.00
Coring and repairing pavement (includes labor, equipment, and materials)	each	$	460.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**Professional Service Industries, Inc. (PSI)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Support Manager - PSI	$ 74.27	
Quality Manager - PSI	$ 74.50	
Engineer, Senior - PSI	$ 69.71	
Engineer, Project - PSI	$ 62.50	
Engineer, Staff - PSI	$ 52.90	
Engineer-in-Training - PSI	$ 37.84	
Engineer Technician, Senior - PSI	$ 31.22	
Engineer Technician - PSI	$ 26.17	
Engineer Technician, Junior- PSI	$ 18.03	
OVERHEAD RATE	157.95%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**Professional Service Industries, Inc. (PSI)**	
DIRECT EXPENSES	UNIT	UNIT COST
Travel		
Mileage	mile	State Rate
Lodging/Hotel - Taxes and Fees	day/person	$ 45.00
Lodging/Hotel (Taxes/fees not included)	day/person	State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	State Rate
Geotechnical Field Work		
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	each	$ 600.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	mile	$ 6.00
Mobilization and Demobilization of Drill Support Vehicles/Equipment, e.g. water truck, compressor trailer and tools, etc. (Trips within 100 miles from office to site)	each	$ 500.00
Mobilization and Demobilization of Drill Support Vehicles/Equipment, e.g. water truck, compressor trailer and tools, etc. (Trips over 100 miles from office to site)	mile	$ 5.00
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(less than 100 miles from office to site)	trip	$ 600.00
Mobilization of coring equipment used to drill flexible and rigid pavement (2-man crew minimum, Labor paid separately)(over 100 miles from office to site)	mile	$ 6.00
Soil Boring with Standard Penetration Test (SPT) Drilling and TxDOT Sampling (< 60 ft.)	Linear Foot	$ 45.00
Soil Boring with Standard Penetration Test (SPT) Drilling and TxDOT Sampling (>60 ft.)	Linear Foot	$ 49.00
Rock Coring (<60 ft)	Linear Foot	$ 68.00
Rock Coring (>60 ft)	Linear Foot	$ 72.00
ATV Surcharge (for rig installed on ATV)	Linear Foot	$ 5.00
Stand-by Time of Drilling Equipment	hour	$ 350.00
Borehole Grouting	Linear Foot	$ 12.00
Piezometer-2"	Linear Foot	$ 37.00
Piezometer Completion with Flush Mount w/ 2'x2' pad	each	$ 500.00
Piezometer Completion with Stick-Up and 4 bollards on 4'x4' pad	each	$ 1,250.00
Pavement Coring, 4-inch diam. Cores	inch	$ 16.00
Pavement Coring, 6-inch diam. Cores	inch	$ 20.00
Core Repair/Patch Asphalt Cold Mix	each	$ 50.00
Core Repair/Patch Concrete-Utilibond	each	$ 75.00
Traffic Control - Portable Message Board	day	$ 500.00
Traffic Control - Flashing Arrow Board	day	$ 600.00
Traffic Control -Attenuator Trucks (Lane/Shoulder Closure)	day	$ 1,600.00
Traffic Control -Attenuator Trucks (No Lane/Shoulder Closure)	day	$ 1,000.00

Traffic Control Services per TMUTCD (including all boards and use Attenuator Trucks)	day	$	5,150.00
Geotechnical Laboratory Testing			
Laboratory Compaction Characteristics of Soil Using Standard Effort - ASTM D698	each	$	295.00
Modified Proctor Test - ASTM D1557	each	$	325.00
Unconfined Compressive Strength (Soil) - ASTM D2166	each	$	75.00
Unconfined Compressive Strength (Rock) - ASTM D2938	each	$	75.00
Splitting Tensile Strength of Intact Rock Core Specimens - ASTM D3967	each	$	125.00
Direct Shear Test of Soils Under Consolidated Drained Conditions - ASTM D3080	set of 3	$	1,000.00
One-Dimensional Consolidation Properties of Soils Using Incremental Loading - ASTM D2435	each	$	550.00
One Dimensional Swell or Collapse of Soils - ASTM D4546	each	$	300.00
Dispersive Characteristics of Clay Soil by Double Hydrometer - ASTM D4221	each	$	215.00
Dispersive Characteristics of Clay Soil by Pinhole Test - ASTM D4647	each	$	300.00
Dispersive Characteristics of Clayey Soil by Crumb Test - ASTM D6572	each	$	50.00
Determining Slaking Time - Tex-102-E	each	$	118.00
Determining Moisture Content in Soil Materials - Tex-103-3	each	$	16.00
Determining Liquid Limits of Soils - Tex-104-E	each	$	55.00
Determining Plastic Soil Limits - Tex-105-e	each	$	55.00
Calculating the Plasticity Index of Soils - Tex-106-e	each	$	45.00
Determining the Bar Linear Shrinkage of Soils - Tex-107-e	each	$	58.00
Determining the Specific Gravity of Soils Tex-108-e	each	$	75.00
Particle Size Analysis of Soils, Tex-110-e	each	$	120.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve, Tex-111-e	each	$	70.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material, Tex-114-e	each	$	315.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage - Tex-131-e	set of 3	$	1,500.00
Determining Chloride and Sulfate Contents in Soils - Tex-620-J	each	$	150.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**Infrastructure Development Engineering Associates, LLC (IDEA)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Administrative/Clerical - IDEA	$ 25.00	
Construction Inspector I- IDEA	$ 30.00	
Construction Inspector II- IDEA	$ 35.00	
Construction Inspector III- IDEA	$ 45.00	
Construction Inspector III/IV- IDEA	$ 65.00	
Construction Project Engineer- IDEA	$ 60.00	
Engineer - Senior- IDEA	$ 72.00	
Engineer (Design)- IDEA	$ 45.00	
Engineer (Project)- IDEA	$ 55.00	
Engineer Technician- IDEA	$ 30.00	
Engineer-In-Training- IDEA	$ 35.00	
Field Coordinator- IDEA	$ 35.00	
Field Technician- IDEA	$ 25.00	
Laboratory Technician- IDEA	$ 20.00	
Flagger- IDEA	$ 25.00	
Geologist- IDEA	$ 45.00	
OVERHEAD RATE	120.00%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**Infrastructure Development Engineering Associates, LLC (IDEA)**	
DIRECT EXPENSES	UNIT	UNIT COST
Determining Slaking Time Tex-102-E	each	$ 55.00
Determining the Bar Linear Shrinkage of Soils Tex-107-E	each	$ 55.00
Determining the Specific Gravity of Soils Tex-108-E	each	$ 85.00
Particle Size Analysis of Soils Tex-110-E	each	$ 165.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve Tex-111-E	each	$ 55.00
Admixing Lime to Reduce Plasticity Index of Soils Tex-112-E	each	$ 245.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials Tex-113-E	each	$ 350.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material Tex-114-E	each	$ 325.00
Ball Mill Method for Determining the Disintegration of Flexible Base Material Tex-116-E	each	$ 245.00
Triaxial Compression Test for Disturbed Soils and Base Materials Tex-117-E	each	$ 2,250.00
Triaxial Compression Test for Undisturbed Soils Tex-118-E	each	$ 110.00
Soil-Cement Testing- Part 1 Tex-120-E	each	$ 350.00
Soil-Cement Testing- Part 2 Tex-120-E	each	$ 375.00
Soil-Lime Testing- Part 1 Tex-121-E	each	$ 350.00
Soil-Lime Testing- Part 2 Tex-121-E	each	$ 375.00
Determining the Drainage Factor of Soil Materials Tex-123-E	each	$ 550.00
Determining Potential Vertical Rise Tex-124-E	each	$ 65.00
Determining Modulus of Sub-grade Reaction (K Value) Tex-125-E	each	$ 4,500.00
Molding, Testing, and Evaluating Bituminous Black Base Materials Tex-126-E	each	$ 2,500.00
Lime Fly-Ash Compressive Strength Test Methods- Part 1 Tex-127-E	each	$ 175.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2 Tex-127-E	each	$ 175.00
Determining Soil pH Tex-128-E	each	$ 45.00
Measuring the Resistivity of Soil Materials Tex-129-E	each	$ 155.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage Tex-131-E	set of 3	$ 1,800.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Multiple Change Tex-131-E	set of 3	$ 1,500.00
Texas Cone Penetration Tex-132-E	each	$ 45.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture Tex-135-E	each	$ 450.00

Manual Procedure for Description and Identification of Soils Tex-141-E	each	$	60.00
Laboratory Classification of Soils for Engineering Purposes Tex-142-E	each	$	60.00
Determining Sulfate Content in Soils - Colorimetric Method Tex-145-E	each	$	135.00
Conductivity Test for Field Detection of Sulfates in Soil Tex-146-E	each	$	75.00
Determining Chloride and Sulfate Contents in Soils Tex-620-J	each	$	55.00
One-Dimensional Consolidation ASTM D2435	each	$	550.00
Soil Direct Shear (CD) Clay ASTM D3080	each	$	650.00
One Dimensional Swell, Method C ASTM D4546	each	$	225.00
One Dimensional Swell, Methods A & B ASTM D4646	each	$	185.00
Sieve Analysis for Fine and Coarse Aggregate Tex-200-F	each	$	110.00
Bulk Specific Gravity and Water Absorption of Aggregate Tex-201-F	each	$	90.00
Apparent Specific Gravity of Material Finer thant No. 50 Sieve Tex-202-F	each	$	90.00
Sand Equivalent Tex-203-F	each	$	120.00
Design of Bituminous Mixtures Tex-204-F	each	$	2,200.00
Laboratory Method of Mixing Bituminous Mixtures Tex-205-F	set of 3	$	160.00
Compacting Specimens Using the Texas Gyratory Compactor (TGC) Tex-206-F	set of 3	$	150.00
Determining Density of Compacted Bituminous Mixtures Tex-207-F (Part I)	each	$	60.00
Determining Mat Segregation Using a Density-Testing Gauge Tex-207-F (Part V)	each	$	75.00
Determining Density of Compacted Bituminous Mixtures (Vacuum Method) Tex-207-F (Part VI)	each	$	85.00
Determining Density of Permeable Friction Course (PFC) Mixtures Tex-207-F (Part VIII)	each	$	85.00
Test of Stabilometer Value of Bituminous Mixtures Tex-208-F	set of 3	$	125.00
Determining Asphalt Conent of Bituminous by Extraction Tex-210-F	each	$	185.00
Recovery of Asphalt from Bituminous Mixtures by the Abson Process Tex-211-F	each	$	220.00
Determining Moisture Content of Bituminous Mixtures Tex-212-F	each	$	50.00
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures Tex-213-F	each	$	115.00
Determining Deleterious Material and Decantation Test for Coarse Aggregates Tex-217-F	each	$	115.00
Determining Flakiness Index Tex-224-F	each	$	100.00
Indirect Tensile Strength Test Tex-226-F	set of 3	$	85.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures Tex-227-F	each	$	85.00

Combined HMAC Cold-Belt Sampling and Testing Procedure Tex-229-F	each	$	85.00
Determining Draindown Characteristics in Bituminous Mixtures Tex-235-F	each	$	80.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method Tex-236-F	each	$	175.00
Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures Tex-241-F	set of 2	$	150.00
Hamburg Wheel-Tracking Test Tex-242-F	each	$	400.00
Thermal Profile Tex-244-F	each	$	165.00
Cantabro Loss Tex-245-F	each	$	170.00
Permeability or Water Flow of Hot Mix Asphalt Tex-246-F	each	$	75.00
Overlay Test Tex-248-F	set of 3	$	135.00
Determining Flat and Elongated Particles Tex-280-F	each	$	150.00
Effect of Water on Bituminous Paving Mixtures Tex-530-C	each	$	130.00
Compressive Strength of Cement Mortars ASTM C109	set of 3	$	75.00
Sieve Analysis of Fine and Coarse Aggregate Tex-401-A	each	$	70.00
Fineness Modulus of Fine Aggregate Tex-402-A	each	$	85.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates Tex-403-A	each	$	100.00
Determining Unit Mass (Weight) of Aggregates Tex-404-A	each	$	80.00
Determining Pecent Voids and Solids in Concrete Tex-405-A	each	$	75.00
Material Finer than 75 micrometer (No. 200) Sieve in Minderal Aggregates (Decantation Test for Concrete Aggregates) Tex-406-A	each	$	75.00
Organic Impurities in Fine Aggregate for Concrete Tex-408-A	each	$	95.00
Free Moisture and Water Absorption in Aggregate for Concrete Tex-409-A	each	$	80.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine Tex-410-A	each	$	250.00
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate Tex-411-A	each	$	275.00
Determining Deleterious Material In Mineral Aggregate Tex-413-A	each	$	100.00
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete Tex-417-A	each	$	65.00
Compressive Strength of Cylindrical Concrete Specimens Tex-418-A	each	$	25.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure Tex-419-A	each	$	60.00
Splitting Tensile Strength of Cylindrical Concrete Specimens Tex-421-A	each	$	90.00
Determining Pavement Thickness by Direct Measurement Tex-423-A	each	$	40.00
Obtaining and Testing Drilled Cores of Concrete Tex-424-A	each	$	150.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate Tex-433-A	each	$	100.00

Measuring Texture Depth by the Sand Patch Method Tex-436-A	each	$	75.00
Test Flow of Grout Mixtures (Flow Cone Method) Tex-437-A	each	$	90.00
Detemining Compressive Strength of Grouts Tex-442-A	each	$	25.00
Flexural Strength of Concrete Using Simple Beam Third-Point Loading Tex-448-A	each	$	45.00
Capping Cylindrical Concrete Specimens Tex-450-A	each	$	40.00
Determining Crushed Face Particle Count Tex-460-A	each	$	125.00
Degradation of Coarse Aggregate by Micro-Devel Abrasion Tex-461-A	each	$	275.00
Acid Insoluble Residue for Fine Aggregate Tex-612-J	each	$	60.00
Test Method for Volatile Content in Coatings (% Solids) ASTM D2369	each	$	75.00
Volumetric Shrinkage ASTM D427	each	$	90.00
Standard Proctor Test ASTM D698	each	$	265.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials Tex-113-E	each	$	285.00
California Bearing Ratio (Single Sample without MD Curve) ASTM D1883	test	$	400.00
Hydraulic Conductivity Permeability ASTM D2434	each	$	450.00
One Dimensional Consolidation Properties of Soil ASTM D2435	each	$	450.00
Unconfined Compressive Strength (Rock) ASTM D2938	each	$	60.00
Unconfined Compressive Strength soil ASTM D2166	each	$	50.00
Unconsolidated Undrained, UU Triaxial Tests ASTM D2850	each	$	90.00
Direct Shear Test of Soils Under Consolidated Drained Conditions ASTM D3080	set of 3	$	1,050.00
Direct Shear Test Crushed Stone			
Splitting Tensile of Intact Rock Core ASTM D3967	each	$	80.00
Water Stand Pipes ASTM D4043	LF	$	30.00
Calcium Carbonate Content of Soils ASTM D4373	each	$	55.00
Hydraulic Conductivity Permeability ASTM D4511	each	$	450.00
Permeability of Silt and Clays ASTM D5084	each	$	375.00
Suction Test (Filter Method) ASTM D5298	each	$	75.00
Organic Matter Content by Loss of Ignition ASTM D2974	each	$	55.00
Test Pits and Bulk Sampling (Using Backhoe)	day	$	2,850.00
Soil Sampling on Freeway at night on Major Freeway	LF	$	55.00
Rock Coring and Sampling at Night	LF	$	70.00
Night Drilling with Truck on Major Highway with Traffic Control	day	$	4,200.00
Soil Boring with SPT ASTM D1586	LF	$	45.00
Soil Boring/Rock Coring with TCP (< 60 ft.) Tex-132-E	LF	$	50.00
Soil Boring/Rock Coring with TCP (> 60 ft.) Tex-132-E	LF	$	65.00
Soil Boring/Rock Coring without TCP (< 60 ft.)	LF	$	45.00
Soil Boring /Rock Coring without TCP (> 60 ft.)	LF	$	60.00
Pavement Coring and Patching	each	$	350.00

Mobilization of Drilling Rig (Trips less than 100 miles from office to site)	each	$ 600.00
Mobilization of Drilling Rig (Trips over 100 miles from office to site)	mile	$ 7.50
GPR Data Collection	day	$ 2,500.00
Falling Weight Deflection (FWD)	day	$ 2,500.00
Heavy Weight Deflection (HWD)	day	$ 2,800.00
Borehole Grouting - Bentonite Chips	LF	$ 10.00
Piezometer - 2"	LF	$ 55.00
Piezometer Completion/Abandonment	each	$ 650.00
Manhole Cover for Piezometer	each	$ 450.00
Dynamic Cone Penetrometer ASTM D6951	LF	$ 125.00
Traffic Control Operations - Frontage Road Lane Closure	day	$ 4,500.00
Traffic Control Operations - Main Lane Closure	day	$ 6,500.00
Lodging/Hotel (Taxes / fees not included)	day/person	Current State Rate
Lodging/Hotel - Taxes and fees	day/person	$ 35.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	Current State Rate
Mileage	mile	Current State Rate
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	$ 85.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day	$ 150.00
Toll Charges	each	$ 10.00
Air Travel	Rd Trip/person	$ 1,000.00
Oversize, special handling or extra baggage airline fees (with advance coordination with CTRMA)	each	$ 150.00
Parking	day	$ 20.00
Rental Car Fuel	gallon	$ 5.00
Taxi/Cab Fare	each / person	$ 45.00
Postage & shipping (metered/bulk)	month	$ 150.00
Materials and Shipping	per package	$ 250.00
Standard Postage	letter	Current State Rate
Overnight Mail - letter size	each	Current State Rate
Overnight Mail - oversized box	each	$ 40.00
Courier Services	each	$ 60.00
Certified Letter Return Receipt	each	Current State Rate
Photocopies B/W (8 1/2" X 11")	each	$0.10
Photocopies B/W (11" X 17")	each	$0.20
Photocopies Color (8 1/2" X 11")	each	$0.75
Photocopies Color (11" X 17")	each	$1.25
Digital Ortho Plotting	sheet	$2.00
Plots (B/W on Bond)	square foot	$1.25
Plots (Color on Bond)	square foot	$1.75
Plots (Color on Photographic Paper)	square foot	$4.50
Cardstock Color (8 1/2" x 11")	each	$0.25
Notebooks	each	$2.50
4" X 6" Digital Color Print	picture	$0.45

Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	$	65.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	day	$	95.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed)	month	$	1,500.00
Construction Truck 4X4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	day	$	150.00
Construction Truck 4x4 (Includes operation and maintenance costs; Insurance costs will not be reimbursed)	month	$	1,750.00
Cylinder Molds	each	$	3.00
Monthy housing and food allowance - This rate shall be used when an Apartment, House, or RV Lot is rented. (Includes Apartment/House Rental or Rental of Lot at RV Park, Travel Trailer Expense, and Utilities, Taxes, & Meals). The only receipt necessary for the reimbursement of this rate is for the Apartment, House, or RV Lot Rental. ONLY full-time inspectors who are in the field inspecting the designated construction projects may use this rate. The inspector must be in the field a minumum of 3 weeks per calendar month to use this monthly per diem rate. Daily per diem rates cannot be used by the same inspector that uses the monthly per diem rate in the same calendar month. Use of this rate shall be substantiated by timesheets submitted for the full time field personnel inspecting the construction projects.	each/month	$	2,850.00
Air Card / Hot Spot	each/month	$	100.00
DMI - Digital Measuring Instrument	each	$	400.00
Mobilization/Demobilization Laboratory	each	$	2,500.00
AASHTO Accreditation Aggregates Laboratory	each	$	6,500.00
AASHTO Accreditation Hot Mix Laboratory	each	$	7,500.00
AASHTO Accreditation Soil Laboratory	each	$	6,500.00
CCRL Accreditation	each	$	8,000.00
Equipment Calibration	each	$	2,500.00
Office Trailer Rental	each	$	1,780.00
GPS Receiver (rates applied to actual time GPS units are in use)	hour	$	50.00
PPE	each/person/year	$	250.00

ATTACHMENT E - RATE SCHEDULE		
COST-PLUS PAYMENT BASIS		
PROVIDER NAME:	**Toole Design, Inc. (TDI)**	
DIRECT LABOR		
LABOR/STAFF CLASSIFICATION	**MAX HOURLY BASE RATE**	**MAX HOURLY CONTRACT RATE**
Principal-in-Charge - TDI	$90.52	
Project Manager - TDI	$62.95	
Landscape Architect Lead - TDI	$64.22	
Engineer Lead - TDI	$68.66	
Senior Landscape Architect - TDI	$54.56	
Engineer - TDI	$42.14	
Landscape Designer - TDI	$33.01	
Technician Manager - TDI	$47.56	
OVERHEAD RATE	173.95%	

ATTACHMENT E - RATE SCHEDULE		
OTHER DIRECT EXPENSES		
PROVIDER NAME:	**Toole Design, Inc. (TDI)**	
DIRECT EXPENSES	UNIT	UNIT COST
Flight, Roundtrip	Max Cost/Person	$ 500.00
Hotel/Lodging	Per Night/Person	Current State Rate
Meals & Incidentals, per diem (GSA-Austin, TX)	Per Day/Person	Current State Rate
Rental Car	Max Cost/Day	$ 75.00
Mileage	Per Mile	Current State Rate
Parking	Per Day	$ 35.00
Rideshare/taxi, per trip	Max Cost	$ 50.00
Copies-black & white	Per Page	$ 0.35
Copies-color,	Per Page	$ 1.00
Plots-black & white	Per Page	$ 5.00
Plots-color	Per Page	$ 65.00
Display board (plot, mount, laminate)	Per Board	$ 260.00
Express postage-small	Per Package	Current Postal Rate
Express postage-large	Per Package	Current Postal Rate

ATTACHMENT F

Work Schedule

to be provided with each work authorization

ATTACHMENT G
Computer Graphics for Document and Information Exchange

to be provided with each work authorization

ATTACHMENT H
Subcontracting

WHITE HAWK ENGINEERING & DESIGN, LLC planned subcontract team members at the Contract effective date:

ARS Engineers, Inc.
Infrastructure Development Engineering Associates, LLC
Professional Service Industries, Inc.
Toole Design Group, LLC

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #12

Discuss and consider amending criteria for evaluating participation in potential pedestrian and/or bicycle facility projects.

Strategic Plan Relevance:	Stewardship
Department:	Engineering
Contact:	James Bass, Executive Director Mike Sexton, Director of Engineering
Associated Costs:	None
Funding Source:	N/A
Action Requested:	Amend adopted criteria

Project Description/Background:
On June 25, 2025, the Board approved criteria for evaluating pedestrian and bicycle facility projects for potential funding participation by the Mobility Authority. The existing criteria assess proposed projects based on Planning, Mobility/Connectivity, Safety, Environmental Impact, and Funding. Staff is now recommending an amendment to the criteria to incorporate a new Readiness criterion, which will evaluate a project's preparedness to advance toward implementation and delivery. The addition of this criterion is intended to further support the consistent and objective evaluation of projects considered for Mobility Authority funding participation.

Financing: N/A

Action Requested / Staff Recommendation:
Staff recommends adoption of the amended criteria for evaluating Mobility Authority participation in potential pedestrian and/or bicycle facility projects.

Backup Provided: Draft resolution
Amended criteria – Attachment A

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

RESOLUTION NO. 26-0XX

AMENDING THE CRITERIA FOR EVALUATING MOBILITY AUTHORITY PARTICIPATION IN POTENTIAL PEDESTRIAN AND/OR BICYCLE FACILITY PROJECTS

WHEREAS, on June 25, 2025, the Board of Directors of the Central Texas Regional Mobility Authority (the "Mobility Authority") approved criteria for evaluating pedestrian and bicycle facility projects for potential funding participation by the Mobility Authority; and

WHEREAS, the existing criteria assess proposed projects based on Planning, Mobility/Connectivity, Safety, Environmental Impact, and Funding; and

WHEREAS, staff recommends amending the criteria to incorporate a new Readiness criterion that evaluates a project's preparedness to advance toward implementation and delivery, in order to further support the consistent and objective evaluation of projects considered for Mobility Authority funding participation; and

WHEREAS, the Executive Director recommends that the Board adopt the amended Pedestrian and Bicycle Facility Evaluation Criteria attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the amended Pedestrian and Bicycle Facility Evaluation Criteria attached hereto as Exhibit A for evaluating Mobility Authority participation in potential pedestrian and/or bicycle facility projects; and

BE IT FURTHER RESOLVED that the amended criteria replace the criteria approved on June 25, 2025.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of October 2026.

Submitted and reviewed by:

_____
James M. Bass
Executive Director

Approved:

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

Exhibit A

Attachment A

Pedestrian and Bicycle Facility Evaluation Criteria

Performance Based Evaluation

The process has been designed to be an objective evaluation that emphasizes performance-based, results-driven outcomes. Projects will be selected based on objective criteria and analysis that demonstrate the direct, measurable impacts of a project. Project evaluations require robust information to support the project applications and evaluation process. The supporting information will be thoroughly evaluated to ensure that only accurate, verifiable data is considered. The evaluation also places substantial weight on project readiness, including the ability of a project to proceed to construction and be ready for letting within eighteen (18) months of selection as further described in the project selection criteria below.

Overview

~~Projects like shared use paths are eligible, particularly those that improve safety and connectivity.~~ Initially projects are screened based on eligibility requirements before being assessed for readiness to determine that the project has been developed appropriately, and to the extent necessary, to ensure successful implementation should the project be selected for funding participation or sponsorship. Projects that successfully pass through this step will then be evaluated using the project selection criteria that includes an evaluation of planning factors. Projects will be recommended based on the resulting score ranking and funding availability.

Readiness Overview

Readiness will assess projects based on the project development process and the resulting schedule for utilizing funding as it is critical to ensure that projects have completed the necessary steps to move forward in a timely manner. The end goal of the readiness assessment is to ensure, to the highest degree practicable, that projects moved forward into the evaluation process can be implemented as presented in the application should they be selected for funding. For purposes of scoring, projects that are capable of being let for construction within eighteen (18) months following selection will receive the greatest readiness consideration. Sponsors shall provide a project schedule identifying the anticipated letting date and the status of design, environmental clearance, right-of-way, utility coordination, permits, funding, and other critical pre-construction activities.

Each project's unique development process will be considered in context; however, all projects should exhibit a thorough, iterative, and data-driven approach to development that ensures successful implementation. For the readiness evaluation, sponsors will provide a brief narrative summary of the project progress regarding the applicable development phase and include all relevant supporting materials for verification.

Eligibility Requirements

Location Requirements

The majority of a project must be located within the service area of the Mobility Authority.

Entity Eligibility

a) **For Participation:** in order for the Mobility Authority to financially participate in a project the sponsoring entity must be a Governmental Entity as defined by Section 370.003, Transportation Code.

b) **For Sponsorship:** the Mobility Authority may choose to become the sponsor of a project of a Governmental Entity or any other entity through mutual agreement. Projects submitted by non-governmental organizations, including non-profit organizations, educational institutions, advocacy organizations, or private entities, may be considered as part of the Mobility Authority's ongoing planning, coordination, partnership, or sponsorship efforts. The Mobility Authority may encourage such organizations to partner with an eligible governmental entity when pursuing funding participation or other forms of Mobility Authority involvement. This process in no way shall limit the ability of the Mobility Authority to independently pursue such projects.

Funding participation, if selected, will be provided through a reimbursable funding program pursuant to an applicable agreement. The Mobility Authority will not provide project funding as an advance payment upon selection. Reimbursement will be subject to the applicable agreement, eligible costs, and required supporting documentation.

Open Project Call

The Executive Director, in his or her discretion, may initiate an open project call for eligible pedestrian and bicycle projects using the approved Pedestrian and Bicycle Facility Evaluation Criteria, as amended from time to time. An open project call may establish application requirements, submission deadlines, available funding as approved by the Board during the capital planning process, project eligibility requirements, and other administrative requirements consistent with the approved criteria. The initiation of an open project call does not obligate the Mobility Authority to select, sponsor, or financially participate in any submitted project.

Project Selection Criteria

Criteria	Performance Measure	Max Value
Planning	The project has undergone a comprehensive planning process or is identified as a priority in a local or regional transportation plan.	10
Readiness	Construction documents/design are sufficiently advanced to support construction letting. Projects that can achieve letting within eighteen (18) months of selection will receive the maximum points available.	15
	Projects that demonstrate all material pre-construction requirements, including environmental clearance, right-of-way acquisition, utility coordination, permits, funding, and other project-specific requirements, are complete or scheduled for completion in time to support project letting within eighteen (18) months of selection will receive the maximum points available.	20
	Projects that provide a credible schedule demonstrating an anticipated letting date within eighteen (18) months of selection will receive the maximum points available.	15
Mobility/ Connectivity	Project removes a barrier or provides a connection that did not exist previously to an existing Mobility Authority Shared Use Path (SUP) ~~that did not exist previously~~.	20
	Project connects to existing facilities such as schools, community facilities, residential, employment and shopping centers, etc.	10
	Project directly links to a public transportation connection or is within - 0.25 miles or less (20) - 0.26 to 0.50 miles (15) - demonstrates potential for an identified future connection (5)	20
Safety	Project improves pedestrian and/or cyclist safety and security.	10
Environmental Impact	Project has incorporated measures that reduce, minimize, or avoid negative impacts to the environment or cultural resources.	10
Funding	Other identified/secured financial participants - The sponsor demonstrates that the project is positioned to proceed into construction after award, including a clear funding plan for the balance of project costs. ~~- each 5% of project (2)~~	20

Planning

Projects should be identified in locally or regionally adopted plans, including city or county thoroughfare plans, city comprehensive plans, or CAMPO documents including the long-range Regional Transportation Plan (RTP). Provide the name of the plan(s) in

which the project is included, its date of adoption or approval, and include any additional identifying information which may be needed to locate the project.

Readiness

Sponsors shall provide documentation sufficient to demonstrate the project's current development status and anticipated letting date. Documentation should identify, as applicable, the status of design/construction documents, environmental clearance, right-of-way acquisition or availability, utility coordination, permits, approvals, funding commitments, and procurement/letting activities. Projects with a documented ability to be let for construction within eighteen (18) months of selection will receive the highest readiness score. Projects that cannot reasonably be let within eighteen (18) months will receive reduced readiness points based on the completeness of development and the credibility of the proposed schedule.

Mobility/Connectivity

Project provides new connections or connections to Mobility Authority SUPs that increase access connectivity and reduce the functional network distance between two points for non-auto transportation. Project allows users to travel between points faster or overcome a barrier such as a river, roadway, or elevation change. Provide the distance of the shortest, safe alternative route compared to the distance with the project.

Connectivity

Provide list of existing school, community facilities, residential cluster, neighborhood, or employment center name along the project alignment (directly affected) and that would peripherally benefit from the project (within 0.25 mile).

List public transportation service or station served within 0.25 miles, or 0.5 miles. Provide map or other visual image such as an aerial screen capture with supporting measurement, along with graphical location of the public transportation route, service or station noted. Physical barriers, such as water crossing, fence, or building, should be avoided in measurement. Identified planned future transit improvements should be noted, with reference to the plan or estimated service start date.

Safety

Project provides additional separation from travel lanes, illumination, all-weather surface treatment. Project demonstrably serves both pedestrians and cyclists or separates the two modes through its implementation in a way that similar projects have documented safety improvement.

Environmental Impacts

Demonstrate that environmental factors have been identified and that all necessary

measures to protect and enhance the environment and cultural resources have been taken into consideration and incorporated into the project. Supporting documentation for this effort include environmental studies, technical reports, permits and resulting design elements.

Funding

Describe how much funding other entities have committed for the project. Provide documentation that demonstrates the committed funding for the project.

The Mobility Authority reserves the right to request additional documentation or supporting information at any time to verify the accuracy and completeness of any information submitted for evaluation, including information used to determine eligibility, project readiness, and scoring outcomes.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #13
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 roadway performance metrics.

Backup provided: None

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #14
Executive Session

Executive Session:

Discuss legal issues related to the development of the Mopac South Project, as authorized by §551.071 (Consultation with Attorney).

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #15
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

October 28, 2026
AGENDA ITEM #16
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

October 28, 2026
AGENDA ITEM #17
Executive Session

***Executive Session*:**

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

October 28, 2026
AGENDA ITEM #18
Adjourn Meeting

Adjourn Board Meeting.