CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, February 25, 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.

Consent Agenda

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

2. Approve the minutes from the January 28, 2026 Regular Board Meeting.

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

Regular Items

Items to discuss, consider, and take appropriate action.

4. Accept the unaudited financial statements for January 2026.

5. Approve and adopt the 2025 Popular Annual Financial Report.

6. Discuss and consider approving an agreement with STV Incorporated for the design and construction phase services for the 183A Added Capacity Project.

7. Discuss and consider approving a memorandum of understanding and interlocal agreement with the Texas Department of Transportation, City of Austin, Capital Metropolitan Transportation Authority, Austin Transit Partnership and Capital Area Metropolitan Planning Organization for the Central Texas Construction Partnership Program.

Briefings and Reports

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

8. Project Report.

    A. 183 North Project.

9. Executive Director Report.

    A. MoPac South Draft Environmental Assessment release and next steps.
    B. Recent agency staff activities.
    C. Agency roadway performance metrics.
    D. Behind the wheel: Navigating southbound 183 Express Lanes.

Executive Session

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

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

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

11. Discuss potential claims associated with the retaining walls on the 183 South Project, including the hiring of legal counsel to represent the Mobility Authority, as authorized by §551.071 (Consultation with Attorney)

12. 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).

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

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

14. Discuss and consider approving an agreement with the Kaeske Law Firm for legal services related to the retaining walls on the 183 South Project.

15. Adjourn meeting.

Notes

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

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

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

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

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

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

February 25, 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

February 25, 2026
AGENDA ITEM #2

Approve the minutes from the January 28, 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 January 28, 2026 Regular Board Meeting.

Backup provided: Draft minutes for the January 28, 2026 Regular Board Meeting

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

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

This was an in-person meeting. Notice of the meeting was posted on January 23, 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 78705-1849. Chairman Jenkins, Board Members David Singleton*, David Armbrust, Mike Doss, Heather Gaddes, and Ben Thompson were present.

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

https://mobilityauthority.new.swagit.com/videos/373461

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:07 a.m. and had each Board Member state their name for the record.

1. Welcome and opportunity for public comment.

   No comment was provided.

   Consent Agenda

2. Approve the minutes from the December 17, 2025 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. 26-001

   MOTION: Approve Item Nos. 2 and 3.
   RESULT: Approved (Unanimous); 5-0
   MOTION: Ben Thompson
   SECONDED BY: Heather Gaddes
   AYE: Armbrust, Doss, Gaddes, Jenkins, Thompson

NAY: None.

Regular Items

4. Accept the unaudited financial statements for December 2025.

   Presentation by Jose Hernandez, Chief Financial Officer.

   MOTION: Accept the unaudited financial statements for December 2025.
   RESULT: Approved (Unanimous); 5-0
   MOTION: Mike Doss
   SECONDED BY: Heather Gaddes
   AYE: Armbrust, Doss, Gaddes, Jenkins, Thompson
   NAY: None.

   ADOPTED AS: RESOLUTION NO. 26-002

5. Discuss and consider approving an agreement with Imperium Public Affairs, LLC for government relations services.

   Presentation by James Bass, Executive Director.

   MOTION: Approve an agreement with Imperium Public Affairs, LLC for government relations services.
   RESULT: Approved (Unanimous); 4-0
   MOTION: Mike Doss
   SECONDED BY: Ben Thompson
   AYE: Doss, Gaddes, Jenkins, , Thompson
   NAY: None.
   ABSTAINED: Armbrust

   ADOPTED AS: RESOLUTION NO. 26-003

Briefings and Reports

6. Quarterly Report.

   A. 183 North Project.

Presentation by Mike Sexton, Director of Engineering.

*Note: David Singleton joined the dais.

7. Executive Director Report.

   Presentation by James Bass, Executive Director.

   A. Recent agency staff activities.
   B. Agency roadway performance metrics.
      * David Singleton arrived.

Executive Session

Chairman Jenkins announced in open session at 10:07 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

8. Discuss the acquisition of one or more parcels or interests in real property needed for a maintenance yard and related issues, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney)

9. 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).

10. Discuss potential claims associated with the retaining walls on the 183 South Project, including the hiring of legal counsel to represent the Mobility Authority, as authorized by §551.071 (Consultation with Attorney).

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

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

After completing the executive session, the Board reconvened in open meeting at 11:00 a.m.

Regular Items

13. Adjourn meeting.

    After confirming that no member of the public wished to address the Chairman Jenkins declared the meeting adjourned at 11:00 a.m.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #3

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

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

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

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

Previous Actions & Brief History of the Program/Project: State law provides that persons deemed to be habitual violators may also be prohibited from use of the Mobility Authority's toll facilities by order of the Board of Directors. Habitual violator customers operating a vehicle in violation of a ban are subject to a Class C misdemeanor with a fine up to $500. A second or subsequent occurrence may result in impoundment of the vehicle. Similar to registration blocks, vehicle bans remain in effect until all

outstanding amounts owed to the Authority have been resolved or the customer is no longer deemed a habitual violator.

Financing: Not applicable.

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

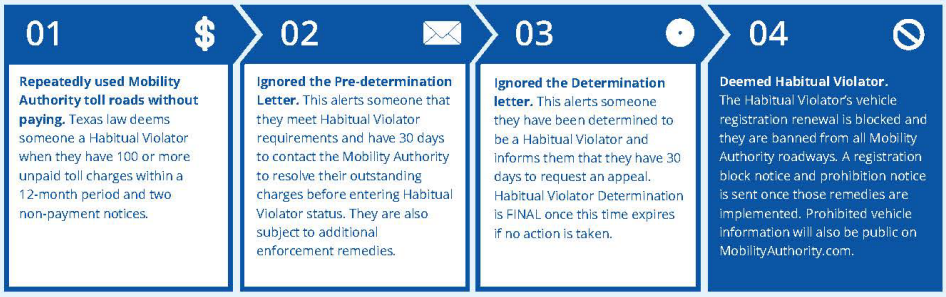
Therefore, staff recommends that the Board of Directors approve the order prohibiting certain vehicles from use of the Authority's toll facilities. Following the Board's approval of this order, a Notice of Prohibition will be mailed by first class mail advising of the ban, consequences if the ban is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

Backup provided: Habitual Violator Vehicle Ban FAQs
Draft Resolution

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; and (6) 183 Toll.

NOW THEREFORE, BE IT RESOLVED that the motor vehicles listed in Exhibit A are prohibited from operation on the Mobility Authority's toll roads, effective February 25, 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 25th day of February 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

February 25, 2026
AGENDA ITEM #4

Accept the financial statements for January 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 financial statements for January 2026.

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

Financing: N/A

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

Backup provided: Draft Resolution
Draft financial statements for January 2026

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

RESOLUTION NO. 26-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JANUARY 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 January 2026 and has caused financial statements to be prepared and attached to this resolution as Exhibit A.

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February 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 January 31, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	192,853,183	124,679,793	64.65%	92,342,269
Video Tolls	68,167,152	29,199,936	42.84%	33,693,890
Fee Revenue	16,644,065	8,069,731	48.48%	8,458,571
Total Operating Revenue	**277,664,400**	**161,949,460**	**58.33%**	**134,494,730**
Other Revenue				
Interest Income	35,440,000	17,382,565	49.05%	26,209,938
Grant Revenue	-	-	-	595,467
Miscellaneous Revenue	15,000	2,327	15.51%	11,861
Headquarters Rent Revenue	-	135,499	-	51,762
Other Financing Sources - Transfers In	-	1,813,131	-	-
Gain/Loss on Investments	-	275,466	-	79,742
Unrealized Gain/Loss	-	-	-	123,484
Total Other Revenue	**35,455,000**	**19,608,989**	**55.31%**	**27,072,253**
TOTAL REVENUE	**313,119,400**	**181,558,448**	**57.98%**	**161,566,984**
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	5,853,330	2,891,188	49.39%	2,455,256
Salary Reserve	80,000	-	-	-
TCDRS	1,261,493	729,856	57.86%	683,890
FICA	301,224	123,620	41.04%	107,827
FICA MED	84,873	41,519	48.92%	35,173
Health Insurance Expense	854,583	383,343	44.86%	291,751
Life Insurance Expense	4,401	2,278	51.77%	1,578
Auto Allowance Expense	10,200	5,653	55.42%	5,695
Other Benefits	300,617	76,773	25.54%	85,150
Unemployment Taxes	7,200	2,213	30.73%	3,042
Total Salaries and Benefits	**8,757,921**	**4,256,441**	**48.60%**	**3,669,362**
Administrative				
Administrative and Office Expenses				
Accounting	11,000	6,088	55.35%	5,584
Auditing	187,000	138,500	74.06%	195,713
Financial Advisors	180,000	108,000	60.00%	90,000
Human Resources	100,000	1,357	1.36%	9,012
Legal	30,000	-	-	19,287
IT Services	550,000	193,088	35.11%	239,848

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending January 31, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Software Licenses	1,866,000	2,003,174	107.35%	1,393,328
Cell Phones	27,900	10,888	39.03%	12,336
Local Telephone Service	2,500	365	14.59%	1,501
Overnight Delivery Services	200	104	52.22%	17
Copy Machine	15,300	8,904	58.20%	8,904
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	12,804	76.44%	6,934
Toll Tag Expense	3,000	495	16.50%	500
Parking / Local Ride Share	2,750	124	4.50%	227
Mileage Reimbursement	4,950	1,077	21.75%	509
Insurance Expense	1,601,000	762,813	47.65%	566,114
Rent Expense	855,000	564,668	66.04%	435,486
Building Parking	4,000	-	-	1,057
Total Legal Services	473,000	126,537	26.75%	78,700
Total Administrative and Office Expenses	**5,942,850**	**3,938,986**	**66.28%**	**3,065,058**
Office Supplies				
Books and Publications	4,750	1,788	37.64%	2,086
Office Supplies	7,750	1,906	24.59%	1,024
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	207,600	179,419	86.43%	13,890
Copy Supplies	500	-	-	-
Other Reports - Printing	750	-	-	-
Office Supplies - Printed	5,000	4,009	80.18%	2,394
Postage Expense	1,450	466	32.14%	297
Total Office Supplies	**232,300**	**187,588**	**80.75%**	**19,691**
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	185,000	29,036	15.70%	41,881
Research Services	185,000	-	-	11,900
Communications and Marketing	600,000	291,313	48.55%	182,775
Media Planning and Placement	1,225,000	102,929	8.40%	690,896
Direct Mail Production	45,000	-	-	-
TV and Video Production	250,000	14,700	5.88%	59,695
Photography	25,000	1,925	7.70%	850
Radio Production	50,000	-	-	-
Other Public Relations	20,000	-	-	13,421

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending January 31, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Promotional Items	25,000	10,896	43.58%	2,248
Printing	55,000	-	-	-
Other Communication Expenses	50,000	14,593	29.19%	32,119
Total Communications and Public Relations	**2,790,000**	**465,392**	**16.68%**	**1,035,784**
Employee Development				
Subscriptions	750	139	18.53%	139
Agency Memberships	89,850	57,319	63.79%	50,394
Continuing Education	15,000	1,400	9.33%	2,475
Professional Development	32,200	29,909	92.89%	3,450
Other Licenses	3,200	616	19.25%	537
Seminars and Conferences	79,100	17,525	22.16%	6,780
Travel	124,500	41,891	33.65%	26,628
Total Employee Development	**344,600**	**148,799**	**43.18%**	**90,403**
Financing and Banking Fees				
Trustee Fees	65,000	49,000	75.38%	38,000
Bank Fee Expense	12,000	6,081	50.68%	3,802
Continuing Disclosure	-	-	-	2,700
Arbitrage Rebate Calculation	17,500	19,800	113.14%	15,400
Rating Agency Expense	50,000	47,500	95.00%	46,000
Total Financing and Banking Fees	**144,500**	**122,381**	**84.69%**	**105,902**
Total Administrative	**9,454,250**	**4,863,146**	**51.44%**	**4,316,837**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	1,423,918	588,992	41.36%	395,965
GEC 2.1 Program Funding Support	273,000	161,258	59.07%	126,577
GEC-Toll Ops Support	1,564,803	635,388	40.61%	1,114,866
GEC-Roadway Ops Support	1,723,022	814,829	47.29%	487,677
GEC-Technology Support	743,076	354,103	47.65%	289,342
GEC-Public Information Support	250,000	131,547	52.62%	126,522
GEC-General Support	1,839,343	1,305,139	70.96%	721,161
General System Consultant	1,977,721	1,314,621	66.47%	1,016,503
Traffic Modeling	121,375	3,428	2.82%	-
Traffic and Revenue Consultant	1,985,000	387,814	19.54%	432,872
Total Operations and Maintenance Consulting	**11,901,258**	**5,697,118**	**47.87%**	**4,711,485**

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending January 31, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	4,281,352	1,289,106	30.11%	1,714,557
Landscape Maintenance	3,530,097	1,018,144	28.84%	1,186,187
Maintenance Supplies-Roadway	350,400	14,963	4.27%	27,545
Tools and Equipment Expense	95,000	6,447	6.79%	1,260
Gasoline	30,000	7,080	23.60%	8,147
Repair and Maintenance - Vehicles	10,000	3,803	38.03%	6,772
Natural Gas	-	891	-	878
Electricity - Roadways	364,125	143,903	39.52%	154,984
Total Roadway Operations and Maintenance	**8,660,974**	**2,484,336**	**28.68%**	**3,100,329**
Toll Processing and Collection Expense				
Image Processing	1,907,578	1,528,970	80.15%	1,240,579
Tag Collection Fees	15,331,704	8,494,119	55.40%	6,384,105
Court Enforcement Costs	189,080	4,150	2.19%	-
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	**17,928,362**	**10,027,238**	**55.93%**	**7,624,684**
Toll Operations Expense				
Generator Fuel	3,000	1,578	52.61%	523
Fire and Burglar Alarm	500	288	57.57%	288
Refuse	2,900	1,541	53.15%	1,213
Telecommunications	160,000	71,690	44.81%	98,657
Water - Irrigation	9,500	3,749	39.47%	4,522
Electricity	650	-	-	379
ETC Spare Parts Expense	250,000	288,038	115.22%	148,815
Repair and Maintenance Toll Equipment	100,000	55,780	55.78%	-
Law Enforcement	780,037	377,277	48.37%	278,757
ETC Maintenance Contract	6,127,500	2,076,949	33.90%	2,133,105
Transaction Processing Maintenance Contract	2,185,000	880,650	40.30%	1,000,902
ETC Toll Management Center System Operation	474,824	378,139	79.64%	381,983
ETC Development	520,000	43,093	8.29%	46,900
ETC Testing	450,000	-	-	-
Total Toll Operations Expense	**11,063,911**	**4,178,774**	**37.77%**	**4,096,044**
Total Operations and Maintenance	**49,554,505**	**22,387,466**	**45.18%**	**19,532,542**
Other Expenses				
Special Projects and Contingencies				
HERO	1,677,351	801,875	47.81%	-
Special Projects	250,000	-	-	-

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending January 31, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
71 Express Interest Expense	1,550,000	904,806	58.37%	1,007,591
Customer Relations	10,000	-	-	-
Technology Initiatives	75,000	-	-	-
Other Contractual Services	325,000	96,000	29.54%	103,500
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	**4,087,351**	**1,802,681**	**44.10%**	**1,111,091**
TOTAL OPERATING EXPENSE	**71,854,027**	**33,309,733**	**46.36%**	**28,629,833**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,420,000	824,753	58.08%	828,296
Amortization Expense - RTU Asset - Leases	429,000	300,272	69.99%	300,272
Amortization Expense - Refundings	7,500,000	3,868,458	51.58%	3,885,218
Total Amortization Expense	**9,349,000**	**4,993,484**	**53.41%**	**5,013,787**
Depreciation Expense				
Depreciation Expense - Equipment	4,400	15,191	345.24%	-
Depreciation Expense - Autos and Trucks	21,000	8,052	38.34%	16,472
Depreciation Expense - Building and Toll Facility	177,000	103,103	58.25%	103,103
Depreciation Expense - Highways and Bridges	55,000,000	30,803,114	56.01%	27,450,554
Depreciation Expense - Toll Equipment	3,700,000	2,307,588	62.37%	1,722,820
Depreciation Expense - Signs	823,000	372,985	45.32%	549,581
Depreciation Expense - Land Improvements	543,000	316,355	58.26%	316,355
Total Depreciation Expense	**60,268,400**	**33,926,388**	**56.29%**	**30,158,884**
TOTAL NON-CASH EXPENSE	**69,617,400**	**38,919,871**	**55.91%**	**35,172,671**
Operating Income	**171,647,973**	**109,328,844**	**63.69%**	**97,764,480**
Non-Operating Expenses				
Bond Issuance Expense	-	2,513,349	-	-
Interest Expense - Debt Obligations	97,658,977	43,196,389	44.23%	55,394,076
Interest Expense - Right to Use Assets	6,200	-	-	-
Arbitrage Expense	-	309,411	-	-
Headquarters Expenses	512,080	250,974	49.01%	4,185
Community Initiatives	600,000	258	0.04%	186,791
Total Non-Operating Expenses	**98,777,257**	**46,270,380**	**46.84%**	**55,585,052**
TOTAL EXPENSES	**240,248,684**	**118,499,985**	**49.32%**	**119,387,556**
Net Income	**72,870,716**	**63,058,464**	**86.53%**	**42,179,428**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending January 31, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue	17,746,117	13,197,699	74.37%	8,813,854
Video Tolls	5,422,828	2,710,380	49.98%	2,874,134
Fee Revenue	518,855	248,011	47.80%	322,522
Total Operating Revenue	**23,687,800**	**16,156,090**	**68.20%**	**12,010,510**
Other Revenue				
Interest Income	560,000	599,018	106.97%	641,303
Total Other Revenue	**560,000**	**599,018**	**106.97%**	**641,303**
TOTAL REVENUE	**24,247,800**	**16,755,107**	**69.10%**	**12,651,813**
EXPENSES				
Administrative and Office Expenses				
Financial Advisors	-	-	-	3,600
Software Licenses	92,500	5,405	5.84%	-
Total Administrative and Office Expenses	**92,500**	**5,405**	**5.84%**	**3,600**
Financing and Banking Fees				
Bank Fee Expense	-	360	-	-
Total Financing and Banking Fees	**-**	**360**	-	**-**
Total Administrative	**92,500**	**5,765**	**6.23%**	**3,600**
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	50,735	212,935	419.70%	140,064
GEC 2.1 Program Funding Support	27,000	44,020	163.04%	33,855
GEC-Toll Ops Support	86,553	30,349	35.06%	61,444
GEC-Roadway Ops Support	138,978	193,035	138.90%	121,714
GEC-Technology Support	39,224	108,034	275.43%	76,136
GEC-General Support	306,557	171,539	55.96%	100,680
General System Consultant	108,279	102,570	94.73%	67,422
Traffic Modeling	3,625	686	18.91%	-
Traffic and Revenue Consultant	-	167,317	-	8,054
Total Operations and Maintenance Consulting	**760,951**	**1,030,483**	**135.42%**	**609,370**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending January 31, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Roadway Operations and Maintenance				
Roadway Maintenance	606,036	70,774	11.68%	48,369
Landscape Maintenance	427,411	152,395	35.66%	181,848
Maintenance Supplies-Roadway	49,600	2,579	5.20%	6,900
Natural Gas	10,000	4,925	49.25%	4,935
Electricity - Roadways	10,875	12,678	116.58%	12,920
Total Roadway Operations and Maintenance	**1,103,922**	**243,351**	**22.04%**	**254,973**
Toll Processing and Collection Expense				
Image Processing	143,382	52,946	36.93%	-
Tag Collection Fees	1,230,770	606,655	49.29%	442,643
Court Enforcement Costs	10,920	-	-	-
Total Processing and Collection Expense	**1,385,072**	**659,601**	**47.62%**	**442,643**
Toll Operations Expense				
Telecommunications	-	249	-	5,156
Water - Irrigation	-	1,298	-	836
Law Enforcement	44,963	-	-	-
ETC Maintenance Contract	322,500	111,951	34.71%	408,362
Transaction Processing Maintenance Contract	115,000	46,350	40.30%	64,098
ETC Toll Management Center System Operation	12,176	30,501	250.50%	42,529
Total Toll Operations Expense	**494,639**	**190,349**	**38.48%**	**520,980**
Total Operations and Maintenance	**3,744,584**	**2,123,785**	**56.72%**	**1,827,966**
Other Expenses				
Special Projects and Contingencies				
HERO	96,873	104,400	107.77%	86,001
Total Special Projects and Contingencies	**96,873**	**104,400**	**107.77%**	**86,001**
TOTAL OPERATING EXPENSE	**3,933,957**	**2,233,949**	**56.79%**	**1,917,567**
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	32,000	9,912	30.98%	24,120
Total Amortization Expense	**32,000**	**9,912**	**30.98%**	**24,120**

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending January 31, 2026

	MoPac Budget Amount FY 2026	MoPac Year to Date	Percent of Budget	MoPac Prior Year to Date
Depreciation Expense				
Depreciation Expense - Highways and Bridges	5,500,000	3,187,907	57.96%	3,187,907
Depreciation Expense - Toll Equipment	440,000	255,959	58.17%	255,959
Depreciation Expense - Signs	29,000	16,654	57.43%	16,654
Total Depreciation Expense	**5,969,000**	**3,460,520**	**57.97%**	**3,460,520**
TOTAL NON-CASH EXPENSE	**6,001,000**	**3,470,432**	**57.83%**	**3,484,640**
Operating Income	**14,312,843**	**11,050,725**	**77.21%**	**7,249,606**
Non-Operating Expenses				
Interest Expense - Debt Obligations	702,389	398,999	56.81%	425,484
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Total Non-Operating Expenses	**10,702,389**	**10,398,999**	**97.17%**	**10,425,484**
TOTAL EXPENSES	**20,637,346**	**16,103,381**	**78.03%**	**15,827,691**
Net Income	**3,610,454**	**651,727**	**18.05%**	**(3,175,878)**

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2026

	System as of 1/31/26	MoPac as of 1/31/26	Consolidated as of 1/31/26	Consolidated as of 1/31/25
ASSETS				
Current Assets				
Cash				
Regions Operating Account	117,914	-	117,914	85,521
Cash in TexStar	522,308	-	522,308	4,643,467
Regions Payroll Account	124,782	-	124,782	116,803
Restricted Cash				
Goldman Sachs FSGF 465	533,015,592	-	533,015,592	411,187,635
Restricted Cash - TexSTAR	28,999,958	-	28,999,958	28,069,790
Treasury SLGS	95,774,315	-	95,774,315	173,895,702
Non-System Cash				
MoPac Operating Account	-	4,287	4,287	-
MoPac - Goldman Sachs	-	29,071,227	29,071,227	21,792,956
Headquarters Operating Account	3,357	-	3,357	3,357
Headquarters Security Deposits	28,900	-	28,900	45,802
Headquarters Property Management	34,963	-	34,963	46,263
Total Cash and Cash Equivalents	**658,622,089**	**29,075,514**	**687,697,603**	**639,887,296**
Accounts Receivables				
Accounts Receivable - Net	11,692,155	1,184,358	12,876,513	6,978,995
Lease Receivable	318,540	-	318,540	-
Due From Other Agencies	279,248	-	279,248	586,235
Due From NTTA	2,622,247	189,844	2,812,091	1,834,759
Due From HCTRA	14,414,074	986,834	15,400,908	10,612,654
Due From TxDOT	10,479,708	155,120	10,634,829	991,233
Due From Other Funds	806,181	14,663	820,844	1,511,224
Interest Receivable	619,310	-	619,310	814,390
Total Receivables	**41,231,463**	**2,530,820**	**43,762,283**	**23,329,489**
Short Term Investments				
Treasuries	45,279,200	-	45,279,200	11,882,736
Agencies	85,000,000	-	85,000,000	119,639,927
Total Short Term Investments	**130,279,200**	**-**	**130,279,200**	**131,522,663**
Total Current Assets	**830,132,752**	**31,606,334**	**861,739,086**	**794,739,448**
Capital Assets				
Non-Depreciable Assets				
Construction in Progress	515,508,033	3,585,224	519,093,257	596,920,540
Land	972,235	-	972,235	-
Right of Way	88,149,606	-	88,149,606	88,149,606
Depreciable Assets - Net Depreciation and Amortization				
Equipment	110,674	-	110,674	-

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2026

	System as of 1/31/26	MoPac as of 1/31/26	Consolidated as of 1/31/26	Consolidated as of 1/31/25
Autos and Trucks	84,180	-	84,180	61,699
Buildings and Toll Facilities	3,773,362	-	3,773,362	17,289,412
Highways and Bridges	1,642,026,608	178,102,812	1,820,129,420	1,650,358,728
Toll Equipment	24,561,901	1,134,493	25,696,394	24,399,219
Signs	10,099,313	150,070	10,249,383	10,924,172
Land Improvements	3,885,751	-	3,885,751	4,428,074
Intangible Assets				
Intangible Software	3,648,552	43,850	3,692,402	5,123,257
Right to Use Assets				
Leases	128,688	-	128,688	643,441
Total Capital Assets	**2,292,948,904**	**183,016,449**	**2,475,965,353**	**2,398,298,148**
Other Assets				
Intangible Assets-Net	138,646,273	-	138,646,273	158,850,156
Headquarters Prepaid Lease Rent	-	-	-	13,939
Prepaid Insurance	946,851	-	946,851	658,578
Deferred Outflows (Pension & OPEB related)	2,023,955	-	2,023,955	2,384,338
Total Other Assets	**141,617,078**	**-**	**141,617,078**	**161,907,011**
Total Assets	**3,264,698,734**	**214,622,783**	**3,479,321,517**	**3,354,944,608**
LIABILITIES				
Current Liabilities				
Accounts Payable	5,690,761	298,836	5,989,597	7,823,574
Headquarters Security Deposits Payable	28,897	-	28,897	45,802
Headquarters Prepaid Rent	20,049	-	20,049	-
Interest Payable	8,169,224	56,201	8,225,425	6,746,151
Due to Other Funds	1,997,575	-	1,997,575	1,511,224
TCDRS Payable	98,859	-	98,859	90,749
Due to other Agencies	6,553	-	6,553	14,243
Due to HCTRA	962,816	-	962,816	719,405
71E TxDOT Obligation - Short Term	1,536,065	-	1,536,065	1,715,248
Total Current Liabilities	**18,510,799**	**355,037**	**18,865,836**	**18,666,396**
Long Term Liabilities				
Compensated Absences	864,323	-	864,323	222,277
Right to Use Obligations - Lease	410,575	-	410,575	949,904
Deferred Inflow - Lease	335,336	-	335,336	-
Deferred Inflows (Pension & OPEB related)	1,060,679	-	1,060,679	1,192,688
Pension & OPEB Liability	1,618,061	-	1,618,061	1,971,627
Long Term Payables	**4,288,974**	**-**	**4,288,974**	**4,336,496**

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2026

	System as of 1/31/26	MoPac as of 1/31/26	Consolidated as of 1/31/26	Consolidated as of 1/31/25
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	93,750,896	-	93,750,896	103,015,707
Senior Lien Revenue Bonds 2011	-	-	-	6,942,519
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	43,345,000
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	4,008,445	-	4,008,445	5,805,528
Senior Lien Revenue Bond Premium 2018	2,217,391	-	2,217,391	2,462,779
Senior Lien Revenue Bond Premium 2020A	10,456,934	-	10,456,934	10,772,256
Senior Lien Refunding Bond Premium 2020B	9,854,303	-	9,854,303	10,389,378
Senior Lien Revenue Bonds Premium 2020E	19,709,120	-	19,709,120	21,424,507
Senior Lien Revenue Bonds Premium 2021B	50,796,360	-	50,796,360	51,969,989
Senior Lien Refunding Bonds Premium 2021D	41,772,716	-	41,772,716	43,033,175
Senior Lien Refunding Bonds Premium 2025A	10,697,221	-	10,697,221	-
Total Senior Lien Revenue Bonds	**1,530,963,387**	**-**	**1,530,963,387**	**1,604,800,838**
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	97,363,676	-	97,363,676	-
Subordinate Lien BANs 2021C	244,185,000	-	244,185,000	244,185,000
Subordinate Refunding 2016 Premium/Discount	-	-	-	3,837,622
Subordinate Lien Refunding Bonds Premium 2020G	5,720,654	-	5,720,654	6,124,626
Subordinate Lien BANS 2021C Premium	6,977,371	-	6,977,371	14,589,048
Subordinate Lien Refunding Bonds 2025B Premium	10,804,213	-	10,804,213	-
Total Sub Lien Revenue Bonds	**463,905,915**	**-**	**463,905,915**	**485,936,296**

Central Texas Regional Mobility Authority
Balance Sheet
as of January 31, 2026

	System as of 1/31/26	MoPac as of 1/31/26	Consolidated as of 1/31/26	Consolidated as of 1/31/25
Other Obligations				
TIFIA Note 2021 - 183S	321,649,414	-	321,649,414	322,354,437
TIFIA Note 2021 - 290E	41,088,581	-	41,088,581	41,088,581
TIFIA Note 2021 - 183A Phase III	106,712,890	-	106,712,890	-
71E TxDOT Obligation - Long Term	42,432,738	-	42,432,738	47,253,089
Regions 2022 MoPac Loan	-	21,090,900	21,090,900	22,490,900
Total Other Obligations	**511,883,624**	**21,090,900**	**532,974,524**	**433,187,007**
Total Long Term Liabilities	**2,511,041,900**	**21,090,900**	**2,532,132,800**	**2,528,260,637**
Total Liabilities	**2,529,552,699**	**21,445,937**	**2,550,998,636**	**2,546,927,033**
NET ASSETS				
Net Assets Beginning	672,087,571	192,525,120	864,612,691	769,014,026
Current Year Operations	63,058,464	651,727	63,710,191	39,003,549
Total Net Assets	**735,146,035**	**193,176,846**	**928,322,881**	**808,017,575**
Total Liabilities and Net Assets	**3,264,698,734**	**214,622,783**	**3,479,321,517**	**3,354,944,608**

Statement of Cash Flows
For the Month Ending January 31, 2026

	System	MoPac	Consolidated Total
Cash flows from operating activities:			
Receipts from toll fees	$ 170,460,289	$ 16,670,299	$ 187,130,588
Receipts from other income	1,947,912	-	1,947,912
Payments to vendors	(69,052,438)	(3,282,602)	(72,335,040)
Payments to employees	(4,291,173)	-	(4,291,173)
Net cash flows provided by operating activities	**$ 99,064,590**	**$ 13,387,697**	**$ 112,452,287**
Cash flows from capital and related financing activities:			
Payments on interest	$ (67,888,950)	$ (702,390)	$ (68,591,340)
Payments on obligations	(75,540,811)	(1,400,000)	(76,940,811)
RIF Contribution	-	(10,000,000)	(10,000,000)
Bond Issuance Expense	(2,513,349)	-	(2,513,349)
Payments for construction in progress	(74,940,809)	(827,908)	(75,768,717)
Net cash flows used in capital and related financing activities	**$ (220,883,919)**	**$ (12,930,298)**	**$ (233,814,217)**
Cash flows from investing activities:			
Interest income	$ 18,033,417	$ 599,018	$ 18,632,435
Purchase of investments	(129,758,260)	-	(129,758,260)
Proceeds from sale or maturity of investments	169,271,260	-	169,271,260
Net cash flows provided by investing activities	**$ 57,546,417**	**$ 599,018**	**$ 58,145,435**
Net decrease in cash and cash equivalents	**$ (64,272,912)**	**$ 1,056,417**	**$ (63,216,495)**
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	$ 658,622,088	$ 29,075,511	$ 687,697,599
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	$ 109,328,844	$ 11,050,725	$ 120,379,569
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	38,919,871	3,470,432	42,390,303
Bad Debt	3,285,084	1,033,418	4,318,502
Gain/Loss fair value investments	(275,466)		(275,466)
Changes in assets and liabilities:			-
(Increase)/Decrease accounts receivables and due from other governments	5,225,745	(519,209)	4,706,536
Increase in prepaid expenses and other assets	(653,130)	-	(653,130)
Increase/(Decrease) in accounts payable	(40,812,096)	(1,048,651)	(41,860,747)
Increase/(Decrease) in accrued expenses	(15,954,262)	(599,018)	(16,553,280)
Total adjustments	**$ (10,264,254)**	**$ 2,336,972**	**$ (7,927,282)**
Net cash flows provided by operating activities	**$ 99,064,590**	**$ 13,387,697**	**$ 112,452,287**
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	$ 325,254,358	$ 27,320,474	$ 352,574,832
Restricted cash and cash equivalents: Current	47,186,961	1,755,037	48,941,998
Restricted cash and cash equivalents: Noncurrent	286,180,769	-	286,180,769
Total	**$ 658,622,088**	**$ 29,075,511**	**$ 687,697,599**

CTRMA INVESTMENT REPORT
Month Ending January 31, 2026

	Balance 1/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 1/31/2026	Rate January 2026
Amount in Trustee TexStar							
General Fund	10,785,649.45	33,961.40				10,819,610.85	3.71%
Trustee Operating Fund	14,331,926.72	35,216.78		500,000.00		14,867,143.50	3.71%
Renewal and Replacement	8.70					8.70	3.71%
TxDOT Grant Fund	532,828.61	1,677.75				534,506.36	3.71%
Senior Lien Debt Service Reserve Fund	452,872.96	1,425.97				454,298.93	3.71%
2015 Senior Series B Project	410,139.17	1,291.44				411,430.61	3.71%
2015C TIFIA Project acct	814,806.27	2,565.67				817,371.94	3.71%
2018 290E III Senior Project	1,092,148.54	3,438.93				1,095,587.47	3.71%
	28,420,380.42	79,577.94	-	500,000.00	-	28,999,958.36	
Amount in TexStar Operating Fund	474,191.19	8,116.52	-	4,500,000.00	4,460,000.00	522,307.71	3.71%
Goldman Sachs							
Operating Fund	6,198,065.05	20,290.27	307,073.53		136,211.93	6,389,216.92	3.61%
2020A Senior Lien Debt Service Account	2,386,626.28	6,874.04		303,479.17	2,386,625.00	310,354.49	3.61%
2020B Senior Lien Debt Service Fund	2,026,151.07	5,794.17		276,733.33	2,026,150.00	282,528.57	3.61%
2020C Senior Lien Debt Service Fund	7,484,135.20	23,608.13		708,199.68	7,484,130.72	731,812.29	3.61%
2020D Sub Lien Debt Service Fund	5,090,004.65	16,081.30		457,829.56	4,820,334.80	743,580.71	3.61%
2020D Sub Debt Service Reserve Fund	4,174,201.86	21,450.67				4,195,652.53	3.61%
2020E Sr Lien Project	307,214.02	1,843.66	651,308.50		813,216.28	147,149.90	3.61%
2020E Sr Ln Project Cap I	1,631,367.99	5,154.08		(1,184,160.08)		452,361.99	3.61%
2020E Sr Lien Debt Service	2,534,540.94	5,875.38		1,728,549.75	3,718,700.00	550,266.07	3.61%
2020F Sub Lien Debt Service Fund	37,850.03	119.58				37,969.61	3.61%
2020G Sub Lien Debt Service Acct	1,276,300.65	3,551.07		212,716.67	1,276,300.00	216,268.39	3.61%
2020G Sub Debt Service Reserve Fund	4,652,739.04	14,699.68				4,667,438.72	3.61%
2021A TIFIA Sub Lien Debt Serv Reserve	22,876,826.46	72,276.13				22,949,102.59	3.61%
2021A TIFIA Sub Lien Debt Service Acct 183S	3,907,340.42	10,773.11		642,044.67	3,907,338.44	652,819.76	3.61%
2021A TIFIA Sub Lien Debt Service Acct Manor	455,689.48	1,264.04		74,710.00	455,689.25	75,974.27	3.61%
2021B Senior Lien Cap I Project Fund	15,568,598.95	49,186.81				15,617,785.76	3.61%
2021B Senior Lien Project	829,032.50	3,917.02	9,000,000.00		10,467,302.60	(634,353.08)	3.61%
2021B Senior Lien Cap I Debt Service	5,856,900.24	3,532.52		987,811.17	5,866,900.00	981,343.93	3.61%
2021B Senior Lien Cap I Debt Service Acct	9,999.77	31.59		(9,999.77)		31.59	3.61%
2021C Sub Lien Cap I Project Fund	1,558.02	4.92				1,562.94	3.61%
2021C Sub Lien Project	2,271,068.78	7,175.12				2,278,243.90	3.61%
2021C Sub Lien Debt Service Fund	6,104,628.12	16,984.98		1,017,437.50	6,104,625.00	1,034,425.60	3.61%
2021D Senior Lien Debt Service Fund	6,121,378.16	17,149.73		974,604.17	6,121,375.00	991,757.06	3.61%
2021E Senior Lien Debt Service Fund	7,144,834.32	22,573.36		870,165.81	6,836,592.63	1,200,980.86	3.61%
2010 Senior DSF	10,920,006.13	32,720.60		922,500.00	10,920,000.00	955,226.73	3.61%
2011 Senior Lien Debt Service Acct	2,835,001.60	8,538.97			2,835,000.00	8,540.57	3.61%
2013 Senior Lien Debt Service Fund	46,870.41	148.10				47,018.51	3.61%

CTRMA INVESTMENT REPORT
Month Ending January 31, 2026

	Balance 1/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 1/31/2026	Rate January 2026
2013 Sub Debt Service Reserve Fund	428,005.86	1,352.37			26,250.00	403,108.23	3.61%
2013 Subordinate Debt Service Fund	36,888.49	116.56				37,005.05	3.61%
2015A Sr Lien Debt Service	2,167,157.93	6,847.58	7,175,000.00		9,225,000.00	124,005.51	3.61%
2015B Project	2,682,543.99	8,476.04			2,508.78	2,688,511.25	3.61%
2015C TIFIA Project	44,128,682.54	82,315.53				44,210,998.07	3.61%
2016 Sr Lien Rev Refunding Debt Service	7,432,409.66	23,484.21	9,209,625.00		15,695,268.75	970,250.12	3.61%
2016 Sub Lien Rev Refunding Debt Service	4,035,227.53	12,750.12	64,743,506.25		67,772,381.25	1,019,102.65	3.61%
2016 Sub Lien Rev Refunding DSR	321,524.94	13,235.47				334,760.41	3.61%
2018 Senior Debt Service Fund 290E III	2,128,626.14	6,146.99		267,916.67	2,128,625.00	274,064.80	3.61%
2018 290E III Senior Project	4,954,151.45	15,651.92			392,664.99	4,577,138.38	3.61%
2025A Sr Debt Service Fund	218,989.58	145.42		1,295,895.83	218,989.58	1,296,041.25	3.61%
2025B Sub Debt Service Fund	203,062.50	130.63		579,875.00	203,062.50	580,005.63	3.61%
2025B Debt Service Reserve Fund	9,747,005.85	15,625.66				9,762,631.51	3.61%
TxDOT Grant Fund	1,263,346.97	18,550.82				1,281,897.79	3.61%
TxDOT Reimb - US 183N 4th GP Lane	37,709,979.98	88,227.56	10,957,031.35			48,755,238.89	3.61%
Renewal and Replacement	45.07	74.65		357,460.00	357,575.98	3.74	3.61%
Revenue Fund	1,893,793.40	29,736.58	24,474,407.35	(26,397,936.33)		1.00	3.61%
General Fund	162,476,752.37	479,076.42	20,412,500.00	8,163,987.71	2,017,729.45	189,514,587.05	3.61%
Senior Lien Debt Service Reserve Fund	109,674,278.73	366,962.98				110,041,241.71	3.61%
71E Revenue Fund	50,991,599.59	98,579.16	404,382.92	909,513.97	144,138.34	52,259,937.30	3.61%
MoPac Revenue Fund	95,619.08	4,464.90	450,686.87	(470,896.92)		79,873.93	3.61%
MoPac General Fund	21,859,415.36	63,878.80		1,730,361.05	67,700.46	23,585,954.75	3.61%
MoPac Operating Fund	4,070,036.28	12,972.27	290,715.81	396,000.00	311,093.45	4,458,630.91	3.61%
MoPac Operating Fund	3,885.39			4,000.00	3,598.48	4,286.91	3.61%
MoPac Loan Repayment Fund	1,105,336.68	3,026.63		181,201.39	342,797.42	946,767.28	3.61%
	592,377,295.50	**1,723,448.30**	**148,076,237.58**	**(5,000,000.00)**	**175,085,876.08**	**562,091,105.30**	

Amount in Fed Agencies and Treasuries

Total in Pools - TxStar	28,894,571.61	87,694.46	-	5,000,000.00	4,460,000.00	29,522,266.07
Total in Goldman Sachs FSGF	592,377,295.50	1,723,448.30	148,076,237.58	(5,000,000.00)	175,085,876.08	562,091,105.30
Total in Treasury SLGS	317,600,000.00	11,274,315.06	-	-	233,100,000.00	95,774,315.06
Total in Fed Agencies and Treasuries	150,279,200.00	-	-	-	20,000,000.00	130,279,200.00
Total Invested	1,089,151,067.11	13,085,457.82	148,076,237.58	-	432,645,876.08	817,666,886.43

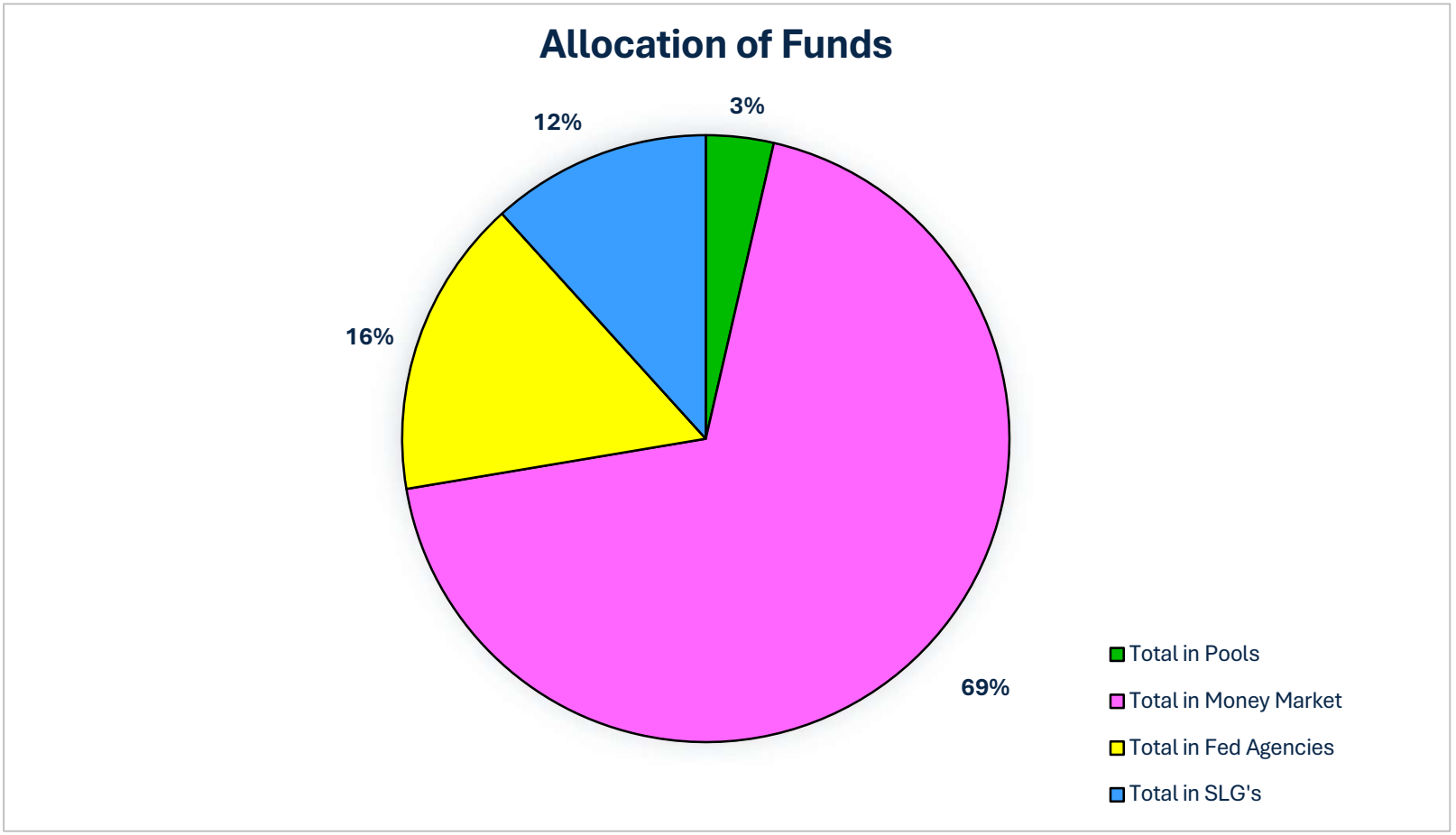
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevent provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO
Ann Zigmond, Controller

Investments by Fund

Fund	TexSTAR	TexSTAR-Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		3.74		12.44
Grant Fund	534,506.36		1,281,897.79	10,000,000.00	11,816,404.15
TxDOT Reimb - US 183N 4th GP Lane			48,755,238.89		48,755,238.89
Senior Debt Service Reserve Fund	454,298.93		110,041,241.71		110,495,540.64
2010 Senior Lien Debt Service			955,226.73		955,226.73
2011 Sr Debt Service			8,540.57		8,540.57
2013 Sr Debt Service			47,018.51		47,018.51
2013 Sub Debt Service			37,005.05		37,005.05
2013 Sub Debt Service Reserve Fund			403,108.23		403,108.23
2015 Sr Debt Service			124,005.51		124,005.51
2016 Sr Lien Rev Refunding Debt Service			970,250.12		970,250.12
2016 Sub Lien Rev Refunding Debt Service			1,019,102.65		1,019,102.65
2016 Sub Lien Rev Refunding DSR			334,760.41		334,760.41
Operating Fund	14,867,143.50	522,307.71	6,389,216.92		21,778,668.13
Revenue Fund			1.00		1.00
General Fund	10,819,610.85		189,514,587.05	120,279,200.00	320,613,397.90
71E Revenue Fund			52,259,937.30		52,259,937.30
MoPac Revenue Fund			79,873.93		79,873.93
MoPac General Fund			23,585,954.75		23,585,954.75
MoPac Operating Fund			4,462,917.82		4,462,917.82
MoPac Loan Repayment Fund			946,767.28		946,767.28
2015B Project	411,430.61		2,688,511.25		3,099,941.86
2015 TIFIA Project	817,371.94		44,210,998.07		45,028,370.01
2018 Sr Lien Debt Service			274,064.80		274,064.80
2018 Sr Lien Project	1,095,587.47		4,577,138.38		5,672,725.85
2020A Senior Lien Debt Service			310,354.49		310,354.49
2020B Senior Lien Debt Service			282,528.57		282,528.57
2020C Senior Lien Debt Service			731,812.29		731,812.29
2020D Sub Lien Debt Service			743,580.71		743,580.71
2020D Sub Debt Service Reserve Fund			4,195,652.53		4,195,652.53
2020E Senior Lien Project			147,149.90	55,020,693.91	55,167,843.81
2020E Senior Lien Project Cap Interest			452,361.99		452,361.99
2020F Sub Lien Project			550,266.07		550,266.07
2020F Sub Lien Deb Service			37,969.61		37,969.61
2020G Sub Lien Debt Service			216,268.39		216,268.39
2020G Sub Lien Debt Service Reserve			4,667,438.72		4,667,438.72
2021A Sub Lien Debt Service Reserve			22,949,102.59		22,949,102.59
2021A Sub Debt Service			728,794.03		728,794.03
2021B Senior Lien Cap I Project Fund			15,617,785.76		15,617,785.76
2021B Senior Lien Cap I Debt Service			981,343.93		981,343.93
2021B Senior Lien Project			(634,353.08)	34,718,421.71	34,084,068.63
2021B Senior Lien Cap I Debt Service Acct			31.59		31.59
2021C Sub Lien Cap I Project Fund			1,562.94		1,562.94
2021C Sub Lien Project			2,278,243.90	6,035,199.44	8,313,443.34
2021C Sub Lien Debt Service			1,034,425.60		1,034,425.60
2021D Senior Lien Debt Service			991,757.06		991,757.06
2021E Senior Lien Debt Service			1,200,980.86		1,200,980.86
2025A Sr Debt Service Fund			1,296,041.25		1,296,041.25
2025B Sub Debt Service Fund			580,005.63		580,005.63
2025B Sebt Service Reserve Fund			9,762,631.51		9,762,631.51
Totals	**28,999,958.36**	**522,307.71**	**562,091,105.30**	**226,053,515.06**	**817,666,886.43**

1/31/2026


Allocation of Funds
3%
12%
16%
69%
Total in Pools
Total in Money Market
Total in Fed Agencies
Total in SLG's

Investments as of 1/31/26

Interest Income

Fund	Agency	Yield to Maturity	Purchased	Matures	Market Value	Cost / Book Value	Maturity Value	Accrued Interest	Interest Earned
GENERAL	Treasury	4.10%	5/20/2025	6/30/2026	20,099,200	20,112,000	20,000,000	360,290	925,000
GENERAL	Farmer Mac	3.73%	9/10/2025	8/5/2026	24,986,750	25,000,000	25,000,000		
GENERAL	FAMC	3.72%	9/10/2025	9/15/2026	49,972,000	50,000,000	50,000,000		
TXDOTGRANT	FAMC	3.64%	12/15/2025	12/31/2026	10,000,000	10,000,000	10,000,000		
GENERAL	Treasury	3.80%	7/1/2025	12/31/2026	25,149,500	25,162,000	25,000,000		531,250
				Totals	130,207,450	130,274,000	130,000,000	1,816,540	1,461,450

State and Local Government Series (SLGS) as of 1/31/26

Fund	Agency	Arbitrage Yield	Yield	Purchased Date	Purchase Value	Beginning	Accrued Interest	Withdrawals	End Value
2021CPROJ	SLGS	1.831%	4.18%	4/23/2024	35,000,000	35,000,000	535,199.44	29,500,000	6,035,199.44
2021BPROJ	SLGS	1.831%	4.18%	4/23/2024	210,000,000	210,000,000	9,218,421.71	184,500,000	34,718,421.71
2020E PRJ	SLGS	1.831%	4.18%	4/1/2025	72,600,000	72,600,000	1,520,693.91	19,100,000	55,020,693.91
				Totals	**317,600,000**	**317,600,000**	**11,274,315.06**	**233,100,000**	**95,774,315.06**

TexSTAR

MONTHLY NEWSLETTER JANUARY 2026

PERFORMANCE

As of January 31, 2026

Current Invested Balance	$ 14,134,489,687.87
Weighted Average Maturity (1)	34 Days
Weighted Average Life (2)	90 Days
Net Asset Value	1.000138
Total Number of Participants	1150
Management Fee on Invested Balance	0.06%*
Interest Distributed	$ 43,645,918.50
Management Fee Collected	$ 695,221.65
% of Portfolio Invested Beyond 1 Year	6.61%
Standard & Poor's Current Rating	AAAm

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

January Averages

Average Invested Balance	$ 13,643,918,167.75
Average Monthly Yield, on a simple basis	3.7074%
Average Weighted Maturity (1)	37 Days
Average Weighted Life (2)	95 Days

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

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

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

NEW PARTICIPANTS

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

* Bexar County Emergency Services District No. 5
* Montgomery County Municipal Utility District No. 153
* Rowlett Housing Finance Corporation
* Santo Independent School District

HOLIDAY REMINDER

In observance of Presidents' Day, **TexSTAR will be closed Monday, February 16, 2026.** All ACH Transactions initiated on Friday, February 13th will settle on Tuesday, February 17th.

ECONOMIC COMMENTARY

Market review

The U.S. economy continued to expand as we entered 2026, though the pace of job creation remained modest, and inflation stayed somewhat elevated. In January, the Federal Reserve (Fed) held its first meeting of the year and chose to keep the federal funds rate unchanged, amid ongoing global and domestic uncertainties.

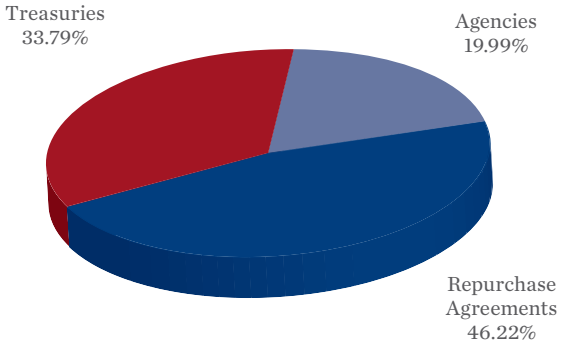
The December jobs report, released in January, painted a mixed picture. The economy added 50,000 jobs, but the previous two months' figures were revised downward by 76,000, highlighting ongoing softness in job growth. On the positive side, the unemployment rate declined to 4.4% after a temporary rise to 4.6% in November. Wage growth was steady overall, but gains were concentrated among supervisory and higher-skilled positions, while wage growth for most workers slowed. Overall, the labor market appeared to be treading water, with neither significant improvement nor deterioration as both labor demand and supply remained subdued.

Meanwhile, December's inflation data was largely in line with expectations. Headline and core Consumer Price Index (CPI) rose 2.7% and 2.6% year-over-year, respectively. Food prices saw their fastest monthly increase since 2022, while energy price declines were offset by higher utility gas costs. Core goods prices were flat, and core services inflation was driven by travel-related categories. Rent and owners' equivalent rent, categories that will remain distorted until the sample panel resets in April 2026, both rose 0.3% month-over-month, consistent with their pre-shutdown pace.

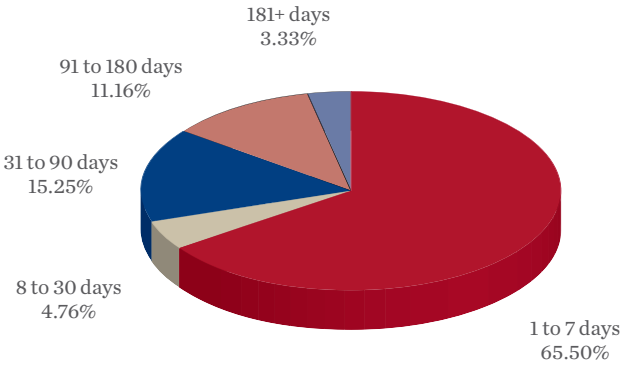
(continued page 4)

INFORMATION AT A GLANCE

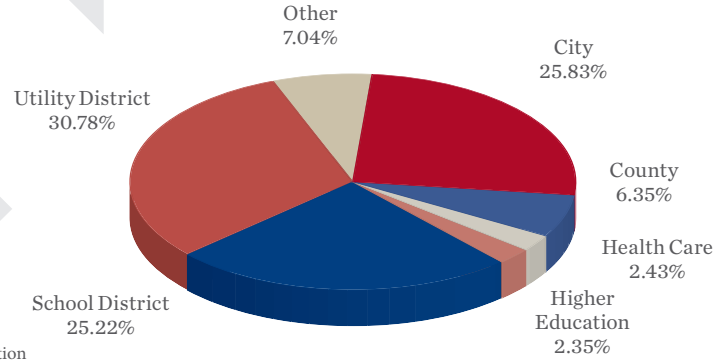
PORTFOLIO BY TYPE OF INVESTMENT AS OF JANUARY 31, 2026



PORTFOLIO BY MATURITY AS OF JANUARY 31, 2026 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF JANUARY 31, 2026



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

HISTORICAL PROGRAM INFORMATION

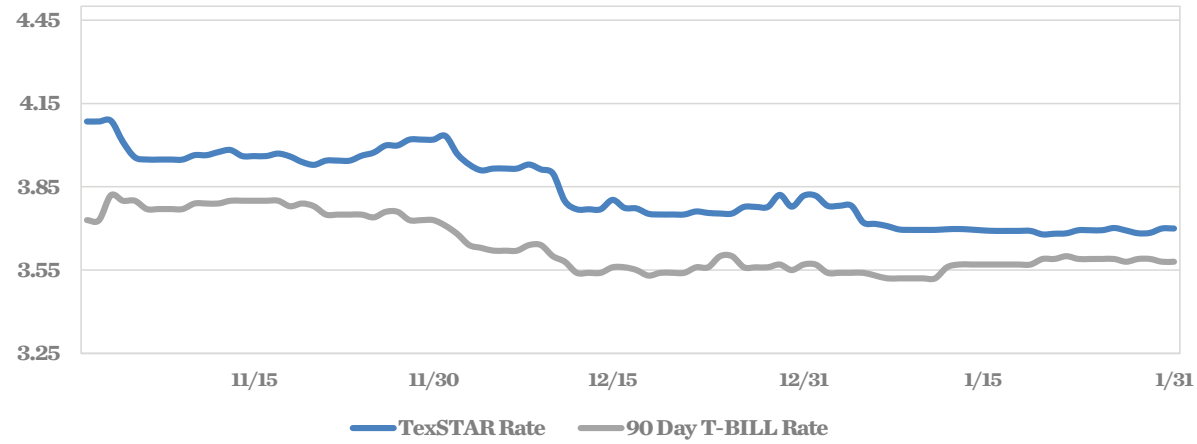
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Jan 26	3.7074%	$14,134,489,687.87	$14,136,948,435.43	1.000138	37	95	1150
Dec 25	3.8246%	12,788,699,800.27	12,792,655,256.09	1.000263	41	107	1146
Nov 25	3.9802%	12,728,766,391.86	12,730,994,343.48	1.000175	42	102	1143
Oct 25	4.1164%	13,011,629,049.75	13,014,921,958.46	1.000163	47	100	1140
Sep 25	4.2135%	13,526,011,595.54	13,529,342,119.81	1.000246	49	101	1133
Aug 25	4.2859%	13,432,632,076.54	13,434,977,535.50	1.000127	47	97	1132
Jul 25	4.2950%	12,138,930,727.22	12,138,243,630.47	0.999943	45	101	1118
Jun 25	4.2844%	11,803,410,099.81	11,803,829,569.03	1.000035	45	105	1106
May 25	4.2954%	12,103,247,938.00	12,102,961,218.01	0.999937	42	105	1103
Apr 25	4.3288%	12,882,237,563.53	12,882,447,062.78	1.000016	41	108	1092
Mar 25	4.3394%	12,954,908,093.63	12,955,435,994.98	1.000040	37	88	1089
Feb 25	4.3625%	13,098,975,899.81	13,101,204,943.33	1.000090	37	88	1083

PORTFOLIO ASSET SUMMARY AS OF JANUARY 31, 2026

		BOOK VALUE		MARKET VALUE
Uninvested Balance	$	4,517,120.00	$	4,517,120.00
Accrual of Interest Income		13,802,696.46		13,802,696.46
Interest and Management Fees Payable		(43,724,897.97)		(43,724,897.97)
Payable for Investment Purchased		(70,000,000.00)		(70,000,000.00)
Repurchase Agreement		6,576,146,000.00		6,576,146,000.00
Government Securities		7,653,748,769.38		7,656,207,516.94
TOTAL	**$**	**14,134,489,687.87**	**$**	**14,136,948,435.43**

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

TEXSTAR VERSUS 90-DAY TREASURY BILL



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

DAILY SUMMARY FOR JANUARY 2026

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
1/1/2026	3.8180%	0.000104604	$12,788,699,800.27	1.000263	42	107
1/2/2026	3.7817%	0.000103607	$12,816,949,801.06	1.000253	42	107
1/3/2026	3.7817%	0.000103607	$12,816,949,801.06	1.000253	42	106
1/4/2026	3.7817%	0.000103607	$12,816,949,801.06	1.000253	41	105
1/5/2026	3.7214%	0.000101957	$13,014,753,951.27	1.000259	41	103
1/6/2026	3.7166%	0.000101826	$13,056,696,666.63	1.000259	40	102
1/7/2026	3.7085%	0.000101604	$13,335,822,852.37	1.000257	39	100
1/8/2026	3.6965%	0.000101273	$13,444,076,429.11	1.000244	39	99
1/9/2026	3.6950%	0.000101234	$13,790,500,721.78	1.000207	38	97
1/10/2026	3.6950%	0.000101234	$13,790,500,721.78	1.000207	37	96
1/11/2026	3.6950%	0.000101234	$13,790,500,721.78	1.000207	36	94
1/12/2026	3.6973%	0.000101297	$13,788,884,704.34	1.000205	38	95
1/13/2026	3.6982%	0.000101321	$13,796,263,021.08	1.000202	37	95
1/14/2026	3.6962%	0.000101265	$13,796,451,435.93	1.000197	37	94
1/15/2026	3.6932%	0.000101184	$13,853,559,696.43	1.000182	36	93
1/16/2026	3.6914%	0.000101135	$13,925,171,533.95	1.000152	37	94
1/17/2026	3.6914%	0.000101135	$13,925,171,533.95	1.000152	36	93
1/18/2026	3.6914%	0.000101135	$13,925,171,533.95	1.000152	35	92
1/19/2026	3.6914%	0.000101135	$13,925,171,533.95	1.000152	35	91
1/20/2026	3.6788%	0.000100790	$13,854,221,383.44	1.000172	36	92
1/21/2026	3.6813%	0.000100857	$13,744,405,497.58	1.000168	36	92
1/22/2026	3.6827%	0.000100897	$13,686,801,879.74	1.000164	36	92
1/23/2026	3.6938%	0.000101200	$13,691,022,756.79	1.000144	36	92
1/24/2026	3.6938%	0.000101200	$13,691,022,756.79	1.000144	35	91
1/25/2026	3.6938%	0.000101200	$13,691,022,756.79	1.000144	35	90
1/26/2026	3.7018%	0.000101420	$13,806,826,237.21	1.000151	36	91
1/27/2026	3.6928%	0.000101172	$13,972,433,421.63	1.000155	36	90
1/28/2026	3.6829%	0.000100902	$14,078,811,796.60	1.000137	35	89
1/29/2026	3.6843%	0.000100940	$14,077,669,076.27	1.000144	35	91
1/30/2026	3.7000%	0.000101369	$14,134,489,687.87	1.000138	35	91
1/31/2026	3.7000%	0.000101369	$14,134,489,687.87	1.000138	34	90
Average	**3.7074%**	**0.000101571**	**$13,643,918,167.75**		**37**	**95**

TexSTAR

ECONOMIC COMMENTARY (cont.)

As anticipated, the Federal Open Market Committee (FOMC) voted in January to keep the federal funds rate steady at 3.50%–3.75%, following three consecutive rate cuts last year. The decision was not unanimous, with two members, Governors Miran and Waller, dissenting in favor of a 25-basis point cut, reflecting ongoing debate about the best path forward. The Fed's statement described economic activity as "solid" and noted "signs of stabilization" in the unemployment rate. Chair Powell indicated that while a rate cut is likely the next move, the timing will depend on clearer evidence that the inflationary effects of tariffs are temporary.

During the press conference, Chair Powell addressed questions about the Fed's relationship with the administration and his own future at the central bank. He emphasized his confidence that the Fed would maintain its independence, despite recent public tensions. Powell reiterated that the Fed's policy decisions remain guided by economic data and its dual mandate, not by political considerations.

As the month ended, President Trump announced the nomination of Kevin Warsh, a former Fed governor, as the next Fed Chair. Known as an "inflation hawk" who advocated for tighter monetary policy during the 2008 financial crisis, he is recognized for criticizing excessive quantitative easing, favoring a smaller Fed balance sheet. Warsh's confirmation is pending Senate approval, but he is expected to take over when Chair Powell's term ends in May. Treasury yields generally moved higher in January as economic data supported the Fed's cautious stance. Three- and six-month Treasury bill yields rose slightly to 3.66% and 3.63%, respectively, while the 12-month T-bill yield edged down to 3.47%. The two-year Treasury yield increased by 4 basis points to 3.52%.

Outlook

The U.S. economy enters 2026 on solid footing, having demonstrated resilience throughout 2025. Despite facing challenges such as tariff headwinds, a government shutdown, and tighter immigration policies, economic growth remained robust. Real GDP growth averaged about 2.5% over the first three quarters of 2025, with strong consumer spending and a surge in capital investment—particularly in artificial intelligence (AI)—providing crucial support. The fourth quarter is also expected to show healthy growth, driven by continued strength in higher-income consumer spending and ongoing momentum in AI-related capital expenditures.

Looking ahead, consumer spending should remain a key pillar of growth. Market gains, surging tax refunds, and additional fiscal stimulus are expected to support household consumption. The recently enacted One Big Beautiful Bill Act (OBBBA) is set to inject further stimulus into the economy through larger income tax refunds, likely boosting growth in early 2026. While the government shutdown likely weighed on activity late last year, the impact of new fiscal measures should more than offset this drag in the months ahead.

On the monetary policy front, the Fed is expected to maintain its current stance at least through the first half of 2026. The FOMC views the risks to its inflation and employment mandates as relatively balanced and is likely to remain on hold until incoming data decisively favors action on one side of its dual mandate.

The nomination of Kevin Warsh as the next Fed Chair introduces some uncertainty to the policy outlook. While Warsh's recent comments have been supportive of rate cuts, his historically hawkish stance and focus on the Fed's core mandate could influence the committee's direction. Even if confirmed, Warsh would need to build consensus within a committee that remains cautious amid persistent inflationary pressures. The 2026 FOMC rotation brings a mix of hawkish and dovish voices, which should help maintain a balanced approach to policy decisions. Our base case remains for one to two additional 25 basis point rate cuts, likely in the second half of the year, barring a significant slowdown in the labor market.

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

TexSTAR

TEXSTAR BOARD MEMBERS

Monte Mercer	North Central TX Council of Government	Governing Board President
David Pate	Richardson ISD	Governing Board Vice President
David Medanich	Hilltop Securities	Governing Board Secretary
Andrew Linton	J.P. Morgan Asset Management	Governing Board Asst. Sec./Treas
Brett Starr	City of Irving	Advisory Board
Sandra Newby	Qualified Non-Participant	Advisory Board
Ron Whitehead	Qualified Non-Participant	Advisory Board

HilltopSecurities
Investment Banking Solutions

J.P.Morgan
Asset Management

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #5

Approve and adopt the 2025 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).

Action Requested / Staff Recommendation:

Staff requests the Board formally approve and adopt the 2025 Popular Annual Financial Report. Following Board approval, the Executive Director will officially file the 2025 PAFR with Travis and Williamson counties.

Backup Provided: Draft resolution
2025 Popular Annual Financial Report

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

RESOLUTION NO. 26-0XX

ADOPTING THE 2025 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 describe 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 2025 Popular Annual Financial Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2026; and

WHEREAS, the Mobility Authority staff distributed a draft of the proposed 2025 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 2025 Popular Annual Financial Report attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and adopts the 2025 Popular Annual Financial Report attached hereto as Exhibit A and directs the Executive Director to file the 2025 Popular Annual Financial Report with the Commissioners Courts of Travis County and Williamson County not later than March 31, 2026.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February, 2026

Submitted and reviewed by:

James M. Bass
Executive Director

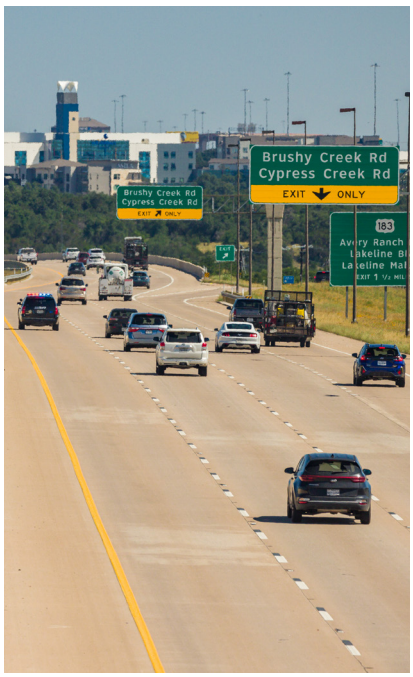
Approved:

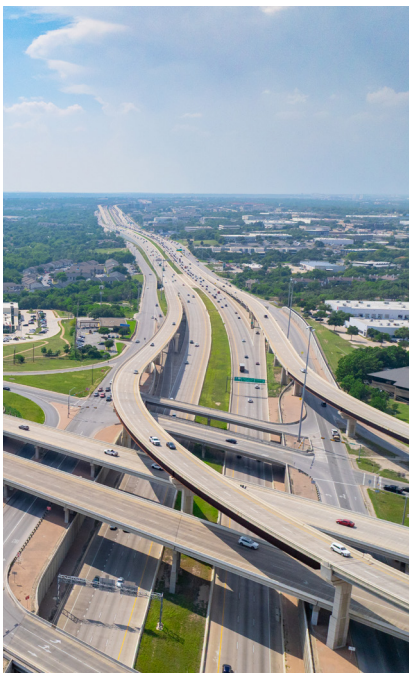
Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

2025 POPULAR ANNUAL FINANCIAL REPORT

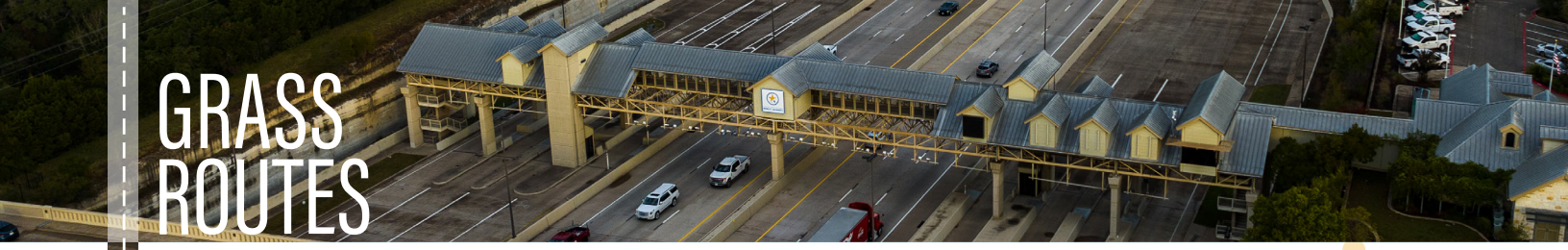
Fiscal Year Ended June 30, 2025





GRASSROUTES

MOBILITY SOLUTIONS FROM THE GROUND UP



ON BEHALF OF THE AUTHORITY,

I am pleased to present the Popular Annual Financial Report (PAFR) for the year ended June 30, 2025.

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.

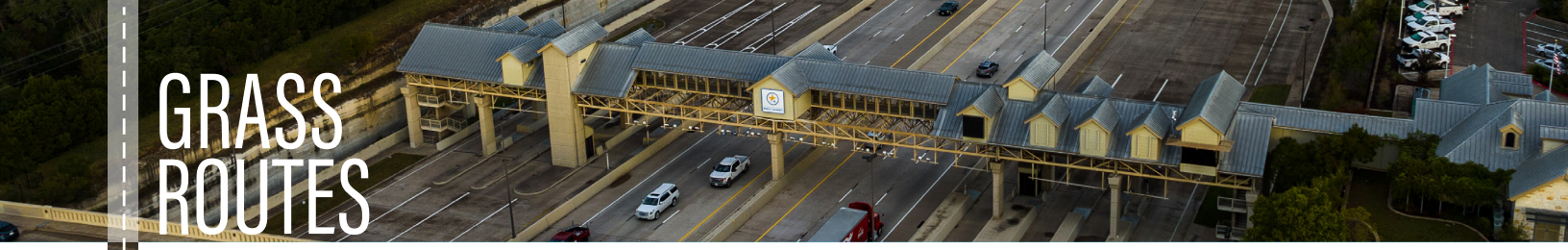
For a more detailed look at the agency's financials, we encourage you to review the Annual Comprehensive Financial Report (ACFR). Both the ACFR and PAFR are available to view and download from the Mobility Authority's website.

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

CONTENTS



GRASS ROUTES

THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

The Central Texas Regional Mobility Authority (the 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. The Mobility Authority also incorporates aesthetic and landscaping enhancements and improve 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.

GRASS ROUTES

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.

BOBBY JENKINS
Chairman
Gubernatorial Appointee
Sworn in 2019

"The Mobility Authority's transportation solutions are long-term investments in safer roads, more reliable travel times, and better regional connectivity that stay ahead of the region's growth.

— Bobby Jenkins, Chairman

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

James M. Bass
Executive Director

Vacant
Chief of Staff
H.R. Manager

Natasha Parra
Sr. Executive
Admin. Asst.

José Hernandez
Chief Financial
Officer

Tracie Brown
Director of
Operations

Jori Liu
Director of
Communications

Greg Mack
Director of IT &
Toll Systems

Mike Sexton
Director of
Engineering

Geoff Petrov
General Counsel

Josephina Ibarra
Contract Manager

Ann Zigmond
Controller

Fabiola Bowers
Traffic & Incident
Management
Manager

Sylvia Shelton
Asst. Director of
Communications

Cory Bluhm
Asst. Director of
IT & Toll Systems

Oscar Solis
Asst. Dir. Eng. -
Project Dev.

Laura Bohl
Administrative
Assistant

Cory Beran
Senior
Accountant

Joe Williams
Traffic Supervisor

Emily Morelli
Communications
Specialist

Jay Ashton
Data Platform
Systems Manager

Juan de Dios Villarreal
Asst. Dir. Eng. -
Construction

David Effrein
Finance Manager

Louis Igwe
Traffic & Incident
Mgmt. Lead Operator

Vacant
Data Analyst

Lisa Pohlmeyer
Sr. Project Mgr.,
Asset Mgmt.

Priscilla Nicholson
A/P Specialist

Robert Averitt
Traffic & Incident
Mgmt. Operator II

Vacant
I.T. Administrator

John Jones
Asst. Dir. Eng. -
Maintenance

Jesse Gonzalez
Traffic & Incident
Mgmt. Operator I

Norma Martinez
Toll Operations
Manager

Charles Vaughn
Area Maintenance
Manager

Nat Russo
Traffic & Incident
Mgmt. Operator I

Elizabeth Lopez
Sr. Toll Operations
Specialist

Chad Nutt
Area Maintenance
Manager

Rosiel Zarate
Traffic & Incident
Mgmt. Operator I

Tara Tibbs
Toll Operations
Specialist

Vacant
Area Maintenance
Manager

Tiona Jones
Traffic & Incident
Mgmt. Operator I

Ashley Alexander
Admin. Asst./Toll
Ops. Specialist

GRASS ROUTES

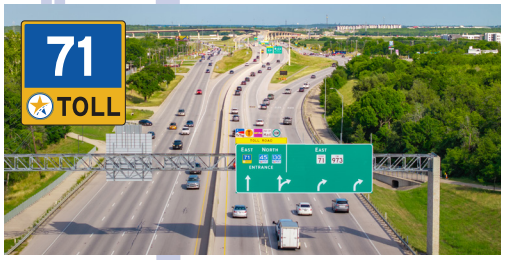
MOBILITY AUTHORITY ROADS AND CUSTOMER SERVICE CENTERS

183A TOLL

With the opening of the 183A Phase III Project, the 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 helped lay the groundwork for significant economic growth and investment across the region.

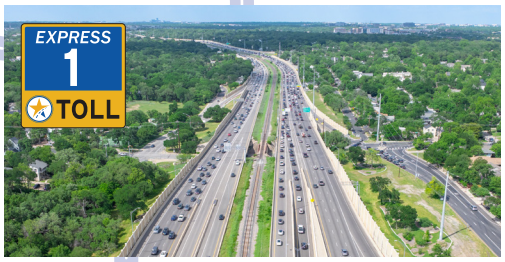
290 TOLL

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 for daily commuters.



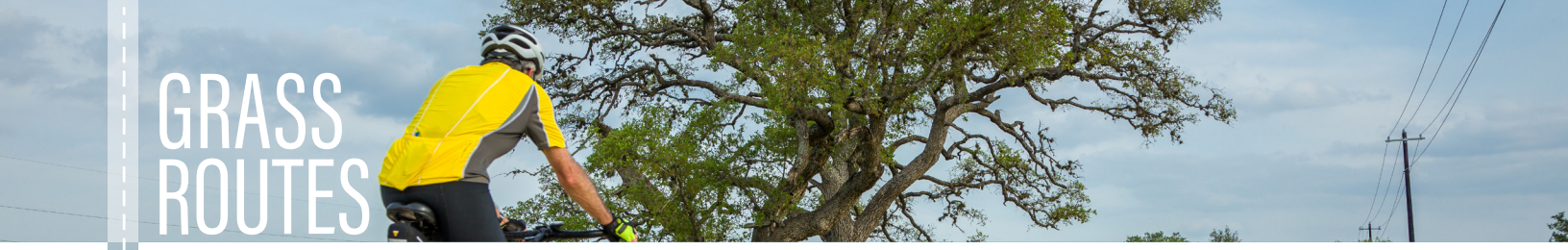
71 TOLL LANE

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

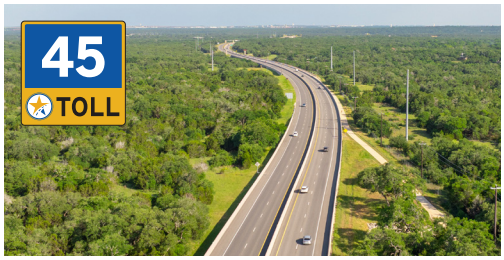


MOPAC EXPRESS LANE

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

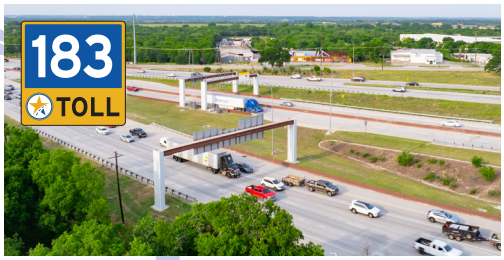


GRASS ROUTES



45SW TOLL

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



183 TOLL

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

CUSTOMER SERVICE CENTERS

The Mobility Authority is committed to in-person service for our customers. Our Customer Service Center, located at 12719 Burnet Road, Austin, TX 78727, offers a space where customers can pay their tolls in person. While our Ridgepoint Drive location closed in May 2025, the Burnet Road Customer Service Center remains open to serve customers, and a new location has since opened, located at 1321 Rutherford Ln, Suite 120, Austin TX 78753.

GRASS ROUTES

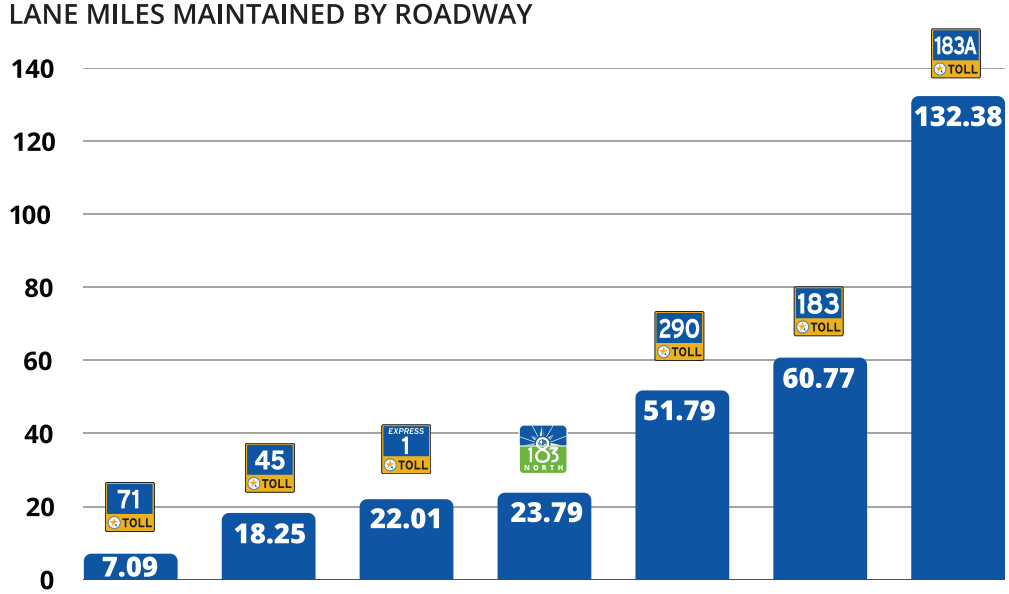
AGENCY STATISTICS

5,437
INCIDENTS CLEARED

316.09
LANE MILES MAINTAINED

EMAIL **36,859**
CHAT **34,252**
CALLS **518,050**
CUSTOMER SERVICE INTERACTIONS

LANE MILES MAINTAINED BY ROADWAY



FINANCIAL STATISTICS

220,827,981
TRANSACTIONS

$270,821,879
FY 25 TOLL REVENUE

AVERAGE MONTHLY TRANSACTIONS BY ROADWAY

71 TOLL	1,144,633	290 TOLL	4,127,598
45 TOLL	716,546	183 TOLL	5,358,824
EXPRESS 1 TOLL	1,051,916	183A TOLL	6,102,170

GRASS ROUTES

FY 2025 MAJOR INITIATIVES

183 NORTH MOBILITY PROJECT

The 183 North Mobility Project is reshaping one of Central Texas' most congested corridors into a safer, more efficient, and more connected roadway. Spanning 9 miles between SH 45 North and MoPac/Loop 1, this $612 million project is designed to improve travel reliability for drivers, emergency responders, and pedestrians.

Over the past year, construction progressed on multiple fronts. Building on last year's major milestone of opening the fourth non-tolled general-purpose lane early, this year crews finished constructing the bridges along southbound 183, spanning roughly 8 miles from Lakeline Mall to Great Hills Trail.

183A PHASE III

A major milestone this year was the completion and official opening of 183A Phase III, a project designed to proactively ease congestion in Williamson County, one of the fastest-growing areas in Central Texas.

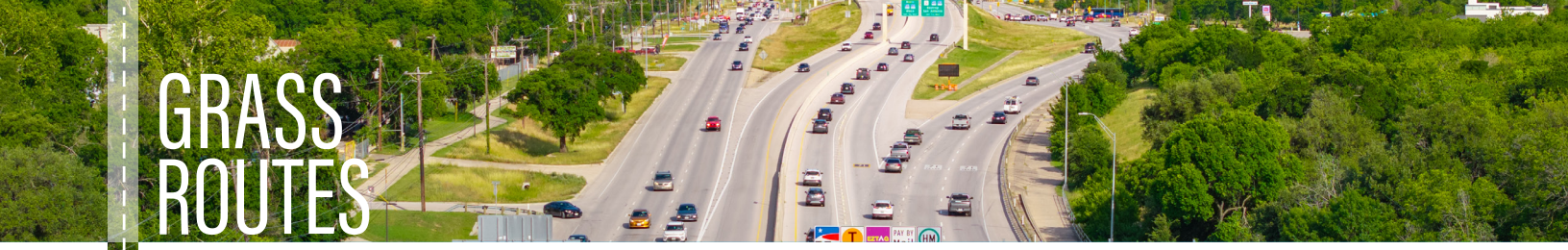
This $259 million project extends the original 10-mile 183A Toll segment northward from Hero Way to past SH 29 in Liberty Hill, with two tolled lanes in each direction. The principal five-mile segment from Hero Way to SH 29 opened on April 9, 2025. The final segment under SH 29 opened on May 20, 2025. Today, the fully extended 183A Toll Road offers nearly 16 miles of uninterrupted travel between Liberty Hill and northwest Austin. By providing an unsignalized option past intersections, the project improves travel times, enhances reliability, and supports the region's continued growth.

TRAFFIC AND INCIDENT MANAGEMENT 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.

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.



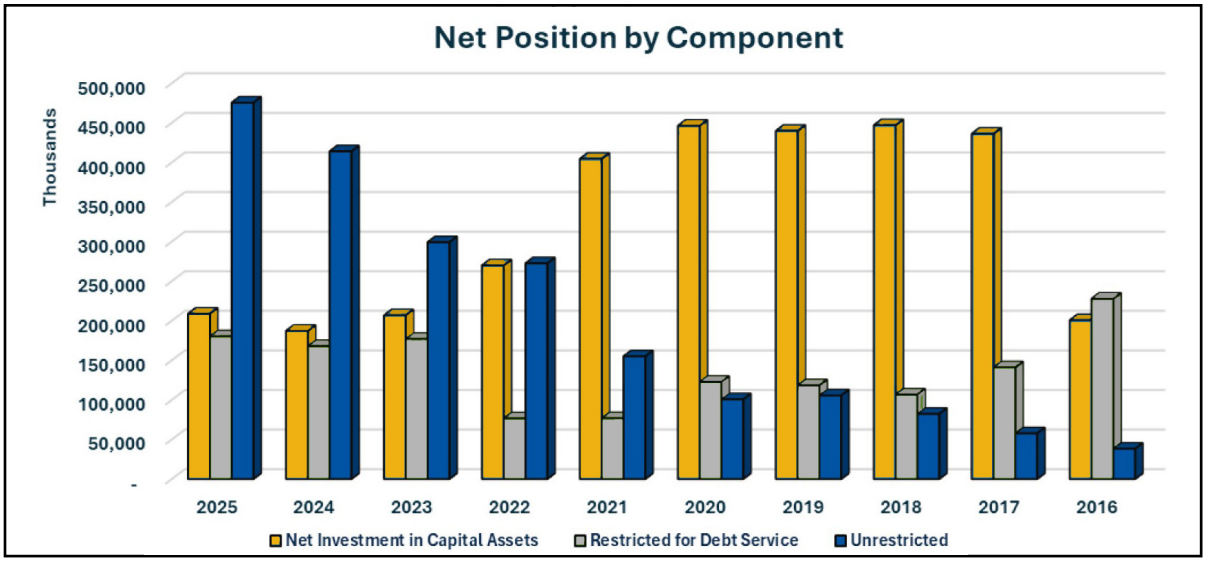
STATEMENT OF NET POSITION

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, 2025 reached $864.6 million, an increase from the $769.0 million at June 30, 2024.

The largest portion of the Mobility Authority's net position is reflected in its investment in capital assets which increased $117.8 million as a result of ongoing 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.



Summary Net Position
(In Thousands of Dollars)

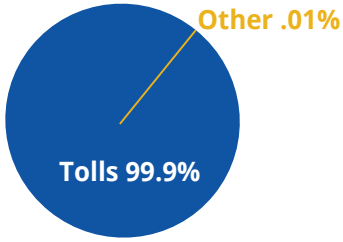
	2025	2024	Dollar Change	Percentage Change
Current Assets	$ 552,948	$ 450,797	$ 102,151	23%
Restricted Assets	420,313	595,477	(175,164)	-29%
Capital Assets	2,438,718	2,320,895	117,823	5%
Total Assets	$ 3,411,979	$ 3,367,169	$ 44,810	1%
Deferred Outflows of Resources	160,332	163,960	(3,628)	-2%
Total Assets and Deferred Inflows of Resources	$ 3,572,311	$ 3,531,129	$ 41,182	1%
Current Liabilities	127,303	119,573	7,730	6%
Noncurrent Liabilities	2,579,878	2,642,508	(62,630)	-2%
Total Liabilities	$ 2,707,181	$ 2,762,081	$ (54,900)	-2%
Deferred Inflows of Resources	518	33	485	1470%
Total Liabilities and Deferred Inflows of Resources	$ 2,707,699	$ 2,762,114	$ (54,415)	-2%
Net Position				
Net Investment in Capital Assets	208,831	313,969	(105,138)	-33%
Restricted for Other Purposes	180,272	167,862	12,410	7%
Unrestricted	475,510	287,184	188,326	66%
Total Net Position	$ 864,613	$ 769,015	$ 95,598	12%

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 rose by $38 million, reaching $276.6 million, a 16% increase over 2024. This growth is attributed to increased traffic volumes, the opening of 183A Phase III Project, and a scheduled toll rate increase.

REVENUE SOURCES



Operating expenses increased by $12.3 million, totaling $135.0 million, a 10% rise from the prior year. This was primarily due to increased tolling transactions and higher costs for license plate imaging and tag collection services.

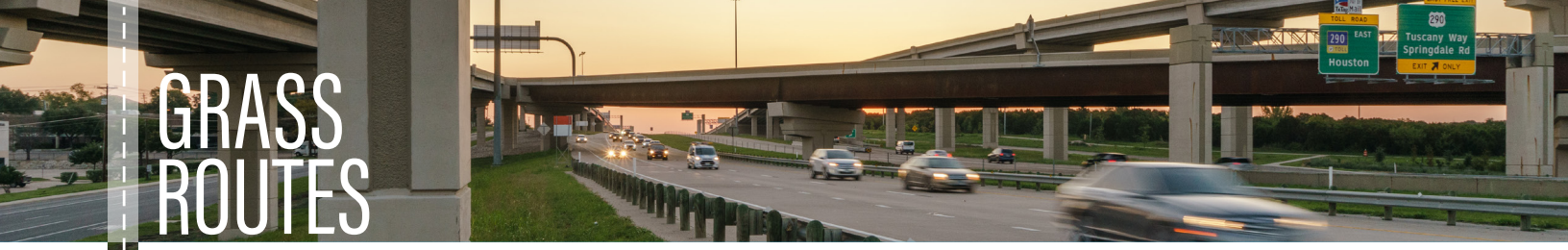
EXPENSE TYPES

10.6% Admin	33.1% Operations & Maintenance	8.2% Other	48.1% Depreciation and Amortization

Net nonoperating expenses (which include things like interest payments) increased by $13.8 million, totaling $46.6 million. This change is largely due to lower interest rates, which affected investment income and debt servicing costs.

Summary Changes in Net Position
(In Thousands of Dollars)

	2025	2024	Dollar Change	Percentage Change
Revenues:				
Toll Revenue	$ 276,380	$ 238,575	$ 37,805	16%
Other Operating	203	42	161	383%
Total Revenue	$ 276,583	$ 238,617	$ 37,966	16%
Expenses:				
Administrative Expense	$ 14,245	$ 15,677	$ (1,432)	-9%
Operations and Maintenance	44,750	39,040	5,710	15%
Other Operating Expense	11,039	8,244	2,795	34%
Depreciation and Amortization	64,957	59,722	5,235	9%
Total Expenses	$ 134,991	$ 122,683	$ 12,308	10%
Operating Income	141,592	115,934	25,658	22%
Nonoperating revenue (expense):				
Net Nonoperating revenue (expense)	(46,589)	(32,759)	(13,830)	42%
Capital Grants and Contributions	595	420	175	42%
Change in Net Positon	$ 95,598	$ 83,595	$ 12,003	14%
Net Position - beginning	769,015	685,420	83,595	12%
Net Positon - ending	$ 864,613	$ 769,015	$ 95,598	12%



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 $251.1 million in net cash from its day-to-day operations.

CAPITAL & RELATED FINANCING ACTIVITIES

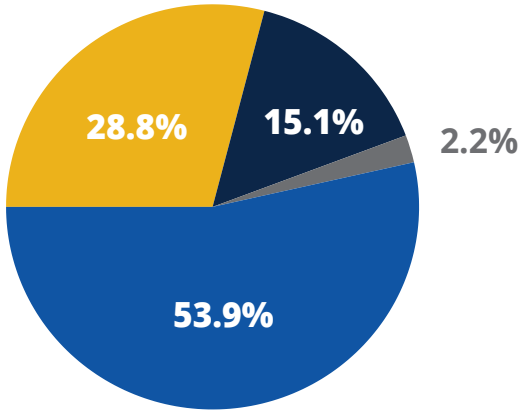
The Mobility Authority spent $338.2 million on capital projects and financing, reflecting ongoing infrastructure investment.

Interest Payments

Capital Asset Purchases

Construction in Progress

Debt Repayments



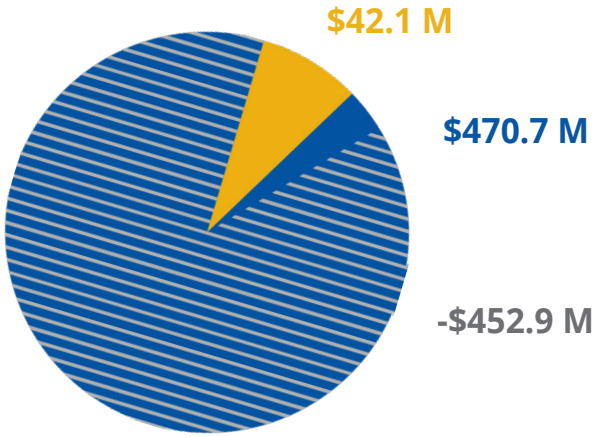
INVESTING ACTIVITES

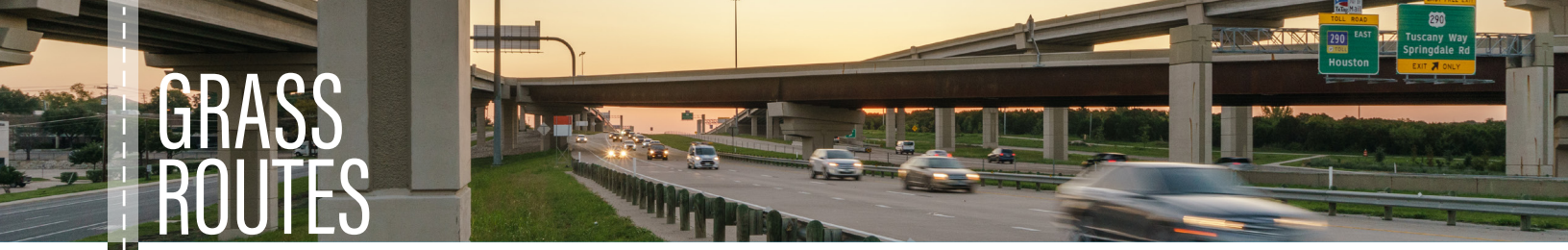
The Mobility Authority gained $59.9 million from its investment activities.

Interest Income

Proceeds from sales or maturity of investments

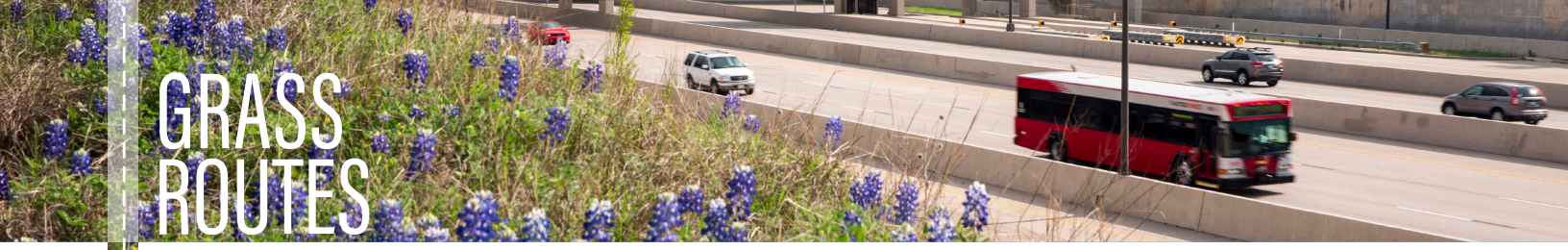
Purchase of Investments





STATEMENT OF CASH FLOWS (CONT.)

	System	Non-System	Business-Type Activities Total
Cash flows from operating activities:			
Receipts from toll fees	$ 283,258,244	$ 22,519,167	$ 305,777,411
Receipts from other income	185,777	-	185,777
Payments to vendors	(43,540,665)	(4,686,114)	(48,226,779)
Payments to employees	(6,586,616)	-	(6,586,616)
Net cash flows provided by operating activities	$ 233,316,740	$ 17,833,053	$ 251,149,793
Cash flows from capital and related financing activities:			
Payments on interest	$ (96,967,257)	$ (747,627)	$ (97,714,884)
Payments on obligations	(39,951,980)	(11,275,000)	(51,226,980)
Payments for capital assets	(7,444,424)	-	(7,444,424)
Payments for construction in progress	(180,137,255)	(2,295,943)	(182,433,198)
Proceeds from capital grants	595,467	-	595,467
Net cash flows used in capital and related financing activities	$ (323,905,449)	$ (14,318,570)	$ (338,224,019)
Cash flows from investing activities:			
Interest income	$ 41,102,401	$ 1,061,960	$ 42,164,361
Purchase of investments	(452,963,964)	-	(452,963,964)
Proceeds from sale or maturity of investments	460,794,265	9,999,374	470,793,639
Net cash flows provided by investing activities	$ 48,932,702	$ 11,061,334	$ 59,994,036
Net decrease in cash and cash equivalents	$ (41,656,007)	$ 14,575,817	$ (27,080,190)
Cash and cash equivalents at beginning of year	764,551,007	13,443,277	777,994,284
Cash and cash equivalents at end of year	$ 722,895,000	$ 28,019,094	$ 750,914,094
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	$ 137,945,295	$ 13,647,195	$ 151,592,490
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	58,993,325	5,963,520	64,956,845
Bad Debt	85,300,674	6,595,235	91,895,909
Changes in assets and liabilities:			
Increase accounts receivables and due from other governments	(54,038,922)	(8,459,993)	(62,498,915)
Increase in prepaid expenses and other assets	(32,243)	-	(32,243)
Decrease in accounts payable	4,789,370	87,096	4,876,466
Decrease in accrued expenses	484,431	-	484,431
Decrease in deferred inflow/outflows pension and OPEB	(125,190)	-	-
Total adjustments	$ 95,371,445	$ 4,185,858	$ 99,682,493
Net cash flows provided by operating activities	$ 233,316,740	$ 17,833,053	$ 251,274,983
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	$ 242,537,569	$ 25,008,681	$ 267,546,250
Restricted cash and cash equivalents: Current	110,253,469	3,010,413	113,263,882
Restricted cash and cash equivalents: Noncurrent	370,103,962	-	370,103,962
Total	$ 722,895,000	$ 28,019,094	$ 750,914,094
Supplemental schedule of noncash investing, capital and financing activities:			
Accretion on capital appreciation bonds	$ 7,955,484	$ -	$ 7,955,484
Increase / (decrease) in deferred outflow of resources	(3,909,286)	-	(3,909,286)
Increase / (decrease) in deferred inflow of resources	47,522	-	47,522



LONG TERM DEBT

The Mobility Authority funds major transportation projects by issuing bonds and taking out loans.

At the end of FY 2025, the Mobility Authority had $2.61 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
2016	1,140,398	104,129	-	-	-	1,244,527	71,408	17.43	0.73
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

Bond Ratings

S&P Global Ratings assessed the Mobility Authority's bonds and gave a rating of A+ to the senior lien revenue bonds and the subordinate lien TIFIA bonds and gave a rating A- to the subordinate lien revenue bonds. Moody's Investor Services assessed the Mobility Authority's bonds and gave a rating of A3 to the senior lien revenue bonds and the subordinate lien TIFIA loans and gave a rating of Baa1 to the subordinate lien revenue bonds.

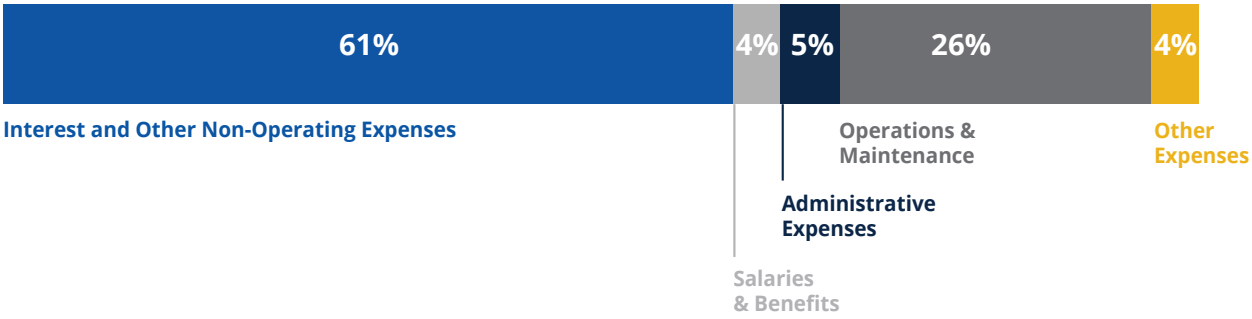
FUTURE FINANCIAL PLANNING

The Board of Directors adopted the fiscal year 2026 budget on June 25, 2025. The $202.4 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 Authority's website.

FY 2026 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

February 25, 2026
AGENDA ITEM #6

Discuss and consider approving an agreement with STV Incorporated for the design and construction phase services for the 183A Added Capacity Project

Strategic Plan Relevance:	Stewardship, Collaboration and Safety
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	$9,991,090.75
Funding Source:	Project Funds/General Fund/Operating Fund/Bond Sale Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: 183A Phases I and II constructed three tolled lanes northbound and southbound from SH 45 to Hero Way, opening to traffic in March 2007 and April 2012, respectively. Since opening, significant growth along the 183A corridor prompted CTRMA's extension of tolled lanes northward to SH 29, with the 183A Phase III project opening to traffic in April 2025.

The continued growth along the corridor has resulted in increased traffic volumes on the existing tolled lanes with projections of congestion occurring along 183A Phases I and II in the near term.

The 183A Added Capacity Project consists of the widening of 183A Phases I and II tolled lanes adding a fourth lane to the northbound and southbound lanes from State Highway 45 to Hero Way.

Previous Actions & Brief History of the Program/Project: Staff issued a request for qualifications for design and construction phase services for the 183A Added Capacity Project on October 15, 2025. On December 17, 2025, the Board authorized the Executive Director to negotiate with the most highly qualified provider.

The Executive Director has negotiated a satisfactory agreement with STV Incorporated in accordance with Policy Code 401.035.

Financing: Project Funds/General Fund/Operating Fund/Bond Sale Funds

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

Backup provided:
Draft Resolution
Draft agreement

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

RESOLUTION NO. 26-0XX

APPROVING AN AGREEMENT WITH STV INCORPORATED FOR DESIGN AND CONSTRUCTION SERVICES FOR THE 183A ADDED CAPACITY PROJECT

WHEREAS, the Mobility Authority is developing the 183A Added Capacity Project, which consists of the widening of the existing 183A Phase II tolled lanes and adding a fourth lane within the center median to the northbound and southbound lanes from SH 45 to Hero Way; and

WHEREAS, following the preliminary design and environmental study conducted by the Mobility Authority for the 183A Added Capacity Project, on October 15, 2025, the Mobility Authority issued a request for qualifications (RFQ) to firms interested in providing the design and construction phase services; and

WHEREAS, on December 17, 2025, the Board approved the selection of STV Incorporated as the most highly qualified respondent to provide design and construction phase services to the Mobility Authority for the 183A Added Capacity Project to the Mobility Authority, and authorized the Executive Director to negotiate an agreement with STV Incorporated; and

WHEREAS, the Executive Director has negotiated an agreement with STV Incorporated to provide design and construction phase services to the Mobility Authority for the 183A Added Capacity Project to the Mobility Authority, and recommends the Board approve the proposed agreement, in the form or substantially the same form attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed agreement with STV Incorporated and authorizes the Executive Director to finalize and execute the agreement on behalf of the Mobility Authority, in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES
183A Added Capacity
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 **STV Incorporated**, having its principal business address at **13809 Research Blvd., Suite 300 Austin, TX 78750**, 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 **06/30/2032** (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:**
Robin Handel STV Incorporated 13809 Research Blvd., Suite 300 Austin, TX 78750	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

(Signature)

(Printed Name)

(Title)

(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

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 C it is impractical to calculate the actual losses that would be suffered by the Mobility Authority by the loss of Key Personnel from the Contract. Therefore, the Engineer agrees to compensate the Mobility Authority for its losses by paying liquidated damages in the amount of $2,500 per day per Key Personnel position in Attachment C if any Key Personnel is removed by the Engineer by reassignment without prior written approval from the Director of Engineering. Liquidated damages will accrue from the date the Engineer removes the Key Personnel in Attachment C from the Contract if the parties do not agree on a replacement within (14) calendar days after the Key Personnel are removed from the Contract. If a replacement is agreed upon within that fourteen (14) calendar day period the liquidated damages will be waived. Liquidated damages shall cease when the parties agree on a substitute or when the Contract is terminated.

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

ARTICLE 10. SUBCONTRACTING

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

B. 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
183A Added Capacity Professional Services

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

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

control in the project area.

16. Available interface data for 183A Phases I, II, & III adjacent to the project corridor.
17. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
18. Examples of acceptable format for the deliverables required by the work authorizations.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
183A Added Capacity Professional Services

The Design Consultant Engineer ("Engineer"), shall be responsible for the work described in this Scope of Services ("Services") for the 183A Added Capacity Project ("Project"). The Engineer will coordinate with Mobility Authority Staff and their General Engineering Consultant ("GEC"), herein referred to as the "Mobility Authority".

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

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

The Engineer will be expected to deliver a final set of construction plans and bid documents suitable for construction bidding. The Mobility Authority is leading the oversight for design and construction for the Project, but the Project will be fully coordinated with TxDOT and will be required to meet standard requirements for a TxDOT project including: Local Government Projects Policy Manual, Pavement Design Guide, Project Development Process Manual, PS&E Preparation Manual, Roadway Design Manual, TxDOT MUTCD and others.

The project location is more specifically defined as:

183A from Hero Way to SH 45, is approximately 8.5 miles in length. 183A currently consists of a divided highway carrying three toll lanes in each direction for most of the distance. The proposed improvements include the construction of a fourth lane in each direction primarily in the existing median. The proposed improvements will be constructed within the existing right of way (ROW).

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

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

The Engineer will coordinate with both the Mobility Authority and their GEC. It is understood that all references herein to responsibilities of or actions by the Mobility Authority will be led or supported by the GEC. The Engineer shall work cooperatively and collaboratively throughout the aspects and phases of project development and in its dealings with the Mobility Authority,

GEC, TxDOT, toll system integrators, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

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

Data Collection

Perform research and obtain historical Project information including as-built plans, environmental documents, existing utility locations, signalization plans and timing, hydraulic and hydrologic data, geotechnical studies and boring logs, and others. Perform topographic survey, ROW survey, river/creek survey and additional field survey required in order to complete the final design.

Final Design

Final Design services shall include the elements referred to as 30% Design Submittal, 60% Design Submittal, 90% Design Submittal, and Final Design Package and include stakeholder coordination and assistance with public involvement, finalization of reports and studies, design and PS&E document development for the Project including the complete set of bid documents and required permits. Major design tasks include: roadway (pavement, geometry, retaining walls, earthwork, details, plan production, barriers), drainage (H&H studies, scour analysis, culvert and storm drain, and detention design with required elements and reports, and coordination), Environmental (water quality, erosion and sediment control, SWP3), structures (bridges, retaining walls, miscellaneous drainage structures, foundations), traffic (signals, pavement markings, illumination, small and large signs, electronic toll collection infrastructure, ITS system coordination and design), miscellaneous (traffic control plans, landscaping and aesthetics), support during the bidding process, and other incidental items necessary for the Project.

Construction Phase Services

Construction Phase services shall generally include reviewing and approving shop drawings, responding to RFIs and answering general questions, and project management and coordination meeting activities. Additional activities may be requested in which case the Engineer shall develop a supplemental scope of work for the Authority's review.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
183A Added Capacity Professional Services

1. PROJECT MANAGEMENT AND ADMINISTRATION (20 Months)

1.1. GENERAL

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

1.2. TASKS.

1.2.1. Prepare monthly written progress reports.

1.2.2. Conduct coordination meetings on the project with the Mobility Authority, TxDOT, and other interested parties.

1.2.3. Escalate major project issues to the Mobility Authority.

1.2.4. Copy the Mobility Authority's Project Manager (PM) on relevant internal and external correspondence

1.2.5. Develop and maintain a detailed project schedule to track project conformance to schedule, for each work authorization.

1.2.6. Meet on a scheduled basis with the Mobility Authority to review project progress. These will be bi-weekly virtual calls.

1.2.7. Prepare, distribute, and file both written and electronic correspondence.

1.2.8. Prepare and distribute meeting minutes.

1.2.9. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

DELIVERABLES

i. Monthly written Progress Reports
ii. Monthly Update Reviews and preview of upcoming month
iii. Detailed Work Schedule for approval by the Mobility Authority
iv. Project Meeting minutes
v. Written and electronic correspondence and other work-related communication documentation
vi. Phone and Conference call log and other related documentation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
183A Added Capacity Professional Services

2. DATA COLLECTION

2.1. DATA COLLECTION

2.1.1. The Engineer shall collect, review, and evaluate data described including, but not limited to: available preliminary design concepts or design drawings, available "as-built plans," existing geometric schematics, right-of-way maps, subsurface utility engineering (SUE) mapping, existing survey, existing cross sections, existing planimetric mapping, environmental documents, utility permits, ITS infrastructure guidelines and plans, TCEQ Edwards Aquifer Permits etc. Where appropriate for water quality data collection efforts, the Engineer will collect information from the prior Engineer of Record or Firm of Record to determine assumptions within the original designs not documented within the collected TCEQ permit (such as ultimate conditions). The Engineer is responsible for any adjustments to electronic files received by others, as described above, to verify that the position of all files is on the exact same georeferenced coordinate system as the Project's Control.

2.1.2. The Engineer shall perform sufficient field investigations to augment any field investigations completed by the Mobility Authority to gather information for the development of the construction plans. The Engineer shall field verify drainage, signing, structures, utility, and ITS infrastructure elements.

2.2. ROW SURVEY

2.2.1. The Surveyor shall research Williamson County Appraisal district records and

2.2.2. The Surveyor shall obtain vesting adjoiner deeds, plats, TxDOT ROW deeds found of record and record easements within and crossing the ROW and provide an abstract base map in a 2 dimensional (2d) dgn format of adjoining private or public ownership to include reference information, record ROW lines, record deed property lines, record deed acreage and any known easements crossing or adjacent to the ROW. The abstract map shall show the provided planimetrics file obtained from the design aerial Lidar (provided by others).

2.2.3. Surveyor shall perform a survey of the existing 183A ROW limits at the intersection of 183A and Brushy Creek Road including the ROW of the existing railroad, and a survey of the intersection of 183A and Innovation way. Both ROW surveys will extend 1000 feet in each direction past and along the existing ROW line and show adjoining public easements listed/shown on record subdivision plats & adjoiner deeds. ROW determination shall be based on a best fit analysis of ROW and front corner monuments. Surveyor shall research, obtain, and utilize for the survey the following:

2.2.3.1. Existing ROW maps or documents
2.2.3.2. Recorded ROW dedications
2.2.3.3. Recorded ROW conveyance instruments
2.2.3.4. Recorded subdivision plats adjacent to the existing ROW
2.2.3.5. Recorded adjoining deeds and easements if listed in the record deeds/subdivisions
2.2.3.6. Records obtained in the course of research which affect the **subject properties**

2.2.4. The existing ROW survey shall not require a boundary survey of the properties adjacent to the existing ROW.

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

2.2.6. The Surveyor shall provide a dgn of the existing ROW within the project limits described in 2.2.2. The map will show existing centerline/baseline with stationing and show all found property markers and calculated points along the existing ROW lines.

2.3. Field Survey

2.3.1. As necessary, to supplement the aerial mapping, provide a supplemental ground survey of obscure areas, ramp gores, drainage structures, manholes, pipe sizes and flow lines with inverts outside of the pavement and bridge structures within the limits of the existing 183A ROW. In addition, digital photographs shall be obtained by the Surveyor for all mainline street signs within the project corridor.

2.3.2. Surveyor shall collect cross-sectional survey at each river crossing for the 6 bridges and 4 culvert crossings. The cross-sectional survey will consist of 4 cross sections at each river crossing, with 2 upstream and 2 downstream of the structure. The cross sections shall span the river banks to the high-ground defining the maximum extents of the river channels span.

2.4. AERIAL MAPPING

2.4.1. TASKS TO BE COMPLETED

2.4.1.1. Aerial Photography

2.4.1.2. The Engineer's Surveyor shall provide aerial photography for low altitude aerial mapping appropriate for detailed design.

2.4.1.3. Ground Control Accuracy Standards

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

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

2.4.1.4. Paneling Placement Specifications

2.4.1.4.1. For purposes of this Contract, all standards and specifications shall be in accordance with established guidelines and recommended or approved by the Mobility Authority.

2.4.1.5. Aerial Photography Standards and Specifications

2.4.1.5.1. For purposes of this Contract, all standards and specifications shall be in accordance with established guidelines and recommended or approved by the Mobility Authority.

2.4.1.6. LiDAR Technology

2.4.1.6.1. The use of LiDAR Technology (mobile, terrestrial, or aerial) will be acceptable when approved by the Mobility Authority and the accuracies of the specified tasks it will be used for are met or exceeded.

DELIVERABLES

i. Digital Orthophotos

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

2.4.2. DGN, DTM & TIN FILES

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

2.4.2.2. Horizontal Ground Control Accuracy Standards

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

2.4.2.3. Vertical Ground Control Accuracy Standards

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

2.4.2.4. Map Accuracy Standard

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

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

2.4.2.5. Statement of Map Accuracy

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

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

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

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

DELIVERABLES

i. The Engineer's Surveyor shall provide:

ii. · DGN, and DTM files on a medium and in a format acceptable to the Mobility Authority.

iii. · Orthophotography (created using the DTM) in tiff format (3 banded) with world files. If digital, depending on intended use, deliverable formats must include:

iv. Raw tiff image – rectified – 4 Band Tiff (for archive only).

v. Color photography – rectified – 3 Band Tiff and Mr. Sid.

vi. Infrared Photography – rectified – 3 Band Tiff and Mr. Sid.

2.5. HORIZONTAL AND VERTICAL CONTROL FOR AERIAL MAPPING

2.5.1. Tasks to be Completed

2.5.1.1. Prepare and submit an Aerial Ground Control Layout showing the proposed control and offsite control points, and aerial ground control points, for approval by the Mobility Authority.

2.5.1.2. Establish and determine the coordinates of the offsite and control points, and aerial ground control points.

2.5.1.3. Establish and determine the elevations of the offsite and control points, and aerial control points.

2.5.1.4. Place aerial ground control target material at the established points and maintain until the photographs from the flight are approved.

2.5.1.5. Prepare, to scale, a Survey Control Index Sheet, a Horizontal and Vertical Control Sheet, and an individual control data sheet for each offsite and control point, and aerial control point.

2.5.2. TECHNICAL REQUIREMENTS

2.5.2.1. Aerial photography control surveys must be performed under the direct supervision of a RPLS currently registered with the TBPLS

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

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

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

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

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

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

DELIVERABLES

i. Submit a final aerial control point layout showing the location of the points and labeled with their respective alpha-numeric designations.

ii. Submit a plot and computer graphics of an 11 inch by 17 inch index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project, signed, and sealed by a RPLS, and as directed by the Mobility Authority.

iii. Submit the graphics files and scanned images of the control data sheets.

iv. Submit a written statement describing the datum used along with copies of all relevant NGS and data sheets

v. Submit a written tabulation of all aerial control points with their respective alpha-numeric designations, surface coordinates (for center panel points only), and elevations.

2.6. GEOTECHNICAL INVESTIGATION

2.6.1. General Requirements

2.6.1.1.1. Perform geotechnical investigations and testing according to TxDOT's Geotechnical Manual (latest edition), TxDOT's Pavement Design Manual (latest edition), and TxDOT's Test Methods, or ASTM Standards if no corresponding TxDOT Methods exist. Perform borings and testing for the limited design of pavement, bridge substructures, retaining walls, noise walls, and sign structure foundations. All proposed boring locations shall be identified by the Engineer and shown on a boring layout and reviewed and approved by the Authority prior to performing geotechnical investigations.

2.6.1.1.2. The Engineer shall be responsible for locating existing underground and overhead utilities prior to drilling borings by using Texas811 or a similar locator service.

2.6.1.1.3. Provide a traffic control plan in accordance with TxDOT Standards for all work to be performed adjacent to traffic.

2.6.1.1.4. Record GPS coordinates of each bore hole using hand-held GPS unit utilizing Project survey control. Bore holes will be marked for surveying of ground elevations and coordinates in order to place the boring locations in the plans.

2.6.1.1.5. Backfill borings less than 20 feet with cuttings from the boring or gravel. Patch pavements with cold mix asphalt or concrete (match existing pavement surface of affected road or drive). All borings with depths greater than or equal to 20 feet must be plugged with a non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring or gravel. All borings must be backfilled or plugged within four (4) days of completion of the drilling operations. Voids may be filled with gravel.

2.6.2. Pavement Design

2.6.2.1. Pavement design work shall be done in accordance with the TxDOT Pavement Manual. The pavement design will be limited to pavement cores to verify the existing mainlane shoulder pavement section. Pavement cores will be performed at 1/2 mile spacing.

2.6.2.2. Review the Pavement Design Reports from previous TxDOT's US 183 frontage road project and the Authority's 183A Phase I, II & III projects.

2.6.2.3. Laboratory – No pavement design laboratory samples are anticipated for this project with respect to pavement design.

2.6.2.4. The Engineer shall perform an analysis of the existing mainlane pavement section in anticipation of widening. The pavement design is to verify that the existing mainlane section is adequate for the project. A pavement design memo and summary of findings will be incorporated into the project geotechnical report.

2.6.2.5. The pavement design shall include sections for temporary detour pavement (if any) used during construction

2.6.3. Bridges

2.6.3.1. Supplement existing boring and boring logs performed by others as necessary to complete the bridge design. Perform borings for the new bridges included in the existing schematic plans. Bridge borings shall be drilled to a minimum depth of 50' below top of existing ground.

2.6.3.2. Analyze subsurface conditions and Texas Cone Penetrometer Test results for each bridge location.

2.6.3.3. Develop recommendations for suitable foundation type, allowable bearing and skin friction resistance in the soil profile encountered, and

minimum required penetration depths for each bridge location. Provide final tip elevations recommendations as they relate to possible axial design loads.

2.6.3.4. Perform laboratory testing to include: USCS Soil Classification, Atterberg limits, particle size analysis (D50 and D95), moisture content and unconfined compression tests.

2.6.3.5. For each bent and abutment provide soil parameters and other necessary data so that the structural engineer can determine point-of-fixity. Also included necessary data for lateral analysis of drilled shafts.

2.6.3.6. Identify potential drilled shaft construction problems related to groundwater, caving soils, very hard rock layers or karst features.

2.6.4. Retaining Walls

2.6.4.1. Perform boring and boring logs necessary to design the retaining walls. Retaining wall borings shall be drilled to a minimum depth of 20’ below the bottom of proposed walls.

2.6.4.2. Perform laboratory testing to characterize the uniformity and strength for the soils that will be supporting MSE walls and soil and rock conditions for design of drilled shaft walls. Laboratory testing will include: USCS Soil Classification, Atterberg limits, particle size analysis, moisture content, soil consolidation, consolidated drained direct shear test and unconfined compression tests.

2.6.4.3. Analyze the bearing, overturning, eccentricity and sliding resistance of the foundation soils at each wall location.

2.6.4.4. Analyze the stability of each wall for rotational stability with respect to deep-seated shearing movements by performing slope stability analyses.

2.6.4.5. Analyze settlement of retaining walls.

2.6.4.6. Analyze, as required, global stability of retaining walls.

2.6.4.7. Compare anticipated wall applied bearing pressures with the allowable bearing resistance to determine whether or not the foundation soils need to be strengthened to support the walls.

2.6.4.8. For spread footing walls, recommend the design soil lateral earth pressure and provide bearing capacity, sliding and slope stability analyses and evaluate the settlement of the wall.

2.6.5. Geotechnical Report

2.6.5.1. The Engineer will prepare a draft geotechnical report that will present recommendations for the design of the bridge foundations, retaining wall foundations, noise walls, and sign structures including:

2.6.5.2. Site vicinity and geology map.

2.6.5.3. Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.

2.6.5.4. Engineering and construction considerations, structural fill requirements and earthwork recommendations.

2.6.5.5. Wincore Version (latest applicable version) logs in English units, laboratory test results, and plan of borings with station and offset and top of hole elevations.

2.6.5.6. Recommended foundation type, minimum embedment, allowable end bearing and skin friction resistance in the founding material encountered.

2.6.5.7. Soil parameters and other data provided to structural engineers for use in determining point-of-fixity of bridge foundations for bridge column design and lateral analysis of drilled shafts.

2.6.5.8. Recommended bearing and sliding resistance for design of MSE walls. Where the allowable bearing resistance is likely to be exceeded by the walls bearing pressure, recommendations for increasing wall anchor lengths or improving the foundation soils will be presented to provide adequate bearing capacity. Develop parameters for RW(MSE)DD standard sheet.

2.6.5.9. Rotational stability analyses and settlement analyses results for each retaining wall location. At wall locations where stability and/or settlement may be of concern the Engineer shall develop conceptual approaches to improve the rotational stability and/or settlement. Upon review by the Authority, the Engineer will further develop the selected concept.

2.6.5.10. Identification of potential foundation construction problems with recommendations to mitigate or avoid the problems.

2.6.5.11. Existing boring logs performed by others will be presented in the appendix to supplement the new borings for pavement design, bridge structures, retaining walls and sign and toll gantry structures. The intent is to have one report for the limits of this Project. The Engineer assumes no liability for the accuracy of borings performed by others.

2.6.5.12. Minimum side slope and slope stability recommendations for storm water detention basins.

2.6.5.13. Calculated D50 and D95 soil size within potential scour locations for scour analysis computations.

2.6.5.14. Recommended bearing and sliding resistance of the spread footing walls. Where the allowable bearing resistance is likely to be exceeded by the wall pressure, improving the foundation soil will be presented to provide adequate bearing capacity.

2.6.5.15. Provide recommendations for backfill material and drainage for retaining walls.

2.6.5.16. Geophysical study results will be included with the draft geotechnical report.

DELIVERABLES

i. Submit the geotechnical report for review and comment to the Authority in *.pdf and hard copy formats. One draft copy of the geotechnical report shall also be kept on file with the Engineer for future reference.

2.7. SUBSURFACE UTILITY ENGINEERING

2.7.1. Subsurface Utility Engineering

2.7.1.1. Utility Engineer Investigation (Subsurface Utility Engineering) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-138-02 (https://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.

2.7.2. Utility Quality Levels

2.7.2.1. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

2.7.2.2. Quality Level D Existing Records: Utilities are plotted from review of available existing records.

2.7.2.3. Quality Level C - Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface visible features. It includes Quality Level D information.

2.7.2.4. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. It incorporates Quality Levels C and D information to produce Quality Level B.

2.7.2.5. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. It incorporates Quality Levels B, C and D information to produce Quality Level A.

2.7.3. Designate (Quality Level B)

2.7.3.1. Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D.

The Engineer is expected to carry out the following services on an as-need basis.

2.7.3.2. As requested by the Authority, compile and confirm "as-built" information from plans, and other location data as provided by the utility owners.

2.7.3.3. Designate, record, and mark the horizontal location of all existing utility facilities and their service laterals to proposed ROW using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the Authority. A non-water base paint, utilizing the APWA color code scheme, shall be used on all surface markings of underground utilities. It is estimated 75,000 LF of Level B designation may be required for the Project.

2.7.3.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the Authority. It is understood by both the Engineer and the Authority that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note will be placed on the quality level B deliverable that states "lines sizes are from best available records".

2.7.3.5. Determine and inform the Authority of the approximate utility depths at critical locations as determined by the Authority. This depth indication is understood by both the Engineer and the Authority to be approximate only and is not intended to be used preparing the right of way and construction plans.

2.7.3.6. Provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.

2.7.3.7. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

2.7.3.8. This information will be provided in the latest version of AutoCAD or Microstation, as requested by the Authority. The electronic file will be delivered on CD, DVD or Newforma File Transfer as requested by the Authority.

2.7.3.9. A hard copy of the quality level B information will be provided in 11” x 17” format and will be signed, sealed and dated by the Engineer.

2.7.4. Subsurface Utility Locate (Test Hole) Service (Quality Level A)

2.7.4.1. Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that maintains the integrity of the utility facility.

2.7.4.2. Review requested test hole locations and advise the Authority in the development of an appropriate locate (10 test holes) work plan relative to the existing utility infrastructure and proposed highway design elements.

2.7.4.3. Coordinate with utility owner inspectors as may be required by law or utility owner policy.

2.7.4.4. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist

2.7.4.5. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:

2.7.4.5.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

2.7.4.5.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.

2.7.4.5.3. Elevation of existing grade over utility at test hole location.

2.7.4.5.4. Horizontal location referenced to Project coordinate datum.

2.7.4.5.5. Outside diameter of pipe or width of duct banks and configuration of non- encased multi-conduit systems.

2.7.4.5.6. Utility facility material(s).

2.7.4.5.7. Utility facility condition.

2.7.4.5.8. Pavement thickness and type.

2.7.4.5.9. Coating/Wrapping information and condition.

2.7.4.5.10. Unusual circumstances or field conditions.

2.7.5. Excavation for Test Holes

2.7.5.1. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation will only be utilized with written approval from the Authority.

2.7.5.2. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Engineer shall not resume work until the utility facility owner has determined the corrective

action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.

2.7.5.3. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.

2.7.5.4. Furnish and install an above ground marker directly above center line of the utility facility.

2.7.5.5. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the Authority.

2.7.5.6. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer. This information shall be provided in the latest version of the CAD format used by the Authority. The electronic file will be delivered on CD or via Newforma File Transfer. When requested by the Authority, the SUE information must be over laid on the Authority's design plans

2.7.5.7. Return plans, profiles, and test hole data sheets to the Authority. If requested, conduct a review of the findings with the Authority.

2.7.6. Utility Adjustment Coordination

2.7.6.1. Utility adjustment coordination shall be performed by the Authority. The Engineer shall support the Authority with the utility adjustment coordination work.

2.7.6.2. Assist the Authority with the preparation of Project notifications to identified utility owners, including providing current design plans.

2.7.6.3. Assist the Authority with the preparation for and attend a kick-off meeting with identified utility owners potentially affected within the Project corridor.

2.7.6.4. Assist the Authority with the preparation for and attend individual utility coordination meetings with utility owners affected along the Project corridor.

2.7.6.5. Assist the Authority with identifying utility conflicts.

2.7.6.6. Assist the Authority with evaluation of relocation alternatives.

2.7.7. Utility Agreements for Utility Adjustments

2.7.7.1. Utility Agreements for Utility Adjustments shall be performed by the Authority. The Engineer shall support the Authority in the development of utility agreements for utility adjustments.

2.7.7.2. Assist the Authority with the development of any utility agreements required as part of this Project.

2.7.8. General Requirements

2.7.8.1. The Engineer shall determine the location of all existing utilities as well as ITS and toll infrastructure within the Project area, as described above, using Quality Level B standards. The Engineer shall compile "As-Built" information from plans, plats and other location data as provided by utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes will be prepared and delivered to the GEC. It is understood by both the Engineer and the GEC that the line sizes of utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. All above ground appurtenance locations must be included in the deliverable to the GEC. This information will be provided in the latest version of Microstation or OpenRoads used by the Authority. The electronic file will be delivered on CD. A hard copy is required and must be signed, sealed and dated by the Engineer.

2.7.8.2. In coordination with the GEC, the Engineer shall attend utility meetings with utility owners and other interested parties or agencies that are identified to be within the proposed Project's area. The purpose of these meetings is to verify that all utility owners and area entities are aware of the scope and relevant details of the proposed Project. The Engineer shall be responsible for writing and documenting the meeting minutes and other follow-up work with utility owners, if necessary.

2.7.8.3. The Engineer shall coordinate with the GEC and utility companies attending meetings at the 30%, 60%, 90% and final design submittals. The Engineer shall discuss potential conflicts and mitigation strategies to avoid utility conflicts.

2.7.8.4. The Engineer shall incorporate existing utility survey and SUE work into the preliminary design for presentation at utility coordination meetings.

3. FINAL DESIGN

3.1. GENERAL

3.1.1. Submittal Requirements

3.1.1.1. PS&E plan set shall be submitted at the following milestones: 30%, 60%, 90%, and Final.

3.1.1.2. The level of design and plan sheet development expected at each submittal milestone will be in general alignment with the TxDOT PS&E QC Milestone Checklist and CTRMA supplemental requirements as directed.

3.1.1.3. Plan sheets shall include quantity summary tables on each sheet.

3.1.1.4. The Engineer shall submit QA/QC Records & Red-lined Plans with each milestone submittal.

3.1.2. Basic Plan Sheets

3.1.2.1. The Engineer shall develop a PS&E Title Sheet for a local letting by the Mobility Authority.

3.1.2.2. The Engineer shall develop a Detailed Index of Sheets that identifies each sheet location in the plan set, as well as its corresponding sheet number. The Engineer shall update the Index of Sheets throughout the submittal process to allow for easier reference during the review process

3.1.2.3. The Engineer shall develop Project Layout Sheets at a scale of 1 in. = 200 ft. that indicates the limits of the entire Project

3.1.2.4. The Engineer shall tabulate quantities and prepare Summary Sheets

3.1.2.5. The Engineer shall prepare and update the General Notes, based on the Mobility Authority provided general notes, throughout the submittal process.

3.1.2.6. Prepare Survey Control Sheets that clearly indicate the benchmark locations and associated control information. These sheets will be sealed by a RPLS for submittal.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

3.2. TRAFFIC CONTROL PLAN

3.2.1. TCP Overview Plans, Narrative & Typical Sections

3.2.1.1. Develop TCP Overview Plans for each stage of traffic control. These plans will include advance warning signs for the Project on existing roadways being impacted approaching the construction and will act as key maps for each phase of TCP and shall be developed at a 1” =400’ scale.

3.2.1.2. Prepare a detailed Sequence of Construction narrative for inclusion in the plan set. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the Traffic Control Plan layouts.

3.2.1.3. Prepare Traffic Control Typical Sections for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.

3.2.2. Traffic Control Plan Layouts

3.2.2.1. Engineer shall develop traffic control plan layouts (1in = 100ft) depicting the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, adjustments to operations of the traffic signals, barricades, smart work zones, temporary crash cushion summary sheet and other details will be required to describe the traffic control plan. Any adjustments to the operations of the traffic signals will be coordinated through the agency responsible for operating the signal. The Engineer will verify that proper drainage can be maintained during each phase of construction.

3.2.2.2. Prepare Detour Layout Sheets showing plan & profiles where required to define the geometry for detours required in the Traffic Control Plans. Detour layouts will be prepared at a scale of 1”=100’H and 1”=10’V. The Engineer will provide the pavement design section for temporary detours.

3.2.2.3. Prepare Temporary Drainage Layout Sheets showing plan & profiles of temporary drainage for each phase of construction.

3.2.2.4. Road Closure Layouts: The Engineer shall prepare temporary road closure layouts where required for beam hanging operations and other short term road closures. The Engineer will be required to coordinate with the appropriate entities for any proposed road closures prior to including the road closure in the plans.

3.2.2.5. Advanced Signing Layouts: The Engineer shall provide a detailed layout (1in = 100ft) and arrangement of construction signs, construction pavement marking, traffic control devices (including temporary signals and signal heads). The TCP shall include locations of portable changeable message sign devices at all key locations both within the Project limits, and outside the right-of-way for each phase of construction.

3.2.2.6. Develop Traffic Control Details for items not covered by TxDOT standard drawings.

3.2.3. Construction Schedule

3.2.3.1. Prepare a Construction Time Determination Schedule to determine an approximate duration for each phase of construction. The schedule will be prepared using Primavera Scheduling Software and delivered at 90% and Final submittals.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

iv. Construction Time Determination Schedule (PDF and native format)

3.3. ROADWAY DESIGN

3.3.1. Roadway Plans & Geometry

3.3.1.1. The Engineer shall develop Existing and Proposed Typical Section Sheets for the Project.

3.3.1.2. The Engineer shall develop Roadway Plan and Profile sheets. Drawings shall be prepared at a scale of 1 in. = 100 ft. H and 1 in. = 10 ft. V.

3.3.1.3. Develop Ramp Gore Layouts at the intersection of each ramp with its adjacent roadways. These layouts will show proposed grading, as well as station, offsets, curb radius and curb locations. Drawings will be prepared at a scale of 1" = 40'

3.3.1.4. The Engineer shall develop miscellaneous grading details. These layouts shall show proposed grading, as well as station, offsets, curb radius and curb locations. Drawings shall be prepared at a scale of 1 in. = 40 ft.

3.3.1.5. The Engineer shall prepare Horizontal Alignment Data Sheets depicting the horizontal geometric information for the Project roadways included in the construction plan set.

3.3.1.6. The Engineer shall develop Miscellaneous Curve Data Sheets depicting the horizontal geometric information for roadway curves that are not concentric to roadway alignments.

3.3.1.7. The Engineer shall develop Superelevation Data Sheets. These sheets shall define the pavement cross slopes for individual roadway alignments and describe transition locations and values. Profile graphs are required as backup documentation to illustrate there will be no ponding issues created within super-elevation transition zones.

3.3.1.8. The Engineer shall develop Removal Layouts showing the locations for the removal of pavement, structures and other miscellaneous items. Drawings will be prepared at a scale of 1" =100'.

3.3.1.9. The Engineer shall develop a crash cushion summary sheet.

3.3.2. Grading and Details

3.3.2.1. The Engineer will complete the Open Roads 3D DGN and DTM to model the proposed Project elements.

3.3.2.2. The Engineer shall prepare Final Design Cross Sections at 50-foot stations and other locations as necessary for the determination of cut and fill

quantities and limits of construction. No cross sections will be needed at bridge locations. Cross sections shall display existing and proposed storm sewer and utility elements. Existing elements will be displayed using best available data.

3.3.2.3. The Engineer shall develop Miscellaneous Roadway Detail sheets for the Project. The sheets shall depict required details that are not defined in TxDOT standard detail sheets. When possible TxDOT Austin District or TxDOT Statewide standards shall be used for the Project development in that order unless otherwise directed.

DELIVERABLES

v. PS&E sheets

vi. Applicable calculations and data

vii. CAD Files in native format

3.4. DRAINAGE DESIGN

3.4.1. Review of Existing Drainage Analysis and Reports

3.4.1.1. Review existing Drainage Analyses/Reports prepared by others for the preliminary design. The prior work will be provided by the Mobility Authority to the Engineer. Review as-built records, FEMA Floodmaps, and publicly available GIS information.

3.4.2. Hydraulic Report:

3.4.2.1. The Engineer will prepare a drainage report to document the proposed drainage design development. The report shall summarize design criteria and methodologies and provide recommendations for required drainage infrastructure. The Report will document potential adverse drainage impacts caused by the project and provide mitigation strategies. The offsite hydrology will be modeled utilizing HEC-HMS. The cross-culverts shall be modeled using HEC-RAS or FHWA HY-8. Design Criteria shall be based upon the TxDOT Hydraulic Design Manual and criteria identified in prior studies. Should apparent conflicts arise in selecting design criteria, the Engineer should consult the Authority for clarification.

3.4.2.2. Obtain and review best available hydrologic and hydraulic models. When appropriate these will be used to develop existing and proposed conditions models.

3.4.2.3. Identify existing drainage outfalls within the limits of the Project. Delineate drainage area boundaries for each drainage outfall including area outside the limits of the Project that drains to an outfall within the Project

limits. Existing storm drain systems will be located and analyzed to the extent necessary for this study; storm drains outside of the project limit or those that will not be impacted by the project improvement will not be analyzed. Measure the existing impervious cover within each drainage area and compute the time of concentration and runoff curve number for each drainage area.

3.4.2.4. Compute the existing condition flows at all outfalls draining into receiving streams. Utilize 24-hour rainfall depths in the NOAA Atlas 14, Volume 11 Precipitation-Frequency Atlas of the United States, Texas and rainfall distributions employed in the most recent FEMA studies of the watersheds of interest to compute discharges for 2, 5, 10, 25, 50, 100-year rainfall frequencies. Where no FEMA study is available for a stream crossing, the 24-hour frequency storm distribution as implemented within HEC-HMS will be used.

3.4.2.5. Delineate proposed condition drainage area boundaries. Include areas that are outside the Project that drain to the proposed outfalls within the Project limits. Coordinate the drainage area delineation with adjacent Projects, if applicable. Measure the proposed condition impervious cover within each drainage area and compute the runoff curve number and the proposed condition time of concentration. Impervious cover measurements will be based on ultimate conditions with a fully paved median for the purpose of determining hydrologic impacts. Existing land use conditions will be assumed for drainage areas outside the proposed ROW unless there is knowledge of planned development. The Engineer shall coordinate with the Authority to obtain information pertaining to planned developments adjacent to the Project Corridor. If it is determined that a planned development is eminent and will utilize any part of the Project drainage conveyance system within the Project ROW, then the proposed build out conditions of the development shall be used in calculating runoff. Preliminary proposed condition storm drains will be located and sized.

3.4.2.6. Compute proposed condition flows at proposed outfalls draining into receiving streams. Utilize rainfall data as defined in Section 3.4.2.4 above.

3.4.2.7. Determine hydrologic impacts from the proposed Project by comparing the existing and proposed flow rates at each outfall, considering the hydrographs from upstream watersheds. Develop impact table to demonstrate change in flow rate, WSEL, and velocity at each Project outfall.

3.4.2.8. For non-FEMA regulated outfalls, the primary criterion for no adverse impact is no more than one-foot accumulative increase in water surface

elevation of the 100-year rainfall frequency with no additional structures or properties within the 100-year rainfall frequency area of inundation.

3.4.2.9. The Engineer should use HY-8, HEC-RAS or equivalent modeling approaches to evaluate changes in water surface elevation. The community floodplain administrator will be notified of the Project in accordance with TxDOT Hydraulic Design Manual Impacts of the 2, 5, 10, 25, 50, and 100-year events should be evaluated. The Engineer will evaluate (on a case-by-case basis) structures and properties that could potentially be impacted by comparing the elevations of the structures or properties sensitive to flood damage to the computed water surface elevations. The Engineer will present results of impact analysis to the Authority. FEMA coordination limited to acquisition of latest models and excludes permitting efforts.

3.4.2.10. Determine mitigation alternatives if the proposed Project could have an adverse drainage impact. The mitigation alternatives may include storm water detention basins and/or adjustments to proposed drainage area boundaries, possible adjustment to roadway profiles and adjustment of preliminary storm drains to accommodate required mitigation alternatives. Mitigation alternatives will be coordinated with the Authority. If detention is chosen as the alternative for mitigation, the design of the pond will achieve mitigation of impacts for 2, 5, 10, 25, 50, and 100-year rainfall events. The distance downstream at which to measure impacts shall be determined by the engineer on a case-by-case basis and documented in the Drainage Report. Submit a report that discusses the pertinent site information, assumptions, hydrologic and hydraulic analyses, and the proposed design of mitigation measures. The report should include a table that lists existing flows, proposed flows without mitigation, and proposed flows with mitigation (if mitigation proposed). A draft report with recommended mitigation measures will be submitted at the Initial Design Submittal. The report will be updated with each design milestone as necessary.

3.4.2.11. The Engineer will provide support for the Authority coordination for any approvals and permits required for a minor encroachment application of UBC WCID inundation easements at Blockhouse creek (assuming pier encroachments are less than 100 CY), coordination with UBC WCID, with limited development of permit documentation, identification of easement impacts, and excludes permit fees. Permit fees to be invoiced as a pass through cost.

3.4.2.12. Storm Drain Computations: The Engineer will analyze and design any modifications to existing or proposed storm drain systems. Computations and design information will be presented on the appropriate plan sheets.

Storm drain design will be performed in the Bentley OpenRoads Designer Drainage & Utilities program. Pavement drainage and spread criteria shall be per HEC-22 and the TxDOT Hydraulic Design Criteria. Storm drain design and computations will be separated into systems for ease of use; generally, each ORD design file will contain only one outlet per ORD best management practices. Twenty (20) systems are estimated of varying complexity.

3.4.2.13. Hydroplaning analysis report will include evaluation of hydroplaning using the Enhanced Hydroplaning Prediction Tool developed by the State of Florida. The findings of this report will be used to propose mitigation measures by roadway designers.

3.4.3. BRIDGE AND CULVERT PLAN SHEETS

3.4.3.1. Hydraulic Data Sheets: The Engineer will prepare hydraulic data sheets for bridges over the river, creeks and culvert within the Project if applicable.

3.4.3.2. External Drainage Area Maps: The Engineer will finalize previously determined drainage areas from the hydrologic analysis and prepare exterior drainage area maps sheets at a scale of 1" =200' or a scale acceptable to the Authority. The Engineer will show hydraulic crossing structure locations and, for large drainage basins, will indicate pertinent hydrologic information on these sheets.

3.4.3.3. Culvert layouts: The Engineer will prepare culvert plan and profile layouts at a scale of 1" =40'H and 1" =20'V or a scale acceptable to the Authority that will depict culvert geometry for reconstruction or lengthening, as well as the applicable hydraulic information in accordance with the TxDOT Hydraulic Design Manual and the TxDOT PS&E Preparation Manual.

3.4.4. Storm Drain Plan Sheets

3.4.4.1. Interior Drainage Area Maps: The Engineer will prepare interior drainage area map plan sheets at an appropriate scale. These maps will depict drainage area boundaries and flow direction arrows. Each drainage area will be identified with a unique number corresponding to run-off information from the calculation sheets.

3.4.4.2. Drainage Plan (40 sheets) and Profile Sheets (10 sheets): The Engineer will prepare drainage plan and profile sheets depicting locations of inlets, manholes, storm drains, culverts, utilities, channel improvements, ditch locations, cross-sections and flowlines as required. These sheets will be prepared at a scale of 1" =100'. Storm drain profiles will be prepared at a scale of 1" =100' H and 1" =10' V. Storm drain profiles are excluded from the 30% plan submittal; however the vertical design will be completed in

OpenRoads Drainage and Utilities at the 30% milestone to determine critical elevations and storm sewer information including hydraulics information will be available in a tabular format. Storm drain plans and profiles will show pipe size and type, inverts, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions. The design storm HGL shall be clearly plotted and depicted on the Drainage Plan and Profile Sheets. Trench protection limits will be indicated on storm drain profiles.

3.4.4.3. Detention Ponds Layouts and Details: The Engineer will prepare detention pond layouts and details depicting the grading, inlet and outlet structure locations, cross-sections, flowlines, and additional details, excluding structural details for the ponds. These sheets will be prepared at a scale of 1" =40'. Set one Pond locations as follows: Red Raider, Eagle #1, Eagle #2, Aztec, Warrior A, Warrior B, Jacques, Lobo Det, Couger, Boilermaker. Set two pond locations are as follows: Dolphin, Wildcat, Bulldog, Lobo WQ, Elbow, Foxworth, Longhorn, Spartan, Badger, Aggie. It is assumed that set one will include detention design and set two will not include detention design. In addition, 10 locations of inline detention storage are anticipated. Sheets will be prepared for inline detention including box culvert layouts, restrictor structure details, and maximum anticipated discharge-elevation-storage tables to detail peak WSELs and flow rates through the structure. These inline detention structures are solely for attenuating flow rate and are not designed for water quality treatment.

3.4.4.4. Ditch Layout Schedule: The Engineer will prepare a tabular ditch layout schedule that includes pertinent hydraulic information for proposed roadside ditches based on normal depth computations. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown on the drainage plan sheets. Existing ditches that will remain in their existing conditions and that are not directly impacted by the Project will not be analyzed.

3.4.4.5. Drainage Detail Sheets: The Engineer shall use TxDOT standard details where practical. The Engineer shall provide drainage design details for "nonstandard" drainage structures in instances where TxDOT standard details cannot be utilized.

3.4.4.6. Temporary Drainage Facilities: The Engineer will develop temporary drainage facilities necessary to allow staged construction of the Project. The Engineer will design required temporary drainage structures for a 5-year frequency event, and include structure size, flow line elevations and approximate structure location on the traffic control plan sheets. The

Engineer will evaluate temporary drainage ditches between temporary drainage structures and outfall locations and designate a typical ditch section in the plans along with plan notes for the contractor to maintain positive drainage for these temporary ditches.

3.4.4.7. Trench Protection Determination: The Engineer will identify storm drain and culvert construction areas that will require trench protection or special shoring and indicate this information on the plans.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

iv. Electronic version of the validated Project Specified Unit Hydrograph Model.

v. Electronic versions of the H&H Models (HEC-RAS, HEC-HMS) and applicable data and maps

vi. Electronic version of the Hydraulic Report in both *.doc and *.pdf Formats.

vii. Electronic versions of the Storm Drainage Model, applicable data and maps

3.5. ENVIRONMENTAL

3.5.1. Storm Water Pollution Prevention Plan (SWP3)

3.5.1.1. The Engineer will develop storm water pollution prevention plan layout sheets for the length of the Project that complements the design and construction phasing of the Project and will include notes that indicate the contractor is responsible for detailed sequencing of the devices. The Engineer will consider applicable BMPs.

3.5.1.2. The Engineer will prepare SWP3 summary plan sheet(s) in accordance with Texas Pollution Discharge Elimination System (TPDES) regulations and TxDOT practices. The Engineer will use TxDOT SWP3 text sheet(s) to summarize SWP3.

3.5.1.3. The Engineer will prepare SWP3 details for related items that are not covered by TxDOT standard details.

3.5.2. EROSION & SEDIMENTATION CONTROL

3.5.2.1. The Engineer will develop erosion and sediment control plan layout sheets for the length of the Project to detail permanent erosion and sediment control measures.

3.5.2.2. The Engineer will prepare Erosion and sediment control details for related items that are not covered by TxDOT standard details.

3.5.3. TCEQ COORDINATION, WATER QUALITY DESIGN & WPAP

3.5.3.1. The Engineer shall determine the pre-regulatory impervious cover condition of the corridor using historical aerial imagery to be used as the baseline for the project, water quality calculations, and TCEQ permit.

3.5.3.2. The Engineer shall determine the post-project impervious cover condition of the corridor using project survey and design files which will be used as the primary basis of water quality calculations and TCEQ permit. The Engineer will also determine the "ultimate" impervious cover condition, assuming the median is fully impervious.

3.5.3.3. The Engineer will review of the past TCEQ Edwards Aquifer permits within the corridor limits to determine the location and drainage areas to existing permitted BMP's. The Engineer will determine which existing BMP's will remain after construction of the Project. It is assumed this will only include review of the following permits and that permits will be provided by the CTRMA: US 183A Section 9, Phase 1, Phase 2, TxDOT GPL, Cedar Park New Hope Drive. Additional coordination with TCEQ for existing permits is not anticipated.

3.5.3.4. The Engineer shall prepare water quality calculations using the TCEQ computation spreadsheet. Two sets of water quality calculations will be prepared and reviewed with the CTRMA and GEC to verify the desired water quality treatment design.

3.5.3.4.1. Post-Project Conditions: The required treatment will be computed along the corridor from the pre-regulatory to the post-project condition. The provided treatment post-project of each BMP along the corridor (existing, proposed and modified) will be computed and reported within the water quality memorandum and TCEQ application.

3.5.3.4.2. Ultimate Conditions: The required treatment assuming an "ultimate condition" (fully paved median) will be computed along the corridor and compared with the pre-regulatory condition to determine the required ultimate conditions TSS removals. The Engineer will determine BMP sizing for ultimate when compared to the Pre-Regulatory Conditions. Results of this assessment will be discussed with the CTRMA and GEC to determine the appropriate path forward for this Project.

3.5.3.4.3. Calculations and methodology will be documented in a Water Quality Technical memorandum to be included with the project Drainage Report and the TCEQ permit.

3.5.3.5. The Engineer shall prepare a TCEQ Edwards Aquifer Roadway Application. This includes figures, drainage report, and other supporting information required by each of the forms within the application. Draft permit application will be included with the 90% submittal and Final submittal. Final Permit will be submitted to TCEQ after Final submittal with signed and sealed plans.

3.5.3.6. The Engineer shall prepare WPAP Summary Sheet(s) with TCEQ WPAP General Construction Notes and best management practices (BMP) calculation data by stormwater facility.

3.5.3.7. The Engineer shall prepare WPAP Treatment Plan sheets at a scale of 1 in. = 200 ft. The purpose of these sheets is to identify existing and proposed treated impervious areas and BMP locations.

3.5.3.8. The Engineer will prepare water quality BMP plan layouts and details depicting the grading, inlet and outlet structure, cross-sections, flowlines, and additional details for modified and proposed the BMPs. Refer to task 3.4.4.3 for list of "Set one" and "Set two" pond locations. Pond outfalls will be shown in plan view and depicted on the plan view of the pond layouts and shown in profile view on either the detail sheet or a separate profiles sheet. Outfall plan and profile information will follow the convention of the storm drain plan and profiles in Task 3.4.4.3.

3.5.3.9. Quality Assurance/Quality Control Review: As design services for the water quality ponds will be performed by multiple Firms, QA/QC review will occur between Firms to ensure quality and consistency of deliverables. The Engineer will ensure all water quality designs meet TCEQ regulations and Mobility Authority standards.

3.5.4. EPIC

3.5.4.1. The Engineer will update the EPIC sheet as necessary throughout the project development and include in the plans.

3.5.5. Geologic Assessment for WPAP

A Geologic Assessment will be provided by the Mobility Authority.

DELIVERABLES

i. PS&E sheets

ii. TCEQ Edwards Aquifer Protection Plan Application

iii. Applicable calculations and data

iv. CAD Files in native format

ASSUMPTIONS

i. It is assumed that the CTRMA will provide all existing TCEQ permits and approval letters within the Project Limits.

ii. It is assumed that the TCEQ Roadway Application permit for this Project will replace all existing permits within the project limits instead of modifying previous permits. As such, all existing BMP's will be re-permitted with this Project. Only one new permit is expected and no modifications to previous permits.

iii. For the purposes of water quality calculations and reporting, existing BMP's along the corridor are assumed to generally include Vegetative Filter Strips, Grassy Swales, and 20 ponds and 22 vaulted treatment systems (Jellyfish Filters).

- If the project does not directly impact an existing BMP that relies on flow and velocity calculations (specifically Grassy Swales and Vaulted Systems), it is assumed that the existing permitted calculations are accurate and can be leveraged.

iv. All BMP's required to meet the Post-Project TCEQ requirements will be sized for Ultimate conditions to the greatest extent practicable. If achieving the Ultimate conditions design requires significant deviation from the modifications anticipated here or what is required for Post-Project, the approach will be discussed with the CTRMA and GEC staff prior to commencing with detailed design. BMP's only required for Ultimate conditions may not be constructed with this project.

v. The Water Quality design will include the following:

- 2 new ponds (assume Warrior B will be needed due to Warrior A groundwater conveyance and location within the floodplain)
- Modifications to 9 water quality ponds and 3 combined water quality and detention ponds
- Conversion of 3 ponds from detention to dual water quality

and detention ponds

- No volumetric modifications to Eagle, or Aggie ponds. The water quality and/or detention performance of these ponds will be evaluated and design water surface elevations calculated. Modifications to the outlet structures (splitter boxes) are anticipated to ensure the facilities meet design requirements with Atlas 14 flow rates.
- No new non-vault BMP's outside of the Pond modifications identified.

vi. Design work for existing BMP modification for additional water quality treatment include these assumptions:

- Each existing pond BMP's maximum practical volume will principally be achieved by replacing 3:1 slopes with vertical retaining walls.
- Pond BMP's within "Set one" will principally be designed as batch detention ponds.

vii. Pond BMP's within "Set two" will principally be designed as sand filter ponds. Water Quality design will include up to nine (9) new vaulted treatment systems, all assumed to be Contech Jellyfish or their equivalent.

viii. Design Plan sheets for Eagle and Aggie ponds expected to include a simplified pond layout based on survey and updated calculations. Pond details from the original design plans will also be included with the TCEQ permit to show details of design such as underdrain piping, outlet design and/or other detailed design elements unmodified by the current project.

3.6. RETAINING WALL DESIGN

3.6.1. The Engineer shall provide layouts (scale Max: 1" = 40' and Min: 1" =100'), elevations, quantity estimates, summary of quantities, typical cross sections, and structural details of all retaining walls within the Project

3.6.2. The Engineer shall determine if walls are required and verify the need for and length of the retaining walls. The Engineer shall make proposals to the Authority regarding most suitable wall type for each application.

3.6.3. Engineer will prepare Retaining Wall Key Map depicting the various wall locations. Soil boring locations will also be depicted on these sheets.

3.6.4. Engineer will prepare retaining wall layout sheets showing plan and profile of retaining walls. Engineer will provide associated details in plan and profile views. Engineer shall provide soil boring profiles on separate plan sheets.

3.6.5. Engineer will prepare structural details for soil nail walls if used.

3.6.6. Engineer will identify temporary shoring needs and prepare layouts as necessary.

3.6.7. Engineer will prepare Retaining Wall Typical Sections sheets.

3.6.8. Engineer will prepare Retaining Wall Horizontal Alignment Data Sheets depicting the horizontal geometric information for the Project retaining walls to be included in the construction plan set.

3.6.9. Engineer will detail type, limits, and anchorage details of railing (if applicable)

3.6.10. Provide details related to the interface of retaining wall at bridge abutments.

3.6.11. Provide all boring logs utilized within their design. Borings shall be shown on wall plans at actual location with log information. Separate logs shall be submitted to the GEC for records purposes.

3.6.12. The Engineer will assemble the necessary retaining wall standard details.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

iv. Boring Logs (PDF & native)

3.7. NOISE WALL DESIGN

3.7.1. The Engineer shall provide layouts (scale Max: 1" = 40' and Min: 1" =100'), elevations, quantity estimates, summary of quantities, typical cross sections, and structural details of noise walls within the Project. The scope of work outlined in this section corresponds to the list of noise walls provided by CTRMA. It is assumed that CTRMA will provide the aesthetic theme and aesthetic details for the noise walls.

3.7.2. The Engineer shall make proposals to the Mobility Authority regarding most suitable wall type for each application. This effort will be documented with a Noise Wall Type Memo.

3.7.3. The Engineer will prepare Noise Wall Key Map depicting the various wall locations. Soil boring locations will also be depicted on these sheets.

3.7.4. The Engineer will prepare noise wall layout sheets showing plan and profile of noise walls. Engineer will provide associated details in plan and profile views. Engineer shall provide soil boring profiles, as applicable on separate plan sheets.

3.7.5. The Engineer will prepare structural details for noise walls as necessary.

3.7.6. The Engineer will prepare Noise Wall Typical Sections and aesthetic detail sheets.

3.7.7. The Engineer will prepare Noise Wall Horizontal Alignment Data Sheets depicting the horizontal geometric information for the Project Noise walls to be included in the construction plan set. This information will be included on the noise wall layout sheets.

3.7.8. The Engineer will detail foundation type, limits, and anchorage details of railing (if applicable)

3.7.9. The Engineer will provide details related to the interface of noise wall with adjacent structures.

3.7.10. The Engineer will provide all boring logs utilized within their design. Borings shall be shown on wall plans at actual location with log information. Separate logs shall be submitted to the GEC for records purposes. This information will be included on the noise wall layout sheets.

3.7.11. The Engineer will assemble the necessary retaining wall standard details.

DELIVERABLES

v. PS&E sheets

vi. Applicable calculations and data

vii. CAD Files in native format

viii. Boring Logs (PDF & native)

ix. Noise Wall Type Memo

3.8. STRUCTURAL DESIGN

3.8.1. All bridge design shall be in conformance with the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailer's Manual, and AASHTO LRFD Bridge Design Specifications (HL 93 Loading).

3.8.2. The Engineer shall finalize Bridge Layout plans, elevations and typical sections.

3.8.3. The Engineer shall incorporate, into the final design of the bridge elements, aesthetic design features and details.

3.8.4. The Engineer shall generate final design calculations and final detail drawings for the Project structures. Structural design calculations and final detail drawings will be in accordance with standard requirements of TxDOT. The Engineer's designer and checker shall both check calculations and sign the front page of each individual calculation package. The Engineer shall submit structural design calculations and quantity calculations for review at the Final submittal. The

Engineer shall coordinate interim over the shoulder reviews at the request of the Authority and GEC.

3.8.5. The Engineer shall develop Boring Log Key map layout sheets indicating locations of geotechnical boring.

3.8.6. Boring Log Elevations: The Engineer will include boring logs for each geotechnical borings on separate sheets.

3.8.7. Estimated Quantities and Bearing Seat Elevations: The Engineer shall provide bridge quantity summaries.

3.8.8. Abutment details and calculations shall be provided for custom abutments

3.8.9. Interior Bent details and calculations shall be provided for custom interior bent details (caps and columns).

3.8.10. Footings: Details and calculations shall be provided for footing elements.

3.8.11. Framing Plan: For steel girder design, this effort includes design of steel girders and field splices.

3.8.12. Slab Plan: The slab plan includes the development of prestressed beam designs.

3.8.13. Foundation Design: Details for foundation layouts and calculations shall be provided for foundation elements.

3.8.14. Drainage Details: The Engineer shall provide details for concealed drainage for bridge deck scuppers. Drainage slots in bridge rails shall not be used for the mainlane structures.

3.8.15. Aesthetic Design: The Engineer shall finalize detailed drawings for aesthetic features compatible with the Project aesthetic theme.

3.8.16. Miscellaneous Details: The details shall include Structural Details for aesthetics. These sheets will be developed with combined details for use on various structures.

3.8.17. Standard Details: The Engineer will use the latest TxDOT standard details for beams, diaphragms, railings, expansion joints, riprap, etc. wherever possible. Prepare Project-specific modified standards necessary for inclusion in the PS&E package. Sign, seal and date all Project-specific modified standards.

3.8.18. Specifications: The Engineer will develop specifications as needed for bridge structures

3.8.19. Bridge Type Cost Report: The Engineer will develop and submit a report summarizing options for widening width (minimum width versus full width and stand-alone interior bents versus continuous interior bents) including construction phasing, cost and duration for review and consideration by the Mobility Authority.

3.8.20. Exhibit A Development and Coordination: The Engineer will develop the necessary Exhibit A documents for coordination with Cap Metro and their subsequent review and approval.

3.8.21. Bridge Summary Sheet: The Engineer will develop a Bridge Summary Sheet summarizing the bridge quantities on the project.

3.8.22. Cost Estimates: The Engineer will prepare cost estimates for bridges as part of the 30%, 60%, 90% and 100% submittals.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

iv. Boring Logs (PDF & native)

3.9. SIGNING, MARKING & SIGNALIZATION

3.9.1. The Engineer shall prepare layouts, specifications, and details for striping, pavement markings, and signing. Layouts will be prepared at a scale of 1" = 100' and will depict striping, delineator, pavement markings and small and large signs. The Engineer shall coordinate with the GEC & SI for final signing strategies including toll signing and placement of signs outside contract limits.

3.9.2. The Engineer shall detail Final Design permanent pavement markings and channelization devices on plan sheets. Pavement markings shall be selected from the latest TxDOT standards.

3.9.3. The Engineer shall prepare Small Sign Detail sheets for non-standard small signs. These sheets shall show the overall dimension of the signs by determining letter size and spacing.

3.9.4. Prepare Final Design Large Guide Sign Layout Sheets: Engineer shall prepare layout sheets for all large guide signs at a scale of 1 in. = 200 ft

3.9.5. The Engineer shall prepare Large Guide Sign Detail sheets. These sheets shall show dimensions, layout of text, directional arrows and shields, borders and colors.

3.9.6. The Engineer shall prepare Overhead Sign Structure Elevations Detail sheets. These sheets shall include electrical service conduit for future ITS facilities.

3.9.7. Prepare Final Design for Overhead Sign Structural Details: The Engineer shall prepare overhead sign structure details.

3.9.8. Prepare Summary of Small Signs.

3.9.9. Prepare Summary of Large Signs

3.9.10. Traffic Signal Plans: the Engineer shall prepare signal plans and details necessary for the signal cabinet relocation at Crystal Falls Parkway.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

3.10. ILLUMINATION

3.10.1. The Engineer shall review existing lighting system and determine the necessary lighting system modifications.

3.10.2. The Engineer shall design safety lighting at ramp merge locations, auxiliary lanes, and other locations as required and power required for the system.

3.10.3. The Engineer shall design the illumination modifications and additions for 183A to be consistent with the existing illumination utilized on US 183A.

3.10.4. The engineer shall prepare illumination plan layouts and details necessary for the lighting system.

3.10.5 The engineer shall evaluate proposed improvements to determine underpass lighting at applicable locations, including cross streets, turnaround, and trail connections.

DELIVERABLES

iv. PS&E sheets

v. Applicable calculations and data

vi. CAD Files in native format

3.11. INTELLIGENT TRANSPORTATION SYSTEMS

3.11.1. The Engineer shall develop ITS plan layouts, elevations, and details for the relocation, adjustment, and reconnection of existing ITS devices and infrastructure. The Engineer shall coordinate with TxDOT, the Mobility Authority, and Systems Integrator (SI) to obtain existing information, device configuration, field conditions, and directives for the relocation ITS Design.

3.11.2. The Engineer shall prepare plans for the relocated ITS infrastructure, including adjustments to conduit, duct bank, laterals, ground boxes, power and communications routing, electrical service modifications, existing CCTV's, detection systems, dynamic message signs, and equipment cabinets. The Engineer shall include all applicable standards, specifications, details and estimates for the system in the plan set.

3.11.3. The Engineer shall evaluate all existing CCTV cameras within the project limits and verify that camera spacing meets the required ½ mile coverage interval. The

Engineer shall identify and design relocations for any existing CCTV units that are in conflict with the proposed improvements and incorporate additional CCTV installations as necessary to maintain continuous coverage at the ½-mile spacing.

3.11.4. The Engineer shall coordinate with the Mobility Authority and TxDOT and other designees to obtain their review and comment on the Final ITS infrastructure design submittal published by the Engineer.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

3.12. ELECTRONIC TOLL COLLECTION

3.12.1. The Engineer shall develop ETC plan layouts to incorporate the additional equipment in coordination with the Mobility Authority's System Integrator (SI).Engineer to develop updated gantry elevations and gantry plan layouts showing stationing, additional conduit, and ground boxes needed for additional tolling equipment recommended by SI.

3.12.2. Design shall support the Mobility Authority tolling requirements and TxDOT ITS standards, including coordination with both agencies throughout the design and implementation phases.

3.12.3. The engineer shall maintain all existing ETC communications connectivity during construction.

3.12.4. The engineer is not revising the system architecture diagrams, ETC communication paths, cabinet interfaces, and/or network topology. Fiber routing, splice diagrams, and network details shall be provided by SI.

3.12.9. The Mobility Authority intends for all tolling gantries to remain in their existing locations. While gantries may be modified as necessary to accommodate additional lanes, no relocations or new gantries are anticipated. Any equipment or structural adjustments shall be performed in coordination with the Systems Integrator. There is no anticipated need for temporary fiber during construction to maintain system connectivity.

DELIVERABLES

i. PS&E sheets

ii. Applicable calculations and data

iii. CAD Files in native format

3.13. MISCELLANEOUS

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
183A Added Capacity Professional Services

3.13.1. AESTHETIC DETAILS

3.13.1.1. The Engineer shall develop aesthetic plans and details in conformance with existing corridor aesthetic.

3.13.2. LANDSCAPE/HARDSCAPE

3.13.2.1. The Engineer shall develop landscape architecture planting and hardscape plans to restore the 183A Shared Use Path Trailhead outdoor gym area disturbed by the project including details, specifications and estimated quantities. It is assumed that the outdoor gym area will be widened to the west to compensate for the lost area due to the bridge widening. It is also assumed that the outdoor gym area will not be relocated.

3.13.3. UTILITY

3.13.3.1. The Engineer shall provide utility layout sheets detailing the disposition of each utility (existing to remain, existing to be removed, existing to be abandoned in place, and proposed utilities)

3.13.4. STANDARDS, SPECIFICATIONS, ESTIMATES, QUALITY CONTROL

3.13.4.1. Download the appropriate TxDOT Standards from the State's web site. The Engineer will revise and seal any Standard that requires modification. All other standards will have their title blocks filled out with the applicable Project data and printed for inclusion in the final plan set. The Engineer will utilize Austin District Standards where applicable.

3.13.4.2. The Engineer shall provide (signed and sealed) any necessary details required to supplement standard details.

3.13.4.3. The Engineer shall prepare a tabulation of applicable Specifications, Special Specifications and Special Provisions.

3.13.4.4. Prepare General Notes utilizing TxDOT Austin District most recent version.

3.13.4.5. Prepare a Construction Cost Estimate at each submittal, and supply a copy to the Mobility Authority in Microsoft Excel format.

3.13.4.6. Prior to each milestone submittal, the Engineer shall conduct a review in accordance with the QA/QC procedures outlined in the Engineer's Quality Control Plan.

3.13.4.7. Independent engineering interdisciplinary quality reviews during the PS&E 30%, 60%, 90% and Final submittals. The interdisciplinary team will consist of senior technical advisors that have no direct involvement with the project design to include roadway, drainage, structural, geotechnical, utility and aesthetics disciplines. The interdisciplinary review must be performed to identify potential design errors, inefficiencies and conflicts between

disciplines and recommend possible solutions and mitigation measures. All comments must be captured in an Interdisciplinary Review Log. Constructability reviews of the schematic and PS&E package at schematic completion, 60% and 90% submittals to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements, such as: Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SWP3); ensuring Environmental Permits, Issues and Commitments (EPIC) are addressed; Utility conflicts are identified; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the Authority. Final Design plans, calculations, and cost estimates prepared by Engineer are to be thoroughly reviewed and checked before submittal to the Authority for review. The Engineer has total responsibility for the accuracy and completeness of the plans and related designs prepared under this Project and shall check such material accordingly. The plans will be reviewed by the Authority and TxDOT for conformity with the Authority's procedures and the terms of the Project. The Authority will provide independent QA/QC audits to verify Project compliance with this plan. The Engineer shall have a Quality Control Plan in effect during the entire time work is being performed under this Project.

3.13.4.8. The Engineer shall submit electronic design elements in accordance with the agreed upon protocol with the Authority. These electronic design elements shall be incorporated into the Authority's VUEWorks asset management software platform.

3.13.4.9. Bid Phase Support

3.13.4.9.1. The Engineer will coordinate with the Mobility Authority for the Bid Package including but not limited to answering prospective bidder questions and preparing addenda as necessary.

3.13.4.9.2. The Engineer will attend one pre-bid meeting.

3.13.4.9.3. The Engineer will assist the Mobility Authority at contract bid opening.

3.13.4.9.4. The Engineer will tabulate the bids, research low bidder and make a recommendation of award to the Mobility Authority.

DELIVERABLES

i. PS&E sheets
ii. Applicable calculations and data
iii. CAD Files in native format
iv. Construction Cost Estimate (PDF and native format)
v. QA/QC Records & Red-lined Plans
vi. Standard Specification List, Special Provisions, Special Specifications

4. CONSTRUCTION PHASE SERVICES

4.1. General

4.1.1. Written requests for Construction Phase Services shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. Typical time limits for Requests for Information (RFIs) and Submittals will be 7 days. RFI and/or Submittals that are more involved may require a 14-day time limit.

4.2. Review and Approval of Shop Drawings

4.2.1. The Engineer will review and approve shop drawings, forming details and equipment submittals.

4.2.2. The Engineer shall review shop drawings pertaining to various project elements.

4.2.3. The Engineer shall comply with the following procedures for shop drawing review:

4.2.3.1. Review the drawings for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions

4.2.3.2. Review the drawings for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.

4.2.3.3. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked “No Exceptions Taken” with signature, date and statement that “Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departures therefrom. The Contractor remains solely responsible for details and

accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."

4.2.3.4. If there are only minor corrections, the incorrect information shall be crossed out and the correct information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.

4.2.3.5. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Revise and Resubmit." The drawings must then be resubmitted for a second review.

4.2.3.6. If the drawings are not found to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal

4.2.3.7. A cover letter will be returned with the reviewed drawings containing:

4.2.3.7.1. A description of the submittal

4.2.3.7.2. The status of the submittal

4.2.3.7.3. A listing of sheet numbers and titles reviewed

4.2.3.7.4. If the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable

4.2.3.7.5. If the submittal was accepted with exceptions, an explanation of the exceptions will be included

4.2.4. Shop drawing procedures as identified in Section 5.1.3 may be modified as directed by the Mobility Authority.

4.2.5. The Engineer will review and approve shop drawings, forming details and equipment submittals.

4.2.6. The Engineer shall review equipment submittals as directed by the Authority.

4.2.7. The Engineer shall utilize the same procedures as defined in Section 5.1.3 for equipment submittal reviews.

4.3. Responding to RFIs and Answering General Questions

4.3.1. The Engineer shall be available to respond to questions related to the plans and specifications as needed throughout the duration of the construction.

4.3.2. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the Mobility Authority.

4.3.3. Develop Change Orders to the plans at the request of the Mobility Authority.

4.4. Project Management, Coordination Meetings & Invoicing

4.4.1. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the Mobility Authority.

4.4.2. The Engineer will participate and attend coordination meetings as requested by the Mobility Authority.

4.4.3. Develop Change Orders to the plans at the request of the Mobility Authority.

4.4.4. Follow invoice procedures as described in the Contract.

EXCLUSIONS

i. Modifications to the TCEQ permit application during construction are not included under this scope.

ii. Landscape work is not included under construction phase services.

ATTACHMENT D

Key Personnel

1.) Project Manager – Robin Handel
2.) Deputy Project Manager – Anthony Serda
3.) Structural Task Lead – Tom Ashcraft
4.) Roadway Task Lead – Bud Kraft
5.) Drainage Task Lead – Brandon Hilbrich
6.) Water Quality Task Lead – Leigh Ruhnau
7.) Traffic Control Task Lead – Matt Beran
8.) QAQC Lead – Wade Lansdell Strong

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.
X	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).* 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** is $**9,991,090.75**.

The amount payable is based on the following rate data shown below. Maximum rates will be adjusted on an annual basis at the beginning of each 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 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

STV Incorporated planned subcontract team members at the Contract effective date:

HDR Engineering, Inc.
EDGE Engineering, PLLC
Corsair Consulting, LLC
McGray & McGray Land Surveyors, Inc.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #7

Discuss and consider approving a memorandum of understanding and interlocal agreement with the Texas Department of Transportation, City of Austin, Capital Metropolitan Transportation Authority, Austin Transit Partnership and Capital Area Metropolitan Planning Organization for the Central Texas Construction Partnership Program

Strategic Plan Relevance:	Stewardship & Collaboration
Department:	Administration
Contact:	James Bass, Executive Director
Associated Costs:	Annual Budget
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

Project Description/Background: With significant infrastructure projects underway and planned to commence in Central Texas over the next 10 years, the Parties have come together to form the Central Texas Construction Partnership Program with a joint commitment to improve coordination, enhance safety, maintain mobility, inform the public, and form a long-term scalable foundation for proactively managing the region's traffic flow. In support of this commitment, the Parties agree to collaborate in the development of an integrated information sharing platform to receive construction information from projects; explore strategies to streamline public information during construction; cooperate with local businesses and the community to manage travel demand at and near construction projects; and use operational strategies and technology to optimize traffic flow.

Below are list of the Parties to the agreement and their respective funding percentages :

TxDOT	50%
City of Austin	20%
CTRMA	10%
CAMPO	10%
CapMetro	5%
ATP	5%

The projected share of expenses to be covered by CTRMA under the Interlocal Agreement shall not exceed:
Year 1: $442,718 *
Year 2: $379,582 *
Two-year Total: $822,300 *
**Includes contingency*

These funds will be applied to cover CTRMA's percentage share of expenses for the Construction Data Platform, CTX GO mobile app, Artificial Intelligence tools, operators of a CPP Traffic Management Center, Public Outreach, and Traffic Demand Management activities.

Previous Actions & Brief History of the Program/Project: The Board has previously included funding for the Central Texas Construction Partnership Program in the Operating Budget. The amount included in FY 2026 Operating Budget is $600,000 which is more than the projected cost for Year 1.

Financing: Operating Budget

Action requested/Staff Recommendation: Staff recommends the Board's approval of the memorandum of understanding and the interlocal agreement for the Mobility Authority's participation in the Central Texas Construction Partnership Program.

Backup provided: Draft Resolution
Memorandum of Understanding
Interlocal Agreement

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

RESOLUTION NO. 26-0XX

APPROVING A MEMORANDUM OF UNDERSTANDING AND INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, THE CITY OF AUSTIN, THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, THE AUSTIN TRANSIT PARTNERSHIP, AND THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION FOR THE CENTRAL TEXAS CONSTRUCTION PARTNERSHIP PROGRAM

WHEREAS, Central Texas is experiencing significant infrastructure investment, with major transportation and related construction projects currently underway and planned to commence over the next ten years; and

WHEREAS, these concurrent and planned infrastructure projects will place increasing demands on the regional transportation network and create a heightened need for coordinated planning, communication, and operations among the public agencies responsible for delivering and managing those projects; and

WHEREAS, in response to these needs, the Central Texas Regional Mobility Authority (the "Mobility Authority"), the Texas Department of Transportation ("TxDOT"), the City of Austin ("COA"), the Capital Metropolitan Transportation Authority ("CapMetro"), the Austin Transit Partnership ("ATP"), and the Capital Area Metropolitan Planning Organization ("CAMPO") (collectively, the "Parties") have agreed to form the Central Texas Construction Partnership Program (the "Program" or "CPP") with a joint commitment to improve coordination, enhance safety, maintain mobility, inform the public, and establish a long-term, scalable foundation for proactively managing the region's traffic flow; and

WHEREAS, in support of that commitment, the Parties intend to collaborate in the development of an integrated information-sharing platform to receive construction information from projects, explore strategies to streamline public information during construction, cooperate with local businesses and the community to manage travel demand at and near construction projects, and use operational strategies and technology to optimize traffic flow; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 370 of the Texas Transportation Code authorize the Mobility Authority to enter into agreements with other governmental entities for the performance of governmental functions and services; and

WHEREAS, the Parties have negotiated a memorandum of understanding (the "MOU"), attached hereto as Exhibit A, to support the development of the CPP for ten (10) years to proactively minimize transportation construction impacts on travelers, residents, and businesses in Central Texas, and to enhance safety, mobility, and public information in Central Texas; and

WHEREAS, the Parties have also negotiated an interlocal agreement (the "Interlocal Agreement"), attached hereto as Exhibit B, which includes provisions for cost sharing to fund and operate elements of the CPP, of which the Mobility Authority will fund ten percent of the annual costs of the CPP; and

WHEREAS, staff recommends the Board's approval of the MOU and the Interlocal Agreement for the Mobility Authority's participation in the CPP

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves entering into the MOU and the Interlocal Agreement for the Central Texas Construction Partnership Program in the forms or substantially the same forms attached hereto as Exhibits A and B; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to execute the MOU and the Interlocal Agreement on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
AMONG
THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"),
CITY OF AUSTIN,
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("CAPMETRO"),
AUSTIN TRANSIT PARTNERSHIP ("ATP"),
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA"), AND
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION ("CAMPO")

This Memorandum of Understanding ("MOU") is made and entered into by and between Texas Department of Transportation ("TXDOT"), by and through the Austin District Office, the City of Austin ("the City"), Capital Metropolitan Transportation Authority ("CapMetro"), Austin Transit Partnership ("ATP"), Central Texas Regional Mobility Authority ("CTRMA"), and the Capital Area Metropolitan Planning Organization ("CAMPO"). Each agency is hereinafter referred to as a "Party" and collectively referred to as the "Parties" or as the Central Texas Construction Partnership Program ("CPP").

WHEREAS, approximately $20B in mobility and infrastructure construction projects are proposed in the next ten (10) years, in Central Texas, see Agency Projects Map (attached hereto), and

WHEREAS, the Parties of this MOU agree to support the development of a Central Texas Construction Partnership Program (CPP) for ten (10) years to proactively minimize transportation construction impacts on travelers, residents, and businesses in Central Texas, and to enhance safety, mobility and public information in Central Texas during the construction, and

WHEREAS, the Parties have agreed to support the implementation of the following CPP elements:

- Construction Coordination – coordinate lane closures across projects to reduce impacts and share the information with travelers, residents, and businesses through a variety of mediums (e.g., an app, website, etc.). Lead Agency – TxDOT. Other agencies supporting.
- Public Information – communicate where the community can access information about construction travel impacts. Lead Agency – COA. Other agencies supporting.
- Travel Demand Management – implement strategies to reduce traffic demand at and near construction projects. Lead Agencies – COA and CAMPO. Other agencies supporting.
- Traffic Management – use operational strategies and technology to optimize traffic flow during construction. Lead Agencies – TxDOT, CAMPO, and COA. Other agencies supporting.

WHEREAS, the Parties agree to commit to providing resources, such as but not limited to, personnel, funding, hardware, and data sharing, to implement the elements of the CPP, and

WHEREAS, the Parties of this MOU agree to support continuation of a Central Texas collaborative transportation network management strategy to enhance safety, mobility and public information beyond the 10-year CPP construction-related effort, including ongoing operation and maintenance of CPP elements, as beneficial, and

WHEREAS, to the extent possible, a two-year interlocal agreement ("ILA"), with two-year extension options, between the Parties should be developed and will include provisions for cost and asset sharing to fund and operate CPP elements, and

By being a signatory to this MOU, the Parties agree to:

1. Actively participate and provide content in the development and implementation of the CPP elements; and
2. Agree to provide access to transportation-related information, data and systems produced by each Party in order to feed into an integrated information sharing platform that will disseminate construction information associated with CPP projects; and
3. Explore providing staff resources with the capabilities to perform day-to-day actions in relation to supporting CPP elements; and
4. Work together to establish cost sharing provisions towards the funding of the CPP elements; and
5. Pursue, in good faith and expediency, the development, negotiation and execution of an ILA to legally agree to terms as it pertains to cost sharing, data and asset sharing, interagency operational concepts and organizational governance; and
6. Agree that this MOU or future agreement will not transfer or convey any ownership or any rights other than those rights expressly granted by the agreement or by the laws of the State of Texas.

Term. This MOU shall become effective when executed by a minimum of two Parties. It shall remain in full force and effect in perpetuity, unless it is superseded, in part or in whole, by an MOU or ILA(s).

Amendment. This MOU may be amended by agreement, in a writing signed by all Parties.

Termination. Any Party may terminate their participation in this MOU, for any reason or no reason at all, upon 90 days' written notice to the other Parties.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be duly executed in duplicate as of the date of the last signature written below.

CITY OF AUSTIN

By _____ Date _____

AUTHORIZED SIGNATURE

Mike Rogers, Assistant City Manager

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE

Dottie Watkins, President and CEO

AUSTIN TRANSIT PARTNERSHIP

By _____ Date _____

AUTHORIZED SIGNATURE

Greg Canally, Executive Director

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE

James Bass, Executive Director

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____

AUTHORIZED SIGNATURE

Ashby Johnson, P.E., Executive Director

TEXAS DEPARTMENT OF TRANSPORTATION

By _____ Date _____

AUTHORIZED SIGNATURE

Tucker Ferguson, P.E. – District Engineer

CENTRAL TEXAS
CONSTRUCTION PARTNERSHIP PROGRAM

CENTRAL TEXAS
SIGNIFICANT PROJECTS

MAP LEGEND

- Mobility Authority
- CapMetro
- TxDOT
- City of Austin
- ATP
- Travis County
- Additional Developments
- Study Phase

PARTNER AGENCIES

ATP

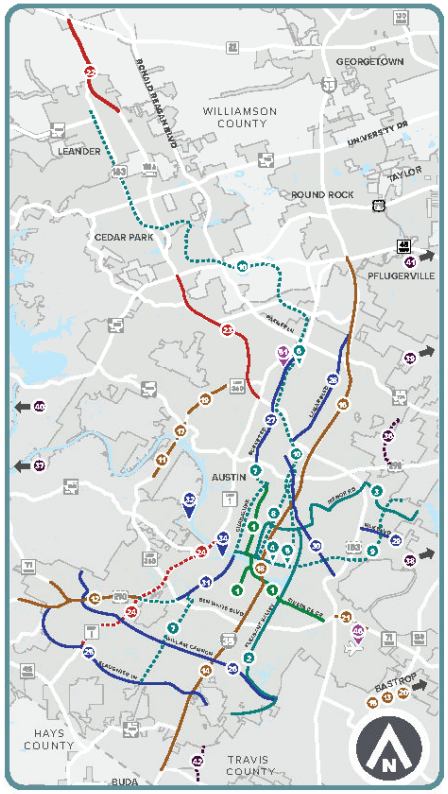
CAMPO Capital Area Metropolitan Planning Organization — Central Texas

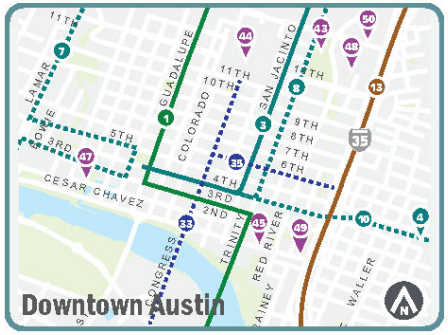
Austin

CapMetro

Texas Department of Transportation

Central Texas Regional Mobility Authority





T = Transportation Project P = Other Public Sector PVT = Private Sector

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Austin Transit Partnership										
1 Austin Light Rail T										1
CapMetro										
2 MetroRapid: Pleasant Valley T			2							
3 MetroRapid: Expo Center T			3							
4 Red Line: Plaza Saltillo Station Expansion T					4					
5 Red Line: Double Tracking (Onion Street to Austin Wye) T					5					
6 Red Line: Broadmoor Station T						6				
7 MetroRapid: Menchaca to Oak Hill (STUDY PHASE) T	TO BE DETERMINED									
8 MetroRapid: Gold Line (STUDY PHASE) T	TO BE DETERMINED									
9 Green Line (STUDY PHASE) T	TO BE DETERMINED									
10 Red Line: Double Tracking (STUDY PHASE) T	TO BE DETERMINED									
TxDOT										
11 Loop 360: Westlake Drive/Cedar Street T				11						
12 Oak Hill Parkway T					12					
13 SH 71 East at Tucker Hill Lane T						13				
14 I-35 Capital Express South: SH 71 to SH 45 Southeast T						14				
15 SH 71 at Pope Bend T						15				
16 I-35 Capital Express North: SH 45 North to US 290 East T							16			
17 Loop 360: Courtyard Drive/RM 2222 T							17			
18 I-35 Capital Express Central: US 290 East to SH 71 T										18
19 Loop 360: Lakewood Drive/Spicewood Springs Road T										19
20 SH 71 East at FM 1209 T										20
21 SH 71: US 183 to Presidential (STUDY PHASE) T	TO BE DETERMINED									
Mobility Authority										
22 US 183A Phase III: SH 29 to Hero Way T			22							
23 US 183 North: MoPac Expressway to SH 45/620 T				23						
24 MoPac South: 8th Street to Slaughter Lane (STUDY PHASE) T	TO BE DETERMINED									
City of Austin										
25 Slaughter Lane: FM 1826 to Brandt Road T			25							
26 William Cannon Drive: Southwest Parkway to McKinney Falls T				26						
27 Burnet Road: Koenig Lane to MoPac Expressway T					27					
28 North Lamar Boulevard: US 183 to Howard Lane T					28					
29 East MLK Jr. Boulevard: US 183 to Decker Lane T					29					
30 Airport Boulevard: North Lamar Boulevard to US 183 T						30				
31 South Lamar Boulevard: Barton Springs Road to Ben White Boulevard T						31				
32 Red Bud Trail Bridge Replacement T						32				
33 Congress Avenue Urban Design Initiative (STUDY PHASE) T	TO BE DETERMINED									
34 Barton Springs Road Bridge Replacement T	TO BE DETERMINED									
35 East Sixth Street Reconstruction and Redevelopment (STUDY PHASE) T	TO BE DETERMINED									
Travis County										
36 Arterial A (STUDY PHASE) T	TO BE DETERMINED									
37 Bee Creek Road: Lakehurst Road to Highland Boulevard (STUDY PHASE) T	TO BE DETERMINED									
38 Blake Manor Road: Taylor Lane to Burleson Manor Road (STUDY PHASE) T	TO BE DETERMINED									
39 Cameron Road: Pecan Street to Fuchs Grove Road (STUDY PHASE) T	TO BE DETERMINED									
40 Pyramid Drive and O'Reilly Drive (STUDY PHASE) T	TO BE DETERMINED									
41 Rowe Lane: SH 130 to Hodde Lane (STUDY PHASE) T	TO BE DETERMINED									
42 South Pleasant Valley Road: Bradshaw Road to SH 45 (STUDY PHASE) T	TO BE DETERMINED									
Additional Developments										
43 Waterloo Greenway P			43							
44 Texas Capitol Complex Development P				44						
45 Convention Center Redevelopment and Expansion P							45			
46 Austin-Bergstrom International Airport Expansion P										46
47 Seaholm Multimodal Connectivity T	TO BE DETERMINED									
48 Brackenridge Redevelopment PVT	TO BE DETERMINED									
49 Palm School Site Redevelopment PVT	TO BE DETERMINED									
50 Dell Medical Center Expansion PVT	TO BE DETERMINED									
51 Uptown ATX PVT	TO BE DETERMINED									

Exhibit B

Interlocal Agreement

Contract No _____

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT
FOR
REGIONAL TRAFFIC MANAGEMENT

THIS CONTRACT is entered into by the Parties under Government Code, Chapter 791.

I. PARTIES:

The Texas Department of Transportation	TxDOT
Capital Area Metropolitan Planning Organization	CAMPO
City of Austin	COA
Central Texas Regional Mobility Authority	CTRMA
Capital Metropolitan Transportation Authority	CapMetro
Austin Transit Partnership	ATP

II. PURPOSE: With more than 35 significant infrastructure projects commencing over the next 10 years in Central Texas, the Parties have come together to form the Central Texas Construction Partnership Program (CPP) with a commitment to improve coordination, enhance safety, maintain mobility, inform the public, and form a long-term scalable foundation for proactively managing the region's traffic flow. A companion Memorandum of Understanding signed by the above Parties, indicates a 10-year commitment to support Central Texas construction activities and the longer term vision of collaborative transportation network management.

In support of this commitment, Parties agree to collaborate in the development of an integrated information sharing platform to receive construction information from projects; explore strategies to streamline public information during construction; cooperate with business/industry and the community to manage travel demand at and near construction projects; and use operational strategies and technology to optimize traffic flow.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Parties will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this two-year contract shall not exceed $8,222,997 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly and paid subject to annual appropriation by the Contracting Parties. The operating budgets for Years 1 and 2 may not exceed those established in **Attachment B**, and shall be prepared annually by TxDOT and provided to the CPP Executive Steering Committee (ESC) for review and approval, as described in **Attachment A,** Scope. The ESC governing body is comprised of executive directors or senior level members from each of the Parties. The Parties acknowledge that their respective payment obligations set forth in this Agreement are a commitment of current revenues only and remain subject to appropriation.

V. TERM OF CONTRACT: This contract begins when executed by two or more Parties and terminates on the second (2nd) anniversary of execution or when otherwise modified, extended, or terminated as provided in this Agreement. The agreement may be extended in two-year increments as approved by voting members of the CPP ESC.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The Board of Directors of CAMPO, by resolution or ordinance, dated _____, has authorized CAMPO to enter into this Agreement and perform its obligations described in **Attachment A**.

The Austin City Council, by resolution or ordinance, dated _____, has authorized the City of Austin to enter into this Agreement and perform its obligations described in **Attachment A**.

The Board of Directors of the CTRMA, by resolution or ordinance, dated _____, has authorized CTRMA to enter into this Agreement and perform its obligations described in **Attachment A**.

The Board of Directors of CapMetro, by resolution or ordinance, dated _____, has authorized CapMetro to enter into this Agreement and perform its obligations described in **Attachment A**.

The Board of Directors of ATP, by resolution or ordinance, dated _____, has authorized ATP to enter into this Agreement and perform its obligations described in **Attachment A**.

This contract incorporates the provisions of **Attachment A,** Scope of Services**, Attachment B,** Budget**, Attachment C,** General Terms and Conditions, **Attachment D,** Resolution or Ordinance and **Attachment E,** Location Map Showing Planned Projects.

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____

AUTHORIZED SIGNATURE
Ashby Johnson, P.E., Executive Director

CITY OF AUSTIN

By _____ Date _____

AUTHORIZED SIGNATURE
Mike Rogers, Assistant City Manager

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE
James M. Bass, Executive Director

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____ Date _____

AUTHORIZED SIGNATURE
Dottie Watkins, President and CEO

AUSTIN TRANSIT PARTNERSHIP

By _____ Date _____

AUTHORIZED SIGNATURE
Greg Canally, Executive Director

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

By _____ Date _____

Marc Williams
Executive Director, Texas Department of Transportation

ATTACHMENT A
Scope of Services

A. Background

With approximately $20B in mobility and infrastructure construction projects commencing over the next 10 years in Central Texas, the region's transportation agencies have come together to form the Central Texas Construction Partnership Program (CPP) with a commitment to enhance safety, inform the public, maintain mobility, improve coordination, and form a long-term scalable foundation for proactively managing the region's traffic flow.

B. Scope of Work

In support of the commitment described above, the Parties (as defined in the Interlocal Agreement signature pages that precede Attachment A) agree to participate in the regional implementation, as applicable, of the following:

1. **Construction Data Platform (CDP), Mobility Application and Mirror Website, KPI Dashboard.** Actively participate and provide content in the development and implementation of an integrated CDP, mobility app, for mobile devices and a mirror website, and traffic insights;

   Initial development of the CDP, Mobility App and mirror website is being funded by TxDOT until ILA execution. Ongoing development, operations, maintenance and hosting costs will be shared by the signatory parties to this ILA as outlined in Tables B-1 and B-2, Attachment B.

2. **Mobility Solutions.** Participate in the development of advanced analytics to enable corridor and intersection solutions that improve safety and mobility. Possible solutions that will be informed by a future system engineering process may include the following:

   a. **Corridor Solutions** – For example, deployment of Advanced Traffic Management Systems (ATMS) enhanced by edge computing leveraging decentralized data processing power at the network's edge to optimize traffic flow and improve safety in near real time; and
   b. **Intersection Mobility Solutions** – For example, utilizing edge computing capabilities to connect directly to traffic sensors, smart work zone devices, cameras and traffic signals thereby enhancing safety and operations by reducing data latency.

3. **Data Governance**. Provide and receive transportation-related information, data, and systems produced by each Party's infrastructure to feed into the CDP that will aggregate and disseminate information associated with Parties' construction and relevant maintenance projects. Parties agree to collaborate in the implementation of a regional data governance policy.

4. **CPP Traffic Management Center Operations**. Collaborate in forming a regional traffic management operations program focusing initially on Central Texas construction activities (pertinent projects including, but not limited to, the I-35 Capital Express Central Project, S. Lamar Corridor Project, downtown, Project Connect light rail alignment, S. MoPac, and significant arterials that serve as alternate routes to these roadways), and expanding in the future to facilitate efficient movement of all travel modes through the Central Texas region.

   The initial phase of CPP Operators monitoring traffic operations will be from a location to be determined by TxDOT. The Operational Board (OB) (Section F.3) will continue to perform tasks described in Section F.3 for future phases of TMC operations.

5. **Public Outreach.** Actively participate in activities associated with the timely dispersion of construction related information, enhancing the awareness of options and information to travelers, and improving outcomes for the public.

   CPP public outreach will consist of four (4) core services:
   - Operating a One-Stop Shop for roadway construction information;
   - Executing Advertising and Marketing campaigns to increase awareness of CTXGO; Developing one-voice messaging when necessary to share construction impacts across multiple agencies; and
   - Reaching Out to Neighboring Cities/Counties across the five-county region to provide information about where they can access information about construction that may impact their constituents as they travel around Central Texas.

   All project specific communication to those impacted (e.g., adjacent properties, approaching travelers) will be handled directly by the respective project owner.

6. **Transportation Demand Management (TDM).** Collaborate to develop and implement a TDM plan spanning the $20B construction program. The plan would include spreading trips across roadway facilities, transportation modes, and time (including teleworking). The City of Austin recently was granted a 5-year TDM grant (Climate Pollution Reduction Grant – CPRG) focused on the CPP. Coordination amongst Parties is not only needed during the CPRG but also to develop and implement a TDM program for the remainder of the construction period and beyond.

   The CPP TDM program envisions a multi-faceted approach to introduce regional commuters to travel options that empower people to make the best choice for their specific commuting needs and daily life. Greater use of technology, including focusing on the mobile environment and incentives, will be necessary as part of this initiative. The CPP TDM program will provide a pathway for area commuters to consider alternative travel options that benefit them.

C. Initial Geographic Coverage

The CPP is envisioned to improve coordination, enhance safety, maintain mobility, inform the public, and form a long-term scalable foundation for proactively managing the Central Texas region's traffic flow. To commence the initiative, TxDOT is taking the lead in the deployment of mobility management tools related to the implementation of the I-35 Capital Express Central (CapEx Central) construction project. One component is the development and implementation of a CDP, which will act as a clearing house for transportation related data produced by the region's infrastructure agencies that will disseminate information associated with each Parties' projects.

Another component is the development and implementation of a Mobility App and mirror website, that will help keep the traveling public, local and state officials, and contractors informed, support operational decisions, and improve safety and mobility across the network.

D. Functions and Parties' Responsibility

A general description of the roles and responsibilities for each agency with respect to key components in the development and implementation of the CPP is summarized in **Table A-1, Functions and Agency Responsibility Matrix** below.

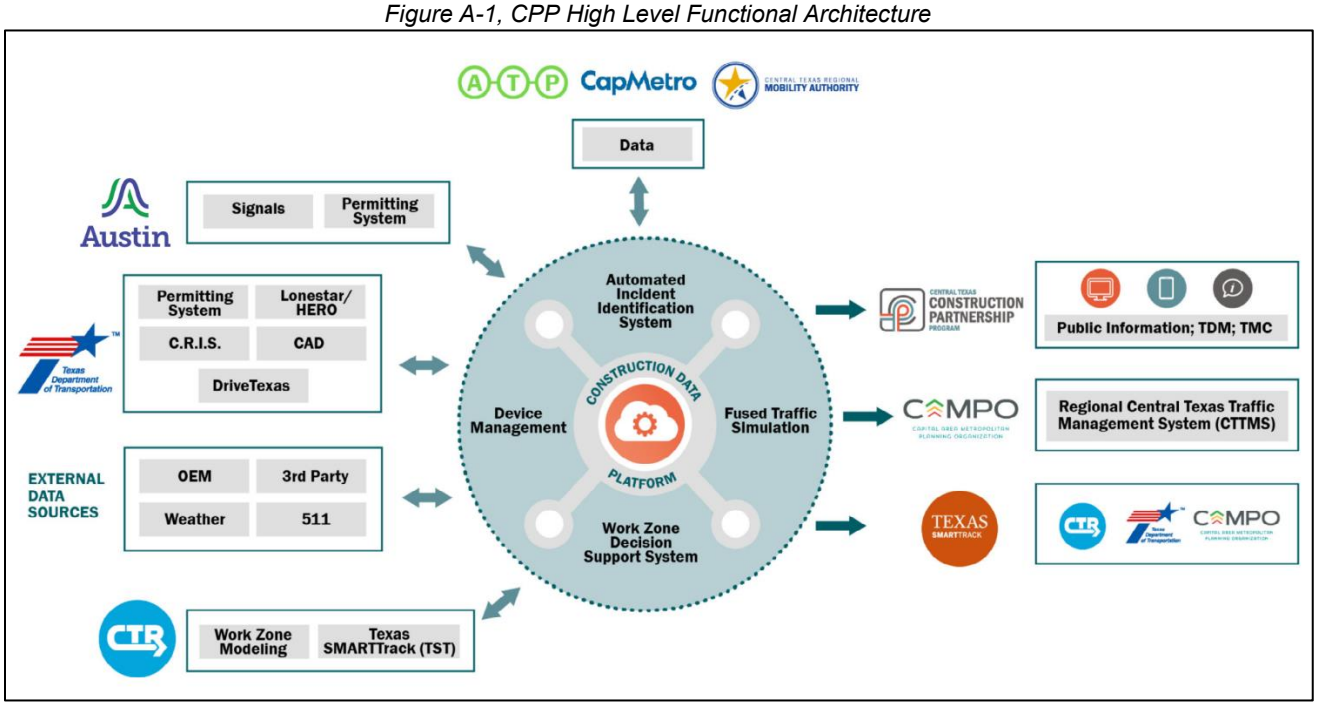
Table A-1: Functions and Agency Responsibility Matrix

Stakeholder Collaboration	TXDOT	COA	ATP	CapMetro	CTRMA	CAMPO	Responsibilities
Public Notification App Functionality	X	X	X	X	X	X	Collectively determine and agree on minimum functionality of app for Phase 1, including public outreach.
Work Zone Information Sharing	X	X	X	X	X		(1) Agree on standard reporting and data format to share and communicate active work zones and closure for multiple jurisdictions. (2) Adopt Work Zone Data Exchange standardization. (3) Develop operation procedures for sharing and updating the data to feed.
Area of Influence for Mobility and Transportation Demand Solutions	X	X	X	X	X	X	Determine area of influence to implement mobility and transportation demand solutions. Initial area of influence will be determined through modeling efforts by UT CTR, funded by TxDOT. Area of influence will be updated using advanced traffic insights analytics, implemented as part of the CPP program.
Signalized Intersection Triage	X	X			X		For signalized intersections, and integrated corridor management, need to inventory, evaluate, and develop/deploy investment strategy around: hardware, software and connectivity to determine readiness to integrate and activate corridor and intersection solutions.
Integrate Signal Solutions to Controller Operation System	X	X					Develop engineering and data integration plans to provide read-only dual communication, which includes recommendations for operational improvements to COA.
Data Sharing and Data from Assets	X	X	X	X	X	X	ILA for data sharing including security/privacy, data type and feeds, integration requirements, etc. Also, ILA for asset sharing such as signals, ITS, telecom, etc.
CPP Traffic Management Operations	X	X	X	X	X		Develop and implement a plan for a dedicated traffic management center for CPP operations, including System Engineering documentation.
Third Party Evaluation of CPP Operations	X					X	CTR will perform third-party evaluation of data and system of systems solution, including work zone modeling, which can inform FHWA reporting.
Public Information	X	X	X	X	X	X	Actively participate in activities associated with the timely dispersion of construction related and traveler information, enhancing the awareness of options and information to travelers, and improving outcomes for the public.
Transportation Demand Management	X	X	X	X	X	X	Collaborate to develop and implement a TDM plan.

E. Functional Architecture

As indicated previously, one component of the CPP will be the CDP, which will act as a clearing house for transportation related information, and data produced by the Parties that will disseminate information associated with each Party's projects. **Figure A-1, CPP High Level Functional Architecture** provides a graphical representation that illustrates the high-level structure, key components, and interactions of the CPP data elements.

Figure A-1, CPP High Level Functional Architecture



F. Authority and Oversight

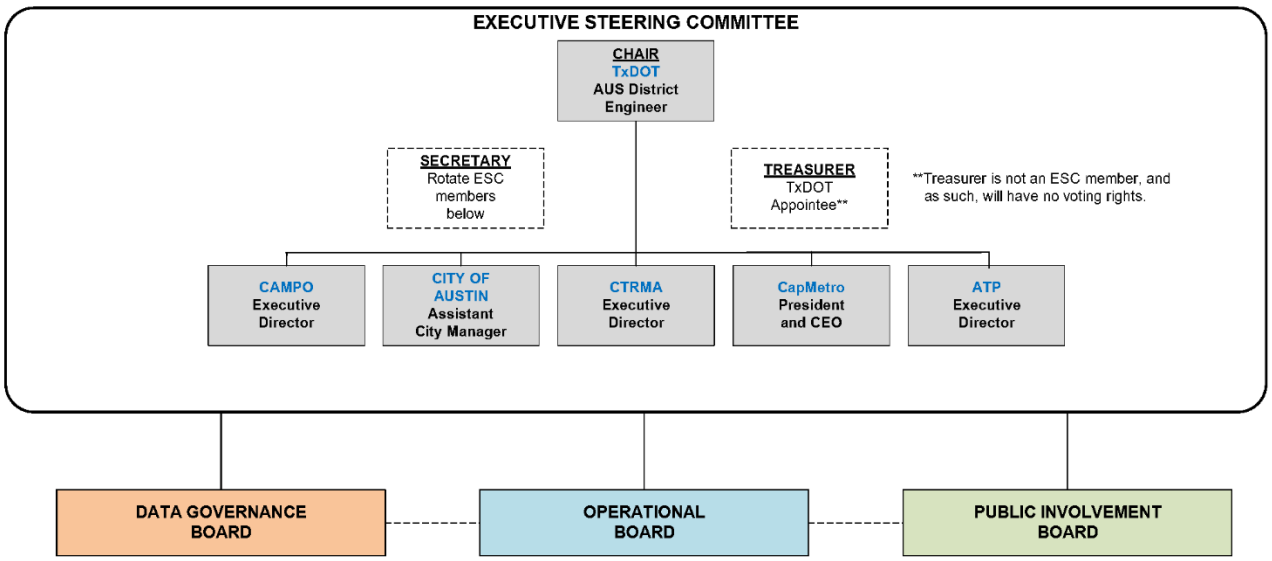
Program authority, as well as oversight responsibilities shall be derived from the following governing bodies: Executive Steering Committee (ESC), Data Governance Board (DGB), Operational Board, and Public Involvement Board (PIB).

1. **Executive Steering Committee.** The ESC oversees the program's strategic planning and decision-making activities, as well as administers the operating budget, financing, implementation, data governance progress, and public involvement planning in coordination with the DGB, OB, and PIB on no less than an annual basis. Recommendations and decisions made by the DGB, OB, and PIB shall be formally presented to the ESC to be voted upon and formally documented.

   The ESC can determine if any adjustments and changes to the operating budget and/or implementation strategy are needed based on Parties' recommendations. The operating budget shall not exceed the Year 1 and 2 budget cap identified in **Attachment B**. The ESC shall also determine if any updates, amendments and/or extension are needed to the interlocal agreement or any attachments thereof. If necessary, the ESC has the authority to name other boards, as needed.

   The ESC governing body is comprised of executive directors or senior level members from each respective Party. **Figure A-2, Executive Steering Committee Organizational Structure**, illustrates the governance structure of the ESC for the Parties.

Figure A-2, Executive Steering Committee Organizational Structure



TxDOT will Chair the ESC and will be responsible for developing meeting agendas and presenting the annual CPP operating budget to be voted upon and approved by majority vote of the ESC. A majority vote shall mean more than half of the votes cast by those members present and voting. This means abstentions and absent members are excluded. Only “yes” or “no” votes among attendees count toward the total. A majority of the ESC must be present (4 out of 6) to establish a quorum and ensure voting integrity. Only Party participants who have executed this ILA and are in good standing with CPP financial contributions will be permitted to vote. ESC members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the ESC in ex officio capacity with no voting rights until such time that their respective Party returns to good standing. Each voting ESC member will have a straight vote, including the TxDOT Chair. In the case of a tie, the vote of the Chair will decide.

To assist with formal record keeping and financial matters review, a Secretary position and a Treasurer position shall be appointed. The Treasurer will be a TxDOT appointee with access to CPP financial transactions and will not be an ESC member. As such, they will have no voting rights. The Secretary will be appointed from the existing roster of ESC board members. This position can rotate between ESC board members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.

With a recommendation from the DGB, the ESC may vote to share data with a Collaborative Partner (e.g., Travis County, The University of Texas at Austin). Collaborative Partner is defined as a non-signatory Party to this ILA who has executed a Memorandum of Understanding and bilateral Data Sharing Agreement with TxDOT. These documents will obligate the Collaborative Partner to comply with data requirements and information resource and security requirements, for each data source. A majority vote to bilaterally share data with a Collaborative Partner expands the CPP to include additional Parties, who may be added as signatories to subsequent extensions of this ILA.

2. **Data Governance Board.** Under the authority of the ESC, the DGB is responsible for the implementation, education, and oversight of all enterprise data governance guidelines. The DGB’s role consists of overseeing interagency efforts of establishing the CDP, data requirements, data security, data standards, and ensuring these standards are consistent with other ongoing regional

efforts such as Texas SMARTTrack. The DGB also makes recommendations to the ESC of any management and/or interlocal adjustments necessary, including the data governance strategy. The DGB shall establish appropriate policies in compliance with all applicable laws and regulations regarding the collection and processing of consumer personal data obtained in connection with the CDP. For purposes of the foregoing, "consumer personal data" shall mean any information which may directly or indirectly be used to identify an individual.

DGB membership shall consist of one member from each Party. Refer to **Section H, Data Governance** for more information on DGB composition and responsibilities.

3. **Operational Board.** Under the authority of the ESC, the Operational Board (OB) is responsible for managing and maintaining the CPP TMC and the integrity of the CDP.

    - Governance and Oversight of the following responsibilities

      The OB will have the primary responsibility of ensuring collaborative traffic management strategies are implemented to improve safety and reduce congestion in the region by doing the following:

      - Reviewing the TxDOT-prepared annual CPP TMC operating budget and providing feedback to the ESC for consideration. This assumes the OB will reassess the shared location of the CPP TMC annually during budget review.
      - Adapting system engineering approach to incorporate traffic insights and advanced analytics, as technology evolves.
      - Monitoring traffic signals, intersections, and roads to ensure optimal operation.
      - Collaborating with Parties, law enforcement, fire and emergency management services, and local transit agencies to enhance multi-agency response during emergencies or special events.
      - Collecting and analyzing data related to traffic conditions, incidents, and the overall transportation system to inform decision-making.
      - Implementing traffic management solutions such as signal timing adjustments and temporary traffic signal changes to improve vehicle flow and reduce wait times at intersections.
      - Ensuring compliance with traffic laws and regulations and managing incidents that may lead to legal claims or liabilities.
      - Providing real-time information to travelers and agencies and disseminating congestion information to the public through available channels including the Mobility App, mirror website, media outreach, and roadside signs.
      - Utilizing technologies such as closed-circuit video systems and roadside sensors to monitor traffic and enhance decision-making processes.
      - Operating and maintaining the CPP program components designed to assist with TMC management, including the CDP, Mobility App and mirror website, KPI dashboard, and traffic insights.

      These responsibilities ensure that the TMC operates effectively, contributing to the overall efficiency and safety of the transportation

    - Membership

      - The OB membership should represent the diverse needs and reaches of CPP operations.
        - The number of members in the OB should include one member, or a delegate from each Party.

  - Each Party should nominate an individual from their organization who would best represent TMC operations, data platform O&M, the overall program, and the interests of their respective Party.
- TxDOT will chair the OB..
  - The chairperson will guide OB activities.
  - A vice-chairperson and secretary shall be selected by the ESC from the OB members that were nominated by each Party. Vice chair and secretary positions can rotate between OB members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.
  - As with the ESC, OB members from each Party will be permitted to vote only if their respective Party remains in good financial standing (refer to **Section F, Authority and Oversight**).
  - OB members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the OB in ex officio capacity with no voting rights until such time that their respective Party returns to good standing.
  - Each voting OB member will have a straight vote.
  - In the case of a tie, the vote of the Chair will decide.

Table A-2, OB Criteria provides a summary of OB board membership roles and criteria for filling those roles.

Table A-2: OB Membership Criteria

Role	Criterion
Chair	Individual who understands TMC operations
Vice Chair	Individual who is familiar with operating, maintaining, and using advanced technologies to assist with TMC management.
Secretary	Individual to manage meeting minutes and perform other agreed upon duties to support the board.
Board Member	Individuals who are responsible for implementing mobility solutions via their respective Party's TMC.

G. Data Sources and Systems

Parties agree to provide reasonable access to transportation-related information, data sources, and systems produced by each Party's infrastructure to feed into the CDP that will disseminate information associated with each Party's projects. Relevant data assets will be organized and maintained in the CPP Data Catalog, which will be a centralized inventory of data sources, metadata, and source systems of record. The DGB will oversee the development, finalization, and all updates to the CPP Data Catalog with input from CPP data stewards and subject matter experts (SMEs). As part of the CPP Data Catalog oversight, the DGB will oversee the development, formatting, and frequency of data transmittals, in addition to developing Data Sharing Agreements. CPP Data Sources and Systems are meant to be dynamic and adaptable to changes over time.

With a recommendation from the DGB, the ESC may vote by majority to share data with a Collaborative Partner.

H. Data Governance

It is a priority of the CPP to provide dependable, accessible, shareable, quality controlled, and timely data for use by Parties. With that goal in mind, a Data Governance Policy has been established and will

focus on data management areas, such as data quality, data architecture, data sharing, data integration, metadata, document management, enterprise data elements, and security.

1. Promoting Data Governance

a. Purpose

The purpose of the CPP Data Governance Policy is to formalize the CPP's commitment to promoting proper data management practices through published data governance guidelines and best management practices (BMP) developed and implemented by the CPP's DGB.

CPP data and information are valuable agency assets and shall be managed accordingly. Enterprise data governance guidelines and process specific recommended BMPs will be the tools used by the CPP to promote proper data management practices.

b. Guidelines

Guidelines are used as a rule of thumb and can be used as a foundation in developing BMPs, which can be constituted as accepted procedure. The intent of data governance guidelines is to encourage and develop consistency in data management practices across the CPP so that reliable enterprise data is available for timely analysis and that data can be integrated with other information to improve the efficiency and effectiveness of CPP business processes.

Guidelines will be developed and implemented by the CPP's DGB with input from CPP data stewards and SMEs. Guidelines will focus on data management areas that may need additional consistency in practice or structure. Areas may include data quality, data architecture, data sharing, data integration, metadata, document management, security, and enterprise data elements.

2. Data Governance Board

- Authority and Oversight

The CPP's DGB is the governing body responsible for the implementation, education, and oversight of all CPP enterprise data governance guidelines. The DGB derives its authority from the CPP Executive Steering Committee, as described and illustrated previously in **Section F, Authority and Oversight.**

The DGB takes a leadership role in the development of the CPP's data management strategy and in developing and executing BMPs. They create data related guidelines, standards, measures, and processes related to the CPP.

The DGB also recommends specific guidelines to improve data quality, ensure a balance between data access and data security, prioritize data acquisition efforts, and raise the level of data literacy across the CPP. This is all with a purpose of driving data uniformity across all Parties.

- Responsibilities

The DGB will have the primary responsibility of ensuring data governance practices are adhered to by all Parties. These include:

- Overseeing the development, finalization, and updates to the data catalog.

- Creating, adopting, and implementing data governance guidelines in alignment with the CPP data governance objectives, but not in conflict with existing agencies' data governance requirements.
- Creating, adopting, and implementing BMPs to address common, repeatable data management functions that impact areas of data governance that require more structure or guidance. BMPs will address data quality, data sharing, metadata, security, and documentation.
- Developing, adopting, and overseeing tactical data governance standards and procedures.
- Aligning the data governance guidelines with CPP needs and reporting requirements, as well as any technology initiatives.
- Supporting Parties by educating, implementing, and maintaining recommended data governance guidelines.
- Ensuring data guidelines/standards are consistent with other ongoing regional efforts such as Texas SMARTTrack
- Developing, adopting and evolving the Data Change Request Process to ensure transparency amongst the Parties.

- Membership

  - The DGB membership should represent the diverse needs and reaches of CPP operations.
    - The number of members in the DGB shall be agreed upon by the ESC and should include one member, or a delegate from each Party.
    - Each Party should nominate an individual from their organization who would best represent data governance, the CPP, and the interests of the Party.
    - In addition, TxDOT will nominate a board advisor member from UT CTR.
  - TxDOT will chair the DGB.
    - The chairperson will guide OB activities.
    - A vice-chairperson and secretary shall be selected by the ESC from the DGB members that were nominated by each Party. Vice-chair and secretary positions can rotate between DGB members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.

    - The chairperson will guide DGB activities.
    - As with the ESC, DGB members from each Party will be permitted to vote only if their respective Party remains in good financial standing (refer to **Section F, Authority and Oversight**).
    - DGB members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the DGB in ex officio capacity with no voting rights until such time that their respective Party returns to good standing.
    - Each voting DGB member will have a straight vote.
    - In the case of a tie, the vote of the Chair will decide.

Table A-3, DGB Criteria provides a summary of DGB board membership roles and criteria for filling those roles.

Table A-3: DGB Membership Criteria

Role	Criterion
Chair	Individual who understands data and data management.
Vice Chair	Individual who is familiar with information management.
Secretary	Individual to manage meeting minutes and perform other agreed upon duties to support the board.
Board Member	Individuals who are responsible for the development and maintenance of data.
Board Advisor	Individuals who are knowledgeable of CPP culture, processes, and informational and data needs.

3. Data Sharing Rights

Each Party may have certain permissions and restrictions associated with sharing technical data. The DGB will develop detailed requirements outlining data sharing rights, which will be documented in the Data Governance Policy.

I. CPP Communications

1. Public Outreach

The ESC will establish a Public Involvement Board (PIB) to oversee public outreach efforts, and the development and implementation of a work plan. Current CPP public information activities will transition from the City of Austin to the PIB. Implementing the work plan is expected to be funded as part of the TMC contract These efforts may include creating content for activities of the Parties, market research, coordination with surrounding jurisdictions to educate and inform agencies on construction activities, increasing the awareness of the CDP mobility app and mirror website, on-demand meetings with stakeholders, developing and managing annual PIO budgets, and managing the one-stop-shop for construction information. Responsibilities shall also include CPP branding-related activities. Final approval of CPP branding shall be the responsibility of the ESC.

Public outreach for individual projects will remain the responsibility of those project owners.

- PIB Membership

  - The number of members in the PIB shall be agreed upon by the ESC and should include one member, or a delegate from each Party.
    - Each Party should nominate an individual from their organization who would best represent public outreach, the CPP, and the interests of the Party.
  - TxDOT will chair the PIB
    - The chairperson will guide PIB activities.
    - A vice-chairperson and secretary shall be selected by the ESC from the PIB members that were nominated by each Party. Vice-chair and secretary positions can rotate between PIB members in good standing on a bi-annual basis. For continuity, the ESC may elect to stagger the terms.
    - The chairperson will guide PIB activities.
    - As with the ESC, PIB members from each Party will be permitted to vote only if their respective Party remains in good financial standing (refer to **Section F, Authority and Oversight**).
    - PIB members from Parties who have not executed the ILA or have outstanding financial obligations to the CPP will be permitted to sit on the PIB in ex officio capacity with no voting rights until such time that their respective Party returns to good standing.

- Each voting PIB member will have a straight vote.
- In the case of a tie, the vote of the Chair will decide.

Table A-4, PIB Criteria provides a summary of PIB board membership roles and criteria for filling those roles.

Table A-4: PIB Membership Criteria

Role	Criterion
Chair	Individual who understands public information activities.
Vice Chair	Individual who understand public information activities.
Secretary	Individual to manage meeting minutes and perform other agreed upon duties to support the board.
Board Member	Individuals who are responsible for the development and maintenance of data.
Board Advisor	Individuals who are knowledgeable of CPP culture, processes, and informational and data needs.

2. Media Provisions

In addition, Parties agree to give credit to other Parties from a media standpoint in the distribution of traffic data. The PIB will establish guidelines on how media provisions will work in practice. Provisions may include the following:

- Each Party shall give other Parties voice and/or visual credit (i.e., agency logos) for all traffic data provided by the contributing Parties.
- Parties may transmit video data to Parties with an embedded logo.
- Parties shall not block, modify, or remove agency logos.
- Parties shall provide electronic files of stories that are distributed by Parties that involve input from other Party employees.
- Electronic file must be provided within 5 business days of the time the story was released.

J. CPP Parties Contacts

Parties agree to coordinate and participate in recurring interagency status meetings and provide feedback during the term of this agreement. ***Table A-3, Primary and Alternate Contacts*** is a list of primary and alternate contacts for each Party to consult and coordinate with throughout the duration of this agreement.

Table A-3: Primary and Alternate Contacts

CPP Party		Primary ESC Contact	Alternate ESC Contact
1	TxDOT, Austin District	Tucker Ferguson, PE District Engineer Phone: 512-832-7000	Miguel Arellano, P.E. Deputy District Engineer Phone: 512-832-7030
2	City of Austin	Mike Rogers, P.E. Assistant City Manager Phone: 512-974-2200	Richard Mendoza, P.E. Director – Transportation & Public Works Phone: 512-974-2488
3	CapMetro	Dottie Watkins President and CEO Phone: 512-474-1200	Dave Kubicek Executive VP, Capital Construction Engineering Design Phone: 512-417-4451
4	ATP	Greg Canally Executive Director Phone: 512-710-2100	Alvin Livingstone Senior VP, Engineering and Construction Phone: 737-230-9765 Lindsay Wood EVP, Engineering and Construction

CPP Party		Primary ESC Contact	Alternate ESC Contact
			Phone: 512-922-7106
5	CTRMA	James M. Bass Executive Director Phone: 512-996-9778	Tracie Brown Director of Operations Phone: 512-996-9778
6	CAMPO	Ashby Johnson Executive Director Phone: 512-993-6599	Nirav Ved Data and Operations Manager Phone: 737-230-1591

ATTACHMENT B

Budget

A. Excluded from Cost Sharing

Parties agree, at their expense, to undertake the following steps for the term of the contract, pending approval of annual budgets by the governing body for each Party:

- Update software and hardware as needed to allow data integration to/from the Construction Data Platform (CDP);
- Provide timely upgrades to their internal infrastructure (ITS devices, signals, and other assets) to the standards prescribed in this agreement per the data governance policy;
- Update language for current construction, maintenance contracts and in-house Standard Operation Procedures (SOPs) to provide timely and accurate information for closures and detours for current and future projects;
- Provide requisite data to the CDP on a timely basis as specified per data governance language in this agreement; and
- Staffing, including consultants and resources to facilitate components listed above, shall be assumed by each Party at their expense in order to facilitate integration to and from the CDP. Consequently, those costs are excluded from the CPP cost sharing provisions.

Agencies shall retain ownership of data, hardware, software, and communications provided by their organization.

At the commencement of the CPP, TxDOT assumed responsibility for the initial expenses associated with the following items:

- Development of the Construction Data Platform, including hardware, software and associated updates, up to the point where the data platform was initially launched;
- Development of the Mobility App, mirror website, and associated updates, up to the point where the Mobility App Minimum Viable Product (MVP) was released.

B. Cost Sharing

Shared Costs

After the CDP goes online and the MVP Mobility App and mirror website are released, Parties agree that the portion of costs incurred for operating and maintaining the CDP, Mobility App and mirror website, and related CPP elements (e.g., CPP public outreach, construction transportation management center, travel demand management) shall be a shared cost amongst Parties as defined by the annual operating budget approved by the Executive Steering Committee (ESC) (Refer to **Attachment A, Section F, Authority and Oversight**). TxDOT will advance the costs, and all Parties will participate in yearly funding according to predetermined percentages. To streamline administrative processes, each Party's contribution shall be made as a fixed annual payment—similar in structure to a membership fee—rather than through reimbursement. These payments shall be due by June 1 of each year, as outlined in the

agreement. Any excess funds that are not expended during the year will be reallocated during budget planning for CPP activities in the following year.

In general, upgrades that benefit the CPP as a whole versus one individual Party, as determined by the ESC, would be considered a shared cost. If any additions, upgrades or modifications are determined to only benefit one Party (as determined by the ESC), then the Party will be responsible for covering the incremental cost.

Examples of shared cost elements include the following:

1) Technology / Mobility Management Tools
   - CDP, including routine upgrades to hardware and software, and routine replacement of CDP equipment.
   - CPP Mobility App and mirror website
   - AI Tools
   - KPI Dashboard
2) CPP Traffic Management Center (TMC)
   - Establish and operationalize a dedicated TMC for agency representatives and contractors for CPP operations
   - CPP TMC Standalone Operators (estimated 4-6 FTEs)
   - Reflects 2 FTEs per shift. Need to cover 24/7 and holidays will be assessed.
   - Develop standard operating procedures (SOPs)
3) Public Outreach
   - Establish a one-stop-shop for road construction and relevant maintenance project questions from the community
   - Implement public awareness campaigns for CTX GO
   - Develop messaging for combined construction impacts
   - Outreach to neighboring cities and counties to help keep their constituents informed
4) Transportation Demand Management (TDM)
   - Enhance CTX GO with TDM functionality (e.g., mode shift incentives, carpool/vanpool scheduling, rideshare integration).
   - Provide incentives and messaging to increase use of TDM strategies.
   - Build public awareness of TDM strategies and traveler tools through marketing campaigns.

Parties have agreed that the following CPP services qualify as deductible contributions:

1. CTX GO User Acceptance Testing (UAT) and branding activities funded by CTRMA
2. CPP public involvement activities funded by City of Austin and CAMPO

The recommended start date for credit eligibility is January 24, 2024, which coincides with the first CPP Mobility App Minimum Viable Product (MVP) workshop.

C. Annual Budget Preparation

TxDOT shall annually prepare a budget and provide it to the ESC no later than March 1. This will allow the ESC sufficient time to review the budget prior to its finalization and provide time to allocate and approve each Party's share on an annual basis.

D. Year 1 and Year 2 Budget

Budgets for the first 2 years of each CPP project element that are subject to cost sharing have been established as budget caps, and calculated under **Table B-1, CPP Year 1 and Year 2 Budget**. Parties shall not be required to pay for any expenses beyond the cap listed in **Tables B-1 and B-2**. A description of cost items and assumptions follow the table:

Table B-1: CPP Year 1 and Year 2 Budget Caps

CPP Project Element	Year 1 Costs	Year 2 Costs	Year 1 & 2 Costs
1) Technology / Mobility Management Tools			
a) Construction Data Platform	$944,008	$632,756	$1,576,765
b) Mobility App & Mirror Website	$707,308	$494,589	$1,201,897
c) AI Tools	$325,000	$185,000	$510,000
2) TMC CPP Standalone Operators	$786,865	$810,471	$1,597,336
3) Public Outreach	$814,000	$823,000	$1,637,000
4) Transportation Demand Management	$850,000	$850,000	$1,700,000
Grand Total	**$4,427,181**	**$3,795,816**	**$8,222,997**

Description of Cost Items

1. The ESC is responsible for final approval for overall annual operating budget.
2. Initial development of the CDP, CTX GO Mobility App and mirror website is being funded by TxDOT and the City of Austin until ILA execution. Ongoing development, operations, maintenance and hosting costs will be shared by the Parties.
3. CPP construction data platform costs shall consist of set-up, design, data transfer, integration with existing systems, training and onboarding, establishing protocols and data governance, pilot testing and iteration, change management, evaluation, and optimization. O&M and enhancement costs will be associated with the KPI dashboard, mobility app and mirror website, and the construction data platform.
4. The CPP Mobility App and mirror website costs include software development, workshops, deployment costs (Apple and Google developer accounts), production and staging of cloud services (MS Azure), and app/website services (Google APIs).
5. AI tools – Costs are associated with the AI-driven platform that includes an event detection element that transforms mobility data to actionable insights, a roadway response component for improved traffic flows and safety enhancements, and advanced analytics utilizing past performance to assist CPP partners with collaborative data-driven decision-making. Year 2 entails annual licensing fees.
6. TMC CPP Standalone Operators costs assumes 24/7 staffing, three shifts, which would require 6 FTEs (including a supervisor).
7. Public Outreach costs include creating content for CPP partner activities, market research, meetings with stakeholders, coordination with surrounding jurisdictions regarding construction activities, message development for combined project impacts, and a public information one-stop shop with inquiry response and educational campaigns.
8. Transportation Demand Management costs are described in **Section B.2.4** above.

E. Annual Cost Sharing Percentage Split

Parties will reimburse TxDOT for their share of CPP costs established under **Table B-2, Annual Cost Sharing Percentage Split for Year 1 and Year 2** as a percentage of the costs incurred, subject to governing body appropriation by each Party. Contribution percentage for each agency will not change for the duration of the agreement. Refer to the ILA signature pages for agreement terms.

Table B-2: Annual Cost Sharing Percentage Split for Year 1 and Year 2

Agency	Annual Not to Exceed Share (%)	Year 1 Costs	Year 2 Costs	Total Year 1 & Year 2 Costs
TxDOT	50%	$2,213,591	$1,897,908	$4,111,499
COA	20%	$885,436	$759,163	$1,644,599
CAMPO[1]	10%	$442,718	$379,582	$822,300
CTRMA	10%	$442,718	$379,582	$822,300
CapMetro	5%	$221,359	$189,791	$411,150
ATP	5%	$221,359	$189,791	$411,150
Total	**100%**	$4,427,181	$3,795,816	$8,222,997

The cost sharing percentages outlined above will remain in effect for the term of the ILA. Agencies may ask for and the ESC shall provide justification of the budget to the other agencies at their request. If an agency disputes the aggregate budget amount or their agency's budget allocation in any given year, any such dispute may only be pursued via a formal action of the ESC, who shall determine the final disposition. All budget amounts and budget allocations are pending approval by the governing body for each Party.

[1] CAMPO's obligation for amounts reflected in the Annual Cost Sharing Percentage, as set forth in Table B-2, shall be credited in its entirety by CAMPO's performance of TDM work defined and performed in the Year 1 and Year 2 Budget in Table B-1. Any excess funding remaining after application of such credit shall be credited to CAMPO's continuing work in support of the Scope of Work, in subsequent years.

Contract No _____

ATTACHMENT C

General Terms and Conditions

Article 1. Rights Granted.
Under the terms of this ILA, each party grants the other party a non-exclusive right, license, and privilege worldwide use of all or portions of the data defined in the Data Sources and Systems list in Attachment A. The parties agree that this agreement does not transfer or convey any ownership or any rights other than those rights expressly granted in this agreement. Use is subject to the Data Governance standards and requirements as referenced in Attachment A.

Article 2. Provisions of Infrastructure
Each Party is responsible for providing and maintaining any hardware, software, and additional infrastructure necessary to allow data integration to/from the Construction Data Platform. Parties are responsible for providing timely upgrades to their internal infrastructure (ITS devices, signals, and other traffic assets) to the standards prescribed in this agreement per the data governance policy.

Article 3. Copyright Infringement.
Each Party shall notify the other of any infringement or potential infringement by a third party, of which it becomes aware, of the copyright or any other rights owned by the other Party relating to the use of data. Each Party shall provide the other Party, if feasible, any information or other assistance requested by the other Party to assist in the other Party's prosecution of any breaches or infringements.

Article 4 Assignment Prohibition.
Each Party is prohibited from assigning any of the rights conferred by this agreement to any third party without the prior written consent of the non-assigning Party. Any assignment of this agreement shall be subject to the terms and conditions of this agreement.

Article 5. Amendments
This contract may only be amended by written agreement executed by all Parties before the contract is terminated.

Article 6. Conflicts Between Agreements
If the terms of this contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail.

Article 7. Disputes
The contracting entity shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 8. Ownership of Equipment
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by each Party under this contract shall be owned by the respective Party.

Article 9. Termination
This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any Party to this Agreement may withdraw from this Agreement and terminate its participation in this

Agreement ("Terminating Party") with written notice to the Remaining Parties. The termination becomes effective immediately “Effective Termination Date”. Such Terminating Party must continue to fund its portion of the Budget, subject to Attachment B, up to its Effective Termination Date. If it does so, the Terminating Party may continue to participate in the Program and Systems until the Terminating Party's Effective Termination Date. If it fails to provide funding for its portion of the Budget, the Terminating Party's ability to participate in the Program and use the Systems immediately terminates through the Effective Termination Date.

Article 10. Gratuities
Any person who is doing business with or who is reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. For remaining Parties, any person doing business with Parties is required to abide gratuity laws, regulations, policies, and practices applicable to said Party.

Article 11. Responsibilities of the Parties
Each Party acknowledges that it is not an agent, servant, or employee of the other Party. Each Party is responsible for its own acts and deeds and for those of its agents or employees.

Article 12. Compliance with Laws
The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 13. State Auditor's Provision
The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 14. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 15. Notices
All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

CAMPO	Executive Director Capital Area Metropolitan Planning Organization (CAMPO) 8303 N. MoPac Expy, Suite A210 Austin, Texas 78757
TxDOT, Austin District	District Engineer Texas Department of Transportation, Austin District • Physical Address: 7901 N. I-35 Austin, TX 78753 • Mailing Address: P.O. Box 15426 Austin, TX 78761-5426
City of Austin	Assistant City Manager, Transportation and Public Works City of Austin 301 W. 2nd St., 3rd Floor Austin, TX 78701
CTRMA	Executive Director Central Texas Regional Mobility Authority (CTRMA) 3300 N. IH-35, Suite 300 Austin, Texas 78705
CapMetro	President Capital Metropolitan Transportation Authority (CapMetro) 2910 East 5th Street Austin, Texas
ATP	Executive Director Austin Transit Partnership (ATP) 203 Colorado St. Austin, Texas, 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail. 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.

ATTACHMENT D

Resolution or Ordinance

ATTACHMENT E

Location Map Showing Planned Projects

CENTRAL TEXAS CONSTRUCTION PARTNERSHIP PROGRAM

CENTRAL TEXAS SIGNIFICANT PROJECTS

MAP LEGEND

- Mobility Authority
- CapMetro
- TxDOT
- City of Austin
- ATP
- Travis County
- Additional Developments
- Study Phase (dashed line)

PARTNER AGENCIES

ATP

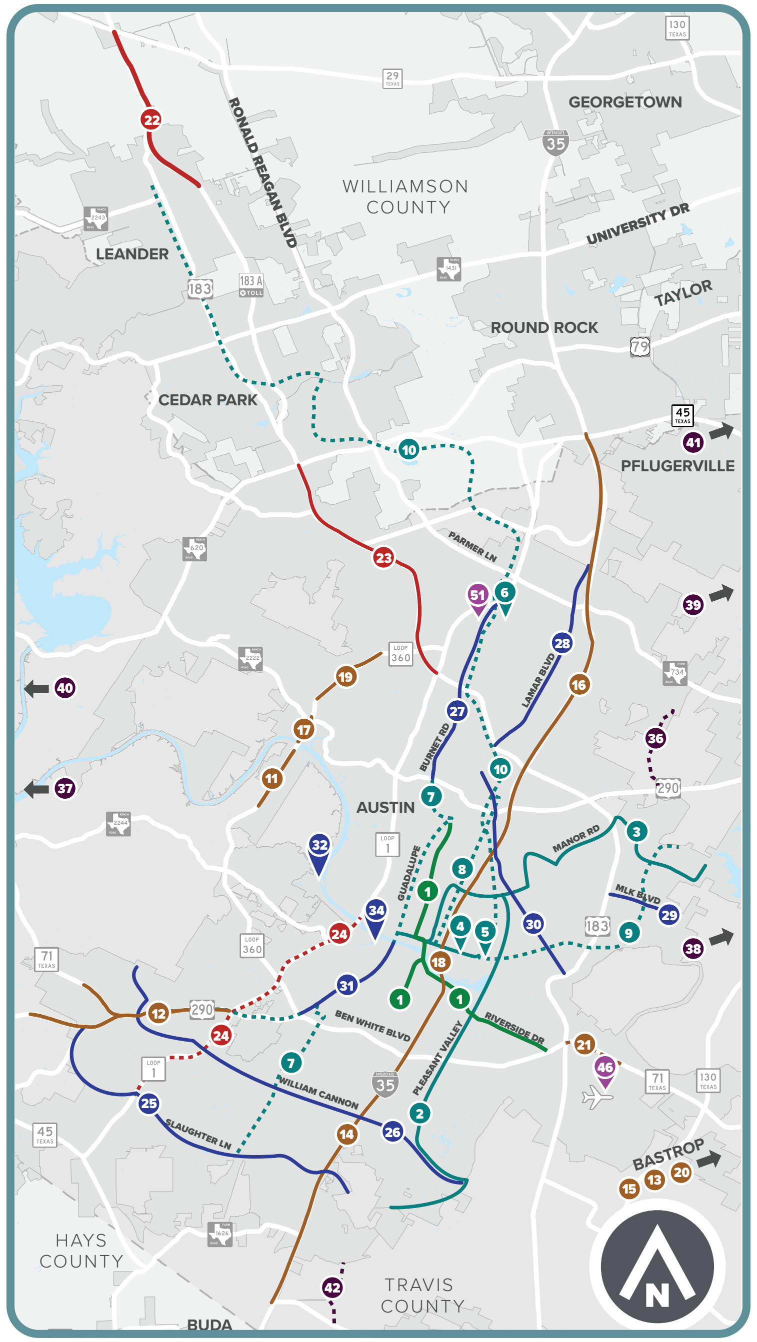
CAMPO Capital Area Metropolitan Planning Organization, Central Texas

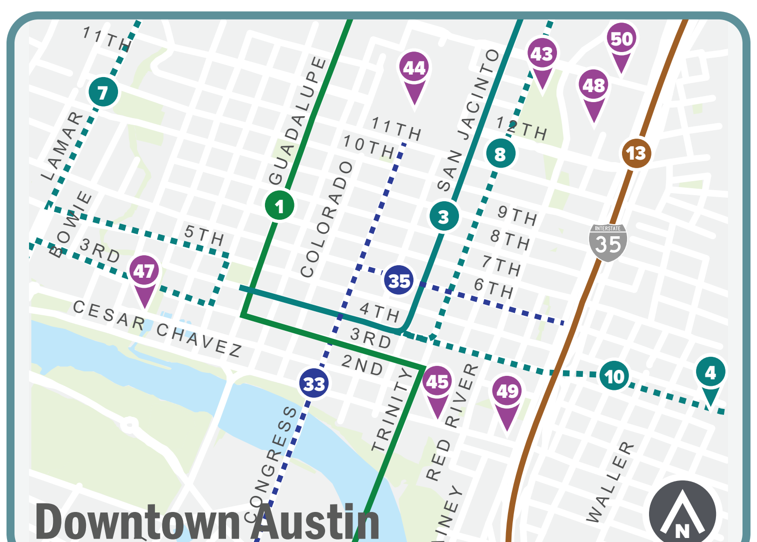
Austin

CapMetro

Texas Department of Transportation

Central Texas Regional Mobility Authority





T = Transportation Project **P** = Other Public Sector **PVT** = Private Sector

Austin Transit Partnership
1 Austin Light Rail T

CapMetro
2 MetroRapid: Pleasant Valley T
3 MetroRapid: Expo Center T
4 Red Line: Plaza Saltillo Station Expansion T
5 Red Line: Double Tracking (Onion Street to Austin Wye) T
6 Red Line: Broadmoor Station T
7 MetroRapid: Menchaca to Oak Hill (STUDY PHASE) T
8 MetroRapid: Gold Line (STUDY PHASE) T
9 Green Line (STUDY PHASE) T
10 Red Line: Double Tracking (STUDY PHASE) T

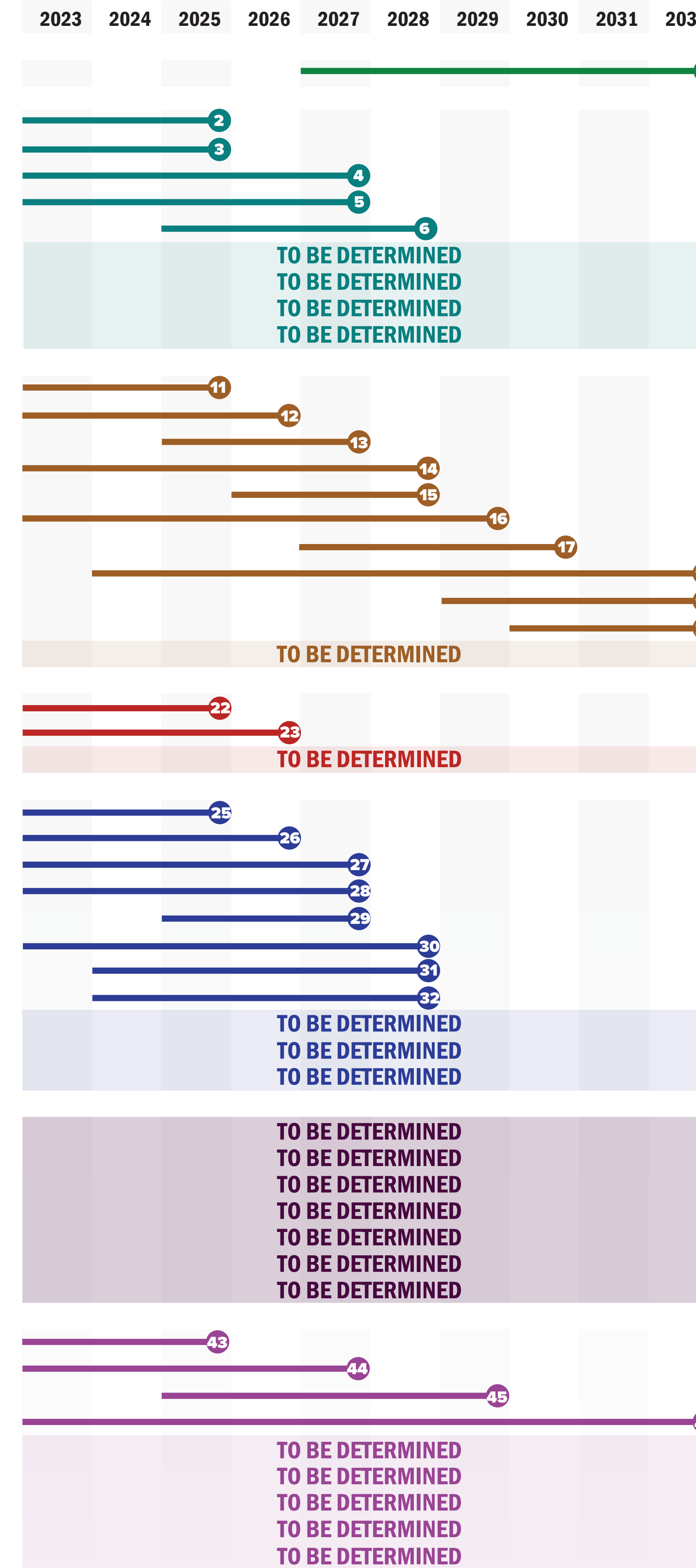
TxDOT
11 Loop 360: Westlake Drive/Cedar Street T
12 Oak Hill Parkway T
13 SH 71 East at Tucker Hill Lane T
14 I-35 Capital Express South: SH 71 to SH 45 Southeast T
15 SH 71 at Pope Bend T
16 I-35 Capital Express North: SH 45 North to US 290 East T
17 Loop 360: Courtyard Drive/RM 2222 T
18 I-35 Capital Express Central: US 290 East to SH 71 T
19 Loop 360: Lakewood Drive/Spicewood Springs Road T
20 SH 71 East at FM 1209 T
21 SH 71: US 183 to Presidential (STUDY PHASE) T

Mobility Authority
22 US 183A Phase III: SH 29 to Hero Way T
23 US 183 North: MoPac Expressway to SH 45/620 T
24 MoPac South: 6th Street to Slaughter Lane (STUDY PHASE) T

City of Austin
25 Slaughter Lane: FM 1826 to Brandt Road T
26 William Cannon Drive: Southwest Parkway to McKinney Falls T
27 Burnet Road: Koenig Lane to MoPac Expressway T
28 North Lamar Boulevard: US 183 to Howard Lane T
29 East MLK Jr. Boulevard: US 183 to Decker Lane T
30 Airport Boulevard: North Lamar Boulevard to US 183 T
31 South Lamar Boulevard: Barton Springs Road to Ben White Boulevard T
32 Red Bud Trail Bridge Replacement T
33 Congress Avenue Urban Design Initiative (STUDY PHASE) T
34 Barton Springs Road Bridge Replacement T
35 East Sixth Street Reconstruction and Redevelopment (STUDY PHASE) T

Travis County
36 Arterial A (STUDY PHASE) T
37 Bee Creek Road: Lakehurst Road to Highland Boulevard (STUDY PHASE) T
38 Blake Manor Road: Taylor Lane to Burleson Manor Road (STUDY PHASE) T
39 Cameron Road: Pecan Street to Fuchs Grove Road (STUDY PHASE) T
40 Pyramid Drive and O'Reilly Drive (STUDY PHASE) T
41 Rowe Lane: SH 130 to Hodde Lane (STUDY PHASE) T
42 South Pleasant Valley Road: Bradshaw Road to SH 45 (STUDY PHASE) T

Additional Developments
43 Waterloo Greenway P
44 Texas Capitol Complex Development P
45 Convention Center Redevelopment and Expansion P
46 Austin-Bergstrom International Airport Expansion P
47 Seaholm Multimodal Connectivity T
48 Brackenridge Redevelopment PVT
49 Palm School Site Redevelopment PVT
50 Dell Medical Center Expansion PVT
51 Uptown ATX PVT



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #8
Project Update

Strategic Plan Relevance:	Stewardship, Service & Safety
Department:	Engineering
Contact:	Mike Sexton, Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Project Description/Background:

Project under construction:

A. 183 North Mobility Project

Backup provided: None

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #9
Executive Director Board Report

Strategic Plan Relevance:	Stewardship, Collaboration, Innovation, Service & Safety
Department:	Executive
Contact:	James M. Bass, Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Briefing and Board Discussion Only

Project Description/Background:

Executive Director Report.

A. MoPac South Draft Environmental Assessment release and next steps.
B. Recent agency staff activities.
C. Agency performance metrics.
D. Behind the wheel: Navigating southbound 183 Express Lanes.

Backup provided: None

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #10
Executive Session

***Executive Session*:**

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #11
Executive Session

***Executive Session*:**

Discuss potential claims associated with the retaining walls on the 183 South Project, including the hiring of legal counsel to represent the Mobility Authority, as authorized by §551.071 (Consultation with Attorney)

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #12
Executive Session

***Executive Session*:**

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #13
Executive Session

***Executive Session*:**

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

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #14

Discuss and consider approving an agreement with the Kaeske Law Firm for legal services associated with the retaining walls on the 183 South Project

Strategic Plan Relevance:	Safety
Department:	Legal
Contact:	Geoff Petrov, General Counsel
Associated Costs:	TBD
Funding Source:	Project Funds
Action Requested:	Consider and act on a draft resolution

Background:

Mobility Authority engineering staff have identified the need for retaining wall repairs along the 183 South corridor based on visual inspections and satellite data that has monitored wall movements across the Mobility Authority's system since early 2025. Staff believe these repairs result from the 183 South developer's failure to properly design and/or construct the retaining walls. The Mobility Authority requires legal counsel that specializes in complex litigation and is highly knowledgeable and experienced in the legal, engineering, and construction issues surrounding retaining wall litigation to pursue claims for monetary damages and other legal remedies associated with the retaining walls. Therefore, the Executive director and General Counsel request the Board to approve an agreement with the Kaeske Law Firm on a contingency fee basis pursuant to Subchapter C of Chapter 2254 of the Texas Government Code.

Backup provided: Draft Resolution; Draft contract for Legal Services; Public Notice

PUBLIC NOTICE
In association with Agenda Item No. 14 at the
February 25, 2026 Regular Meeting of the CTRMA Board of Directors

This notice is given pursuant to Tex. Gov't Code § 2254.1036.

A. The Central Texas Regional Mobility Authority ("CTRMA") intends to pursue claims for monetary damages, declaratory relief, and other legal remedies ("Damages") in relation to the retaining walls located along the US 183 corridor from approximately US 290 to SH 71 (the "Litigation"). CTRMA's desired outcome in pursuing the Litigation is to recover Damages owed to CTRMA for the failure to properly design and/or construct the subject retaining walls, in addition to other relief allowed under the law. Therefore, there is substantial need for the legal services.

B. CTRMA wishes to engage Kaeske Law Firm ("Counselors"). Details regarding their competence, qualifications and experience are attached at Exhibit 1.

C. The legal services for which the Counselors are retained cannot be adequately performed by the attorneys and supporting personnel of CTRMA. CTRMA's budget is limited and the legal department only has a single in-house attorney. CTRMA General Counsel is engaged in numerous transactional matters and in overseeing, managing, and litigating other matters. In addition, the investigation, research, and litigation of the claims will require specialized attorneys who have knowledge and experience with complex engineering principles, including structural and geotechnical engineering; retaining walls, including Mechanically Stabilized Earth walls; construction and contract issues, including the procurement, standards, specifications, and designs associated with roadway projects; and professionals with expertise in these fields. Such work will require numerous specialized attorneys, paralegals and others who are familiar with the wrongful actions and/or inactions involved in the design and construction of retaining walls. Thus, CTRMA does not have the resources it believes will be necessary to engage in protracted, time-consuming, and expensive litigation.

D. The legal services for which Counselors are proposed to be retained cannot reasonably be obtained from attorneys in private practice under a contract providing for the payment of hourly fees without regard to the outcome of the matter for the following reasons:

(1) TIME: It is not economically feasible for CTRMA to pay outside counsel on an hourly basis for what CTRMA anticipates, based on similar previous litigation, will require thousands of hours of unbudgeted attorney time advanced in pursing the relief CTRMA expects to achieve.

The issues involved in CTRMA's claims, including the parties' respective responsibilities for the proper design and construction of Mechanically Stabilized Earth retaining walls, are complex. The parties will likely aggressively oppose all aspects of the Litigation. It will require the skill of attorneys who have familiarity with such unique, complex litigation.

(2) COMPLEXITY/DAMAGES: Besides legal issues, determining damages may be complicated. Damages will be based, in part, on: 1) expenses incurred by CTRMA on a limited portion of the subject walls, and 2) anticipated expenses to be incurred by, CTRMA on the remaining portion of the walls which have not yet been remediated. The engineering and construction data necessary to formulate the calculation is unclear at this time, but it is anticipated to be complex and difficult to understand. Further, because there are expected to be multiple defendants, it is likely that they have different business practices and ways of maintaining their data. It will require experienced lawyers with the assistance of experts to decipher the data and determine a mathematical or formulaic calculation for each of the retaining walls at issue, each based on their individual needs.

(3) EXPENSES: Finally, while CTRMA has agreed to reimburse certain expenses, Counselors have agreed to advance any expenses in the case required to retain special outside counsel to assist on matters other than prosecuting CTRMA's claims. Examples of such instances include: a defendant may seek bankruptcy protection; a defendant may attempt to transfer some of its assets to avoid paying CTRMA's claim; a complex, multi-party settlement may require an ethics opinion from outside counsel; or a separate lawsuit may need to be filed against a defendant's insurance company. In such an instance, the fees of such special outside counsel shall be advanced by Counselors. If there is no recovery, Counselors will be solely responsible for payment of such special outside counsel expenses. In CTRMA's experience, hourly lawyers are unable and/or unwilling to make such concessions.

E. In 2025, CTRMA contacted the North Texas Tollway Authority ("NTTA") to discuss their retaining wall experiences, and as part of those discussions, CTRMA learned of Counselors' retaining wall litigation work for NTTA. Thereafter, CTRMA contacted Counselors to discuss their competence, qualifications, and willingness to represent CTRMA. CTRMA's selection of Counselors is based in part on their representation of NTTA, which first began in about April 2012 in another retaining wall civil case captioned Cause No. 12-01431, *North Texas Tollway Authority vs. James Construction Group, LLC, KBR, Inc. and Bureau Veritas North America, Inc.*, then pending in the 160th Judicial District of Dallas County, Texas. In that case and in NTTA's three other retaining wall cases that followed, Counselors demonstrated their specialized skills with respect to this type of complex engineering and construction litigation, and Counselors successfully concluded each of those cases on NTTA's behalf. CTRMA has had no prior relationship with Counselors, and CTRMA's relationship with Counselors pursuant to the proposed contract would continue until the Litigation is completed.

F. The advance of expenses for special outside counsel is risky because there is no guarantee litigation will be successful. In contrast, under the terms of the legal services agreement, such expenses are reimbursed only out of any recovery. Because CTRMA has limited funds, it is especially in CTRMA's interest, and that of its constituents, to have

Counselors advance those special counsel expenses and only be reimbursed by CTRMA out of any recovery if CTRMA is successful. Entering a contingent fee contract for legal services is also in the best interest of CTRMA and the constituents of CTRMA because it will allow CTRMA to recoup damages owed CTRMA for retaining wall repairs spent to date and obtain a judgment ordering the defendants to pay the additional repair expenses not yet spent. The damages recovered in the Litigation will be used to support essential CTRMA services in order to protect against further loss of or damage and prevent or minimize serious disruption in critical CTRMA services that affect health, safety, or the collection of substantial toll revenues. Retaining counsel who will perform these services on a contingency fee and who will advance expenses of outside special counsel will allow CTRMA to use those funds instead to support necessary CTRMA services, and if CTRMA does not obtain a recovery from the litigation, CTRMA additionally benefits from the proposed contract by not having to pay for those expenses or the substantial attorneys' fees that would have been incurred if the services had been performed on an hourly basis.

EXHIBIT 1

COUNSELORS

Michael Kaeske

Kaeske Law Firm was founded in 1999 by Michael Kaeske. Mr. Kaeske has decades of courtroom experience. He consistently tries tough, complex cases to verdict. Kaeske Law Firm has successfully handled multiple retaining wall litigation matters.

Mr. Kaeske attended Syracuse University, graduating in 1991 summa cum laude with a degree in International Relations and Philosophy. In 1995, Mr. Kaeske graduated from the University of Texas with a joint J.D./M.B.A.

Mr. Kaeske began his legal career by trying cases for Baron & Budd. D Magazine selected Mr. Kaeske in the first group of the "Best Lawyers in Dallas Under 40" in 2002 and again in 2004. Mr. Kaeske earned this reputation by achieving multiple verdicts for Baron & Budd's clients.

In 1999, Mr. Kaeske left Baron & Budd to form his own firm and then opened offices in Austin and Dallas, where he has handled a range of significant cases for the last two decades, including complex business and construction litigation.

Mr. Kaeske continues to be recognized by Texas Super Lawyers. In 2011, he tried a large commercial case to verdict that was recognized as the "#1 Contract Case Verdict in Texas" and the "#8 Top Texas Verdict of 2011" by Texas Lawyer.

Since 2012, Mr. Kaeske has been the lead counsel for the North Texas Tollway Authority's retaining wall litigation. In 2024, Mr. Kaeske achieved a $280 million jury verdict on behalf of the NTTA. Mr. Kaeske has successfully resolved each of the four retaining wall cases he litigated for NTTA.

In 2020, Mr. Kaeske led the team that received the Public Justice "Trial Lawyer of the Year" award, including for their achievement of monetary verdict awards for their clients in excess of $500 million in the subject litigation – as documented in the book Knopf published, "Wastelands" by Corban Addison.

Mr. Kaeske will be supported in the Litigation by additional attorneys associated with or of counsel to Kaeske Law Firm, including the following:

Jonathan Nockels

Jonathan Nockels is lawyer with 20 years of experience handling complex commercial litigation. Prior to joining the Kaeske Law Firm, Mr. Nockels was the managing partner of a civil litigation firm from 2011 until 2025, and he has extensive experience in highway retaining wall litigation. His retaining wall litigation experience commenced in 2012 and includes the successful prosecution of four court cases, including Mr. Nockels serving as second chair in the retaining wall jury trial that resulted in a $280 million verdict. Prior to that, Mr. Nockels was an integral part of the team that secured a highly favorable result on behalf of an heir to the H.L. Hunt estate following highly publicized and contested federal court litigation involving multiple defendants represented

by the nation's premier defense firms. Mr. Nockels has also secured numerous other multi-million dollar recoveries in both commercial and personal injury cases.

Mr. Nockels graduated with honors from the University of Texas in Austin (BA) and from Southern Methodist University School of Law (JD), where he was the William L. Hutchinson Scholar.

Lisa Blue

Ms. Blue's accomplishments have been nationally recognized. She has been named one of the *Top 100 Most Influential Lawyers in America* and one of the *Top 50 Women Litigators in the U.S.* by *National Law Journal*, and she has received numerous other state and national recognitions for her legal expertise. She served as president of the American Association for Justice from 2014-2015 and was inducted into the National Trial Lawyer Hall of Fame in 2015.

Ms. Blue received her undergraduate degree from the University of Georgia and two master's degrees from the University of Virginia in Counseling Psychology. After a brief teaching career, she returned to school and earned a PhD in Counseling Psychology from North Texas State University and a Juris Doctorate from the South Texas College of Law.

After completing law school, Ms. Blue joined the Dallas County District Attorney's office where she prosecuted more than 125 cases to verdict and later advanced to the DA's Organized Crime Division. In 1985, she moved to the law firm Baron & Budd, where she specialized in environmental and toxic tort law. Lisa and her husband, Fred Baron, supervised 800+ employees and managed all financial aspects at Baron & Budd, the largest environmental law firm in the United States.

Jeremy Martin

Mr. Martin has been an attorney for 25 years and is Board Certified in Civil Appellate Law. He graduated Magna Cum Laude from St. Mary's University School of Law and served as a judicial clerk for the Court of Appeals for the Third District of Texas in Austin as the briefing attorney for former Chief Justice Marilyn Aboussie.

Mr. Martin has extensive experience handling the complex legal issues, briefing, and appeals on behalf of Kaeske Law Firm and has been an integral part of each of its retaining wall litigation matters (2012-current).

Sarah Martin

Sarah Martin is a 25-year attorney with complex commercial litigation experience. After graduating Cum Laude from St. Mary's University School of Law where she served as the Executive Editor of the law review, Ms. Martin practiced for a year at one of the nation's premier law firms before clerking for then-U.S. District Judge Edward C. Prado (now U.S. Ambassador to Argentina). Following her clerkship, Ms. Martin practiced litigation at Jones Day for a decade before joining Mr. Martin in Martin Appeals, PLLC, their litigation-support/appellate boutique practice. Ms. Martin has also previously assisted the Kaeske Law Firm on other matters.

Timothy Perkins

Mr. Perkins has been a licensed Texas attorney since 1983. He received his undergraduate degree from Baylor University in 1981 and his law degree from Baylor University in 1983. His primary practice is complex litigation.

Mr. Perkins has represented plaintiffs and defendants in high stakes personal injury, breach of fiduciary duty, contract, and product liability matters for over 40 years. In 2011, Mr. Perkins was part of the Kaeske legal team that obtained one of the largest verdicts in Dallas County history. The jury award followed a commercial dispute in an alternative energy transaction that included claims of breach of partnership agreements, breach of fiduciary duties, and fraud. Also, in 2024, Mr. Perkins was part of the Kaeske legal team that obtained the $280 million jury verdict in a highway retaining wall matter.

Mr. Perkins is admitted to practice by the Texas Supreme Court and numerous federal courts. Martindale-Hubbell rates Mr. Perkins "AV Preeminent" ™ for 2026.

Eric Manchin

Mr. Manchin has been a licensed Texas attorney since 1999. His primary practice is complex mass tort and business litigation.

Mr. Manchin has represented plaintiffs in wrongful-death litigation, nuisance litigation, patent litigation, and breach of contract litigation for 27 years. He has been with Kaeske-Reeves and Kaeske Law Firm since 1999. Accordingly, he has been part of the litigation team that obtained 8 and 9 figure verdicts in five hog nuisance litigation verdicts, 2 breach of contract verdicts, and the firm's 2024 highway retaining wall matter. He has also been central to the representation of the firm's wrongful death victims' settlements and trials since the firm began pursuing such lawsuits.

Mr. Manchin is admitted to practice by the Texas Supreme Court and the federal courts in the state of Texas. He graduated in 1999 from the Texas Tech University School of Law and has practiced in Dallas and Austin, Texas since graduation.

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

RESOLUTION NO. 26-0XX

APPROVING AN AGREEMENT WITH THE KAESKE LAW FIRM FOR SPECIAL LITIGATION COUNSEL SERVICES

WHEREAS, the Central Texas Regional Mobility Authority ("Authority") intends to pursue claims for monetary damages, declaratory relief, and other legal remedies ("Damages") in relation to the retaining walls located along the US 183 corridor from approximately US 290 to SH 71 (the "Litigation"); and

WHEREAS, the Authority's desired outcome in the Litigation is to recover Damages owed to the Authority for the failure to properly design and/or construct the subject retaining walls, in addition to other relief allowed under the law; and

WHEREAS, the Authority has a substantial need of the legal services of counsel to represent it in the Litigation; and

WHEREAS, the Authority requires legal counsel specializing in complex litigation and highly knowledgeable and experienced in the legal, engineering, and construction issues surrounding retaining wall litigation; and

WHEREAS, the Authority now desires to enter into a contingent fee contract ("Contract") for legal services with Kaeske Law Firm ("Counselors"); and

WHEREAS, pursuant to Subchapter C of Chapter 2254 of the Texas Government Code ("Chapter 2254"), a political subdivision of the State of Texas, including the Authority, may enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called, in part or in whole, for the purposes of considering such contract; and (iii) the governing body of the political subdivision stated in writing certain findings made by the governing body upon the approval of such contract; and

WHEREAS, before the contingent fee contract for legal services is effective and enforceable, the Authority must receive approval of the Contract by the Office of the Attorney General of Texas or the Contract is otherwise allowed under Tex. Gov't Code §2254, as amended; and

WHEREAS, the Authority has caused notice of this resolution, this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254; and

WHEREAS, the meeting at which this resolution is being considered is an open meeting called, in part or in whole, for the purpose of considering: (i) the Authority's need for legal counsel to represent it in the Litigation; (ii) terms of the Contract; (iii) the competence, qualifications, and experience of the Counselors; and (iv) the reasons that the Contract is in the best interest of the Authority and complies with Chapter 2254; and

WHEREAS, the Central Texas Regional Mobility Authority's Board of Directors ("Board") hereby finds and determines that the adoption of this resolution is in the best interests of the Authority and its constituents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS:

SECTION 1. That the recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 2. That the Board hereby finds that: (i) there is a substantial need for the legal services to be provided in the Litigation; (ii) the legal services to be provided in the Litigation cannot adequately be performed by the attorneys and supporting personnel currently employed by the Authority; (iii) the legal services to be provided in the Litigation cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the Litigation and without imposing an unnecessary cost and burden on the Authority's finances; and (iv) the relationship between the Authority or the Board and the Counselors is not improper and would not appear improper to a reasonable person.

SECTION 3. That based on the findings by the Board described above, the Board hereby authorizes the Executive Director to execute a legal services contract with Kaeske Law Firm, approved as to form by the Authority's General Counsel, effective only upon approval by the Office of the Attorney General of Texas or as otherwise allowed under Tex. Gov't Code §2254, as amended.

SECTION 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551 as amended, Texas Government Code.

SECTION 5. That the Authority will pay the Counselors a contingency fee and expenses in accordance with the rates in Attachment A to this resolution, with such fee being contingent upon the recovery, if any, by the Authority in the Litigation.

SECTION 6. That this Resolution shall take effect immediately from and after its passage in accordance with the policies and regulations of the Authority, and it is accordingly so resolved.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of February 2026.

Submitted and reviewed by:

James M. Bass
Executive Director

Approved:

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

Exhibit A

AGREEMENT FOR PROVIDING
LEGAL SERVICES TO CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
IN CONNECTION WITH RETAINING WALL LITIGATION

Central Texas Regional Mobility Authority ("CTRMA") and Kaeske Law Firm with its undersigned counsel ("Counselors") enter into this agreement ("Contract") to provide legal services on behalf of CTRMA, its officials and employees with such services regarding the matter below. CTRMA and Counselors shall collectively be referred to as the "Parties."

1. PROFESSIONAL LEGAL SERVICES

A. Counselors are hereby retained to provide legal representation to CTRMA in connection with litigation and appeals seeking damages, declaratory relief, attorneys' fees, interest and other appropriate relief in relation to the retaining walls located along the US 183 corridor from approximately US 290 to SH 71 (the "Litigation"). The services shall be referred to as "Professional Legal Services."

B. Counselors hereby agree to perform the Professional Legal Services necessary, in accordance with the terms of this Contract. This Contract shall be administered on behalf of CTRMA by its General Counsel. At the request of the General Counsel, Counselors will provide case status reports and will participate from time to time in both open and closed session briefings of the CTRMA Board.

2. PAYMENT

For the performance of Professional Legal Services, CTRMA agrees to pay Counselors on a contingency fee basis and reimburse costs as detailed on Exhibit A, which is incorporated herein.

3. RECITALS PURSUANT TO TEX. GOV'T CODE CH. 2254

Counselors' further duties in compliance with Tex. Gov't Code Ch. 2254, as amended, are set out in Exhibit A.

4. EFFECTIVE DATE

This Contract shall be effective immediately upon approval by the Office of the Attorney General of Texas ("OAG") pursuant to Tex. Gov't Code Ch. 2254, as amended. Once it is approved by the OAG, the Contract shall continue until completion of the Litigation or it is terminated as provided herein. All services under this Contract are to be completed timely and in the highest professional manner.

5. TERMINATION

A. CTRMA's General Counsel may terminate the performance of services at any time, with or without cause, by giving at least ten (10) days written notice to Counselors. The notice must be delivered by email and by certified mail with return receipt for delivery to Counselors.

1. Termination Without Cause: (i) if CTRMA terminates this Contract without

cause, and CTRMA resolves the Litigation through final settlement, award, or judgment, Counselors shall be paid Attorneys' Fees pursuant to Exhibit A at the time of a recovery.

2. Termination with Cause: If Counselors fail to satisfactorily perform any material obligation under this Contract, such failure constitutes a default. If Counselors fail to satisfactorily cure a Default within thirty (30) calendar days of receiving written notice from CTRMA specifying the nature of the Default, CTRMA may terminate this Contract for cause.

B. Counselors may withdraw as permitted under the Rules of Professional Conduct of the State Bar of Texas. The circumstances under which withdrawal is permitted include the following: (a) CTRMA consents, (b) CTRMA's conduct renders it unreasonably difficult for Counselors to carry out the employment effectively, (c) CTRMA fails to pay Attorneys' Fees or Costs as required by this Contract, or (d) Counselors determine it is not economically feasible for Counselors to perform the Services. If Counselors properly withdraw from representing CTRMA pursuant to subparagraph (a)–(c) above or because they are required to do so by the Rules of Professional Conduct, CTRMA agrees to compensate Counselors for the legal services provided in an amount not to exceed thirty-three and one-third percent (33 1/3%) of CTRMA's total recovery or, if reimbursed on an hourly basis, in an amount not to exceed the hourly rates provided in Exhibit A, Section 8.8. Any disputes shall be mediated by the Judicial Arbitration and Mediation Services (JAMS).

6. VENUE AND GOVERNING LAW

This Contract is made subject to the policies and regulations of CTRMA, as amended, and all applicable laws of the State of Texas. This Contract is performable in Travis County, Texas, and venue for any legal action under this Contract shall lie in Travis County, Texas; and in construing this Contract, the laws and court decisions of the State of Texas shall apply. Any disputes regarding the Contract shall be mediated by the Judicial Arbitration and Mediation Services (JAMS) before any litigation is undertaken.

7. NO REPRESENTATION OF ANY ADVERSE PARTY

Counselors acknowledge that they are not currently involved in any litigation in which it represents a party who is adverse under the Texas Disciplinary Rules of Professional Conduct to CTRMA, and Counselors agree that they will not undertake any litigation adverse to CTRMA or to an employee or officer of CTRMA, except with prior disclosure to and written consent by the General Counsel.

8. CONFLICTS

CTRMA and Counselors acknowledge that multiple parties may become named parties in the Litigation. CTRMA has conferred with the General Counsel and Counselors, and there are no potential or actual conflicts of interest which preclude this Contract.

9. REPRESENTATION OF RELATED INTERESTS

Counselors shall have the right to represent other municipalities, or governmental

subdivisions in other similar litigation without the consent of CTRMA, subject to the Texas Disciplinary Rules of Professional Conduct ("Rules of Professional Conduct") relating to conflicts of interest.

10. CONFLICT OF INTEREST

It is understood and agreed that the Counselors will notify CTRMA in writing of the potential for any conflict of interest in any legal matter or case within 24 hours of its discovery.

11. NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by email and personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for CTRMA, to:
Geoff Petrov
General Counsel, Central Texas Regional Mobility Authority
3300 North IH-35, Suite 300
Austin, Texas 78705

If intended for Counselors, to:
Michael Kaeske
KAESKE LAW FIRM
200 Crescent Ct., Suite 1040
Dallas, Texas 75201

12. LEGAL SERVICES SPECIFICALLY EXCLUDED

Counselors do not agree to provide any representation beyond that described in Section 1.A. above. If CTRMA wishes to retain Counselors to provide any legal services not provided under this Contract, a separate written agreement between Counselors and CTRMA will be required.

13. AUTHORITY OF COUNSELORS

Counselors may execute, at his/her option, all reasonable and necessary court documents connected with the handling of the Litigation. If the General Counsel gives Counselors sufficient notice of documents he/she wishes to jointly sign with Counselors, Counselors will undertake good faith efforts to accomplish same.

15. COMMUNICATIONS

CTRMA designates Geoff Petrov, the General Counsel, or any other person designated by the General Counsel as the authorized representative of CTRMA to direct Counselors. Correspondence will be forwarded to him at gpetrov@ctrma.org. Counselors designate Michael Kaeske to be the primary individual to communicate with CTRMA regarding the subject matter of

Counselor's representation of CTRMA under this Contract. Correspondence will be forwarded to him at mikekaeske@gmail.com.

16. NO ASSIGNMENT

Counselors shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the General Counsel.

17. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

18. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

19. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

20. MISCELLANEOUS

CTRMA recognizes that no result has been guaranteed by Counselors, and that this Contract is not based upon any such promise or anticipated result. CTRMA further acknowledges that it is exclusively responsible for all personal liability, or potential liability, awarded against it by a court because of a claim, counterclaim, protest suit, or otherwise, and that by undertaking to represent CTRMA pursuant to this Contract, Counselors assume none of CTRMA's joint and/or individual liability.

21. AUTHORITY TO SETTLE LITIGATION

CTRMA does not relinquish authority or responsibility through this Contract to settle the Litigation. CTRMA has the sole authority to settle the Litigation on behalf of CTRMA and its citizens, and Counselors shall inform the General Counsel of all settlement offers.

22. APPROVAL BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

The Parties agree that this Contract is not effective until approved by the Office of the Attorney General of Texas ("OAG") or as otherwise allowed under Tex. Gov't Code Ch. 2254, as amended.

23. COMPLIANCE WITH CERTAIN STATE LAW

1. *Anti-Boycott of Israel*. Counselors certify that they are not currently engaged in, and agree for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

2. *Anti-Boycott of Energy Companies*. Counselors certify that they are not currently engaged in, and agree for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

3. *Anti-Boycott of Firearm Entities or Firearm Trade Associations*. Counselors certify that they do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

4. *Certification of No Business with Foreign Terrorist Organizations*. For purposes of Section 2252.152 of the Texas Government Code, Counselors certify that, at the time of this Agreement none of them nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.

EXECUTED this the _____ day of _____, 2026.

COUNSELORS

_____
Michael Kaeske / Kaeske Law Firm

_____
Jonathan Nockels

_____
Lisa Blue

_____
Timothy Perkins

_____
Jeremy Martin

_____
Sarah Martin

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

James M. Bass
Executive Director

APPROVED AS TO FORM & LEGALITY:

Geoff Petrov, General Counsel

EXHIBIT A
COMPENSATION AND COSTS

1. **Compensation ("Attorneys' Fee(s)" or "Contingency Fee(s)").**

The employment of Counselors will be on a contingency fee basis. Specifically, if CTRMA obtains a recovery and collection on behalf of CTRMA before the filing of litigation in court or arbitration, Counselors will receive Attorneys' Fees in the amount of Twenty Percent (20%) of the Gross Recovery. If recovery for CTRMA occurs after the filing of litigation, Counselors will instead receive Attorneys' Fees in the amount of the Thirty Percent (30%), and upon the filing of any response to a motion for summary judgment or appeal, or the beginning of arbitration or trial (at the beginning of jury selection or, if there is no jury, opening argument), Counselors will instead receive Attorneys' Fees in the amount of Thirty-Three and One-Third Percent (33 1/3%) of the Gross Recovery. The Attorneys' Fees are not set by law but were negotiated between CTRMA and Counselors.

The sole contingency upon which CTRMA will pay Fees to Counselors is a recovery and collection on behalf of CTRMA, whether by settlement, court judgment, or otherwise.

2. **Gross Recovery.**

The term "Gross Recovery" shall mean the then present value of any recovery agreed or ordered to be made for the benefit of CTRMA by the adverse parties to the Litigation or their insurance carrier(s), whether by settlement, court judgment, or otherwise.

3. **Costs.**

It will be necessary for Counselors to incur certain court costs and other types of expenses for CTRMA ("Costs"). These Costs and other expenses may include, but are not limited to, the following: filing and service fees; costs of investigative services; travel expenses (including air fare, ground transportation, vehicle mileage, lodging, and meals); deposition expenses and court reporters fees; outside trial services providers and jury consultants; trial equipment rental and operation fees; preparation of exhibits and graphics; the costs of briefs and transcripts on appeal, and miscellaneous copying, postage, shipping, and courier expenses. In addition, it will be necessary to employ expert witnesses, and Counselors, with prior approval from CTRMA, may employ and pay these expert witnesses. Such expenditures shall be included within Costs.

CTRMA agrees to reimburse Counselors for all reasonable Costs; however, Counselors must obtain pre-approval in writing from CTRMA's General Counsel of outside expenditures greater than $5,000, and requests for reimbursement of expenses exceeding $500 for Costs must be submitted monthly. CTRMA agrees that Costs will be paid by CTRMA regardless of the outcome of the matter, and the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before any such Costs are deducted.

In some instances, it may be necessary for Counselors to retain special outside counsel to assist on matters other than prosecuting CTRMA's claims. Examples of such instances include: a defendant may seek bankruptcy protection; a defendant may attempt to fraudulently transfer some of its assets to avoid paying CTRMA's claim; a complex, multi-party settlement may require an

ethics opinion from outside counsel; or a separate lawsuit may need to be filed against a defendant's insurance company. CTRMA agrees that Counselors, with written permission of CTRMA, may retain such special outside counsel to represent CTRMA when Counselors deem such assistance to be reasonably necessary. In such an instance, the fees of such special outside counsel shall be advanced by Counselors and shall be reimbursed to Counselors by CTRMA from CTRMA's share of the Gross Recovery provided that (1) CTRMA finds that such costs were reasonable, proper, necessary, and were actually incurred on behalf of CTRMA, and (2) such costs were in compliance with, and do not exceed, the rates and limits provided in Section 8.8 of Exhibit A. If there is no recovery, Counselors will be solely responsible for payment of such expenses.

4. **Application for Attorneys' Fees.**

CTRMA and Counselors intend to seek an order for payment by the named defendants of CTRMA's Attorneys' Fees and Costs (as defined in Sections 1-3 above), if CTRMA prevails, in whole or in part, in the Litigation. CTRMA agrees to use its best efforts to support any such application.

If the amount of the Attorneys' Fees awarded and collected from a court order regarding Attorneys' Fees exceeds the amount called for under the contingency fee calculation in Section 1 of Exhibit A, Counselors shall be entitled only to the amount of the Attorneys' Fees as provided and limited herein. If, however, the amount of the Attorneys' Fees awarded and collected from a court order regarding Attorneys' Fees is less than the amount as calculated under the Contingency Fee, Counselor's Attorneys' Fees shall remain as calculated by the Contingency Fee calculation in Paragraph 1 of Exhibit A, and, in that instance, CTRMA may direct that the attorneys' fee award be paid directly to Counselors by the defendants, and CTRMA shall pay the difference between the Contingency Fee and the attorneys' fees awarded.

5. **Reasonableness.**

CTRMA and Counselors have discussed the reasonableness of the contingency fees provided for in this Contract, as opposed to an hourly rate, a fixed fee, quantum merit, or some other possible basis for calculating the Attorneys' Fees to be paid to Counselors. CTRMA and Counselors agree that under all the circumstances a contingency fee is the most reasonable and equitable way to compensate Counselors in light of the effort required, the risks to be undertaken in the Litigation, and other applicable factors. CTRMA and Counselors further understand that the substantial effort required of Counselors will not be compensated if there is no recovery. Therefore, CTRMA agrees that it supports and will not contest the reasonableness or fairness of this contingency fee contract. This provision notwithstanding, in the event of any recovery, CTRMA will comply with Section 2254.108(d) which requires that political subdivisions review the relevant time and expense records and verify that the hours of work on which the fee computation is based were actually worked in performing reasonable and necessary services for CTRMA under the contract.

6. **Possible Efforts of Defendants to Invalidate Agreement.**

Defendants in litigation involving public entities might attempt to challenge or seek to invalidate contingency fee arrangements between public entities and outside counsel. CTRMA and

Counselors believe that any such challenges to this Contract would lack merit and that this contingency fee arrangement as set forth above is valid and in the public interest. CTRMA agrees to join Counselors in opposing any such challenge.

7. **Calculation of Attorneys' Fees.**

CTRMA agrees that for purposes of the Contract and the Contingency Fee calculation that Counselors includes, without limitation, the following attorneys associated with or of counsel to Kaeske Law Firm: Michael Kaeske, Eric Manchin, Jeremy Martin, Sarah Martin, Lisa Blue, Timothy Perkins, and Jonathan Nockels (each of whom shall be included as a principal/partner of Counselors for purposes of the Contingency Fee calculation), as well as the other professionals working for Kaeske Law Firm.

8. **Additional Terms Pursuant to Tex. Gov't Code Ch. 2254.**

8.1 Counselors shall keep current and complete written time and expense records that describe in detail the time and money spent each day in performing the contract, as required under Tex. Gov't Code § 2254.104(a).

8.2 Counselors shall permit the governing body or governing officer of CTRMA, the attorney general, and the state auditor, or other officials as appropriate, to inspect or obtain copies of the time and expense records at any time on request, as required under Tex. Gov't Code § 2254.104(b).

8.3 On conclusion of the matter for which Counselors were obtained, Counselors shall provide CTRMA with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows the Counselors' computation of the amount of the contingent fee, and contains the final complete time and expense records, as required under Tex. Gov't Code § 2254.104(c).

8.4 All time and expense records required herein are public information subject to required public disclosure under Texas Government Code Chapter 552. Other than the written statement described in Section 8.3, above, information in the records may be withheld from a member of the public under Tex. Gov't Code § 552.103 only if, in addition to meeting the requirements of Tex. Gov't Code § 552.103, the General Counsel determines that withholding the information is necessary to protect CTRMA's strategy or position in pending or reasonably anticipated litigation. In that instance, information withheld from public disclosure shall be segregated from information that is subject to required public disclosure. Public disclosure may not be withheld, and is required, regarding the written statement required by Tex. Gov't Code § 2254.104(d).

8.5 Any subcontracted legal or support services performed by a person who is not a contracting attorney, partner, shareholder, or employee of Counselors is an expense subject to reimbursement only in accordance with Tex. Gov't Code, Chapter 2254, Subchapter C.

8.6 Reimbursement of special counsel fees is contingent on CTRMA obtaining a recovery as described in Section 3, above. Other Costs will be paid by CTRMA regardless of the outcome of the matter, and the amount recovered for purposes of the contingent fee computation is considered to be the amount obtained before any such Costs are deducted. *See* Tex. Gov't Code § 2254.105(3).

8.7 The amount of the contingent fee and reimbursement of expenses under the Contract will be paid and limited in accordance with Tex. Gov't Code, Chapter 2254, Subchapter C.

8.8 Counselors' contingent fee is limited to the lesser of 1) the contingent fee set forth in paragraph "1" above or 2) four times Counselors' base fee, as that term is used in Tex. Gov't Code § 2254.106.

Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by Counselors, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. Counselors' reasonable hourly rate for the work performed under the Agreement is $990 an hour for principals / partners and of counsel members of the Counselors' firm (including Michael Kaeske, Eric Manchin, Jeremy Martin, Sarah Martin, Timothy Perkins, Lisa Blue, and Jonathan Nockels), $855 for senior counsel, $795 an hour for senior level associates practicing 10 years or more, $550 per hour for other attorneys, and $325 per hour for paralegals or law clerks consistent based on the reasonable and customary rate in the relevant locality for the type of work performed and on the relevant experience, demonstrated ability, and standard hourly billing rate, if any, of the person performing the work, as required under Tex. Gov't Code § 2254.106(a). These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Subchapter C, Chapter 2254 of the Texas Gov't Code by multiplying the number of hours the attorney, paralegal or law clerk worked in providing legal or support services for CTRMA times the reasonable hourly rate for the work performed by the attorney, paralegal or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not employed by Counselors.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

February 25, 2026
AGENDA ITEM #15

Adjourn Meeting

Adjourn Board Meeting.