



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, March 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 February 25, 2026 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
4. Approve a maximum speed limit for the approximately 5.3 mile extension of 183A Toll from Hero Way to just north of State Highway 29 that was constructed as part of the

183A Phase III Project.

5. Approve an agreement with Asphalt Inc, LLC DBA Lone Star Paving Company for pavement rehabilitation on the Mopac Express Lane.
6. Approve an agreement with Union Pacific Railroad Company for reimbursement of preliminary engineering services for the 290 Extension Project.

Regular Items

Items to discuss, consider, and take appropriate action.

7. Accept the unaudited financial statements for February 2026.
8. Discuss and consider amending Policy Code Section 301.004 to modify the requirements for participation in the Mobility Authority's Qualified Service Member Program.
9. Discuss and consider approving an agreement with the City of Cedar Park for the development and construction of the Ranch to Market Road 1431/183A intersection improvements project.

Briefings and Reports

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

10. Project Report.
 - A. 183 North Project.
11. Executive Director Report.
 - A. Recent agency staff activities.
 - B. Agency roadway performance metrics.

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that

authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

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

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

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

15. Adjourn meeting.

Notes

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

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

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

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

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

Mobility Authority Board Meeting Agenda
Wednesday, March 25, 2026

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

March 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

March 25, 2026
AGENDA ITEM #2

Approve the minutes from the
February 25, 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 February 25, 2026 Regular Board Meeting.

Backup provided: Draft minutes for the February 25, 2026 Regular Board Meeting

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

Wednesday, February 25, 2026
9:00 a.m.

This was an in-person meeting. Notice of the meeting was posted on February 20, 2026, online on the website of the Mobility Authority and in the Mobility Authority's office lobby at 3300 N. Interstate 35, 300, Austin, Texas 78705. Chairman Jenkins, Board Members David Singleton, David Armbrust, Nikelle Meade, 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/376320>

After noting that a quorum of the Board was present, Chairman Jenkins called the meeting to order at 9:02 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 January 28, 2026 Regular Board Meeting.
3. Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.

ADOPTED AS: RESOLUTION NO. 26-004

MOTION: Approve Item Nos. 2 and 3.

RESULT: Approved (Unanimous); 6-0

MOTION: Ben Thompson

SECONDED BY: Heather Gaddes

AYE: Armbrust, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

Regular Items

4. Accept the unaudited financial statements for January 2025.

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Approve the unaudited financial statements for January 2025.
RESULT: Approved (Unanimous); 6-0
MOTION: David Singleton
SECONDED BY: Nikelle Meade
AYE: Armbrust, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-005

Item No. 5 was temporarily deferred.

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

Presentation by Mike Sexton, P.E., Director of Engineering.

MOTION: Approve an agreement with STV Incorporated for the design and construction phase services for the 183A Added Capacity Project.
RESULT: Approved (Unanimous); 6-0
MOTION: Heather Gaddes
SECONDED BY: Nikelle Meade
AYE: Armbrust, Gaddes, Jenkins, Meade, Singleton, Thompson
NAY: None.

ADOPTED AS: RESOLUTION NO. 26-006

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.

Presentation by James Bass, Executive Director.

MOTION: Approve 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. .

RESULT: Approved (Unanimous); 6-0

MOTION: Ben Thompson

SECONDED BY: Heather Gaddes

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

NAY: None.

ADOPTED AS: RESOLUTION NO. 26-007

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

Presentation by Jose Hernandez, Chief Financial Officer.

MOTION: Approve and adopt the 2025 Popular Annual Financial Report.

RESULT: Approved (Unanimous); 6-0

MOTION: Nikelle Meade

SECONDED BY: Ben Thompson

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

NAY: None.

ADOPTED AS: RESOLUTION NO. 26-008

Briefings and Reports

8. Project update.

Presentation by Mike Sexton, P.E., Director of Engineering.

- A. 183 North Project.
9. Executive Director Report.

Presentation by James Bass, Executive Director.

- 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

Chairman Jenkins announced in open session at 10:17 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

- 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).

After completing the executive session, the Board reconvened in open meeting at 11:17 a.m.

Regular Items

Note: David Singleton left the board meeting during Executive Session.

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.

Presentation by James Bass, Executive Director.

MOTION: Approve an agreement with the Kaeske Law Firm for legal services related to the retaining walls on the 183 South Project.

RESULT: Approved (Unanimous); 5-0

MOTION: Nikelle Meade

SECONDED BY: Heather Gaddes

AYE: Armbrust, Gaddes, Jenkins, Meade, Thompson

NAY: None.

ADOPTED AS: RESOLUTION NO. 26-009

15. Adjourn meeting.

After confirming that no member of the public wished to address Chairman Jenkins declared the meeting adjourned at 11:18 a.m.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 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.

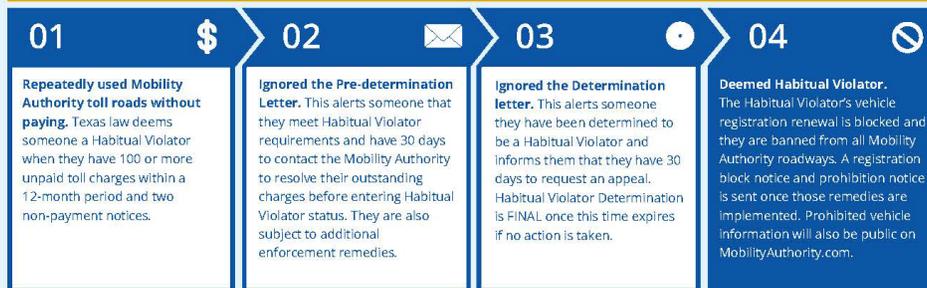
Action requested/Staff Recommendation: Staff affirms that all required steps have been followed and proper notice previously provided to customers determined to be habitual violators. To date, these customers have not appealed this determination or resolved their outstanding balances.

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



Habitual Violator Process



Who is a Habitual Violator?

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

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

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

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

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

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

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



How can I resolve my Habitual Violator status and settle my toll bill balance?

You can pay outstanding tolls and administrative fees with cash, money order or credit card (a payment plan may be available) by: calling the Mobility Authority Customer Service Center at 512-410-0562, online at www.paymobilitybill.com, or in person at our walk-up center.

Why is the Mobility Authority pursuing enforcement remedies?

The vehicle registration block and other toll enforcement actions are intended to encourage tollway drivers to pay for services rendered to ensure fairness to the overwhelming majority of drivers who pay for the service, maintenance and safety of the toll roads.

How will a person be notified that he or she is subject to enforcement remedies?

A notification letter announcing that a person has met the criteria of Habitual Violator is sent to the address in the Texas Department of Motor Vehicles (TTC 372.106) database, allowing 30 days to contact to dispute their determination as a Habitual Violator or address the account balance before remedies are applied. If the Habitual Violator does not make arrangements with the Mobility Authority during this period, they will be subject to all enforcement remedies. Additionally, notification of a registration renewal block is mailed.

Can someone dispute a toll bill?

Yes. You may contact the Mobility Authority to review all outstanding tolls and fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and the block on your registration. Habitual Violators are also given an opportunity to request an administrative hearing with a justice of the peace.

How will I know or be notified that I am subject to a vehicle ban?

Habitual violators subject to vehicle ban will receive notification that they have been banned, including when the ban will take effect and instructions for how to remove their status as a Habitual Violator.

Can I dispute my toll bill that subjects me to the vehicle ban?

Yes. You may contact the Mobility Authority to review all outstanding tolls and administrative fees, correct any errors and arrange for payment to clear your status as a Habitual Violator and remove the vehicle ban.

What happens if I am banned, but get caught driving on a Mobility Authority toll road?

A person commits an offense when operating a vehicle in violation of the ban and is subject to a Class C misdemeanor with a fine up to \$500. A second or subsequent occurrence of driving on the tollway in violation of a ban may result in impoundment of the vehicle.

How will the Mobility Authority know if I'm still driving (after being banned)?

Mobility Authority roads are equipped with technology that recognizes vehicle and license plates on our prohibited list. Individuals operating a prohibited vehicle on Mobility Authority roads will be reported to nearby law enforcement patrolling Mobility Authority roads.

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

RESOLUTION NO. 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 March 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 March 2026.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

LIST OF PROHIBITED VEHICLES

(To be provided at the Board Meeting)



March 25, 2026
AGENDA ITEM #4

Approve a maximum speed limit for the approximately 5.3 mile extension of 183A Toll from Hero Way to just north of State Highway 29 that was constructed as part of the 183A Phase III Project

Strategic Plan Relevance:	Stewardship
Department:	Engineering
Contact:	Mike Sexton, Director of Engineering
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Project Description/Background:

Section 301.014 of the Policy Code requires that guidelines established by Texas Department of Transportation Procedures for Establishing Speed Zones, current edition, will be used in conducting Speed Zone Studies and establishing Speed Limits on authority operated toll roads. The data collected during the Speed Zone Studies are analyzed to determine the 85th Percentile Speed. The 85th Percentile Speed is the speed at which 85% of the traffic at a specific test site is traveling at or slower. The 85th Percentile Speed will be the basis for how the posted speed limit is determined.

In April 2025 the tolled main lanes constructed from approximately Hero Way to north of State Highway (SH) 29 with the 183A Phase III Project were open to traffic. In May 2025, an interim speed limit engineering investigation was conducted. The results of the investigation recommended an interim speed limit of 75 miles per hour and speed limit signs were installed.

In accordance with the TxDOT Procedures for Establishing Speed Zones, when traffic patterns stabilized, Staff had a speed zone study performed on the 183A Toll Phase III limits from approximately Hero Way to north of SH 29. The results of the study

confirmed the interim speed limit of 75 miles per hour.

Financing: N/A

Action requested/Staff Recommendation:

Staff recommends that the Board designate a maximum speed of 75 miles per hour for 183A Toll from approximately Hero Way to north of SH 29.

Backup provided: Draft resolution

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

RESOLUTION NO. 26-0XX

**APPROVING THE MAXIMUM SPEED LIMIT FOR 183A TOLL FROM HERO WAY TO
JUST NORTH OF STATE HIGHWAY 29, CONSTRUCTED AS PART OF
THE 183 PHASE III PROJECT**

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

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

WHEREAS, Section 301.015 of the Mobility Authority Policy Code publishes the speed limits for certain Mobility Authority toll facilities; and

WHEREAS, the Board has reviewed and considered the "183A Phase III Speed Limit Study" dated March 3, 2026, prepared by AtkinsRealis USA, Inc. and on file in the Mobility Authority office; and

WHEREAS, based on the 183A Phase III Speed Limit Study, the Board finds that a maximum speed limit of 75 miles per hour is a safe and reasonable speed for those who travel on the approximately 5.3 mile extension of 183A Toll from Hero Way to just north of State Highway 29 that was constructed as part of the 183A Phase III Project; and

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the 183A Phase III Speed Limit Study and hereby approves the recommended maximum speed limit of 75 miles per hour on the extension of 183A Toll that was constructed as part of the 183A Phase III Project, as set forth in the 183A Phase III Speed Limit Study.

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #5

Approve an agreement with Asphalt
Inc, LLC DBA Lone Star Paving
Company for pavement
rehabilitation on the Mopac Express
Lane

Strategic Plan Relevance:	Stewardship
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	\$325,993.00
Funding Source:	FY2026 Operating Budget R&R Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: The work includes the repair & preservation of the pavement structure through the application of fog seal on the MoPac North Express Lanes from W Parmer Lane to South of Enfield, excluding the section within the limits of 183N project. The MoPac Express Lanes Fog Seal & Surface Repair Project began design in October 2025 as part of the Authority's maintenance program. The work ensures that the MoPac Express lanes continue to operate as a safe and reliable mobility option for the traveling public.

Previous Actions & Brief History of the Program/Project: In June of 2025 the Authority approves the adoption of the FY2026 Operating Budget which included renewal and replacement funds to maintain the Mobility Authority's existing assets. Final Plans were completed and advertised for bids in February 2026.

Construction Contract Procurement Timeline:

- January 26, 2026: Advertised Project
- February 11, 2026: Pre-Bid Meeting
- March 04, 2026: Bid Opening

Bids: 1 bid was received and came in as shown below.

Contractor	Bid Price	Responsive Bid
Asphalt Inc, LLC DBA Lone Star Paving Company	\$325,993.00	Yes

The Engineer's Estimate was \$ 363,742.80.

The bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is Asphalt Inc, LLC DBA Lone Star Paving Company at \$325,993.00.

Financing: FY2026 Operating Budget R&R Funds

Action requested/Staff Recommendation: Staff recommends that the Board approve an agreement with Asphalt Inc, LLC DBA Lone Star Paving Company for pavement rehabilitation on MoPac Express Lanes.

Backup provided: Draft Resolution
Draft Contract

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

RESOLUTION NO. 26-0XX

**APPROVING AN AGREEMENT WITH ASPHALT INC, DBA LONE STAR PAVING
COMPANY FOR PAVEMENT REHABILITATION ON THE MOPAC EXPRESS LANE**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) desires repairs for the preservation of pavement structure utilizing fog seal on the MoPac Express Lanes from W Parmer Lane to South of Enfield, excluding the section within the limits of 183 North Project (MoPac Express Lanes Fog Seal & Surface Repair Project); and

WHEREAS, by Resolution No. 25-035, dated June 25, 2025, the Board of Directors approved the Fiscal Year 2026 Operating Budget which included funds for addressing pavement rehabilitation on the MoPac Express Lanes; and

WHEREAS, the Mobility Authority advertised the MoPac Express Lanes Fog Seal & Surface Repair Project on January 26, 2026, and received one (1) bid by the bid opening on March 4 2026; and

WHEREAS, the bid was reviewed by engineering staff who determined the lowest responsive and responsible bidder to be Asphalt Inc, LLC DBA Lone Star Paving Company; and

WHEREAS, the Executive Director recommends that the Board approve a contract with Asphalt Inc, LLC DBA Lone Star Paving Company for the MoPac Express Lanes Fog Seal & Surface Repair Project in an amount not to exceed \$325,993.00 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves a contract with Asphalt Inc, LLC DBA Lone Star Paving Company for the MoPac Express Lanes Fog Seal & Surface Repair Project in an amount not to exceed \$325,993.00 and hereby authorizes the Executive Director to finalize and execute the contract in the form published in the bid documents attached hereto as Exhibit A.

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

**MoPac Express Lanes Fog Seal and Surface
Repair Project**

CTRMA Contract No.: 26SL122704M

Bid Documents
Addendum #1 – 02/17/2026

Advertisement: January 26, 2026
Pre-Qualification Deadline: 12:00 PM February 13, 2026
Bid Date: 2:00 PM March 4, 2026

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

January 26, 2026

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/69307e0fb78f62d4efd63180/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, March 04, 2026**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have twelve (12) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

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

- Fog Seal
- Traffic Control

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on February 16, 2026 via the project's CivCastUSA website <https://www.civcastusa.com/project/69307e0fb78f62d4efd63180/summary>.

Prequalification requirements:

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

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is February 13, 2026 at Noon.

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

Complete Contract documents will be available on January 26, 2026 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website <https://www.civcastusa.com/project/69307e0fb78f62d4efd63180/summary>.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", September 1, 2024) which form an integral part of

this Contract, are available on line at the Texas Department of Transportation (TxDOT) website (<https://www.txdot.gov/business/resources/txdot-specifications.html>).

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

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

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

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

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

BID DOCUMENT CHECKLIST

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

Bid Document:

- Are you aware if your affiliates are bidding on the same project?
- Are you pre-qualified by TxDOT through the Confidential Questionnaire process and have a bidding capacity of \$1,000,000.
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

Bid Document Preparation:

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

Bid Bonds:

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

Bid Document Submission:

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

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT CONTRACT

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

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within ninety (90) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project within twelve (12) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

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

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

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

Business Name of Bidder _____

Type of Organization Individual
 Partnership
 Corporation

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 4th day of March,
2026, for Contract No. 26SL122704M in connection with the MoPac Express Lanes Fog Seal
and Surface Repair Project; that I executed the said Bid with full authority to do so;

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

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

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

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

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

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

DEBARMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

That I am _____ (Title) of
_____, the Bidder making
the Bid submitted to the Central Texas Regional Mobility Authority, on the 4th day of March,
2026, for Contract No. 26SL122704M in connection with the MoPac Express Lanes Fog Seal and
Surface Repair Project; that I executed the said Bid with full authority to do so;

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

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

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

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

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

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires: _____

CHILD SUPPORT STATEMENT

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



CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

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

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

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

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

This provision applies to a contract that:

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

BID BOND

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

WHEREAS, the Contractor is herewith submitting its Bid for Contract No.
26SL122704M, entitled MoPac Express Lanes Fog Seal and Surface Repair Project, and

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

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

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____
Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

CONTRACT AGREEMENT

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

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 26SL122704M, entitled MoPac Express Lanes Fog Seal and Surface Repair Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

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

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

The Contractor agrees as follows:

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

- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have twelve (12) working days after the date stated in the written Full Notice-to-Proceed to Fully complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

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

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

before me this _____
day of _____, 20__.

By: _____

James Bass
Executive Director

Notary Public

My commission expires:

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

by: _____
Notary Public

My commission expires:

CONTRACTOR:

Business Name

Address

Title

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

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

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

State or County of Incorporation/Formation/Organization: _____

Signature block for a corporation or limited liability company:

Company: _____

By: _____

Printed Name: _____

Title: _____

Additional Requirements:

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

INCUMBENCY CERTIFICATE

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

NAME:

OFFICE:

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

Secretary

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

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

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

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

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

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

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

_____ Dollars

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

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

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

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

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

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

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

(_____) _____
PHONE NUMBER

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

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

RECEIPT OF ADDENDA

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

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

Signature

Date

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

ENGINEER'S SEAL

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



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

Project Number: 26SL122704M

County: Travis

Highway: State Loop 1

GENERAL NOTES:

GENERAL

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

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

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

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

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

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

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

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

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

Project Number: 26SL122704M

County: Travis

Highway: State Loop 1

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

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

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

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

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

Coordinate and obtain approval for all work over existing roadways.

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

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

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

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

ITEM 4 – SCOPE OF WORK

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

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County: Travis

Highway: State Loop 1

ITEM 5 – CONTROL OF THE WORK

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

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

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

Electronic Shop Drawing Submittals:

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

ITEM 6 – CONTROL OF MATERIALS

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

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

PSL in USACE Jurisdictional Area

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

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

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

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

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Contractor Materials from Areas Other than Previously Evaluated Areas. Provide the Mobility Authority with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:

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

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

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

DSHS Asbestos and Demolition Notification

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

Migratory Birds and Bats.

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

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

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

Law Enforcement Personnel.

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

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

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

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

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

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

Back Up Alarm

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

ITEM 8 – PROSECUTION AND PROGRESS

The Contractor will have 12 working days from commencement of construction in the field to have all installations complete. Electronic versions of schedules will be saved in native format and delivered in native and PDF formats.



Working days will be charged based on a seven-day workweek.

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

Provide via email a baseline schedule in Gantt chart format.

Provide via email a 1-week look-ahead schedule in Gantt chart format. Submit weekly by noon on Friday. Designate each activity as night or day shift and include the name of the foreman or contractor. The chart shall have a specific section dedicated solely to lane closures and detours. Each lane closure and detour shall be an individual item on the schedule.

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

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

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Table 1: Lane Closure Assessment Rates

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

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

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

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

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

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

ITEM 9 – MEASUREMENT AND PAYMENT

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

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

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

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

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

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County: Travis

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ITEM 315 – FOG SEAL

Application rate is 0.14 GAL/SY.

Road surface should be swept clean prior to fog seal application in accordance with Item 738 – Cleaning and Sweeping Highways. This work is subsidiary.

Placement shall stay within the travel lane only and be 6” away from pavement markings. In-lane pavement markings shall be covered prior to fog seal application, this work is subsidiary. In-lane pavement markings that are damaged will be replaced by the contractor, and is subsidiary to this item.

In scenarios where the application rate is exceeded, a spill occurs, and/or sand is used during the fog seal application, the contractor shall be responsible for replacing the PFC to restore drainage in accordance with TEX-256-F.

Any appurtenances, including but not limited to, concrete barriers, retaining walls, pavement markings, and raised pavement markers which are affected by the fog seal application shall be cleaned or replaced by the contractor. This work is subsidiary.



The contractor is responsible for assuring that the fog seal mixture is cured prior to re-opening lanes to traffic. A minimum curing time of 24 hours is required for the fog seal mixture after application. If any damage is done to the fog seal application due to insufficient curing time, the area shall be re-sprayed and is considered subsidiary to this Item.



Prior to fog seal work, 2 water flow tests (1 in each direction), shall be performed in accordance with Tex-246-F at locations directed by the Engineer. Testing areas shall be dried prior to fog seal application. After the fog seal has been allowed to cure for 24 hours, contractor to perform 2 water flow tests at the exact same locations as the previous tests. All testing work is subsidiary.

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

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

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

Table 2. Allowable Lane Closure



Roadway	Limits	Allowable Closure Time*
MoPac Express Lanes	5 th Street to Parmer Lane	Friday 9 PM to Monday 5 AM

* Allowable Closure Time includes setup and cleanup time.

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At the contractor's request, the inside SL 1 general purpose lane may be closed between 9PM and 5AM. Delineator posts may be removed to facilitate access to the work area but must be placed back before 5AM. Any delineator posts or bases which are damaged during the fog seal application shall be replaced by the contractor and is subsidiary to this item.

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

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

Law Enforcement Officers required for lane closures.

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

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

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

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

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

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

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

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

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time

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backup (queuing) becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures.

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

1

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

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

ITEM 503 – PORTABLE CHANGEABLE MESSAGE SIGN

1

Provide a minimum of 3 “Electronic” Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operation for the duration of the project. All EPCMS will be exclusive to this project, unless otherwise approved. Placement location and message as directed by the Engineer.

1

Place appropriate number of “Electronic” Portable Changeable Message Signs (EPCMS) at locations requiring lane closures for 10 calendar days prior to the closures, or as directed by the Engineer. Obtain approval for the actual message that will appear on the boards. If more than two phases of a message are required per board, provide additional EPCMS’s to meet the two-phases-per-board requirement. Provide a replacement within 12 hours. EPCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating “NIGHT LANE CLOSURES, BEGINS [INSERT DATE]”.

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

ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

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

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

Central Texas Regional Mobility Authority

MOPAC EXPRESS LANES FOG SEAL AND SURFACE REPAIR PROJECT

CTRMA CONTRACT NO. 26SL122704M

SPECIFICATION LIST

PREFACE:

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

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

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

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

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

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

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

ITEMS 1-9 GENERAL REQUIREMENTS AND COVENANTS

ITEM 315 FOG SEAL (300) (316)

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN

ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

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

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

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

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

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

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

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

SPECIAL PROVISION TO ITEM 002 (002---001---RMA)

SPECIAL PROVISION TO ITEM 003 (003---001---RMA)

SPECIAL PROVISION TO ITEM 004 (004---001---RMA)

SPECIAL PROVISION TO ITEM 004 (004---002---RMA)

SPECIAL PROVISION TO ITEM 005 (005---001---RMA)

SPECIAL PROVISION TO ITEM 006 (006---001---RMA)

SPECIAL PROVISION TO ITEM 007 (007---001---RMA)

SPECIAL PROVISION TO ITEM 008 (008---001)

SPECIAL PROVISION TO ITEM 008 (008---002---RMA)

SPECIAL PROVISION TO ITEM 008 (008---009---RMA)

SPECIAL PROVISION TO ITEM 009 (009---001---RMA)

SPECIAL SPECIFICATIONS:

N/A

GENERAL:

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

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

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

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

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. DEFINITIONS

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision 000

Schedule of Liquidated Damages



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

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

Special Provision to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certified HUBs and DBEs are eligible as SBEs.

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

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

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

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

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

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

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

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

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

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

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

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

- 2.2. **Article B—No SBE Goal.**

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

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

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

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

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

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

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

Special Provision to Item 1

Abbreviations and Responsibilities

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

Article 1. is supplemented with the following:

1.0. General Statement:

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

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

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

CTRMA Central Texas Regional Mobility Authority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.135. State. Central Texas Regional Mobility Authority.

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 2

Instructions to Bidders

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

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

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

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified using Confidential Questionnaire (CQ) process by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$1,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Barath.PasupathyNathan@atkinsrealis.com and Beteseb.Shibikom@atkinsrealis.com and include a phone number, email address and physical address for point of contact.

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

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

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

Special Provision to Item 3

Award and Execution of Contract

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 4

Scope of Work

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

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

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

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

and replace with the following:

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

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

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

Special Provision to Item 4

Scope of Work

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

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

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

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

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

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

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

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

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

Special Provision to Item 5

Control of the Work

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

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

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

Special Provision to Item 6

Control of Materials

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities

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

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

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

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

Special Provision to Item 8

Prosecution and Progress



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

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

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

Special Provision to Item 8

Prosecution and Progress

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

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

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

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

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

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

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

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

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

The progress schedule shall contain the following Administrative Identifier Information:

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

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

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

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

Activity requirements are discussed in further detail as follows:

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

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

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

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

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

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

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

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

Section 8.5.5.2.3 “Progress Schedule” is supplemented by the following

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

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

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

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

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

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

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

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

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

Section 8.5.5.5 Recovery Schedule

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

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

Special Provision to Item 8

Prosecution and Progress

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

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

Begin work within 30 calendar days of Notice to Proceed. Notice to Proceed may be deferred up to 180 days from CTRMA Board award of the contract. Do not begin work before this period unless authorized in writing by the Engineer.

Special Provision to Item 9

Measurement and Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #6

Approve an agreement with Union
Pacific Railroad Company for
reimbursement of preliminary
engineering services for the 290
Extension Project

Strategic Plan Relevance: Collaboration
Department: Engineering
Contact: Mike Sexton, Director of Engineering
Associated Costs: \$25,000
Funding Source: Project Funds
Action Requested: Consider and act on draft resolution

Project Description/Background: The Mobility Authority is currently progressing a schematic design and environmental study for the 290 Extension project. The project extends along US 290 from SH 130 eastward to SH 95 South, and includes improvements to an existing Union Pacific Railroad Company (UPRR) crossing in Elgin, TX. To facilitate the schematic design and environmental study, consultation is required with UPRR to solicit plan review, comment, and concurrence of the schematic crossing design.

As they regularly utilize external engineering consultants to assist their coordination and review activities on all public and private projects, UPRR requires that coordinating parties execute a reimbursement agreement to compensate their external consultants in performance of these services.

Financing: N/A

Action requested/Staff Recommendation: Staff is requesting approval of the draft resolution that will allow the Executive Director, or his designee, to execute the reimbursement agreement.

Backup provided: Draft resolution & Draft Reimbursement Agreement

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

RESOLUTION NO. 26-XX

**APPROVING AN AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY
FOR REIMBURSEMENT OF PRELIMINARY ENGINEERING SERVICES FOR THE
290 EXTENSION PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) is currently progressing schematic design and an environmental study for the 290 Extension Project (the “Project”), which extends along US 290 from SH 130 eastward to SH 95 South and includes improvements to an existing Union Pacific Railroad Company (“UPRR”) crossing in Elgin, Texas; and

WHEREAS, to facilitate the schematic design and environmental study for the Project, consultation with UPRR is required to obtain plan review, comment, and concurrence on the schematic crossing design; and

WHEREAS, UPRR regularly utilizes external engineering consultants to assist with coordination and review activities on public and private projects, and therefore requires that coordinating parties execute a reimbursement agreement to compensate such external consultants for their services; and

WHEREAS, the proposed reimbursement agreement between the Mobility Authority and UPRR will allow UPRR to retain and utilize its external consultants to review and coordinate on the schematic crossing design for the Project, and the Mobility Authority will reimburse UPRR for these preliminary engineering services in an amount not to exceed \$25,000.00; and

WHEREAS, Mobility Authority staff recommends approval of the reimbursement agreement and has requested that the Board authorize the Executive Director, or his designee, to negotiate, execute, and deliver the agreement with UPRR in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the reimbursement agreement with Union Pacific Railroad Company for preliminary engineering services related to the schematic design and environmental study for the 290 Extension Project, in an amount not to exceed \$25,000.00.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Director, or his designee, to take all actions necessary to finalize, execute, and deliver the reimbursement agreement with Union Pacific Railroad Company, in substantially the form attached hereto as Exhibit A.

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad. Approval of any design submittal shall not be construed as consent to the acquisition (or conveyance) of any property interest, nor shall it be interpreted as a representation that any such acquisition (or conveyance) would be compatible with or non-interfering with Union Pacific's current and future railroad operations.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Tiecy Cotton

Printed Name

Title

Manager I, Industry & Public Projects

Title

Exhibit A

Project Description and Location

Project Description

Central Texas Regional Mobility Authority is proposing to develop a schematic and environmental study related to the reconstruction of the existing overpass at the location referenced below

Location

Waco Subdivision

DOT	Crossing Type	Milepost	Street Name
416294P	Public	935.6	US 290

Exhibit B

Scope of Project Services

Scope of work may include, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Jose Hernandez
Title	CFO
Address	3300 N IH-35, Suite 300, Austin, TX 78705
Work Phone	(512) 996-9778
Cell Phone	
Email	jhernandez@ctrma.org
Agency Project No.	



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #7

Accept the financial statements for
February 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 February 2026.

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

Financing: N/A

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

Backup provided: Draft Resolution
Draft financial statements for February 2026

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

RESOLUTION NO. 26-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR FEBRUARY 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 February 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 February 2026, attached hereto as Exhibit A.

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending February 28, 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	142,553,592	73.92%	105,277,870
Video Tolls	68,167,152	31,944,540	46.86%	38,518,005
Fee Revenue	16,644,065	8,904,149	53.50%	9,943,640
Total Operating Revenue	277,664,400	183,402,281	66.05%	153,739,515
Other Revenue				
Interest Income	35,440,000	19,627,415	55.38%	28,852,239
Grant Revenue	-	-	-	595,467
Miscellaneous Revenue	15,000	2,337	15.58%	12,789
Headquarters Rent Revenue	-	149,740	-	81,137
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	21,868,089	61.68%	29,744,858
TOTAL REVENUE	313,119,400	205,270,371	65.56%	183,484,373
EXPENSES				
Salaries and Benefits				
Salary Expense - Regular	5,853,330	3,287,817	56.17%	2,816,190
Salary Reserve	80,000	-	-	-
TCDRS	1,261,493	801,401	63.53%	749,010
FICA	301,224	147,955	49.12%	129,875
FICA MED	84,873	47,210	55.62%	40,329
Health Insurance Expense	854,583	444,980	52.07%	334,749
Life Insurance Expense	4,401	2,603	59.15%	1,813
Auto Allowance Expense	10,200	6,503	63.75%	6,545
Other Benefits	300,617	99,050	32.95%	106,617
Unemployment Taxes	7,200	2,552	35.45%	3,393
Total Salaries and Benefits	8,757,921	4,840,071	55.27%	4,188,521
Administrative				
Administrative and Office Expenses				
Accounting	11,000	7,177	65.25%	6,039
Auditing	187,000	154,375	82.55%	195,713
Financial Advisors	180,000	144,000	80.00%	108,000
Human Resources	100,000	1,401	1.40%	9,060
Legal	30,000	1,180	-	19,287
IT Services	550,000	197,435	35.90%	272,007

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending February 28, 2026

	System Budget Amount FY 2026	System Year to Date	Percent of Budget	System Prior Year to Date
Software Licenses	1,866,000	2,084,304	111.70%	1,556,222
Cell Phones	27,900	17,241	61.80%	13,116
Local Telephone Service	2,500	424	16.98%	1,730
Overnight Delivery Services	200	131	65.69%	17
Copy Machine	15,300	10,176	66.51%	10,176
Repair and Maintenance - General	10,000	-	-	-
Meeting Facilities	2,500	-	-	-
Meeting Expense	16,750	13,322	79.53%	8,018
Toll Tag Expense	3,000	495	16.50%	995
Parking / Local Ride Share	2,750	134	4.87%	257
Mileage Reimbursement	4,950	1,132	22.86%	631
Insurance Expense	1,601,000	881,326	55.05%	648,437
Rent Expense	855,000	602,517	70.47%	512,698
Building Parking	4,000	857	-	1,057
Total Legal Services	473,000	126,537	26.75%	78,700
Total Administrative and Office Expenses	5,942,850	4,244,164	71.42%	3,442,160
Office Supplies				
Books and Publications	4,750	2,384	50.19%	2,384
Office Supplies	7,750	2,239	28.89%	1,094
Miscellaneous Office Equipment	4,500	-	-	-
Computer Supplies	207,600	195,192	94.02%	13,890
Copy Supplies	500	-	-	-
Other Reports - Printing	750	-	-	-
Office Supplies - Printed	5,000	4,404	88.07%	2,394
Postage Expense	1,450	784	54.04%	297
Total Office Supplies	232,300	205,002	88.25%	20,059
Communications and Public Relations				
Print Production	75,000	-	-	-
Website Maintenance	185,000	43,409	23.46%	43,687
Research Services	185,000	-	-	36,165
Communications and Marketing	600,000	294,649	49.11%	184,579
Media Planning and Placement	1,225,000	528,452	43.14%	756,123
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 February 28, 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	-	-	811
Other Communication Expenses	50,000	14,593	29.19%	34,022
Total Communications and Public Relations	2,790,000	908,624	32.57%	1,131,600
Employee Development				
Subscriptions	750	139	18.53%	139
Agency Memberships	89,850	57,719	64.24%	51,024
Continuing Education	15,000	2,125	14.17%	3,384
Professional Development	32,200	30,119	93.54%	7,944
Other Licenses	3,200	616	19.25%	537
Seminars and Conferences	79,100	23,813	30.10%	8,845
Travel	124,500	48,120	38.65%	27,138
Total Employee Development	344,600	162,651	47.20%	99,011
Financing and Banking Fees				
Trustee Fees	65,000	49,000	75.38%	38,000
Bank Fee Expense	12,000	7,013	58.44%	4,573
Continuing Disclosure	-	3,500	-	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	126,813	87.76%	106,673
Total Administrative	9,454,250	5,647,254	59.73%	4,799,503
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	1,423,918	648,239	45.53%	750,984
GEC 2.1 Program Funding Support	273,000	210,989	77.29%	143,399
GEC-Toll Ops Support	1,564,803	733,383	46.87%	1,290,214
GEC-Roadway Ops Support	1,723,022	959,787	55.70%	465,375
GEC-Technology Support	743,076	496,594	66.83%	333,887
GEC-Public Information Support	250,000	194,134	77.65%	141,048
GEC-General Support	1,839,343	2,010,893	109.33%	893,603
General System Consultant	1,977,721	1,632,457	82.54%	1,104,735
Traffic Modeling	121,375	3,428	2.82%	-
Traffic and Revenue Consultant	1,985,000	416,143	20.96%	505,517
Total Operations and Maintenance Consulting	11,901,258	7,306,047	61.39%	5,628,763

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending February 28, 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	2,207,941	51.57%	2,197,828
Landscape Maintenance	3,530,097	1,533,188	43.43%	1,441,045
Maintenance Supplies-Roadway	350,400	88,239	25.18%	55,029
Tools and Equipment Expense	95,000	6,447	6.79%	1,260
Gasoline	30,000	8,633	28.78%	9,883
Repair and Maintenance - Vehicles	10,000	4,364	43.64%	7,822
Natural Gas	-	1,043	-	1,025
Electricity - Roadways	364,125	164,515	45.18%	178,248
Total Roadway Operations and Maintenance	8,660,974	4,014,371	46.35%	3,892,140
Toll Processing and Collection Expense				
Image Processing	1,907,578	1,683,621	88.26%	1,613,931
Tag Collection Fees	15,331,704	9,700,577	63.27%	7,263,826
Court Enforcement Costs	189,080	4,150	2.19%	-
PBM Incentive	500,000	-	-	-
Total Processing and Collection Expense	17,928,362	11,388,348	63.52%	8,877,757
Toll Operations Expense				
Generator Fuel	3,000	2,648	88.26%	523
Fire and Burglar Alarm	500	329	65.79%	329
Refuse	2,900	1,727	59.56%	1,350
Telecommunications	160,000	85,196	53.25%	111,882
Water - Irrigation	9,500	4,153	43.71%	4,783
Electricity	650	-	-	379
ETC Spare Parts Expense	250,000	290,138	116.06%	168,157
Repair and Maintenance Toll Equipment	100,000	70,206	70.21%	420
Law Enforcement	780,037	446,710	57.27%	312,768
ETC Maintenance Contract	6,127,500	3,537,967	57.74%	2,237,079
Transaction Processing Maintenance Contract	2,185,000	1,054,926	48.28%	1,170,102
ETC Toll Management Center System Operation	474,824	378,139	79.64%	403,871
ETC Development	520,000	45,193	8.69%	46,900
ETC Testing	450,000	-	-	-
Total Toll Operations Expense	11,063,911	5,917,331	53.48%	4,458,542
Total Operations and Maintenance	49,554,505	28,626,097	57.77%	22,857,202
Other Expenses				
Special Projects and Contingencies				
HERO	1,677,351	939,222	55.99%	-
Special Projects	250,000	-	-	-

Central Texas Regional Mobility Authority
System Income Statement
For the Period Ending February 28, 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	1,008,534	65.07%	1,125,439
Customer Relations	10,000	-	-	-
Technology Initiatives	75,000	-	-	-
Other Contractual Services	325,000	107,250	33.00%	119,500
Contingency	200,000	-	-	-
Total Special Projects and Contingencies	4,087,351	2,055,005	50.28%	1,244,939
TOTAL OPERATING EXPENSE	71,854,027	41,168,428	57.29%	33,090,165
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	1,420,000	942,575	66.38%	946,118
Amortization Expense - RTU Asset - Leases	429,000	343,168	79.99%	343,168
Amortization Expense - Refundings	7,500,000	4,423,326	58.98%	4,468,857
Total Amortization Expense	9,349,000	5,709,069	61.07%	5,758,143
Depreciation Expense				
Depreciation Expense - Equipment	4,400	17,361	394.56%	-
Depreciation Expense - Autos and Trucks	21,000	9,202	43.82%	16,472
Depreciation Expense - Building and Toll Facility	177,000	117,832	66.57%	117,832
Depreciation Expense - Highways and Bridges	55,000,000	35,203,558	64.01%	31,372,061
Depreciation Expense - Toll Equipment	3,700,000	2,612,854	70.62%	1,968,937
Depreciation Expense - Signs	823,000	426,269	51.79%	604,521
Depreciation Expense - Land Improvements	543,000	361,549	66.58%	361,549
Total Depreciation Expense	60,268,400	38,748,625	64.29%	34,441,372
TOTAL NON-CASH EXPENSE	69,617,400	44,457,694	63.86%	40,199,515
Operating Income	171,647,973	119,644,249	69.70%	110,194,693
Non-Operating Expenses				
Bond Issuance Expense	-	2,513,349	-	-
Interest Expense - Debt Obligations	97,658,977	47,782,080	48.93%	61,536,443
Interest Expense - Right to Use Assets	6,200	-	-	-
Arbitrage Expense	-	309,411	-	-
Headquarters Expenses	512,080	277,875	54.26%	51,686
Community Initiatives	600,000	258	0.04%	211,791
Total Non-Operating Expenses	98,777,257	50,882,973	51.51%	61,799,921
TOTAL EXPENSES	240,248,684	136,509,095	56.82%	135,089,601
Net Income	72,870,716	68,761,276	94.36%	48,394,772

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending February 28, 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	14,649,541	82.55%	10,260,772
Video Tolls	5,422,828	2,943,498	54.28%	3,315,109
Fee Revenue	518,855	273,310	52.68%	368,373
Total Operating Revenue	23,687,800	17,866,348	75.42%	13,944,253
Other Revenue				
Interest Income	560,000	685,017	122.32%	719,150
Total Other Revenue	560,000	685,017	122.32%	719,150
TOTAL REVENUE	24,247,800	18,551,365	76.51%	14,663,404
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	-	402	-	-
Total Financing and Banking Fees	-	402	-	-
Total Administrative	92,500	5,807	6.28%	3,600
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC - Trust Indenture Support	50,735	222,469	438.49%	275,327
GEC 2.1 Program Funding Support	27,000	51,319	190.07%	40,108
GEC-Toll Ops Support	86,553	35,983	41.57%	69,113
GEC-Roadway Ops Support	138,978	222,576	160.15%	168,242
GEC-Technology Support	39,224	121,423	309.56%	88,071
GEC-General Support	306,557	196,531	64.11%	125,713
General System Consultant	108,279	105,050	97.02%	72,775
Traffic Modeling	3,625	686	18.91%	-
Traffic and Revenue Consultant	-	188,229	-	8,054
Total Operations and Maintenance Consulting	760,951	1,144,266	150.37%	847,403

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending February 28, 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	264,498	43.64%	404,840
Landscape Maintenance	427,411	248,988	58.25%	240,854
Maintenance Supplies-Roadway	49,600	13,720	27.66%	13,765
Natural Gas	10,000	5,553	55.53%	5,622
Electricity - Roadways	10,875	14,768	135.80%	14,941
Total Roadway Operations and Maintenance	1,103,922	547,527	49.60%	680,021
Toll Processing and Collection Expense				
Image Processing	143,382	52,946	36.93%	-
Tag Collection Fees	1,230,770	672,324	54.63%	511,195
Court Enforcement Costs	10,920	-	-	-
Total Processing and Collection Expense	1,385,072	725,270	52.36%	511,195
Toll Operations Expense				
Telecommunications	-	354	-	5,205
Water - Irrigation	-	1,571	-	1,029
Law Enforcement	44,963	-	-	-
ETC Maintenance Contract	322,500	123,342	38.25%	414,647
Transaction Processing Maintenance Contract	115,000	57,474	49.98%	74,898
ETC Toll Management Center System Operation	12,176	30,501	250.50%	42,529
Total Toll Operations Expense	494,639	213,242	43.11%	538,308
Total Operations and Maintenance	3,744,584	2,630,304	70.24%	2,576,926
Other Expenses				
Special Projects and Contingencies				
HERO	96,873	121,800	125.73%	120,402
Total Special Projects and Contingencies	96,873	121,800	125.73%	120,402
TOTAL OPERATING EXPENSE	3,933,957	2,757,911	70.11%	2,700,928
Non-Cash Expenses				
Amortization Expense				
Amortization Expense - Intangible Software	32,000	11,328	35.40%	25,536
Total Amortization Expense	32,000	11,328	35.40%	25,536

Central Texas Regional Mobility Authority
MoPac Income Statement
For the Period Ending February 28, 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	3,643,322	66.24%	3,643,322
Depreciation Expense - Toll Equipment	440,000	292,525	66.48%	292,525
Depreciation Expense - Signs	29,000	19,033	65.63%	19,033
Total Depreciation Expense	5,969,000	3,954,880	66.26%	3,954,880
TOTAL NON-CASH EXPENSE	6,001,000	3,966,208	66.09%	3,980,416
Operating Income	14,312,843	11,827,246	82.63%	7,982,059
Non-Operating Expenses				
Interest Expense - Debt Obligations	702,389	455,200	64.81%	485,416
CAMPO RIF Payment	10,000,000	10,000,000	100.00%	10,000,000
Total Non-Operating Expenses	10,702,389	10,455,200	97.69%	10,485,416
TOTAL EXPENSES	20,637,346	17,179,320	83.24%	17,166,760
Net Income	3,610,454	1,372,045	38.00%	(2,503,357)

Central Texas Regional Mobility Authority
Balance Sheet
as of February 28, 2026

	System as of 2/28/26	MoPac as of 2/28/26	Consolidated as of 2/28/26	Consolidated as of 2/28/25
ASSETS				
Current Assets				
Cash				
Regions Operating Account	66,783	-	66,783	147,841
Cash in TexStar	279,358	-	279,358	1,076,589
Regions Payroll Account	125,667	-	125,667	116,143
Restricted Cash				
Goldman Sachs FSGF 465	543,983,785	-	543,983,785	408,839,297
Restricted Cash - TexSTAR	25,071,280	-	25,071,280	28,163,699
Treasury SLGS	90,013,651	-	90,013,651	173,921,477
Non-System Cash				
MoPac Operating Account	-	8,247	8,247	-
MoPac - Goldman Sachs	-	30,313,390	30,313,390	22,947,494
Headquarters Operating Account	3,357	-	3,357	3,357
Headquarters Security Deposits	28,900	-	28,900	28,897
Headquarters Property Management	22,303	-	22,303	45,542
Total Cash and Cash Equivalents	659,595,083	30,321,637	689,916,720	635,290,337
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	256,406	-	256,406	373,809
Due From NTTA	2,911,855	-	2,911,855	2,030,117
Due From HCTRA	15,950,126	-	15,950,126	11,831,410
Due From TxDOT	283,373	177,874	461,247	9,607,967
Due From Other Funds	-	1,386,173	1,386,173	2,097,919
Interest Receivable	580,869	-	580,869	726,374
Total Receivables	31,993,325	2,748,406	34,741,730	33,646,591
Short Term Investments				
Treasuries	45,279,200	-	45,279,200	11,882,736
Agencies	105,000,000	-	105,000,000	140,000,000
Total Short Term Investments	150,279,200	-	150,279,200	151,882,736
Total Current Assets	841,867,608	33,070,043	874,937,651	820,819,664
Capital Assets				
Non-Depreciable Assets				
Construction in Progress	526,453,309	3,818,292	530,271,600	598,675,385
Land	972,235	-	972,235	-
Right of Way	88,149,606	-	88,149,606	88,149,606
Depreciable Assets - Net Depreciation and Amortization				
Equipment	108,504	-	108,504	-

Central Texas Regional Mobility Authority

Balance Sheet

as of February 28, 2026

	System as of 2/28/26	MoPac as of 2/28/26	Consolidated as of 2/28/26	Consolidated as of 2/28/25
Autos and Trucks	83,030	-	83,030	62,319
Buildings and Toll Facilities	3,758,633	-	3,758,633	17,274,683
Highways and Bridges	1,637,626,163	177,647,397	1,815,273,560	1,645,981,806
Toll Equipment	24,256,635	1,097,927	25,354,562	24,072,898
Signs	10,046,030	147,691	10,193,721	10,866,852
Land Improvements	3,840,557	-	3,840,557	4,382,881
Intangible Assets				
Intangible Software	3,530,730	42,434	3,573,164	5,004,019
Right to Use Assets				
Leases	85,792	-	85,792	600,545
Total Capital Assets	2,298,911,224	182,753,741	2,481,664,965	2,395,070,994
Other Assets				
Intangible Assets-Net	138,091,406	-	138,091,406	158,266,518
Headquarters Prepaid Lease Rent	-	-	-	13,939
Prepaid Insurance	828,337	-	828,337	576,256
Deferred Outflows (Pension & OPEB related)	2,023,955	-	2,023,955	2,384,338
Total Other Assets	140,943,697	-	140,943,697	161,241,050
Total Assets	3,281,722,529	215,823,784	3,497,546,313	3,377,131,708
LIABILITIES				
Current Liabilities				
Accounts Payable	12,836,846	723,283	13,560,129	16,144,325
Headquarters Security Deposits Payable	28,897	-	28,897	45,802
Headquarters Prepaid Rent	20,049	-	20,049	-
Interest Payable	12,973,159	112,403	13,085,562	13,492,301
Due to Other Funds	1,386,173	-	1,386,173	2,097,919
TCDRS Payable	100,203	-	100,203	91,168
Due to other Agencies	7,294	-	7,294	14,787
Due to HCTRA	1,057,644	-	1,057,644	790,083
71E TxDOT Obligation - Short Term	1,639,793	-	1,639,793	1,833,096
Total Current Liabilities	30,050,059	835,686	30,885,745	34,509,481
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 February 28, 2026

	System as of 2/28/26	MoPac as of 2/28/26	Consolidated as of 2/28/26	Consolidated as of 2/28/25
Bonds Payable				
Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	94,346,857	-	94,346,857	103,630,233
Senior Lien Revenue Bonds 2011	-	-	-	6,956,926
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	3,986,924	-	3,986,924	5,761,299
Senior Lien Revenue Bond Premium 2018	2,198,375	-	2,198,375	2,442,200
Senior Lien Revenue Bond Premium 2020A	10,427,916	-	10,427,916	10,747,138
Senior Lien Refunding Bond Premium 2020B	9,809,713	-	9,809,713	10,344,788
Senior Lien Revenue Bonds Premium 2020E	19,566,171	-	19,566,171	21,281,558
Senior Lien Revenue Bonds Premium 2021B	50,862,630	-	50,862,630	51,892,006
Senior Lien Refunding Bonds Premium 2021D	41,650,266	-	41,650,266	42,936,770
Senior Lien Refunding Bonds Premium 2025A	10,765,656	-	10,765,656	-
Total Senior Lien Revenue Bonds	1,531,314,508	-	1,531,314,508	1,604,977,918
Sub Lien Revenue Bonds:				
Subordinate Lien Refunding Bonds 2016	-	-	-	66,285,000
Subordinate Lien Refunding Bonds 2020D	37,285,000	-	37,285,000	89,345,000
Subordinate Lien Refunding Bonds 2020G	61,570,000	-	61,570,000	61,570,000
Subordinate Lien Refunding Bonds 2025B	97,470,000	-	97,470,000	-
Subordinate Lien BANs 2021C	244,185,000	-	244,185,000	244,185,000
Subordinate Refunding 2016 Premium/Discount	-	-	-	3,784,661
Subordinate Lien Refunding Bonds Premium 2020G	5,686,990	-	5,686,990	6,090,961
Subordinate Lien BANs 2021C Premium	6,343,064	-	6,343,064	13,954,742
Subordinate Lien Refunding Bonds 2025B Premium	10,796,495	-	10,796,495	-
Total Sub Lien Revenue Bonds	463,336,550	-	463,336,550	485,215,364

Central Texas Regional Mobility Authority
Balance Sheet
as of February 28, 2026

	System as of 2/28/26	MoPac as of 2/28/26	Consolidated as of 2/28/26	Consolidated as of 2/28/25
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	2,510,823,656	21,090,900	2,531,914,556	2,527,716,785
Total Liabilities	2,540,873,715	21,926,586	2,562,800,301	2,562,226,266
NET ASSETS				
Net Assets Beginning	672,087,571	192,525,120	864,612,691	769,014,026
Current Year Operations	68,761,243	1,372,078	70,133,321	45,891,415
Total Net Assets	740,848,814	193,897,198	934,746,012	814,905,441
Total Liabilities and Net Assets	3,281,722,529	215,823,784	3,497,546,313	3,377,131,708

Statement of Cash Flows
For the Month Ending February 28, 2026

	System	MoPac	Consolidated Total
Cash flows from operating activities:			
Receipts from toll fees	\$ 200,247,247	\$ 18,162,973	\$ 218,410,220
Receipts from other income	1,962,163	-	1,962,163
Payments to vendors	(68,532,622)	(3,382,115)	(71,914,737)
Payments to employees	(4,873,460)	-	(4,873,460)
Net cash flows provided by operating activities	\$ 128,803,328	\$ 14,780,858	\$ 143,584,186
Cash flows from capital and related financing activities:			
Payments on interest	\$ (68,694,961)	\$ (702,389)	\$ (69,397,350)
Payments on obligations	(74,838,529)	(1,400,000)	(76,238,529)
RIF Contribution	-	(10,000,000)	(10,000,000)
Bond Issuance Expense	(2,513,349)	-	(2,513,349)
Payments for construction in progress	(85,886,085)	(1,060,975)	(86,947,060)
Net cash flows used in capital and related financing activities	\$ (231,932,924)	\$ (13,163,364)	\$ (245,096,288)
Cash flows from investing activities:			
Interest income	\$ 20,316,708	\$ 685,017	\$ 21,001,725
Purchase of investments	(149,758,260)	-	(149,758,260)
Proceeds from sale or maturity of investments	169,271,260	-	169,271,260
Net cash flows provided by investing activities	\$ 39,829,708	\$ 685,017	\$ 40,514,725
Net decrease in cash and cash equivalents	\$ (63,299,888)	\$ 2,302,511	\$ (60,997,377)
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	<u>\$ 659,595,112</u>	<u>\$ 30,321,605</u>	<u>\$ 689,916,717</u>
Reconciliation of change in net position to net cash provided by operating activities:			
Operating Income	\$ 119,644,249	\$ 11,827,246	\$ 131,471,495
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:			
Depreciation and amortization	44,457,694	3,966,208	48,423,902
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	13,559,882	(736,793)	12,823,089
Increase in prepaid expenses and other assets	(534,617)	-	(534,617)
Increase/(Decrease) in accounts payable	(33,411,852)	(624,204)	(34,036,056)
Increase/(Decrease) in accrued expenses	(17,921,646)	(685,017)	(18,606,663)
Total adjustments	\$ 9,159,079	\$ 2,953,612	\$ 12,112,691
Net cash flows provided by operating activities	\$ 128,803,328	\$ 14,780,858	\$ 143,584,186
Reconciliation of cash and cash equivalents:			
Unrestricted cash and cash equivalents	\$ 332,061,676	\$ 29,485,919	\$ 361,547,595
Restricted cash and cash equivalents: Current	25,810,005	835,686	26,645,691
Restricted cash and cash equivalents: Noncurrent	301,723,431	-	301,723,431
Total	\$ 659,595,112	\$ 30,321,605	\$ 689,916,717

CTRMA INVESTMENT REPORT
Month Ending February 28, 2026

	Balance 2/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 2/28/2026	Rate February 2026
Amount in Trustee TexStar							
General Fund	10,819,610.85	30,515.94				10,850,126.79	3.68%
Trustee Operating Fund	14,867,143.50	31,460.83		(4,000,000.00)		10,898,604.33	3.68%
Renewal and Replacement	8.70					8.70	3.68%
TxDOT Grant Fund	534,506.36	1,507.51				536,013.87	3.68%
Senior Lien Debt Service Reserve Fund	454,298.93	1,281.33				455,580.26	3.68%
2015 Senior Series B Project	411,430.61	1,160.40				412,591.01	3.68%
2015C TIFIA Project acct	817,371.94	2,305.35				819,677.29	3.68%
2018 290E III Senior Project	1,095,587.47	3,090.04				1,098,677.51	3.68%
	28,999,958.36	71,321.40	-	(4,000,000.00)	-	25,071,279.76	
Amount in TexStar Operating Fund							
	522,307.71	7,050.12		4,000,000.00	4,250,000.00	279,357.83	3.68%
Goldman Sachs							
Operating Fund	6,389,216.92	19,291.04	171,741.34		142,572.83	6,437,676.47	3.59%
2010 Senior DSF	955,226.73	1,381.45				956,608.18	3.59%
2011 Senior Lien Debt Service Acct	8,540.57	311.66				8,852.23	3.59%
2013 Senior Lien Debt Service Fund	47,018.51	144.41				47,162.92	3.59%
2013 Sub Debt Service Reserve Fund	403,108.23	1,292.82				404,401.05	3.59%
2013 Subordinate Debt Service Fund	37,005.05	113.65				37,118.70	3.59%
2015A Sr Lien Debt Service	124,005.51	562.83		(124,568.34)		-	3.59%
2015B Project	2,688,511.25	8,262.42			2,628.67	2,694,145.00	3.59%
2015C TIFIA Project	44,210,998.07	135,790.37				44,346,788.44	3.59%
2016 Sr Lien Rev Refunding Debt Service	970,250.12	3,632.80				973,882.92	3.59%
2016 Sub Lien Rev Refunding Debt Service	1,019,102.65	3,234.37		(1,022,337.02)		-	3.59%
2016 Sub Lien Rev Refunding DSR	334,760.41	1,026.91				335,787.32	3.59%
2018 290E III Senior Project	4,577,138.38	14,870.90			161,389.38	4,430,619.90	3.59%
2018 Senior Debt Service Fund 290E III	274,064.80	284.06				274,348.86	3.59%
2020A Senior Lien Debt Service Account	310,354.49	319.05				310,673.54	3.59%
2020B Senior Lien Debt Service Fund	282,528.57	274.50				282,803.07	3.59%
2020C Senior Lien Debt Service Fund	731,812.29	958.06				732,770.35	3.59%
2020D Sub Debt Service Reserve Fund	4,195,652.53	12,878.68				4,208,531.21	3.59%
2020D Sub Lien Debt Service Fund	743,580.71	1,448.04				745,028.75	3.59%
2020E Sr Lien Debt Service	550,266.07	378.13				550,644.20	3.59%
2020E Sr Lien Project	147,149.90	1,147.49			143,618.72	4,678.67	3.59%
2020E Sr Ln Project Cap I	452,361.99	1,506.97				453,868.96	3.59%
2020F Sub Lien Debt Service Fund	37,969.61	116.58				38,086.19	3.59%
2020G Sub Debt Service Reserve Fund	4,667,438.72	14,330.56				4,681,769.28	3.59%
2020G Sub Lien Debt Service Acct	216,268.39	180.20				216,448.59	3.59%
2021A TIFIA Sub Lien Debt Serv Reserve	22,949,102.59	70,461.24				23,019,563.83	3.59%

CTRMA INVESTMENT REPORT
Month Ending February 28, 2026

	Balance 2/1/2026	Accrued Interest	Additions	Cash Transfers	Withdrawals	Balance 2/28/2026	Rate February 2026
2021A TIFIA Sub Lien Debt Service Acct 183S	652,819.76	549.62				653,369.38	3.59%
2021A TIFIA Sub Lien Debt Service Acct Manor	75,974.27	63.96				76,038.23	3.59%
2021B Senior Lien Cap I Debt Service	981,343.93	792.89				982,136.82	3.59%
2021B Senior Lien Cap I Debt Service Acct	31.59	1.09				32.68	3.59%
2021B Senior Lien Cap I Project Fund	15,617,785.76	47,951.70				15,665,737.46	3.59%
2021B Senior Lien Project	(634,353.08)	9,142.99	6,000,000.00		5,339,280.41	35,509.50	3.59%
2021C Sub Lien Cap I Project Fund	1,562.94	4.80				1,567.74	3.59%
2021C Sub Lien Debt Service Fund	1,034,425.60	861.93				1,035,287.53	3.59%
2021C Sub Lien Project	2,278,243.90	6,994.95				2,285,238.85	3.59%
2021D Senior Lien Debt Service Fund	991,757.06	855.63				992,612.69	3.59%
2021E Senior Lien Debt Service Fund	1,200,980.86	1,868.56				1,202,849.42	3.59%
2025A Sr Debt Service Fund	1,296,041.25	277.51				1,296,318.76	3.59%
2025B Debt Service Reserve Fund	9,762,631.51	29,985.36				9,792,616.87	3.59%
2025B Sub Debt Service Fund	580,005.63	134.98				580,140.61	3.59%
TxDOT Grant Fund	1,281,897.79	3,935.61				1,285,833.40	3.59%
TxDOT Reimb - US 183N 4th GP Lane	48,755,238.89	135,552.79	10,267,652.77			59,158,444.45	3.59%
Renewal and Replacement	3.74	52.20		23,320.00	23,374.37	1.57	3.59%
Revenue Fund	1.00	12,383.38	20,687,216.09	(850,483.76)		19,849,116.71	3.59%
General Fund	189,514,587.05	560,597.70	362,638.89	(23,320.00)	1,233,194.35	189,181,309.29	3.59%
Senior Lien Debt Service Reserve Fund	110,041,241.71	337,966.06				110,379,207.77	3.59%
71E Revenue Fund	52,259,937.30	158,770.88	250,479.37	806,015.45	20,137,046.40	33,338,156.60	3.59%
MoPac Revenue Fund	79,873.93	3,163.39	258,417.31	(341,454.63)		-	3.59%
MoPac General Fund	23,585,954.75	67,851.54		951,626.91	14,965.43	24,590,467.77	3.59%
MoPac Operating Fund	4,458,630.91	12,528.47	155,120.47	400,000.00	433,782.96	4,592,496.89	3.59%
MoPac Loan Repayment Fund	946,767.28	2,456.22		181,201.39		1,130,424.89	3.59%
	562,086,818.39	1,688,943.40	38,153,266.24	-	27,631,853.52	574,297,174.51	

Amount in Fed Agencies and Treasuries

Total in Pools - TxStar	29,522,266.07	78,371.52	-	-	4,250,000.00	25,350,637.59
Total in Goldman Sachs FSGF	562,086,818.39	1,688,943.40	38,153,266.24	-	27,631,853.52	574,297,174.51
Total in Treasury SLGS	317,600,000.00	11,513,651.31	-	-	239,100,000.00	90,013,651.31
Total in Fed Agencies and Treasuries	130,279,200.00	-	20,000,000.00	-	-	150,279,200.00
Total Invested	1,039,488,284.46	13,280,966.23	58,153,266.24	-	270,981,853.52	839,940,663.41

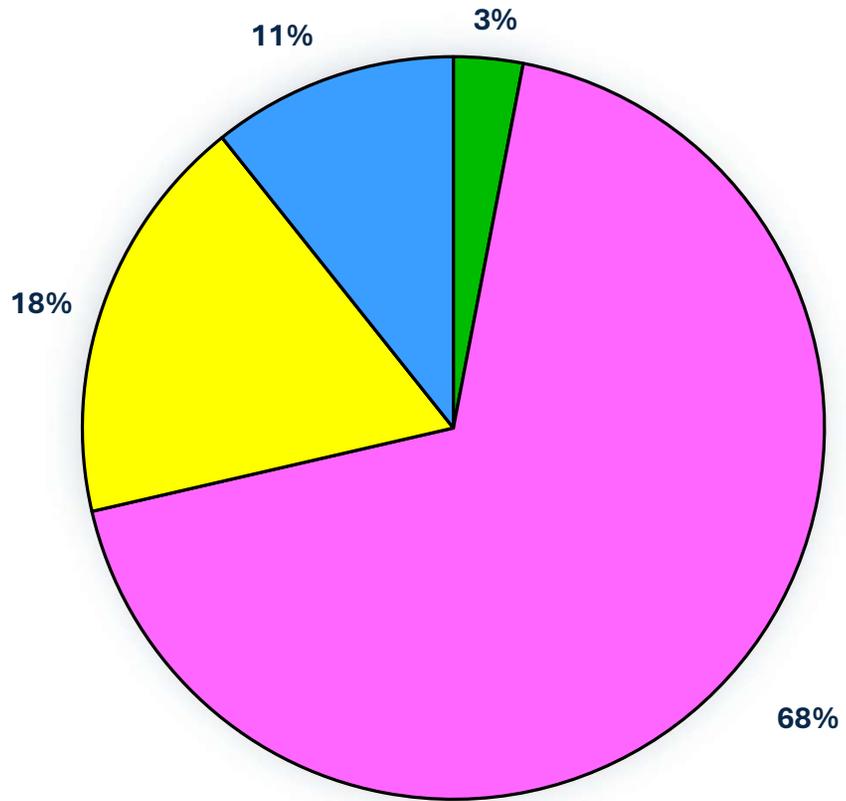
All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

José Hernández, CFO
Ann Zigmond, Controller

CTRMA INVESTMENT REPORT BY FUND
Month Ending February 28, 2026

Fund	TexSTAR	TexSTAR- Trustee	Goldman Sachs	Agencies / Treasuries / SLGS	Balance
Renewal and Replacement Fund	8.70		1.57		10.27
Grant Fund	536,013.87		1,285,833.40	10,000,000.00	11,821,847.27
TxDOT Reimb - US 183N 4th GP Lane			59,158,444.45		59,158,444.45
Senior Debt Service Reserve Fund	455,580.26		110,379,207.77		110,834,788.03
2010 Senior Lien Debt Service			216,448.59		216,448.59
2011 Sr Debt Service			23,019,563.83		23,019,563.83
2013 Sr Debt Service			653,369.38		653,369.38
2013 Sub Debt Service			982,136.82		982,136.82
2013 Sub Debt Service Reserve Fund			76,038.23		76,038.23
2021C Sub Lien Cap I Project Fund			1,567.74		1,567.74
2021C Sub Lien Project			2,285,238.85		2,285,238.85
Operating Fund	10,898,604.33	279,357.83	6,437,676.47		17,615,638.63
Revenue Fund			19,849,116.71		19,849,116.71
General Fund	10,850,126.79		189,181,309.29	120,279,200.00	320,310,636.08
71E Revenue Fund			33,338,156.60	20,000,000.00	53,338,156.60
MoPac General Fund			24,590,467.77		24,590,467.77
MoPac Operating Fund			4,592,496.89		4,592,496.89
MoPac Loan Repayment Fund			1,130,424.89		1,130,424.89
2015B Project	412,591.01		15,665,737.46		16,078,328.47
2015 TIFIA Project	819,677.29		35,509.50		855,186.79
2018 Sr Lien Debt Service			992,612.69		992,612.69
2018 Sr Lien Project	1,098,677.51		1,202,849.42		2,301,526.93
2020A Senior Lien Debt Service			956,608.18		956,608.18
2020B Senior Lien Debt Service			8,852.23		8,852.23
2020C Senior Lien Debt Service			47,162.92		47,162.92
2020D Sub Lien Debt Service			404,401.05		404,401.05
2020D Sub Debt Service Reserve Fund			37,118.70		37,118.70
2020E Senior Lien Project			-	55,150,706.12	55,150,706.12
2020E Senior Lien Project Cap Interest			2,694,145.00		2,694,145.00
2020F Sub Lien Project			44,346,788.44		44,346,788.44
2020F Sub Lien Deb Service			973,882.92		973,882.92
2020G Sub Lien Debt Service Reserve			335,787.32		335,787.32
2021A Sub Lien Debt Service Reserve			4,430,619.90		4,430,619.90
2021A Sub Debt Service			585,022.40		585,022.40
2021B Senior Lien Cap I Project Fund			282,803.07		282,803.07
2021B Senior Lien Cap I Debt Service			4,208,531.21		4,208,531.21
2021B Senior Lien Project			732,770.35	28,813,570.94	29,546,341.29
2021B Senior Lien Cap I Debt Service Acct			745,028.75		745,028.75
2021C Sub Lien Cap I Project Fund			550,644.20		550,644.20
2021C Sub Lien Project			4,678.67	6,049,374.25	6,054,052.92
2021C Sub Lien Debt Service			453,868.96		453,868.96
2021D Senior Lien Debt Service			38,086.19		38,086.19
2021E Senior Lien Debt Service			4,681,769.28		4,681,769.28
2025A Sr Debt Service Fund			1,296,318.76		1,296,318.76
2025B Sub Debt Service Fund			9,792,616.87		9,792,616.87
2025B Sebt Service Reserve Fund			580,140.61		580,140.61
Totals	25,071,279.76	279,357.83	574,297,174.51	240,292,851.31	839,940,663.41

CTRMA ALLOCATION OF FUNDS
Month Ending February 28, 2026



- Total in Pools
- Total in Money Market
- Total in Fed Agencies
- Total in SLG's

CTRMA INVESTMENTS
Month Ending February 28, 2026

Fund	Agency	Yield to Maturity	Purchased	Matures	Market Value	Cost /			Accrued Interest	Interest Earned
						Book Value	Book Value	Maturity Value		
GENERAL	Treasury	4.10%	5/20/2025	6/30/2026	20,099,200	20,112,000	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	25,000,000		362,639
GENERAL	FAMC	3.72%	9/10/2025	9/15/2026	49,972,000	50,000,000	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	10,000,000		
GENERAL	Treasury	3.80%	7/1/2025	12/31/2026	25,149,500	25,162,000	25,162,000	25,000,000		531,250
71E REVENUE	FAMC	3.54%	2/18/2026	2/23/2027	20,000,000	20,000,000	20,000,000	20,000,000		
Totals					150,207,450	150,274,000	150,274,000	150,000,000	360,290	1,818,889

State and Local Government Series (SLGS)
Month Ending February 28, 2026

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	549,374.25	29,500,000	6,049,374.25
2021BPROJ	SLGS	1.831%	4.18%	4/23/2024	210,000,000	210,000,000	9,313,570.94	190,500,000	28,813,570.94
2020E PRJ	SLGS	1.831%	4.18%	4/1/2025	72,600,000	72,600,000	1,650,706.12	19,100,000	55,150,706.12
Totals					317,600,000	317,600,000	11,513,651.31	239,100,000	90,013,651.31



PERFORMANCE

As of February 28, 2026

Current Invested Balance	\$ 14,876,805,793.89
Weighted Average Maturity (1)	36 Days
Weighted Average Life (2)	96 Days
Net Asset Value	1.000077
Total Number of Participants	1151
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$ 42,982,257.96
Management Fee Collected	\$ 690,074.36
% of Portfolio Invested Beyond 1 Year	7.90%
Standard & Poor's Current Rating	AAAm

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

February Averages

Average Invested Balance	\$ 14,993,861,201.27
Average Monthly Yield, on a simple basis	3.6770%
Average Weighted Maturity (1)	34 Days
Average Weighted Life (2)	92 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 entity who joined the TexSTAR program in February:

* Coleman County Appraisal District

HOLIDAY REMINDER

In observance of Good Friday, **TexSTAR will be closed Friday, April 3, 2026**. All ACH transactions initiated on Thursday, April 2nd will settle on Monday, April 6th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

ECONOMIC COMMENTARY

Market review

February's data painted a mixed macro picture. Headline labor prints were solid, but backward revisions tempered the underlying trend. Inflation moderated in January as energy prices fell. However, geopolitical tensions and the Supreme Court's decision on IEEPA tariffs pushed uncertainty higher, even as growth hovered modestly above trend.

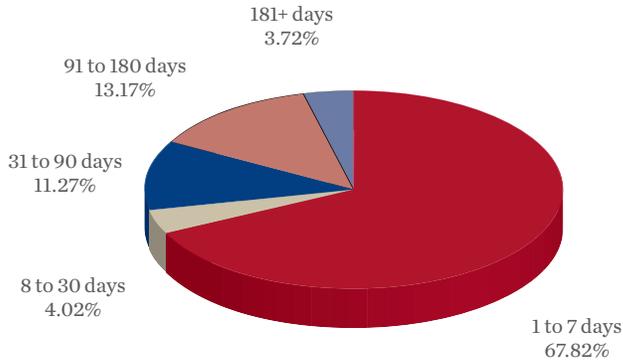
The month opened with a solid January labor report: nonfarm payrolls rose by 130,000 versus a 68,000 consensus, causing the three month and six month averages to step up to 73,000 and 14,000, respectively, even as gains remained narrowly concentrated in education and healthcare and prior months were revised downward. Benchmark revisions also showed the U.S economy created 862,000 fewer jobs in the 12 months through March 2025 than previously estimated, softening the earlier trend. Wage signals were mixed—total private wages rose 0.4% month-over-month (m/m) and 3.7% year-over-year (y/y), but December was revised down to 0.1% m/m—while the unemployment rate edged 10 basis points (bps) lower to 4.3%. The balance points to a still resilient but continued “low hire, low fire” labor market.

Two days later, the January CPI report looked encouraging at first glance. Headline and core inflation eased to 2.4% y/y and 2.5% y/y, respectively, with headline CPI surprising to the downside on a sharp drop in gasoline prices. Under the surface, however, price pressures were uneven. Core goods were flat for the second month, due largely to declines in used auto prices. Excluding autos, core goods rose 0.4% m/m. Core services increased 0.4% m/m, but excluding rent and owners' equivalent rent—both dampened by shutdown related adjustments—services prices climbed a firmer 0.6% m/m.

(continued page 4)

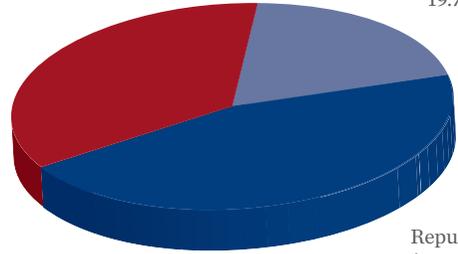
INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF FEBRUARY 28, 2026



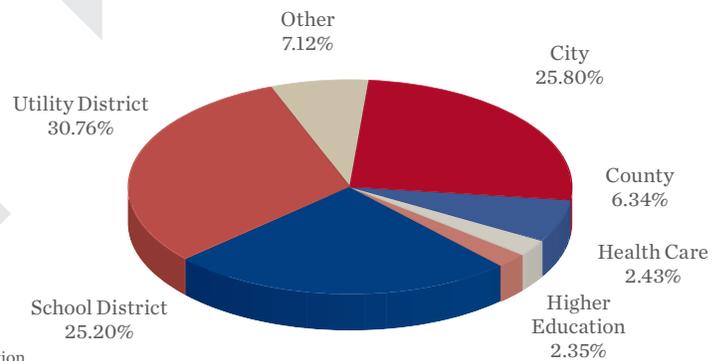
Treasuries
35.08%

Agencies
19.78%



Repurchase
Agreements
45.14%

PORTFOLIO BY MATURITY AS OF FEBRUARY 28, 2026 (1)



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

HISTORICAL PROGRAM INFORMATION

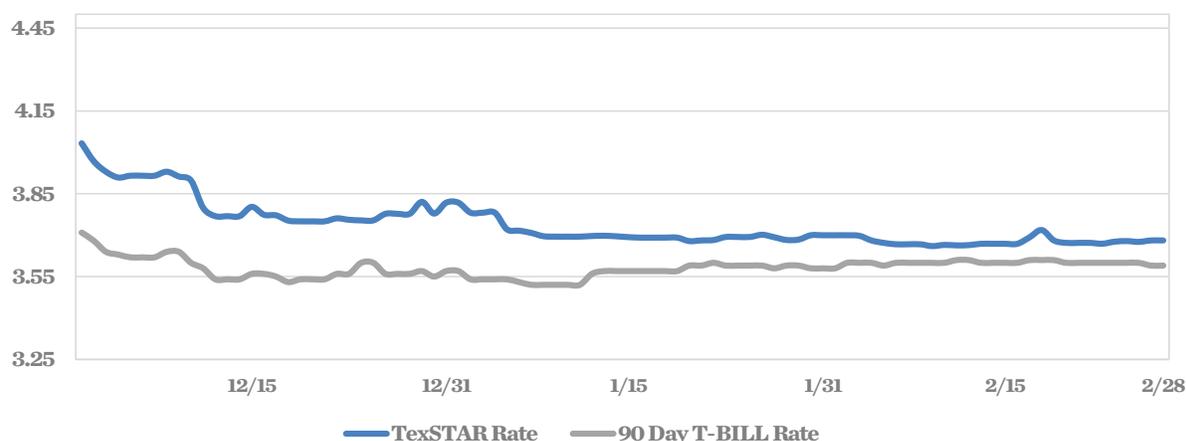
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Feb 26	3.6770%	\$14,876,805,793.89	\$14,878,473,431.07	1.000077	34	92	1151
Jan 26	3.7074%	14,134,489,687.87	14,136,948,435.43	1.000138	37	95	1150
Dec 25	3.8246%	12,788,699,800.27	12,792,655,256.09	1.000263	41	107	1146
Nov 25	3.9802%	12,728,766,391.86	12,730,994,343.48	1.000175	42	102	1143
Oct 25	4.1164%	13,011,629,049.75	13,014,921,958.46	1.000163	47	100	1140
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

PORTFOLIO ASSET SUMMARY AS OF FEBRUARY 28, 2026

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ 2,078,333.28	\$ 2,078,333.28
Accrual of Interest Income	14,611,108.62	14,611,108.62
Interest and Management Fees Payable	(43,048,557.65)	(43,048,557.65)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	6,727,550,000.00	6,727,550,000.00
Government Securities	8,175,614,909.64	8,177,282,546.82
TOTAL	\$ 14,876,805,793.89	\$ 14,878,473,431.07

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 FEBRUARY 2026

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
2/1/2026	3.7000%	0.000101369	\$14,134,489,687.87	1.000138	33	89
2/2/2026	3.7000%	0.000101370	\$14,311,634,046.78	1.000127	36	91
2/3/2026	3.6980%	0.000101314	\$14,527,550,049.87	1.000127	35	92
2/4/2026	3.6810%	0.000100850	\$14,917,505,896.86	1.000118	34	90
2/5/2026	3.6725%	0.000100616	\$14,873,225,773.56	1.000146	33	89
2/6/2026	3.6673%	0.000100474	\$15,005,301,341.16	1.000118	34	89
2/7/2026	3.6673%	0.000100474	\$15,005,301,341.16	1.000118	33	88
2/8/2026	3.6673%	0.000100474	\$15,005,301,341.16	1.000118	32	87
2/9/2026	3.6607%	0.000100294	\$15,134,514,176.01	1.000123	34	89
2/10/2026	3.6650%	0.000100410	\$15,226,491,599.73	1.000129	34	88
2/11/2026	3.6633%	0.000100365	\$15,370,972,436.20	1.000109	33	86
2/12/2026	3.6642%	0.000100390	\$14,882,693,576.54	1.000117	34	93
2/13/2026	3.6691%	0.000100523	\$15,098,207,534.96	1.000101	35	93
2/14/2026	3.6691%	0.000100523	\$15,098,207,534.96	1.000101	34	92
2/15/2026	3.6691%	0.000100523	\$15,098,207,534.96	1.000101	33	91
2/16/2026	3.6691%	0.000100523	\$15,098,207,534.96	1.000101	32	90
2/17/2026	3.6923%	0.000101159	\$14,971,377,353.27	1.000102	36	94
2/18/2026	3.7190%	0.000101891	\$15,271,444,886.27	1.000095	35	91
2/19/2026	3.6814%	0.000100860	\$15,142,447,062.83	1.000097	35	92
2/20/2026	3.6724%	0.000100615	\$15,204,833,042.62	1.000076	35	96
2/21/2026	3.6724%	0.000100615	\$15,204,833,042.62	1.000076	34	95
2/22/2026	3.6724%	0.000100615	\$15,204,833,042.62	1.000076	34	94
2/23/2026	3.6694%	0.000100532	\$15,200,465,699.56	1.000082	35	95
2/24/2026	3.6767%	0.000100732	\$15,091,790,244.22	1.000080	34	95
2/25/2026	3.6789%	0.000100793	\$15,053,584,000.79	1.000073	36	96
2/26/2026	3.6760%	0.000100711	\$14,941,082,266.29	1.000082	36	97
2/27/2026	3.6812%	0.000100856	\$14,876,805,793.89	1.000077	37	97
2/28/2026	3.6812%	0.000100856	\$14,876,805,793.89	1.000077	36	96
Average	3.6770%	0.000100740	\$14,993,861,201.27		34	92



ECONOMIC COMMENTARY (cont.)

Later in the month, the delayed fourth quarter GDP report disappointed at 1.4% seasonally adjusted annual rate (saar), taking full year growth to 2.2% on a quarter-over-quarter basis. A steep 17% annualized decline in federal spending—reflecting government shutdown effects—was the main drag. Excluding the federal sector, real GDP grew at a 2.7% annualized pace, with equipment and intellectual property spending remaining solid even as commercial construction and homebuilding fell. Consumer spending advanced at a 2.4% pace, underscoring ongoing household resilience, particularly among higher-income households.

That same day, in a long-awaited decision, the Supreme Court ruled that tariffs imposed under the 1977 International Emergency Economic Powers Act (IEEPA) were illegal, bringing policy risk to the fore. That afternoon, the President announced a general 10% tariff on imported goods using Section 122 of the 1974 Trade Act (balance of payments) and indicated additional statutes would be invoked for a more permanent framework; within days, the announced rate was raised to 15%, implying a total statutory tariff burden in the 13–14% range. These steps raise medium term inflation risks while clouding the outlook for trade policy.

Geopolitical tensions escalated into early March, delivering a major shock as coordinated U.S. and Israeli airstrikes targeted sites inside Iran—framed with the stated goal of regime change—and abruptly reversing expectations of “significant progress” in talks the prior week. Authorities announced the death of Supreme Leader Ayatollah Ali Khamenei, and reports indicated Iran retaliated with missiles and drones across the region, widening strikes against targets in Israel and across the region particularly in locations hosting U.S. military and diplomatic assets. The fallout quickly spilled into logistics: regional air routes saw suspensions and rerouting, maritime traffic through the Strait of Hormuz was effectively halted, and vessels diverted, causing shipping delays. With roughly 20% of global petroleum liquids transiting through his corridor, any prolonged disruption will likely push oil prices higher and jeopardize recent disinflation progress.

Treasury bills traded in a tight range and finished essentially unchanged: three month bills held at 3.66%, six month bills dipped 1 bp to 3.62%, and one year bills edged up 1 bp to 3.48%. Further out the curve, cross currents were more visible. On the month’s final day, mounting geopolitical concerns spurred a safe haven bid that pulled longer yields lower, with the two year ending 14 bps down at 3.38%.

Outlook

February closed with solid momentum: real GDP growth averaged about 2.2% in 2025, underpinned by resilient consumer spending and a meaningful pickup in capital investment—especially in artificial intelligence—that helped stabilize activity. The fourth quarter federal shutdown was a noticeable headwind, subtracting roughly one percentage point from real GDP, but we expect that drag to reverse in the first quarter of 2026. Looking ahead, consumption should remain the central engine of growth, with the first half of 2026 further supported by fiscal stimulus from the recently enacted One Big Beautiful Bill Act (OBBBA).

Monetary policy should remain cautious but flexible. The January FOMC minutes point to a committee comfortable with the current stance and firmly data-dependent: risks to employment have eased, yet inflation remains elevated. Tariffs are likely to nudge prices higher as import costs filter through, and broader Middle East energy-supply risks add uncertainty. Absent a material deterioration in the labor market, the baseline remains one or two cuts this year; though markets have pushed expectations out, with the first fully priced cut now around September.

Geopolitics and energy are the key swing factors. Following attacks on key Gulf approaches, accessibility through the Strait of Hormuz has been effectively shut down; a sustained disruption would choke roughly 20% of global crude flows and could add to energy inflation. While Saudi Arabia and the UAE can partially reroute via pipelines, Kuwait, Qatar, and Bahrain remain heavily reliant on the waterway. Price action has already reflected stress—Brent at one point jumped nearly 20% over two sessions before settling near \$80 as of this writing after a sharp spike. These fast-moving dynamics sharpen the inflation-versus-growth trade-off and could delay the timing of policy easing if energy prices stay elevated. Developments remain fluid.

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



TEXSTAR BOARD MEMBERS

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

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





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #8

Discuss and consider amending Policy Code Section 301.004 to modify the requirements for participation in the Mobility Authority's Qualified Service Member Program

Strategic Plan Relevance: Stewardship
 Department: Operations
 Contact: Tracie Brown, Director of Operations
 Associated Costs: Not Applicable
 Funding Source: Not Applicable
 Action Requested: Consider and act on draft resolution

Background: Section 372.053 of the Texas Transportation Code provides the opportunity for toll project entities to establish a discount program for electronic toll collection customers to provide free or discounted use of the entity's toll projects to vehicles registered to certain veterans and disabled peace officers. The Mobility Authority established its Qualified Veteran Discount Program in November 2018 and later amended it to the Qualified Toll Discount Program in August 2025 in appreciation of the service provided by men and women of both our military and police forces.

Current Action: To expand the benefits provided by the Qualified Service Member Program, staff recommends certain changes to the Mobility Authority's Policy Code. The specific changes proposed are outlined below in red:

(d) Disabled Peace Officers and recipients of the Congressional Medal of Honor, Legion of Valor, and Purple Heart awards, as well as Disabled Veterans, are eligible to participate in the Qualified ~~Toll-Service Member Discount~~ Program to be exempt from paying a toll to use the authority's non-variable rate toll facilities. Participation is limited to no more than two vehicles per qualified participant, the designated primary plate and an additional plate upon demonstration of a hardship as determined by the Executive Director. All qualified participants must be registered with the authority. To qualify, the vehicle must be registered with the Texas Department of Motor Vehicles;

the vehicle must have a qualifying specialty plate and have it properly displayed; and the vehicle must be associated ~~to~~with an electronic toll tag account, and the tag must be properly affixed to the vehicle's windshield; and the participant must have no outstanding CTRMA express lane toll violations at the time of the transaction. The exemption does not apply to the authority's express lane facilities.

Implementing this change will require certain system modifications as well as updates to processes and communications. Therefore, staff recommends that this Policy Code change become effective on April 1, 2026.

Previous Actions: The CTRMA Board of Directors issued a resolution in support of veteran toll exemptions in December 2009. The resolution authorized the Executive Director to design a program that provided free or discounted tolls on CTRMA toll roads for certain veteran classes and present the program for the Board's consideration at a future date once the State of Texas appropriated and made available funds sufficient to defray the full cost of the proposed program. The State has not made available funds to underwrite this program.

In July 2018, the Board of Directors approved the implementation of a veteran discount program to provide toll exemptions for certain qualified veteran customers. This program required the veteran customer to register, have a valid electronic toll tag to be associated with the qualified license plate and pay all outstanding tolls and fees before being accepted into the program.

In September 2018 the Board approved adding qualified veterans to the list of exemptions in the Mobility Authority Policy Code. The program went into effect on November 1, 2018.

In January 2020 the Board approved a modification to its Qualified Veteran Board to codify legislative changes that allowed an additional exemption to be issued under hardship.

In October 2021 the Board approved a resolution reauthorizing the Qualified Veteran Toll Discount Program and removed the program's expiration date.

In August 2025 the Board approved a resolution adding disabled peace officers to its toll exemption policy and amended the name to Qualified Toll Discount Program.

Financing: Not Applicable.

Action requested/Staff Recommendation: Staff recommends the Board approve

amending Section 301.004 of the Mobility Authority Policy Code to modify the requirements for participation in the Mobility Authority's qualified service member program, effective April 1, 2026.

Backup provided: Draft Resolution
Draft Policy Code modifications

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

RESOLUTION NO. 26-0XX

AMENDING MOBILITY AUTHORITY POLICY CODE SECTION 301.004

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

WHEREAS, subsequent to its initial adoption, the Board has amended the Policy Code from time to time in order to modify existing policies and incorporate new policies beneficial to the operation of the Central Texas Regional Mobility Authority (“Mobility Authority”); and

WHEREAS, Section 372.053 of the Texas Transportation Code provides the opportunity for toll project entities to establish a discount program for electronic toll collection customers to provide free or discounted use of the entity's toll projects to vehicles registered to certain veterans and disabled peace officers; and

WHEREAS, the Executive Director recommends amending Policy Code Section 301.004 as shown in Exhibit A, to modify the requirements for participation in the Mobility Authority’s Qualified Service Member Program and to address certain errata; and

WHEREAS, the Executive Director recommends that the proposed amendments to Policy Code Section 301.004 be made effective on April 1, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the proposed amendments to Policy Code Section 301.004 as shown in Exhibit A hereto; and

BE IT FURTHER RESOLVED that the amendments to Policy Code Section 301.004 approved herein shall become effective on April 1, 2026.

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

MOBILITY AUTHORITY POLICY CODE

301.004 Exemption from Toll

- (a) The operator or the registered owner of a vehicle operated on an authority toll facility is required to pay the toll established by this subchapter unless the vehicle is exempted by federal law, state law or by this section.
- (b) An authorized emergency vehicle defined by Section 541.201, Transportation Code, is exempt from paying a toll to use an authority toll facility under Section 370.177, Transportation Code.
- (c) A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.
- (d) Disabled Peace Officers and recipients of the Congressional Medal of Honor, Legion of Valor, and Purple Heart awards, as well as Disabled Veterans, are eligible to participate in the Qualified Service Member Program to be exempt from paying a toll to use the authority's non-variable rate toll facilities. Participation is limited to no more than two vehicles per qualified participant, the designated primary plate, and an additional plate upon demonstration of a hardship as determined by the Executive Director. All qualified participants must be registered with the authority. To qualify, the vehicle must be registered with the Texas Department of Motor Vehicles; the vehicle must have a qualifying specialty plate and have it properly displayed; and the vehicle must be associated with an electronic toll tag account, and the tag must be properly affixed to the vehicle's windshield, and the participant must have no outstanding CTRMA express lane toll violations at the time of the transaction. The exemption does not apply to the authority's express lane facilities.
- (e) Under Section 370.177(a-1), Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in central Texas, a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System is exempt from paying a toll to use an authority toll facility.
- (f) The authority will create technical procedures to implement the toll exemptions described and established by this section.

MOBILITY AUTHORITY POLICY CODE

301.004 Exemption from Toll

(a) The operator or the registered owner of a vehicle operated on an authority toll facility is required to pay the toll established by this subchapter unless the vehicle is exempted by federal law, state law or by this section.

(b) An authorized emergency vehicle defined by Section 541.201, Transportation Code, is exempt from paying a toll to use an authority toll facility under Section 370.177, Transportation Code.

(c) A state or federal military vehicle is exempt from paying a toll to use an authority toll facility under Section 362.901, Transportation Code.

(d) Disabled Peace Officers and recipients of the Congressional Medal of Honor, Legion of Valor, and Purple Heart awards, as well as Disabled Veterans, are eligible to participate in the ~~Qualified Toll~~ Service Member Discount Program to be exempt from paying a toll to use the authority's non-variable rate toll facilities. Participation is limited to no more than two vehicles per qualified participant, the designated primary plate, and an additional plate upon demonstration of a hardship as determined by the Executive Director. All qualified participants must be registered with the authority. To qualify, the vehicle must be registered with the Texas Department of Motor Vehicles; the vehicle must have a qualifying specialty plate and have it properly displayed; and the vehicle must be associated ~~to~~ with an electronic toll tag account, and the tag must be properly affixed to the vehicle's windshield; and the participant must have no outstanding CTRMA express lane toll violations at the time of the transaction. The exemption does not apply to the authority's express lane facilities.

(e) Under Section 370.177(a-1), Transportation Code, and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in central Texas, a vehicle used exclusively to provide transportation to a member of the public under a transit program established and managed by the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System is exempt from paying a toll to use an authority toll facility.

(f) The authority will create technical procedures to implement the toll exemptions described and established by this section.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #9

Discuss and consider approving an agreement with the City of Cedar Park for the development and construction of the Ranch to Market Road 1431/183A intersection improvements project

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Director of Engineering
Associated Costs:	Not to exceed budget approved by City of Cedar Park
Funding Source:	City of Cedar Park and Williamson County
Action Requested:	Consider and act on draft resolution

Project Description/Background: The City of Cedar Park (“City”) has approached Mobility Authority staff regarding the design and construction of a RM 1431 (Whitestone Blvd.) at 183A Intersection Improvement (“Project”).

The Project is located at the intersection of RM 1431, owned by the Texas Department of Transportation (“TxDOT”), and the Mobility Authority’s 183A Frontage Roads, adjacent to the limits of TxDOT’s 183A General Purpose Lane Project currently under construction. The Project entails development and construction of improvements within both Mobility Authority and TxDOT right-of-way, considering feasible innovative intersection concepts to improve traffic operations and safety at this busy intersection. Upon Project completion, the City would own and maintain the traffic signals at the intersection.

The Interlocal Agreement (“ILA”) is a partnership with the City, whereby the Mobility Authority would provide development and delivery of the Project on behalf of the City as a part of their bond program aimed at providing enhanced mobility in the region.

Previous Actions & Brief History of the Program/Project: The City's 2021 Bond Advisory Task Force recommended inclusion of this Project in its 2022 Bond Program, allocating \$8.7 million toward the project, ultimately approved by voters. Williamson County voters subsequently approved road bonds in 2023 to share costs, allocating another \$7.2 million, resulting in a total Project budget of \$15.9 million.

Financing: City of Cedar Park & Williamson County

Action requested/Staff Recommendation: Staff is requesting approval of the draft resolution that will allow the Executive Director, or his designee, to execute the interlocal agreement and negotiate and execute contracts, work authorizations and task orders to complete the work contemplated through the interlocal agreement.

Backup provided: Draft resolution
Interlocal agreement with City of Cedar Park
Project map

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

RESOLUTION NO. 26-0XX

**APPROVE AN INTERLOCAL AGREEMENT WITH THE CITY OF CEDAR PARK
FOR THE FUNDING, DEVELOPMENT AND CONSTRUCTION OF THE
183A INNOVATIVE INTERSECTION PROJECT**

WHEREAS, both the Central Texas Regional Mobility Authority ("Mobility Authority") and the City of Cedar Park ("City") are authorized to develop and construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves City residents and the traveling public; and

WHEREAS, the City has obtained \$15.9 million to fund intersection improvements at RM 1431 and 183A Toll (the "183A Innovative Intersection Project") through the City's 2022 Bond Program and an interlocal agreement with Williamson County; and

WHEREAS, to ensure timely delivery and manage the complex coordination required among the City, the Mobility Authority and the Texas Department of Transportation, the City has approached the Mobility Authority about taking over the project delivery responsibilities for the 183A Innovative Intersection Project; and

WHEREAS, under the Interlocal Cooperation Act, Chapter 791, Government Code, and Chapters 222 and 370, Transportation Code, the Mobility Authority and the City may enter into one or more agreements to cooperate in funding, designing, building, and maintaining improvements to the roadway system that serves the City's residents, landowners, businesses, and the traveling public; and

WHEREAS, the Executive Director and the City have negotiated an interlocal agreement for the Mobility Authority to develop and construct the 183A Innovative Intersection Project utilizing the City's funding which is attached hereto as Exhibit A; and

WHEREAS, the City passed a resolution approving the proposed interlocal agreement on February 26, 2026, which is attached hereto as Exhibit B; and

WHEREAS, the Executive Director recommends that the Board approve the proposed interlocal agreement and authorize him to take all such actions necessary to complete the work contemplated in the interlocal agreement including negotiating and executing contracts, work authorizations and task orders for the 183A Innovative Intersection Project.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the proposed interlocal agreement with the City of Cedar Park; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Executive Director to finalize and execute the interlocal agreement on behalf of the Mobility Authority in the form or substantially same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Executive Director or his designee is authorized to take all such actions necessary to complete the work contemplated in the interlocal agreement including negotiating and executing contracts, work authorizations and task orders.

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

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is between the City of Cedar Park Texas, a political subdivision of the State of Texas (the “City”), and the Central Texas Regional Mobility Authority, a political subdivision of the State of Texas (the “Authority”), is effective as of the ___ day of _____, 2026 (the “Effective Date”). City and Authority may be referred to collectively in this Agreement as the “Parties,” and individually as a “Party.”

Recitals

A. The RM 1431 (Whitestone Blvd.) at 183A Innovative Intersection Project (the “Project”) was approved by City voters in the City’s 2021 bond referendum.

B. The Project is generally described and depicted in the attached Exhibit A.

C. The City has been tasked with timely completion of the Project, and contracting with the Authority to manage the design and construction of the Project would help the City to expedite the completion of this Project.

D. The City, with contribution from Williamson County, Texas, has agreed to fund the direct and indirect costs of the Project as well as oversee the Project, and the Authority has agreed to manage the design, procurement, and/or construction of the Project, all in accordance with the terms and conditions set forth in this Agreement.

E. The Director of the City’s Engineering and Capital Projects Department (“E&CP”) will assign a single project manager (“City Project Manager”) from E&CP to oversee delivery of the Project and act as the City’s representative. The City Project Manager will direct and oversee the fulfillment of the City’s obligations outlined in this Agreement.

F. The Authority will assign a single program manager (“Authority Program Manager”) from the Authority’s Engineering Department to act as the Authority’s representative. The Authority Program Manager will direct and oversee the fulfillment of the Authority’s obligations outlined in this Agreement.

G. The Parties, as political subdivisions of the State of Texas, intend for this Agreement to conform in all respects with the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW, THEREFORE, the Parties agree that the recitals set forth above are fully incorporated into the terms of this Agreement and further agree as follows:

1. Financial Obligations.

(A) The City shall be solely responsible for paying all costs of the Project, including paying all documented costs incurred by the Authority related to the Project. Other than in-kind services as specified herein, the Authority is not contributing any funding for the Projects.

(B) The Authority and City will jointly develop a detailed Budget for the Project, including a cash flow projection and the City's projected funding sources ("Budget"). The Budget will include the following costs ("Project Expenses") to be paid by the Authority (from the appropriate Project Account funded by the City) to itself and to its outside consultants, vendors, and the Project's construction contractor for expenses incurred by the Authority and its outside consultants, vendors, and the construction contractor after the Effective Date of this Agreement:

- (1) preliminary engineering;
- (2) capital costs (design and construction);
- (3) engineering oversight (including design reviews, construction management, materials testing, inspection);
- (4) the Authority's legal, administrative, and other fees and expenses related to this Agreement, procurement, and Project development and oversight, including defending any contractor or third-party claims and/or lawsuits;
- (5) environmental permits and approvals, if required;
- (6) utility coordination services;
- (7) utility relocation costs (when the relocation costs are not the responsibility of the utility owner);
- (8) right-of-way coordination, appraisal, and acquisition services;
- (9) right-of-way land purchase costs;
- (10) contingencies, including costs of any judgment, settlement or other award resulting from a contractor or third-party claim and/or lawsuits; and
- (11) all other costs reasonably projected as necessary to complete a Project, close out a Project that is canceled or reimburse the Authority for its expenses in the event this Agreement is terminated, excluding any additional cost for a Party's in-kind services provided through a Party's employee; and
- (12) an administrative expense fee for the Authority's staff to implement, administer, and manage the activities described in Paragraphs (1) through (11) above, and equal to 4.65% of the actual costs incurred by the Authority for the activities described in (1) through (11) above, but excluding
 - (a) costs for any permits obtained by the City,
 - (b) costs for services performed by City staff or any City contractor that is not the Authority;
 - (c) the costs described in Paragraphs 7 (utility relocation costs), (9) (right-of way land purchase costs);
 - (d) the costs of defending any contractor or third-party claims and/or lawsuits if those costs are incurred by legal counsel or consultants not employed by the Authority; and
 - (e) the costs of any judgement, settlement, or other award resulting from a contractor or third-party claim or lawsuit.

(C) A Budget will be agreed to for the Project establishing funding by Project phase: preliminary engineering, engineering and design, and construction. Deposits will be made by phase (preliminary engineering, engineering and design, and construction funding).

(D) The City will provide funding for the Project as outlined in the approved Budget for the Project. The Authority will deposit all Project funds provided by the City into a separate Project Account for the Project as directed by the City Project Manager so as not to commingle the funds with other Authority projects. Notwithstanding the amounts projected in the Budget or available in the Project Account, the City shall be solely responsible for paying all Project Expenses.

(E) Administrative Expense. The 4.65% administration expense described in Section 1(B)(12) shall be included in the detailed Budget for the Project and shall be disbursed to the Authority on a pro-rata basis as funds are drawn down from the Project Account to pay Project Expenses.

(F) No later than 10 days after the City has approved the Budget, as evidenced by a written notice of Budget approval signed by the City Project Manager and delivered to the Authority, the City shall make an initial deposit to the Authority, which is identified in the Budget as the preliminary engineering funding for use by the Authority to pay Project costs incurred after the date of Budget approval. Upon receipt of preliminary engineering funding, the Authority will proceed with completion of the preliminary engineering funding phase. Following completion of the preliminary engineering phase and upon receipt of engineering and design funding, the Authority will proceed with completion of the engineering and design funding phase. The Authority will provide notification to the City of a proposed advertisement to bid for a construction contract ("Construction Contract"), and if the City approves the proposed solicitation, the City will have 30 days to deposit the construction funding into the Project Account. If the City fails to make any deposit to the Authority required by this Agreement, the Authority may cancel the Project and the City shall be responsible for any demobilization and other costs associated with the cancelation.

(G) After a Budget is approved, it may be revised by written agreement of the City Project Manager and the Authority Program Manager. If the total cost of the Project is projected to exceed the estimate set forth in the Budget, the Parties may engage in value engineering or other cost cutting measures in an attempt to control costs on the Project. If the projected cost of the Project exceeds funding available from the Project Budget, the City may elect to provide the funds required to pay the additional Project cost using funds available from other sources, including funds provided to the City by third parties other than the Authority. If the City fails to provide sufficient funds required to pay excess Project costs, the Authority may cancel the Project and the City shall be responsible for any demobilization and other costs associated with the cancelation.

(H) The Authority shall have no obligation to execute a Construction Contract for the Project, or to issue a notice to proceed under a Construction Contract until the City has paid all funds required by the Budget to fully fund the Construction Contract, related oversight and inspection costs, and the contingency fund established in the Budget for the Project.

(I) The Authority may disburse funds from the Project Account to pay Project Expenses. Except for a disbursement made to cover the Authority's costs related to a claim and/or lawsuit, a disbursement of funds must first be approved by the City Project Manager before the funds can be disbursed. The Authority will provide a summary of the proposed disbursement with appropriate back-up. The City Project Manager will review each proposed disbursement within ten (10) days of receipt and either approve the disbursement or provide comment otherwise. If the City Project Manager does not provide approval or comments by the deadline, the City is deemed to have approved the disbursement.

(J) The Authority may disburse funds from the Project Account to pay the Authority's costs related to claims and/or lawsuits without obtaining approval from the City Project Manager. If there are insufficient funds in the Project Account to cover the Authority's costs, the Authority will submit an invoice to the City detailing the outstanding expenses and the City will make deposit to the Authority within forty-five (45) days of receipt of the invoice. The Authority shall take all reasonable actions to minimize the costs related to any such claim and/or lawsuit.

(K) Any interest earned on the funds in the Project Account that is not used for Project expenditures shall be reported to the City and remitted back to the City not later than thirty (30) days after the date of final Project closeout.

(L) Any funds remaining in the Project Account shall be disbursed to the City after the Project is accepted by the City as evidenced by a certificate of acceptance provided to the Authority, and after the Authority has disbursed and paid all Project Expenses that were accrued and payable on the date of the City's acceptance.

(M) The Authority shall keep and maintain records to document and support that each disbursement made by the Authority is for an authorized purpose under this Agreement, and the Authority shall make these records available for inspection and copying when requested by the City Project Manager or other City representative. All of the Authority's disbursements paid from a Project Account shall be subject to audit by the City at the City's request and sole expense. The Authority shall transfer all disbursement records related to the Project to the City upon final acceptance of the subject project. The Authority shall keep and maintain any remaining Project records in accordance with State requirements and Authority document retention policies subsequent to Project completion or termination of this Agreement.

(N) The Authority shall request written approval from the City Project Manager for any proposed change order it recommends for the Construction Contract for the Project. The City Project Manager will promptly review each proposed change order and either

approve or deny the request within ten (10) days after the City Project Manager's receipt of the request. If the City Project Manager, in consultation with the Authority, determines that a proposed change order is of a significant nature or amount that requires submission to the City Council for consideration, the City Project Manager will notify the Authority no later than ten (10) days after the City Project Manager's receipt of the request. If the City Project Manager does not provide a written response by the tenth (10) day after the City Project Manager's receipt of the request the City is deemed to have approved the change order. If the City Project Manager denies the request for a change order and it results in a claim and/or lawsuit by the contractor, the City shall be solely responsible for paying (1) all of the Authority's reasonable costs associated with defending the claim, including staff time, attorney fees, consultant fees, and all costs to prepare for dispute resolution and/or trial and (2) any settlement, judgment, award, or other payment due to the contractor as a result of the claim. Notwithstanding any provision to the contrary, in any dispute resolution proceeding or lawsuit by a contractor, the City has the right to review and approve the Authority's selection of outside counsel and outside consultants used to assist in any contractor claims, and such approval by the City shall not be unreasonably withheld. If the City rejects the outside counsel or outside consultants selected by the Authority, the City shall provide mutually agreeable alternatives to assist with the claim(s). If the City does not provide approval or mutually acceptable alternatives no later than 4:00 p.m. Central Time on the next business day after the City's receipt of the Authority's proposed outside counsel and/or consultants, the City is deemed to have approved the Authority's selection. In this Agreement, "receipt" means the date of the email sent by the Authority notifying the City of its selection and "business day" means any weekday that is not a City holiday.

2. Project Development.

(A) The Authority will acquire all rights-of-way ("ROW") as included in the Budget.

(B) The Authority shall provide ROW documents to the City upon written concurrence of ROW footprint by the City, and as applicable, the Texas Department of Transportation ("TxDOT") and any other local entities with jurisdiction for approval authority for the Project. The City shall pay all resulting costs to revise ROW documents as a result of design comments after submittal of ROW documents. The Authority shall prepare right-of-way maps ("strip maps"), property descriptions ("field notes" and "parcel plats"), and other data as needed to describe the right-of-way and access rights necessary for the Project. The Authority shall perform all real property record and land title research useful or necessary in preliminary and final determination of parcel acquisition needs and preparation of ROW documents. For purposes of this Agreement, ROW documents are further defined as comprehensive legal descriptions for all parcels wherein acquisition of real property interests, whether permanent or temporary, are required for construction of the Project. Legal descriptions shall be comprised of finalized parcel plats with metes and bounds descriptions, signed and sealed by a Registered Professional Land Surveyor currently licensed by the Texas Board of Professional Engineers and Land Surveyors. All parcel plats and sketches shall depict the land area of the parcel, in addition to all improvements and significant natural vegetation located within or proximate to that land

area. Copies of this data shall be delivered to the City for review at least three weeks before beginning the standard process for acquisition of right-of-way for the Project. All surveying for ROW documents shall be tied to the Texas State Plane Coordinate System and must be located relative to all adjoining projects. Following the City's acceptance of ROW documents, the Authority shall provide right-of-way line and on-site parcel staking whenever requested by the City, or its agents and assigns, for use in appraisal, land-planning, and activities associated with property owner negotiations.

(C) The Authority will perform utility investigations, identify utility conflicts and coordinate relocations or protection in place plans with the utilities. Within City ROW, the City will enter into any utility agreements required for the Project and will be responsible for making payments, if any, as required per the applicable utility agreements. Within Authority and TxDOT ROW, the Authority will enter into any utility agreements required for the Project and will be responsible for making payments, if any, from the Project Account, as required per the applicable utility agreements. The City shall provide such permits and easements as may be necessary for the Authority to accomplish the relocation of utilities. The City will coordinate with the Authority regarding the placement or relocation of any utility within or on the Project to minimize and mitigate any disruption to the construction of the Project.

(D) The design, plans, and specifications for the Project shall comply with applicable local, state, and federal regulations and standards and shall be sealed by a Texas Licensed Professional Engineer.

(E) The Authority will administer the procurement of the engineering design, inspection and materials testing teams in accordance with applicable professional services procurement laws and the City Project Manager shall be permitted to observe the statement of qualification evaluation process, at the discretion of the City.

(F) The Authority will manage the design and construction of the Project pursuant to criteria established by the City prior to Budget approval, including (i) development of the engineering design, plans, and specifications for all roadway improvements; (ii) surveying; (iii) construction; and (iv) inspection and materials testing.

(G) When design work for each design package is 30% complete, 60% complete, and again when the design work for each design package is 90% complete, Authority shall submit the complete design package to the City Project Manager. City Project Manager will determine the necessary reviewers from the City, conduct reviews, and provide comments on the design package to the Authority. The Parties will participate in joint monthly coordination and review meetings with representatives from all affected City reviewers to avoid or resolve conflicts in review comments. The City shall complete its review and notify the Authority of its approval or disapproval of the design package no later than ten (10) days after receiving the design package. Following the initial ten (10) day city review period, the project schedule shall be extended day-for-day until City approval or disapproval is received. If the City disapproves of the information submitted, the City shall at the same time notify Authority of the reasons for the disapproval and actions necessary for the design package to meet City approval. The Authority will have

an opportunity to correct or submit additional information to cure any defects or deviations identified by City. Any defects or deviations will be discussed in an over-the-shoulder review meeting and incorporated into the next submittal.

(H) The City Project Manager will coordinate and secure City permits as necessary with the appropriate City of Cedar Park departments.

(I) When applicable, the Authority in cooperation with the City shall obtain, unless waived, an approved Conditional Letter of Map Revision (CLOMR), and Letter of Map Revision (LOMR), and environmental assessments and clearances associated with the Project.

(J) The Authority will ensure that its design engineer for the Project provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the Authority. The Authority will ensure the Authority and the City are named as additional insureds with respect to such general liability and automobile liability coverage.

3. Project Bidding & Award of Construction Contract.

The Authority will manage the solicitation of bids for the construction of the Project based on the approved plans and specifications and in accordance with the Authority's bidding policies, laws, practices, and procedures. The Authority shall submit an invitation for bid for the Construction Contract, including all the requirements of Section 3. The Authority shall issue the invitation for bids within thirty (30) days of City's written approval of the Final Plans and Specifications under Section 2 and City's funding of the construction phase unless the City provides written notice that issuance of the invitation for bids should be delayed. The Authority shall provide the City with all responses to the bid solicitation. The Authority will notify the City of the lowest responsible bidder and the amount of the bid for the Project. The City Project Manager will have ten (10) days to review the Authority's recommendation for award. Notwithstanding any provision to the contrary, the Authority must not award a Construction Contract until after the Authority receives written approval to do so from the City Program Manager. The City shall not withhold approval of a bid within budget and evaluated to be responsible by the Authority, and the City shall provide written approval within ten (10) days.

(A) The City and Authority will consult on necessary or desirable provisions to be included in any Construction Contract for a Project procured by the Authority. The Construction Contract executed by the Authority shall include, without limitation: indemnification protection provisions for the Authority and City, a deadline for substantial completion of the Project; and provisions establishing the right of the Authority to assign the Construction Contract to the City together with all contractor's warranties, guarantees, and bonds. The Construction Contract executed by the Authority may also include incentive/disincentive provisions for meeting an agreed-to

schedule, but no disincentives will apply to a delay attributable to the Authority, the City, or a force majeure event.

(B) Upon Final Acceptance under the Construction Contract, the Authority and City shall assume all maintenance responsibilities associated with their respective infrastructure. The Authority shall maintain responsibility for the Project warranties, guarantees, and bonds.

4. Project Management.

(A) The Authority will act on behalf of the City with respect to the Project. The Authority will designate a Program Manager and may designate other representatives to transmit instructions and act on behalf of the Authority with respect to the Project. The Authority will deliver monthly reports to City regarding disbursement summaries, financial, design and construction progress. The Authority, on request, will appear before the City Council for briefings.

(B) The City Project Manager will act on behalf of the City with respect to the Project, coordinate with the Authority, receive and transmit information and instructions, and will have complete authority to interpret, define, and communicate the City's policies and decisions with respect to the Project. The City Project Manager may specifically designate other representatives to transmit instructions and act on behalf of the City with respect to the Project, and the Authority shall be authorized to rely solely on communications with the City Project Manager and its express designees, and no other City authorities, with regard to the City's oversight of the Project.

(C) The Authority agrees to cooperate with the City Project Manager regarding the City Project Manager's interpretation of the City's policies and decisions with respect to the Project. The City Project Manager will review each issue and provide a response within ten (10) days of being notified by the Authority. If the City Project Manager does not provide a decision or seek clarification from the Authority within 10 days after the City Project Manager receives notification of an issue, the City is deemed to have agreed with the Authority's position on the issue. If a dispute arises within the ten (10)-day window, the City Project Manager's decision will be final, but the City shall be solely responsible for any and all costs associated with a decision mandated by the City. The City shall adjust the appropriate Budget and provide additional funding within thirty (30) days of being notified by the Authority of the additional costs.

(D) For the Project, the Authority agrees to upload the following materials to a mutually agreed upon project management or file sharing platform:

- (1) the Authority's schedule for the procurement of engineering design services, advertisement for bids, award of contract, and construction of the Project;
- (2) a copy of all contracts let by the Authority for the Project;
- (3) a monthly itemized statement of all disbursements made and debts incurred during the preceding month relating to the Project, including copies of invoices, statements, vouchers, or any other evidence of payment of debt;

- (4) a written copy of all field changes, supplemental agreements, or revisions to the design plans for the Project;
- (5) a copy of any change order request related to the Project no later than 5 days after the Authority receives the request;
- (6) sufficient notice, documentation, and opportunity for the City to assist in the final review of the construction services performed by the construction contractor with respect to the Project;
- (7) a copy of the record as-built drawings of the Project for the City's records no later than sixty (60) days after satisfactory completion of construction of the Project or the termination of this Agreement, whichever is sooner

5. Termination

- (A) Termination upon Project Completion – This Agreement will terminate on the date when the Project has achieved Final Acceptance under the Construction Contracts and all Project Account funds have been disbursed in accordance with the terms of this Agreement.
- (B) Mutual Termination – The Agreement may be terminated in writing with the mutual consent of the parties.
- (C) Termination by the City – The Agreement may be terminated by the City at any time prior to the Construction phase upon at least thirty (30) days written notice to the Authority.
- (D) Termination for Default – Either Party may terminate this Agreement if the other Party defaults in its obligation and, after receiving notice of the default and of the non-defaulting Party's intent to terminate, fails to cure the default no later than thirty (30) days after receipt of that notice unless both parties agree to extend the thirty (30) day cure period.
- (E) In the event this Agreement is terminated by either Party, the Authority shall prepare and submit an accounting of all Project Expenses received and disbursed and an invoice to the City detailing all outstanding Project Expenses. No later than thirty (30) days following the receipt of the invoice, the City shall reimburse the Authority for all remaining costs it has incurred managing and administering the Projects on behalf of the City. Within thirty (30) days following the reimbursement from the City, the Authority shall return to the City all surplus funds remaining in the Project Account.
- (F) The Parties agree that the provisions of Section 1.(D) regarding the City's obligation to pay all Project Expenses, Section 1. (K), CTRMA's obligation to remit interest to City, Section 1. (L), CTRMA's obligation to disburse remaining funds to City after Project acceptance, Section 1.(M), CTRMA's obligation to keep records, Section 1. (N) regarding the City's obligation to pay costs associated with any claims, Section 5. (E) regarding the City's responsibility to reimburse the Authority for Project Expenses, and Section 7. regarding liability, shall survive the termination of this Agreement.

6. Dispute Resolution

(A) If a disagreement between Authority and City arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the Authority's Program Manager and the City Project Manager within five (5) days, it shall be referred as soon as possible to the CTRMA Director of Engineering and City's Director of Engineering and Capital Projects. If still not resolved within five (5) days, it shall be referred to the Authority's Executive Director (or their designee) and the City Manager (or their designee).

(B) When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

7. Liability.

(A) To the extent allowed by Texas law, the City and Authority agree that each Party is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this Agreement as determined by a court of competent jurisdiction. Neither the City nor Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to a third party. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either City or Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to City or the Authority. The City shall have liability for claims arising from the delay or non-performance of third-party or municipal utilities to relocate or approve utility work necessary for Project construction.

(B) Claims Notification. If the Authority or the City receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the Authority or the City in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it. The notice shall include copies of all pertinent papers received by that Party with respect to these claims or actions relating to the Project.

8. Miscellaneous.

(A) Force Majeure. Whenever a period of time is prescribed by this Agreement for action to be taken by either Party, the Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(B) Notice. All notices, demands or other requests, and other communications required or permitted under this Agreement 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 the respective addresses set forth below, or such other address as each Party may from time to time designate by written notice to the others as herein required or (iii) electronic mail transmission (the latter of scanned documents in formats such as .pdf or .tif) for which confirmation of receipt by the other Party has been obtained by the sending Party:

AUTHORITY: Mike Sexton, Director of Engineering
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: msexton@ctrma.org

WITH COPY TO: Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Email address: gpetrov@ctrma.org

CITY: Randall Lueders, P.E. (or his successor)
Director, Engineering and Capital Projects
450 Cypress Creek Rd., Bldg. 1
Cedar Park, Texas 78613
Email address: Randall.lueders@cedarparktexas.gov

WITH A COPY TO: J.P. LeCompte, City Attorney
City of Cedar Park
450 Cypress Creek Rd., Bldg. 1

Cedar Park, TX 78613
Email address: jp.lecompte@cedarparktexas.gov

(C) Calculation of Days. Each reference in this Agreement to a day or days refers to a day that is not a Saturday, Sunday, or a legal holiday observed by both the City and the Authority. If the last day of any period described in this Agreement is a Saturday, Sunday, or such legal holiday, the period is extended to include the next day that is not a Saturday, Sunday, or such legal holiday.

(D) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties respecting the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties hereto. The recitals set forth above and the attached exhibits are incorporated herein.

(E) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(F) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

CSC
RZ


CITY OF CEDAR PARK, a political subdivision of the State of Texas

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas

By: Brenda Eivens
Brenda Eivens
City Manager

By: _____
James M. Bass
Executive Director

Date: 3.9.26

Date: _____

EXHIBIT A
LOCATION MAP SHOWING PROJECT

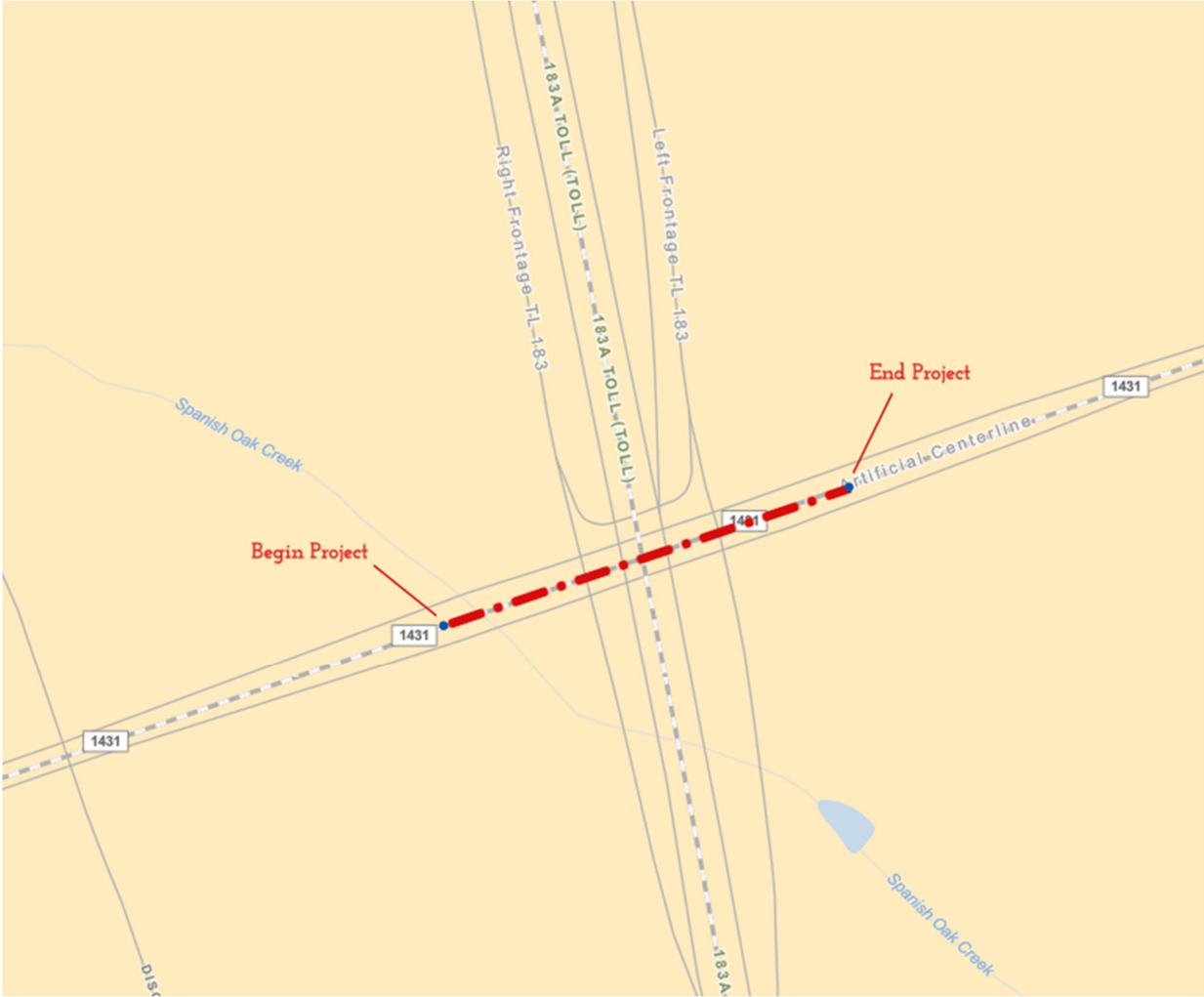


Exhibit B

RESOLUTION NO. R077.26.02.26.H3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE RM 1431 (WHITESTONE BLVD.) AT 183A INNOVATIVE INTERSECTION PROJECT IN AN AMOUNT NOT TO EXCEED \$15,900,000; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the RM 1431 (Whitestone Blvd.) at 183A Innovative Intersection Project ("Project") is funded through the City's 2022 Bond Program (\$8.7 million) and an Interlocal Agreement with Williamson County (\$7.2 million) for a total Project budget of \$15.9 million; and

WHEREAS, the Project is located at the intersection of the 183A Toll Road, owned by the Central Texas Mobility Authority ("CTRMA"), and RM 1431 (Whitestone Boulevard), owned by the Texas Department of Transportation ("TxDOT"), adjacent to the limits of the 183A frontage road extension currently under construction; and

WHEREAS, to ensure timely delivery and manage the complex coordination required among the City, CTRMA, and TxDOT, the City proposes transferring project delivery responsibilities to CTRMA; and

WHEREAS, under the proposed Interlocal Cooperation Agreement ("ILA"), the City would fund the Project, and CTRMA would assume full project delivery responsibilities including: coordination with TxDOT and the adjacent 183A Frontage Road Project, establishing a shared right-of-way agreement with TxDOT, procurement and oversight of design engineering and environmental permitting, and construction administration (bidding, inspections, and closeout); and

WHEREAS, CTRMA has successfully delivered similar projects for other agencies, including Travis County, using its General Engineering Consultant ("GEC"); and

WHEREAS, the City will fund a 4.65% administrative fee applied to the total Project cost to fund GEC expenses; and

WHEREAS, the Project will not include tolling and the intersection will remain a non-tolled roadway; and

WHEREAS, although CTRMA requests inclusion of the full \$15,900,000 in the ILA to ensure funding availability, the Project will proceed in three phases (preliminary engineering, engineering design, and construction), each requiring approval from City staff before funds are released for each phase; and

WHEREAS, the City will assign a staff member as project manager responsible for oversight of the Project including reviewing and approving design plans, participating in consultant evaluations, and reviewing monthly financial and progress reports from CTRMA; and

WHEREAS, the City has determined that a partnership with CTRMA for the design and construction of the Project will facilitate its timely implementation; and

WHEREAS, City staff recommends execution of an ILA with CTRMA for the RM 1431/183A Intersection Improvement Project in an amount not to exceed \$15,900,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The City Council hereby authorizes and directs the City Manager to execute an Interlocal Cooperation Agreement with the Central Texas Regional Mobility Authority for the design and construction of the RM 1431 (Whitestone Blvd.) at 183A Innovative Intersection Project in an amount not to exceed \$15,900,000, subject to final review by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

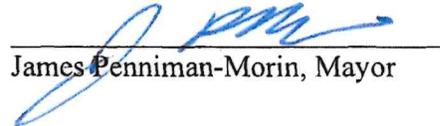
PASSED AND APPROVED this the 26th day of February, 2026.

CITY OF CEDAR PARK, TEXAS

ATTEST:



LeAnn M. Quinn, TRMC
City Secretary


James Penniman-Morin, Mayor

APPROVED AS TO FORM
AND CONTENT:


J.P. LeCompte, City Attorney

RESOLUTION NO. R077.26.02.26.H3



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #10

Project Report

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

March 25, 2026
AGENDA ITEM #11

Executive Director Board Report

Strategic Plan Relevance: Stewardship, Collaboration, Innovation, Service & Safety

Department: Executive

Contact: James M. Bass, Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Briefing and Board Discussion Only

Project Description/Background:

Executive Director Report.

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

Backup provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #12

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #13

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #14

Executive Session

Executive Session:

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

March 25, 2026
AGENDA ITEM #15

Adjourn Meeting

Adjourn Board Meeting.