

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

RESOLUTION NO. 13-065

**APPROVING AN AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION RELATING TO THE FINANCING, DEVELOPMENT, AND
OPERATION OF THE SH 71 TOLL LANES PROJECT.**

WHEREAS, the SH 71 Toll Lanes Project is a planned toll road project located in Travis County that will add express toll lanes to SH 71 from Presidential Boulevard to just east of SH 130, and will include the realignment of FM 973 where that road intersects with SH 71 (the "Project");

WHEREAS, Sections 228.002, 228.003, 370.301, and 370.302 of the Transportation Code authorize an agreement between Texas Department of Transportation ("TxDOT") and the Central Texas Regional Mobility Authority ("Mobility Authority") pertaining to the design, construction, financing, operation, ownership, maintenance, and tolling of highways;

WHEREAS, the Project is subject to the "primacy" provisions set forth in Chapter 373 of the Code, and grants the Mobility Authority the first option to develop, finance, construct and operate the Project;

WHEREAS, pursuant to Resolution No. 13-014 passed on February 27, 2013, the Board of Directors (the "Board") elected to waive and decline to exercise its option to develop, finance, and construct the Project, and retained (and did not waive) its option to operate any potential toll lanes on the Project and to retain the revenues generated therefrom;

WHEREAS, pursuant to Minute Order No. 113494 approved on February 28, 2013, the Commission approved TxDOT's determination to exercise its option to develop, construct, and finance the Project;

WHEREAS, the Executive Director and staff at TxDOT have discussed and are negotiating a proposed agreement relating to the financing, development, and operation of the Project (the "Project Agreement"), the most current draft of which is attached as Exhibit 1; and

WHEREAS, the Executive Director recommends approval of the proposed Project Agreement subject to completion of negotiations with TxDOT, in the form or substantially in the form attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Project Agreement in the form or substantially in the form attached as Exhibit 1, and authorizes the Executive Director to finalize and execute the Project Agreement in the form or substantially in the form attached as Exhibit 1.

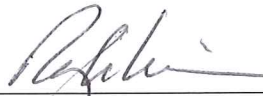
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 13-065
Date Passed: 10/30/13

Exhibit 1

Project Agreement

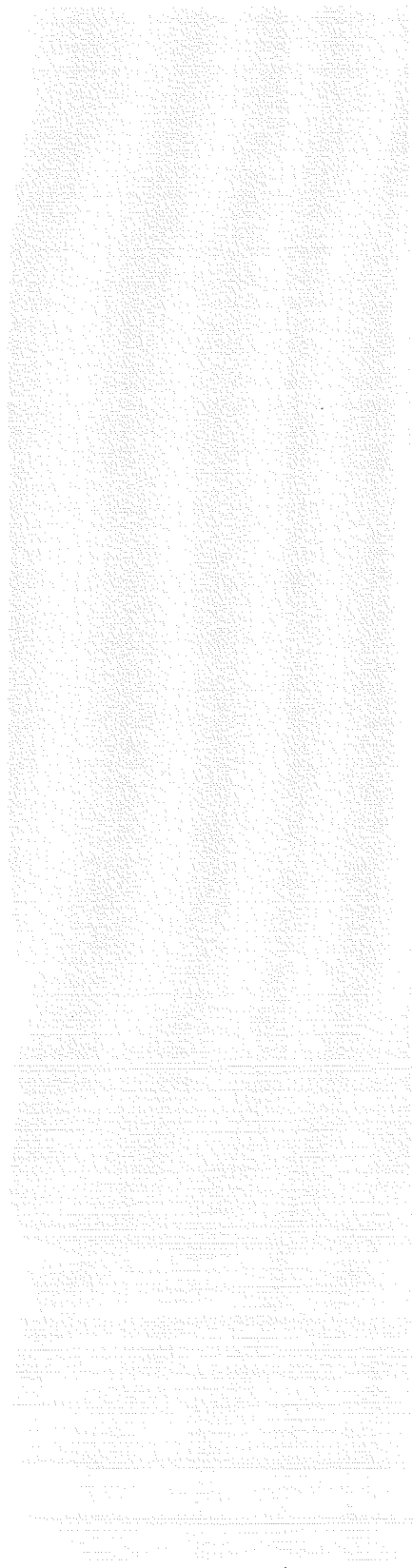
[on the following __ pages]

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PROJECT AGREEMENT
STATE HIGHWAY 71 TOLL LANES

Between
Texas Department of Transportation
and
Central Texas Regional Mobility Authority

Dated _____, 2013



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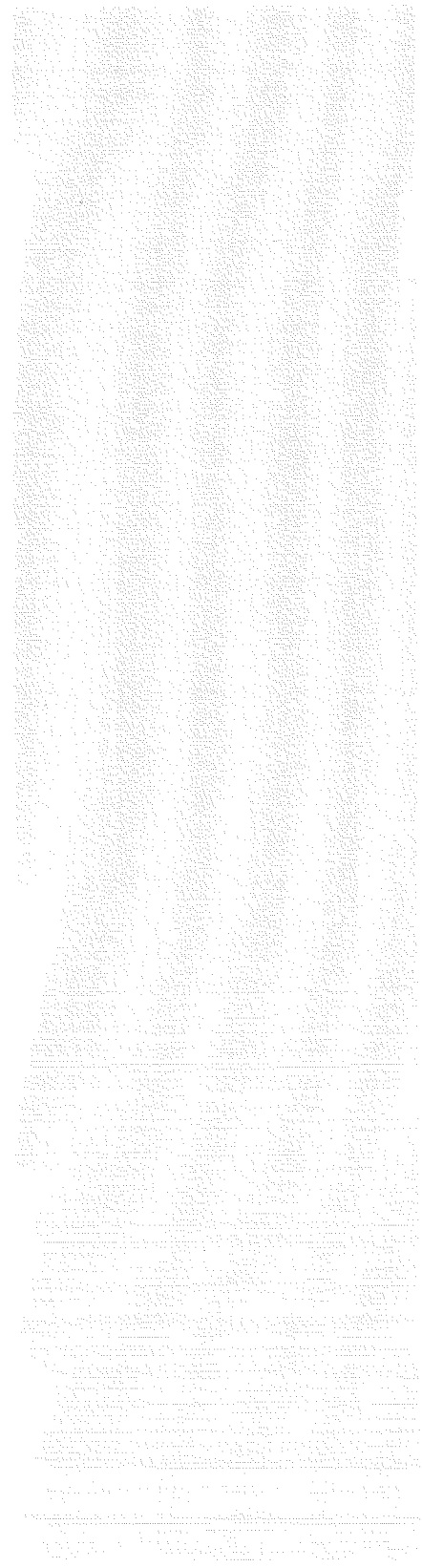
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Exhibit A -



PROJECT AGREEMENT
STATE HIGHWAY 71 TOLL LANES

THIS PROJECT AGREEMENT (this "Agreement"), by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission ("TxDOT"), and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a regional mobility authority and a political subdivision of the State of Texas (the "Authority"), is executed to be effective the ___ day of _____, 2013 (the "Effective Date").

WITNESSETH

WHEREAS, the Authority is authorized to study, evaluate, design, finance, acquire, construct, operate, maintain, repair, expand, and extend transportation projects within the Counties of Travis and Williamson, pursuant to Chapter 370 of the Texas Transportation Code (the "Code"), as amended (the "Regional Mobility Authority Act");

WHEREAS, the SH 71 Toll Lanes Project is a planned toll road project located in Travis County that will add express toll lanes to SH 71 from Presidential Boulevard to just east of SH 130, and will include the realignment of FM 973 where that road intersects with SH 71 (the "Project"), as depicted in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Project will be constructed on State-owned right-of-way, as more particularly described in Exhibit B to this Agreement;

WHEREAS, sections 228.002, 228.003, 370.301, and 370.302 of the Code authorize agreements between TxDOT and certain governmental entities, including regional mobility authorities, pertaining to the design, construction, financing, operation, ownership, maintenance, and tolling of highways;

WHEREAS, the Project is located within the jurisdiction of the Authority;

WHEREAS, the Project is subject to the "primacy" provisions set forth in Chapter 373 of the Code;

WHEREAS, Chapter 373 of the Code grants the Authority the first option to develop, finance, construct and operate the Project;

WHEREAS, pursuant to Resolution No. 13-014 passed on February 27, 2013, the Board of Directors of the Authority (the "Board") elected to waive and decline to exercise its option to develop, finance, and construct the Project, and retained (and did not waive) its option to operate any potential toll lanes on the Project and to retain the revenues generated therefrom;

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WHEREAS, pursuant to Minute Order No. 113494 approved on February 28, 2013, the Commission approved TxDOT's determination to exercise its option to develop, construct, and finance the Project;

WHEREAS, section 373.055 of the Code authorizes TxDOT and the Authority to waive or decline to exercise any option, step, or other right under Subchapter B of Chapter 373 of the Code and to, by written agreement, alter any step or time limit under that subchapter, including the timing of or conditions for initiating the process under Section 373.051;

WHEREAS, TxDOT and the Authority have agreed that this Agreement is an agreement under section 373.055 to waive or alter an option or step under Subchapter B of Chapter 373 by providing for TxDOT's operation and maintenance of all aspects of the Project other than the toll lanes on the Project;

WHEREAS, pursuant to Resolution No. ____ passed on _____, 2013, the Board authorized the Authority's Executive Director to enter into this Agreement;

WHEREAS, on _____, 2013, the Commission passed Minute Order _____, authorizing the executive director of TxDOT to enter into this Agreement;

WHEREAS, TxDOT and the Authority have received all authorizations, consents and approvals for and have otherwise complied with all applicable laws required to enter into and perform their obligations under this Agreement and to support the construction by TxDOT and operation by the Authority of the Project.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Agreement, TxDOT and the Authority agree as follows:

1. Definitions

Authority Improvements shall mean those portions of the Project, specifically described on Exhibit "C" attached hereto and made a part hereof, for which the Authority has certain responsibilities, as more particularly described in section 7.b. below.

Authorized Representative means an individual designated by a party to this Agreement who shall be authorized to make decisions and bind the party on matters relating to this Agreement, and to perform such other functions as described herein. The initial designations of the Authorized Representatives are provided in section 21 below. Such designations may be changed by written notice provided to the other party. A party's Authorized Representative may, by written notice provided to the other party, also delegate all or part of his/her duties to another individual.

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Environmental Documents means, as applicable, an environmental assessment, an environmental impact statement, a categorical exclusion, a Finding of No Significant Impact, a Record of Decision, any re-evaluation of an environmental assessment, any decision in connection therewith, any environmental permit or related authorization or decision, and/or any other environmental commitments or obligations, as they may relate to the Project.

Final Acceptance means the achievement of Substantial Completion, the achievement and delivery of all punchlist items to the satisfaction of TxDOT after consultation with the Authority, and the occurrence of all the other events and satisfaction of all the other conditions as set forth in the TxDOT design-build contract for the Project.

Force Majeure means actual delay or permanent or temporary inability to perform due to any of the following events to the extent such events have a physical impact on the Project and are beyond the parties' reasonable control, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence or reasonable efforts by the affected party: fire, flood, earthquake, hurricane, or other unavoidable acts of God. No delay shall be considered to be caused by Force Majeure unless the affected party notifies the non-affected party within ten (10) days after the affected party learns that such event will cause a delay.

NEPA Approval means the decision document issued by the FHWA, or other authorized party for the Project under the National Environmental Policy Act, and all approved supplements and reevaluations pertaining to the Project as of the Substantial Completion Date.

Net Revenues means the total annual toll revenues collected from the Project (including tolls and administrative fees, violation enforcement fees and penalties allocated to the project by the Authority) minus those costs chargeable to the Project for operations and maintenance of the toll lanes.

Project Right-of-Way means any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures within the lines established by the NEPA Approval to delineate the outside limits of the Project, as such limits may be adjusted from time to time as necessary for the design and construction of the Project, and specifically includes all air space, surface rights and subsurface rights within the limits of the Project Right of Way.

Substantial Completion means the satisfaction of all conditions to substantial completion contained in the TxDOT design-build contract for the Project, and is the point at which the Authority will assume operations and maintenance of the toll lanes.

Toll Collection System means the toll collection system, including its components, systems and subsystems, hardware, software, and physical infrastructure that is not otherwise provided or installed by the design-build contractor.

2. Support for Project

- a. The Authority and TxDOT acknowledge their support for the funding (subject to

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repayment by the Authority as provided herein), environmental planning, procurement, design and construction by TxDOT of the Project as a toll project pursuant to Chapter 228 of the Code, the use by the Authority of portions of the Project Right-of-Way after completion of the Project, the operation and maintenance by the Authority of the toll lanes within the Project as a "turnpike project" pursuant to the Regional Mobility Authority Act, and the use of Project revenues as set forth in this Agreement. Without limiting the provisions of this Agreement, each party will take all actions reasonably requested by the other party that are consistent with this Agreement in furtherance of the purposes of this Agreement.

b. TxDOT and the Authority anticipate that the Project will be planned, procured, designed and constructed by TxDOT through the design-build delivery model. Except as expressly set forth in this Agreement, TxDOT shall have no further obligations for the design, construction, operation and maintenance of the toll lanes within the Project, including any capital improvements thereto, after Final Acceptance of the Project occurs in accordance with the design-build contract.

3. Project Description and Overview

a. **Project Limits.** The Project can generally be described as the development of toll lanes on SH 71 extending from Presidential Boulevard to just east of SH 130, and including the realignment of FM 973 where that road intersects with SH 71, as has been approved by the Commission, the Authority Board of directors, and the Capitol Area Metropolitan Planning Organization. The Project will be developed, operated and maintained within the Project Right of Way, as shown in Exhibit B.

b. **Project Development.** TxDOT shall be the lead agency in the design, permitting and construction of the Project, in cooperation with the Authority. Except for Authority Improvements, and subject to the provisions of this Agreement, TxDOT shall issue the necessary procurement documents; manage the procurement process; acquire right of way and relocate/adjust utilities; and manage the design and construction of the Project with Authority input as set forth herein.

c. **Authority Improvements.** The Authority shall be responsible for the design, procurement, permitting, installation, testing and commissioning of the Authority Improvements, specifically described on Exhibit C.

d. **Project Operations and Maintenance.** Upon Substantial Completion, the Authority shall operate and maintain the toll lanes on the Project, which shall include, but not be limited to, the collection of the tolls, setting toll rates, servicing customers, toll enforcement, and facilities and toll collection system maintenance, repairs and capital improvements to the toll lanes, toll facilities and related equipment. The Authority shall retain the revenues generated from the Project, which revenues shall be used to pay operation and maintenance costs of the toll lanes, toll facilities and related equipment, and to reimburse TxDOT, to the extent provided in this Agreement. TxDOT shall operate and maintain all other aspects of the Project, including but not necessarily limited to, the general purpose lanes, and the FM 973 realigned intersection with SH

e. Project Funding. TxDOT will fund the development, design, and construction of the Project, subject to partial reimbursement from the Authority as provided in this Agreement. The estimated Project design-build cost is \$140 million, of which the Authority will reimburse TxDOT for up to \$65 million of those costs (the "Reimbursement Amount"), plus interest on the Reimbursement Amount, except as provided in Section 7.b.(2). The Reimbursement Amount shall consist of (i) up to \$60 million as reimbursement for TxDOT's Project costs, and which may be reduced dollar for dollar by the difference between the estimated Project cost of \$140 million and the actual Project cost; and (ii) up to \$5 million for costs initially incurred by the Authority for Authority Improvements and its related consulting costs. Interest on the Reimbursement Amount is determined as provided below in Section 5 below. Except as provided in section 7.b.(2), in no event shall the Authority's obligation to reimburse TxDOT exceed the amounts set forth in this subsection 3.e. absent the written agreement of the parties. The reimbursement by the Authority to TxDOT shall be payable solely from Net Revenues, with a 35-year term, with the first payment being due on the first anniversary of Substantial Completion, as more particularly set forth in Section 5.

f. Project Schedule. Pursuant to Section 373.053 of the Code, TxDOT, within two (2) years after the date on which all environmental requirements necessary for the development of the Project are secured and all legal challenges to development are concluded, will enter into a contract for the construction of the Project, unless otherwise agreed by the Parties. If TxDOT does not enter into a contract for the construction of the Project as provided herein, this Agreement shall terminate and the Authority and TxDOT may reinstate the process under Section 373.054 of the Code to develop, finance, construct and operate the Project. The parties agree that the deadline for advertising for the initial procurement contained in Section 373.053(b)(1) of the Code does not apply.

TxDOT will cooperate with and not unduly restrict the Authority's installation of the Authority Improvements in order to meet the Authority's scheduled completion date, provided the Authority's contractors cooperate with TxDOT's design-build contractor, and they do not materially interfere with each other. TxDOT shall provide the Authority with a copy of the master schedule under the design-build contract so that the Authority may coordinate the Authority Improvements to ensure that its work is complete and operational by the deadlines set forth in Exhibit C.

g. Contract Term. The term of this Agreement shall begin on the Effective Date, shall end at the earlier of thirty five (35) years after Substantial Completion, or upon full payment by the Authority of the Reimbursement Amount and all accrued interest. This Agreement may be extended under terms and conditions mutually acceptable by the Parties.

h. Project Completion Date. TxDOT shall use reasonable efforts to reach Substantial Completion by December 31, 2016.

i. After Substantial Completion. Upon Substantial Completion, the Authority will

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operate and maintain the toll lanes and the Authority Improvements and will collect all tolls. Upon Final Acceptance, the Authority shall become solely responsible for operation and maintenance of the toll lanes of the Project and will remain responsible for the operation and maintenance of the Authority Improvements.

j. License and Right of Possession. Pursuant to paragraph 6.c., TxDOT will grant the Authority a license and right of entry and possession on, over, and under such parts of the Project Right of Way as necessary to enable the Authority to operate and maintain the toll lanes and to construct the Authority Improvements.

4. Planning, Environmental, and Procurement Phase

a. TxDOT Responsibilities. Except for the Authority Improvements, TxDOT shall be responsible for the planning, environmental permitting, and procurement for the Project, in cooperation with the Authority, and consistent with TxDOT's standards and procedures for design-build projects. TxDOT's responsibilities shall include:

(1) Obtaining NEPA and other environmental clearances necessary for the design and construction of the Project.

(2) Preparing all Project plans and technical specifications.

(3) Preparing all other procurement-related documents and schedules.

(4) Administering the procurement process.

(5) Selecting the contractors and negotiating and executing all Project-related contracts, with the design-build contract to include a warranty, assignable to the Authority, covering the work performed by the contractor on the Project.

(6) Providing staff members to serve on the Leadership Team, and Design and Construction Technical Committee.

(7) Requiring and ensuring the execution of confidentiality agreements by TxDOT personnel or its consultant personnel who work on the Project. (8) In the event that the Project design-build contractor is subject to liquidated damages, the payment thereof will first be made to TxDOT to offset any actual costs or expenses of TxDOT resulting from delays by the design-build contractor, with the remainder being applied to reduce the Reimbursement Amount owed hereunder by the Authority to TxDOT, in consideration of the delay in the Authority's collection of toll revenues.

b. Authority Responsibilities. The Authority shall support the TxDOT procurement process and TxDOT's development of the plans and technical specifications, including the review of plans and technical specifications. Authority staff, and other Authority representatives subject to the prior approval of TxDOT, may participate in procurement related meetings, including observation of proposer evaluations and interviews, subject to TxDOT's procurement

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rules and confidentiality requirements. Authority responsibilities shall include:

- (1) Providing Authority staff members to serve on Leadership Team.
- (2) Providing Authority staff members (or consultants, to the extent authorized below) to serve on the Design and Construction Technical Committee which will meet throughout the term of the Project.
- (3) The Authority shall, to the extent legally capable and upon compliance with all procedures legally required therefor, promptly after the Effective Date, provide TxDOT with all original counterparts or, if originals are unavailable, copies of all materials prepared by or for the Authority (or otherwise held by the Authority) in connection with the Project, together with any and all other items or information in the possession of the Authority and useful to or necessary for TxDOT's completion of the Project, including any Authority context-sensitive design information or materials.
- (4) Requiring and ensuring that all personnel and consultants working on the Project on its behalf sign confidentiality agreements similar to those executed by TxDOT staff.
- (5) Reviewing contract documents, technical requirements, and plans and specifications, and submitting comments, if any, in a timely manner as requested by TxDOT, to avoid any delays in the design-build schedule and any contractor claims.
- (6) Reviewing and providing plans and technical specifications related to the infrastructure design as necessary to ensure its ability to accommodate the Authority Improvements and long-term maintenance of the Project.
- (7) Reviewing procurement documents as necessary to determine compliance with this Agreement.
- (8) Procuring and coordinating the design and installation of the Authority Improvements in a manner to avoid any delays in Project development and opening of the Project.
- (9) Ensuring that Authority consultants involved in the Project procurement are not permitted to be part of a proposer team or the developer team for the Project.
- (10) Providing support reasonably requested by TxDOT in connection with TxDOT's efforts to obtain the environmental clearance, permits, approvals, and agreements necessary for the Project.

5. Project Funding

a. TxDOT Responsibilities.

- (1) TxDOT agrees to fund the design-build costs of the Project, including, but not

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limited to, the costs of planning, design, permitting, construction, construction oversight and implementation, subject to reimbursement for up to \$60 million (plus interest) of those costs by the Authority as provided herein. In the event the total design-build cost of the Project is less than \$140 million, then the Reimbursement Amount to be reimbursed by the Authority to TxDOT shall be reduced on a dollar for dollar basis by the amount by which the total design-build cost is less than \$140 million. In the event the total design-build cost of the Project exceeds \$140 million, the Authority's reimbursement obligation shall be limited to the amounts stated herein unless otherwise agreed to in writing in accordance with Paragraph 7.b(2).

(2) In addition, TxDOT shall pay for up to \$2.6 million in costs incurred by the Authority in connection with the Authority Improvements. Prior to incurring these costs, the Authority shall submit to TxDOT, for its review and consideration, a scope of work and proposed budget for the work for which the Authority intends to seek reimbursement. Upon receipt of an invoice for such costs, the Authority shall review such invoice for accuracy and completeness, and upon completion of that review, forward the invoice to TxDOT. TxDOT will promptly pay the invoice directly to the Authority. All amounts paid by TxDOT under this section shall be added to the total amount to be reimbursed to TxDOT by the Authority, and shall accrue interest as provided herein.

(3) In addition, TxDOT shall pay for up to \$2.4 million in consultant costs incurred by the Authority in connection with the Project. Prior to incurring these costs, the Authority shall submit to TxDOT, for its review and consideration, a scope of work and proposed budget for the work for which the Authority intends to seek reimbursement. Upon receipt of an invoice for such costs, the Authority shall review such invoice for accuracy and completeness, and upon completion of that review, forward the invoice to TxDOT. TxDOT will promptly pay the invoice directly to the Authority. All amounts paid by TxDOT under this section shall be added to the total amount to be reimbursed to TxDOT by the Authority, and shall accrue interest as provided herein.

(4) TxDOT shall provide the Authority with the information it and its contractors, vendors and consultants shall require in order to pay for the Authority Improvements and related consultant costs.

(5) Authority underwriters, investment bankers financial advisors, legal counsel and other consultants shall not act as consultants to TxDOT for the Project without the express written consent of the Authority.

(6) TxDOT retains the discretion not to proceed with the Project and to terminate this Agreement if TxDOT is unable to fund the Project for any reason. In particular, and without limitation, in the event the total project cost, including the cost of all right of way acquisition, utility adjustment and relocation, and contingencies, exceeds \$140 million, then TxDOT may, in its sole option, cancel the Project and terminate this Agreement, without any liability or obligation to the Authority. In the event TxDOT terminates this Agreement prior to construction beginning, the Authority shall immediately, upon written notice from TxDOT, cease all work done by or on behalf of the Authority TxDOT has agreed to pay the costs of pursuant to

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subparagraphs a.(2) and a.(3) above. The Authority shall promptly remit to TxDOT any work product and equipment acquired by the Authority and to be paid for by TxDOT pursuant to subparagraphs a.(2) and a.(3) above. TxDOT shall pay to the Authority the amounts owed, and the work product and equipment shall be in full satisfaction of the Authority's obligation to reimburse TxDOT for such costs.

b. Authority Responsibilities

(1) Within ten (10) business days of receipt, the Authority shall submit the invoices and requests for payment from its contractors, vendors and consultants to TxDOT for processing and payment, subject to the provisions contained above. The Authority shall be responsible for reviewing and verifying all invoices and requests for payment from its contractors, vendors and consultants prior to submission to TxDOT, and shall be solely responsible for properly classifying the invoice for payment for Authority Improvement costs or for the related consultant fees. TxDOT will disburse funds not more than once per month to the Authority for disbursement to its Project contractors, vendors and consultants.

(2) The Authority shall provide to TxDOT documentation that substantiates its costs incurred for Authority Improvements and consultant costs; and shall be responsible for ensuring that its contractors, vendors and consultants provide the proper documentation for payment.

(3) The Authority shall not take any action that might impair TxDOT's rights under this Agreement. In the event TxDOT believes that such action has occurred or is imminent, TxDOT shall notify the Authority and the parties shall work to resolve the action in a manner which protects the interests of both parties.

c. Repayment Obligations.

(1) Interest shall accrue on the unpaid Reimbursement Amount at an annual rate of 3.62% (TIFIA 35 year rate on October 22, 2013), compounded annually, beginning on Substantial Completion. Beginning on the first anniversary date of Substantial Completion (the "Payment Date"), and continuing every year thereafter for a total of thirty five (35) years from Substantial Completion (the "Payment Term") or until the Reimbursement Amount and all accrued interest is paid, the Authority shall pay to TxDOT one half of Net Revenues (as further defined herein). This payment shall first be applied to all accrued interest, and any leftover amount of the payment shall be applied to the unpaid Reimbursement Amount. In the event the payment is not sufficient to pay for all accrued interest, then the unpaid accrued interest shall be added to the Reimbursement Amount.

(2) Until the Authority has paid to TxDOT all amounts owed hereunder, the Authority further agrees as follows: (i) it shall set toll rates at an amount expected to yield Net Revenues sufficient to fully reimburse TxDOT in accordance within the Payment Term, unless TxDOT and the Authority agree that any increase in toll rates then in effect could materially adversely affect revenues from lanes; (ii) the Authority shall not assign, pledge, or otherwise encumber the toll revenues from the Project in any manner that would make repayment to

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TxDOT subordinate or inferior to any cost, charge, or expense, other than the payment of operation and maintenance expenses, and (iii) it shall not use TxDOT's share of Net Revenues for any purpose other than paying to TxDOT the amounts owed under this Agreement.

(3) In the event that, at the end of the Payment Term, the Reimbursement Amount and all accrued interest has not been paid in full, the Authority shall pay all amounts owing within 180 days after the last Payment Date, unless otherwise agreed by TxDOT and the Authority. There shall be no penalty for early payment or prepayment of the Reimbursement Amount, and no obligation to pay interest in connection with an early payment or a prepayment other than interest that has accrued through the date of the payment.

6. Project Right of Way

a. **TxDOT Responsibilities.** TxDOT has acquired, or shall be responsible for acquiring, at its sole expense, all Project Right of Way necessary to accommodate the Project and to achieve Final Acceptance. Upon Final Acceptance, TxDOT shall grant to the Authority a license and right of entry to occupy and use the Project Right of Way as further provided in subparagraph c. below. If the parties desire to transfer the Project, or a portion thereof, to the Authority, then the Authority and TxDOT agree to cooperate as necessary to obtain the approvals and consents needed for such a transfer.

b. **Authority Responsibilities.** The Authority shall be responsible, at its sole expense, for the acquisition of any right of way other than the Project Right of Way, if required for the operation and maintenance of the tolled lanes. Title to all right of way acquired by the Authority shall remain with the Authority.

c. **Use of Project Right of Way.** TxDOT grants to the Authority a license and right-of-entry on, over, and under such area and right-of-way owned by, and subsequently acquired, and otherwise under TxDOT's control and as necessary to enable the Authority to cause the tolled lanes within the Project to be operated, maintained, policed and regulated. Such license and rights of entry relating to the aforementioned activities shall be deemed granted upon Substantial Completion and shall remain in effect unless and until operation and maintenance of the tolled lanes within the Project is otherwise permanently acquired and assumed by TxDOT in accordance with paragraph 5.e, with the consent of the Authority, or pursuant to applicable law. The right-of-way to which use is granted hereunder is depicted on Exhibit __. In the event a third party requests evidence of authorization for the Authority to use TxDOT owned right-of-way pursuant to this Agreement or otherwise, TxDOT agrees to execute a license, right-of-entry, or other document in a form reasonably acceptable to TxDOT and which evidences the rights granted herein. All use of the Project Right of Way by the Authority shall comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the Project Right of Way for operations of TxDOT, including public safety and congestion mitigation on the general purpose lanes and other areas of the corridor outside the toll lanes within the Project. The Authority acknowledges that it enters the TxDOT property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials, and that TxDOT has

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not made any representations or warranties as to the condition of the Project Right of Way. TxDOT will provide to the Authority information TxDOT may have concerning the environmental status of the property. The Authority hereby waives any and all causes of action, claims, demands, and damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in the Agreement. The Authority acknowledges and agrees that it has fully exercised the right to inspect the Project Right of Way for any defects as to the suitability of such property for the purpose to which the Authority intends to put it. This Agreement is subject to all covenants, easements, reservations, restrictions and other matters applicable to the Project Right of Way, and the Authority is using the Project Right of Way subject to rights, if any, of any other persons or entities, including utilities authorized to be in the right-of-way of a state highway. The provisions of this Subsection 6.c. shall survive the expiration or termination of this Agreement.

d. Project Extension or Expansion. Neither party anticipates the acquisition of right of way for future extensions or changes. In the event thereof, the Parties shall determine at the time of the desired acquisition the responsibilities, title to and control thereof. Notwithstanding the forgoing, any major modification to, expansion or extension of the Project infrastructure shall be subject to TxDOT approval.

e. Liability. TxDOT will not have to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with the Authority's activities on the Project Right of Way. The provisions of this Subsection 6.e. shall survive the expiration or termination of this Agreement.

7. Design and Construction of the Project

a. TxDOT Responsibilities for Design and Construction.

(1) Except as provided herein, TxDOT shall be responsible for the design and construction of the Project consistent with the standards TxDOT utilizes on other design-build projects, unless otherwise agreed to by the parties. TxDOT shall not be responsible for the Authority Improvements.

(2) TxDOT shall be fully responsible for (i) ensuring that all environmental permits, issues, and commitments are addressed in its project design; (ii) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes; and (iii) ensuring that all construction plans are signed, sealed and dated by a professional engineer licensed in the State of Texas.

(3) TxDOT also shall be responsible for securing construction oversight and inspection, and materials testing and inspection.

(4) Except as provided herein, TxDOT shall have primary authority and responsibility for (i) the design of the Project and all features thereof; (ii) the selection of consultants, construction managers, engineers, architects, surveyors, testing engineers and

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laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the design or construction of the Project; (iii) the commencement, sequencing and timing of design and construction activities and other work; (iv) construction oversight and inspection; (v) materials testing and inspection; (vi) the acceptance or rejection of work or other deliverables; (vii) the negotiation, bidding, letting and management of contracts, including the design-build contract for the Project; (viii) complying with federal oversight and reporting requirements; and (ix) the resolution of disputes under such contracts.

(5) Context-Sensitive Design Criteria - Roadway structures and other design elements shall follow the context-sensitive design requirements for the Project provided to TxDOT by the Authority and which are in effect on the date proposals for the design-build contract are due, or as may be otherwise agreed by the parties.

(6) Roadway Design Criteria - Roadway and structures shall be designed according to the applicable TxDOT design manuals and criteria as supplemented by any specific terms the Authority and TxDOT may agree upon.

(7) TxDOT shall be responsible for the timely development of the plans, specifications and construction of the Project.

(8) Except as provided herein, TxDOT shall be responsible for all required utility relocations and/or adjustments.

(9) TxDOT shall coordinate with and require its contractors to coordinate work activity and schedules with the Authority and its system integrator to facilitate the timely installation of the Authority Improvements.

(10) TxDOT shall include the Authority as an additional insured on any insurance policy providing coverage beyond Final Acceptance of the Project.

(11) TxDOT shall assign its rights, title and interest in all warranties and warranty bonds pertaining to the toll lanes of the Project upon Final Acceptance. TxDOT shall reasonably assist the Authority in the Authority's pursuit of any breach of contract, negligence, or other claim against any of TxDOT's contractors, which assistance may include the sharing of documentation, providing access to its employees and consultants, or, if necessary, joinder in any legal action, provided that the Authority shall promptly reimburse TxDOT for all costs it incurs as a result.

(12) TxDOT shall, as requested by the Authority, participate in and provide comments regarding the design, and installation of the Authority Improvements.

(13) TxDOT shall provide in its design-build contract that the contractor shall be responsible for liquidated damages and other losses incurred by TxDOT and the Authority as a result of the contractor's delays or inability to perform.

b. Authority Responsibilities for Design and Construction

(1) The Authority shall provide comments to the above described documents within five (5) business days of receipt from TxDOT and shall not delay or hamper the Project schedule.

(2) In the event the Authority requests changes to the design and/or technical specifications, TxDOT and the Authority shall confer in an effort to reach an agreement as to the incorporation of those requested changes. In the event that any Authority-requested change would cause an increase in TxDOT's project costs, TxDOT and the Authority agree that, following the written approval of the performance of such work provided by the Authority to TxDOT, the amount of that increase will be added to the Reimbursement Amount, which may then exceed \$65 million. In this case, the Authority will be responsible for the upward adjustment of the Reimbursement Amount.

(3) The Authority shall use good faith efforts to complete construction/installation of the Authority Improvements as required by the Project construction schedule, subject only to delays caused by Force Majeure events. The Authority shall cooperate with TxDOT and its contractors, and cause its contractors to cooperate with TxDOT and its contractors, in scheduling and coordinating this work. The toll collection system shall be interoperable with other toll facilities within the state.

(4) The Authority and TxDOT shall work jointly in identifying a mutually agreed upon location in the corridor for maintenance operations and storage of materials needed for maintenance.

(5) The Authority shall be responsible for the acceptance or rejection of any work or deliverables related to the items for which it is responsible.

(6) The Authority shall include TxDOT as an additional insured on any insurance policy providing liability and property coverage beyond Final Acceptance.

(7) The Authority shall provide in its contract with its toll system integrator that the integrator shall be responsible for liquidated damages and other losses incurred by TxDOT and the Authority as a result of the integrator's delays or inability to perform, as such deadline will materially and adversely impact TxDOT's cost to complete the Project. TxDOT shall notify the Authority of TxDOT's estimate of the cost impacts attributable to such Authority delay. Unless otherwise agreed, the Authority shall provide to TxDOT all amounts received by the Authority from its toll system integrator as a payment for damages and other losses incurred by TxDOT, without any offset or withholding by the Authority.

(8) The Authority forever releases, waives, relinquishes, and agrees not to assert any and all claims for loss, damage, or penalty of any kind whatsoever it may have or may hereafter acquire against TxDOT, its agents, employees, officers, successors, assigns, contractors and/or consultants, arising from or related to the design and/or construction of the Project, regardless of whether such claim is known or unknown. Nothing contained in this Agreement or elsewhere

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shall impose any liability on TxDOT for or with respect to the design and construction of the Project, other than the funding thereof. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability that it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority. Notwithstanding the foregoing, the Authority shall maintain such rights against third parties as may be necessary to defend itself against any action brought by such third parties.

8. Project Acceptance

a. TxDOT Responsibilities

(1) Within two business days after TxDOT receives notice from the design-build contractor of the date it expects to achieve substantial completion of the work (but not less than twenty (20) days prior to such date), TxDOT shall provide the Authority with written notification of such date. TxDOT and the Authority shall meet and confer and exchange information on a regular cooperative basis with the goal being TxDOT's and the Authority's orderly, timely inspection and review of such work for compliance with the technical requirements in the design-build contract and the Authority Improvements contract and for identification of patent defects and preparation of a punch list. Such inspection shall occur no later than fifteen (15) days after the date TxDOT provides the Authority with written notification of the expected date of substantial completion of the work. The punch list items shall be subject to review and reasonable concurrence by TxDOT and the Authority that the items listed (i) constitute material obligations of the design-builder, and (ii) are in material non-compliance with the requirements of the design-build contract. TxDOT and the Authority shall jointly prepare a single, consolidated punchlist. If any material patent defect is not eligible for treatment as a punch list item, TxDOT shall cause it to be rectified as a condition to achieving Substantial Completion of the work.

(2) TxDOT shall cause punchlist items, including patent defect identified by the parties, to be diligently completed following Substantial Completion. Satisfactory completion of the punchlist items shall be subject to review and reasonable concurrence by TxDOT and the Authority

(3) After Substantial Completion, completion of all the punch list work by the TxDOT contractor, and satisfaction of all other conditions to Final Acceptance contained in the contract between TxDOT and its contractor, TxDOT will issue a certificate of Final Acceptance with regard to the work. Prior to issuing the certificate TxDOT shall confer with the Authority concerning the determination that all conditions to Final Acceptance have been satisfied.

(4) Upon Final Acceptance, TxDOT shall provide one copy of the following documents to the Authority:

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- i. As-built or record drawings of all release for construction plans
- ii. Geotechnical reports
- iii. Drainage reports
- iv. Shop drawings
- v. Warranties from all subcontractors and suppliers
- vi. Applicable maintenance and operations manuals provided by the contractor for any installed equipment

(5) To the extent permitted by law, upon Final Acceptance, TxDOT will transfer to the Authority all of TxDOT's rights and obligations under the Environmental Documents.

b. Authority Responsibilities.

(1) The Authority shall participate in the inspection for creating the punch list as provided above.

(2) The Authority shall participate in inspections at Final Acceptance of the Project, as described above.

(3) The Authority shall ensure that the toll collection system is operable at Substantial Completion, subject to correction of punch list items, consistent with the Project schedule.

(4) Within two (2) business days after the Authority receives notice from its system integrator of the date it expects to achieve substantial completion, the Authority shall provide TxDOT written notification of such date.

(5) If any material patent defect is not eligible for treatment as a punch list item, the Authority shall cause it to be rectified as a condition to achieving Substantial Completion of the Authority Improvements.

(6) Prior to deploying any toll collection equipment or technology the Authority (or its contractor) shall certify to TxDOT that the technology complies with the interoperability rules that are in effect on the date of issuance of the request for proposals for the toll systems integration contract.

(7) The Authority shall provide to TxDOT a letter acknowledging the final acceptance of the Authority Improvements by the Authority.

9. Operation and Maintenance

Prior to the Final Acceptance of the Project, TxDOT shall be responsible for the development construction, operation, maintenance, and policing of the Project, except that the Authority shall be responsible for the installation of the Authority Improvements, and the operation and maintenance of the toll lanes, including the Authority Improvements, from and after Substantial Completion. The Parties shall work together to coordinate maintenance activities on the portions

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of the Project that each will maintain and operate so as to minimize disruptions to service and negative impacts to their respective facilities.

a. TxDOT Responsibilities.

(1) Except as provided in subsection 9.b. below, TxDOT shall be responsible for operation and maintenance of the Project through Final Acceptance, except that the Authority shall be responsible for operation and maintenance of the toll lanes, including the Authority Improvements, following Substantial Completion. TxDOT shall remain responsible for the operation and maintenance of the general purpose lanes in the corridor.

(2) If requested by the Authority, TxDOT shall conduct the necessary studies to determine the appropriate speed limits for the Project and install and maintain the appropriate highway operations signage, in accordance with the Texas MUTCD.

(3) In the event the Authority adopts any business rules specific to the Project (and the operation of the toll lanes), TxDOT shall participate in the development of and any revisions to such business rules.

(4) TxDOT shall notify the Authority of any modifications in the Project's operations and maintenance that may be required for TxDOT's customer service center ("CSC") operations or for the efficient operation of adjacent TxDOT facilities, provided such modifications do not have a material adverse impact on toll operations and the generation of toll revenues.

(5) TxDOT shall be primarily responsible for the resolution of and compliance with any environmental permitting and mitigation issues through Final Acceptance, with the Authority having such responsibility thereafter.

(6) TxDOT shall (i) operate and maintain the general purpose lanes adjacent and parallel to the Project, in a manner that does not materially interfere with the Authority's operation and maintenance of the toll lanes within the Project; (ii) perform all required federal inspections for bridges, structural steel/signs, and other facilities after Final Acceptance; (iii) operate and maintain traffic signals and other traffic control devices at the interchanges; and (iv) coordinate with the Authority concerning the timing and duration of closures of interchanges for maintenance or other non-emergency purposes.

(7) TxDOT shall establish the speed limits and conditions for use of the general purpose lanes adjacent to the toll lanes within Project.

(8) TxDOT shall allow the Authority to locate and maintain signage concerning use of the toll lanes within the Project at mutually agreeable locations within the right-of-way maintained by TxDOT.

(9) TxDOT shall process TxTag transponder transactions and manage the related customer accounts for the Project in accordance with the fee structure rates set forth in the Interlocal Agreement for Interoperability of Toll Collection Systems (the "Interlocal

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Agreement”), as that agreement may be amended from time to time hereafter, and to which TxDOT and the Authority are among the parties.

b. Authority Responsibilities.

(1) Upon Substantial Completion, the Authority shall assume full responsibility for the operation and maintenance of the Authority Improvements and the toll lanes, and shall have the right to receive and collect the tolls therefrom, subject to the terms of this Agreement. The Authority shall be responsible, at its expense, for (i) incorporating tolling operations into its existing toll collection system; and (ii) operating and maintaining the Authority Improvements and the toll lanes in a manner consistent with Authority policies and other Authority projects. Upon Substantial Completion, the Authority shall also be responsible for all losses or damage to the Authority Improvements and/or the toll lanes, save and except for those damages caused by TxDOT or its design-build contractor.

(2) Upon Substantial Completion, the Authority shall be responsible for setting the toll rates, tolling scheme and rate adjustments.

(3) The initial toll rate structure shall be such that the rates are static (that is, not dynamic). As may be warranted by congestion, the Authority may, in consultation with TxDOT, employ the use of a dynamic pricing rate structure, at its cost, to manage congestion. To minimize degradation to the TxDOT CSC operations, the Authority shall consult with the TxDOT Toll Operations Division prior to undertaking the use of dynamic pricing and coordinate efforts to inform motorists and CSC customers.

(4) Upon Substantial Completion, and as provided in Chapter 370 of the Transportation Code, the Authority shall have the exclusive right to enforce and collect tolls from the users of the tolled lanes of the Project, which shall offer electronic toll collection and pay-by-mail collection options.

(5) The Authority shall be responsible for toll collection, violation processing, revenue handling and accounting, and customer service and support for the Project via a third party vendor, TxDOT, or other means. The Authority shall either self-perform, without contracting with a third party, or contract with the TxDOT Toll Operations Division for TxTag transponder transaction processing, and related customer service and account management. In the event the Authority contracts with TxDOT for those services, it shall compensate TxDOT in accordance with fee schedule and terms set forth in the Interlocal Agreement. TxDOT and the Authority will work cooperatively to determine the operations of the toll lanes, system interoperability, and internal control documents for data and valid transponder files and transactions, to minimize any adverse impact on TxDOT customer service center operations and adjoining facilities.

(6) Upon Final Acceptance, the Authority shall assume full responsibility for the operation and routine maintenance (including pavement repair, litter pickup, trimming, etc.) and capital maintenance of the toll lanes on the Project, and all of the Project Right-of-Way in which

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the toll lanes are located, which includes shoulders, pavement, pavement striping, toll signage, concrete traffic barrier or striping separation, toll lane bridge decks, sound walls, retaining walls, structural steel, and any other appurtenances associated with the toll lanes operations in accordance with agreed upon standards. The Authority shall be responsible for operating and maintaining the infrastructure facilities, including any barriers or traffic control device used to separate the toll lanes from the general purpose lanes. The Authority's responsibilities under this subsection do not extend to the general purpose lanes in the corridor, which remain the responsibility of TxDOT.

(7) Upon Final Acceptance, the Authority will comply with all requirements of the Environmental Documents, and will be responsible for all permitting and mitigation issues, and for obtaining any changes to the Environmental Documents that may be necessary for the operation and maintenance of the Project after Final Acceptance. In operating and maintaining the Project, the Authority agrees to comply with all applicable laws, rules, and regulations.

(8) Upon Final Acceptance, the Authority shall be responsible for all inclement weather operations, repairs of facilities located in or on the toll lanes within Project, and for obtaining and/or maintaining equipment required for these operations.

(9) Upon Final Acceptance, and as provided for herein, the Authority shall have the right to use Project Right of Way and the Project infrastructure/facilities to operate and maintain the tolled lanes and collect the tolls on the toll lanes within the Project.

(10) The Authority shall (i) establish the speed limits and conditions for use of the toll lanes within the Project, and (ii) ensure that its operation and maintenance of the toll lanes does not materially interfere with or adversely affect TxDOT's operation or use of the general purpose lanes and other adjacent TxDOT facilities.

(11) Upon Final Acceptance, the Authority shall be responsible for all major capital improvements to the toll lanes within the Project to include, but not be limited to:

- i. Toll lane bridge deck repair and rehabilitation
- ii. Sound wall repair and rehabilitation
- iii. Retaining wall repair and rehabilitation
- iv. Pavement repair and rehabilitation
- v. Barrier or traffic control device repair, rehabilitation and replacement
- vi. Sign/lighting/striping repair, replacement and rehabilitation
- vii. Applicable signal installation, repair, and replacement, and coordination with affected cities, as appropriate.

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- viii. Toll collection system repair, rehabilitation and replacement.
- ix. Toll lane capacity expansions.

(12) Upon Final Acceptance, the Authority shall perform or contract to perform all traffic management and safety operations to include:

- i. Police services in a manner consistent with the Authority's system
- ii. Wrecker services in a manner consistent with the Authority's system
- iii. Lane closures in a manner consistent with Authority standards, and as coordinated with TxDOT.

(13) Upon Final Acceptance, the Authority shall be responsible for the security of all toll-related Project equipment, systems, stores, stockpiles, structures, buildings, and maintenance facilities, if any.

(14) The Authority shall operate and maintain the toll lanes within the Project in accordance with the annual operations and maintenance budget to the extent Project revenues are available therefor.

10. Oversight Committees

Immediately after the Effective Date, the Parties shall designate their respective members of the Leadership Team and Design and Construction Technical Committee.

a. Design and Construction Technical Committee.

The Design and Construction Technical Committee shall have oversight responsibility for project design and construction issues and directives to the contractor including, but not limited to responding to inquiries, resolving issues and participating in the review of design questions, requests for information, requests for changes, change orders, design and construction deviations, noncompliance reports and notices of design change and other technical questions from the design-build contractor and toll collection system integrator. The Design and Construction Technical Committee will consist of eight members: four members each from TxDOT and the Authority. Consultants may serve in place of staff members but numbers are limited to a total number of four for each party. Consultants may not make decisions on behalf of a party but serve as a technical resource and support. This committee will meet no less than monthly during the design and construction of the project to discuss:

- (1) Design and construction progress and related schedule impacts;
- (2) Contractor requests regarding technical requirements that may impact operations and maintenance of the Project;

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- (3) Construction coordination
- (4) Necessary or desirable changes to design and technical requirements.

b. Leadership Team.

A Leadership Team shall be established to help resolve issues relating to the parties' responsibilities under this Agreement that arise during the procurement for the design-build contract, design and construction of the Project and operations and maintenance of the Project, and which are not resolved between TxDOT's project manager and the Authority's dedicated staff, or by the Design and Construction Technical Committee. The Leadership Team shall consist of four members: two staff members each from TxDOT and the Authority. Consultants may not serve on the Leadership Team. The Leadership Team shall meet as necessary and appropriate during design, construction, and operations, and may only take action by means of a majority vote of its members.

11. Insurance

- a. Upon Final Acceptance, the Authority shall maintain such types and amounts of insurance coverages as the parties mutually agree is necessary to protect the interests of the parties in the toll lanes within the Project and Project revenues, which shall in no event provide less protection than is afforded by the insurance coverages maintained by the Authority on its other projects. The costs of insurance for the Project shall be an operating expense of the Project.

b. This Agreement authorizes the Authority or its contractor to perform work on TxDOT right-of-way. Before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance. The amounts and types of insurance specified and certified to on the Certificate of Insurance must comply with the insurance requirements of _____. This coverage shall be maintained until all work on TxDOT right-of-way is complete. If coverage is not maintained, all work on TxDOT right-of-way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

12. Reports

- a. For such time that the Authority is obligated to reimburse TxDOT, all records and documents prepared by the Authority under this Agreement or otherwise relating to its design, construction, operations and maintenance obligations regarding the Project shall be made available to authorized representatives of TxDOT for purposes of inspection, copying and audit during normal work hours. All records and documents prepared under this Agreement and described in this paragraph must be maintained by the Authority for five (5) years after the record or document is created.

b. Not less than sixty (60) days and not more than ninety (90) days before the commencement of each fiscal year, the Authority shall deliver to TxDOT for its review a

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preliminary annual operations and maintenance budget for such fiscal year. Such budget shall be based on operating and maintaining the Project to the standards as agreed upon prior to Final Acceptance or, for an item not specifically addressed in this Agreement, to the standards the Authority utilizes on its other projects, and cost allocations to the Project shall be in accordance with the cost principles established in OMB Circular A-87 that specify that costs must be allowable, reasonable and allocable to the Project. The Authority shall deliver to TxDOT for its review any subsequent changes to the current operations and maintenance budget. The Authority shall also deliver to TxDOT monthly expenditures to-date compared to annual budgets for each fiscal year, monthly reports regarding Project operating and maintenance expenditures, completed preventative maintenance activities, transaction reports, revenues collected and toll collection rates. The Authority will provide notice within ten days to TxDOT if any actual operating and maintenance costs exceed the amount budgeted for such costs in the annual operating and maintenance budget by an amount equal to or above 105% of such aggregate budgeted amount, including a brief narrative explanation of the reasons for such variance.

13. Reliance by TxDOT

The Authority acknowledges and agrees that in connection with the performance by TxDOT of its obligations under this Agreement, TxDOT will rely on (i) the Authority's waiver of its option and primacy rights, and the exercise by TxDOT of its option and primacy rights for the purposes of developing, financing, and constructing the Project, (ii) the Authority's exercise of its option and primacy rights for the purpose of operating and maintaining the toll lanes within the Project and collecting the revenues therefrom from and after Final Acceptance, and (iii) the rights and obligations of the parties under this Agreement. Accordingly, the Authority hereby covenants and agrees that it shall not seek to (a) terminate this Agreement, (b) revoke the Authority's waiver of its option and primacy rights for the purposes of developing, financing, and constructing the Project, or (c) seek or support legislation that would have a direct and material adverse impact on the intent of this Agreement. The provisions of this Section 14 shall survive termination of this Agreement.

14. Compliance with Applicable Laws.

The Authority and TxDOT shall comply with all federal, state and local laws applicable to them with respect to this Agreement. The Authority and TxDOT acknowledge and agree that references to provisions of the Transportation Code are to those provisions as they were in effect on September 1, 2013. If amendments to any such provisions become (or became) effective at any time after September 1, 2013, that impact a party's rights and obligations hereunder, the Authority and TxDOT agree to promptly make such amendments to the Agreement as are required to preserve, to the greatest extent possible and legally permissible, the intent of this Agreement, as well as the interests of each party in this Agreement, as such intent and interests existed without such amendments.

15. Termination of this Agreement.

a. **Mutual Termination.** Except as provided herein, this Agreement may be terminated

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only by written mutual agreement and consent of the parties hereto.

b. Primacy. Either party may terminate this Agreement by written notice to the other party if the Authority's waiver of its primacy rights and option with regard thereto is terminated or rescinded.

c. Dissolution of the Authority. In the event that the Authority is dissolved, ceases to function, or its operations assumed by a third party, then TxDOT may elect to terminate this Agreement. Upon termination of this Agreement, the Authority shall, within 180 days of such termination, pay to TxDOT all amounts remaining owed to TxDOT under the terms hereof. In the event the Authority fails to make such payment, the operation and maintenance of the toll lanes within the Project, including toll collection and the rights to toll revenues, shall revert back to TxDOT. Further, the Authority's license to use the Project Right of Way shall terminate. TxDOT shall then have the right to operate, maintain and collect the tolls from the Project, and assume full control of and responsibility to operate and maintain the Project. In that event, the Authority shall transfer its interest in the Authority Improvements and assign any and all related operations and maintenance contracts, including its interests in the toll collection system.

16. Defaults and Remedies.

a. Authority Defaults. The Authority shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each an "Authority Default"):

- (1) The Authority fails to reimburse TxDOT for all amounts owed hereunder on or before 180 days after the last Payment Date;
- (2) The Authority fails to reimburse TxDOT for all amounts owed hereunder within 180 days after termination of this Agreement by TxDOT; or
- (3) The Authority fails to observe or perform any other covenant, agreement, term or condition required to be observed or performed by the Authority under this Agreement.

b. Authority Cure Periods. For the purpose of TxDOT's exercise of remedies, the Authority shall have the following cure periods with respect to the following Authority Defaults:

- (1) Respecting an Authority Default under subsection a.(1), a period of thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default.
- (2) Respecting an Authority Default under subsection a.(2), a period of thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default; provided that if the Authority Default is of such a nature that the cure cannot with diligence be completed within such time period and the Authority has commenced meaningful steps to cure promptly after receiving the default notice, the Authority shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

c. TxDOT Remedies for Authority Defaults.

(1) TxDOT shall be entitled to seek an action in mandamus against the Authority on account of the occurrence of an Authority Default including without limitation a default in the obligation to remit the portion of Net Revenues held by the Authority and to be remitted to TxDOT pursuant to this Agreement.

(2) In addition to the forgoing, if the Authority fails to perform or fails to meet the standards required hereunder for any of the tolling operations it is required to perform for a period of thirty (30) days, upon notice to the Authority, TxDOT shall have the right but not the obligation to step-in and undertake the operation and maintenance of the Project, including the collection of tolls and other tolling services under this Agreement using any and all reasonable means necessary to perform such services and collect such tolls; provided that, if TxDOT exercises its right to step-in, the Authority shall have the right to resume performing such tolling services in compliance with the requirements of this Agreement and TxDOT shall cease performing such services not earlier than one year after the date TxDOT exercises its right to step-in and only following the submittal to TxDOT in writing of a remedial plan that (A) demonstrates to TxDOT's reasonable satisfaction that the Authority is ready, willing and able to perform such services, and (B) sets forth the specific steps the Authority intends to take as well as the schedule to resume performing such services in compliance with the requirements of this Agreement.

d. TxDOT Defaults. TxDOT shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "TxDOT Default"):

(1) TxDOT fails to make any payment due the Authority under this Agreement when due; or

(2) TxDOT fails to observe or perform any other covenant, agreement, term or condition required to be observed or performed by TxDOT under this Agreement.

e. TxDOT Cure Periods. For the purpose of the Authority's exercise of remedies, TxDOT shall have the following cure periods with respect to the following TxDOT Defaults:

(1) Respecting a TxDOT Default under subsection d.(1), a period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default.

(2) Respecting a TxDOT Default under subsection d.(2), a period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default; provided that if the TxDOT Default is of such a nature that the cure cannot with diligence be completed within such time period and TxDOT has commenced meaningful steps to cure immediately after receiving the default notice, TxDOT shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

f. Authority Remedies for TxDOT Defaults.

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(1) The Authority shall be entitled to seek an action in mandamus against the TxDOT on account of the occurrence of a TxDOT Default.

17. Successors and Assigns.

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor public agency to TxDOT or the Authority. Neither TxDOT nor the Authority shall assign its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

18. Severability.

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

19. Written Amendments.

Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

20. Authorized Representatives

The initial Authorized Representative designations for the Parties are:

For TxDOT:

For the Authority:

Such designations may be changed by a subsequent writing delivered to the other.

21. Notices.

All notices to either party by the other required under this Agreement shall be delivered personally, sent by e-mail followed by deposit in the U.S. Mail, or sent by Certified or Registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

If to the Authority:

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Delivered personally:

Central Texas Mobility Authority
[address]

Delivered by mail:

Central Texas Mobility Authority
[address]

If to TxDOT:

Texas Department of Transportation
[address]

With a copy to:

Texas Department of Transportation
[address]

All personally delivered notices shall be deemed given on the date so delivered. Notice by e-mail shall be deemed given on the date of confirmation of receipt of the e-mail, provided such notice is also deposited in the U.S. Mail. All mailed notices shall be deemed given three (3) days after being deposited in the mail. Either party hereto may change the above address or facsimile number by sending written notice of such change to the other in the manner provided for above.

22. Limitations.

All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

23. Sole Benefit.

This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

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24. Relationship of the Parties.

Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority, nor any joint enterprise.

25. Authorization.

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

26. Interpretation.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

27. Effective Date; Execution and Delivery.

The Effective Date shall be the date on which the last party to execute this Agreement does so. Under no circumstances shall this Agreement be deemed executed and delivered for any purpose prior to its complete execution by both TxDOT and the Authority.

28. Conflicts.

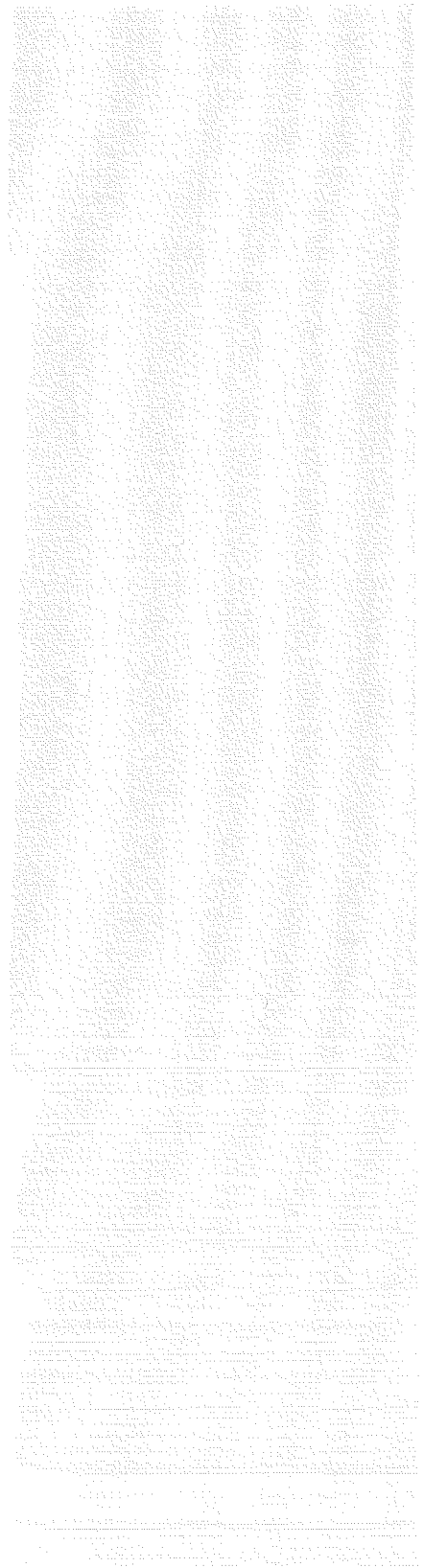
If any conflict or inconsistency exists between this Agreement and the Term Sheet, this Agreement shall govern.

29. References.

All references in this Agreement to designated "Sections," "subsections" and "Exhibits" are to the designated Sections and subsections of, and Exhibits to, this Agreement unless stated otherwise.

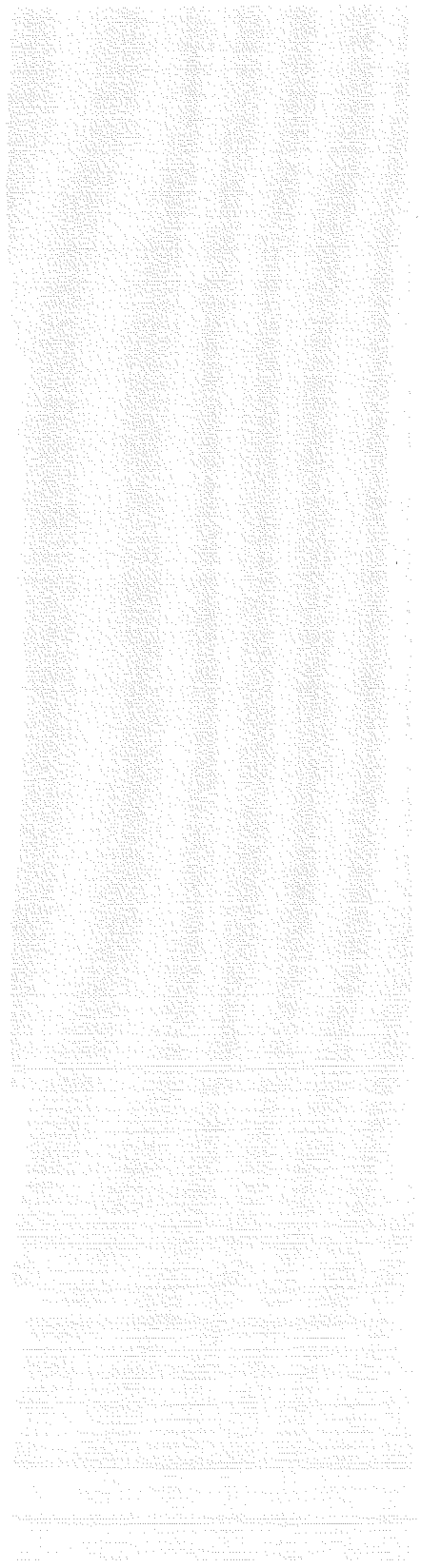
IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by ___ () multiple counterparts on the dates shown herein below, effective on the Effective Date listed above.

Draft No. 2
TxDOT Oct. 29 Revisions
[Signatures]



Draft No. 2
TxDOT Oct. 29 Revisions

EXHIBIT A
SH 71 Toll Lanes Project



Draft No. 2
TxDOT Oct. 29 Revisions

Exhibit B

SH 71 Toll Lanes Project

[Description of Project Right of Way]

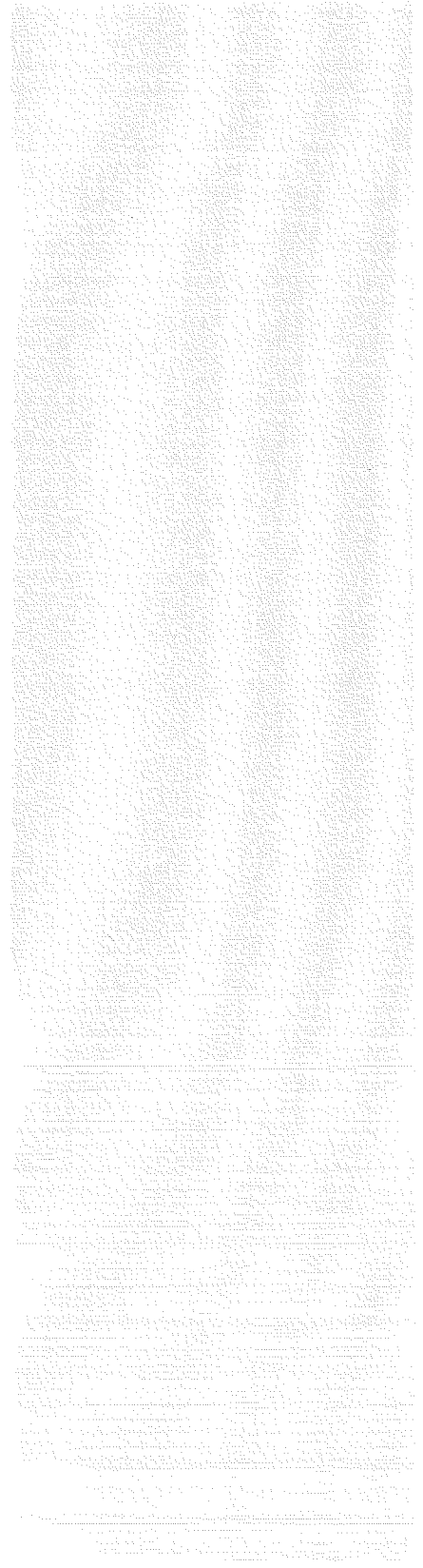


Exhibit C

Authority Improvements

1. AUTHORITY IMPROVEMENTS

The Authority Improvements shall be those items listed below under the Authority headings and shall not include any of the items listed below under the TxDOT headings.

A. TOLL GANTRIES

1. Provide, install and maintain tolling equipment, cameras and antennas
2. The installation of tolling equipment:
 - a. Video tolling cameras, antennas, mounting brackets, cabling and camera programming and configuration
 - b. Inductive loops, loop wiring, loop detection hardware and software
 - c. Network switch, equipment racks and cabling
 - d. Supporting systems and buildings

B. COMMUNICATION

1. Design of fiber optic cable infrastructure for the project corridor and fiber optic infrastructure connecting _____
2. The project corridor fiber optic cable infrastructure includes the following:
 - Fiber optic backbone cable consisting of 288 strand single-mode fiber optic cable
 - Fiber optic lateral cables consisting of 6 strand and 12 strand single-mode fiber optic cables
3. Installation, splicing, testing and connecting all fiber optic cables, including splice cases, patch panels and incidental materials fiber optic markers and test stations
4. Fiber will be installed on the SH71 corridor and to the first Main Lane Plaza on SH 130 north of the interchange of SH 71 and SH130. The fiber will be connected to the TxDOT toll network which is connected to the Authority's toll and traffic operations building on 183A toll road
5. Design and construction of supporting electrical systems sufficient for operation of communications equipment
6. Design of fiber optic infrastructure. Infrastructure shall be dedicated to the operation of the project and will not be comingled with other roadway systems.

Comment [A1]: Per Tim: this needs definition. CTRMA's toll system integrator will provide requirements and assist in the design but construction of the fiber infrastructure is generally part of the civil contractor's work.

Comment [A2]: Per Tim: this needs to be provided by the civil contractor

Comment [A3]: Typically we provide power to the ROW and the system integrator provides the rest

Comment [A4]: Per Tim: this needs definition. CTRMA's toll system integrator will provide requirements and assist in the design but construction of the fiber infrastructure is generally part of the civil contractor's work.

C. NETWORK AND SERVER/STORAGE INFRASTRUCTURE INSTALLATION

1. Connectivity to Authority system
2. Design and construction of supporting electrical system sufficient for operation of network equipment deployed in the project corridor

Draft No. 2

TxDOT Oct. 29 Revisions

3. Provide, install and maintain network hardware consistent with Authority practices
 - Network switch gear required for tolling operations at each Main Lane and each Ramp Gantry location
4. Provide, install and maintain required server and storage systems at the Authority Data Center consistent with Authority practices
 - Servers required to handle back office processing of transactions will be compatible with Authority systems and software
 - Storage required for video and transaction retention will be compatible with Authority systems and software

D. SECURITY

1. IT Buildings at Tolling Points
 - Provide and install cameras, temperature sensors, smoke alarms and access control and supporting network equipment and roadside cabinets.

Comment [A5]: Per Tim: These will most likely be roadside cabinets

2. COMPLETION DEADLINES

A. CRITICAL PATH ITEMS

The completion deadline for the Critical Path Items shall be 15 days prior to the Substantial Completion Date as set forth in the design-build contractor's schedule pursuant to the design-build contract. The Critical Path Items shall not be considered complete until all Critical Path items have been installed, all systems and equipment testing have been successfully completed, the systems and equipment are ready for operation, and the Authority has delivered to TxDOT the written certification required under the Agreement.

3. TxDOT RELATED RESPONSIBILITIES

A. TOLL GANTRIES

1. Design and construction of mainlane and ramp gantries to include columns, superstructure lightening protection and supporting frame to hold toll collection equipment in accordance with Authority standard drawings and specifications
 2. Design and construction of mainlane and ramp gantry tolling infrastructure to include all underground conduit, junction boxes and above ground equipment slabs based on the Authority's specifications and plans
3. Bringing of power source to the project at the ROW line for the supporting electrical systems of tolling and network equipment
- 3.

Draft No. 2
TxDOT Oct. 29 Revisions

B. COMMUNICATIONS

Design and construction of fiber optic infrastructure to include duct bank, conduit, junction boxes and equipment slabs based on the Authority's specifications and plans. The SH 71 duct bank will connect to the main duct bank on SH130.

1. Construction of fiber optic infrastructure. Infrastructure shall be dedicated to the operation of the project and will not be comingled with other roadway systems

C. DYNAMIC MESSAGE SIGNS

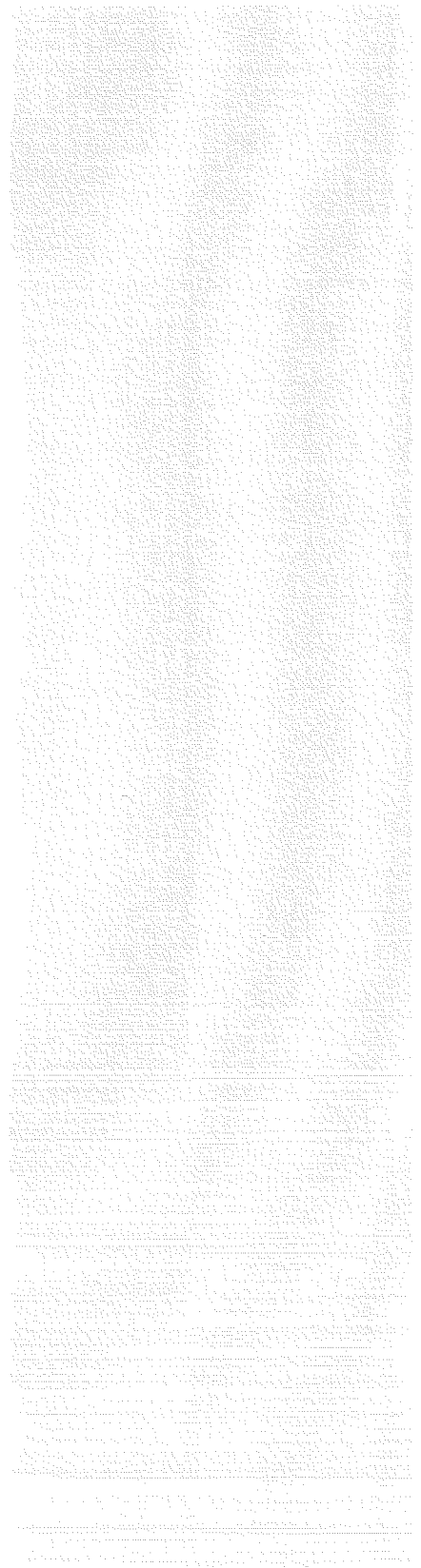
Design and construction of structures, trusses, and conduit for two DMS locations within the project limits in accordance with Authority standards and practices.

D. ALL THIRD PART UTILITY SERVICES

Draft No. 2
TxDOT Oct. 29 Revisions

EXHIBIT ____

[Payment schedule to be agreed]



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

RESOLUTION NO. 13-066

**APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR THE
BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT.**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) is empowered to study and develop potential transportation projects; and

WHEREAS, the Mobility Authority has proposed development of a project on U.S. Highway 183 South commonly referred to as the Bergstrom Expressway Project (the “Project”); and

WHEREAS, financial assistance for the Project, specifically an advance funding agreement, has been approved the Texas Department of Transportation and allocated by the Capital Area Metropolitan Planning Organization and is available to fund the cost of Project development activities; and

WHEREAS, the Executive Director recommends approval of an advance funding agreement with the Texas Department of Transportation to provide for earlier use of the funds available for the Project and thereby expedite the development of this important transportation project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute an advance funding agreement with the Texas Department of Transportation to provide funding for the Bergstrom Expressway Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-066
Date Passed: 10/30/13

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

RESOLUTION NO. 13-067

**APPROVING AN AGREEMENT WITH TRAVIS COUNTY RELATING TO DESIGN
AND CONSTRUCTION OF A 1.9 MILE ROADWAY FROM SH 71 SOUTH TO
PEARCE LANE.**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et. seq.* (the “RMA Rules”); and

WHEREAS, both the Mobility Authority and Travis County are authorized to design and construct roads needed to relieve existing and future traffic congestion and to improve the transportation network that serves Travis County residents and the traveling public; and

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

WHEREAS, on October 1, 2013, the Travis County Commissioners Court enacted a resolution requesting and authorizing negotiation of an interlocal agreement with the Mobility Authority for construction, at Travis County’s cost, of a new road extending approximately 1.9 miles south from SH 71 to Pearce Lane (the “Southeast Travis County Road Project”); and

WHEREAS, the Executive Director recommends that the Board authorize negotiation and execution of appropriate agreements with Travis County to combine the efforts and resources of the Mobility Authority and Travis County to develop the Southeast Travis County Road Project, in accordance with the term sheet attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized and directed to negotiate one or more agreements with the appropriate officials at Travis County under which the Mobility Authority will develop the Southeast Travis County Road Project and Travis County will provide the funding and other resources necessary to pay project development costs incurred by the Mobility Authority; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute one or more agreements that are necessary or desirable to implement the terms included in Exhibit 1, including other terms and conditions the Executive Director determines are in the best interest of the Mobility Authority.

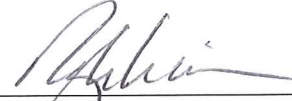
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-067
Date Passed: 10/30/13

Exhibit 1

Material Terms for Development of SE Travis County Road Project

The following is a general description of terms and provisions to be included in an interlocal agreement between the Central Texas Regional Mobility Authority (“Authority”) and Travis County (“County”).

The Authority and the County will enter into an interlocal agreement under the Interlocal Cooperation Act, Chapter 791, Government Code, and related exhibits and documents (collectively referred to herein as the “ILA”). The ILA will establish and detail the respective obligations of the County and the Authority with respect to the design and construction of an approximate 1.9 mile road consisting of two through lanes and a continuous center left-turn lane with a bike lane and a sidewalk on one side, extending south from SH 71 to Pearce Lane, as approved by motion of the Travis County Commissioners Court on September 24, 2013 (the “Project”).

The ILA will establish and detail the following:

1. County will pay or reimburse all expenses incurred by the Authority relating to the design and development of this project, including expenses incurred prior to execution of the ILA or a decision to not proceed with the Project under an ILA with the Authority.
2. Authority and County will jointly develop a Project budget and cash flow projection (the “Budget”). The Budget will include the following costs:
 - a) preliminary engineering;
 - b) capital costs (design and construction);
 - c) engineering oversight (including design reviews, construction management, materials testing, inspection);
 - d) legal, administrative, and other fees and expenses related to the ILA, procurement, and Project development and oversight;
 - e) ROW and easement acquisition, if required;
 - f) environmental approvals, if required;
 - g) utility relocations;
 - h) contingencies; and
 - i) all other costs necessary to complete the Project.
3. County will sell certificates of obligation in March, 2014, in an amount sufficient to provide all funds needed to pay 100% of the Project costs identified by the Budget. The County may pay a portion of the Project costs using funds available from other sources, including funds provided to the County by third parties other than the Authority.
4. Funds identified in the Budget will be deposited by the County into an escrow/trust account held, administered, and disbursed by the Authority, subject to the terms and conditions of the ILA and an escrow or trust account agreement. This account will be used by the Authority to directly pay Project expenses and to reimburse the Authority for any Project expense it may elect to advance. No later than seven days after the ILA and escrow/trust agreement are signed, County will deposit funds into

the escrow/trust account in an amount sufficient to pay estimated Project expenses through April 1, 2014, with the balance of funds needed to pay all Project costs to be deposited when funds are available from issuing the County's certificates of obligation.

5. County will timely acquire and make available all right-of-way, licenses, easements of any nature and duration, and rights of possession needed to complete the Project. County will obtain any additional ROW and environmental approvals resulting from design changes or betterments to the Project that it requests.
6. Authority will develop and construct the Project on an expedited timetable in accordance with the Budget using resources and procurement methods available to and as determined by the Authority.
7. The Project will be designed pursuant to applicable and agreed criteria, with review and approval by the County of the 30% and 90% design plans.
8. County reviews and approvals will be subject to an agreed time deadline for a response, with County approval deemed to have been given if a response is not provided by the deadline.
9. County and Authority will establish deadlines for substantial completion and final acceptance, and for liquidated damages to be assessed against the Authority's construction contractor for failing to meet a deadline when the delay is not attributable to the Authority, the County, or a force majeure event.
10. Authority will oversee construction, construction management, materials testing, and inspections as needed to administer the Project through acceptance of the Project by the County upon its substantial completion.
11. County will have the right to approve any discretionary change order that would increase the cost of the Project or delay a completion date.
12. The ILA will include other mutually agreeable terms and conditions consistent with this term sheet as the County and Authority agree are necessary or desirable to establish the parties' respective obligations and undertakings.

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

RESOLUTION NO. 13-068

**APPROVING A NEW WORK AUTHORIZATION WITH ATKINS
NORTH AMERICA, INC., FOR ENGINEERING SERVICES RELATING TO
THE DESIGN AND CONSTRUCTION OF A 1.9 MILE ROADWAY
FROM SH 71 SOUTH TO PEARCE LANE.**

WHEREAS, Atkins North America, Inc., (“Atkins”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, on October 1, 2013, the Travis County Commissioners Court enacted a resolution requesting and authorizing negotiation of an interlocal agreement with the Mobility Authority for construction, at Travis County’s cost, of a new road extending approximately 1.9 miles south from SH 71 to Pearce Lane (the “Southeast Travis County Road Project”); and

WHEREAS, if the Mobility Authority enters into an interlocal agreement with Travis County, the Executive Director and Atkins have discussed and agreed to a new work authorization under the GEC Agreement to provide general engineering consultant services for development of the Southeast Travis County Road Project; and


WHEREAS, the Executive Director recommends approval of the work authorization attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED, that the proposed work authorization with Atkins is approved; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute for the Mobility Authority the proposed work authorization in the form or substantially the same form as Exhibit 1.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-068
Date Passed: 10/30/13

Exhibit 1

PROPOSED WORK AUTHORIZATION

[on the following 19 pages]

EXHIBIT D
WORK AUTHORIZATION

Work Authorization No. 10

This Work Authorization is made as of this 30th day of October, 2013, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Atkins North America, Inc.** (formerly Post, Buckley, Schuh & Jernigan, inc.) (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

Maha Loop/Elroy Road (Phase I) Project
Design / Environmental Evaluations and Approvals / Project Oversight / Construction Procurement/Letting / Construction Management, Oversight, Inspection, and Acceptance

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

Not applicable.

A.3. In conjunction with the performance of the foregoing Services, GEC shall provide the following submittals/deliverables (Documents) to the Authority:

Please reference Attachment A – Services to be Provided by the GEC

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Services defined herein shall begin October 30, 2013 and shall be substantially complete by April 30, 2015. This Supplemental Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an authorized amount \$2,874,930 based on Attachment B- Fee Estimate. Compensation for Direct Expenses under this Work Authorization which are incurred as part of normal business operations (i.e., internal document

reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$54,460.00 (with \$3,025.56 to be invoiced monthly). Profit will be 12% for all services. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

Please reference Attachment A – Services to be Provided by the GEC

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)

Work to be performed by the GEC under this contract consists of providing engineering services required for the project development and construction of Maha Loop Road (Phase 1) between the intersection of SH 71 and Pearce Lane. Project consists of the construction of a segment of a new 3 lane roadway which can accommodate a 5 lane ultimate section between the limits listed above. The GEC shall prepare plans, details and compute quantities to include demolition, roadway and structures design, grading and paving, drainage, water quality/detention and provide construction services.

The GEC shall collect, review and evaluate the available existing data pertaining to the project and prepare the PS&E in accordance with the requirements and policies of the CTRMA and Travis County. The GEC will prepare bidding packages and assist the Authority in taking bids for construction. Once awarded, the GEC will provide construction inspection and acceptance services.

1.0 Project Management and Administration

The GEC will perform project management, administrative and coordination duties, including contract administration, reporting, facilitate and take meeting minutes of required meetings and telephone conversations, and other related administrative tasks (e.g., direct costs) associated with the Project, including:

1.1. Project Management

The GEC will provide staff to manage the daily activities of the program and will serve as the primary contact between the Authority, Travis County, design consultants, third party consultants, utility companies, public agencies, and the general public.

1.2. Coordinate, Procure, and Administer Work Authorizations

Prepare contracts as required between the GEC and the Authority and GEC and subconsultants. Monitor and supervise GEC subconsultant activities, review all work products prepared by subconsultant for accuracy and consistency, review and approve subconsultant reports and invoices.

1.3. Record Keeping and File Management

Develop and implement a document control plan and maintain records and files related to the Project throughout the duration of the Services. Transfer project files to the Authority upon completion of the work or as directed by the CTRMA.

1.4 Project Schedule Development and Updates

Prepare a detailed, graphic schedule linking work authorization tasks, subtasks, critical dates, milestones, deliverables, and Travis County scheduled review requirements. The project schedule will be in a format that depicts the order and inter-dependence of the various tasks, subtasks, milestones and deliverables for each of the tasks identified therein. Progress will be reviewed periodically, and should these reviews indicate a substantial change in progress, a schedule recovery strategy will be developed and implemented and the schedule will be revised accordingly.

1.5 Project Reporting

Prepare and issue monthly status reports on the Project's status which will document any issues, delays encountered, and corrective actions as necessary. Will provide a monthly update to the Authority and Travis County on key milestones accomplished during the preceding month, meetings and key

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

activities for the upcoming month, and identify outstanding issues requiring resolution. Track, monitor, and report on contracts and budgets for the GEC and sub consultants.

2.0 Environmental Study / Document Services

2.1 Environmental Assessment (EA)

- Facilitate EA project status meetings with Travis County and other Agencies as needed.
- Complete EA document for submittal to Travis County.
- Update traffic information and data for specific elements of the EA.
- Develop Figures for EA.
- Facilitate Public Involvement Support as needed.

2.2 Public Involvement Support

- Public Meetings
- Public Hearing

3.0 Design Services

3.1 Design Survey

- The survey will cover the width of the proposed right-of-way plus 100' east and west and will include the following: topography with 1 foot contour intervals, natural and man-made features, overhead utilities, visible evidence of utilities, top of nut elevations of water valves, sewer invert elevations and flows direction, and roadway features. Additionally the design survey will extend 200' down side streets and intersections, right-of-way to right-of-way. Show the connection of visible overhead features. All located objects and elevation shots will be on the same horizontal and vertical basis (Texas State Plane Coordinate System, Central Zone, NAD83, (93 HARN), adjusted to surface location). Trees will be located per City of Austin standards. Locate approximately 20 boreholes after they have been drilled. Permanent control will be set with a description of each provided.
- Six creek cross-sections will be provided to assist in hydraulic calculation for each creek crossing. The locations of which will need to be provided at the time of survey.

3.2 Roadway Design

- Preliminary 30% Schematic. The GEC shall prepare a preliminary schematic for a 5-lane arterial roadway section for review. The preliminary schematic shall consist of the horizontal geometric data, vertical geometric data, water surface elevations, bridge clearances and typical sections. The GEC shall identify all design exceptions and the GEC shall note the exceptions on the schematic.
- Roadway Design. The GEC shall provide roadway plan and profile drawings using CADD standard. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the topographic base drawing. Existing major subsurface and surface utilities shall be shown. All right-of-way lines shall be shown.

The plan view shall contain the following design elements:

- Calculated roadway centerline for Maha Loop Road. Horizontal control points shall be shown. Geopak shall be used to calculate alignments.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- Pavement edges for all improvements (cross streets and driveways).
- Lane and pavement width dimensions.
- Proposed structure locations, lengths, and widths.
- Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
- Drawing scale shall be 1"=100'.
- ROW lines and easements.
- Begin/end superelevation transitions and cross slope changes.
- Limits of riprap, block sod, and seeding.
- Existing utilities, structures and easements.
- Benchmark information.
- Radii call outs, curb location, guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view shall contain the following design elements:

- Calculated profile grade for proposed Maha Loop Road. Vertical curve data, including "K" values shall be shown.
- Existing profiles along the proposed centerline.
- Water surface elevations at major stream crossings for 50-, and 100- year storms.
- Drawing vertical scale to be 1"=10'.
- Typical Sections. Typical sections shall be required for all proposed roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, if required, station limits, riprap, limits of embankment and excavation, etc.
- Cross Streets. The GEC shall tie to the existing pavement at the intersections of SH 71 and Pearce Lane.
- Cut and Fill Quantities. The GEC shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 foot intervals for the construction project limits. These construction cross sections shall be delivered in standard Geopak format on 11"x17" sheets along with the electronic files. The GEC shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front and back), profiles, etc.
- Pedestrian and Bicycle Facilities. The GEC shall design a 5 foot pedestrian sidewalk along with a 6 foot bicycle facilities along the southbound travel length for the entire length of the project unless otherwise directed. All pedestrian/bicycle

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

facilities will be designed in accordance with the latest Americans with Disabilities Act.

- Estimate. The GEC shall independently develop and submit a cost estimate at the 30% (for both the rural and urban 3-lane sections), 90%, and final PS&E submittals.
- Specifications. The GEC shall identify the need for any special specifications, and special provisions. The GEC shall provide general notes, special specifications, and special provisions in rich text format.
- Miscellaneous Plans. The GEC shall prepare the title sheet and the index of sheets for the 90%, and final submittals.

3.3 Structures

- Bridge Layout. The GEC shall prepare bridge layout plans and elevations for all bridge types listed below in accordance with the latest edition LRFD Design Manual.
- Geometric Data. The GEC will develop a complete geometric analysis at all bridges (electronic and hard copy deliverables), including any applicable updates to accommodate geometric changes. The analysis shall include:
 - RDS files - all current files with updates.
 - Limits of super elevation transitions and limits of super elevations. Use linear rotation on structures.
 - Limits of edge of slab tapers, stations and offsets to the edge of slabs.
 - Geometric data for at grade roadways beneath structures.
 - Natural and proposed ground line cross sections at each bent location.
 - Top of bridge deck elevations along centerline of bent, at all bents.
 - Provide a sufficient number of points to establish crowns and cross slopes.
 - Verification of structure clearances (horizontal and vertical) at all critical points. Provide a list of assumed superstructure depths used in vertical clearance calculations for each bridge.
- Bridge Design Plans. The GEC shall develop final design plans for the bridges:
 - Perform final bridge design calculations for the superstructure elements to determine the minimum construction depth.
 - Determine the bottom of footing elevations for the substructure(s). Perform preliminary design calculations for the abutments and wingwall elements including the foundation design.
 - Prepare the final bridge design calculations for the substructure elements and foundations.
 - Prepare the final detail drawings for the following elements:
 - Foundation layouts

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- Abutments
- Bent layouts and details
- Wingwalls and wingwall foundations
- Framing Plan
- Slab layout and details
- Rebar list and quantities
- Beam Layout
- Miscellaneous details
- Summary of quantities

3.4 Hydrology and Hydraulics

- The GEC shall coordinate with Travis County to develop a drainage design criteria summary for the project.
- Drainage Impact Study- The GEC shall prepare a Drainage Impact Study for the Project which includes:
 - Data Collection
 - Existing Conditions Hydrologic and Hydraulic Modeling
 - Proposed Conditions Hydrologic and Hydraulic Modeling
 - Mitigation Alternatives
 - Impact Study
- Roadway Drainage
 - Develop External Drainage Area Maps
 - Prepare Detention Pond Layouts
 - Prepare Detention Pond Details
- Bridge and Culvert Plan Sheets
 - Culvert Layouts: The GEC will prepare culvert plan and profile layouts at a scale of 1"=40'H and 1"=20'V that will depict culvert geometry for construction, as well as the applicable hydraulic information;
 - Hydraulic Data Sheets: The GEC will prepare hydraulic data sheets for bridges over creeks and culverts within the project.
- Scour Analysis - The GEC will conduct scour analysis of bridge creek crossings for contraction scour conditions and local scour of piers and will provide estimates of total scour depth for use in the design process. GEC shall utilize borings from the geotechnical investigation to determine proper treatment under the bridge. The results of the scour analysis shall be included in the Impact Study and plan sheets shall be prepared.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- Storm Water Plan Sheets - The GEC will analyze and design both open channel (ditches) and enclosed storm drains. Computations and design information will be presented in the appropriate plan sheets.
- Erosion and Sedimentation Controls and SWPPP:
 - The GEC shall prepare temporary erosion control plans for the length of project at 1"=100' scale. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence rock filter dams, sediment traps, and construction exits. One temporary erosion control plan will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing;
 - The GEC shall prepare permanent erosion control to be shown on the temporary erosion and sedimentation control sheets. The plans will show all proposed revegetation, including seeding or sodding. The plans will also include all riprap (concrete and stone);
 - A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for this job in accordance with TCEQ regulations and Travis County requirements;
 - Erosion Control Details - Erosion control details will be prepared for any related items that are not covered by standard details.
- Permanent Water Quality: The GEC will conduct hydrologic studies to determine the discharges, and will perform the hydraulic design required for the proposed sizing of all selected BMPs. Considering the current ROW width (114 feet) and the location of the project within the City of Austin ETJ, it is assumed that BMP will be required to be sedimentation filtration ponds. Six earthen ponds are assumed, two at each of the major outfalls.
 - The GEC will develop treatment calculations and plan summaries for the BMPs;
 - The GEC will develop construction plans for the BMPs.
- Project Technical Specifications: The GEC will prepare technical specifications for the drainage and water quality project components.
- Preparation of HEC-RAS CLOMR (if needed) and LOMR models –The models will be prepared in HEC-RAS using the FEMA Effective Models:
 - Duplicate Effective Model;
 - Corrected Effective Model;
 - Existing Conditions Model;
 - Proposed Conditions Model
- Conditional Letter of Map Revision Application (If Required) – Prepare and process a CLOMR through the Federal Emergency Management Agency (FEMA).
 - Prepare the application including:
 - MT-2 Form 1;
 - MT-2 Form 2;

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- MT-2 Form 3;
- Payment Information Form;
- Work Map;
- Process the application
 - Provide a PDF review copy of CLOMR application;
 - Provide four (4) copies of the complete CLOMR application to Travis County for signatures and submittal to FEMA;
- Submittal and Processing
 - Address comments;
 - Resubmittal;
 - Meetings - Anticipate one meeting to review the CLOMR application with Travis County.
- Letter of Map Revision Application – Prepare and process a LOMR through the Federal Emergency Management Agency (FEMA).
 - Prepare the application including:
 - MT-2 Form 1;
 - MT-2 Form 2;
 - MT-2 Form 3;
 - Payment Information Form;
 - Work Map;
 - Process the application
 - Provide a PDF review copy of LOMR application;
 - Provide four (4) copies of the complete LOMR application to Travis County for signatures and submittal to FEMA;
 - Submittal and Processing
 - Address comments;
 - Resubmittal;
 - Meetings - Anticipate one meeting to review the LOMR application with Travis County.

3.5 Traffic Control Plan Preparation

- Determine proper traffic control requirements based on County input, the City of Austin Traffic Control Standards, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Traffic control requirements may include road closures, land closures, sidewalk closures, flaggers, temporary signing, pavement markings, pedestrian protection, and barricade devices.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- A TCP will be prepared for the proposed roadway construction. The TCP Plan is assumed to be required to address construction at the tie-in locations of Maha Loop Road to State Highway 71 and Pearce Lane only. It is assumed that any additional traffic control measures along the proposed construction route will not be required and are not included in this scope of work
- The TCP will work to maintain minimal impact on existing traffic operations in the vicinity of the site. The plan will consider vehicular and pedestrian (if any) routes near the project. In addition, consideration will be given to construction traffic entering and exiting staging area.

3.6 Public Signage and Pavement Marking Plans

The proposed project involves the planning, design and construction of signage and pavement markings associated with the proposed roadway design, which will be part of the dedicated improvements to the public for operation and maintenance by Travis County once construction is complete and the mandatory warranty period has expired.

- Prepare Engineering Construction Documents in 11x17 format which will illustrate all necessary signage and pavement markings. Requirements will be based on County input, the City of Austin Traffic Control Standards, TxDOT and the TMUTCD.
- Coordinate with TxDOT and Travis County to determine appropriate locations for all underground conduits and associated structures to accommodate any future traffic signal plans for intersection of State Highway 71 and Maha Loop.

3.7 Geotechnical Explorations and Pavement Design

- Bridge - 4 borings to 80 ft & 4 borings to 60 ft spaced
- Abutment walls - 2 borings to 40 ft (used in combination with closest bridge borings)
- Roadway - 16 borings to 10 ft
- All borings sampled using tube samplers, SPT, and coring (if shale is encountered). TxDOT cone performed at 5-ft intervals from top to bottom of boring.
- Two piezometers installed at abutment wall borings to monitor groundwater depths over time.
- Appropriate lab testing to evaluate drilled pier foundations, MSE wall foundations and backfill, and paving recommendations including possible lime/cement treatment options.
- Prepare pavement design based on roadway classification and projected traffic volumes.

4.0 Construction Supervision, Inspection and Testing

The GEC will be the single point of contact between the CTRMA and the respective Contractor(s), acting as an extension of CTRMA staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control or direct the construction under the construction contract. Field inspections, testing and oversight reviews by

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

the GEC will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract.

4.1 Construction Inspection and Engineering

The GEC will provide quality control and assurance oversight for the construction of the project through construction inspection and engineering services. Included with this task will be the following efforts:

- Review the Contractor's plan for construction Quality Control to be used in the field.
- Inspect Contractor's construction operations.
- Maintain diary and associated required documentation.
- Schedule and hold Pre-Construction conference for the project.
- Document pre-project conditions via still photography and video.
- Review concrete, asphalt and lime mix designs as submitted by the Contractor for concurrence with contract documents as required by the project design and specifications.
- Coordinate, prepare, and attend weekly Project Construction Progress Meetings with the Contractor. Prepare meeting minutes and required action items for distribution and archive.

4.2 Project Controls

- Tracking Database - Maintain the tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications, Insurance and Bonds, issues, material test data, schedules, audits, related technical data, and issues associated with the Project.

4.3 Materials Testing

GEC shall provide the following construction materials testing services on an as-needed basis for Maha Loop, from Pearce to SH71, Project. The testing frequency will be based on the TxDOT Guide Schedule of Sampling and Testing or as directed by the Client or Client's representative.

- Soils (Laboratory):
 - Perform moisture/density relationship tests, proctors (method as required by project specification), for each type of material or as requested by the Client.
 - Perform Atterberg limits (Tex-104, 105, & 106-E) determination for each type of material or as requested by the Client.
 - Perform sieve analysis (Tex-110-E) for each type of material or as requested by the Client
 - Perform material verification testing as required or requested including sieve analysis, Atterberg limits, Texas triaxial, wet ball mill, bar linear shrinkage, soil-lime compression, resistivity of soils, soil pH, sulfate content of soils, etc.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- Soils (Field):
 - Perform in-place nuclear density tests (Tex-115-E) as specified by construction documents or per 3, 000 CY per lift of flexible base or as requested by the Client
- Hot Mix Asphaltic Concrete:
 - Test each type of HMAC on a lot basis. A production lot consists of 4 sublots and on lot will be 1,000 tons or fraction placed per type of material or as requested by the Client. Each lot will be tested for extraction/gradation, asphalt content, VMA and laboratory density.
 - Test two (2) asphalt cores for each subplot of asphaltic concrete placement. Cores shall be used to verify thickness and in-place density for asphalt.
- HMAC Aggregates:
 - Perform HMAC aggregate verification testing as required or requested by the Client including sieve analysis, decantation, L.A. abrasion, magnesium sulfate soundness, sand equivalent, organic impurities, deleterious materials, acid insoluble residues, micro deval, flat & elongated particles, coarse aggregate angularity, plasticity index, bar linear shrinkage, etc.
- Concrete:
 - Sample, mold, cure, and test one (1) set of four (4) concrete compressive strength cylinders for every 60 cubic yards of structural concrete placed, or as required by the project specifications. Two (2) cylinders will be tested at 7 days and two (2) cylinders will be tested at 28 days or as requested by the Client.
 - Perform one (1) slump test per 60 cubic yards of structural concrete placed.
 - Report air content of concrete as specified by construction documents per sample.
 - Review mix design of concrete as requested by the Client.
 - Sample, mold, cure and test one (1) set of two (2) flowable backfill compressive strength cylinders for every 100 cubic yards placed, or as required by the specifications. The two (2) cylinders will be tested at 28 days.
- Concrete Aggregates:
 - Perform concrete aggregate verification testing as required or requested by the Client including sieve analysis, decantation, L.A. abrasion, magnesium sulfate soundness, sand equivalent, organic impurities, fineness modulus, deleterious materials, acid insoluble residues, etc.

5.0 Utility Adjustment Coordination

5.1 Utility Adjustment Coordination

- Participate in meetings as necessary to effectively manage the utility coordination process.
- Schedule periodic meetings with utility owner's representatives for coordination purposes.
- Attend meetings with CTRMA and other interested parties as directed.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

WORK AUTHORIZATION NO. 10

ATKINS

ATTACHMENT A – SCOPE OF SERVICES

- Meet with the Contractor and/or designer as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners.
- Assist CTRMA with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities. The GEC will also prepare draft agreements for CTRMA's use including the necessary exhibits and information concerning the project (such as reports, plans and surveys).
- Monitor and report utility adjustment status.

5.2 Utility Engineering

- Review existing utility information for conflicts with the proposed Project and provide a utility conflict analysis.
- Provide a conceptual utility relocation plan.
- Review utility plans for compliance with the appropriate policies, compatibility with the Project features, betterment inclusion and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; not responsible for actual location of utilities.

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 Maha Loop/Elroy Road (Phase 1)

ATKINS - Work Authorization #10 Maha Loop/Elroy Road (Phase 1)

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
	\$80.00	\$70.00	\$60.00	\$45.00	\$35.00	\$25.00	HRS
(Estimated Average Labor Rates)							
1 Project Management & Administration							
1.1 Project Management	80		690		0		770
1.2 Coordinate, Procure, and Administer Work Authorizations	0		100		60		160
1.3 Record Keeping and File Management	0		60		270		330
1.4 Project Schedule Development and Updates	20		100		270		390
1.5 Project Reporting	10		270		20		300
							0
							0
							0
							0

TOTAL DIRECT LABOR		110	0	1220	0	620	0	1950
		5.64%	0.00%	62.56%	0.00%	31.79%	0.00%	
% Total by Classification								
Labor Costs		\$8,800	\$0	\$73,200	\$0	\$21,700	\$0	\$103,700
Overhead Costs	1.6881	\$14,855	\$0	\$123,569	\$0	\$36,632	\$0	\$175,056
Profit	12.0%	\$2,839	\$0	\$23,612	\$0	\$7,000	\$0	\$33,451
Total Loaded Labor		\$26,494	\$0	\$220,381	\$0	\$65,332	\$0	\$312,207
Direct Expenses								
Plotting and Reproduction						\$2,400		
Mail and Deliveries						\$120		
Misc Expenses						\$250		
Travel and Field Expenses						\$2,200		
Total Direct Expenses						\$4,970		

Total \$317,177

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 Maha Loop/Elroy Road (Phase 1)

**ATKINS - Work Authorization #10
 Maha Loop/Elroy Road (Phase 1)**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
2 Environmental Study/Document Services	\$80.00	\$70.00	\$60.00	\$45.00	\$35.00	\$25.00	540
2.1 Environmental Assessment			200	20	240	80	540
2.2 Public Involvement Support			80	20	80	80	260
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	0	0	280	40	320	160	800
% Total by Classification	0.00%	0.00%	35.00%	5.00%	40.00%	20.00%	
Labor Costs	\$0	\$0	\$16,800	\$1,800	\$11,200	\$4,000	\$33,800
Overhead Costs	\$0	\$0	\$28,360	\$3,039	\$18,907	\$6,752	\$57,058
Profit	\$0	\$0	\$5,419	\$581	\$3,613	\$1,290	\$10,903
Total Loaded Labor	\$0	\$0	\$50,579	\$5,419	\$33,720	\$12,043	\$101,761

Direct Expenses	
Plotting and Reproduction	\$7,500
Mail and Deliveries	\$240
Misc Expenses	\$250
Travel and Field Expenses	\$980
Total Direct Expenses	\$8,970

Total \$110,731

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 Maha Loop/Elroy Road (Phase 1)

ATKINS - Work Authorization #10 Maha Loop/Elroy Road (Phase 1)

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
	\$80.00	\$70.00	\$60.00	\$45.00	\$35.00	\$25.00	HRS
(Estimated Average Labor Rates)							
3 Design Services							
3.1 Design Survey	20		20	150	300	900	1370
3.2 Roadway Design		250	650	1050	900	120	2990
3.3 Structures	16	192	552	733	331	16	1840
3.4 Hydrology and Hydraulics	80	120	220	650	520	30	1620
3.5 Traffic Control Plans	16		40	120	60	16	252
3.6 Signing and Pavement Markings	16		40	120	60	16	252
3.7 Geotechnical Explorations and Pavement Design			110	140	420	220	890
							0
							0

TOTAL DIRECT LABOR	148	562	1632	2963	2591	1318	9214
	1.61%	6.10%	17.71%	32.16%	28.12%	14.30%	
Labor Costs	\$11,840	\$39,340	\$97,920	\$133,335	\$90,685	\$32,950	\$406,070
Overhead Costs	1.6881	\$19,987	\$165,299	\$225,083	\$153,085	\$55,623	\$685,487
Profit	12.0%	\$3,819	\$12,690	\$31,586	\$43,010	\$10,629	\$130,987
Total Loaded Labor	\$35,646	\$118,440	\$294,805	\$401,428	\$273,023	\$99,202	\$1,222,544

Direct Expenses	
Plotting and Reproduction	\$8,800
Mail and Deliveries	\$980
Misc Expenses	\$250
Travel and Field Expenses	\$1,800
Total Direct Expenses	\$11,830

Total \$1,234,374

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 Maha Loop/Elroy Road (Phase 1)

**ATKINS - Work Authorization #10
 Maha Loop/Elroy Road (Phase 1)**

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
4 Construction Supervision, Inspection, and Testing							0
4.1 Construction Inspection and Engineering	40		440	2840	2840	780	6940
4.2 Project Controls	40		100	620	720	240	1720
4.3 Materials Testing		80	220	640	780	120	1840
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR		80	80	760	4100	4340	1140	10500
% Total by Classification		0.76%	0.76%	7.24%	39.05%	41.33%	10.86%	
Labor Costs		\$6,400	\$5,600	\$45,600	\$184,500	\$151,900	\$28,500	\$422,500
Overhead Costs	1.3541	\$8,666	\$7,583	\$61,747	\$249,831	\$205,688	\$38,592	\$572,107
Profit	12.0%	\$1,808	\$1,582	\$12,882	\$52,120	\$42,911	\$8,051	\$119,353
Total Loaded Labor		\$16,874	\$14,765	\$120,229	\$486,451	\$400,499	\$75,143	\$1,113,960
Direct Expenses								
Plotting and Reproduction		\$240						
Mail and Deliveries		\$1,000						
Misc Expenses		\$1,200						
Travel and Field Expenses		\$24,000						
Total Direct Expenses		\$26,440						
Total		\$1,140,400						

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 Maha Loop/Elroy Road (Phase 1)

ATKINS - Work Authorization #10 Maha Loop/Elroy Road (Phase 1)

TASK / WORK DESCRIPTION	A	B	C	D	E	F	TOTAL
	\$80.00	\$70.00	\$60.00	\$45.00	\$35.00	\$25.00	HRS
(Estimated Average Labor Rates)							
5 Utility Adjustment Coordination							0
5.1 Utility Adjustment Coordination				400		20	420
5.2 Utility Engineering				100		10	110
							0
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	0	0	0	500	0	30	530
	0.00%	0.00%	0.00%	94.34%	0.00%	5.66%	
Labor Costs	\$0	\$0	\$0	\$22,500	\$0	\$750	\$23,250
Overhead Costs	\$0	\$0	\$0	\$37,982	\$0	\$1,266	\$39,248
Profit	\$0	\$0	\$0	\$7,258	\$0	\$242	\$7,500
Total Loaded Labor	\$0	\$0	\$0	\$67,740	\$0	\$2,258	\$69,998

Direct Expenses	
Plotting and Reproduction	\$0
Mail and Deliveries	\$0
Misc Expenses	\$250
Travel and Field Expenses	\$2,000
Total Direct Expenses	\$2,250

Total \$72,248

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

RESOLUTION NO. 13-069

**APPROVING ISSUANCE OF A PROCUREMENT FOR SURFACE
CRACK SEALING ON 183A FRONTAGE ROADS.**

WHEREAS, the pavement surface of 183A frontage roads is now five years old; and

WHEREAS, routine crack sealing activities are recommended as part of a comprehensive preventive maintenance program for roadway surfaces; and

WHEREAS, the Executive Director recommends initiating a procurement process to solicit a contract to provide surface crack sealing on the frontage roads of 183A.

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is authorized and directed to procure a contract for surface crack sealing on the 183A frontage roads in accordance with the procurement policies established by Chapter 4 of the Mobility Authority Policy Code.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-069
Date Passed: 10/30/13

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

RESOLUTION NO. 13-070

**APPROVING THE ANNUAL COMPLIANCE REPORT TO
THE TEXAS DEPARTMENT OF TRANSPORTATION
REQUIRED BY 43 *TEX. ADMIN. CODE* § 26.65.**

WHEREAS, the Texas Department of Transportation has adopted rules codified at Subchapter G, Chapter 26, Title 43 of the Texas Administrative Code that require the Mobility Authority to report certain financial information including the annual budgets and independent audits to Travis County and Williamson County, the counties that are a part of the Central Texas Regional Mobility Authority; and

WHEREAS, by Resolution No. 13-039 enacted June 26, 2013, the Board approved the budget for fiscal year 2014; and

WHEREAS, by Resolution No. 13-057 enacted October 2, 2013, the Board approved the independent audits of the Mobility Authority for the fiscal year ending June 30, 2013, prepared by PMB Helin Donovan, LLP, by the action of its Audit Committee; and

WHEREAS, the Compliance Report attached as Exhibit 1 to this resolution reports to the Texas Department of Transportation the information required by 43 *TEX. ADMIN. CODE* § 26.65.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the Compliance Report in the form attached as Exhibit 1 to this resolution, and authorizes the Executive Director to certify and submit the Compliance Report to the Texas Department of Transportation.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-070
Date Passed: 10/30/2013

Exhibit 1

Compliance Report

[on the following 2 pages]

**Central Texas Regional Mobility Authority
Compliance Report**

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

Compliance Rule	Compliance Statement	Certification
<i>Rule 26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	CTRMA submitted to Travis and Williamson Counties copies of its annual operating and capital budgets adopted June 26, 2013, for fiscal year beginning July 1, 2013.	Board of Directors approved the FY 2014 Budget on June 26, 2013, by Resolution 13-039.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Notice of material event under Rule 15c2-12 (debt defeasance) filed June 3, 2013, was provided to Travis and Williamson Counties.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	CTRMA did not have any "surplus revenues" in FY 2012-2013, as that term is defined by §370.003(12) of the Transportation Code.	FY 2013 Annual Audit was accepted by the Board of Directors by adopting Resolution 13-057 on October 2, 2013.
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	Included as part of the FY 2013 audit. See certification below.	FY 2013 Annual Audit was accepted by the Board of Directors by adopting Resolution 13-057 on October 2, 2013.
<i>Rule 26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	CTRMA received an unqualified opinion for FY 2013 from an independent certified public accountant.	FY 2013 Annual Audit was accepted by the Board of Directors by adopting Resolution 13-057 on October 2, 2013.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	CTRMA notified Travis and Williamson Counties of the acceptance of the FY 2013 audit by letter dated October 15, 2013.	FY 2013 Annual Audit was accepted by the Board of Directors by adopting Resolution 13-057 on October 2, 2013.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	Work papers and reports are retained for a minimum of four years.	

**Central Texas Regional Mobility Authority
Compliance Report**

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

<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	CTRMA promptly provides reports and information regarding its activities when requested by Travis County or Williamson County.	
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	CTRMA will provide the Texas Department of Transportation with access to all its operating and financial records when requested by the TxDOT Executive Director.	

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

RESOLUTION NO. 13-071

ACCEPT THE FINANCIAL STATEMENTS FOR SEPTEMBER 2013.

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is empowered to procure such goods and services as it deems necessary to assist with its operations and to study and develop potential transportation projects, and is responsible to insure accurate financial records are maintained using sound and acceptable financial practices; and

WHEREAS, close scrutiny of the Mobility Authority's expenditures for goods and services, including those related to project development, as well as close scrutiny of the Mobility Authority's financial condition and records is the responsibility of the Board and its designees through procedures the Board may implement from time to time; and

WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records and reports; and

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of September 2013, and has caused Financial Statements to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for September 2013, attached as Attachments A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 30th day of October, 2013.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 13-071
Date Passed: 10/30/2013

Attachment A

Financial Statements for September 2013

	Balance Sheet		
As of	September 30, 2013	September 30, 2012	

Assets

Current Assets

Cash in Regions Operating Account	290,311		294,493
Cash In TexSTAR	59,788		24,482
Regions Payroll Account	19,163		6,215
Restricted cash/cash equivalents			
Fidelity Government MMA	150,267,494		38,857,534
Restricted Cash-TexStar	25,358,003		53,275,250
Overpayment accounts	38,266		33,534
Total Cash and Cash Equivalents		176,033,026	92,491,508
Accounts Receivable	18,224		121,256
Due From TTA	273,928		580,695
Due From NTTA	134,723		49,200
Due From HCTRA	131,666		79,197
Due From TxDOT	590,250		152,509
Due From Federal Government	0		463,466
Interest Receivable	90,709		250,936
Total Receivables		1,239,500	1,696,545
Short Term Investments			
Treasuries	0		4,549,017
Short Term Investments		69,632,827	171,358,877
Other Current Assets			
Prepaid Insurance		6,980	681
Total Current Assets		246,912,332	265,547,610

Construction Work In Process

	315,558,147		264,009,863
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Fixed Assets

Computers(net)	102,284		28,648
Computer Software(net)	438,212		67,932
Furniture and Fixtures(net)	0		11,508
Equipment(net)	15,885		34,746
Autos and Trucks(net)	12,647		19,545
Buildings and Toll Facilities(net)	5,965,612		6,124,512
Highways and Bridges(net)	324,986,730		278,662,166
Communication Equipment(net)	719,089		903,737
Toll Equipment(net)	11,915,696		9,524,280
Signs(net)	8,768,335		6,043,179
Land Improvements(net)	7,201,660		3,375,922
Right of Way	46,642,851		24,800,630
Leasehold Improvements	164,813		54,863
Total Fixed Assets		406,933,814	329,651,668

Long Term Investments

Other Assets

Security Deposits	0		8,644
Intangible Assets	15,032,417		650
2005 Bond Insurance Costs	5,337,706		
Total Assets		989,774,417	892,299,040

Liabilities

Current Liabilities

Accounts Payable	183,060	770,394
Overpayments	39,607	34,502
Interest Payable	11,707,307	10,818,620
TCDRS Payable	36,476	33,306
Due to other Entities	631,550.42	0
Other	0	143,134
Total Current Liabilities	12,298,000	11,799,956

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	189,089
Senior Lien Revenue Bonds 2005	0	172,628,655
Senior Lien Revenue Bonds 2010	105,511,641	102,231,515
Senior Lien Revenue Bonds 2011	307,436,417	306,738,658
Senior Refunding Bonds 2013	185,810,000	0
Sn Lien Rev Bnd Prem/Disc 2010	122,447	159,735
Sn Lien Rev Bnd Prem/Disc 2011	(3,683,278)	(3,842,653)
Sn Lien Rev Bnd Prem/Disc 2013	18,958,088	0
Subordinated Lien Bond 2010	0	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Subordinated Refunding Bonds 2013	103,960,000	
Sub Lien Bond 2011 Prem/Disc	(1,960,508)	(2,050,324)
Sub Lien Bond 2013 Prem/Disc	4,163,685	
TIFIA note 2008	0	77,656,077
2011 Regions Draw Down Note	2,380,581	700,000
2013 American Bank Loan	5,300,000	
Total Long Term Liabilities	798,188,161	774,012,291
Total Liabilities	810,486,162	785,812,247

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	151,281,301	86,019,147
Current Year Operations	9,672,109	2,132,800
Total Net Assets	160,953,410	88,151,947

Total Liabilities and Net Assets

989,774,417	892,299,040
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Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 9/30/2013	Percent of Budget	Actual Prior Year to Date 9/30/2012
Revenue				
Operating Revenue				
Toll Revenue-TxTag-Manor	1,188,228	514,286	43.28%	-
Toll Revenue-TxTag-183A	29,507,860	5,693,569	19.30%	5,074,897
Toll Revenue-HCTRA-183A	884,163	326,851	36.97%	243,759
Toll Revenue-HCTRA Manor	173,689	68,634	39.52%	-
Toll Revenue-NTTA-183A	580,498	208,163	35.86%	152,359
Toll Revenue-NTTA-Manor	77,633	21,334	27.48%	-
Video Tolls 183A	4,243,980	1,321,005	31.13%	1,145,233
Video Tolls Manor Expressway	452,664	191,706	42.35%	-
Fee revenue 183A	1,661,750	468,640	28.20%	452,190
Fee revenue Manor Expressway	179,820	118,771	66.05%	-
Total Operating Revenue	38,950,285	8,932,959	22.93%	7,068,438
Other Revenue				
Interest Income	180,000	46,608	25.89%	60,966
Grant Revenue	1,236,000	7,944,478	642.76%	3,804,529
Reimbursed Expenditures	-	-	0.00%	34,774
Misc Revenue	92,500	11,408	12.33%	44,585
Unrealized Loss	-	-	0.00%	42,708
Total Other Revenue	1,508,500	8,002,494	530.49%	3,987,562
Total Revenue	\$ 40,458,785	\$ 16,935,453	41.86%	\$ 11,056,000

Expenses

Salaries and Wages

Salary Expense-Regular	2,185,005	463,566	21.22%	420,258
Part Time Salary Expense	12,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	-	0.00%	1,202
TCDRS	317,550	65,175	20.52%	59,080
FICA	102,241	19,145	18.72%	17,483
FICA MED	31,900	6,703	21.01%	6,054
Health Insurance Expense	193,060	49,546	25.66%	45,331

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 9/30/2013	Percent of Budget	Actual Prior Year to Date 9/30/2012
Life Insurance Expense	5,874	426	7.26%	3,491
Auto Allowance Expense	10,200	-	0.00%	-
Other Benefits	190,261	23,008	12.09%	21,251
Unemployment Taxes	12,960	16	0.12%	-
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,119,051	627,585	20.12%	574,150
 Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	3,148	26.23%	2,160
Auditing	65,000	44,335	68.21%	35,300
General Engineering Consultant	460,000	800	0.17%	90,933
GEC-Trust Indenture Support	75,000	564	0.75%	-
GEC-Financial Planning Support	50,000	7,330	14.66%	-
GEC-Toll Ops Support	5,000	-	0.00%	-
GEC-Roadway Ops Support	325,000	21,751	6.69%	-
GEC-Technology Support	50,000	25,156	50.31%	-
GEC-Public Information Support	10,000	38	0.38%	-
GEC-General Support	275,000	16,136	5.87%	-
General System Consultant	175,000	20,413	11.66%	-
Image Processing - 183A	1,140,000	257,637	22.60%	204,019
Image Processing - Manor	120,000	64,909	54.09%	-
Facility maintenance	-	1,929		1,663
HERO	1,629,000	225,443	13.84%	146,433
Special Projects	-	1,594		-
Human Resources	50,000	2,763	5.53%	143
Legal	250,000	2,319	0.93%	15,248
Photography	10,000	-	0.00%	-
Traffic and Revenue Consultant	5,000	7,386	147.72%	-
Communications and Marketing	-	-	0.00%	9,331
Total Professional Services	4,706,000	703,650	14.95%	505,230
 <u>Other Contractual Services</u>				
IT Services	63,000	5,828	9.25%	5,079
Graphic Design Services	40,000	-	0.00%	-
Website Maintenance	35,000	-	0.00%	1,147
Research Services	50,000	-	0.00%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 9/30/2013	Percent of Budget	Actual Prior Year to Date 9/30/2012
Copy Machine	10,000	1,765	17.65%	724
Software Licenses	17,200	7,387	42.95%	6,653
ETC Maintenance Contract	1,291,625	98,412	7.62%	68,798
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	-
Communications and Marketing	140,000	100	0.07%	-
Advertising Expense	60,000	1,394	2.32%	14,010
Direct Mail	5,000	-	0.00%	-
Video Production	20,000	-	0.00%	-
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	19,300	7.72%	38,254
Special assignments	5,000	-	0.00%	-
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	20,000	-	0.00%	-
Generator Fuel	9,000	596	6.62%	-
Fire and Burglar Alarm	3,660	-	0.00%	114
Elevator Maintenance	2,640	-	0.00%	-
Refuse	780	-	0.00%	-
Pest Control	1,536	-	0.00%	-
Custodial	4,440	-	0.00%	-
Roadway Maintenance Contract	750,000	(62,424)	0.00%	36,671
Landscape Maintenance	250,000	35,803	14.32%	36,300
Signal & Illumination Maint	-	-	0.00%	14,164
Mowing and litter control	-	-	0.00%	8,840
Graffiti removal	-	-	0.00%	225
Cell Phones	10,000	2,659	26.59%	1,397
Local Telephone Service	25,000	3,903	15.61%	3,546
Internet	6,000	-	0.00%	-
Fiber Optic System	30,000	16,317	54.39%	6,848
Other Communication Expenses	1,000	98	9.78%	50
Subscriptions	1,850	(250)	0.00%	-
Memberships	34,600	1,388	4.01%	1,393
Continuing Education	7,300	596	8.16%	265
Professional Development	14,000	276	1.97%	-
Seminars and Conferences	32,000	11,265	35.20%	8,835
Staff-Travel	89,000	25,341	28.47%	28,073

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 9/30/2013	Percent of Budget	Actual Prior Year to Date 9/30/2012
Other Contractual Svcs	200	-	0.00%	-
Tag Collection Fees	2,013,000	307,358	15.27%	232,716
Court Enforcement Costs	15,000	-	0.00%	-
Contractual Contingencies	130,500	-	0.00%	-
Total Other Contractual Services	5,615,831	477,111	8.50%	514,102
Total Contractual Services	10,321,831	1,180,761	11.44%	1,019,331
Materials and Supplies				
Books & Publications	6,500	377	5.80%	3,225
Office Supplies	10,000	3,114	31.14%	642
Computer Supplies	12,500	2,877	23.02%	3,570
Copy Supplies	2,200	-	0.00%	332
Annual Report printing	7,000	-	0.00%	-
Other Reports-Printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	484	19.38%	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	23	0.23%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	-	0.00%	-
Misc Materials & Supplies	3,000	1,122	37.39%	-
Total Materials and Supplies	113,875	7,997	7.02%	7,769
Operating Expenses				
Gasoline	5,500	812	14.76%	1,270
Mileage Reimbursement	6,750	1,029	15.25%	888
Toll Tag Expense	2,700	42	1.56%	844
Parking	3,175	700	22.04%	7,212
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,300	1,642	9.49%	2,278
Public Notices	2,000	-	0.00%	-
Postage Expense	5,650	82	1.46%	78

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 9/30/2013	Percent of Budget	Actual Prior Year to Date 9/30/2012
Overnight Delivery Services	1,700	49	2.88%	43
Local Delivery Services	1,150	-	0.00%	12
Insurance Expense	90,000	19,054	21.17%	15,704
Repair & Maintenance-General	500	-	0.00%	403
Repair & Maintenance-Vehicles	500	104	20.88%	(841)
Repair & Maintenance Toll Equip	5,000	170	3.40%	400
Rent Expense	400,000	56,916	14.23%	53,964
Water	7,500	1,128	15.04%	1,573
Electricity	180,000	23,705	13.17%	15,730
Other Licenses	700	235	33.57%	163
Community Initiative Grants	65,000	10,000	15.38%	10,000
Non Cash Operating Expenses				
Amortization Expense	25,000	23,064	92.26%	101,985
Amort Expense - Refund Savings	-	256,965		-
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	401
Dep Expense - Equipment	17,000	5,249	30.87%	4,222
Dep Expense - Autos & Trucks	7,000	1,725	24.64%	1,725
Dep Expense-Buildng & Toll Fac	100,000	44,279	44.28%	44,140
Dep Expense-Highways & Bridges	9,000,000	2,251,556	25.02%	1,241,802
Dep Expense-Communic Equip	175,000	49,029	28.02%	47,705
Dep Expense-Toll Equipment	986,000	386,619	39.21%	115,445
Dep Expense - Signs	175,000	60,692	34.68%	33,317
Dep Expense-Land Improvemts	160,000	112,209	70.13%	16,451
Depreciation Expense-Computers	11,000	5,497	49.98%	3,001
Total Operating Expenses	11,470,375	3,312,552	28.88%	1,719,916
Financing Expenses				
Arbitrage Rebate Calculation	6,000	6,630	110.50%	-
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	-	0.00%	11,000
Trustee Fees	8,000	2,688	33.59%	-
Bank Fee Expense	8,000	1,429	17.86%	1,544
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,796,755	4,508,686	21.68%	5,480,646
Contingency	15,000	-	0.00%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2014	Actual Year to Date 9/30/2013	Percent of Budget	Actual Prior Year to Date 9/30/2012
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	400,000	17,975	4.49%	108,843
Total Financing Expenses	<u>21,292,755</u>	<u>4,537,408</u>	21.31%	<u>5,602,033</u>
<u>Other Gains or Losses</u>				
Total Other Gains or Losses	<u>-</u>	<u>-</u>	0.00%	<u>-</u>
Total Expenses	<u>\$ 46,317,887</u>	<u>\$ 9,666,302</u>	20.87%	<u>\$ 8,923,199</u>
Net Income	<u>\$ (5,859,102)</u>	<u>\$ 7,269,150</u>		<u>\$ 2,132,800</u>

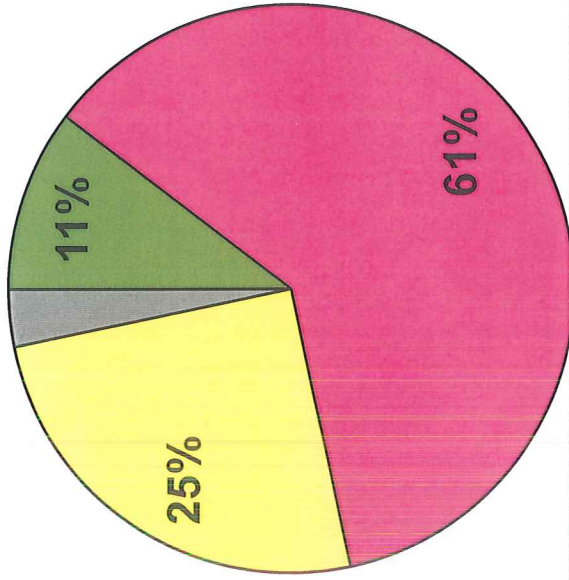
Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2014
as of September 30, 2013

Cash flows from operating activities:	
Receipts from Department of Transportation	\$ 32,703,214
Receipts from toll fees	10,523,520
Receipts from other fees	-
Receipts from interest income	225,609
Receipts from other sources	380,518
Payments to vendors	(2,232,863)
Payments to employees and benefits	(687,378)
Net cash flows used in operating activities	<u>40,912,622</u>
 Cash flows from capital and related financing activities:	
Payments on interest	(14,771,872)
Payment on Bonds/Notes	(393,988)
Acquisitions of property and equipment	(181,751)
Acquisitions of construction in progress	(27,314,907)
Proceeds from Loans and Notes	800,000
Net cash flows used in capital and related financing activities	<u>(41,862,517)</u>
 Cash flows from investing activities:	
Purchase of investments	-
Proceeds from sale or maturity of investments	26,934,481
Net cash flows provided by investing activities	<u>26,934,481</u>
 Net increase in cash and cash equivalents	 25,984,586
Cash and cash equivalents at beginning of July 2013	150,048,440
Cash and cash equivalents at end of September 2013	<u>\$ 176,033,026</u>
 Reconciliation of change in net assets to net cash provided by operating activities:	
Change in net assets	\$ 7,269,150
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	3,196,884
Nonoperating interest	4,496,079
Bond Issuance Expense	-
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	26,506,031
(Increase)/Decrease in prepaid expenses and other assets	50,162
(Increase)/Decrease in interest receivable	172,740
Increase/(Decrease) in deferred revenue (audit adjustments)	-
Increase/(Decrease) in other payable	103,410
Increase/(Decrease) in accounts payable	(881,833)
Total adjustments	<u>33,643,472</u>
 Net cash flows provided by operating activities	 <u>\$ 40,912,622</u>

INVESTMENTS by FUND

		Balance		
			September 30, 2013	
Renewal & Replacement Fund				TexSTAR 25,417,791.18
TexSTAR	661,250.44			CD's 8,000,000.00
Regions Sweep	0.66			Regions Sweep 150,267,494.33
Agencies		661,251.10		Agencies 61,631,230.04
TxDOT Grant Fund				
TexSTAR	3,181,858.85			
Regions Sweep	245,924.57			
CD's	3,000,000.00			
Agencies	3,035,825.34	9,463,608.76		\$ 245,316,515.55
Senior Debt Service Reserve Fund				
TexSTAR	13,595,533.54			
Regions Sweep	9,364,598.28			
Agencies	25,184,029.37	48,144,161.19		
2010 Senior Lien DSF				
Regions Sweep	860,851.71			
TexSTAR	0.00	860,851.71		
2011 Debt Service Acct				
Regions Sweep	0.33	0.33		
2013 Sr Debt Service Acct				
Regions Sweep	2,712,007.55	2,712,007.55		
2013 Sub Debt Serrvice Account				
Regions Sweep	1,420,606.75	1,420,606.75		
2011 Sub Debt DSRF				
Regions Sweep	2,023,494.66			
CD's	5,000,000.00	7,023,494.66		
Operating Fund				
TexSTAR	59,788.00			
TexSTAR-Trustee	2,952,267.16			
Regions Sweep	0.00	3,012,055.16		
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	1,769,309.45	1,769,310.45		
General Fund				
TexSTAR	53.78			
Regions Sweep	14,655,861.74	14,655,915.52		
2011 Sr Capitalized Interest Fund				
Regions Sweep	37,771.41			
Agencies	8,945,867.43	8,983,638.84		
2011 Sub Capitalized Interest Fund				
Regions Sweep	585.04			
Agencies	2,361,512.90	2,362,097.94		
2013 Sub Debt Service Reserve Fund				
Regions Sweep	8,418,778.02	8,418,778.02		
MoPac Construction Fund				
Regions Sweep	38,613,203.09	38,613,203.09		
2010-1 Sub Lien Projects Fund				
TexSTAR	797,349.88			
Regions Sweep	0.00	797,349.88		
2010 Senior Lien Construction Fund				
TexSTAR	1.19			
Regions Sweep	142,557.01	142,558.20		
2011 Sub Debt Project fund				
TexSTAR	4,169,567.68			
Agencies				
Regions Sweep	43,958,263.02	48,127,830.70		
2011 Sr Financial Assistance Fund				
Regions Sweep	0.00	0.00		
2011 Senior Lien Project Fund				
TexSTAR	119.66			
Regions Sweep	26,043,681.04			
Agencies	22,103,995.00	48,147,795.70		
		<u>\$ 245,316,515.55</u>		

Allocation of Funds



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

Amount of investments As of September 30, 2013

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Freddie Mac	3134G2U42	1,000,000.00	1,000,000.00	1,000,120.00	0.3750%	3/15/2012	10/15/2013	TxDOT Grant Fund
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,361,512.90	2,360,110.40	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,945,867.43	8,938,843.20	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Fannie Mae	31398A3L4	Matured	Matured	Matured	0.2605%	2/7/2012	9/17/2013	2005 Sr DSRF
Fannie Mae	31398A3L4	Matured	Matured	Matured	0.2605%	2/7/2012	9/17/2013	2010 Sr DSRF
Federal Home Loan Bank	3133XR88	Matured	Matured	Matured	0.2990%	3/30/2012	9/6/2013	2011 Sr Project
Federal Home Loan Bank	313378U41	Matured	Matured	Matured	0.2970%	3/30/2012	9/30/2013	2011 Sr Project
Freddie Mac	3134G3BF6	12,054,960.00	12,006,870.00	12,014,040.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,097,125.00	10,103,700.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
Freddie Mac	3137EADD8	1,004,940.00	1,003,128.67	1,003,520.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,032,696.67	1,036,210.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	8,081,952.00	8,048,690.62	8,052,960.00	0.2150%	2/8/2013	8/28/2014	2005 DSRF
Fannie Mae	313560TW3	4,999,250.00	4,999,450.00	4,996,500.00	0.4060%	2/8/2013	7/30/2015	2005 DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,135,888.75	12,132,960.00	0.2646%	2/8/2013	12/12/2014	2005 DSRF
		35,569,779.06	61,631,230.04	61,638,963.60				

Agency	CUSIP #	COST	Cumulative Amortization	9/30/2013		Maturity Value	September 30, 2013	
				Book Value	Market Value		Accrued Interest	Interest Earned
Freddie Mac	3134G2U42	1,000,000.00	-	1,000,000.00	1,000,000.00	312.50	243.58	312.50
Federal Home loan Bank	3134A4UL6	2,326,924.30	34,588.60	2,361,512.90	2,362,000.00		1,066.29	243.58
Federal Home loan Bank	3134A4UL6	8,794,454.76	151,412.67	8,945,867.43	8,946,000.00		1,066.29	1,066.29
Fannie Mae	31398A3L4	Matured	Matured	Matured	3,830,000.00		(2,216.61)	1,374.02
Fannie Mae	31398A3L4	Matured	Matured	Matured	3,900,000.00		(2,257.13)	1,399.12
Federal Home Loan Bank	3133XR88	Matured	Matured	Matured	7,000,000.00		(20,591.70)	2,741.63
Federal Home Loan Bank	313378U41	Matured	Matured	Matured	12,000,000.00		(526.67)	2,973.33
Freddie Mac	3134G3BF6	12,054,960.00	48,090.00	12,006,870.00	12,000,000.00		(2,290.00)	3,960.00
Federal Home Loan Bank	3133XWKV0	10,388,500.00	291,375.00	10,097,125.00	10,000,000.00		(16,187.50)	3,604.17
Freddie Mac	3137EADD8	1,004,940.00	1,811.33	1,003,128.67	1,000,000.00		(164.67)	252.00
Northside ISD	66702RAG7	1,057,700.00	25,003.33	1,032,696.67	1,000,000.00		(1,923.33)	576.67
Fannie Mae	3135G0BY8	8,081,952.00	33,261.38	8,048,690.62	8,000,000.00		(4,426.42)	1,406.91
Fannie Mae	313560TW3	4,999,250.00	(200.00)	4,999,450.00	500,000.00		25.00	1,691.67
Federal Home Loan Bank	313371W51	12,217,422.00	81,533.25	12,135,888.75	12,000,000.00		(9,059.25)	3,440.75
		61,926,103.06	666,875.56	61,631,230.04	83,538,000.00		(58,308.41)	18,503.31

September 30, 2013 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to		Matures	September 30, 2013		FUND
			Maturity	Purchased		Interest	Interest	
Compass Bank	CD9932129	3,000,000	0.35%	8/27/2012	2/27/2014	\$	863.01	TxDOT Grant Fund
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013		\$	1,458.33	2011 Sub DSRF
		<u>8,000,000</u>				\$	<u>2,321.34</u>	



Monthly Newsletter - September 2013

Performance

As of September 30, 2013

Current Invested Balance	\$4,545,216,845.55
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	64 Days
Net Asset Value	1.000082
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$335,343.11
Management Fee Collected	\$188,337.88
% of Portfolio Invested Beyond 1 Year	0.55%
Standard & Poor's Current Rating	AAAm

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

September Averages

Average Invested Balance	\$4,582,765,571.29
Average Monthly Yield, on a simple basis	0.0390%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	64 Days

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

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

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

★ Avery ISD

★ Bacliff MUD

★ Hidalgo County RMA

★ City of Hooks

Holiday Reminder

Please note that in observance of the Columbus Day holiday, **TexSTAR will be closed Monday, October 14, 2013**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. This is an unusual holiday where the investment markets are open but the banks are closed. Please plan accordingly for your liquidity needs.

Economic Commentary

Equity and bond markets were volatile in the third quarter as investors focused on the Federal Reserve meeting in mid-September and the risks associated with the fiscal-policy negotiations in Washington. The Federal Reserve's decision to delay tapering was a notable surprise to the markets. The majority of market participants had predicted that the Fed would announce a reduction in its monthly asset purchase program at its September meeting. Instead, the Fed shocked markets with its dovish comments, maintaining its current monetary policy and leaving monthly asset purchases of Treasuries and mortgage-backed securities at \$85 billion per month. The Fed showed concern over tightening financial conditions and pending fiscal drama, while downplaying the importance of the unemployment rate on a standalone basis, deciding to wait for more evidence that economic progress will be self-sustained before pulling back. On October 1st, Congress was unable to agree on a bill to fund the government at the outset of FY2014 and the government partially shut down for the first time in almost two decades. It is still very unclear how things will develop, but Democrats and Republicans currently remain far from an agreement. The duration of the shutdown will be key in determining the ultimate impact on the economy. The bigger concern is whether Congress will raise the debt ceiling before the October 17th deadline, when extraordinary measures will be exhausted. If they cannot agree on a resolution, the government risks a "technical default" on its debt, which is believed to be unlikely.

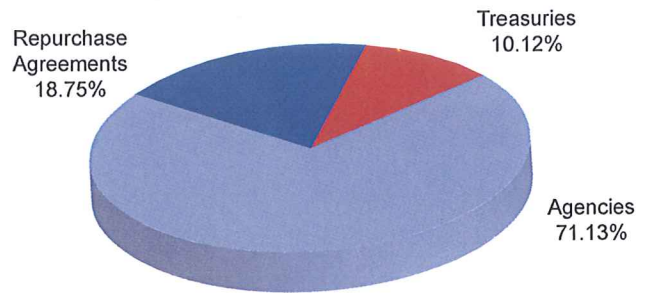
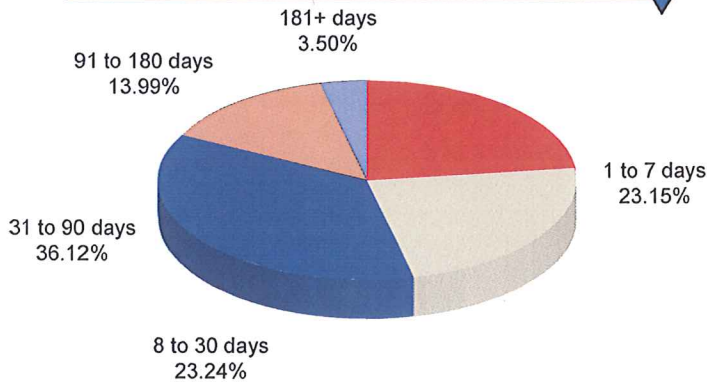
Data released in the third quarter continued to paint a mixed picture of U.S. economic growth. While initial jobless claims have declined, the economy continues to add fewer jobs. Consumer confidence and personal income continue to strengthen, but retail sales growth remains anemic. Manufacturing surveys suggest strong capital expenditures spending, yet capital goods orders have been unchanged. While the base case outlook for global growth continues to be sub-trend, stable and improving global economic conditions have moderately increased the upside potential for growth. Optimism is moderated by the impact of materially higher interest rates since May on the global economy, lower labor participation rates in the U.S. and a slack in global manufacturing. Should the Fed begin tapering its asset purchases before year-end, it would likely be very gradual and accompanied by accommodative forward rate guidance.

This information is an excerpt from an economic report dated September 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

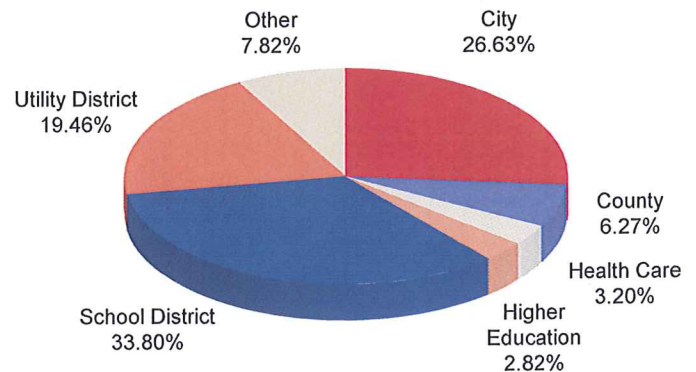
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of September 30, 2013



Portfolio by Maturity As of September 30, 2013



Distribution of Participants by Type As of September 30, 2013

Historical Program Information

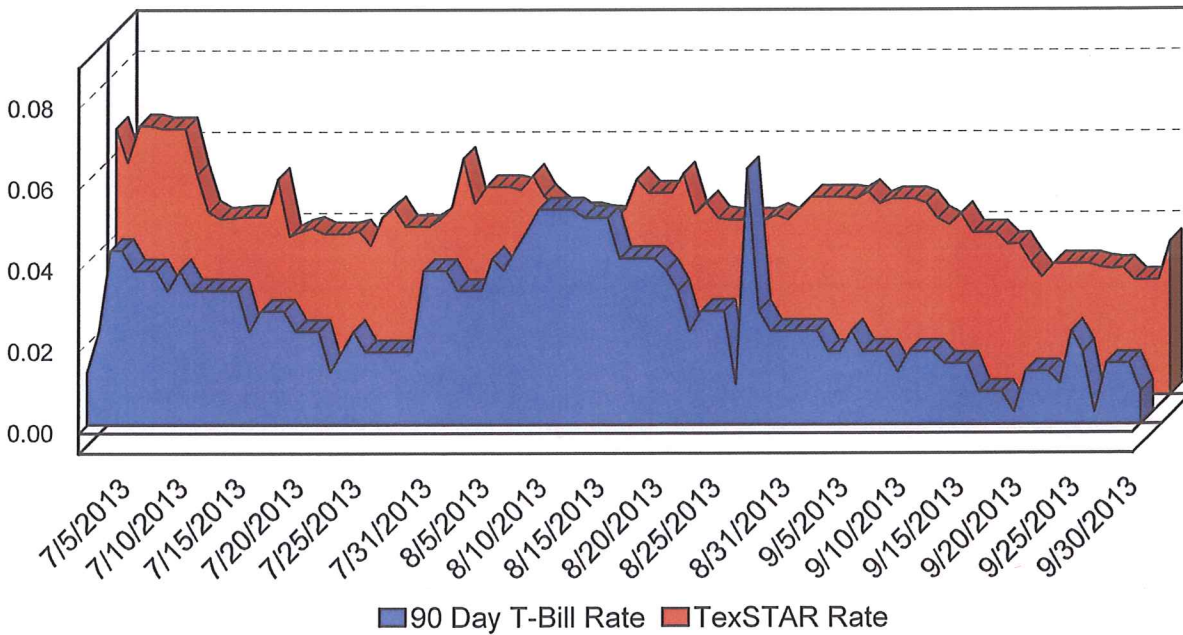
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763

Portfolio Asset Summary as of September 30, 2013

	Book Value	Market Value
Uninvested Balance	\$ (2,523.55)	\$ (2,523.55)
Accrual of Interest Income	944,404.38	944,404.38
Interest and Management Fees Payable	(371,351.26)	(371,351.26)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	852,282,000.00	852,282,000.00
Government Securities	3,692,364,315.98	3,692,738,278.83
Total	\$ 4,545,216,845.55	\$ 4,545,590,808.40

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 September 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 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 at \$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 consist 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.

Daily Summary for September 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2013	0.0489%	0.000001339	\$4,682,919,318.35	1.000091	49	60
9/2/2013	0.0489%	0.000001339	\$4,682,919,318.35	1.000091	49	60
9/3/2013	0.0485%	0.000001329	\$4,635,230,139.59	1.000089	50	60
9/4/2013	0.0502%	0.000001376	\$4,654,768,169.45	1.000091	51	62
9/5/2013	0.0473%	0.000001297	\$4,613,399,037.20	1.000091	53	63
9/6/2013	0.0484%	0.000001327	\$4,551,165,375.96	1.000092	52	62
9/7/2013	0.0484%	0.000001327	\$4,551,165,375.96	1.000092	52	62
9/8/2013	0.0484%	0.000001327	\$4,551,165,375.96	1.000092	52	62
9/9/2013	0.0474%	0.000001298	\$4,520,504,109.81	1.000096	52	63
9/10/2013	0.0436%	0.000001195	\$4,562,895,334.98	1.000095	51	63
9/11/2013	0.0421%	0.000001154	\$4,554,705,225.68	1.000091	52	63
9/12/2013	0.0447%	0.000001225	\$4,545,982,289.88	1.000091	54	67
9/13/2013	0.0401%	0.000001098	\$4,630,534,625.91	1.000085	52	64
9/14/2013	0.0401%	0.000001098	\$4,630,534,625.91	1.000085	52	64
9/15/2013	0.0401%	0.000001098	\$4,630,534,625.91	1.000085	52	64
9/16/2013	0.0372%	0.000001018	\$4,640,264,980.43	1.000092	52	64
9/17/2013	0.0373%	0.000001021	\$4,611,197,920.04	1.000090	53	65
9/18/2013	0.0328%	0.000000899	\$4,593,100,812.11	1.000089	54	66
9/19/2013	0.0292%	0.000000799	\$4,602,170,413.04	1.000091	54	67
9/20/2013	0.0324%	0.000000889	\$4,518,081,222.33	1.000091	53	66
9/21/2013	0.0324%	0.000000889	\$4,518,081,222.33	1.000091	53	66
9/22/2013	0.0324%	0.000000889	\$4,518,081,222.33	1.000091	53	66
9/23/2013	0.0324%	0.000000889	\$4,492,088,714.42	1.000090	53	66
9/24/2013	0.0316%	0.000000867	\$4,532,363,679.81	1.000086	52	64
9/25/2013	0.0312%	0.000000855	\$4,598,211,031.50	1.000085	54	67
9/26/2013	0.0313%	0.000000858	\$4,584,434,905.07	1.000088	54	66
9/27/2013	0.0283%	0.000000774	\$4,577,083,740.25	1.000082	52	64
9/28/2013	0.0283%	0.000000774	\$4,577,083,740.25	1.000082	52	64
9/29/2013	0.0283%	0.000000774	\$4,577,083,740.25	1.000082	52	64
9/30/2013	0.0377%	0.000001032	\$4,545,216,845.55	1.000082	51	64
Average	0.0390%	0.000001068	\$4,582,765,571.29		52	64

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
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<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest 

J.P.Morgan
Asset Management