

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

RESOLUTION NO. 16-006

**APPROVE AMENDMENT NO. 1 TO ADVANCE FUNDING AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE HERO PROGRAM**

WHEREAS, by Resolution 12-043, dated July 25, 2012, the Board of Directors approved an Advanced Funding Agreement (the "AFA") with the Texas Department of Transportation ("TxDOT") for the Highway Emergency Response Operator Patrol Services ("HERO Program"); and

WHEREAS, the AFA is set to expire on March 30, 2016; and


WHEREAS, TxDOT has authorized Amendment No. 1 to extend the existing AFA to September 30, 2016 and increasing the allocated funds to \$6,040,082 for the HERO Program; and

WHEREAS, the Board has determined it is in the best interests of the Mobility Authority and the traveling public to continue and expand the HERO Program using the funds to be made available under Amendment No. 1 of the AFA.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Amendment No. 1 to AFA and authorizes the Executive Director to execute the Amendment No. 1 to AFA for HERO Program in the form or substantially the same form attached to this resolution as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on August 9th of 2012 to effectuate their agreement to implement the Highway Emergency Response Operators (HERO) Project; and,

WHEREAS, it has become necessary to amend that contract to extend the termination date;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Article 1: Period of Agreement: The Project termination date is extended from March 30, 2016 to September 30, 2016.

Attachment C: Additional funds have been allocated to the program. Due to this increase of funds, it has become necessary to update the Project Budget to reflect these additional funds. Therefore, Attachment C of the original agreement is void in its entirety and replaced with Attachment C-1, contained herein.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

CSJ #0914-00-358/0914-00-361

District #14-Austin

Code Chart 64 #60432

Project: HERO Project

Federal Highway Administration

CFDA #20.205

Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

**ATTACHMENT C-1
 PROJECT BUDGET ESTIMATE**

Costs will be allocated based on 80% Federal funding and 20% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation
		%	Cost	%	Cost	%	
HERO for Obligation in 2013	\$1,931,250	80%	\$1,545,500	20%	\$386,250	0%	\$0
HERO for Obligation in 2014	\$2,703,750	80%	\$2,163,000	20%	\$540,750	0%	\$0
HERO Obligation in 2016	\$850,000	80%	\$680,000	20%	\$170,000	0%	\$0
Direct State Costs - 3%	\$164,550	0%	\$0	100%	\$164,550	0%	\$0
Indirect Direct State Costs - 7.12%	\$390,532	0%	\$0	100%	\$390,532	0%	0%
TOTAL	\$6,040,082		\$4,388,500		\$776,782		\$0

Payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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

RESOLUTION NO. 16-007

**APPROVING AN AMENDMENT TO THE CONTRACT WITH W.P. ENGINEERING
CONSULTANTS, INC., FOR OPERATION OF THE HERO PROGRAM**

WHEREAS, the Mobility Authority entered into a contract with W.P. Engineering Consultants, Inc., effective July 19, 2010, for safety patrol and related services provided under the Highway Emergency Response Operator program ("HERO Program"); and

WHEREAS, the Texas Department of Transportation has authorized extending the existing Advanced Funding Agreement and increasing the allocated funds to the program.


WHEREAS, the Executive Director and W.P. Engineering Consultants, Inc. have agreed to an Amendment No. 6 to the July 19, 2010 contract to continue the HERO Program, increasing the contract amount by \$805,000 to a total of \$7,265,000, and extending the term to September 30, 2016.

WHEREAS, the Executive Director recommends approval of the proposed amendment, a copy of which is attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract amendment with W.P Engineering Consultants, Inc., 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 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

**AMENDMENT NO. 6 TO
AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL SERVICES**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
W.P. ENGINEERING CONSULTANTS, INC.**

This Amendment No. 6 to the “Agreement for Highway Emergency Response Operator (“HERO”) Patrol Services” (“Amendment”) by and between the Central Texas Regional Mobility Authority (“Mobility Authority”) and W.P. Engineering Consultant (“Contractor”) is entered into effective as of February 29, 2016.

WHEREAS, the Mobility Authority and the Contractor entered into the agreement dated effective July 19, 2010 (the “Contract”) and Amendment No. 5 dated effective April 30, 2014, wherein the Mobility Authority amended the maximum amount payable under the Contract to \$6,460,000 and extended the term of the Contract for all purposes until February 28, 2016;

WHEREAS, the Mobility Authority expects to amend the current “Advanced Funding Agreement” for the HERO Program between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012, and will be able to fund the Contract up to a maximum amount of \$7,265,000 and extend the Contract to September 30, 2016;

WHEREAS, the Mobility Authority and the Contractor desire to extend the amount of the contract to a maximum of \$7,265,000; and

WHEREAS, the Mobility Authority and the Contractor desire to extend the term of the Contract for all purposes until September 30, 2016.

NOW, THEREFORE, the Mobility Authority and the Contractor agree to the following:

Section 2(A) of the Contract is hereby amended to read in its entirety as follows:

The maximum amount payable under this Agreement is \$7,265,000. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$7,265,000; *provided however*, that to the extent Contractor performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Mobility Authority, such services will not be subject to the maximum amount payable hereunder.

This Agreement shall terminate on September 30, 2016, unless:

- i. before a termination date established under this section, an earlier termination date is provided by Mobility Authority in a written notice from the Authority to Contractor that no additional HERO program funding is available under that certain “Non-Construction Advance Funding Agreement for a Surface Transportation Program: Metropolitan Mobility” between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012; provided, however, that a termination date established under this subsection (A)(ii) shall be no earlier than 30 days after the date of the written notice to Contractor.

Except as specifically provided in this Amendment, all other terms and conditions of the Contract, as amended, are acknowledged and reaffirmed by the parties hereto and remain in effect without change. If a provision of this Amendment conflicts with a provision of the Contract, the provision of this Amendment shall control.

This Amendment is executed by the parties effective as of February 29, 2016, for all purposes.

“Contractor”

“Mobility Authority”

W.P. Engineering Consultants, Inc.

Central Texas Regional Mobility Authority

By: _____
Wayne Freise, President

By: _____
Mike Heiligenstein, Executive Director

Date: _____

Date: _____

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

RESOLUTION NO. 16-008

**APPROVE SUPPLEMENT NO. 2 TO WORK AUTHORIZATION NO. 12 FOR HNTB
SERVICES RELATED TO THE HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL PROGRAM**

WHEREAS, the Mobility Authority approved an agreement with HNTB on July 7, 2012 for professional services and deliverables for various tasks related to the Highway Emergency Response Operator Patrol Program under the Texas Department of Transportation Surface Transportation Program Metropolitan Mobility (STP MM) funding.

WHEREAS, the Texas Department of Transportation has authorized extending the existing Advanced Funding Agreement and increasing the allocated funds to the program.


WHEREAS, Supplement No. 2 is to maximize the allocated project funds by increasing HNTB's Work Authorization by \$25,000 and extending the terms of the Contract to June 30, 2016, which is in accordance with HNTB's current expiration date of their Master Agreement.

WHEREAS, the Board has determined it is in the best interests of the Mobility Authority and the traveling public to continue and expand the HERO Program.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves Supplement No. 6 to Work Authorization No. 12 and authorizes the Executive Director to execute the agreement extending the terms of the Contract in the form or substantially the same form attached to this resolution as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

APPENDIX D

WORK AUTHORIZATION SUPPLEMENT

WORK AUTHORIZATION NO. 12

SUPPLEMENT NO. 2

This Supplement No. 2 to Work Authorization No. 12.0, dated August 1, 2012, is made as of this 24th day of February, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Mobility Authority") and HNTB Corporation ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

HERO Program Support and Oversight

The schedule for the HERO Program has been extended; therefore, additional funding and schedule is necessary for HNTB to continue to support the Program.

The following terms and conditions of Work Authorization No. 12.0 are hereby amended, as follows:

Section A. - Scope of Services

The following scope is added to Section A.1:

The GEC will support the Mobility Authority in its efforts during the procurement process of an incident management contractor and subsequent oversight of the program. If it becomes necessary to rework the existing procurement documents, additional fee may be required.

Section B. - Schedule

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

Services defined herein shall expire June 30, 2016 or when 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 Mobility Authority shall pay to the GEC an additional \$25,000 based on a Cost Plus fee listed in Attachment B – Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 12.0 from \$95,000 to \$120,000. Compensation shall be in accordance with the Agreement.

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

Attachment B: Fee Estimate (Supplemental Fee)

TASK DESCRIPTION	CLASSIFICATION						TOTAL HOURS BY TASK
	Group Director / Program Manager	Sr. Advisor / Project Director	Sr. Project Manager	Sr. Inspector	Public Involvement Rep.	Office Tech Specialist III	
HERO Program Oversight and LGPP Requirements							
a. Document Control							0
b. Prepare and Review Monthly LGPP Reimbursement Requests							16
c. Verify LGPP requirements are being met				16		16	48
d. Prepare and Review Monthly Progress Reports						16	16
e. Program Oversight & Support / Monthly / Quarterly Reports	4		4		8		16
f. Study / Report and Presentation		16					
h. Procurement Efforts			40				60
TOTAL HOURS	4	16	44	16	8	32	172
BASE RATE	\$ 106.00	\$ 72.00	\$ 69.88	\$ 45.73	\$ 29.58	\$ 41.94	
TOTAL LABOR	\$ 424	\$ 1,152	\$ 3,075	\$ 732	\$ 237	\$ 1,342	\$ 9,009
Overhead Rate 144.67%	\$ 613	\$ 1,667	\$ 4,448	\$ 1,059	\$ 342	\$ 1,942	\$ 13,034
Profit 12.00%	\$ 124	\$ 338	\$ 903	\$ 215	\$ 69	\$ 394	\$ 2,645
TOTAL	\$ 1,162	\$ 3,157	\$ 8,426	\$ 2,005	\$ 649	\$ 3,678	\$ 24,688

TOTALS	ITEM
Miscellaneous Expenses - (Estimated)	\$ 312
Labor Total	\$ 24,688
TOTAL WORK AUTHORIZATION AMOUNT	\$ 25,000

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

RESOLUTION NO. 16-009

**APPROVE A NEW INTEROPERABILITY AGREEMENT THAT ALLOWS
FOR OUT OF STATE PARTICIPATION AND ADJUSTS THE EXISTING
INTEROPERABILITY FEE STRUCTURE**

WHEREAS, by Resolution No. 07-39, approved July 25, 2007, the Board of Directors ("Board") authorized the Executive Director to execute an Interlocal Agreement (the "ILA") to insure continuing interoperability with toll systems operated by the Texas Department of Transportation, Harris County, and the North Texas Tollway Authority; and

WHEREAS, by Resolution 11-017, approved March 30, 2011, the Board approved an amendment to the ILA to reduce the base transaction fee established by Appendix A to the ILA to a fee of less than eight percent (8%) of the posted toll amount, and to execute any amendment to the ILA or other documents necessary to evidence agreement and adoption by the Board of a reduced transaction fee recommended by the Statewide Interoperability Committee; and

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority became a party to the ILA through the execution of a Counterpart Interlocal Agreement on or about October 29, 2013; and

WHEREAS, the Kansas Turnpike Authority and the Oklahoma Turnpike Authority operate toll projects in, respectively, the State of Kansas and the State of Oklahoma.

WHEREAS, the Mobility Authority staff has negotiated a proposed interoperability agreement with the Texas Department of Transportation, Harris County, North Texas Tollway Authority, and the Fort Bend Grand Parkway Toll Road Authority (collectively the "Original Parties") and the Kansas Turnpike Authority and the Oklahoma Turnpike Authority (the "Interoperability Agreement"); and

WHEREAS, the Interoperability Agreement changes the structure of how toll collection fees are calculated from a straight 8% of collected revenue to a fee of \$.05 per transaction plus 3% of collected revenue; includes an annual maintenance fee for system hardware and software which was previously part of a separate agreement; and sets forth the parties mutual agreements concerning the interoperability of their respective toll-collection transponders on each other's toll projects in Texas, Kansas, and Oklahoma with the ability to add other agencies in the future;

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves this new Interoperability Agreement and authorizes the Executive Director to finalize negotiations and execute the Interoperability Agreement in the form or substantially the same form attached to this resolution as Exhibit 1.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Willkerson
Chairman, Board of Directors

Exhibit 1

**AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

THIS AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this "Agreement") is entered into by the Original Parties (hereinafter defined), the Kansas Turnpike Authority ("KTA"), an instrumentality of the State of Kansas, and the Oklahoma Turnpike Authority ("OTA"), an instrumentality of the State of Oklahoma.

Recitals

- A. The North Texas Tollway Authority ("NTTA"), a regional tollway authority; the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas; Harris County ("Harris County"), a body corporate and politic under the laws of the State of Texas; the Central Texas Regional Mobility Authority ("CTRMA"), a regional mobility authority; and Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), a body corporate and politic under the laws of the State of Texas, which are collectively referred to in this Agreement as the "Original Parties," each operate toll projects in the State of Texas. TxDOT, NTTA, and Harris County entered into a Memorandum of Understanding (Interoperability) dated the 23rd of November, 2004 (the "Interoperability MOU"), setting out the Original Parties' agreements concerning the interoperability of the Original Parties' toll-collection transponders on each others' toll projects in the State of Texas.
- B. KTA and OTA operate toll projects in, respectively, the State of Kansas and the State of Oklahoma. The Original Parties and KTA and OTA desire to enter into this Agreement to set forth their mutual agreements concerning the interoperability of the their respective toll-collection transponders on each others' toll projects in Texas, Kansas, and Oklahoma through a direct connection to the Central US interoperability hub ("Central US IOP Hub").
- C. The Original Parties, KTA, and OTA anticipate that in the future additional governmental toll-project entities may desire to become parties to this Agreement and connect to the Central US IOP Hub, and this Agreement includes terms and procedures for adding additional entities to this Agreement.
- D. The Original Parties are entering into this Agreement pursuant to Section 228.003, Texas Transportation Code, and Chapter 791, Texas Government Code. KTA is created and authorized to enter into this Agreement pursuant to Kansas Statutes 68-2003, *et seq.* OTA is created and authorized to enter into this Agreement pursuant to 69 Oklahoma Statutes, §§1701 *et seq.*

Agreement

NOW, THEREFORE, in consideration of the mutual agreements and promises made by the Parties to each other, and to ensure the interoperability of toll collection systems on turnpikes, toll roads, managed lanes, toll bridges and other tolled facilities (and in connection with other transportation-related payment collection systems, if subsequently agreed by the Parties), the Parties hereby agree as follows:

I. PARTIES, PROVIDERS, AND SUBSCRIBERS:

A. Parties. The Original Parties, KTA, OTA, and such other governmental entities that are hereafter accepted and bound under the terms of this Agreement as further described below in Section VII – Additional Parties and in Attachment A, are each individually called a “Party,” and are collectively called the “Parties” under this Agreement. To qualify to be a Party, an entity must: (1) operate one or more toll roads, toll bridges, or other toll facilities, (2) connect directly (and not as a contractor of any other entity or through rights derived from another entity or through any other indirect connection) to the Central US IOP Hub, (3) be a governmental agency or entity, including a federal agency, an agency of a state, or a political subdivision, and (4) satisfy all criteria established by the Interoperability Committee (hereinafter defined) to ensure that such Party is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee. Each Party shall have a representative on the Interoperability Committee.

B. Provider. As used in this Agreement, the term “Provider” means a Party that maintains a minimum of 200,000 active customer transponder accounts for the electronic collection of tolls.

C. Subscriber. As used in this Agreement, the term “Subscriber” means a Party that does not maintain a minimum of 200,000 active customer transponder accounts.

II. INTEROPERABILITY:

A. Interoperability and Interoperable. For the purposes of this Agreement, “interoperability” and “interoperable” shall be defined, and be deemed achieved, as follows:

1. Transponders can be Read on all Facilities. The transponders utilized or to be utilized by any one Party can be read by, and are fully functional with, the transponder technologies utilized by all other Parties; and

2. All Facilities Can Read All Transponders. Conversely, the transponder technology utilized or to be utilized by any one Party can read and properly process the transponders utilized by all other Parties; and

3. Nondiscriminatory and Seamless to all Patrons on all Facilities. The patrons of any one Party can utilize their transponders on all other Parties’ facilities in a manner that is nondiscriminatory (that is, tolls and charges are identical to those assessed the transponder patrons of the owner/operator of the facility) and seamless (that is, subject to the terms of this Agreement, including the concluding sentence of Section II.B. and Section II.D below, the patron is able to use his/her transponder on the facilities of the Parties that did not issue the transponder to the patron without applying for and maintaining an account with the owner/operator of those facilities).

B. Advancement of Interoperability. In their (1) development and implementation of transponder technologies for their facilities, (2) promulgation of rules or standards, and (3) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined above) of their electronic toll collection systems. To that end, the Parties shall each issue only transponders that are interoperable (as defined above) with the transponder technologies utilized by all other Parties, and each Party will utilize a transponder technology on its facilities that ensures the interoperability (as defined above) of the transponders issued by all other Parties.

C. Continuing Cooperation and Dialogue. The Parties shall work collaboratively in the evaluation and implementation of new transponder technologies and in their migration from existing to new technologies so as to support and advance interoperability (as defined above).

D. No Limitations on Vendors, Technologies, Etc. Nothing contained in this Agreement shall obligate the Parties to utilize any particular vendor, technology, transponder or system, provided that the provisions hereof are satisfied.

E. Limited Exceptions. Notwithstanding the foregoing provisions in this Section II, the Parties' acknowledge and agree that neither KTA nor OTA is currently or will in the future be required to recognize American Trucking Associations (ATA) transponder protocols. In addition, the Parties agree to comply with the provisions regarding OTA's "System Match and System Reclassification Transactions" set out in Attachment E attached hereto and made a part of this Agreement for all purposes.

III. STATEMENT OF SERVICES TO BE PERFORMED:

The services to be performed include the formation and operation of an "Interoperability Committee," as well as collaboration and coordination of efforts to promote and achieve Interoperability (defined herein as set forth in the incorporated provisions of the Interoperability MOU, modified to include all Parties to this Agreement). The Parties recognize that although current interoperability practices are transponder based, future interoperability opportunities during the term of this Agreement may include non-transponder based options and the Parties agree to work together to incorporate one or more of these options at the appropriate time, understanding that all Parties will not necessarily implement such non-transponder based options simultaneously and that a Party may elect to not implement such non-transponder based options based upon technical or financial limitations.

IV. CONTRACT PAYMENT:

Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall impose an obligation on any Party that would be considered a debt (as that term is used in the applicable state Constitutions of the respective governmental Parties) or that exceeds that Party's authority to assume such obligation under applicable law or its current agreements with its bondholders.

V. TERM OF AGREEMENT:

This Agreement is effective and begins (A) with respect to the Original Parties, OTA, and KTA, when fully executed by such Parties, and the effective date of this Agreement for such purpose (the "Effective Date") shall be the last date entered in the signature blocks for those Parties, and (B) with respect to any other Additional Party, when fully executed by such Additional Party following the satisfaction of all prerequisites for becoming a Party, as set forth in Section VII. Any Party may withdraw from this Agreement as provided below. Upon withdrawal of a Party, this Agreement shall remain in effect as to the remaining parties (the "Remaining Parties"), and the Agreement shall be terminated only as to the Party that delivers a withdrawal notice as provided below. This Agreement shall terminate as to all Parties upon the expiration of a period of five (5) years from the date it becomes effective, provided that absent the written agreement to the contrary of a supermajority of the then-current Parties not less than one hundred twenty (120) days prior to the fifth (5th) anniversary of its effective date, this Agreement shall be automatically extended for an additional five-year term. The Agreement shall be automatically extended for a second additional five-year term utilizing the same process described in this paragraph utilizing the fifth (5th) anniversary of the effective date of the first additional five-year term.

Although a Party may at any time propose modifications to the Agreement and Business Rules, the Parties shall review the terms of the Agreement and Business Rules prior to the first and second additional five-year terms for consideration of changes based upon the then current interoperability landscape, tolling business practices, etc.

Any Party may withdraw from and terminate its participation in this Agreement at any time with or without cause effective one hundred and twenty (120) days after that Party provides written notice of its intent to terminate to all other Parties. Such termination shall not release either the terminating or Remaining Parties from any liability for events occurring or obligations arising prior to the date of the termination. Further, the terminating Party shall be liable to the Remaining Parties for any costs they reasonably incur directly as a result of the terminating Party's withdrawal (subject to the right of any other Party to waive or modify such liability to such Party in its sole and absolute discretion). Such costs could include: costs to remove the terminating Party's connectivity from the Central US IOP Hub and from each of the Remaining Parties' systems; costs of preparing and implementing new or modified signage and electronic and printed materials; and costs to notify customers that transactions on the terminating Party's roadways are no longer interoperable. Each of the Remaining Parties may negotiate directly with the terminating Party on the costs to be reimbursed by the terminating Party. The terminating Party is obligated to and is solely responsible for notifying its customers that they are no longer interoperable with the Remaining Parties.

A Party's rights under this Agreement may be terminated by the Interoperability Committee for cause due to such Party's being in default of its obligations under this Agreement (in which case such Party would also be responsible for the costs described in the preceding paragraph), after 60 days' notice and opportunity to cure such default. A default hereunder shall include, without limitation, a Party's material failure to abide by the this Agreement or the Interoperability Business Requirements, ICDs, interoperability standards, or other rules and standards established by the Interoperability Committee, or a Party's failure to pay, when and as due, costs and fees for which such Party is responsible.

VI. LEGAL AUTHORITY AND INCLUDED ATTACHMENT AND APPENDICES:

This Agreement is entered into by the Parties under the authority granted to them by their respective states, and each Party represents to the other Parties that it has all required legal authority and is authorized to enter into and perform its obligations under this Agreement.

The Board of Directors of NTTA, by resolution dated _____, has authorized NTTA to enter into this Agreement and perform its obligations hereunder **(Appendix C)**.

The Commissioners Court of Harris County, by order dated _____, has authorized Harris County to enter into this Agreement and perform its obligations hereunder **(Appendix D)**.

The Board of Directors of CTRMA, by resolution dated _____, has authorized CTRMA to enter into this Agreement and perform its obligations hereunder **(Appendix E)**.

The Commissioners Court of Fort Bend County, by order dated _____, has authorized GPTRA to enter into this Agreement and perform its obligations hereunder **(Appendix F)**.

The Board of Directors of KTA, by resolution dated _____, has authorized KTA to enter into this Agreement and perform its obligations hereunder **(Appendix G)**.

The Authority Members of OTA, by approval of agenda item number 152 dated December 1, 2015, has authorized OTA to enter into this Agreement and perform its obligations hereunder **(Appendix H)**.

The Texas Transportation Commission by resolution dated _____, has authorized TxDOT to enter into this Agreement and perform its obligations hereunder **(Appendix I)**.

This Agreement incorporates the provisions of its several attachments and appendices, including (A) **Attachment A**, which sets forth in greater detail the Parties' agreements hereunder, (B) **Appendix A**, which sets forth an initial schedule of Transaction Fees and other provisions regarding modifications thereof, and (C) **Appendix B** which sets forth the Interoperability Business Requirements (including Interface Control Documents attached thereto). All Attachments and Appendices to this Agreement are incorporated into and made a part of the Agreement for all purposes. Any capitalized term used in this Agreement or in **Attachment A** that is not expressly defined herein shall have the meaning given to that term under the Interoperability Business Requirements.

VII. ADDITIONAL PARTIES:

Additional toll entities may hereafter desire to enter into this Agreement and be bound by and enjoy the benefits set forth herein. If a supermajority of the Interoperability Committee (as defined in Section VIII) determines that a toll entity desiring to enter into this Agreement (A) satisfies all criteria established by the Interoperability Committee to ensure that the subject toll entity is capable of meeting the Interoperability Business Requirements and the requirements of the interface control documents promulgated by the Interoperability Committee, (B) meets the requirements to be a Party (either a Provider or Subscriber, as applicable), as set out in Section I, (C) has paid reasonable costs of testing, analysis, integration, and other costs as determined by the Interoperability Committee, and (D) satisfies any other criteria that the Interoperability Committee may establish from time to time in accordance with the terms of this Agreement, then, upon the toll entity's (x) delivery to the Interoperability Committee of evidence that all necessary action has been taken by the toll entity's governing body to authorize its entry into this Agreement, and (y) execution of this Agreement by such toll entity, the toll entity shall enter into this Agreement and become a Party hereto and will operate as a Provider or Subscriber, as applicable. No additional action by the governing body of any other Party shall be required in order for a toll entity to become an additional Party. In connection with this process, the Interoperability Committee and the additional Party shall utilize the forms set forth at **Appendix J** (form of Counterpart Agreement for Adding New Parties) and **Appendix K** (form of Certification of New Party).

VIII. INTEROPERABILITY COMMITTEE:

The "Interoperability Committee" is a body consisting of one representative from each of the Providers (the "Provider Representatives") and one representative from each of the Subscribers (the "Subscriber Representatives"). Parties which submit or are anticipated to submit less than 750,000 interoperable transactions a year directly to the Central US IOP Hub and representatives from other regional hubs are not eligible to be part of the Interoperability Committee. Transactions submitted through another interoperability hub do not count towards the 750,000 threshold. The Interoperability Committee shall formulate and serve as the custodian of all interoperability business rules, interoperability interface control documents, and interoperability standards applicable to interoperable toll entities and shall be solely responsible for evaluating any proposed amendment to such rules, documents and standards, including any proposed amendment requested by a toll entity desiring to be accepted as an additional Party to this Agreement. The Provider Representatives will have a vote on all matters that come before the committee,

including, but not limited to, the exclusive authority to vote on interoperability fee matters. The Subscriber Representatives will (A) be invited to all meetings, receive all meeting materials, and fully participate in all discussions and (Bi) have a vote on all matters that do not involve interoperability fees. The presiding officer for the Interoperability Committee will be its Chair, as selected by a majority of the Provider and the Subscriber Representatives voting as a single body. No Provider or Subscriber Representative may serve as Chair for more than two (2) consecutive years. The Interoperability Committee shall adopt procedures or other operational documents to further set forth its meeting requirements (e.g., method and timing of notice, determination of a quorum) and method of governance (e.g., additional officers, functions and terms of officers, etc.). The Interoperability Committee shall, among other things, set the performance requirements for inclusion of new Providers and Subscribers; determine the maintenance fees, if any, that shall be paid by all Parties; determine if and how costs will be apportioned among the Parties for the procurement, maintenance, and upgrades to software and new equipment; and resolve any disagreements concerning the appropriate amount of costs to be paid by any withdrawing Party as described in Section V of this Agreement. In the event that a third party representing another regional interoperability hub is interested in connecting that hub to the Central US IOP Hub, the Interoperability Committee shall be responsible for negotiating terms and conditions to facilitate the exchange of transactions and customer validation lists between the hubs, including the most appropriate contract framework. Other responsibilities of this committee shall be determined by majority vote of the Provider and the Subscriber Representatives.

Except as otherwise specified in this Agreement, any action under this Agreement or under rules or procedures adopted by the Interoperability Committee that requires a “supermajority” vote to become effective shall require the 2/3 majority vote of the Provider Representatives and the Subscriber Representatives voting as a single body.

The Interoperability Committee, by majority vote shall determine what other actions (i.e., other than those specified in this Agreement), if any, require a supermajority vote.

The Interoperability Committee may from time to time appoint subcommittees to research, evaluate, make recommendations, and provide options regarding specific matters of concern to the committee.

IX. SOFTWARE MAINTENANCE SERVICES AND HUB UPGRADE:

NTTA (directly and/or through the use of one or more subcontractors) has provided and continues to provide services as set forth in **Attachment C** to this Agreement (“Software Maintenance Services”), Under this arrangement, to which each of the Parties agrees, each of the Parties as of January 1 of a given year shall pay an equal share of the estimated Base Maintenance Cost (defined below) for the period beginning on January 16 of such year and ending on January 15 of the following year.

In November of each year, the NTTA will provide a Base Maintenance Cost estimate of the anticipated maintenance costs for the following calendar year. In January of each year, the NTTA will invoice each of the Parties for the actual Base Maintenance Costs incurred by NTTA for the previous calendar year (with each of the Parties responsible for a percent of such amount determined by the formula $1 / X$, where X is the number of Parties), and if a Party’s prior payment of estimated Base Maintenance Costs is less than that Party’s share of actual Base Maintenance Costs for the preceding year, such Party shall pay such underpayment within thirty (30) days after its receipt of the NTTA’s invoice. If a Party’s prior payment of estimated Base Maintenance Costs is greater than that Party’s share of actual Base Maintenance Costs for the preceding year, the

amount of such overpayment will be credited against that Party's estimated payments of estimated Base Maintenance Costs until such credit is exhausted. Additional Parties which join mid-year will be invoiced according to section 5 of Attachment A. NTTA may cease to provide the services described in **Attachment C** to this Agreement, with or without cause, upon one hundred and twenty (120) days written notice to the other Parties.

In addition to the foregoing, TxDOT, Harris County, CTRMA, GPTRA, KTA, and OTA agree to the following regarding costs incurred by NTTA for services it obtains on behalf of such Parties in connection with work required to upgrade the existing hub currently utilized by the Original Parties for use as the Central US IOP Hub. NTTA shall provide the foregoing Parties with an estimate of the costs for such services. When the Central US IOP Hub becomes operational, NTTA will invoice the Parties for costs incurred by NTTA to upgrade the Central US IOP Hub, and the foregoing Parties each will remit promptly to NTTA its share of such estimated costs, which will be borne equally by such Parties. If the actual costs for such work exceed the original estimate, NTTA will solely be responsible for payment of such excess costs.

X. HARDWARE AND DATABASE MAINTENANCE SERVICES:

Harris County (directly and/or through the use of one or more subcontractors) has provided and continues to provide services as set forth in **Attachment D** to this Agreement ("Hardware and Database Maintenance Services"). Under this arrangement, to which each of the Parties agrees, each of the Parties as of January 1 of a given year shall pay an equal share of the Base Maintenance Cost (defined below) for the period beginning on January 16 of such year and ending on January 15 of the following year.

For the one year period beginning January 1, 2016, the Base Maintenance Cost will be \$85,000 (with each of the Parties responsible for a percent of such amount determined by the formula $1 / X$, where X is the number of Parties). For each succeeding one year period, the Base Maintenance Cost shall be 104% of the amount of the Maintenance Fee for the preceding period, if no revised amount has otherwise been agreed by a majority of the Parties in writing prior to the beginning of such succeeding period. Notwithstanding the foregoing, Harris County shall apply any unused funds from a given one year period to offset maintenance costs for the succeeding one year period, and the proposed Base Maintenance Cost for the succeeding period shall be reduced accordingly. If the available funds from current and any rolled-over past payments of Base Maintenance Costs is insufficient to meet Harris County's actual costs in a given period, Harris County may request a true-up payment as a condition of continuing to provide services as described in **Attachment D** this Agreement. Moreover, Harris County may cease to provide the services described in **Attachment D** to this Agreement, with or without cause, upon one hundred and twenty (120) days written notice to the other Parties.

XI. INTERIM PERIOD PRIOR TO CENTRAL US IOP HUB GO-LIVE DATE:

Prior to transitioning from the existing Texas IOP Hub for the Texas toll entities and from the peer to peer IOP arrangement between OTA and NTTA to the new Central US IOP Hub, the current business rules, IOP practices and associated fees will remain in effect.

Both NTTA and HCTRA will begin charging for Software Maintenance Services and Hardware and Database Maintenance Services, respectively, for calendar year 2016 as described herein for the current interoperability hub supporting the Texas toll agency Parties. Neither OTA nor KTA will be charged for either Software Maintenance or Hardware and Database Maintenance Services until the Central US IOP Hub becomes operational.

XII. PRIOR AGREEMENTS SUPERSEDED AND EXTINGUISHED

This Agreement supersedes and replaces in its entirety the following agreements, which NTTA, TxDOT, Harris County, CTRMA, and GPTRA agree are extinguished as of the Effective Date: (A) the Interoperability MOU; (B) the Interlocal Agreement for interoperability of toll collection systems between TxDOT, Harris County, NTTA, and CTRMA dated December 13, 2007 (the "2007 ILA"), and the (C) Counterpart thereof adding GPTRA executed by GPTRA on October 29, 2013 (the "2013 Counterpart to the 2007 ILA"), which agreements are terminated for all purposes, but without hereby impairing such provisions (if any) therein that expressly survive termination of such agreements.

XIII. Trademark License Agreement

The Trademark License Agreement that was executed in the form attached Exhibit B to the Interoperability MOU is hereby superseded and replaced by the Trademark License Agreement included in this Agreement as **Attachment B**. Each Party to this Agreement shall execute such Trademark License Agreement concurrently with such Party's entry into this Agreement.

FOR HARRIS COUNTY

By _____ Date _____
ED EMMETT
County Judge

APPROVED AS TO FORM:
VINCE RYAN, County Attorney

By: _____
NICK TURNER
Assistant County Attorney

FOR NORTH TEXAS TOLLWAY AUTHORITY

By _____ Date _____
Gerald Carrigan
Executive Director / CEO
North Texas Tollway Authority

ATTEST:

By _____
Lorelei Griffith, Secretary

FOR CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By _____ Date _____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

APPROVED AS TO FORM:
General Counsel to the CTRMA

By: _____

FOR FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

By _____ Date _____
Dr. James D. Condrey
Chairman, Board of Directors
Fort Bend Grand Parkway Toll Road Authority

APPROVED AS TO FORM:
General Counsel to the GPTRA

By: _____

FOR THE STATE OF TEXAS

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

By _____ Date _____
James M. Bass
Executive Director
Texas Department of Transportation

Approved:

By _____ Date _____
Greg Abbott
Governor of Texas

FOR KANSAS TURNPIKE AUTHORITY

By _____ Date _____
Steve Hewitt
Chief Executive Officer
Kansas Turnpike Authority

APPROVED AS TO FORM:
General Counsel to the KTA

By: _____

FOR OKLAHOMA TURNPIKE AUTHORITY

By _____ Date _____
Tim Stewart
Executive Director
Oklahoma Turnpike Authority

APPROVED AS TO FORM:
General Counsel to the OTA

By: _____

ATTACHMENT A

This Attachment A is an integral part of the Agreement Regarding Interoperability of Toll Systems and Transponders to which it is attached (the "Agreement") and has the same force and effect as if set forth in the main body of the Agreement. Any undefined capitalized term used in this Attachment A shall have the definition ascribed to such term in said Agreement.

The Parties are governmental entities authorized to design, construct and/or operate turnpikes and other toll facilities. The use of electronic toll collection on such facilities is essential to their efficient operation and to maximizing their mobility benefits. The Parties are committed to ensuring that the transponder technologies issued to customers and utilized by toll agencies to effectuate electronic toll collection on their respective facilities (and similar technologies that may be implemented in the future) are interoperable, with the exception that neither KTA or OTA currently or in the future recognize American Trucking Associations (ATA) transponder protocols, so as to further enhance the current and potential benefits of those technologies for the toll customers that utilize such Parties' toll facilities.

The foundation of an interoperability network includes a data-transfer and communications architecture (the "Architecture") that provides a high level of efficiency in light of the anticipated expansion of interoperable transportation payment services to toll entities. The Parties desire to utilize an Architecture that processes and distributes shared interoperable information between service provider entities.

Each Party to this Agreement enters into this Agreement for and in consideration of these premises.

ADDITIONAL AGREEMENTS

1. Installation, Integration and Operation. The Parties agree to install and integrate a system including a set of interoperable interfaces as part of their respective toll collection systems. The Parties further agree to operate the interoperable components of their toll collections systems in accordance with the Interoperability Business Requirements and the Interface Control Documents ("ICDs") agreed upon by the Parties in connection with the adoption of this Agreement, as they may be amended periodically in accordance with this Agreement.

2. Interoperability Business Requirements and ICDs. The Interoperability Business Requirements contain specific parameters that are derived from current business policies. Each Party agrees to review such policies periodically and for possible modifications as their business needs change. Proposed changes to the Interoperability Business Requirements or ICDs shall be submitted to the Interoperability Committee for consideration. Any future changes to the Interoperability Business Requirements or ICDs must be promulgated and approved by the Interoperability Committee and will be effective on or before one hundred eighty (180) days following the promulgation of the final approved version thereof by the Interoperability Committee; provided, however, that any two (2) or more of the Parties may, by mutual agreement, agree to implement such changes as between themselves at an earlier date at their own expense when such changes do not directly and adversely affect any other Party.

3. Physical network. The Parties agree to establish network connectivity with sufficient capacity to satisfy the requirements of the Interoperability Business Requirements. This network infrastructure may be modified; however, any network infrastructure modification affecting more

than one Party shall be made only if specified by the Interoperability Committee or agreed to by all affected Parties.

4. Termination and Reinstatement.

- A. **Termination.** A Party's rights under this Agreement will terminate (and, without limiting any other applicable remedies, the terminated Party shall be responsible for the same costs as apply to a withdrawing Party under Section V of the Agreement):
- (1) Upon the majority vote of the Interoperability Committee present at a regular or special meeting of the Interoperability Committee to terminate such Party's rights due to default in payment for Hardware and/or Software Maintenance Services or for other services, which remains uncured for a period in excess of 90 days; or
 - (2) As set forth in Section V of the Agreement.
- B. **Reinstatement.** On written request by a former Party filed with the Secretary and upon majority approval of the Interoperability Committee, a former Party may be reinstated on such terms as the Interoperability Committee deems appropriate.
- C. **Transfer of Interests.** A Party's rights, obligations, or interests under this Agreement are not transferable or assignable except upon approval by the Interoperability Committee.

5. Payment of Hardware and Software Maintenance Services. Unless otherwise provided herein, service fees for the maintenance of the hardware and software for Parties shall be due and payable within 90 days after the January invoice date of each calendar year. Services fees with respect to an entity that becomes a Party during any calendar year shall be prorated for such calendar year.

6. Payment for Other Services. From time to time, a Party may incur costs to provide services for the benefit of the other Parties. Prior to providing such services, the Interoperability Committee shall define the necessary services and determine the allocation of costs between the Parties. Parties shall pay their respective costs within 90 days of invoice.

7. Meetings of the Interoperability Committee.

- A. All meetings will be open to the public, regardless of representation on the Interoperability Committee.
- B. **Annual Meeting.** An annual meeting of the Interoperability Committee shall be held on a date and at a place as shall be determined by the Interoperability Committee for the purpose of transacting such business as may be brought before the meeting. The annual meeting shall provide an opportunity to formally review the services and operations and issues arising during the previous year, discuss potential changes necessary to improve the services anticipated hereunder, and beginning with the annual meeting for 2018 and at every annual meeting thereafter occurring in an even-numbered year, review the Interoperability Transaction Fee.
- C. **Regular Meeting.** The Interoperability Committee shall conduct quarterly meetings on a date and time and at a place determined by the Interoperability Committee, with the intent being to rotate meetings between locations of Interoperability Committee Members (defined below).

As needed, regular meetings can be conducted via conference call for Members not able to attend in person. The annual meeting can be in lieu of one of the regular meetings.

- D. **Special Meetings.** Special meetings of the Interoperability Committee may be called at any time by the Chair. It shall also be the duty of the Chair to call such a meeting whenever requested by a majority of all Provider Representatives and Subscriber Representatives (each, a “Member,” and collectively, “Members”).
- E. **Notice of Meetings.** Written notice stating the place, day, and hour of any meeting of the Interoperability Committee shall be delivered electronically or by mail to each Member, not less than seven days before the date of such meeting. In the case of a special meeting, the purpose or purposes for which such meeting is called shall be stated in the notice. Unless mailed notices are expressly requested in writing by a Member, all notices delivered pursuant to these Recitals shall be sent electronically and shall be deemed delivered when sent to the Member at the e-mail address on file. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address on file, with postage thereon prepaid. Notices shall contain proposed agenda items and specifically identify items being brought forward for vote by the Interoperability Committee.
- F. **Member Quorum and Voting.** A majority of Members of the Interoperability Committee shall constitute a quorum at a meeting of the Interoperability Committee; provided, however, with respect to a proposed action for which only Provider Representatives are authorized to vote, a majority of the Provider Representatives shall constitute a quorum. Every Member of the Interoperability Committee that is qualified to vote on the matter at hand shall have the right to vote in person or by proxy. If a quorum is present, either in person or by proxy, the affirmative vote of the majority of the Members entitled to vote on the action in question shall be the act of the Interoperability Committee unless the vote of a greater number is required. If less than a quorum is present at any meeting, the Interoperability Committee Members present may adjourn the meeting to a future time; provided, however, that no annual meeting shall be held more than thirteen months after the date of the annual Interoperability Committee meeting for the previous year.
- G. **Actions Requiring Approval by a Supermajority or Unanimity.**
- (1) **Supermajority.** The following actions shall require approval by a supermajority of the Interoperability Committee: (a) the proposed addition of a new Party, (b) a proposal to require connectivity to interoperability hubs other than the Central US IOP Hub as a condition to becoming or remaining a Party, (c) removal of an officer as provided in Section 8.C., (d) rescinding a previously imposed requirement for approval by supermajority with respect to an action, and (d) establishing criteria for entry of an Additional Party other than those criteria set out in Section VII (A), (B), or (C) in the main body of the Agreement. The foregoing is not an exclusive list of the actions that a majority of the Interoperability Committee may determine shall require a supermajority vote for approval.
 - (2) **Unanimity.** Unanimous approval of the Interoperability Committee shall be required to approve changes or additions to the business rules, processes or interface control document that are likely to result in a material increase in cost or decrease in revenues to any Party or group of Parties shall require a unanimous vote of the Interoperability Committee. All other changes to the business rules, processes or interface control document shall require a supermajority vote of the Interoperability Committee.

- H. **Proxies.** At any meeting of the Interoperability Committee, an Interoperability Committee Member who is entitled to vote on the matter at hand may vote by proxy executed in writing by the Interoperability Committee Member or by his or her duly authorized attorney-in-fact. Each proxy shall be valid only for the specific meeting for which the proxy is given.
- I. **Presiding Officer.** The Chair of the Interoperability Committee, or in his or her absence the Vice Chair, shall preside at all meetings.

8. Officers.

- A. **Officers.** The officers of the Interoperability Committee shall be a Chair, Vice Chair, and Secretary. The office of Chair or Vice Chair must be a Provider Representative, with the other office being filled by a Subscriber Representative.
- B. **Election.** The officers shall be nominated and elected by majority vote at the Annual Meeting and serve a term of two years. The elected officers shall assume responsibility of their position at the close of the Annual Meeting in which they are elected.
- C. **Removal.** Any officer may be removed by the affirmative vote of a supermajority of the Members of the Interoperability Committee voting at a duly called meeting at which a quorum is present. If a Party withdraws from or is removed from the Agreement, the officer position shall become vacated until filled as described below in 'Vacancies'. If, during the term of being an officer, an individual is no longer employed by the Party they were when elected, the Party may nominate an individual to fill the vacancy with an employee of the Party prior to the next Regular or Annual meeting. The Interoperability Committee will consider and vote on the nomination at the next Regular or Annual meeting. If no replacement is named or the nominated individual is not elected, the Interoperability Committee may fill the vacancy as described below in 'Vacancies'.
- D. **Additional Officers.** The Interoperability Committee may elect from time to time such additional officers as in its opinion are desirable for the conduct of the business of the Interoperability Committee.
- E. **Vacancies.** If any office becomes vacant for any reason, the Interoperability Committee shall fill such vacancy in accordance with the procedures described above for the election of officers; such election may occur at any Regular or Special meeting called in accordance with this Agreement. Any officer so elected by the Interoperability Committee shall serve only until the unexpired term of his/her predecessor has expired, unless reelected by the Interoperability Committee.
- F. **Compensation.** Officers shall not receive any compensation for services rendered by them in the administration of the Interoperability Committee.
- G. **Chair.** The Chair shall preside at all meetings of the Interoperability Committee. The Chair shall see that all orders and resolutions of the Board of Directors are carried into effect. Only a Member selected from the Interoperability Committee is eligible to serve as Chair.
- H. **Vice Chair.** The Vice Chair shall perform general administrative functions under the direction of the Chair. In the case of the absence or disability of the Chair, the Vice Chair shall perform

the Chair's duties. Only a Member selected from the Interoperability Committee is eligible to serve as Vice Chair.

- I. **Secretary.** The Secretary, in addition to the duties hereinafter set forth, shall perform general administrative functions under the direction of the Chair. The Secretary shall attend all meetings of the Interoperability Committee and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall: (i) give, or cause to be given, notice of all meetings of the Interoperability Committee, (ii) have charge of all Interoperability Committee books, records and papers, (iii) keep minutes of the proceedings of the Interoperability Committee and committees, and (iv) perform all such other duties as are incident to this office, as may be prescribed by the Chair, under whose supervision he/she shall act. The Secretary may be an individual who regularly attends meetings of the Interoperability Committee and is an employee of either a Provider or Subscriber, but does not have to be a Member of the Interoperability Committee.

9. Amendment. Sections 5, 6, 7, and 8 of this Attachment A may be altered, amended, or repealed by a majority vote of the Interoperability Committee present by proxy or in person at any regular or special meeting of the Interoperability Committee at which a quorum is present; provided, however, that written notice of the intent to alter, repeal, and adopt such a section at such meeting shall be delivered electronically or by mail to all Interoperability Committee Members at least seven days prior to such meeting. Notwithstanding the foregoing sentence, only a supermajority of Interoperability Committee Members may alter, amend, or repeal any provision in this Agreement that requires approval by a Supermajority vote, and only a unanimous vote of Interoperability Committee Members may alter, amend, or repeal any provision in this Agreement that requires unanimous approval.

10. Notices to TxDOT. All written notices, demands, and other papers or documents to be delivered to TxDOT under this Agreement shall be delivered as follows, or to such other place or places as TxDOT may designate by written notice delivered to the other Parties:

**Texas Department of Transportation
TxTag Customer Service Center
12719 Burnet Road
Austin, Texas 78727
Attention: Director Toll Operations Division, Richard Nelson**

11. Notices to NTTA. All written notices, demands, and other papers or documents to be delivered to NTTA under this Agreement shall be delivered as follows, or at such other place or places as NTTA may designate by written notice delivered to the other Parties:

if by courier, hand delivery, or overnight service, to:

**North Texas Tollway Authority
5900 West Plano Parkway
Plano, Texas 75093
Attention: Assistant Executive Director of Operations**

if by any other service, to:

**North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attention: Assistant Executive Director of Operations**

12. Notices to Harris County. All written notices, demands, and other papers or documents to be delivered to Harris County under this Agreement shall be delivered to:

**The Harris County Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: Clerk of Commissioners Court**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties. For purposes of notice under this Agreement, a copy of any notice or communication to Harris County hereunder shall also be forwarded to the following address:

**Harris County Toll Road Authority
7701 Wilshire Place Drive
Houston, Texas 77040-5326
Attention: Executive Director**

13. Notices to CTRMA. All written notices, demands, and other papers or documents to be delivered to CTRMA under this Agreement shall be delivered to:

**Central Texas Regional Mobility Authority
3300 N IH-35, Suite 300
Austin, Texas 78705
Attention: Director of Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

14. Notices to GPTRA. All written notices, demands, and other papers or documents to be delivered to GPTRA under this Agreement shall be delivered to:

**Fort Bend Grand Parkway Toll Road Authority
c/o The Muller Law Group
Attention: Rich Muller
16555 Southwest Freeway, Suite 200
Sugar Land, TX 77479**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

15. Notices to KTA. All written notices, demands, and other papers or documents to be delivered to KTA under this Agreement shall be delivered to:

**Kansas Turnpike Authority
9401 E Kellogg
Wichita, KS 67207
Attention: Director of Innovation and Partnerships**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

16. Notices to OTA. All written notices, demands, and other papers or documents to be delivered to OTA under this Agreement shall be delivered to:

**Oklahoma Turnpike Authority
PO Box 11357
Oklahoma City, OK 73136
Attention: Assistant Executive Director of Toll and Pikepass Operations**

or at such other place or places as it may from time to time designate by written notice delivered to the other Parties.

17. Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (A) the relationship of principal and agent, partnership or joint venture between the Parties or (B) a joint enterprise between the Parties and/or any other party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the Parties hereto.

18. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Other than as provided in the preceding sentence, none of the Parties shall assign, sublet or transfer its respective interests in this Agreement without the prior written approval of the Interoperability Committee, unless otherwise provided by law.

19. Severability. If any provision of this Agreement, or the application, thereof to any entity 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 entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

20. Written Amendments. Any change in the agreements, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment executed by all Parties. Provided, however, that nothing in this paragraph shall impair or limit the effectiveness of (A) any changes to the Interoperability Business Requirements or ICDs promulgated by the Interoperability Committee in accordance with Paragraph 2 above or (B) any other change resulting from an action of the Interoperability Committee acting in accordance with this Agreement.

21. Limitations. All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of any Party shall have any personal obligations or liability hereunder.

22. Sole Benefit. This Agreement is entered into for the sole benefit of the Parties and their respective legal successors, and nothing in this Agreement or in any approval subsequently provided by a 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.

23. Authorization. Each Party to this Agreement represents to the others 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 its execution, delivery, or performance of this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

24. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the United States of America and the applicable conflicts of laws principles of the states whose agencies, political subdivisions, instrumentalities, or similar governmental entities are Parties to this Agreement.

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

26. Waiver. No delay or omission by a Party to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions, or agreements to be performed by the others or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

27. Entire Agreement / Prior Contracts Superseded. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement. This Agreement also supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter defined herein.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts, shall constitute one single agreement between the Parties.

29. Headings. The paragraph and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

30. Conflicts Between Agreements. If the terms of this Agreement conflict with the terms of any other agreement between all of these Parties, the most recent agreement shall prevail.

31. Gratuities.

- A. **Employees Not to Benefit.** Texas Transportation Commission policy mandates that TxDOT employees shall not accept any benefit, gift, or favor from any person doing business with or who reasonably speaking may do business with the State under this

Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the TxDOT Executive Director.

- B. **Liability.** Any person doing business with or who reasonably speaking may do business with the State under this Agreement may not make any offer of benefits, gifts, or favors to TxDOT employees, except as mentioned above. Failure on the part of any Party to adhere to this policy may result in the termination of this Agreement.

32. Conflict of Interest. A Party shall not assign an employee to a project related to this Agreement if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the State, or any other Party relating to this Agreement;
- B. has a direct or indirect financial interest in the outcome of work product resulting from this Agreement;
- C. has performed services within the last one (1) year (or shorter period if approved by the Interoperability Committee) regarding the subject matter of this Agreement for an entity that has a direct or indirect financial interest in the outcome of work product resulting from this Agreement or that has or may have a contract with any Party; or
- D. is a current part-time or full-time employee of any other Party.

33. Continuing Cooperation. In their (A) development and implementation of technologies for their facilities, (B) promulgation of rules or standards, and (C) contracting with other toll authorities or with vendors, the Parties agree to support and advance the interoperability (as defined in the Interoperability MOU) of their electronic toll collection systems and shall work collaboratively in determining the modifications that are necessary to support and advance interoperability as so defined.

34. No Election of Remedies. In the event of a default by one Party hereunder, each other Party shall have the right to pursue any and all remedies available to that other Party under applicable law.

35. State Auditor's Provision. Any Party may conduct an audit or investigation of another Party, after substantiating good cause for the same to the Interoperability Committee's reasonable satisfaction. Upon the Interoperability Committee's reasonable satisfaction and with reasonable advance notice, the Parties may audit each other's books and records that directly relate to the subject matter of this Agreement.

A Party that is the subject of an audit or investigation must provide the respective Party's auditor (or other independent auditor engaged by a Party and approved by the Interoperability Committee, subject to appropriate confidentiality restrictions) with access at reasonable times during regular business hours to any information such auditor considers relevant to the investigation or audit.

36. No Liability for Third-Party Vendor Defaults. One or more of the Parties may support the performance of the services and the achievement of the benefits described in this Agreement through that Party's or Parties' execution and administration of one or more contracts with third-party vendors and consultants. Notwithstanding anything to the contrary contained in this

Agreement or otherwise, any such Party or Parties shall have no liability or responsibility of any kind to the other Parties resulting from the failure to perform or other default of any third-party vendor or consultant under any such contract, and the other Parties do hereby release and discharge any such Party or Parties from any liability or responsibility therefor.

ATTACHMENT B
TRADEMARK LICENSE AGREEMENT

NTTA

NTTA®

NORTH TEXAS TOLLWAY AUTHORITY



HCTRA



CTRMA



CENTRAL TEXAS
Regional Mobility Authority

GPTRA



KTA



OTA



**OKLAHOMA
TURNPIKE
AUTHORITY**

PIKEPASSTM

TxDOT



CCRMA (through CTRMA)



Effective Mobility. . . . From Borders To Beaches

CRRMA (through CTRMA)



NETRMA (through CTRMA)



ATTACHMENT C

SOFTWARE MAINTENANCE SERVICES

This Attachment C (the "Attachment") is attached to and made a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between the North Texas Tollway Authority, the Texas Department of Transportation, Harris County, Texas, the Central Texas Regional Mobility Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, and the Oklahoma Turnpike Authority, as well as such other parties who may be accepted and bound under the terms of the Agreement as described in Section VII of the Agreement and in **Attachment A** to the Agreement. A capitalized term used, but not defined, in this Attachment shall have the meaning given to that term under the Agreement.

The NTTA will provide the following services for system maintenance of the Central US IOP Hub, on the understanding that HCTRA may provide database maintenance services listed below during all or a portion for the term of this Agreement, and, if so, such services will be included in HCTRA's' requests for reimbursement, not NTTA's:

1. Daily system and application checks, review of daily system monitoring emails, system log and status review, and database/application monitoring to verify the production application and database are operating as intended and/or identify potential issues for address.
2. On a quarterly basis, perform preventative, predictive and routine maintenance on both the database and application servers as required in conjunction with any quarterly application and database maintenance releases for bug fix and patches. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild, and optimization will also be performed quarterly.
3. As required, issue resolution that is escalated from Level 1 Support (as defined below). Technical troubleshooting and application code correction and updates to identify and remediate system issues are a component of Level 2 Support and Level 3 Support (as defined below). This includes developer and architect support as required to identify the issue and corrective actions required to resolve.
4. Pre-Production-, Test-, and Development-environment support will also be provided as required for developer testing and customer User Acceptance Testing ("UAT").

Performance and Support Levels

As used in the Agreement (including this Attachment), "commercially reasonable efforts" means good-faith efforts that are consistent with those generally accepted as standard and reasonable in the software maintenance industry for satisfaction of performance requirements substantially similar to those set forth in the Agreement.

NTTA will perform preventive, predictive, corrective, and emergency maintenance on the software and databases comprising the Central US IOP Hub. NTTA understands the mission critical nature of the Central US IOP Hub and will use commercially reasonable efforts to meet

or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the existing interoperability hub. The Parties acknowledge and agree that the hardware and network availability required for the operation and maintenance of the Central US IOP Hub are not the responsibility of NTTA and that the NTTA has no obligations with respect to such items. However, NTTA will cooperate with the other Parties and their respective vendors to troubleshoot and repair hardware and network issues promptly.

The performance and service levels specified below will be monitored and reviewed periodically by NTTA to make sure that they are reasonable and fair to all Parties and that they represent the levels that are suitable for proper expected operation of the Central US IOP Hub.

NTTA shall use commercially reasonable efforts to meet the following annual availability requirements for the following elements of the Central US IOP Hub system for unplanned and unapproved downtime:

- Central US IOP Hub Application and Database System: 99.0% Availability (87.6 hours max annual downtime)
- Central US IOP Hub File Transfer Protocol (FTP) or Equivalent Services: 99.0% Availability (87.6 hours max annual downtime)

NTTA shall also use commercially reasonable efforts to meet minimum application performance requirements for the following elements of the Central US IOP Hub system; however, it should be noted that there are currently no automated means available to measure current performance levels (system performance may also be affected by system hardware and network connectivity):

- Web Application Response - 10 seconds or less
 - NOTE: Application response is measured from the time that a user invokes action on a web page to the time when the page is fully loaded with the result and is ready for another action.
- Standard Directory Listing Command - 120 seconds or less
 - NOTE: Directory listings are generally invoked as part of the scripting process used to transfer files via FTP. These commands are generally a representation of the system hardware, file storage input/output (I/O), and/or network response and not of the database performance or software application.
- Report Execution Time:
 - Detail Data Reports shall return data for monthly period (approximately 30 days) within ten (10) minutes.
 - Summary Data Reports shall return data for monthly period (approximately 30 days) within two (2) minutes.

- NOTE: Report performance is heavily dependent on the number of rows being scanned and the number of rows being returned. The Parties acknowledge and agree that recent experience has shown that the report performance will degrade sharply once the capacities of the report server (CPU, Memory, or I/O) are reached, and that NTTA has no responsibility to ensure that adequate capacities are maintained.

Support Levels are defined as:

- Level 1 Support – Help Desk Support and Issue Triage
 - Central point of contact
 - Dedicated staff trained in problem resolution
 - Open / Close help desk tickets for reported issues
 - Answer & resolve basic system questions / issues
 - Problem screening – determine if reported issue is Central US IOP Hub issue
 - General application administration
 - User management
 - Roles management
 - Password management
 - Issue triage
 - Priority level assignment
 - Issue routing
 - Tracking system documentation
 - Track and report issue through resolution
- Level 2 Support- Application and Database Maintenance / Issue Analysis and Resolution
 - Daily application checks
 - Daily system log and status review and follow-up
 - Database monitoring and maintenance
 - Application monitoring and maintenance
 - Issue resolution escalated from Level 1 Support
 - Technical troubleshooting
- Level 3 Support- Application and Database Optimization | Escalated Issue Analysis and Resolution
 - Quarterly Application & Database maintenance releases (Bug Fix and Patches)
 - Perform preventative, predictive, routine and corrective maintenance
 - Data archive, backup, restore and purge
 - Quarterly Database reorganization, tuning, index rebuilds, log file purging
 - Quarterly Database optimization

- Production, Pre-Production, Test and Development environment support
- Developer and Architect support for escalated issues from Level 2 Support
- Application code correction and updates

Priority Levels

Priority levels are assigned to incoming reported issues. These assignments designate the criticality or severity of the issue which in turn dictates the response and repair times. The priority level assignments are detailed below:

- Priority 1 – Malfunction that results in the loss of revenue or data.
- Priority 2 – Malfunction that will degrade the system performance, but not the operational ability of the system.
- Priority 3 – A degradation of a component or system that could lead to a malfunction.
- Priority 4 – Informational requests only.

Response/Repair Levels

The following describes the expected response and repair times in terms of mean times calculated over a monthly period, i.e., mean-time-to-respond-and-repair (“MTTRR”). Response and repair times are calculated as follows: a) Response time = time from the recorded trouble-ticket notification time to the time an acknowledgement of the ticket is provided, and b) Repair time = time from the recorded response acknowledgement time to the recorded repair time. NTTA shall use commercially reasonable efforts to meet the following response and repair times:

Production System Response and Repair

- Priority 1
 - 7 days a week
 - 2 hour response following notification
 - 4 hour repair following response
- Priority 2
 - Monday - Friday | 8am - 5pm
 - 4 hour response
 - 8 hour repair
 - All Other Times
 - 4 hour response
 - Next business day repair
- Priority 3
 - Monday - Friday | 8am - 5pm
 - 4 hour response
 - Next business day repair
 - All Other Times
 - 4 hour response
 - Next business day repair

- Priority 4
 - Next business day response
- Non-Production Systems Response and Repair
 - Business days excluding holidays

NTTA Obligations

The Parties acknowledge and agree that the NTTA's obligations under this Attachment C are limited to its use of commercially reasonable efforts (as defined above) to achieve the availability and reliability metrics, availability requirements, and application performance requirements specified under "Performance and Support Levels" and the response and repair times specified under "Response/Repair Levels", and that the NTTA shall not be in default under this Agreement for its failure to achieve such metrics, requirements, or response and repair times, so long as the NTTA has made commercially reasonable efforts to do so. If the NTTA is determined to have persistently failed to have made such commercially reasonable efforts, any other Party's sole and exclusive remedy shall be the right to conduct a Special Meeting and ask the Interoperability Committee to determine if an alternative to NTTA for Software and Maintenance Services is warranted and in the best interest of the Parties.

Additional Support Requests:

As part of traditional software maintenance services, it is anticipated that additional support requests may be submitted to NTTA by one or more Parties. NTTA will work with each Party to scope the request and to obtain a quote to perform the request, with such quote to not exceed the amount that NTTA would pay for the same request. NTTA or its vendor shall not perform work until a written receipt from the requesting Party authorizing the work is received.

Additional support requests are expected to fall within the following categories:

1. Ad Hoc reporting
2. Data requests
3. Report verification and reconciliation – To facilitate business process checks, NTTA will conduct report verification and reconciliation as needed to verify a data request, reported system issue, advanced system/application question or transaction research.
4. Advanced system / application questions – More advanced questions pertaining to business/processing logic, code development, database and system.
5. Daily end-to-end business process checks – Comprehensive review of daily system reports to ensure efficient operation of the Central US IOP Hub and file transfer/processing. These checks will include review of daily status emails, file transfer and processing logs, execution of queries to confirm operations and response to operational issues identified.
6. Transaction research, investigation and reconciliation – Detailed transaction research, investigation and reconciliation. Based on the request or issue identified, this role will develop, coordinate and execute ad-hoc queries, reports and investigate other data as

provided for by the system to respond to an inquiry or investigate an identified issue resulting from the business process checks and daily review.

ATTACHMENT D

HARDWARE MAINTENANCE SERVICES

This Attachment D (the "Attachment") is attached to and made a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders entered into between the North Texas Tollway Authority, the Texas Department of Transportation, Harris County, Texas, the Central Texas Regional Mobility Authority, Fort Bend Grand Parkway Toll Road Authority, the Kansas Turnpike Authority, and the Oklahoma Turnpike Authority, as well as such other parties who may be accepted and bound under the terms of the Agreement as described in Section VII of the Agreement and in Attachment A to the Agreement. A capitalized term used, but not defined, in this Attachment shall have the meaning given to that term under the Agreement.

As used throughout this contract, "commercially reasonable efforts" means good faith efforts that are consistent with those generally accepted as standard and reasonable in the maintenance industry for satisfaction of performance requirements substantially similar to those set forth in this contract.

HCTRA will perform preventive, predictive, corrective, and emergency maintenance service on the hardware and databases comprising the Central US IOP Hub. HCTRA understands the mission critical nature of the Central US IOP Hub systems and will use commercially reasonable efforts to meet or exceed availability and reliability metrics that are consistent with the historical baselines that have been established since the implementation of the Central US IOP Hub in 2006. The parties acknowledge and agree that the software required for the operation and maintenance of the Central US IOP Hub are the responsibility of others, and that HCTRA has no obligations with respect to such items. However, HCTRA will cooperate with the other parties to this contract and their respective vendors to troubleshoot and repair issues promptly.

HCTRA will provide on a quarterly basis, preventative, predictive and routine maintenance on the database and operating system as required in conjunction with any quarterly OS and database maintenance releases for bug fixes and patches. Archive, backup, restore and purge procedures, in addition to database reorganization, tuning, index rebuild and optimization, are also performed on an as needed basis. HCTRA will maintain the Hardware and Peripherals, Network, Database, and maintain Security as follows:

1. Hardware and Peripherals

- a. Maintain System Services & Configurations
- b. Install and Update Drivers
- c. Apply OS Patches, Program Patches, Performance Improvements
- d. Perform Registry Optimization & Repair
- e. Perform System Log Verifications
- f. Perform Hardware and Disk Space Check
- g. Run Scandisk and Remedy Disk Errors

- h. Perform Disk Cleanup and Defragmentation
- i. Perform Temporary File Cleaning
- j. Perform Server Data Backup

2. Security

- a. Perform Critical Security Updates and Security Assessments
- b. Provide Protection Program Updates (Antivirus, Spyware)
- c. Perform Virus, Spyware, Trojan Removal and Repair
- d. Configure and Manage Firewall/Perimeter Devices
- e. Maintain VPN Infrastructure
- f. Provide IDS/IPS Infrastructure Management
- g. Setup Security Policy

3. Network

- a. Configure VLAN, LAN and Network
- b. Manage Routers, Switches and Hubs
- c. Manage Network Connectivity to Server and other Sharable Resources
- d. Check Hardware, Load, Paths and Apply Security Patches

4. Database

- a. Security Functions
 - 1) Ensure servers are current with Operating System, Oracle patches, and security updates.
 - 2) Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
 - 3) Analyze and evaluate the security procedures required for specific mission-critical business systems.
 - 4) Perform all database security checks and manage all database securities.
 - 5) Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for Central US IOP Hub.
 - 6) Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
- b. Configuration Management
 - 1) Create/restore an Oracle image of a server.

- 2) Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover Central US IOP Hub and Southern States IOP Hub from testing to production.
 - 3) Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it as needed.
 - 4) Review and approve/disapprove database designs for new systems.
- c. Disaster Recovery and Backup Functions
- 1) Configure a backup job to run on a specified schedule.
 - 2) Restore data files or tables from a previous backup session.
 - 3) Develop and maintain scripts and perform and monitor backups Central US IOP Hub.
 - 4) Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
 - 5) Prepare and implement disaster recovery plans for various Oracle based software systems.
- d. Database Support
- 1) Conduct health checks on the databases
 - 2) Assist Business Side System Administrators on database issues/errors and assist users and programmers with SQL queries.
 - 3) Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
 - 4) Create repeatable processes to upgrade, test, and maintain databases systems.
 - 5) Provide on-call support after hours and on weekends. Monitor database availability after database weekly backups.
 - 6) Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine tune the database for optimum response time.
 - 7) Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
 - 8) Implement Oracle Enterprise Manager (OEM) and monitor all database activity.
 - 9) Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.

Attachment E

OTA System Match and System Reclassification Transactions

This Attachment E is attached to and is a part of that certain Agreement Regarding Interoperability of Toll Systems and Transponders, entered into, initially, by the North Texas Tollway Authority ("NTTA"), the Texas Department of Transportation ("TxDOT"), Harris County ("Harris County"), the Central Texas Regional Mobility Authority ("CTRMA"), Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), the Oklahoma Turnpike Authority ("OTA"), and the Kansas Turnpike Authority ("KTA").

1. Background.

(a) System Matched Transactions. On certain Oklahoma turnpikes a vehicle transponder must be read by OTA's PIKEPASS system at both turnpike entry and exit points to calculate the toll charge based on actual travel by the vehicle. These turnpikes include the Turner, Will Rogers, Creek, Kilpatrick, and Cherokee Turnpikes. If a transponder is not read at both the point of entry and point of exit on these turnpikes, the PIKEPASS system will utilize the known read location(s) to calculate a toll charge, which may equal, but will not exceed, the maximum toll payable on that turnpike, based on the classification of the vehicle. These transactions are referred to as "System Matched Transactions." When submitting a System Matched Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Matched Transaction to the other Party.

(b) System Reclassification Transactions. Classification equipment at selected locations on OTA's Turnpikes can detect the number of axles on a vehicle. The number of axles is compared to the vehicle class shown on the Parties' tag validation list. If the number of axles detected by OTA differs from the vehicle class in the tag validation list, OTA will calculate the toll rate for the transaction based on the number of axles detected by OTA's classification equipment. These transactions are referred to as "System Reclassification Transactions." When submitting a System Reclassification Transaction generated by a transponder issued by a Party other than OTA, OTA agrees to identify the System Reclassification Transaction to the other Party.

2. Notification to Account Holders.

(a) KTA and NTTA. Provided OTA has provided KTA and NTTA, respectively, with proper and adequate notice of a System Match Transaction and/or System Reclassification Transactions, KTA and NTTA each agrees to identify such transaction on its customers' toll statements and inform those customers that they must review each such transaction and notify OTA of any toll charges inconsistent with the customer's actual travel within thirty (30) days of their toll statement date. NTTA and KTA may satisfy this obligation by referring customers to either an OTA website that contains all pertinent information about System Matched Transactions and System Reclassification Transactions or the PIKEPASS Customer Service Center (or both). OTA must give its prior written approval to the form of NTTA's and KTA's communications with respect to such transactions before such communication is utilized unless such form has previously been authorized by OTA in writing.

(b) All Other Parties. Each Party other than NTTA and KTA (and OTA) shall include a conspicuous notation on its customers' statements of toll charges that contain charges for OTA transactions, as follows:

Travel on the Oklahoma Turnpike System may include “System Match” and/or “System Reclassification” transactions, which may result in incorrect toll charges. For additional information on these types of transactions, including how to determine whether your statement includes such transactions, please visit <http://www.pikepass.com/systemmatch>.

(c) OTA’s Notification Obligations. OTA agrees to provide complete and correct information at all times to customers of other Parties that make inquiries regarding System Matched Transactions and/or System Reclassification Transactions using any of the methods specified above or any other method specified by OTA.

APPENDIX A

TRANSACTION FEES

- A. If a vehicle that is identified through a transponder registered with one Party (the “Home Authority”) incurs a toll on a toll project of another Party (the “Visited Authority”), the Visited Authority shall owe the Home Authority a transaction fee to compensate the Home Authority for processing the toll transaction.
- B. Base Transaction Fees – Base transaction fees shall be set as \$0.05 plus 3% of the posted toll amount with a minimum of \$.08 per transaction, but shall be evaluated and potentially adjusted as requested and approved by the Interoperability Committee as set forth in Section VIII of this Agreement.
- C. Non-Transponder Based Transaction Fees – The Interoperability Committee may establish a non-transponder based transaction fee which may consist of the Base Transaction Fee plus an additional amount as determined by the Interoperability Committee as set forth in Section VIII of this Agreement.
- D. Fee Implementation – With the following exception for transaction fee modifications which changes the structure of how the Transaction Fee is calculated, transaction fee adjustments by the Interoperability Committee shall be implemented by all Parties beginning with the next invoice period that begins following a 30 day period after the Interoperability Committee approves an adjusted fee. For those modifications which change the structure of how the transaction fee is calculated and when system modifications are needed, the implementation date for the fee implementation will be agreed to by the Parties.
- E. Notwithstanding the foregoing, any of the Parties may agree between themselves to use different fee structures for transactions in which such authorities are “home” or “visited” authorities with respect to one another. Provided, however, all such fee arrangements must adhere to the technical structure defined by the Business Rules and supported by the Central US IOP Hub. Alternate fee arrangements will not supersede the Interoperability Transaction Fee for the other Parties to this agreement.

APPENDIX B

INTEROPERABILITY BUSINESS REQUIREMENTS (INCLUDING INTERFACE CONTROL DOCUMENTS)

[



CUSIOP BRD
VERSION 1.6 FINL...



SSIOP ICD VERSION 1
16 FINAL RELEASED 2

APPENDIX C
RESOLUTION (NTTA)

APPENDIX D
RESOLUTION (HARRIS COUNTY – HCTRA)

APPENDIX E
RESOLUTION (CTRMA)

APPENDIX F
RESOLUTION (GPTRA)

APPENDIX G
RESOLUTION (KTA)

APPENDIX H
AGENDA ITEM (OTA)

Office of the Director

OKLAHOMA TURNPIKE AUTHORITY

AGENDA ITEM

SUBJECT: Interlocal Agreement (ILA) among the
North Texas Tollway Authority, Texas
Department of Transportation, Harris County,
Central Texas Regional Mobility Authority,
Fort Bend Grand Parkway Toll Road Authority,
and Kansas Turnpike Authority for
Electronic Toll Collection Interoperability

DATE: December 1, 2015

Submitted for consideration and approval of the Authority is an item to authorize the Director to negotiate and execute an Interlocal Agreement with North Texas Tollway Authority ("NTTA"), the Texas Department of Transportation ("TxDOT"), Harris County ("Harris County"), the Central Texas Regional Mobility Authority ("CTRMA"), Fort Bend Grand Parkway Toll Road Authority ("GPTRA"), and the Kansas Turnpike Authority ("KTA") for the purpose of interoperability between electronic toll collection systems.

AUTHORITY MEETING: December 1, 2015

ITEM NO. 152

The above Item is:

APPROVED
Tom Stewart

Comments:

Greg M. Bell
Secretary of Transportation Notification
per Executive Order 2015-46

APPENDIX I
RESOLUTION (TxDOT)

APPENDIX J

**FORM OF
COUNTERPART TO AGREEMENT REGARDING
INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS**

ADDING NEW PARTIES

THIS COUNTERPART TO AGREEMENT REGARDING INTEROPERABILITY OF TOLL SYSTEMS AND TRANSPONDERS (this “Counterpart”) is executed by _____ in accordance with Section VII of that certain Agreement Regarding Interoperability of Toll Systems and Transponders (Interoperability of Toll Collection Systems) (the “Agreement”) dated to be effective as of _____, 2015, initially executed by and among the Texas Department of Transportation (“TxDOT”), Harris County, the North Texas Tollway Authority (“NTTA”), Central Texas Regional Mobility Authority (“CTRMA”), Fort Bend Grand Parkway Toll Road Authority (“GPTRA”), Kansas Turnpike Authority (“KTA”), and the Oklahoma Turnpike Authority (“OTA”).

Any capitalized term used in this Counterpart that is not expressly defined herein will have the meaning given to that term under the Agreement.

WHEREAS, a copy of the Agreement is attached as Exhibit A to this Counterpart and is incorporated herein for all purposes; and

WHEREAS, Section VII (Additional Parties) of the Agreement establishes the procedure by which additional toll authorities could enjoy the benefits of having interoperable toll systems, as follows:

“VII. Additional Parties: [insert clause of final version of ILA]

and

WHEREAS, _____ operates one or more toll lanes (on one or more toll roads, toll bridges, or other toll facilities), directly and/or by contract, in _____, and does/does not (select one) maintain a minimum of 200,000 active customer tag accounts, and wishes to be bound by and enjoy the benefits of the Agreement; and

WHEREAS, as required by Section VII of the Agreement, _____ has submitted its electronic toll collection system and data-transfer and communications architecture for testing and analysis by the Interoperability Committee; and

WHEREAS, in the certification attached as Exhibit B to this Counterpart, the Interoperability Committee has certified that the _____ toll system is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee; and

WHEREAS, _____ has adopted a resolution or other authorization that authorizes _____ to enter into the Agreement and to be bound as an additional Party by executing this Counterpart, a copy of which is attached as Exhibit C to this Counterpart.

NOW, THEREFORE, _____ acknowledges and commits as follows:

1. By executing this Counterpart, _____ hereby becomes an Additional Party to the Agreement in the capacity of a Provider/Subscriber (select one) as defined in the Agreement and is bound by and will comply with all of the terms of the Agreement, including without limitation the Interoperability Business Requirements and ICDs as currently promulgated and as those requirements and documents may, from time to time, be modified or amended by the Interoperability Committee.

2. All written notices, demands, and other papers or documents to be delivered to _____ under the Agreement shall be delivered to the following address, or at such other place or places as _____ may designate by written notice delivered to the Original Parties and any additional Parties who subsequently join the Agreement under Section VII:

Attn: _____

IN WITNESS WHEREOF, the _____ has executed this Counterpart in multiple copies, each of equal dignity, on the date shown below.

By: _____ Date: _____

Name: _____

Title: _____

APPENDIX K

Certification of New Party

WHEREAS, the Texas Department of Transportation (“TxDOT”), Harris County, the North Texas Tollway Authority (“NTTA”), Central Texas Regional Mobility Authority (“CTRMA”), and Fort Bend Grand Parkway Toll Road Authority (“GPTRA”) (collectively, the “Original Parties”) and Kansas Turnpike Authority (“KTA”), an instrumentality of the State of Kansas, created and authorized under Kansas Statutes 68-2003 et seq., and the Oklahoma Turnpike Authority (“OTA”), an instrumentality of the State of Oklahoma, have duly approved an Agreement Regarding Interoperability of Toll Collection Systems (the “Agreement”) to provide for interoperability of toll collection systems through connection to the Central US IOP Hub (such term and any other capitalized term used, but not defined in, this Certification, having the meaning given to that term under the Agreement and any attachments thereto); and

WHEREAS, as required by and in accordance with Section VII (Additional Parties) of the Agreement, _____ has submitted its electronic tag toll collection system and data-transfer and communications architecture for testing, analysis, and integration by the Interoperability Committee; and

WHEREAS, in the written testing report and confirmation attached as Exhibit A to this Certification (the “Report”), the Interoperability Committee’s testing team confirms that the _____ toll system is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee; and

WHEREAS, a quorum of the Members of the Interoperability Committee convened at ___:___ (*time*), (*Date*), and, after due consideration and discussion concerning the Report, a majority of those Members has found and determined that the _____ satisfies all criteria established to ensure that _____ is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee, and that _____ has satisfied its payment obligations in connection with the testing, analysis, and integration referenced above.

NOW, THEREFORE, BE IT RESOLVED that the Interoperability Committee hereby certifies that the _____ has satisfied all criteria established to ensure that _____ is capable of meeting the Interoperability Business Requirements and the requirements of the ICDs promulgated by the Interoperability Committee.

By: _____ Date: _____
Title: Chair, Interoperability Committee

Name: _____

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

RESOLUTION NO. 16-010

**AWARD WORK AUTHORIZATION NO. 2 AND AMEND WORK AUTHORIZATION
NO. 1 TO EXTEND THE CURRENT PROJECT SCHEDULE FOR MATERIALS
ACCEPTANCE TESTING FOR THE 183 SOUTH PROJECT**

WHEREAS, by Resolution 15-058 dated September 30, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with McGray & McGray and an initial work authorization for services to be provided through June 30, 2016, for survey quality assurance services; and

WHEREAS, a proposed Supplement to Work Authorization No. 1 to extend the schedule on Work Authorization No. 1 from June 30, 2016 to December 31, 2020 is attached hereto as Exhibit 1; and

WHEREAS, a proposed Work Authorization No. 2 in the amount of \$625,770 with a schedule through December 31, 2020 is attached as Exhibit 2; and

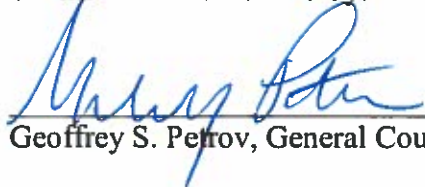
WHEREAS, the Executive Director recommends approval of both the proposed Supplemental Work Authorization No. 1 and new Work Authorization No. 2.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves both the proposed Supplement Work Authorization No. 1 and new Work Authorization No. 2 in substantially the form attached hereto as Exhibits 1 & 2.

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplement Work Authorization No. 1 and Work Authorization No. 2 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR SURVEY QUALITY ASSURANCE SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Survey Quality Assurance Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and McGray & McGray Land Surveyors, Inc. (the Surveyor).

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

PART I. Exhibit C, Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Supplemental Work Authorization.

PART IV. This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a Supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)
Mike Heiligenstein

(Printed Name)

Executive Director

(Title)

(Date)

(Date)

Exhibit C-1

Work Schedule

The Surveyor will perform Survey Quality Assurance Services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....January 05, 2016

Contract Expiration..... December 31, 2020

Exhibit 2

ATTACHMENT B

**WORK AUTHORIZATION NO. 2
CONTRACT FOR SURVEY QUALITY ASSURANCE SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Survey Quality Assurance Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and McGray & McGray Land Surveyors, Inc. (the Surveyor).

PART I. The Surveyor will perform Survey Quality Assurance services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$625,770.00 and the method of payment is fixed hourly rate which includes overhead and profit. This amount is based upon the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked as documented in Work Authorization No. 1.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a Supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

LIST OF EXHIBITS TO WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Surveyor
C	Work Schedule
D	Fee Schedule/Budget

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

1. Authorize the Surveyor in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Surveyor.
3. Provide timely review and decisions in response to the Surveyor's request for information and/or required submittals and deliverables, in order for the Surveyor to maintain the agreed-upon work schedule.
4. Maintain the Project's Website.
5. Provide the Surveyor with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE SURVEYOR

Consulting and professional services to be provided by the Surveyor include, but are not limited to, providing survey support and survey quality assurance services associated with this Project and the efforts of the Design-Build Team (the “D-B Contractor”).

The Surveyor will work at the direction and supervision of the Mobility Authority and its General Engineering Consultant (GEC) to provide the Services. The Mobility Authority expects the Surveyor to work cooperatively and collaboratively in assisting the GEC throughout all aspects and phases of construction operations and in its dealings with the D-B Contractor, suppliers, subcontractors, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Surveyor staff will report to the GEC’s Resident Engineer (references herein to the “GEC” shall include the GEC’s Resident Engineer), and his staff, and provide survey information as requested from the GEC, oversee and check survey-associated efforts of the D-B Contractor, and provide documentation for all survey efforts completed for this Project. The checks performed by the Surveyor do not signify acceptance and are not a hold-point for the D-B Contractor. Therefore, it is of the utmost importance that the Surveyor be aware of the D-B Contractor’s production schedule, perform all checks in a timely manner, and provide reports and information to the GEC in a timely fashion.

The Surveyor shall not control or direct the construction under the construction contract. Survey checks performed by the Surveyor will not relieve the D-B 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. The D-B Contractor will remain responsible for design related services.

Respondents should be aware that the time frames noted herein are tentative and subject to change. The Surveyor will remain committed to this Project until released by the Mobility Authority.

The Services to be provided by the Surveyor include, without limitation, the following key elements:

A. General Requirements

- 1) Provide all labor, equipment, tools and incidentals to perform the Services. This will require providing traffic control for surveying efforts as necessary.
- 2) Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements.
- 3) Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- 4) Services will include online entry of documents into the GECs document control system. The GEC will provide access to the project document control system. The Surveyor will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.

- 5) Assist in the resolution of construction issues and conflicts and provide timely data to the GEC and the D-B Contractor.
- 6) Perform the Services described in this agreement as needed before, during, and after the construction of improvements.

The Mobility Authority reserves the right to require replacement of any personnel assigned to the Project during this contract.

B. Survey Support

- 1) Perform initial and periodic verification of the D-B Contractor's surveyor by checking permanent and temporary benchmarks set by the D-B Contractor.
- 2) Develop off-site independent control throughout the project limits.
- 3) Attend coordination meetings as required.
- 4) Perform additional verification of the D-B Contractor's survey records and methods through semi-annual audits. Special emphasis shall be placed on whether the D-B Contractor is maintaining adequate records to produce accurate as-built drawings (i.e. bridge settlement reference elevations, utility profiles).
- 5) Check the horizontal location of 1 drilled shaft or more per bent/abutment for all bridge structures on the project.
- 6) Check the vertical location of 1 bearing seat or more per bent/abutment for all bridge structures on the project.
- 7) Check D-B Contractor's line and grade between VPT/VPCs and at the beginning and end of cross slope transitions as well as any points of 0% cross slope for all lanes and shoulders on the mainlanes and general purpose lanes.
- 8) Perform field survey, topo or drainage surveys as requested.
- 9) Perform LiDAR surveys of bridge decks, retaining walls or other areas as requested.
- 10) Perform miscellaneous spot checks as needed during the duration of the project.
- 11) Prepare survey and reports regarding bridge and wall settlement monitoring as requested.
- 12) Perform right-of-way verification as requested.
- 13) Perform additional survey support services as requested by the Mobility Authority or the GEC.
- 14) All deliverables will be in Microstation Format (latest TxDOT approved version) with Topographic information to be provided in 2D and 3D files. Digital Terrain Models will be in .tin format. Other point files will be required in ASCII or .dat file formats as requested by the GEC.

15) All deliverables must also conform to the coordinate system being used by the Project.

C. Deliverables

- 1) Initial Benchmark Verification Report
- 2) Complete establishment of Control Points throughout the Project Limits.
- 3) Audit Reports
- 4) Plan sheets for bridge drilled shaft and bearing seat checks
- 5) Develop other reports as required.
- 6) Spreadsheet for roadway grade checks

EXHIBIT C

WORK SCHEDULE

The Surveyor will perform Survey Quality Assurance Services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule.

Notice to Proceed..... Approximately March 01, 2016

Contract Expiration..... December 31, 2020

EXHIBIT D

FEE SCHEDULE/BUDGET

Exhibit D - Fee Schedule/Budget

Survey Quality Assurance

McGray & McGray Land Surveyors, Inc.

183 South Project (Bergstrom Expressway)

Work Authorization #2

Efforts from March 01, 2016 through December 31, 2020

	Principal	Project Manager	RPLS	Field Coordinator	GPS Processing	Sr. Survey Technician	Survey Technician	Survey Crew 2-Man	Survey Crew 3-Man	Admin	TOTAL
Hourly Labor Rate	\$190.00	\$165.00	\$145.00	\$98.00	\$108.00	\$96.00	\$88.00	\$150.00	\$186.00	\$63.00	HRS
1.1 Project Management and Administration	200	300	300							130	930
a Project Oversight and Coordination											
b Financial Management											
c Coordination Meetings											
1.2 Survey Support Services		300	350	400	400	300	300	650	640	130	3470
a Develop Independent Off-Site Project Control											
b Verification of Contract Survey Efforts											
c Check Horizontal and Vertical Alignments											
d Data Reduction											
e Addition Survey Efforts											

TOTAL LABOR (HOURS)	200	600	650	400	400	300	300	650	640	260	4400
% Total by Classification	4.55%	13.64%	14.77%	9.09%	9.09%	6.82%	6.82%	14.77%	14.55%	5.91%	

Overhead Rate 162.50%
 Profit Rate 12.00%

Total Labor (Profit and OH Included) \$ 38,000 \$ 99,000 \$ 94,250 \$ 39,200 \$ 43,200 \$ 28,800 \$ 26,400 \$ 97,500 \$ 119,040 \$ 16,380 \$ 601,770

Total Direct Expenses \$ 24,000.00

Total Fee (Labor and Direct Expenses) \$ 625,770

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

RESOLUTION NO. 16-011

**AMEND WORK AUTHORIZATION NO. 1 TO EXTEND THE CURRENT
PROJECT SCHEDULE AND AWARD WORK AUTHORIZATION NO. 2 FOR
MATERIALS ACCEPTANCE TESTING FOR THE 183 SOUTH PROJECT**

WHEREAS, by Resolution 15-060 dated September 30, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Reynolds, Smith & Hills, Inc. ("RS&H") and an initial work authorization for services to be provided through June 30, 2016, for survey quality assurance services; and

WHEREAS, a proposed Supplemental Work Authorization No. 1 to extend the schedule on Work Authorization No. 1 from June 30, 2016 to December 31, 2020 is attached hereto as Exhibit 1; and

WHEREAS, a proposed Work Authorization No. 2 in the amount of \$14,861,860.00 with a schedule through December 31, 2020 is attached as Exhibit 2; and


WHEREAS, the Executive Director recommends approval of both the proposed Work Authorization No. 2 and amend Work Authorization No. 1.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves both the proposed Supplemental Work Authorization No. 1 and proposed Work Authorization No. 2 in substantially the form attached hereto as Exhibits 1 & 2, respectively.

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplemental Work Authorization No. 1 and Work Authorization No. 2 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

Exhibit 2

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR CONSTRUCTION INSPECTION SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Inspection Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and RS&H, Inc. (The Engineer).

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

PART I. Exhibit C, Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Supplemental Work Authorization.

PART IV. This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a Supplemental Work Authorization as provided in Article 4 of the Contract

PART V. This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

*Construction Inspection Services
183 South Design-Build*

Exhibit C-1

Work Schedule

The Engineer will perform Construction Inspection Services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration..... December 31, 2020

ATTACHMENT B

**WORK AUTHORIZATION NO. 2
CONTRACT FOR CONSTRUCTION INSPECTION SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Inspection Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and RS&H, Inc. (the Engineer).

PART I. The Engineer will perform Construction Inspection services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$14,861,860.00 and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked as documented in Work Authorization No. 1.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work , unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

LIST OF EXHIBITS TO WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

1. Authorize the Engineer in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
3. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
4. Maintain the Project's Website.
5. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Consulting and professional services provided by the Engineer include, but are not limited to, providing and maintaining construction inspection staff at the field office supplied by the Design-Build team (the “D-B Contractor”), to oversee, review and document construction activities performed by the D-B Contractor. Scheduling of activities below will conform to established Mobility Authority, TxDOT and/or other required review and comment periods for each milestone of the Project.

The Engineer will work at the direction and supervision of the Mobility Authority and its General Engineering Consultant (GEC) to provide the Services. The Mobility Authority expects the Engineer to work cooperatively and collaboratively in assisting the GEC throughout all aspects and phases of construction operations and in its dealings with the D-B Contractor, suppliers, subcontractors, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Engineer staff will report to the GEC’s Resident Engineer (references herein to the “GEC” shall include the GEC’s Resident Engineer), and their staff, such as office engineer and record keeper, and keep the GEC informed of the D-B Contractor’s operations in the field, especially issues that would affect safety, quality, schedule, and potential construction disputes. The Engineer will also be responsible for coordinating with the Survey Support Consultant (SSC) as needed for the purposes of checking horizontal and vertical control points and lines and grades established by the D-B Contractor and for coordinating with the Materials Testing Consultant (MTC) on materials related items (i.e. scheduling materials tests, reporting and resolving materials issues, etc.).

The Engineer will not be responsible for providing inspections of tolling equipment (including ITS elements and lightning protection), utilities, HAZMAT mitigation or environmental/Storm Water Protection Pollution Prevention Plans (SWP3). These services will be provided by the GEC.

The Engineer will not control or direct the construction under the construction contract. Field inspections will not relieve the D-B 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. The D-B Contractor will remain responsible for design related services.

The Engineers should be aware that the time frames noted herein are tentative and subject to change. The Engineer will remain available as long as the services are required by the Mobility Authority, unless the agreement is terminated as described therein. The Services to be provided by the selected Engineer include, without limitation, the following key elements:

A. General Requirements

- 1) Provide all labor, equipment, tools and incidentals to perform the Services.

- 2) Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements.
- 3) Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- 4) Assist in the development of inspection forms and procedures within the project document control system. This would include efforts to develop the effective use of electronic inspection reporting from the field.
- 5) Participate in review of construction plans during their development in the design phase. This may include attendance of Technical Working Group meetings as required.
- 6) Services will include online entry of documents into the GECs document control system. The GEC will provide access to the project document control system. The Engineer will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
- 7) Assist in the resolution of construction issues and conflicts and provide timely data to the GEC and the D-B Contractor.
- 8) Perform the Services described in this agreement as needed before, during, and after the construction of improvements.

The Mobility Authority reserves the right to require replacement of any personnel assigned to the Project during this contract.

B. Construction Oversight Inspections

- 1) Perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), and maintenance of traffic to ensure that the D-B Contractor's work is conducted in accordance with the approved contract documents. All inspectors should have a current OSHA-10 Card (safety training). Current and valid certifications, as required, will need to be submitted to the GEC throughout the Contract duration for items a, b, c, and d, below. Although not a comprehensive list, at least one certified inspector will be required for each of the following construction components:
 - a. Traffic Control – A certified inspector is a person who has passed the Work Zone Traffic Control course offered by Texas A&M Engineering Extension Service (TEEX) and has a minimum of 5 years of experience in Traffic Control inspection.
 - b. Electrical – A certified inspector is a person who has passed the test from the TxDOT's course TRF450, "Roadway Illumination and Electrical Installations," and TRF453, "Electrical Requirements for Installation of Traffic Signals," and has a minimum of 5 years of experience in electrical inspection of roadway illumination and traffic signals. Equivalent courses are offered through University of Texas at Arlington. Submit a current and valid TRF certification for all electrical inspectors. Texas A&M

Engineering Extension Service (TEEX) certifications for “TxDOT Electrical Systems” course will not be accepted.

- c. Asphalt – A certified inspector is a person with a current Texas Asphalt Pavement Association (TxAPA) Hot-Mix Asphalt (HMA) Roadway Specialist – Level 1B certification and a minimum of 5 years of experience in asphalt inspection for roadways.
 - d. Concrete – A certified inspector is a person with a current American Concrete Institute (ACI) Concrete Field Testing Technician – Field Grade I certification and a minimum of 5 years of experience in inspection of structural concrete.
 - e. Railroad Work Zone Training – The Engineer will attend and become certified in Railroad Work Zone Training as provided by the Mobility Authority, or D-B Contractor.
- 2) Toll gantry column and truss inspections will be provided by the selected Engineer.
 - 3) Identify, document and make recommendations to the GEC regarding plan errors and omissions, substitutions, defects and deficiencies in the work of the contractor, subcontractors, vendors, etc.
 - 4) Provide sufficient staff and a staffing plan to maintain consistency throughout the Project to schedule and perform inspections of the D-B Contractor’s work. The Engineer shall be required to be on-site performing inspection duties at any time the work is being performed including nighttime hours and on weekends as required by the planned construction work. Inspections at locations other than the project site may be required. Staffing levels shall be optimized to eliminate and/or minimize overtime for both budget and safety reasons. If weather conditions, project delays, or work stoppages temporarily reduce the need for personnel, the Engineer will be responsible for managing their staffing levels and hours billed accordingly.
 - 5) Review and report daily documentation of construction quantities in support of D-B Contractor draw requests.
 - 6) Review and provide input on the D-B Contractor’s reported progress shown in the schedules, as needed.
 - 7) Contribute to a digital photograph log of the Project area during construction to document construction progress, with emphasis on areas with potential claim items/issues and on areas of real/potential public controversy. All photographs shall be digitally time and date stamped.

- 8) Prepare, follow-up on, and be involved in the resolution of Non-Compliance Reports (NCRs) for non-compliant work.
- 9) Work with the MTC to schedule material testing as needed for inspection of the construction work.
- 10) Coordinate as necessary with the Survey Verification Team in identification of survey needs and schedules.
- 11) Review material testing reports and assist in the resolution of any deficiencies reported.
- 12) Perform quality control checks on all documentation (i.e. drill shaft logs, daily work reports) prior to submitting them to the GEC for incorporation into the Project records.
- 13) The Engineer is solely responsible for the use of any sub-consultants. The use of sub-consultants must receive prior approval from the GEC.
- 14) Become familiar with and utilize the features of the designated Project document control system to standardize storage of Project documents.
- 15) Become familiar with and utilize the standard reporting forms used to document construction inspections.
- 16) Track, monitor, and report to the Mobility Authority on contracts and budgets for the Engineer and any sub-consultants.
- 17) Maintain and retain pertinent documentation on the Project and ensure that all documentation is provided to the GEC for incorporation into the Project records, which includes, but is not limited to, review and comment on the accuracy of as-built records produced by the D-B Contractor.
- 18) The scope and duration of the Project is based on the construction contract construction schedule, including any added days to the schedule by contract, as well as a close-out period. The Engineer shall be available as requested by the GEC during close-out and will be responsible to ensure that all documentation has been submitted and all outstanding project-related issues have been resolved.
- 19) The Engineer's inspectors (hereinafter referred to as Inspectors) will perform their work in a manner that minimizes disruption to the D-B Contractor's operations and schedule. The Inspectors will not hinder work that complies with the approved contract documents beyond that required for normal inspection and at pre-defined hold points (see below).

C. Inspection Levels

Inspections will be performed at three different levels:

- 1) Full Time Inspection (FTI) – continuous inspection during construction operation
- 2) Hold Point Inspection (HPI) – inspection at specific hold points in the work prior to the D-B Contractor continuing
- 3) Spot Inspection (SI) – Spot inspection during operation and inspection of end product

The Project's Quality Assurance Plan (QAP), attached as Exhibit D, lists the inspection level for different elements of the work. These may be modified to meet specific needs as discussed in the pre-activity meeting for that element of work. For items not listed in the Quality Assurance Plan, the GEC will develop inspection levels and hold points and present them to the D-B Contractor at the pre-activity meeting.

D. Inspection Checklists

Inspection checklists will be provided by the GEC as a tool for the Inspectors to verify that the Project is built in compliance with the approved construction documents. Inspection will not be limited to items on the checklist. Inspectors will document their inspections using the appropriate checklist. Inspectors are expected to notify the GEC of any issues or improvements that can be made to the checklists.

E. Meetings

- 1) Attend weekly progress meetings held by the GEC with the D-B Contractor.
- 2) Attend staff meetings for the construction oversight team held by the GEC.
- 3) Attend pre-activity meetings, safety meetings, and any other meetings requiring construction inspection expertise, as requested by the Mobility Authority or the GEC.

F. Traffic Control

- 1) Review, monitor and recommend modification to the D-B Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards through the use of approved inspection reports.
- 2) Provide an inspector that is certified to perform barricade inspections and submit proof of certification to the GEC for each inspector utilized on the Project for maintenance of traffic inspections. TxDOT required quarterly barrier inspections and recommended corrections will be coordinated with TxDOT, the GEC, and the D-B Contractor.
- 3) Document and issue deficiency reports to the D-B Contractor on any non-compliance of traffic control devices or layouts.
- 4) Verify lane closures and detours are in accordance with applicable standards.
- 5) Document track lane rental fees.

- 6) TxDOT Form 599 is required for the following:
 - a. Inspections of barricades at a minimum of three inspections per month (two daytime inspections and one nighttime inspection) from the time that project barricades are installed until they are removed from the Project. This is in addition to the quarterly barrier inspections required by TxDOT.
 - b. Documentation of deficiencies or actions needed. This will be submitted to the D-B Contractor for corrective actions. The inspector shall document when the deficiencies or actions are addressed and escalate as required. Once completed, submit to the GEC for review. No copies shall be maintained by the inspector, nor sent to any individual via email.
- 7) Verify the D-B Contractor makes repairs to critical items immediately and that other deficiencies or actions are being addressed within the timeframes specified by the contract and specifications. Advise the GEC on non-payment of applicable contract pay items, if needed.
- 8) Verify all traffic control items used by the D-B Contractor meet requirements of Texas Manual on Uniform Traffic Control Devices (TMUTCD, current version at the time of proposal or latest edition), traffic control plans, standards and specifications and State compliant list which include at a minimum:
 - a. Devices or signs installed shall be clean and free of damage, properly aligned and spaced, have proper reflectivity, and be properly mounted.
 - b. Pavement markings are performing properly.
 - c. Proper flagging procedures are followed
 - d. The overall set up is in compliance with TMUTCD and TxDOT requirements.

G. Drill Shafts (i.e. Bridges, Large Signs, Toll Gantries, Signals, High Mast Illumination)

The Inspector shall verify proper drill shaft or pile installations. Inspectors should have knowledge in geological materials to ensure proper founding is achieved, proper underwater and slurry displacement concrete placement procedures and proper use of steel casing for dewatering and stability applications are implemented. The Inspector shall complete a separate log for each drill shaft/pile.

H. Daily Work Reports (DWR)

Prepare a DWR for each day of work from the begin work date until final acceptance. All inspectors shall prepare their own DWR each day they are on the Project. Each DWR must have all applicable information included (i.e. the weather recorded for that day, including temperature high and low, weather conditions, all visitors to the Project, traffic conditions, lane closure hours, police officer names and hours worked, portable message sign hours, instruction given to the D-B Contractor, the D-B Contractor work hours, the D-B Contractor's equipment and utilization, safety concerns, and accidents. When recording information pertaining to accidents, record only factual information as observed. Also, include the subcontractors on the Project, the number of hours on the Project, a description of

the work they are performing, and items for payment. Work items inspected should be assigned to schedule activity IDs and change orders when applicable for purposes of documenting and tracking pay items.

I. D-B Contractor Quantities

Fill out a TxDOT Form 1257 for all applicable items as a means to pay for items of work inspected. Input the station number, supporting calculations, quantity being paid, any comments or remarks necessary, and any other information to properly distinguish the item being paid. Reference plan sheets as reference markers. Submit hard copies of measurements and attachments that support the calculations and quantities listed.

Quantities should be assigned to schedule activity IDs for purposes of documenting and tracking pay items. The Inspector shall be responsible for collecting material tickets for any material delivered during inspection.

Track and report on a monthly basis D-B Contractor's materials on hand.

J. Non-Conformance Reports (NCRs)

If the inspection identifies work that is in non-conformance, and that work can be corrected and completed in conformance with the approved construction documents, and the D-B Contractor corrects and completes the work in accordance with the approved construction documents, then no additional action is required.

If the work is not in conformance and is not easily correctable, then the Inspector will prepare a Non-Conformance Report (NCR) and provide it to the GEC for review. The GEC will determine whether an NCR will be officially submitted to the D-B Contractor. The NCR process will be as defined in other documents. The NCR should be resolved prior to the D-B Contractor proceeding with the work for which the NCR was issued. If the D-B Contractor chooses to continue, the work in question and subsequent affected work will be at the D-B Contractor's risk of rejection, removal or remediation. The Inspector will not issue a stop work notice.

If an NCR has been issued for work and the GEC determines that the work presents a safety, environmental, public perception or other vital problem, the GEC may issue a stop work notice until the issue is satisfactorily resolved.

K. Requests for Information (RFI)

Inspectors are responsible for verifying that the Project is implemented in accordance with the direction provided in RFIs. Inspectors will prepare RFIs as necessary during the Project and provide them to the GEC for review. The GEC will determine whether an RFI will be officially submitted to the D-B Contractor.

L. Shop Drawings and Submittals

Inspectors will be provided with access to the D-B Contractor's shop drawings and submittals. Inspectors will verify that the Project is constructed in compliance with these documents.

M. Punch List

- 1) Coordinate with the GEC, D-B Contractor and TxDOT in the generation of a final punch list.
- 2) Monitor the resolution of outstanding construction items.
- 3) Perform inspection to verify satisfactory completion of punch list items.

N. Deliverables

The following construction documentation will be maintained and kept up-to-date during the course of the construction contract for review by the GEC and will be submitted in a timely manner to the GEC after being checked by an appropriate member (senior inspector, project manager, etc.) of the selected Engineer staff.

- 1) Inspector Daily Work Reports
- 2) Inspector Checklists (includes any required calculations or worksheets)
- 3) Inspector Verified Quantities (TxDOT Form 1257)
- 4) Inspector Photographs and Videos.
- 5) Drill Shaft Logs
- 6) Barricade Inspection Reports
- 7) Provide materials tickets for all applicable items (i.e. Concrete, HMA, Flexbase, Prime, Fertilizer, Seed, etc.)
- 8) Punch list Documentation
- 9) Provide documentation for As-Built verification

EXHIBIT C

WORK SCHEDULE

The Engineer will perform Construction Inspection Services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule.

Notice to Proceed..... Approximately March 01, 2016

Contract Expiration..... December 31, 2020

EXHIBIT D

FEE SCHEDULE/BUDGET

RS&H, Inc.

Cost Proposal to Provide Construction Inspection Services
CTRMA - 183 South

Work Authorization No. 2

Labor Summary

RS&H	\$	7,247,731
K Friese	\$	2,108,942
PaveTex	\$	1,488,666
Gsylva	\$	1,347,521
BURY	\$	1,476,379
TOTAL	\$	13,669,240

Direct Expenses

RS&H	\$	622,210
K Friese	\$	202,000
PaveTex	\$	130,150
Gsylva	\$	121,500
BURY	\$	116,760
TOTAL	\$	1,192,620

Maximum Not to Exceed \$ 14,861,860

<u>Fee Breakdown</u>	<u>Labor</u>	<u>Expenses</u>	<u>Total</u>	<u>%</u>	<u>DBE</u>
RS&H	\$ 7,247,731	\$ 622,210	\$ 7,869,941	53%	
K Friese	\$ 2,108,942	\$ 202,000	\$ 2,310,942	16%	16%
PaveTex	\$ 1,488,666	\$ 130,150	\$ 1,618,816	11%	11%
Gsylva	\$ 1,347,521	\$ 121,500	\$ 1,469,021	10%	10%
BURY	\$ 1,476,379	\$ 116,760	\$ 1,593,139	11%	
			\$ 14,861,860	100%	36%

Exhibit D

Oversight Staff		2016												Reg Hours (165 Hrs/MO)	OT Hours (10%)	Total Hour s	Avg. Rate	OH	Profit	Multiplier	Burdened Hourly Rate	Total Labor	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec										
TASK 1 -Construction Inspection Services FIRM																							
Project Management																							
Project Officer	RSH							0.01	0.01	0.01	0.01	0.01	0.01	10		10	\$97.57	1.94	0.12	3.29	\$ 321.04	\$ 3,178.28	
Project Manager	RSH							0.25	0.25	0.25	0.25	0.25	0.25	248		248	\$79.47	1.94	0.12	3.29	\$ 261.49	\$ 64,718.96	
Record Keeper/ Auditor	RSH							0.25	0.25	0.25	0.25	0.25	0.25	248		248	\$39.92	1.94	0.12	3.29	\$ 131.36	\$ 32,512.56	
Administrative Assistant	RSH							0.25	0.25	0.25	0.25	0.25	0.25	248		248	\$17.55	1.94	0.12	3.29	\$ 57.75	\$ 14,293.45	
Field Inspection																							
Roadway																							
Roadway Lead	RSH							0.50	0.50	0.50	0.50	0.50	0.50	495	50	545	\$44.03	1.17	0.12	2.44	\$ 107.23	\$ 58,386.00	
Sr. Inspector	RSH							2.00	2.00	2.00	2.00	2.00	2.00	1980	198	2,178	\$38.63	1.17	0.12	2.44	\$ 94.06	\$ 204,863.15	
Inspector	RSH							1.00	2.00	2.00	2.00	2.00	2.00	1815	182	1,997	\$30.13	1.17	0.12	2.44	\$ 73.37	\$ 146,477.16	
Sr. Inspector	KFA													0	0	0	\$38.63	1.33	0.12	2.60	\$ 100.60	\$ -	
Inspector	KFA							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$30.13	1.33	0.12	2.60	\$ 78.47	\$ 85,448.94	
Sr. Inspector	PT							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$38.63	1.6	0.12	2.87	\$ 110.75	\$ 120,601.96	
Inspector	PT							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$30.13	1.56	0.12	2.87	\$ 86.38	\$ 94,069.53	
Sr. Inspector	GS													0	0	0	\$38.63	1.5	0.12	2.74	\$ 105.99	\$ -	
Inspector	GS							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$30.13	1.5	0.12	2.74	\$ 82.67	\$ 90,027.48	
Sr. Inspector	BUR												1.00	1.00	330	33	363	\$38.63	1.6	0.12	2.91	\$ 112.48	\$ 40,828.79
Inspector	BUR													0	0	0	\$30.13	1.6	0.12	2.91	\$ 87.73	\$ -	
Structural																							
Structures Lead	RSH							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$44.03	1.17	0.12	2.44	\$ 107.23	\$ 116,772.00	
Sr. Inspector	RSH							2.00	2.00	2.00	2.00	2.00	2.00	1980	198	2,178	\$38.63	1.17	0.12	2.44	\$ 94.06	\$ 204,863.15	
Inspector	RSH							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$30.13	1.17	0.12	2.44	\$ 73.37	\$ 79,896.63	
Sr. Inspector	KFA							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$38.63	1.33	0.12	2.60	\$ 100.60	\$ 109,549.92	
Inspector	KFA													0	0	0	\$30.13	1.33	0.12	2.60	\$ 78.47	\$ -	
Sr. Inspector	PT													0	0	0	\$38.63	1.56	0.12	2.87	\$ 110.75	\$ -	
Inspector	PT													0	0	0	\$30.13	1.56	0.12	2.87	\$ 86.38	\$ -	
Sr. Inspector	GS							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$38.63	1.45	0.12	2.74	\$ 105.99	\$ 115,419.84	
Inspector	GS													0	0	0	\$30.13	1.45	0.12	2.74	\$ 82.67	\$ -	
Sr. Inspector	BUR							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$38.63	1.60	0.12	2.91	\$ 112.48	\$ 122,486.36	
Inspector	BUR													0	0	0	\$30.13	1.60	0.12	2.91	\$ 87.73	\$ -	
Traffic Control and Misc.																							
Traffic Control Lead	RSH							1.00	1.00	1.00	1.00	1.00	1.00	990	99	1,089	\$44.03	1.17	0.12	2.44	\$ 107.23	\$ 116,772.00	
Tolls / Electrical Lead	KFA													0	0	0	\$38.63	1.17	0.12	2.44	\$ 94.06	\$ -	
FTE (Full Time Equivalent)		0	0	0	0	0	0	16	17	17	17	18	18								TOTAL Labor \$ 1,821,166.16		
Field FTE		0	0	0	0	0	0	16	17	17	17	18	18										

Exhibit D

Oversight Staff	2017												Reg Hours (165 Hrs/MO)	OT Hours (10%)	Total Hour s	Avg. Rate	OH	Profit	Multiplier	Burdened Hourly Rate	Total Labor								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																	
TASK 1 -Construction Inspection Services FIRM																													
Project Management																													
Project Officer	RSH	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	20		20	#####	1.94	0.12	3.29	\$ 330.67	\$ 6,547.26	
Project Manager	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	495		495	\$81.85	1.94	0.12	3.29	\$ 269.34	\$ 133,321.06	
Record Keeper/ Auditor	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	495		495	\$41.12	1.94	0.12	3.29	\$ 135.30	\$ 66,975.88	
Administrative Assistant	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	495		495	\$18.08	1.94	0.12	3.29	\$ 59.48	\$ 29,444.51	
Field Inspection																													
Roadway																													
Roadway Lead	RSH	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	990	99	1,089	\$45.35	1.17	0.12	2.44	\$ 110.45	\$ 120,275.16	
Sr. Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3960	396	4,356	\$39.78	1.17	0.12	2.44	\$ 96.88	\$ 422,018.10	
Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3960	396	4,356	\$31.03	1.17	0.12	2.44	\$ 75.57	\$ 329,174.12	
Sr. Inspector	KFA																			0	0	0	\$39.78	1.33	0.12	2.60	\$ 103.61	\$ -	
Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.03	1.33	0.12	2.60	\$ 80.82	\$ 176,024.81	
Sr. Inspector	PT	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$39.78	1.6	0.12	2.87	\$ 114.07	\$ 248,440.03	
Inspector	PT	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3465	347	3,812	\$31.03	1.56	0.12	2.87	\$ 88.97	\$ 339,120.65	
Sr. Inspector	GS																			0	0	0	\$39.78	1.5	0.12	2.74	\$ 109.17	\$ -	
Inspector	GS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.03	1.5	0.12	2.74	\$ 85.15	\$ 185,456.60	
Sr. Inspector	BUR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$39.78	1.6	0.12	2.91	\$ 115.85	\$ 252,321.91	
Inspector	BUR																			0	0	0	\$31.03	1.6	0.12	2.91	\$ 90.36	\$ -	
Structural																													
Structures Lead	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$45.35	1.17	0.12	2.44	\$ 110.45	\$ 240,550.32	
Sr. Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3960	396	4,356	\$39.78	1.17	0.12	2.44	\$ 96.88	\$ 422,018.10	
Inspector	RSH	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3135	314	3,449	\$31.03	1.17	0.12	2.44	\$ 75.57	\$ 260,596.18	
Sr. Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$39.78	1.33	0.12	2.60	\$ 103.61	\$ 225,672.83	
Inspector	KFA				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1485	149	1,634	\$31.03	1.33	0.12	2.60	\$ 80.82	\$ 132,018.61	
Sr. Inspector	PT																			0	0	0	\$39.78	1.56	0.12	2.87	\$ 114.07	\$ -	
Inspector	PT																			0	0	0	\$31.03	1.56	0.12	2.87	\$ 88.97	\$ -	
Sr. Inspector	GS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$39.78	1.45	0.12	2.74	\$ 109.17	\$ 237,764.88	
Inspector	GS																			0	0	0	\$31.03	1.45	0.12	2.74	\$ 85.15	\$ -	
Sr. Inspector	BUR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$39.78	1.60	0.12	2.91	\$ 115.85	\$ 252,321.91	
Inspector	BUR																			165	17	182	\$31.03	1.60	0.12	2.91	\$ 90.36	\$ 16,400.92	
Traffic Control and Misc.																													
Traffic Control Lead	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$45.35	1.17	0.12	2.44	\$ 110.45	\$ 240,550.32	
Tolls / Electrical Lead	KFA					1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1320	132	1,452	\$39.78	1.17	0.12	2.44	\$ 96.88	\$ 140,672.70	
FTE (Full Time Equivalent)		18	18	18	20	21	22	22	22	22	22	22	22	22	22	22	22	22	22										
Field FTE		18	18	18	20	21	22	22	22	22	22	22	22	22	22	22	22	22	22										
																		TOTAL Labor \$ 4,477,686.84											

Exhibit D

Oversight Staff		2018												Reg Hours (165 Hrs/MO)	OT Hours (10%)	Total Hour s	Avg. Rate	OH	Profit	Multiplier	Burdened Hourly Rate	Total Labor				
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec													
TASK 1 -Construction Inspection Services FIRM																										
Project Management																										
Project Officer	RSH	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	20		20	#####	1.94	0.12	3.29	\$ 340.59	\$ 6,743.67		
Project Manager	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	495		495	\$84.31	1.94	0.12	3.29	\$ 277.42	\$ 137,320.69		
Record Keeper/ Auditor	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	495		495	\$42.35	1.94	0.12	3.29	\$ 139.36	\$ 68,985.16		
Administrative Assistant	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	495		495	\$18.62	1.94	0.12	3.29	\$ 61.27	\$ 30,327.84		
Field Inspection																										
Roadway																										
Roadway Lead	RSH	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	990	99	1,089	\$46.71	1.17	0.12	2.44	\$ 113.76	\$ 123,883.41		
Sr. Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4620	462	5,082	\$40.98	1.17	0.12	2.44	\$ 99.79	\$ 507,125.08		
Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3960	396	4,356	\$31.96	1.17	0.12	2.44	\$ 77.84	\$ 339,049.34		
Sr. Inspector	KFA															0	0	0	\$40.98	1.33	0.12	2.60	\$ 106.72	\$ -		
Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.96	1.33	0.12	2.60	\$ 83.24	\$ 181,305.56		
Sr. Inspector	PT	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$40.98	1.6	0.12	2.87	\$ 117.49	\$ 255,893.24		
Inspector	PT	2.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00						2310	231	2,541	\$31.96	1.56	0.12	2.87	\$ 91.64	\$ 232,862.84		
Sr. Inspector	GS															0	0	0	\$40.98	1.5	0.12	2.74	\$ 112.44	\$ -		
Inspector	GS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.96	1.5	0.12	2.74	\$ 87.70	\$ 191,020.30		
Sr. Inspector	BUR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00							1320	132	1,452	\$40.98	1.6	0.12	2.91	\$ 119.33	\$ 173,261.04		
Inspector	BUR															0	0	0	\$31.96	1.6	0.12	2.91	\$ 93.07	\$ -		
Structural																										
Structures Lead	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$46.71	1.17	0.12	2.44	\$ 113.76	\$ 247,766.83		
Sr. Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	3960	396	4,356	\$40.98	1.17	0.12	2.44	\$ 99.79	\$ 434,678.64		
Inspector	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.96	1.17	0.12	2.44	\$ 77.84	\$ 169,524.67		
Sr. Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$40.98	1.33	0.12	2.60	\$ 106.72	\$ 232,443.02		
Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.96	1.33	0.12	2.60	\$ 83.24	\$ 181,305.56		
Sr. Inspector	PT															0	0	0	\$40.98	1.56	0.12	2.87	\$ 117.49	\$ -		
Inspector	PT															0	0	0	\$31.96	1.56	0.12	2.87	\$ 91.64	\$ -		
Sr. Inspector	GS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$40.98	1.45	0.12	2.74	\$ 112.44	\$ 244,897.82		
Inspector	GS															0	0	0	\$31.96	1.45	0.12	2.74	\$ 87.70	\$ -		
Sr. Inspector	BUR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$40.98	1.60	0.12	2.91	\$ 119.33	\$ 259,891.57		
Inspector	BUR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$31.96	1.60	0.12	2.91	\$ 93.07	\$ 202,715.42		
Traffic Control and Misc.																										
Traffic Control Lead	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$46.71	1.17	0.12	2.44	\$ 113.76	\$ 247,766.83		
Tolls / Electrical Lead	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1980	198	2,178	\$40.98	1.17	0.12	2.44	\$ 99.79	\$ 217,339.32		
FTE (Full Time Equivalent)		22	22	22	22	22	21	21	21	21	20	20	20													
Field FTE		22	22	22	22	22	21	21	21	21	20	20	20													
																		TOTAL Labor		\$ 4,686,107.85						

Exhibit D

Oversight Staff		2019												Reg Hours (165 Hrs/MO)	OT Hours (10%)	Total Hour s	Avg. Rate	OH	Profit	Multiplier	Burdened Hourly Rate	Total Labor
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec									
TASK 1 -Construction Inspection Services FIRM																						
Project Management																						
Project Officer	RSH	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01			17		17	#####	1.94	0.12	3.29	\$ 350.81	\$ 5,788.32
Project Manager	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25			413		413	\$86.84	1.94	0.12	3.29	\$ 285.74	\$ 117,866.93
Record Keeper/ Auditor	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25			413		413	\$43.62	1.94	0.12	3.29	\$ 143.54	\$ 59,212.26
Administrative Assistant	RSH	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25			413		413	\$19.18	1.94	0.12	3.29	\$ 63.11	\$ 26,031.40
Field Inspection																						
Roadway																						
Roadway Lead	RSH	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			825	83	908	\$48.12	1.17	0.12	2.44	\$ 117.17	\$ 106,333.26
Sr. Inspector	RSH	3.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00			2640	264	2,904	\$42.21	1.17	0.12	2.44	\$ 102.78	\$ 298,479.33
Inspector	RSH	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00				1980	198	2,178	\$32.92	1.17	0.12	2.44	\$ 80.17	\$ 174,610.41
Sr. Inspector	KFA													0	0	0	\$42.21	1.33	0.12	2.60	\$ 109.92	\$ -
Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1320	132	1,452	\$32.92	1.33	0.12	2.60	\$ 85.74	\$ 124,496.48
Sr. Inspector	PT	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				1485	149	1,634	\$42.21	1.6	0.12	2.87	\$ 121.01	\$ 197,677.52
Inspector	PT													0	0	0	\$32.92	1.56	0.12	2.87	\$ 94.39	\$ -
Sr. Inspector	GS													0	0	0	\$42.21	1.5	0.12	2.74	\$ 115.81	\$ -
Inspector	GS	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1155	116	1,271	\$32.92	1.5	0.12	2.74	\$ 90.34	\$ 114,771.36
Sr. Inspector	BUR													0	0	0	\$42.21	1.6	0.12	2.91	\$ 122.91	\$ -
Inspector	BUR													0	0	0	\$32.92	1.6	0.12	2.91	\$ 95.87	\$ -
Structural																						
Structures Lead	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			1650	165	1,815	\$48.12	1.17	0.12	2.44	\$ 117.17	\$ 212,666.53
Sr. Inspector	RSH	2.00	2.00	2.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00			2805	281	3,086	\$42.21	1.17	0.12	2.44	\$ 102.78	\$ 317,134.29
Inspector	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1320	132	1,452	\$32.92	1.17	0.12	2.44	\$ 80.17	\$ 116,406.94
Sr. Inspector	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1155	116	1,271	\$42.21	1.33	0.12	2.60	\$ 109.92	\$ 139,659.51
Inspector	KFA													0	0	0	\$32.92	1.33	0.12	2.60	\$ 85.74	\$ -
Sr. Inspector	PT													0	0	0	\$42.21	1.56	0.12	2.87	\$ 121.01	\$ -
Inspector	PT													0	0	0	\$32.92	1.56	0.12	2.87	\$ 94.39	\$ -
Sr. Inspector	GS	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1320	132	1,452	\$42.21	1.45	0.12	2.74	\$ 115.81	\$ 168,163.17
Inspector	GS													0	0	0	\$32.92	1.45	0.12	2.74	\$ 90.34	\$ -
Sr. Inspector	BUR	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1155	116	1,271	\$42.21	1.60	0.12	2.91	\$ 122.91	\$ 156,151.52
Inspector	BUR													0	0	0	\$31.96	1.60	0.12	2.91	\$ 93.07	\$ -
Traffic Control and Misc.																						
Traffic Control Lead	RSH	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				1485	149	1,634	\$46.71	1.17	0.12	2.44	\$ 113.76	\$ 185,825.12
Tolls / Electrical Lead	KFA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				1485	149	1,634	\$40.98	1.17	0.12	2.44	\$ 99.79	\$ 163,004.49
FTE (Full Time Equivalent)		18	17	17	16	16	15	15	11	8	4	0	0								TOTAL Labor \$ 2,684,278.85	
Field FTE		18	17	17	16	16	15	15	11	8	4	0	0									

DIRECT EXPENSES: Work Authorization 2

RS&H	Unit	No.	Unit Cost	Total
Inspector Vehicles	Per Month	372	\$1,400.00	\$ 520,800.00
Personal Protective Equipment (Fall Protection, Safety Gear)	Each	3	\$750.00	\$ 2,250.00
Cell Phone	Per Month	372	\$90.00	\$ 33,480.00
Tablet / Laptop Data Package	Per Month	372	\$90.00	\$ 33,480.00
SharePoint Server	Per Month	42	\$600.00	\$ 25,200.00
Inspection Tools (Wheels, Tapes, Levels, Transit, Supplies)	Job Total	1	\$7,000.00	\$ 7,000.00
Subtotal				\$ 622,210.00

K Friese	Unit	No.	Unit Cost	Total
Inspector Vehicles	Per Month	125	\$1,400.00	\$ 175,000.00
Personal Protective Equipment (Fall Protection, Safety Gear)	Each	2	\$750.00	\$ 1,500.00
Cell Phone	Per Month	125	\$90.00	\$ 11,250.00
Tablet / Laptop Data Package	Per Month	125	\$90.00	\$ 11,250.00
Inspection Tools (Wheels, Tapes, Levels, ,Supplies)	Job Total	1	\$3,000.00	\$ 3,000.00
Subtotal				\$ 202,000.00

PaveTex	Unit	No.	Unit Cost	Total
Inspector Vehicles	Per Month	80	\$1,400.00	\$ 112,000.00
Personal Protective Equipment (Fall Protection, Safety Gear)	Each	1	\$750.00	\$ 750.00
Cell Phone	Per Month	80	\$90.00	\$ 7,200.00
Tablet / Laptop Data Package	Per Month	80	\$90.00	\$ 7,200.00
Inspection Tools (Wheels, Tapes, Levels, Transit, Supplies)	Job Total	1	\$3,000.00	\$ 3,000.00
Subtotal				\$ 130,150.00

G SYLVA	Unit	No.	Unit Cost	Total
Inspector Vehicles	Per Month	75	\$1,400.00	\$ 105,000.00
Personal Protective Equipment (Fall Protection, Safety Gear)	Each	0	\$750.00	\$ -
Cell Phone	Per Month	75	\$90.00	\$ 6,750.00
Tablet / Laptop Data Package	Per Month	75	\$90.00	\$ 6,750.00
Inspection Tools (Wheels, Tapes, Levels, Transit, Supplies)	Job Total	1	\$3,000.00	\$ 3,000.00
Subtotal				\$ 121,500.00

Bury	Unit	No.	Unit Cost	Total
Inspector Vehicles	Per Month	72	\$1,400.00	\$ 100,800.00
Personal Protective Equipment (Fall Protection, Safety Gear)	Each	0	\$750.00	\$ -
Cell Phone	Per Month	72	\$90.00	\$ 6,480.00
Tablet / Laptop Data Package	Per Month	72	\$90.00	\$ 6,480.00
Inspection Tools (Wheels, Tapes, Levels, Transit, Supplies)	Job Total	1	\$3,000.00	\$ 3,000.00
Subtotal				\$ 116,760.00

Total Direct Expenses \$ 1,192,620.00

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

RESOLUTION NO. 16-012

**AMEND WORK AUTHORIZATION NO. 1 TO EXTEND THE CURRENT
PROJECT SCHEDULE AND AWARD WORK AUTHORIZATION NO. 2 FOR
MATERIALS ACCEPTANCE TESTING FOR THE 183 SOUTH PROJECT**

WHEREAS, by Resolution 15-059 dated September 30, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Rodriguez Engineering Laboratories and an initial work authorization for services to be provided through June 30, 2016, for survey quality assurance services; and

WHEREAS, a proposed Supplemental Work Authorization No. 1 to extend the schedule on Work Authorization No. 1 from June 30, 2016 to December 31, 2020 is attached hereto as Exhibit 1; and

WHEREAS, a proposed Work Authorization No. 2 in the amount of \$3,757,300.00 with a schedule through December 31, 2020 is attached as Exhibit 2; and


WHEREAS, the Executive Director recommends approval of both Supplemental Work Authorization No. 1 and Work Authorization No. 2.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves both the proposed Supplemental Work Authorization No. 1 and Work Authorization No. 2 in substantially the form attached hereto as Exhibits 1 & 2, respectively.

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Supplemental Work Authorization No. 1 and Work Authorization No. 2 on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

Exhibit 2

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR CONSTRUCTION INSPECTION SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Materials Acceptance Testing (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Rodriguez Engineering Laboratories, LLC. (The Engineer)

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

PART I. Exhibit C, Work Schedule, is deleted in its entirety and replaced with Exhibit C-1, Work Schedule, which is hereto attached and made part of this Supplemental Work Authorization.

PART IV. This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a Supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

*Materials Acceptance Testing
183 South Design-Build*

Exhibit C-1

Work Schedule

The Engineer will perform Material Acceptance Testing as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule.

Original Notice to Proceed.....December 28, 2015

Contract Expiration..... December 31, 2020

ATTACHMENT B

**WORK AUTHORIZATION NO. 2
CONTRACT FOR MATERIAL ACCEPTANCE TESTING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Materials Acceptance Testing (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Rodriguez Engineering Laboratories, LLC (the Engineer).

PART I. The Engineer will perform Materials Acceptance Testing in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$3,757,300.00 and the method of payment is fixed hourly rate, which includes overhead and profit. This amount is based upon the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked as documented in Work Authorization No. 1.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the appropriate sections of the Contract.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the work, unless extended by a supplemental Work Authorization as provided in Article 4 of the Contract.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

LIST OF EXHIBITS TO WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

1. Authorize the Engineer in writing to proceed.
2. Render reviews, decisions and approvals as promptly as necessary to allow for the expeditious performance of the Services to be provided by the Engineer.
3. Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
4. Maintain the Project's Website.
5. Provide the Engineer with relevant data available to the Mobility Authority related to people, agencies and organizations interested in the proposed project.

EXHIBIT B**SERVICES TO BE PROVIDED BY THE ENGINEER**

Consulting and professional services to be provided by the Engineer include, but are not limited to, materials engineering and acceptance testing services necessary for the construction of the US 183S Bergstrom Expressway Project through a Design-Build construction contract. Scheduling of activities below will conform to established Mobility Authority, TxDOT, and/or other required review and comment periods for each milestone of the Project.

The Engineer will work at the direction and supervision of the Mobility Authority and its General Engineering Consultant (GEC) to provide the Services. The Mobility Authority expects the Engineer to work cooperatively and collaboratively in assisting the GEC throughout all aspects and phases of construction operations and in its dealings with the Design-Build-Team (the "D-B Contractor"), suppliers, subcontractors, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public.

The Engineer staff will report to the GEC's Resident Engineer (references herein to the "GEC" shall include the GEC's Resident Engineer), and their staff, and keep the GEC informed of the D-B Contractor's operations in the field, especially issues that would affect safety, quality, schedule, and potential construction disputes.

The Engineer will provide Quality Acceptance testing of materials incorporated into the project, coordinate materials testing operations, and review and supply Material Test Reports. As outlined in the Project Quality Assurance Plan (QAP), attached as Exhibit D, the Engineer shall provide a qualified laboratory (either off-site, on-site, or both) as well as certified personnel that are knowledgeable of all materials testing procedures. Any off-site lab must be located within 30 miles of the Project and must be acceptable to the GEC. If the off-site location is not close enough or deemed not acceptable, an on-site lab will need to be in place and accredited prior to the commencement of construction.

The Engineer will not control or direct the construction under the construction contract. Testing operations will not relieve the D-B 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. The D-B Contractor will remain responsible for design related services.

The Engineer should be aware that the time frames noted herein are tentative and subject to change. The Engineer will remain available as long as the services are required by the Mobility Authority, unless the agreement is terminated as described therein.

The Services to be provided by the Engineer include, without limitation, the following key elements:

A. General Requirements

- 1) Provide all labor, equipment, tools and incidentals to perform the Services.

- 2) Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements.
- 3) Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- 4) Services will include online entry of documents into the GEC's document control system. The GEC will provide access to the project document control system. The Engineer will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
- 5) Assist in the resolution of construction issues, and conflicts, and provide timely data to the GEC and the D-B Contractor.
- 6) Perform the Services described in this agreement as needed before, during, and after the construction of improvements.

The Mobility Authority reserves the right to require replacement of any personnel assigned to the Project during this contract for any reason.

B. Quality Acceptance

- 1) Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Quality Acceptance Program (QAP). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.
- 2) Prepare reports for all material tests, clearly stating whether the material meets specifications, includes all information required by the testing method, and are signed by the Materials Engineer (or his designee). Provide all reports in a timely manner for review by the GEC.
- 3) Develop and implement a testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project. As recommended in the Guide Schedule, testing will be performed at a four-fold increase at the start of production until the GEC has confidence in the D-B Contractor's (or the D-B Contractor's suppliers) process.
- 4) Perform the testing of construction materials utilized on the project.
- 5) Prepare Non-Conformance Reports (NCRs) for failing tests as appropriate.
- 6) Prepare control charts for applicable test values.
- 7) Monitor test results, maintain a material testing data base capable of tracking failing tests, inform the GEC of failing test results in a timely manner, and work with the GEC to resolve failed tests on the project.
- 8) Monitor D-B Contractor's conformance to QC testing requirements per the contract and specifications.

- 9) Perform IRI testing of finished pavement surfaces per applicable TxDOT testing methodology.
- C. Materials Engineer**
- 1) Approve the D-B Contractor's procedures and requirements for handling, storage, shipping, delivery, and preservation of materials incorporated into the work; including Corrective Action procedures for test or inspection failures, malfunctions or deficiencies.
 - 2) Submit construction Quality Acceptance Material Certification letters quarterly to the Mobility Authority.
 - 3) Review the D-B Contractor's HMA and concrete mix designs or other construction materials submittals as necessary.
 - 4) Oversee the materials acceptance testing program and provide materials advice as deemed necessary.
 - 5) Oversee preparation of the end of project material certification binder and sign materials certification letter stating that the materials incorporated into the construction work are in accordance with standards and specifications.
- D. Meetings**
- 1) Attend weekly progress meetings held by the GEC with the D-B Contractor.
 - 2) Attend pre-activity meetings, safety meetings, and any other meetings requiring materials expertise as requested by the GEC.
- E. Coordination of Testing**
- 1) Work with the Construction Inspection Consultant (CIC) to schedule testing as needed for inspection of the construction work.
 - 2) Provide a daily testing schedule to the CIC and GEC with pertinent information (i.e. test type, time, and technician).
- F. Deliverables**
- 1) Provide all test reports, plant reports, test failure tracking database, IRI results, and certifications related to the project for incorporation into the project records.
 - 2) Compile the end of project materials certification binder to be signed by the Materials Engineer, GEC, TxDOT, and the Mobility Authority, including deficiency report, letters of certification, summary of NCRs and Engineering Judgments, and test exception letters.

Note: All deliverables become the property of the Mobility Authority.

EXHIBIT C

WORK SCHEDULE

The Engineer will perform Materials Acceptance Testing services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule:

Notice to Proceed Approximately March 01, 2016

Contract Expiration..... December 31, 2020

EXHIBIT D

FEE SCHEDULE/BUDGET

Exhibit D - Fee Schedule/Budget

Materials Acceptance Testing
 Rodriguez Engineering Laboratories, LLC
 183 South Project (Bergstrom Expressway)

Work Authorization #2
 Efforts from March 01, 2016 through December 31, 2020

	Sr. Materials Engineer	PM / Materials Engineer	Laboratory Manager	Professional Staff (Sr. Admin)	Materials Coordinator	Sr. Engineering Technician	Professional Staff (Clerical)	Engineering Technician	TOTAL
Hourly Labor Rate	\$145.00	\$139.00	\$87.00	\$87.00	\$87.00	\$75.00	\$54.00	\$60.00	HRS
1.1 Project Management and Administration	3000	3000	800		500	500	800	500	9100
a Project Oversight and Coordination									
b Financial Management									
c Coordination Meetings									
d Develop/Maintain Qualification Program									
e Complete Project Material Certification Binder									
1.2 Quality Acceptance Testing/Reporting	2800	2800	3700	3000	3000	3000	1600	2800	22700
a Prepare Reports for all Materials Testing									
b Implement Testing Plans									
c Prepare Non-Conformance Reports as appropriate									
d Data Reduction									
e Addition Survey Efforts									

TOTAL LABOR (HOURS)	5800	5800	4500	3000	3500	3500	2400	3300	31800
<i>% Total by Classification</i>	<i>18.24%</i>	<i>18.24%</i>	<i>14.15%</i>	<i>9.43%</i>	<i>11.01%</i>	<i>11.01%</i>	<i>7.55%</i>	<i>10.38%</i>	

Overhead Rate	168.00%									
Profit Rate	12.00%									
Total Labor (Profit and OH Included)	\$ 841,000	\$ 806,200	\$ 391,500	\$ 261,000	\$ 304,500	\$ 262,500	\$ 129,600	\$ 198,000	\$ 3,194,300	
Total Direct Expenses	\$ 563,000.00									
Total Fee (Labor and Direct Expenses)	\$ 3,757,300									

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

RESOLUTION NO. 16-013

**APPROVING AN AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION TO AUTHORIZE MOBILITY AUTHORITY CONNECTION TO
AND USE OF THE TXDOT TELECOMMUNICATIONS NETWORK**

WHEREAS, the Mobility Authority is currently developing the SH 71 Express Toll Lane Project on SH 71 (the "Project"); and

WHEREAS, the telecommunication and toll system infrastructure at the Project must communicate with telecommunication and toll system equipment located at the Mobility Authority's 183A Field Office Building; and

WHEREAS, the Project is located on existing right-of-way owned by the Texas Department of Transportation ("TxDOT"), and adjoins the existing TxDOT telecommunications network along SH 71 and SH 130; and

WHEREAS, the Mobility Authority and TxDOT have negotiated a proposed agreement, attached as Exhibit 1, under which TxDOT authorizes connection to and use of its existing telecommunication and toll system infrastructure along SH 71 and SH 130 to connect equipment at the Project with the 183A Field Office Building; and

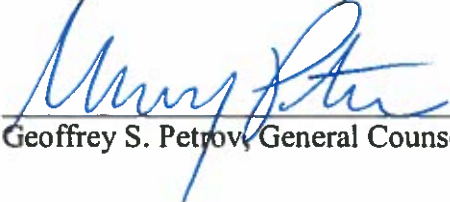
WHEREAS, the Executive Director recommends approval of the proposed agreement attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed agreement is approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute the proposed agreement on behalf of the Mobility Authority, in the form or substantially the same form attached to this resolution as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

MULTIPLE USE AGREEMENT
for
SHARING FIBER OPTIC CABLE and/or RELATED INFRASTRUCTURE

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

CONTRACTING PARTIES:

Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority	Local Government

The parties desire to connect to and/or use existing Fiber Optic Cable and/or Related Infrastructure for the purpose of transmitting transportation-related data only. Related Infrastructure includes but is not limited to fiber optic facilities such as conduit, ducts, control cabinets, poles, structures, etc. along TxDOT roadways and right-of-way, as well as offices, operations and control centers, substations, etc. within the TxDOT operations network. The desired connection and use must not cause damage to or adversely effect data, interconnections, systems, facilities, infrastructure or operations as determined by TxDOT.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to enter into this agreement.

This contract incorporates the provisions of **Attachment A**, Local Government's Resolution or Ordinance; **Attachment B**, Descriptions and Specifications of Rights Granted in Article 2; **Attachment C**, Request for Authorization of Fiber Optic Cable Connection; **Attachment D**, Request for Authorization of Fiber Optic Cable-Related Infrastructure Connection; **Exhibits A, A-1, A-2, and B**, Maps of Mutually Agreed-Upon Fiber Optic Cable and/or Related Infrastructure.

In consideration of the mutual promises contained in this agreement, the TxDOT and the Local Government now agree as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and shall terminate concurrently with the termination of the "Project Agreement - State Highway 71 Toll Lanes" between TxDOT and the Mobility Authority, executed on 12/11/13.

ARTICLE 2. RIGHTS GRANTED

- A. The parties agree to allow the connection to their respective Fiber Optic Cable and/or Related Infrastructure by the other party.
- B. The Local Government shall be allowed to use only the mutually agreed upon TxDOT Fiber Optic Cable and/or Related Infrastructure as listed in Attachments B, C, D, and further illustrated in Exhibits A, A-1, A-2, and B.
- C. The unit of capacity exchange by either shared method shall be mutually agreed upon on a case-by-case basis. Capacity exchanges need not be on an equal basis.
- D. Each party permits the other party to enter upon its right-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such connections of the entering party's Fiber Optic Cable and/or Related Infrastructure to the owning party's Fiber Optic Cable and/or Related Infrastructure.
- E. Any and all rights expressly granted to either party to use the Fiber Optic Cable and/or Related Infrastructure of the other party shall be subject to the prior and continuing right of the party to whom the Fiber Optic Cable and/or Related Infrastructure belongs to use its Fiber Optic Cable and/or Related Infrastructure for its own purposes under applicable laws. The rights granted shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the rights to use the Fiber Optic Cable and/or Related Infrastructure.
- F. Nothing in this agreement shall be deemed to grant, convey, create, or vest in either party a real property interest in land, including any fee, leasehold interest, or easement.

ARTICLE 3. OPERATION AND MAINTENANCE RESPONSIBILITIES

- A. Each party will be responsible for the design, engineering, installation, operation and maintenance of their respective Fiber Optic Cable and/or Related Infrastructure system and components, to include the connections, within their respective right-of-ways.
- B. Each party is responsible for providing and maintaining any hardware, software, and additional infrastructure that are necessary to obtain the rights in Article 2. TxDOT may provide unused Intelligent Transportation Systems infrastructure and TxDOT facilities to support the additional infrastructure when possible and when deemed to be in the best interest of TxDOT.
- C. Because of unforeseen circumstances that may arise from the operation of TxDOT hardware or software, or other difficulties in telecommunications transmission over which TxDOT has no control, no guarantee is made that use of facilities will be available to the Local Government at all times during the term of this agreement. TxDOT is not responsible for any loss of revenue to the Local Government due to any interruption in the facilities. TxDOT does not guarantee a minimum response time to re-establish the facilities due to TxDOT network or system failures or any other circumstance.

ARTICLE 4. INSTALLATION STANDARDS

- A. Any installation, repairs, or removal of equipment shall be performed in accordance with industry standards.
- B. At the Local Government's sole cost and expense, all such work shall be done in compliance with all applicable building codes, ordinances, and other laws, rules, or regulations of governmental authorities having jurisdiction over such work, including, but not limited to, the Americans with Disabilities Act and the Texas Architectural Barriers Act.
- C. The Local Government must obtain all required governmental agreements, permits, and authorizations prior to beginning any such work and shall provide copies of the same to TxDOT upon request.
- D. After commencement of the installation of the equipment, the Local Government shall perform such work with due diligence to its completion.
- E. The Local Government is solely responsible for meeting and adhering to the above listed standards notwithstanding TxDOT's approval of plans and specifications.

ARTICLE 5. INSTALLATION OF EQUIPMENT

- A. The Local Government shall install any necessary hardware, software, or other infrastructure at its sole cost and risk.
- B. Any equipment installation, engineering design, or operations and maintenance plan provided by the Local Government shall be subject to TxDOT's review and approval to ensure compatibility with existing equipment and software.
- C. All equipment shall be clearly labeled to identify it as equipment installed by the Local Government.
- D. The Local Government shall provide all interface items required to maintain the equipment.
- E. Access by the Local Government's employees or contractors to the equipment located at TxDOT's facility will be by appointment only and must have designated TxDOT personnel present.

ARTICLE 6. NOTICE TO PROCEED

A properly completed Request for Authorization of Fiber Optic Cable and/or Related Infrastructure Connection form, attached to this agreement as Attachments C and D, shall be submitted to TxDOT for approval prior to any work being done. TxDOT shall review and approve or disapprove the connection, in writing, within sixty (60) days. During the course of the work, any substantial changes or alterations must also be submitted to TxDOT for prior written approval. All work shall be done in conformity with the approved Attachment C and/or D. Upon completion of the work, the Local Government shall promptly furnish suitable documentation showing the exact nature of the connection.

ARTICLE 7. FEES

TxDOT may require consideration for the agreement in the form of a payment; shared use of a telecommunication facility; or equipment, facilities, or services. TxDOT requires a tape of any stories related to TxDOT or those that involve any input from TxDOT employees that are aired by the Local Government.

ARTICLE 8. INSPECTION

Ingress and egress shall be allowed at all times to the Local Government's facility for Federal Highway Administration and TxDOT personnel and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all Local Government activities shall be prohibited until further notice from TxDOT.

ARTICLE 9. INSURANCE

To the extent that this agreement authorizes the Local Government or its contractor to perform any work on State 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 verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right-of-way. This coverage shall be maintained until all work on the State right-of-way is complete. If coverage is not maintained, all work on State right-of-way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

ARTICLE 10. AMENDMENTS

Amendments to this agreement must be in writing and executed by both parties. Any amendments must be executed during the contract period established in Article 1, Contract Period.

ARTICLE 11. TERMINATION

- A. Including the provisions established herein, this agreement may be terminated by either of the following conditions:
1. By mutual written agreement, or thirty (30) days after either party gives notice to the other party, whichever occurs first; or
 2. By TxDOT at any time if it is found that traffic conditions have so changed that the existence or use of the respective Fiber Optic Cable and/or Related Infrastructure is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated or maintained or that it is not in the public interest; or
 3. By TxDOT, upon written notice to the Local Government as consequence of the Local Government's failure to comply with the requirements of this agreement, unless the Local Government's failure to comply with the agreement is due to no fault of its own.
- B. If the termination is due to the failure of the Local Government to fulfill its contractual obligations, TxDOT will notify the Local Government that a possible breach of contract has occurred. The Local Government must remedy the breach as outlined by TxDOT to TxDOT's satisfaction within thirty (30) days from receipt of TxDOT's notification. TxDOT will declare this agreement terminated upon the Local Government's failure to remedy the breach within the thirty (30) day period.
- C. Termination of the agreement shall extinguish all rights, duties, obligations and liabilities of TxDOT and the Local Government under this agreement.
- D. Termination or expiration of this agreement shall not extinguish any of the Local Government's or TxDOT's obligations under this agreement that by their terms continue after the date of termination or expiration.

ARTICLE 12. REMEDIES

Violation or breach of contract by the Local Government shall be grounds for termination of the agreement and any increased costs arising from the Local Government's default, breach of contract or violation of agreement terms shall be paid by the Local Government. This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

ARTICLE 13. RELATIONSHIP BETWEEN THE PARTIES

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

ARTICLE 14. ASSIGNMENT PROHIBITION

The Local Government is prohibited from assigning any of the rights conferred by this agreement, to any third party without the advance written approval of TxDOT. Any attempted transfer of the rights or obligations of this agreement without TxDOT's consent shall be void and shall be grounds for termination of this agreement.

ARTICLE 15. HOLD HARMLESS

The Local Government shall indemnify and save harmless TxDOT and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the Local Government or of any person employed by the Local Government. The Local Government shall also indemnify and save harmless TxDOT from any and all expense, including but not limited to attorney fees that may be incurred by TxDOT in litigation or otherwise resisting the claim or liabilities that may be imposed on TxDOT as a result of such activities by the Local Government, its agents, or employees. The Local Government agrees to indemnify and save harmless TxDOT and its officers, agents, and employees from any and all claims, damages, and attorneys' fees arising from the use of outdated data or information. The Local Government's indemnification of TxDOT shall extend for a period of three (3) years beyond the date of termination of this agreement.

ARTICLE 16. GRATUITIES

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of TxDOT's executive director.

ARTICLE 17. CONFLICT OF INTEREST

The Local Government shall not assign an employee to activities relating to this agreement if the employee:

- a. owns an interest in or is an officer or employee of a business entity that has or may have a contract with TxDOT relating to this agreement;
- b. has a direct or indirect financial interest in the outcome of this agreement;
- c. has performed services regarding the subject matter of the agreement for an entity that has a direct or indirect financial interest in the outcome of this agreement or that has or may have a contract with TxDOT; or
- d. is a current part-time or full-time employee of TxDOT.

ARTICLE 18. COMPLIANCE WITH LAWS

The Local Government shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this agreement. When requested, the Local Government shall furnish TxDOT with satisfactory proof of this compliance. The Local Government shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity.

ARTICLE 19. INFORMATION EXCHANGE

- A. Each party agrees to meet on, at a minimum, an annual basis for the purpose of reviewing future plans and current status of their respective Fiber Optic Cable and/or Related Infrastructure.
- B. The Local Government shall provide quarterly evaluation reports during the first calendar year of the agreement and annually thereafter detailing how and when the rights and infrastructure granted have been used.
- C. The Local Government shall not disclose information obtained from TxDOT under this agreement without the express written consent of TxDOT.

ARTICLE 20. STATE AUDITOR'S PROVISION

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

ARTICLE 21. NOTICES

All notices to either party by the other party required under this agreement shall be delivered personally or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

State of Texas:	Texas Department of Transportation ATTN: Director, Maintenance Division 125 East 11 th Street Austin, Texas 78701
Local Government:	Central Texas Regional Mobility Authority ATTN: Director of Operations 3300 N. IH 35, Suite 200 Austin, Texas 78705

All notices shall be deemed to be received by the addressee on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 22. SIGNATORY AUTHORITY

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

IN TESTIMONY WHEREOF, TxDOT and the Local Government have executed duplicate counterparts of this agreement.

LOCAL GOVERNMENT

By _____ Date _____
Mike Heiligenstein
Executive Director

THE STATE OF TEXAS

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

By _____ Date _____
James Bass
Executive Director

ATTACHMENT A
LOCAL GOVERNMENT'S RESOLUTION OR ORDINANCE

ATTACHMENT B

DESCRIPTIONS AND SPECIFICATIONS OF RIGHTS GRANTED IN ARTICLE 2

SH 71 Express Toll Collection System consist of:

1. Tolls collection system, which will consist of 1 mainlane toll gantry
2. The duct bank will be used for tolls fiber and electrical integration of tolling equipment.

TxDOT Facility Locations:

1. SH 71 from tolling point east of FM 973 to SH 130
2. SH 130 from SH 71 to Mainlane Plaza 8

PROVISION OF INFRASTRUCTURE	
By TxDOT	By Local Government
<ol style="list-style-type: none"> 1. TxDOT will allow the Local Government use of TxDOT duct bank and the connection to the Department's Fiber Optic Cable Related Infrastructure as described on Attachments C, D, and as shown on Exhibits A, A-1, A-2, and B. 2. TxDOT will allow access to the Toll Plazas and network equipment rack as described on Attachments C, D, and as shown on Exhibits A, A-1, A-2, and B. 3. TxDOT will provide reasonable accommodation of space for all equipment required to complete installation. 	<ol style="list-style-type: none"> 1. The duct bank and Fiber Optic Cable Related Infrastructure will be used solely for traffic safety and transportation related purposes. 2. Local Government will clearly, consistently, and permanently label Local Government installed cables and conductors with at least owner and function at each access point. Metallic or plastic tie wraps are not permitted. 3. Local Government will follow TxDOT's Austin District standard detail for assigning cable or conductor to duct and/conduit by function, see Austin District Detail DCTD. 4. Local Government will make every reasonable effort to comply with NEC guidelines. 5. Local Government is completely responsible for all costs of Local Government materials, operation, and maintenance. 6. Maintenance of infrastructure will be in accordance with the Project Development Agreement between TxDOT and Local Government. Any work over \$5,000 in value and 4 hours in duration require TxDOT Form 1082, Notice of Proposed Installation, unless otherwise addressed in the Project Development Agreement. 7. Local Government will follow normal TxDOT procedures for work in TxDOT ROW.

NON-MONETARY COMPENSATION	
By TxDOT	By Local Government
<ol style="list-style-type: none"> 1. 	<ol style="list-style-type: none"> 1. Local Government will provide as-built drawings of all Local Government installed conduits and cables at ingress and egress as identified in Attachments C&D.

ATTACHMENT C (Location 1)
REQUEST FOR AUTHORIZATION of FIBER OPTIC CABLE CONNECTION

Requested by: **Central Texas Regional Mobility Authority (CTRMA)**

Section A – Ingress Fiber Access Location Information

Ingress Location Identification	Mainlane Plaza 8 (ML8) on SH 130 as shown on Exhibit A and A-1.
Ingress Location Address	SH 130 about 2.10 miles south of SH 71 as shown on Exhibit A and A-1
Fiber Interface Method	<input checked="" type="checkbox"/> Dark Fiber (Patch). <input type="checkbox"/> Wave Division Multiplexer Connection
Interface Quantity	4 Dark Fibers are to be allocated by the TxDOT at ML8 (Same 4 fibers allocated at ML6 for the 290E CTRMA interface) - Interconnection to TxDOT fiber to be via Patch cables. Patch cables to be provided by CTRMA
Interface Optical Wavelength	<input type="checkbox"/> 850 nm <input type="checkbox"/> 1310 nm <input type="checkbox"/> 1550 nm <input checked="" type="checkbox"/> Other: Local government system integrator is not interfacing onto TxDOT network, but rather broadband via Dark Fiber to provide transport to ML6
Maximum Interface Bandwidth	<input type="checkbox"/> T-1 <input type="checkbox"/> NTSC <input type="checkbox"/> 10Mbps <input type="checkbox"/> 100 Mbps <input type="checkbox"/> 1Gbps <input type="checkbox"/> DS-3 <input type="checkbox"/> OC-3 <input type="checkbox"/> OC-12 <input type="checkbox"/> OC-48 <input checked="" type="checkbox"/> Other: Local government system integrator will use the full bandwidth of the dark fiber assigned.
Special Ingress Requirements and Comments	Local government system integrator will pull a new 12 single mode (SM) fiber onto the existing TxDOT network equipment rack. All 12 SM fibers shall be terminated onto an existing TXDOT panel designated by TxDOT.

Section B – Egress Fiber Access Location Information

Egress Location Identification	Proposed TxDOT Ground Box as shown on Exhibit A and Exhibit A-2
Egress Location Address	SH 71 Station 11155+84 RT as shown on Exhibit A-2.
Special Egress Requirements and Comments	This location serves as the demarcation between TxDOT duct bank and CTRMA tolling equipment pad. The Developer will be installing 3 - 2" PVC conduits to connect the TxDOT duct bank with the tolling equipment pad

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-517-5764
Activation Date Requested:	February 1, 2016		
Requested By:	Tim Reilly	Date:	12/29/2015

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve		
Engineering Reviewed By:	<u>-- print name --</u>		
Approved by:			
	-- print name here; signature above --		Date

ATTACHMENT D (Location 1)
REQUEST FOR AUTHORIZATION of INFRASTRUCTURE CONNECTION

Requested by: **Central Texas Regional Mobility Authority (CTRMA)**

Section A – Ingress Infrastructure Access Location Information

Ingress Point	Mainlane Plaza 8 (ML8) on SH 130 as shown on Exhibit A and A-1.
Ingress Location Address	SH 130 about 2.10 miles south of SH 71 as shown on Exhibit A and A-1
Ingress Location Identification	i.e., reference marker, mile point, cross street offset
Type Infrastructure	<input type="checkbox"/> 3" conduit <input checked="" type="checkbox"/> TxDOT Existing Conduit <input type="checkbox"/> 4" multiduct conduit <input checked="" type="checkbox"/> TxDOT Proposed Conduit
Cable Type	<input type="checkbox"/> multi mode fiber optic cable -- <u>quantity</u> -- <input checked="" type="checkbox"/> single mode fiber optic cable <u>1</u> <input type="checkbox"/> -- Other: please specify -- # strands <u>12</u>
Special Ingress Requirements and Comments	Local government system integrator will pull new 12 single mode (SM) fiber onto the existing TxDOT network equipment rack, all 12 SM fibers shall be terminated onto an existing TxDOT rack mount patch panel designated by TxDOT

Section B – Egress Infrastructure Access Location Information

Egress Point	Proposed TxDOT Ground Box as shown on Exhibit A and Exhibit A-1
Egress Location Address	SH 71 Station 11155+84 RT as shown on Exhibit A-1.
Egress Location Identification	Proposed TxDOT Ground Box as shown on Exhibit A and Exhibit A-1
Special Egress Requirements and Comments	This location serves as the demarcation between TxDOT duct bank and CTRMA tolling equipment pad. The Developer will be installing 3 - 2" PVC conduits to connect the TxDOT duct bank with the tolling equipment pad.

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-517-5764
Activation Date Requested:	February 1, 2016		
Requested By:	Tim Reilly	Date:	12/29/2015

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve		
Engineering Reviewed By:	-- print name --		
Approved by:			
	-- print name here; signature above --		Date

ATTACHMENT C (Location 2)
REQUEST FOR AUTHORIZATION of FIBER OPTIC CABLE CONNECTION

Requested by: **Central Texas Regional Mobility Authority (CTRMA)**

Section A – Ingress Fiber Access Location Information

Ingress Location Identification	Mainlane Plaza 6 (ML6) on SH 130 as shown on Exhibit B.
Ingress Location Address	SH 130 about 5.40 miles North of 290E as shown on Exhibit B.
Fiber Interface Method	<input checked="" type="checkbox"/> Dark Fiber (Patch). <input type="checkbox"/> Wave Division Multiplexer Connection
Interface Quantity	Local government system integrator will pull new 12 single mode (SM) fiber onto the existing TxDOT network equipment rack, all 12 SM fibers shall be terminated onto an existing TxDOT rack mount patch panel designated by TxDOT
Interface Optical Wavelength	<input type="checkbox"/> 850 nm <input type="checkbox"/> 1310 nm <input type="checkbox"/> 1550 nm <input checked="" type="checkbox"/> Other: Local government system integrator is not interfacing onto TxDOT network, but rather broadband via Dark Fiber to provide transport to ML6
Maximum Interface Bandwidth	<input type="checkbox"/> T-1 <input type="checkbox"/> NTSC <input type="checkbox"/> 10Mbps <input type="checkbox"/> 100 Mbps <input type="checkbox"/> 1Gbps <input type="checkbox"/> DS-3 <input type="checkbox"/> OC-3 <input type="checkbox"/> OC-12 <input type="checkbox"/> OC-48 <input checked="" type="checkbox"/> Other: Local government system integrator will use the full bandwidth of the dark fiber assigned.
Special Ingress Requirements and Comments	Local government system integrator will pull a new 12 single mode (SM) fiber onto the existing TxDOT network equipment rack. All 12 SM fibers shall be terminated onto an existing TXDOT panel designated by TxDOT.

Section B – Egress Fiber Access Location Information

Egress Location Identification	SH 130 Station 1168+58 RT as shown on Exhibit B.
Egress Location Address	Proposed TxDOT Ground Box (Vault) as shown on Exhibit B.
Special Egress Requirements and Comments	

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-517-5764
Activation Date Requested:	February 1, 2016		
Requested By:	Tim Reilly	Date:	12/29/2015

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve		
Engineering Reviewed By:	<u>-- print name --</u>		
Approved by:			
	-- print name here; signature above --		Date

Exhibit A

SH 71

INGRESS AND EGRESS CONNECTION

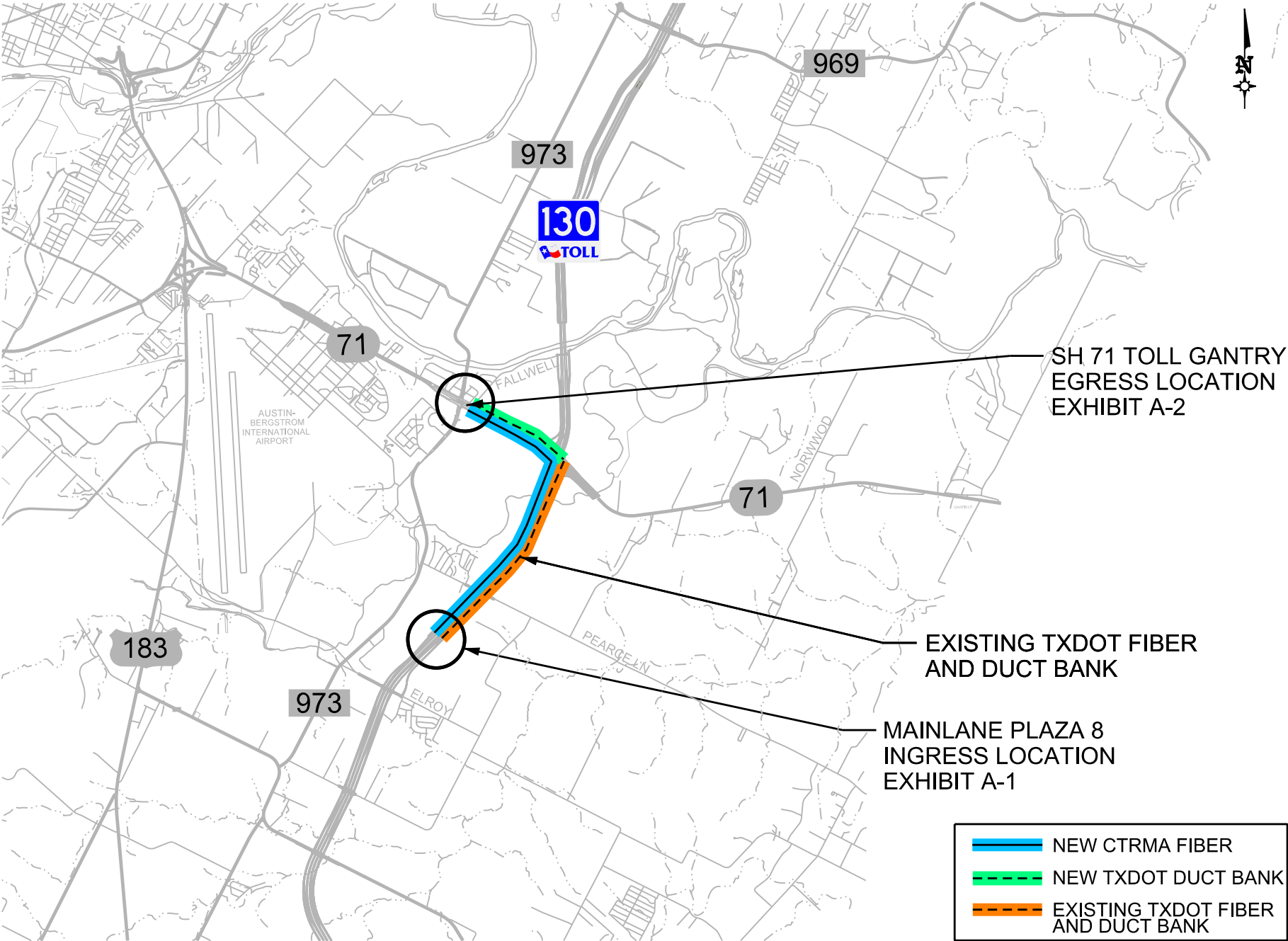


Exhibit A-1

SH 130

INGRESS CONNECTION

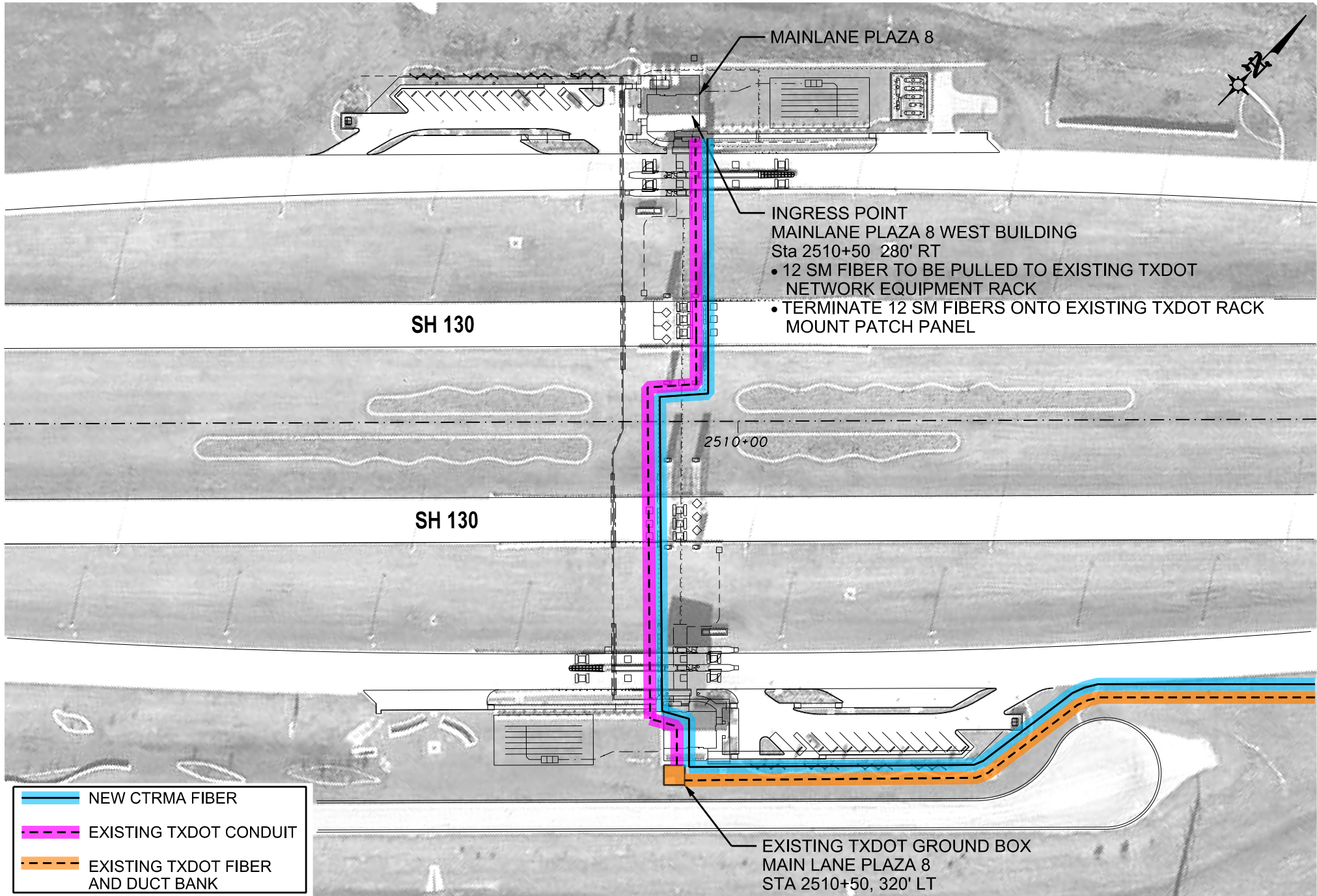
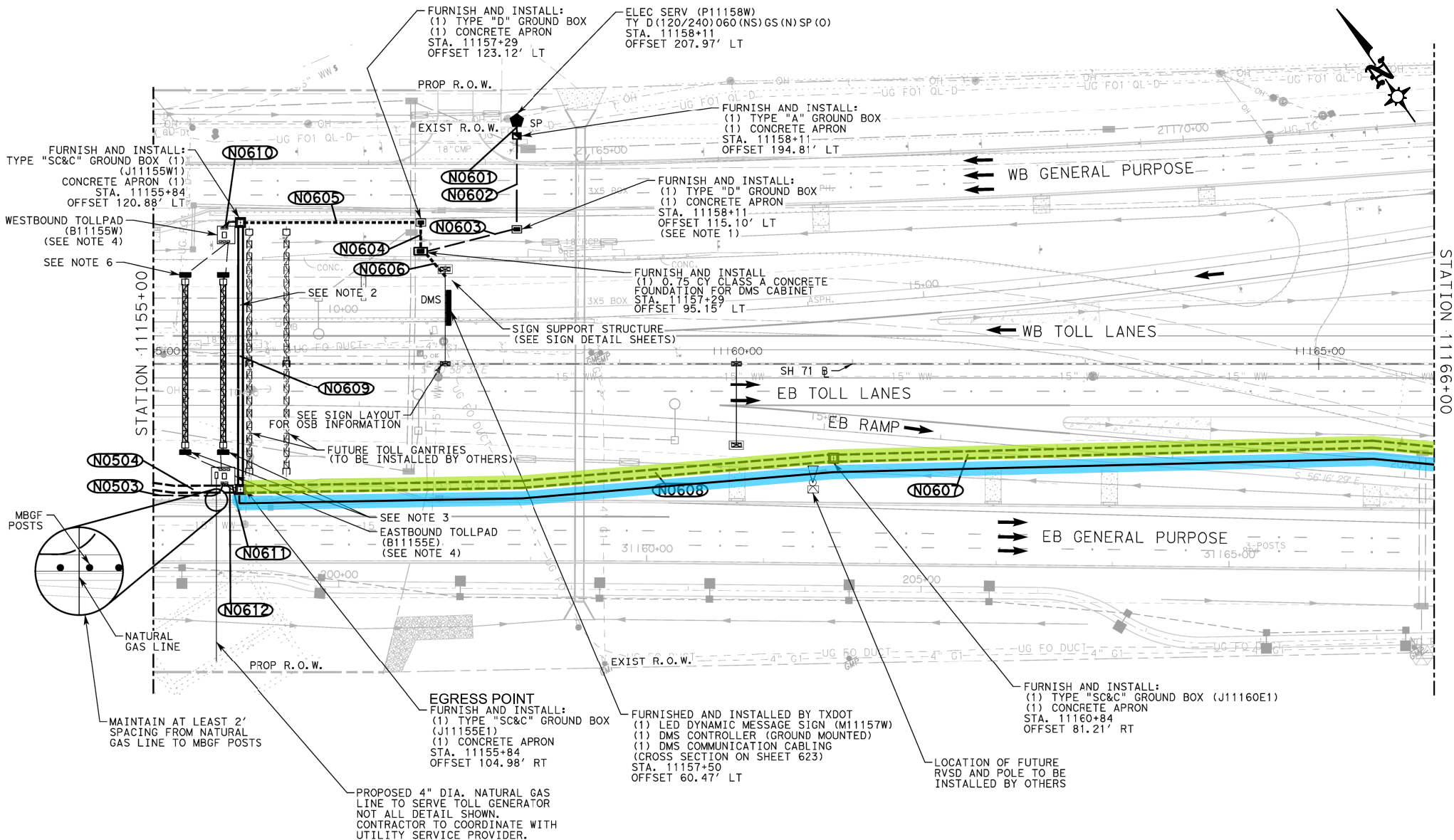


Exhibit A-2 SH 71 EGRESS CONNECTION



— NEW CTMRA FIBER

- - - NEW TXDOT DUCT BANK

ATTACHMENT D (Location 2)
REQUEST FOR AUTHORIZATION of INFRASTRUCTURE CONNECTION

Requested by: **Central Texas Regional Mobility Authority (CTRMA)**

Section A – Ingress Infrastructure Access Location Information

Ingress Point	Mainlane Plaza 6 (ML6) on SH 130 as shown on Exhibit B.
Ingress Location Address	SH 130 about 5.40 miles North of 290E as shown on Exhibit B.
Ingress Location Identification	i.e., reference marker, mile point, cross street offset
Type Infrastructure	<input type="checkbox"/> 3" conduit <input checked="" type="checkbox"/> TxDOT Existing Conduit <input type="checkbox"/> 4" multiduct conduit <input type="checkbox"/> TxDOT Proposed Conduit
Cable Type	<input type="checkbox"/> multi mode fiber optic cable -- quantity -- <input checked="" type="checkbox"/> single mode fiber optic cable <u>1</u> <input type="checkbox"/> -- Other: please specify -- # strands <u>12</u>
Special Ingress Requirements and Comments	Local government system integrator will pull new 12 single mode (SM) fiber onto the existing TxDOT network equipment rack, all 12 SM fibers shall be terminated onto an existing TxDOT rack mount patch panel designated by TxDOT

Section B – Egress Infrastructure Access Location Information

Egress Point	Proposed TxDOT Ground Box as shown on Exhibit B
Egress Location Address	SH 130 Station 1168+58 RT as shown on Exhibit B.
Egress Location Identification	Proposed TxDOT Ground Box (Vault) as shown on Exhibit B.
Special Egress Requirements and Comments	

Technical Contact Person:	Cheryl Doherty	Phone Number:	512-517-5764
Activation Date Requested:	February 1, 2016		
Requested By:	Tim Reilly	Date:	12/29/2015

Section C – Provider Agency (-- enter agency name --) Review and Response

Engineering Comments:			
Engineering Recommendation:	<input type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve		
Engineering Reviewed By:	<u>-- print name --</u>		
Approved by:			
	-- print name here; signature above --		Date

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

RESOLUTION NO. 16-014

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY SENIOR LIEN REVENUE REFUNDING BONDS, SERIES 2016 (THE "SERIES 2016 BONDS"), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE SIXTEENTH SUPPLEMENTAL TRUST INDENTURE; APPOINTING AUTHORIZED OFFICERS TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE SERIES 2016 BONDS AND THE FORM OF THE SERIES 2016 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE FOR THE SERIES 2016 BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT RELATING TO THE OBLIGATIONS TO BE REFUNDED WITH THE PROCEEDS OF THE SERIES 2016 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Central Texas Regional Mobility Authority (the "Authority") has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State of Texas, including, particularly, Chapter 370, Texas Transportation Code (the "Act"), for the purposes of constructing, maintaining and operating transportation projects, including turnpike projects, in Travis and Williamson Counties, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any of such outstanding obligations previously issued by the Authority, and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the "Master Indenture"), between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (the "Trustee"), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the "Obligations"), as supplemented by that certain (i) First Supplemental Trust Indenture (the "First Supplement"), Second Supplemental Trust Indenture (the "Second Supplement"), and Third Supplemental Trust Indenture (the "Third Supplement"), each between the Authority and the Trustee and dated as of February 1, 2005; (ii) Fourth Supplemental Trust Indenture (the "Fourth Supplement"), between the Authority and the Trustee and dated as of May 1, 2009; (iii) Fifth Supplemental Trust Indenture (the "Fifth Supplement") and Sixth Supplemental Trust Indenture (the "Sixth Supplement"), each between the Authority and the Trustee and dated as of March 1, 2010; (iv) Seventh Supplemental Trust Indenture (the "Seventh Supplement"), between the Authority and the Trustee and dated as of August 1, 2010; (v) Eighth Supplemental Trust Indenture (the "Eighth Supplement") and the Ninth Supplemental Trust Indenture (the "Ninth Supplement"), each between the Authority and the Trustee and dated as of June 1, 2011, (vi) Tenth Supplemental Trust Indenture (the "Tenth Supplement") and Eleventh Supplemental Trust Indenture (the "Eleventh Supplement"), each between the Authority and the Trustee and dated as of May 1, 2013 and (vii) Twelfth Supplemental Trust Indenture (the "Twelfth Supplement"), Thirteenth Supplemental Trust Indenture (the "Thirteenth Supplement"), Fourteenth Supplemental Trust Indenture (the "Fourteenth Supplement") and Fifteenth Supplemental Trust Indenture (the "Fifteenth Supplement"), each dated as of November 1, 2015, and each between the Authority and the Trustee (the Master Indenture, as supplemented by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, the Twelfth Supplement, the Thirteenth Supplement, the Fourteenth Supplement and the Fifteenth Supplement, is referred to herein as the "Indenture"); and

WHEREAS, Sections 301, 302, 706 and 1002 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Senior Lien Obligations, and to include in such supplemental indentures the terms of such Additional Senior Lien Obligations and any other matters and things relative to the issuance of such Obligations which are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, the Board of Directors (the "Board") of the Authority has determined to refund and redeem all or a portion of its Senior Lien Revenue Bonds, Series 2010 (the "Series 2010 Senior Lien Bonds") and all or a portion of its Senior Lien Revenue Bonds, Series 2011 (the "Series 2011 Senior Lien Bonds" and, together with the Series 2010 Senior Lien Bonds, the

“Refunded Bond Candidates”), from the proceeds of all or a portion of Additional Senior Lien Obligations; and

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, the Board desires to authorize the issuance of one or more series of its Senior Lien Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”), pursuant to the Master Indenture and a sixteenth supplemental trust indenture for the purpose of refunding all or a portion of the Refunded Bond Candidates, making deposits to reserve funds, and paying the costs of issuing the Series 2016 Bonds, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board has been presented with and examined a proposed form of a sixteenth supplemental trust indenture and the Board finds that the form and substance thereof is satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to authorize the execution and delivery thereof; and

WHEREAS, the Board now desires to appoint one or more officers of the Authority to act on behalf of the Authority to determine the final terms and conditions of the Series 2016 Bonds, as provided herein, and to make such determinations as may be required by the sixteenth supplemental trust indenture to carry out the purposes of this Resolution and to execute an Award Certificate (as defined herein) setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2016 Bonds; and

WHEREAS, the Board desires to provide for the issuance of the Series 2016 Bonds in accordance with the requirements of the Master Indenture and the sixteenth supplemental trust indenture and to authorize the execution and delivery of such supplemental trust indentures, escrow agreements, contracts of purchase, certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY THAT:

1. FINDINGS AND DETERMINATIONS

1.1 Findings and Determinations. (a) The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture and the sixteenth supplemental trust indenture.

(b) The Board has found and determined that the Series 2016 Bonds may be issued as one or more series of Additional Senior Lien Obligations and as Current Interest Bonds, Long-Term Obligations and Refunding Obligations in accordance with the Master Indenture.

(c) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(d) The Board hereby finds and determines that the issuance of the Series 2016 Bonds is in the best interest of the Authority. The Authorized Officer is hereby authorized to make any findings and determinations required by Section 1207.008, Texas Government Code, as amended in the Award Certificate.

2. ISSUANCE OF SERIES 2016 BONDS; APPROVAL OF DOCUMENTS

2.1 Authorization of Issuance of Series 2016 Bonds; Approval of Sixteenth Supplemental Trust Indenture. The Authority hereby authorizes, approves and directs the issuance of the Series 2016 Bonds in accordance with the terms of this Resolution, the Master Indenture and a sixteenth supplemental trust indenture substantially in the form of the Sixteenth Supplemental Trust Indenture relating to the issuance of the Series 2016 Bonds (the "Sixteenth Supplement"), dated as of the date to be specified in an Award Certificate, between the Authority and the Trustee, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of the Sixteenth Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Chairman of the Board is hereby authorized to execute the Sixteenth Supplement and the Secretary is hereby authorized to attest the signature of the Chairman.

2.2 The Issuance of Series 2016 Bonds. The issuance, execution and delivery of the Series 2016 Bonds, which shall be issued in the aggregate principal amount, in one or more series and bearing interest in accordance with the terms of the Sixteenth Supplement, all as determined by the Authorized Officer and set forth in an Award Certificate, to provide funds to (i) refund all or a portion of the Refunded Bond Candidates, (ii) make deposits, if any, to a reserve fund and (iii) pay costs of issuance for the Series 2016 Bonds, all pursuant to and in accordance with the Master Indenture and the Sixteenth Supplement, are hereby authorized and approved.

2.3 Execution and Delivery of Series 2016 Bonds. The Chairman of the Board is hereby authorized and directed to execute and the Secretary of the Board is hereby authorized and directed to attest the signature of the Chairman of the Board and to affix the Authority's seal to the Series 2016 Bonds and to cause the Trustee to authenticate and deliver the Series 2016 Bonds to the Representative (as defined herein) or its designee against payment therefor in accordance with and subject to the terms and provisions of the Master Indenture and the Sixteenth Supplement.

3. APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

3.1 Appointment of Authorized Officer. The Board hereby appoints the Chairman of the Board, the Executive Director and the Chief Financial Officer, severally and each of them, to act as an authorized officer (the "Authorized Officer") on behalf of the Board and to perform all

acts authorized and required of an Authorized Officer set forth in this Resolution and the Sixteenth Supplement, respectively. The Authorized Officer is hereby authorized and directed to execute an Award Certificate setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the Sixteenth Supplement.

3.2 Delegation of Authority. The Board hereby authorizes and directs that the Authorized Officer act on behalf of the Authority to determine all final terms and conditions of the Series 2016 Bonds, the aggregate principal amount of Series 2016 Bonds to be issued, the prices at which the Series 2016 Bonds will be sold, any different or additional designation or title of each series of the Series 2016 Bonds, the principal amounts and maturity dates therefor, the per annum interest rates for the Series 2016 Bonds, the redemption provisions and dates for the Series 2016 Bonds, the final forms of the Series 2016 Bonds, the selection of the Refunded Bond Candidates to be refunded (the "Refunded Bonds"), and such other terms and provisions that shall be applicable to the Series 2016 Bonds, to designate an escrow agent in connection with the Refunded Bonds, to approve the form and substance of an escrow agreement in connection with the Refunded Bonds, to approve the form and substance of one or more contracts of purchase providing for the sale of the Series 2016 Bonds, to authorize and approve the forms of a preliminary official statement and a final official statement and to make such findings and determinations as are otherwise authorized herein or as may be required by the Sixteenth Supplement to carry out the purposes of this Resolution and to execute an award certificate (an "Award Certificate") setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2016 Bonds and the refunding of the Refunded Bonds; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the Series 2016 Bonds to be issued shall not exceed \$370,000,000;
- (ii) the Series 2016 Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; and
- (iii) the refunding of the Refunded Bonds shall result in a net present value savings of not less than 6.5% of the principal amount of the Refunded Bonds;

all based on bond market conditions and available rates for the Series 2016 Bonds on the date of sale of the Series 2016 Bonds.

The Series 2016 Bonds may be issued as one or more series as specified in the Award Certificate.

3.3 Limitation on Delegation of Authority. The authority granted to the Authorized Officer under this Resolution shall expire at 5:00 p.m. Central Time on January 31, 2017, unless otherwise extended by the Board by separate official action of the Board. Any Series 2016 Bonds, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on January 31, 2017, may be delivered to the initial purchaser(s) thereof after such date.

4. APPROVAL OF SALE OF SERIES 2016 BONDS

4.1 Approval of Sale of Series 2016 Bonds. The sale of one or more series of Series 2016 Bonds to J.P. Morgan Securities LLC (the "Representative"), acting on behalf of itself and such other entities as may be named in the contract of purchase described herein (collectively, the "Underwriters"), in the aggregate principal amounts and at the prices set forth in such contract of purchase, as determined by the Authorized Officer on the date of sale of the Series 2016 Bonds, is hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the Authority a contract of purchase providing for the sale of the Series 2016 Bonds to the Underwriters in such form as determined by the Authorized Officer (the "Contract of Purchase"), to be dated as of the date of its execution and delivery, by and among the Authority and the Underwriters. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Contract of Purchase and to approve and to execute and deliver the Contract of Purchase on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

4.2 Sale on Best Terms Available. The Series 2016 Bonds shall be sold to the Underwriters at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Officer on the date of sale of the Series 2016 Bonds. The Authorized Officer is hereby authorized and directed to make such findings in the Award Certificate regarding the terms of the sale of the Series 2016 Bonds and the benefit of such sale of the Series 2016 Bonds to the Authority.

5. APPROVAL OF ESCROW AGREEMENT; NOTICES OF REDEMPTION

5.1 Approval of Escrow Agreement. To provide for the security and investment of a portion of the proceeds of the Series 2016 Bonds until such time as such proceeds are to be paid to the registered owners of the Refunded Bonds, the Authorized Officer is hereby authorized and directed to execute and deliver an Escrow Agreement in the name and on behalf of the Authority, in such form and substance as the Authorized Officer may approve, such approval to be conclusively evidenced by such Authorized Officer's execution thereof (the "Escrow Agreement"), between the Authority and the escrow agent designated by the Authorized Officer and named therein (the "Escrow Agent"), and dated as of the date set forth in an Award Certificate.

5.2 Purchase of Defeasance Securities. The Authorized Officer is hereby authorized to subscribe for, agree to purchase, and purchase defeasance securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

5.3 Notice of Redemption to Owners of Refunded Bonds. The Board hereby authorizes and calls for redemption the Refunded Bonds on the dates and at the prices determined by the Authorized Officer and set forth in the Award Certificate. The Authorized Officer shall cause notice of redemption to be given to the registered owners of such Refunded

Bonds in accordance with the Master Indenture and the respective supplemental trust indenture pursuant to which such series of Refunded Bonds were issued.

6. APPROVAL OF OFFICIAL STATEMENT

6.1 Approval of Official Statement. The Authorized Officer is hereby authorized and directed to authorize and approve the form and substance of the Preliminary Official Statement prepared in connection with the public offering of the Series 2016 Bonds, together with any addenda, supplement or amendment thereto (the "Preliminary Official Statement"), and the preparation, use and distribution of the Preliminary Official Statement in the marketing of the Series 2016 Bonds. The Authorized Officer is authorized to "deem final" the Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the "Official Statement"). The use thereof by the Underwriters in the public offering and sale of the Series 2016 Bonds is hereby authorized and approved. The Chairman of the Board is hereby authorized and directed to execute and the Authorized Officer to deliver the Official Statement to the Underwriters in number and in accordance with the terms of the Contract of Purchase. The Secretary of the Board is hereby authorized and directed to include and maintain copies of the Preliminary Official Statement and the Official Statement in the permanent records of the Authority.

7. USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

7.1 Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the Series 2016 Bonds shall be used for the purposes set forth in and in accordance with the terms and provisions of the Sixteenth Supplement and the Award Certificate. The deposit and application of the proceeds from the sale of the Series 2016 Bonds shall be set forth in Letters of Instruction of the Authority executed by the Authorized Officer.

7.2 Execution and Delivery of Other Documents. The Authorized Officer is hereby authorized and directed to execute and deliver such other documents, including agreements, assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Master Indenture, the Sixteenth Supplement, the Award Certificate, the Escrow Agreement and the Contract of Purchase.

7.3 Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Officer is hereby authorized to make or approve such nonsubstantive revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the Series 2016 Bonds in accordance with the terms of the Master Indenture, the Sixteenth Supplement, as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

8. APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

8.1 Approval of Submission to the Attorney General of Texas. The Authority's Bond Counsel is hereby authorized and directed to submit to the Attorney General of the State of Texas, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the Series 2016 Bonds as required by law, and to the Comptroller of Public Accounts of the State of Texas (the "Comptroller") for registration. In connection with the submission of the record of proceedings for the Series 2016 Bonds to the Attorney General of the State of Texas for examination and approval of such Series 2016 Bonds, the Authorized Officer is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The Initial Series 2016 Bonds shall be delivered to the Trustee for delivery to the Representative or its designee against payment therefor and upon satisfaction of the requirements of the Master Indenture, the Sixteenth Supplement and the Contract of Purchase. Upon satisfaction of such requirements, the Trustee shall cancel the Initial Series of 2016 Bonds and authenticate and deliver for the account of the Underwriters definitive Series 2016 Bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company.

8.2 Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the Series 2016 Bonds and for all other Authority activities.

8.3 Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Officer and the Authority's staff in connection with the issuance of the Series 2016 Bonds are hereby approved, ratified and confirmed.

8.4 Authority to Invest Funds. The Executive Director and the Chief Financial Officer are each hereby severally authorized to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Master Indenture, the Sixteenth Supplement and the Escrow Agreement with respect to the investment of proceeds of the Series 2016 Bonds and other funds of the Authority.

8.5 Federal Tax Considerations. In addition to any other authority provided under this Resolution, the Authorized Officer is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for the Series 2016 Bonds whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. The Authorized Officer is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

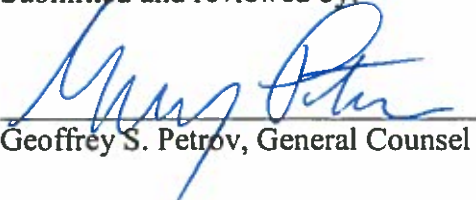
9. GENERAL PROVISIONS

9.1 Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and any of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of the State of Texas in connection with the issuance of the Series 2016 Bonds herein authorized.

9.2 Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of February, 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Willkerson
Chairman, Board of Directors

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

RESOLUTION NO. 16-015

ACCEPT THE FINANCIAL STATEMENTS FOR JANUARY 2016.

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

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

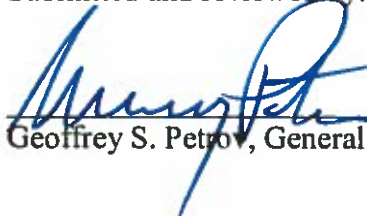
WHEREAS, the Board has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the Mobility Authority’s Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of January 2016, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for January 2016, attached as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24TH day of February 2016.

Submitted and reviewed by:



Geoffrey S. Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit 1

Financial Statements for January 2016

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	32,107,731	15,995,290	49.82%	14,957,911
Toll Revenue-HCTRA-183A	1,678,072	1,405,829	83.78%	937,282
Toll Revenue-NTTA-183A	1,425,660	2,277,000	159.72%	513,221
Toll Revenue-TxTag-Manor	8,014,417	5,324,699	66.44%	4,450,443
Toll Revenue-HCTRA Manor	1,561,572	1,060,524	67.91%	988,415
Toll Revenue-NTTA-Manor	392,459	337,052	85.88%	189,862
Video Tolls 183A	9,541,998	4,683,374	49.08%	3,914,731
Video Tolls Manor Expressway	4,334,167	1,864,504	43.02%	1,351,518
Fee revenue 183A	2,471,500	1,831,487	74.10%	1,159,305
Fee revenue Manor Expressway	885,000	912,942	103.16%	509,072
Total Operating Revenue	62,412,575	35,692,700	57.19%	28,971,759
Other Revenue				
Interest Income	250,000	200,267	80.11%	190,081
Grant Revenue	3,130,258	33,398,383	1066.95%	66,707,423
Reimbursed Expenditures	-	2,849	-	-
Misc Revenue	-	48,322	-	15,959
Total Other Revenue	3,380,258	33,649,821	995.48%	66,913,463
Total Revenue	\$ 65,792,833	\$ 69,342,521	105.40%	95,885,222

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,710,710	1,650,165	60.88%	1,368,951
Part Time Salary Expense	36,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Salary Reserve	40,000	-	0.00%	-
TCDRS	349,552	224,612	64.26%	182,056
FICA	109,682	65,045	59.30%	47,131
FICA MED	34,956	23,959	68.54%	19,964
Health Insurance Expense	232,154	148,131	63.81%	117,233
Life Insurance Expense	6,468	2,515	38.89%	2,543
Auto Allowance Expense	10,200	5,950	58.33%	-
Other Benefits	203,942	131,606	64.53%	101,586
Unemployment Taxes	14,400	244	1.69%	3,243
Total Salaries and Wages	3,751,064	2,252,227	60.04%	1,842,706

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Administrative				
Administrative and Office Expenses				
Accounting	7,500	13,374	178.32%	4,674
Auditing	75,000	36,247	48.33%	51,888
Human Resources	50,000	3,108	6.22%	81,365
IT Services	64,000	20,428	31.92%	35,746
Internet	1,700	3,551	208.91%	824
Software Licenses	76,100	21,520	28.28%	9,256
Cell Phones	13,600	6,528	48.00%	7,141
Local Telephone Service	13,000	6,302	48.48%	8,473
Overnight Delivery Services	850	97	11.42%	44
Local Delivery Services	900	217	24.14%	-
Copy Machine	12,000	8,523	71.03%	6,304
Repair & Maintenance-General	1,000	1,997	199.65%	842
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	2,000	616	30.80%	-
Meeting Expense	15,000	4,056	27.04%	5,022
Public Notices	2,000	-	0.00%	-
Toll Tag Expense	1,700	414	24.34%	792
Parking	3,475	1,833	52.75%	1,818
Mileage Reimbursement	9,600	3,092	32.21%	3,266
Insurance Expense	180,000	71,860	39.92%	53,527
Rent Expense	525,000	261,810	49.87%	221,193
Legal Services	220,000	92,730	42.15%	89,614
Total Administrative and Office Expenses	1,274,675	558,304	43.80%	581,789
Office Supplies				
Books & Publications	5,950	297	5.00%	1,666
Office Supplies	12,000	12,112	100.93%	5,998
Computer Supplies	20,200	10,020	49.60%	8,466
Copy Supplies	2,200	1,279	58.13%	939
Other Reports-Printing	13,000	5,088	39.14%	553
Office Supplies-Printed	2,700	2,743	101.60%	1,073
Misc Materials & Supplies	3,000	387	12.91%	538
Postage Expense	5,850	315	5.39%	374
Total Office Supplies	64,900	32,242	49.68%	19,607

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Communications and Public Relations				
Graphic Design Services	50,000	18,008	36.02%	3,521
Website Maintenance	100,000	12,403	12.40%	2,865
Research Services	50,050	-	0.00%	3,562
Communications and Marketing	250,000	124,768	49.91%	53,184
Advertising Expense	225,200	105,193	46.71%	52,073
Direct Mail	10,000	380	3.80%	190
Video Production	20,000	34,229	171.14%	-
Photography	10,000	8,950	89.50%	-
Radio	10,000	-	0.00%	-
Other Public Relations	27,500	3,500	12.73%	-
Promotional Items	17,500	8,322	47.55%	1,795
Displays	5,000	-	0.00%	-
Annual Report printing	14,000	-	0.00%	-
Direct Mail Printing	11,300	-	0.00%	-
Other Communication Expenses	1,500	646	43.04%	5,349
Total Communications and Public Relations	802,050	316,397	39.45%	122,539
Employee Development				
Subscriptions	1,500	538	35.84%	937
Memberships	37,100	35,447	95.55%	26,473
Continuing Education	4,550	-	0.00%	3,520
Professional Development	12,200	303	2.48%	3,000
Other Licenses	950	430	45.26%	457
Seminars and Conferences	41,000	11,636	28.38%	20,470
Travel	88,000	38,549	43.81%	20,990
Total Employee Development	185,300	86,903	46.90%	75,848

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Financing and Banking Fees				
Trustee Fees	16,000	3,225	20.16%	-
Bank Fee Expense	8,000	3,379	42.24%	3,135
Continuing Disclosure	10,000	-	0.00%	15,647
Arbitrage Rebate Calculation	8,000	3,685	46.06%	7,970
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	14,000	28.00%	13,500
Total Financing and Banking Fees	97,000	24,289	25.04%	40,252
Total Administrative	2,423,925	1,018,134	42.00%	840,035
Operations and Maintenance				
Operations and Maintenance Consulting				
General Engineering Consultant	250,000	-	0.00%	(5,718)
GEC-Trust Indenture Support	142,000	34,604	24.37%	29,728
GEC-Financial Planning Support	10,000	-	0.00%	5,436
GEC-Toll Ops Support	20,000	3,180	15.90%	1,889
GEC-Roadway Ops Support	261,000	244,989	93.87%	169,042
GEC-Technology Support	15,000	35,542	236.94%	-
GEC-Public Information Support	-	11,035	-	679
GEC-General Support	318,000	168,724	53.06%	191,185
General System Consultant	175,000	100,424	57.39%	74,295
Traffic and Revenue Consultant	60,000	56,590	94.32%	22,309
Total Ops and Mtce Consulting	1,251,000	655,087	52.37%	488,846
Road Operations and Maintenance				
Roadway Maintenance	1,800,000	204,629	11.37%	386,674
Landscape Maintenance	110,000	97,326	88.48%	121,908
Signal & Illumination Maint	20,000	48,204	241.02%	43,211
Maintenance Supplies-Roadway	30,000	68,470	228.23%	153
Tools & Equipment Expense	250	475	190.16%	-
Gasoline	6,000	1,185	19.76%	1,507
Repair & Maintenance-Vehicles	1,500	7,150	476.69%	1,882
Roadway Operations	-	521	-	-
Electricity - Roadways	160,000	83,923	52.45%	60,117

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Total Road Operations and Maintenance	2,127,750	511,884	24.06%	615,452
Toll Processing and Collection Expense				
Image Processing	4,527,740	1,114,527	24.62%	1,281,651
Tag Collection Fees	2,823,744	1,701,113	60.24%	1,203,165
Court Enforcement Costs	30,000	6,100	20.33%	13,955
DMV Lookup Fees	4,000	1,177	29.42%	1,664
Total Toll Processing and Collections	7,385,484	2,822,917	38.22%	2,500,435
Toll Operations Expense				
Facility maintenance	-	787	-	67
Generator Maintenance	10,000	3,662	36.62%	4,450
Generator Fuel	6,000	1,291	21.51%	-
Fire and Burglar Alarm	500	247	49.35%	247
Elevator Maintenance	2,800	-	0.00%	-
Refuse	800	467	58.34%	398
Pest Control	1,600	1,835	114.69%	896
Custodial	2,000	1,313	65.63%	1,831
Telecommunications	80,000	42,359	52.95%	46,299
Water	8,000	3,879	48.49%	2,666
Electricity	-	-	0.00%	10,166
Repair & Maintenance Toll Equip	500,000	299,375	59.87%	-
Law Enforcement	265,225	63,948	24.11%	124,940
ETC Maintenance Contract	1,368,000	796,425	58.22%	682,808
ETC Testing	70,000	-	0.00%	-
Total Toll Operations	2,314,925	1,215,587	52.51%	874,768
Total Operations and Maintenance	13,079,159	5,205,475	39.80%	4,479,500
Other Expenses				
Special Projects and Contingencies				
HERO	1,400,000	681,940	48.71%	612,387
Special Projects	200,000	487,047	243.52%	289,985
Other Contractual Svcs	130,000	24,169	18.59%	29,563
Contingency	165,000	12,195	7.39%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2016	Actual Year to Date 1/31/2016	Percent of Budget	Actual PY to Date 1/31/2015
Total Special Projects and Contingencies	1,895,000	1,205,351	63.61%	931,936
Non Cash Expenses				
Amortization Expense	275,000	223,551	81.29%	155,547
Amort Expense - Refund Savings	1,030,000	599,585	58.21%	599,585
Dep Exp- Furniture & Fixtures	5,000	552	11.04%	-
Dep Expense - Equipment	15,000	5,364	35.76%	5,087
Dep Expense - Autos & Trucks	10,000	2,710	27.10%	4,024
Dep Expense-Buildng & Toll Fac	200,000	103,317	51.66%	103,317
Dep Expense-Highways & Bridges	20,000,000	9,830,255	49.15%	9,690,966
Dep Expense-Communic Equip	250,000	114,401	45.76%	114,401
Dep Expense-Toll Equipment	3,000,000	1,605,793	53.53%	1,599,989
Dep Expense - Signs	350,000	190,104	54.32%	188,050
Dep Expense-Land Improvemts	900,000	516,212	57.36%	510,408
Depreciation Expense-Computers	28,000	9,559	34.14%	15,952
Total Non Cash Expenses	26,063,000	13,201,403	50.65%	12,987,325
Total Other Expenses	27,958,000	14,406,754	51.53%	13,919,261
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	200,000	124,546	62.27%	124,546
Interest Expense	44,660,046	24,369,248	54.57%	24,026,542
Community Initiatives	65,000	35,000	53.85%	46,000
Total Non Operating Expense	44,925,046	24,528,795	54.60%	24,197,088
Total Expenses	\$ 92,137,194	\$ 47,411,385	51.46%	\$ 45,278,591
Net Income	\$ (26,344,361)	\$ 21,931,136		\$ 50,606,631

Central Texas Regional Mobility Authority

Balance Sheet

as of 1/31/2016

as of 1/31/2015

Assets

Current Assets

Cash

Regions Operating Account	\$622,371	\$1,143,273
Cash In TexSTAR	581,716	680,992
Regions Payroll Account	151,661	312,680

Restricted Cash

Fidelity Govt MMA	534,239,504	237,507,791
Restricted Cash-TexStar	7,224,443	8,102,865
Overpayments account	125,680	68,437

Total Cash and Cash Equivalents

542,945,374	247,816,038
-------------	-------------

Accounts Receivable

Accounts Receivable	14,485	264,892
Due From TTA	608,906	335,793
Due From NTTA	390,036	241,724
Due From HCTRA	342,604	238,546
Due From TxDOT	1,383,857	8,246,287
Interest Receivable	66,208	103,840

Total Receivables

2,806,095	9,431,082
-----------	-----------

Short Term Investments

Certificates of Deposit	-	5,000,000
Agencies	42,419,346	20,796,759

Total Short Term Investments

42,419,346	25,796,759
------------	------------

Total Current Assets

588,170,815	283,043,879
-------------	-------------

Total Construction In Progress

224,144,262	106,627,465
-------------	-------------

Fixed Assets (Net of Depreciation)

Computers	47,022	65,574
Computer Software	1,297,068	1,030,731
Furniture and Fixtures	16,003	-
Equipment	(1,992)	5,783
Autos and Trucks	23,490	3,449
Buildings and Toll Facilities	5,541,451	5,729,459
Highways and Bridges	615,361,730	612,304,611
Communication Equipment	300,136	457,602
Toll Equipment	18,405,127	21,019,776
Signs	11,392,144	11,575,697
Land Improvements	11,877,596	12,559,399
Right of Way	86,849,829	85,152,004
Leasehold Improvements	169,334	179,309

Total Fixed Assets

751,278,939	750,083,396
-------------	-------------

Other Assets

Intangible Assets-Net	12,300,838	13,328,698
2005 Bond Insurance Costs	4,803,935	5,017,444
Prepaid Insurance	94,789	60,446

Total Other Assets

17,199,563	18,406,588
------------	------------

Total Assets

<u><u>\$1,580,793,580</u></u>	<u><u>\$1,158,161,328</u></u>
-------------------------------	-------------------------------

Central Texas Regional Mobility Authority

Balance Sheet

as of 1/31/2016

as of 1/31/2015

Liabilities

Current Liabilities

Accounts Payable	\$1,130,959		\$1,924,094
Construction Payable-Maha Loop	3,199,728		7,460,143
Overpayments	127,819		70,214
Interest Payable	4,754,789		3,319,623
Due to Other Funds	113,194		-
TCDRS Payable	57,062		39,918
Medical Reimbursement Payable	2,160		-
Due to Other Entities	713,490		1,063,018
Other	650,000		-

Total Current Liabilities		10,749,200		13,877,011
----------------------------------	--	-------------------	--	-------------------

Long Term Liabilities

Accrued Vac & Sick Leave Payable	189,089		189,089	
Total Long Term Payables		189,089		189,089

Bonds Payable

Senior Lien Revenue Bonds:				
Senior Lien Revenue Bonds 2010	114,036,940		110,136,529	
Senior Lien Revenue Bonds 2011	309,157,840		308,361,083	
Senior Refunding Bonds 2013	147,880,000		182,555,000	
Senior Lien Revenue Bonds 2015	298,790,000		-	
Senior Lien Put Bnd 2015	68,785,000		-	
Sn Lien Rev Bnd Prem/Disc 2010	29,387		69,631	
Sn Lien Rev Bnd Prem/Disc 2011	(3,315,401)		(3,494,777)	
Sn Lien Rev Bnd Prem/Disc 2013	12,909,612		15,288,304	
Sn Lien Revenue Bnd Prem 2015	23,668,902		-	
Sn Lien Put Bnd Prem 2015	8,229,591		-	
Total Senior Lien Revenue Bonds		980,171,871		612,915,770

Sub Lien Revenue Bonds:				
Subordinated Lien Bond 2011	70,000,000		70,000,000	
Sub Refunding Bnds 2013	102,030,000		102,530,000	
Sub Lien Bond 2011 Prem/Disc	(1,731,885)		(1,829,866)	
Sub Refunding 2013 Prem/Disc	3,016,155		3,502,585	
Tot Sub Lien Revenue Bonds		173,314,270		174,202,719

Other Obligations

TIFIA Note 2015	50,236		-	
SIB Loan 2015	25,034		-	
State Highway Fund Loan 2015	25,034		-	
2011 Regions Draw Down Note	0		1,730,258	
2013 American Bank Loan	5,300,000		5,300,000	
Total Other Obligations		5,400,304		7,030,258

Total Long Term Liabilities		1,159,075,534		794,337,835
------------------------------------	--	----------------------	--	--------------------

Total Liabilities		1,169,824,734		808,214,846
--------------------------	--	----------------------	--	--------------------

Net Assets

Contributed Capital		35,847,060		35,847,060
Net Assets Beginning		353,190,651		263,492,791
Current Year Operations		21,931,136		50,606,631
Total Net Assets		410,968,846		349,946,482

Total Liabilities and Net Assets		\$1,580,793,580		\$1,158,161,328
---	--	------------------------	--	------------------------

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2016
as of January 31, 2016

Cash flows from operating activities:

Receipts from toll fees	\$36,023,327
Receipts from Department of Transportation	
Receipts from other fees	51,171
Receipts from interest income	
Payments to vendors	(7,808,034)
Payments to employees	(2,247,643)
Net cash flows provided by (used in) operating activities	<u>26,018,822</u>

Cash flows from capital and related financing activities:

Proceeds from bonds	397,743,235
Receipts from Department of Transportation	44,216,033
Payments on interest	(73,193,287)
Acquisitions of construction in progress	(104,686,286)
Net cash flows provided by (used in) capital and related financing activities	<u>264,079,696</u>

Cash flows from investing activities:

Interest income	197,761
Purchase of investments	(44,536,674)
Proceeds from sale or maturity of investments	30,322,732
Net cash flows provided by (used in) investing activities	<u>(14,016,181)</u>

Net increase (decrease) in cash and cash equivalents 276,082,337

Cash and cash equivalents at beginning of period	<u>259,056,878</u>
Cash and cash equivalents at end of January	<u><u>\$535,139,215</u></u>

Reconciliation of change in net assets to net cash provided by operating activities:

Operating income	<u>\$12,654,576</u>
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	12,378,267
Changes in assets and liabilities:	
Decrease in accounts receivable	381,799
(Increase) decrease in prepaid expenses and other assets	(71,659)
(Increase) in non-cash revenue (due from other agencies)	
(Decrease) increase in accounts payable	(1,068,988)
Increase (decrease) in accrued expenses	921,692
(Decrease) increase in Deferred Revenue	
(Increase) in deferred inflow of resources	823,136
Total adjustments	<u>13,364,246</u>
Net cash flows provided by (used in) operating activities	<u><u>\$26,018,822</u></u>

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$899,712
Restricted cash and cash equivalents	<u>534,239,504</u>
Total	<u><u>\$535,139,215</u></u>

INVESTMENTS by FUND

		Balance			
		January 31, 2016			
Renewal & Replacement Fund				TexSTAR	7,806,158.56
	TexSTAR	3,110.55		CD's	-
	Regions Sweep	688,001.62		Regions Sweep	531,205,960.16
	Agencies		691,112.17	Agencies	17,488,688.67
TxDOT Grant Fund					
	TexSTAR	82,295.93			\$ 556,500,807.39
	Regions Sweep	9,453,887.88			
	CD's				
	Agencies		9,536,183.81		
Senior Debt Service Reserve Fund					
	TexSTAR	590,759.56			
	Regions Sweep	38,743,348.42			
	Agencies	17,488,688.67	56,822,796.65		
Senior Debt Service Reserve 2015					
	Regions Sweep	1,274.88	1,274.88		
2010 Senior Lien DSF					
	Regions Sweep	421,619.15			
	TexSTAR	-	421,619.15		
2011 Debt Service Acct					
	Regions Sweep	4,980,023.61	4,980,023.61		
2013 Sr Debt Service Acct					
	Regions Sweep	968,320.90	968,320.90		
2013 Sub Debt Service Account					
	Regions Sweep	467,492.13	467,492.13		
2015 Sr Capitalized Interest					
	Regions Sweep	75,455,675.38	75,455,675.38		
2015B Debt Service Account					
	Regions Sweep	286,619.74	286,619.74		
2011 Sub Debt DSRF					
	Regions Sweep	7,068,648.37			
	CD's		7,068,648.37		
2011 Sub DSF					
	Regions Sweep	600.02	600.02		
Operating Fund					
	TexSTAR	581,715.62			
	TexSTAR-Trustee	2,372,161.39			
	Regions Sweep	-	2,953,877.01		
Revenue Fund					
	Regions Sweep	2,650,125.42	2,650,125.42		
General Fund					
	TexSTAR	53.78			
	Regions Sweep	28,305,822.13			
	Agencies		28,305,875.91		
2013 Sub Debt Service Reserve Fund					
	Regions Sweep	8,462,448.77			
	Agencies		8,462,448.77		
MoPac Construction Fund					
	Regions Sweep	76,909,694.86	76,909,694.86		
2010 Senior Lien Construction Fund					
	Regions Sweep	0.00	0.00		
2011 Sub Debt Project fund					
	TexSTAR	4,176,061.73			
	Agencies				
	Regions Sweep	11,735,476.89	15,911,538.62		
2015B Project Account					
	Regions Sweep	40,004,712.44	40,004,712.44		
2015A Project Account					
	Regions Sweep	185,435,206.71	185,435,206.71		
2015 TIFIA Project Account					
	Regions Sweep	183.29	183.29		
2015 State Highway Fund Project Account					
	Regions Sweep	1.37	1.37		
2015 SIB Project Account					
	Regions Sweep	1.37	1.37		
2011 Sr Financial Assistance Fund					
	Regions Sweep	29,276,640.04	29,276,640.04		
2011 Senior Lien Project Fund					
	Regions Sweep	299,160.55			
	Agencies		299,160.55		
2015 Regions Bank Loan					
	Regions Sweep	0.00	0.00		
45SW Trust Account Hays County					
	Regions Sweep	86,718.97	86,718.97		
45SW Trust Account Travis County					
	Regions Sweep	9,504,255.25	9,504,255.25		
			<u>9,504,255.25</u>		
			<u>\$ 556,500,807.39</u>		

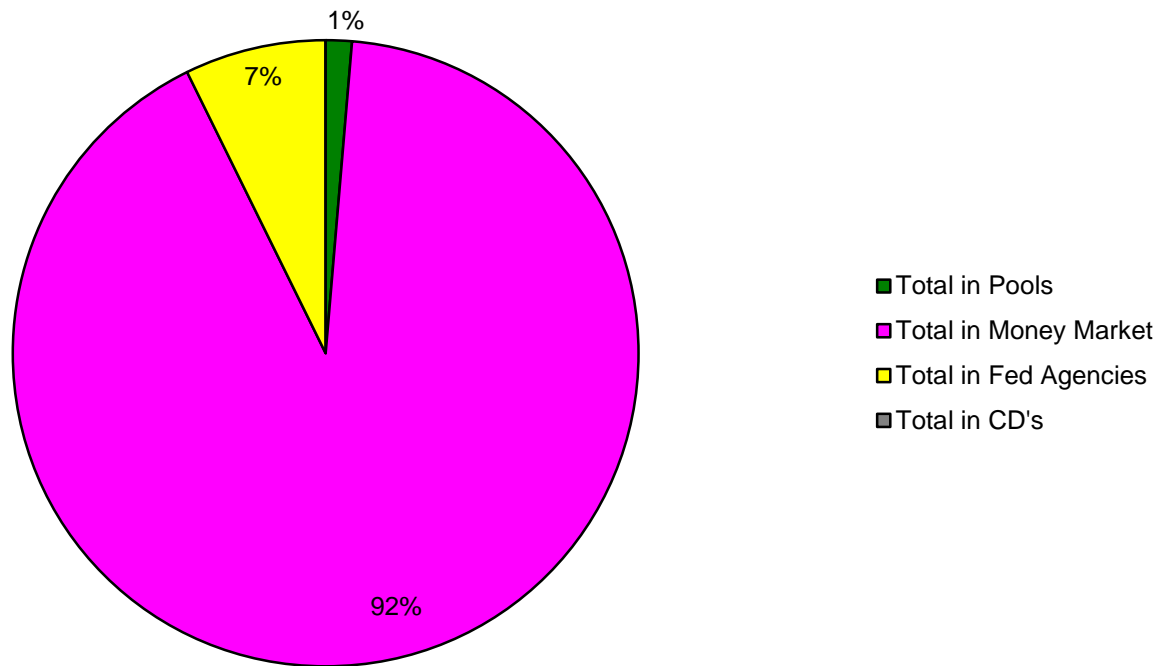
CTRMA INVESTMENT REPORT

	Month Ending 1/31/16					Rate Jan 16	
	Balance 1/1/2016	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 1/31/2016
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,175,099.75			961.98		4,176,061.73	0.242%
General Fund	53.78					53.78	0.242%
Trustee Operating Fund	2,071,675.10	1,300,000.00		486.29	1,000,000.00	2,372,161.39	0.242%
Renewal and Replacement	3,109.85			0.70		3,110.55	0.242%
TxDOT Grant Fund	82,276.98			18.95		82,295.93	0.242%
Senior Lien Debt Service Reserve Fund	590,623.47			136.09		590,759.56	0.242%
	6,922,838.93	1,300,000.00		1,604.01	1,000,000.00	7,224,442.94	
Amount in TexStar Operating Fund	681,574.26	1,000,000.00		141.36	1,100,000.00	581,715.62	0.242%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,300,000.00			1,300,000.00	0.00	0.100%
45SW Trust Account Travis County	11,191,994.77			953.27	1,688,692.79	9,504,255.25	0.100%
45SW Trust Account Hays County	86,711.48			7.49		86,718.97	0.100%
2015A Project Account	193,191,619.20	361.61		16,745.35	7,773,519.45	185,435,206.71	0.100%
2015B Project Account	40,001,315.07			3,397.37		40,004,712.44	0.100%
2015 State Highway Fund Project Acct	0.89			0.48		1.37	0.100%
2015 TIFIA Project Account	182.32			0.97		183.29	0.100%
2015 SIB Project Account	0.89			0.48		1.37	0.100%
2011 Sub Lien Project Acct	11,745,385.55			1,551.36	11,460.02	11,735,476.89	0.100%
2011 Senior Lien Project Acct	299,135.14			25.41		299,160.55	0.100%
2011 Sr Financial Assistance Fund	33,456,798.50			2,841.54	4,183,000.00	29,276,640.04	0.100%
2010 Senior DSF	1,717,828.06	421,181.17		134.92	1,717,525.00	421,619.15	0.100%
2011 Senior Lien Debt Service Acct	8,949,572.94	4,976,316.53		740.39	8,946,606.25	4,980,023.61	0.100%
2011 Sub Debt Service Fund	2,362,914.43			185.59	2,362,500.00	600.02	0.100%
2013 Senior Lien Debt Service Acct	8,491,263.84	965,235.82		696.24	8,488,875.00	968,320.90	0.100%
2013 Subordinate Debt Service Acct	3,063,848.32	466,651.57		242.24	3,063,250.00	467,492.13	0.100%
2015 Sr Capitalized Interest	77,192,061.01			6,556.04	1,742,941.67	75,455,675.38	0.100%
2015 Capitalized Interest Subaccount	0.00	1,742,941.67			1,742,941.67	0.00	0.100%
2015 Regions Bank Loan	361.60			0.01	361.61	0.00	0.100%
2015A Debt Service Acct	401,245.83			18.69	401,264.52	0.00	0.100%
2015B Debt Service Acct	0.00	687,865.57			401,245.83	286,619.74	0.100%
TxDOT Grant Fund	9,453,085.02			802.86		9,453,887.88	0.100%
Renewal and Replacement	687,943.19			58.43		688,001.62	0.100%
Revenue Fund	2,258,118.86	5,539,593.53		169.85	5,147,756.82	2,650,125.42	0.100%
General Fund	29,943,853.67	635,332.38		2,516.06	2,275,879.98	28,305,822.13	0.100%
2011 Sub Debt Service Reserve Fund	7,068,048.07			600.30		7,068,648.37	0.100%
Senior Lien Debt Service Reserve Fund	63,663,562.26	90,000.00		4,132.16	25,014,346.00	38,743,348.42	0.100%
Senior Lien Debt Service Reserve 2015	0.00			1,274.88		1,274.88	0.100%
2013 Sub Debt Service Reserve Fund	8,461,730.10			718.67		8,462,448.77	0.100%
MoPac Managed Lane Construction Fund	79,292,202.93			7,216.48	2,389,724.55	76,909,694.86	0.100%
	592,980,783.94	16,825,479.85	0.00	51,587.53	78,651,891.16	531,205,960.16	
Amount in Fed Agencies and Treasuries							
Amortized Principal	17,490,591.35	24,928,346.00	408.74			42,419,346.09	
	17,490,591.35	24,928,346.00				42,419,346.09	
Certificates of Deposit						0.00	
Total in Pools	7,604,413.19	2,300,000.00		1,745.37	2,100,000.00	7,806,158.56	
Total in Money Market	592,980,783.94	16,825,479.85		51,587.53	78,651,891.16	531,205,960.16	
Total in Fed Agencies	17,490,591.35	24,928,346.00	408.74		0.00	42,419,346.09	
Total Invested	618,075,788.48	44,053,825.85	408.74	53,332.90	80,751,891.16	581,431,464.81	

All Investments in the portfolio are in compliance with the CTRMA's Investment policy.

William Chapman, CFO

Allocation of Funds



Amount of investments As of January 31, 2016

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Fannie Mae	3135G0VA8	5,003,500.00	5,000,269.23	5,001,150.00	0.0468%	1/23/2014	3/1/3016	Senior DSRF
Federal Home loan Bank	3130A4MN9	2,499,600.00	2,499,900.00	2,499,800.00	0.3650%	3/11/2015	4/6/2016	Senior DSRF
Farmer Mac	31315PV55	2,501,200.00	2,500,650.00	2,503,600.00	0.7751%	3/11/2015	2/23/2017	Senior DSRF
Federal Farm Credit	3133ECA79	4,959,250.00	4,970,569.44	4,991,550.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Northeast Texas ISD	659155HF6	2,534,600.00	2,517,300.00	2,517,750.00	0.6010%	8/3/2015	8/1/2016	Senior DSRF
Federal Farm Credit	3133EE4K3	24,928,346.00	24,930,657.42	24,975,500.00	0.7200%	1/13/2016	7/21/2017	Senior DSRF
		<u>42,426,496.00</u>	<u>42,419,346.09</u>	<u>42,489,350.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	1/31/2016		Interest Income January 31, 2016		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Fannie Mae	3135G0VA8	5,003,500.00	3,230.77	5,000,269.23	5,000,000.00	2,083.33	(134.62)	1,948.71
Federal Home loan Bank	3130A4MN9	2,499,600.00	(300.00)	2,499,900.00	2,500,000.00	729.17	33.33	762.50
Farmer Mac	31315PV55	2,501,200.00	550.00	2,500,650.00	2,500,000.00	1,666.67	(50.00)	1,616.67
Federal Farm Credit	3133ECA79	4,959,250.00	(11,319.44)	4,970,569.44	5,000,000.00	3,916.67	1,131.94	5,048.61
Northeast Texas ISD	659155HF6	2,534,600.00	17,300.00	2,517,300.00	2,500,000.00	4,166.67	(2,883.33)	1,283.34
Federal Farm Credit	3133EE4K3	24,928,346.00	(2,311.42)	24,930,657.42	2,500,000.00	4,000.00	2,311.42	6,311.42
		<u>42,426,496.00</u>	<u>7,149.91</u>	<u>42,419,346.09</u>	<u>20,000,000.00</u>	<u>16,562.51</u>	<u>408.74</u>	<u>16,971.25</u>

January 31, 2016

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	January 31, 2016 Interest	FUND
		-				\$ -	

Travis County Escrow account				
Balance		Accrued		Balance
1/1/2016	Additions	Interest	Withdrawals	1/31/2016
\$ 3,071,734.72		\$ 265.58	\$ 38,456.95	\$ 3,033,543.35



Monthly Newsletter - January 2016

Performance

As of January 31, 2016

Current Invested Balance	\$5,856,455,946.61
Weighted Average Maturity (1)	44 Days
Weighted Average Maturity (2)	84 Days
Net Asset Value	0.999964
Total Number of Participants	797
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$1,471,479.09
Management Fee Collected	\$227,870.46
% of Portfolio Invested Beyond 1 Year	4.11%
Standard & Poor's Current Rating	AAAm

January Averages

Average Invested Balance	\$5,380,424,745.92
Average Monthly Yield, on a simple basis	0.2713%
Average Weighted Average Maturity (1)*	41 Days
Average Weighted Average Maturity (2)*	79 Days

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

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

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

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

Change of Address

TexSTAR Participant Services has moved effective **January 22, 2016**. Please use our new address listed below when sending any correspondence to TexSTAR. In addition, please provide this new address to your auditors for any audit confirmations they may send to TexSTAR regarding your account. There will be no changes to our phone numbers, fax number or website address.

New Address:
TexSTAR Participant Services
1201 Elm Street, Suite 3500
Dallas, Texas 75270

Holiday Reminder

In observance of Presidents' Day, **TexSTAR will be closed Monday, February 15, 2016**. All ACH transactions initiated on Friday, February 12th will settle on Tuesday, February 16th.

Economic Commentary

It was a tumultuous start to 2016 for global markets as equity prices tumbled for much of the first 2 weeks. In the U.S., The Dow Jones Industrial Average and the S&P 500 were down more than 8% during that time. China devalued its currency; oil prices sank below \$29 a barrel for the first time in 12 years; and global growth concerns continued to discourage investors. The ensuing flight to quality and risk-off sentiment prompted U.S. Treasury yields to rally across the board. Excess supply continued to be the main driver for the decline in oil prices in addition to softer global growth and a stronger U.S. dollar. The Federal Open Market Committee (FOMC) met in January and decided to keep the federal funds rate unchanged. The statement was upbeat with regard to demand and employment yet disappointing on prospects for growth and inflation and added to those concerns by highlighting that they were "closely monitoring global economic and financial developments". This was viewed as slightly dovish as short term rates rallied and the market lowered its probability of additional tightening this year.

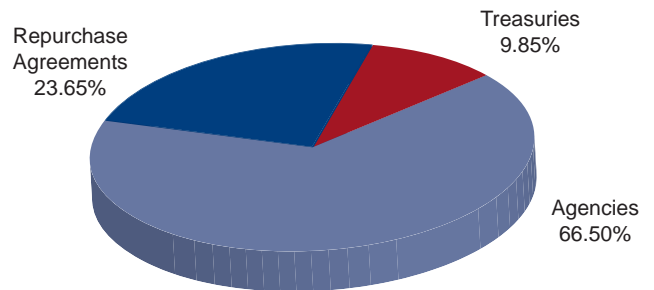
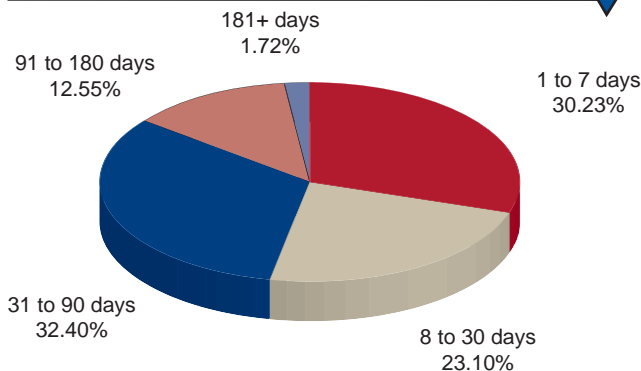
The service and housing sectors are expected to remain the chief source of growth in the U.S. in 2016, as labor markets continue to heal and wages finally begin to accelerate. The consumer will need to be supplemented by business investment as the year progresses to achieve a more balanced cyclical upswing and an above trend growth rate. Despite the upcoming presidential elections, delayed fiscal stimulus from government spending will increase at both federal and local levels from a federal budget agreement and long term transportation bill. Early indicators suggest that cost reductions from the Affordable Care Act are expiring and out of pocket expenses to the consumer will likely increase in 2016. On the other hand, the consumer will benefit from lower gas prices at the pump. The recent market volatility and U.S. dollar strength is likely to restrain the Fed, forcing it to take a more cautious approach to tightening. Currently the consensus is for two rate hikes in 2016, but see some downside risk to this outlook.

This information is an excerpt from an economic report dated January 2016 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

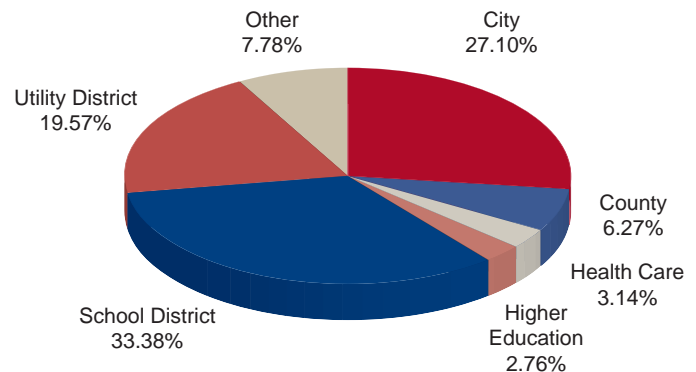
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of January 31, 2016



Portfolio by Maturity As of January 31, 2016



Distribution of Participants by Type As of January 31, 2016

Historical Program Information

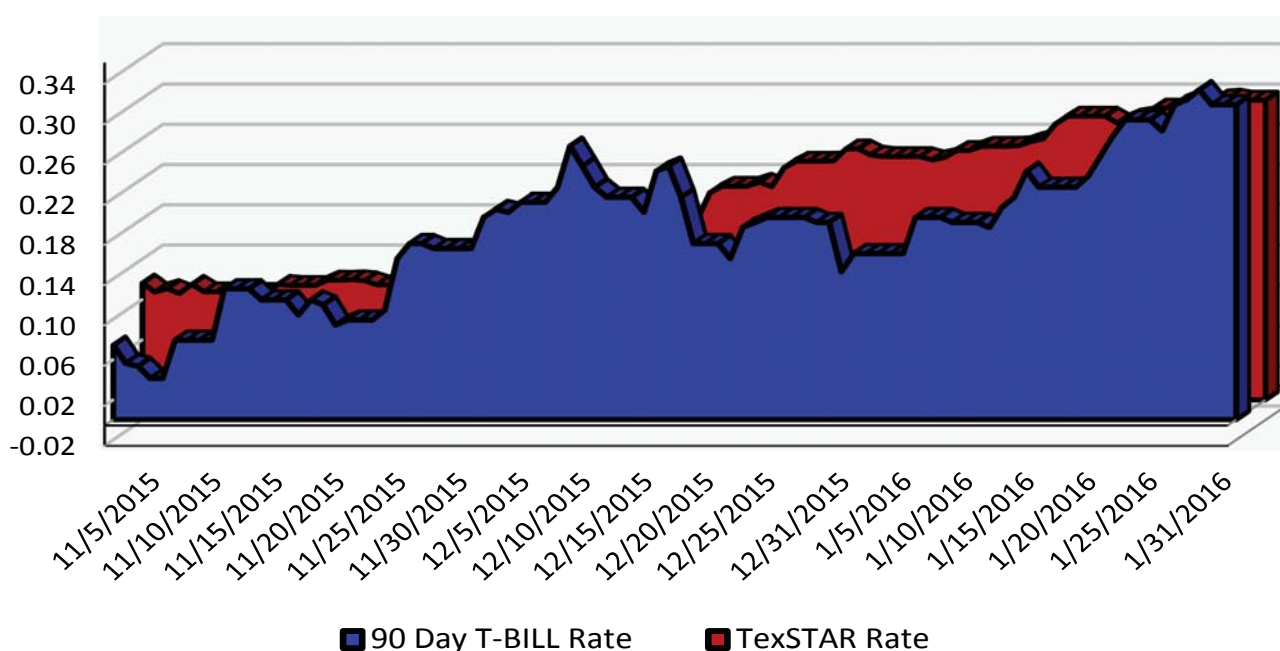
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jan 16	0.2713%	\$5,856,455,946.61	\$5,856,245,669.97	0.999964	41	79	797
Dec 15	0.1868%	5,077,006,074.74	5,076,619,261.50	0.999915	45	75	797
Nov 15	0.1155%	4,985,405,721.88	4,985,138,368.79	0.999946	48	80	797
Oct 15	0.1099%	5,137,746,592.55	5,138,104,083.30	1.000066	45	72	796
Sep 15	0.0994%	5,171,964,839.33	5,172,390,234.79	1.000082	46	62	796
Aug 15	0.0823%	5,444,712,315.25	5,444,863,919.29	1.000027	47	60	796
Jul 15	0.0722%	5,191,663,669.11	5,192,008,905.67	1.000063	50	63	795
Jun 15	0.0719%	5,113,377,874.72	5,113,798,319.64	1.000082	52	68	794
May 15	0.0643%	5,481,487,398.04	5,481,958,268.19	1.000085	52	70	794
Apr 15	0.0701%	5,578,041,120.52	5,578,486,668.16	1.000079	52	74	793
Mar 15	0.0604%	5,532,363,738.20	5,532,642,521.32	1.000050	52	76	792
Feb 15	0.0548%	6,025,452,923.84	6,025,900,171.82	1.000073	49	74	792

Portfolio Asset Summary as of January 31, 2016

	Book Value	Market Value
Uninvested Balance	\$ 281,293,597.29	\$ 281,293,597.29
Accrual of Interest Income	577,954.18	577,954.18
Interest and Management Fees Payable	(1,556,455.47)	(1,556,455.47)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,385,123,999.76	1,385,123,999.76
Government Securities	4,191,016,850.85	4,190,806,574.21
Total	\$ 5,856,455,946.61	\$ 5,856,245,669.97

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

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment 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 January 2016

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1/1/2016	0.2417%	0.000006621	\$5,077,006,074.74	0.999915	40	68
1/2/2016	0.2417%	0.000006621	\$5,077,006,074.74	0.999915	40	68
1/3/2016	0.2417%	0.000006621	\$5,077,006,074.74	0.999915	40	68
1/4/2016	0.2383%	0.000006530	\$5,078,417,281.25	0.999921	40	68
1/5/2016	0.2409%	0.000006601	\$5,176,114,394.43	0.999919	38	69
1/6/2016	0.2478%	0.000006789	\$5,201,213,284.03	0.999913	42	73
1/7/2016	0.2478%	0.000006789	\$5,155,993,834.13	0.999926	42	73
1/8/2016	0.2519%	0.000006901	\$5,192,927,369.32	0.999927	39	74
1/9/2016	0.2519%	0.000006901	\$5,192,927,369.32	0.999927	39	74
1/10/2016	0.2519%	0.000006901	\$5,192,927,369.32	0.999927	39	74
1/11/2016	0.2525%	0.000006918	\$5,223,801,929.47	0.999921	41	78
1/12/2016	0.2566%	0.000007031	\$5,273,449,582.12	0.999931	41	79
1/13/2016	0.2595%	0.000007110	\$5,297,191,510.35	0.999927	43	81
1/14/2016	0.2743%	0.000007515	\$5,257,587,605.02	0.999931	43	84
1/15/2016	0.2819%	0.000007722	\$5,276,733,423.57	0.999943	40	80
1/16/2016	0.2819%	0.000007722	\$5,276,733,423.57	0.999943	40	80
1/17/2016	0.2819%	0.000007722	\$5,276,733,423.57	0.999943	40	80
1/18/2016	0.2819%	0.000007722	\$5,276,733,423.57	0.999943	40	80
1/19/2016	0.2750%	0.000007533	\$5,442,187,537.20	0.999939	39	81
1/20/2016	0.2801%	0.000007673	\$5,508,237,885.08	0.999970	42	86
1/21/2016	0.2819%	0.000007723	\$5,503,055,281.81	0.999966	42	85
1/22/2016	0.2899%	0.000007942	\$5,495,109,844.16	0.999965	40	83
1/23/2016	0.2899%	0.000007942	\$5,495,109,844.16	0.999965	40	83
1/24/2016	0.2899%	0.000007942	\$5,495,109,844.16	0.999965	40	83
1/25/2016	0.2944%	0.000008067	\$5,514,447,582.11	0.999961	43	85
1/26/2016	0.2911%	0.000007974	\$5,630,802,865.01	0.999958	43	83
1/27/2016	0.2989%	0.000008190	\$5,731,858,302.25	0.999959	46	86
1/28/2016	0.2998%	0.000008213	\$5,827,376,850.36	0.999962	47	87
1/29/2016	0.2978%	0.000008159	\$5,856,455,946.61	0.999964	44	84
1/30/2016	0.2978%	0.000008159	\$5,856,455,946.61	0.999964	44	84
1/31/2016	0.2978%	0.000008159	\$5,856,455,946.61	0.999964	44	84
Average	0.2713%	0.000007433	\$5,380,424,745.92		41	79

TexSTAR Participant Services
FirstSouthwest, A Division of Hilltop Securities
1201 Elm Street, Suite 3500
Dallas, Texas 75270



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>David Medanich</i>	<i>FirstSouthwest / Hilltop Securities</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>City of Allen</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<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>

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



J.P.Morgan
Asset Management