

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

**RESOLUTION NO. 10-93**

**Approve the Request for Detailed Proposals (“RFDP”) to Develop  
the US 290 East Toll Project (“Manor Expressway”)**

WHEREAS, Subchapter G of the Texas Transportation Code authorizes CTRMA to develop the 290 East Turnpike Project (the “Project”) through the use of a design/build comprehensive development agreement (“D/B CDA”); and

WHEREAS, the CTRMA has adopted policies for the procurement of a D/B CDA that conform to state law; and

WHEREAS, by Resolution 10-22 approved on March 31, 2010, and in accordance with those procurement policies and state law, the Board of Directors authorized the Executive Director to issue a Request for Qualifications (“RFQ”) to solicit qualifications submittals from teams interested in pursuing the development of the Project through a D/B CDA with CTRMA; and

WHEREAS, by Resolution 10-71 approved on July 28, 2010, the Board of Directors approved and identified a shortlist of four of the RFQ respondents eligible to proceed with the procurement process to develop the Project through a D/B CDA, and authorized the Executive Director to proceed with preparing and releasing a draft request for detailed proposals (“RFDP”) for development of the Project through a design/build CDA to each of the short-listed teams for industry review and comment; and

WHEREAS, the draft RFDP includes at Section 6.6 of its “Instructions to Proposers” the specific terms and conditions for payment by CTRMA of Two Hundred Fifty Thousand Dollars (\$250,000.00) for work product from each unsuccessful proposer responding to the RFDP, in accordance with and pursuant to Resolution 10-72 approved on July 28, 2010; and

WHEREAS, the draft RFDP prepared by CTRMA has been reviewed by the shortlisted RFQ respondents and their comments have been received, discussed, and considered; and

WHEREAS, the final draft version of the RFDP has been provided to the appropriate officials at the Texas Department of Transportation (“TxDOT”) and the Federal Highway Administration (“FHWA”) for review and approval, as required by law; and

WHEREAS, the Executive Director has recommended that the Board approve the final draft of the RFDP, subject to any revisions required by and for approval of the RFDP by FHWA;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the RFDP in the form as it was provided on September 27, 2010, to TxDOT and FHWA for review and approval, a true copy of which is and shall be kept on file with the official records CTRMA; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to revise the approved RFDP as may be necessary or desirable to obtain its approval by TxDOT and FHWA; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized and directed to release the RFDP to the shortlisted RFQ respondents after FHWA notifies CTRMA that it has approved the RFDP; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to issue amendments to the RFDP after its release to the shortlisted RFQ respondents, as he deems necessary or desirable to continue the D/B CDA procurement process and implement the Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of October, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-93  
Date Passed 10/27/10



CENTRAL TEXAS  
Regional Mobility Authority

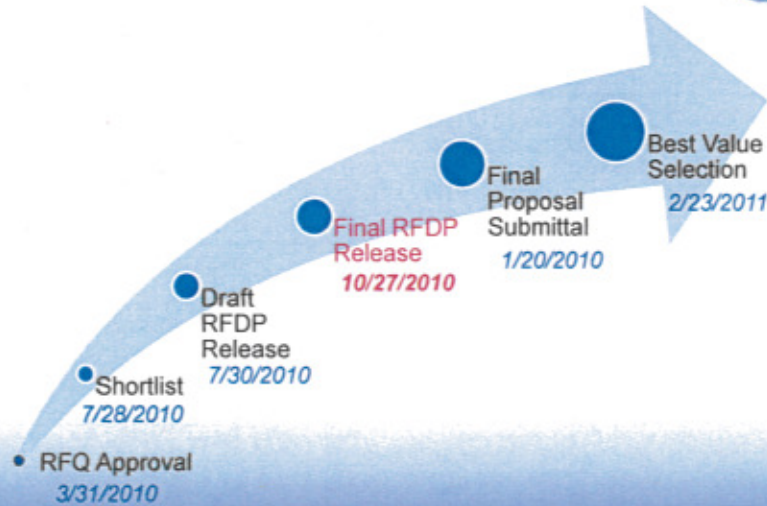
## Manor Expressway D/B CDA Procurement

Approval to Release Final RFDP

October 27, 2010



### Procurement Process



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

**RESOLUTION NO. 10-94**

**Approve Supplemental Agreement No. 1 to Work Authorization No. 2 with HNTB Corporation to Extend the Expiration Date for 183A Shared Use Path Project Services**

WHEREAS, CTRMA contracts with HNTB Corporation as a General Engineering Consultant ("GEC") pursuant to an Agreement for General Consulting Engineering Services dated December 23, 2009 (the "GEC Agreement"); and

WHEREAS, the Board approved Work Authorization No. 2 with the GEC by Resolution No. 09-74 approved on November 18, 2009, relating to the design and engineering work for the 183A Shared Use Path Project extending from Brushy Creek north to FM 1431 (the "Project"); and

WHEREAS, that Work Authorization No. 2 expires by its terms on December 23, 2010, and needs to be extended for an additional one-year period.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplemental Agreement No. 1 to Work Authorization No. 2 with HNTB Corporation as set forth in Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute on behalf of CTRMA Supplemental No. 1 to Work Authorization No. 2 in the form or substantially the same form as Attachment "A",

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of October, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-94  
Date Passed 10/27/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 10-94**

**Supplemental Agreement No. 1 to Work Authorization No. 2 with HNTB Corporation**

**WORK AUTHORIZATION SUPPLEMENT**

**WORK AUTHORIZATION NO. 2.0**

**SUPPLEMENT NO. 1**

This Supplement No. 1 to Work Authorization No. 2.0 dated December 23, 2009, is made as of this \_\_\_\_ day of October, 2010, 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 ("Authority") and **HNTB Corporation** ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

***Shared-Use Path  
Construction Engineering & Inspection and Construction Management Services***

The following terms and conditions of Work Authorization No. 2.0 are hereby amended, as follows:

**Section B. – Schedule**

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

Services shall be provided as requested by Authority, from the effective date of this Supplement through the estimated end date of December 23, 2011.

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEC:**

**HNTB Corporation**

By: \_\_\_\_\_

Name: Richard L. Ridings, P.E.

Title: Vice President

Date: \_\_\_\_\_

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

**RESOLUTION NO. 10-95**

**Approve Work Authorization No. 7.0 with HNTB Corporation  
for Development of the South Brushy Creek Pedestrian Bridge Project  
as Part of the Shared Use Path for the 183A Project**

WHEREAS, CTRMA contracts with HNTB Corporation as a General Engineering Consultant ("GEC") pursuant to an Agreement for General Consulting Engineering Services dated December 23, 2009 (the "GEC Agreement"); and

WHEREAS, CTRMA desires to engage the GEC to provide additional services related to a pedestrian bridge, to include without limitation professional services and deliverables for the study, project development, design, and construction phase services for the South Brushy Creek Bridge for the trail system under the TxDOT Enhancement Program; and

WHEREAS, it is necessary that the Board of Directors approve Work Authorization No. 7.0 and its execution by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Work Authorization No. 7.0 with HNTB Corporation and the compensation therefore as set forth in Attachment "A"; and

BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute on behalf of CTRMA Work Authorization No. 7.0 in the form or substantially the same form as Attachment "A",

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of October, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-95  
Date Passed 10/27/10

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 10-88**

**PROPOSED CHANGE ORDER NO. 5 TO CONTRACT NO. 10183A24601C**



## APPENDIX D

### WORK AUTHORIZATION

#### WORK AUTHORIZATION NO. 7.0

This Work Authorization is made as of this 5th day of November, 2010, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23<sup>rd</sup>, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **HNTB Corporation** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

#### *South Brushy Creek Pedestrian Bridge Project under the TxDOT Enhancement Program*

##### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*Please reference Attachment A – Scope of Work*

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

*N/A*

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

*Please reference Attachment A – Scope of Work*

##### **Section B. - Schedule**

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

*Services defined herein are expected to be substantially complete within thirty (30) months from the date this Work Authorization 7.0 becomes effective. This Work Authorization 7.0 will not expire until all tasks associated with the Scope of Services are complete.*

##### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$194,164** based on a Cost Plus fee listed in Attachment B – Fee Estimate. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with

the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

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

**Section D. - Authority's Responsibilities**

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

*N/A*

**Section E. - Other Provisions**

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

*N/A*

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEC:**

**HNTB Corporation**

By: \_\_\_\_\_

Name: Richard L. Ridings

Title: Vice President

Date: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF SERVICES**

### **WORK AUTHORIZATION NO. 7**

#### **SERVICES TO BE PROVIDED BY the GENERAL ENGINEERING CONSULTANT (GEC)**

##### **General**

The services to be performed by the GEC will include, but not be limited to, professional services and deliverables for various tasks related to the study, project development, and construction phase services for the South Brushy Creek Pedestrian Bridge under the TxDOT Enhancement Program. The limits of the services are from the southern end of the 183A Shared Use Path across South Brushy Creek to the Williamson County Regional Trail. GEC does not guarantee that proposals, bids, or actual project costs will not vary from GEC's cost estimates and will not vary from GEC's projected schedules.

##### **1.0 PROJECT MANAGEMENT & ADMINISTRATION**

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

###### **1.1. Coordinate, Procure, and Administer Work Authorizations**

Prepare contracts as required between the GEC and subconsultants. The GEC will monitor and supervise subconsultant activities, review all work products prepared by subconsultants, review and certify subconsultant progress reports and invoices.

###### **1.2. Progress Reports**

Prepare monthly progress reports for the work tasks, together with evidence of services accomplished during the time period since the previous report. A monthly progress report will be submitted and will include: activities completed, initiated or ongoing, during the reporting period; challenges encountered and actions to remedy them; overall status; and updated project schedule. Setup and track the budget for all tasks.

###### **1.3. Record Keeping and File Management**

Maintain and retain pertinent Project documentation.

At the completion of the Project, submit all such documentation to the Authority for their archives, which may include document integration with the Authority's EDMS.

Maintain a tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment

certifications, Insurance and Bonds, material test data, schedules, audits, related technical data, and issues associated with the Project.

#### **1.4. Correspondence**

Prepare written materials, letters, survey forms, etc. used to solicit information or collect data for the Project and submit them to the Authority for review and approval prior to use or distribution. Copies of relevant incoming and outgoing correspondence will be provided to the Authority on a continuing basis.

#### **1.5. Work Authorization Schedule**

Prepare a detailed schedule linking work authorization tasks, subtasks, critical dates, milestones, deliverables, and the Authority/Texas Department of Transportation (TxDOT)/Federal Highway Administration (FHWA) scheduled review requirements. The Project schedule will be in a format that depicts the order and inter-dependence of the various tasks, subtasks, milestones and deliverables for each of the tasks identified therein. Progress will be reviewed periodically, and should these reviews indicate a substantial change in progress, a schedule recovery strategy will be developed and implemented and the schedule will be revised accordingly.

### **2.0 PROJECT DEVELOPMENT**

This scope of services includes professional services and deliverables in support of the Authority's development of the South Brushy Creek Pedestrian Bridge and required trail connections under the TxDOT Enhancement Program.

#### **2.1. Project Development Support**

The GEC will provide support to the Authority as required during the Project Development process. Specific efforts will include

- 2.1.1. Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to: general engineering assistance, general technology assistance, general environmental coordination, reports, research, presentations and meetings.
- 2.1.2. TxDOT, Williamson County, and Authority Coordination: Provide appropriate staff as part of coordination efforts between the Authority, TxDOT, and Williamson County. GEC will provide coordination efforts on the Authority's behalf at the direction of the Authority.
- 2.1.3. Assist with and/or develop Interlocal Agreements (ILAs) as necessary for development of the project.
- 2.1.4. Project Development Agreement (PDA): Assist in the development of the PDA, which includes PDA exhibits, review of PDA drafts, and TxDOT coordination support, as directed by the Authority.
- 2.1.5. CAMPO Coordination: Provide appropriate assistance to update the CAMPO TIP/STIP.

- 2.1.6. Provide DBE Outreach and Public Involvement support as requested by the Authority.

## **2.2. Financial Planning Support**

- 2.2.1. Prepare comprehensive project budget in coordination with the Authority.
- 2.2.2. Assist with and/or develop project Advanced Funding Agreement (AFA).

## **2.3. Design Services**

This task involves assisting the Authority with professional consulting services that include preliminary and final engineering design services.

### **2.3.1. Design Standards**

This project shall be designed in accordance with the following:

- *TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.*
- AASHTO Guidelines for the Design of Bicycle and Pedestrian Facilities.
- Texas Department of Licensing and Regulation (TDLR) and American's With Disabilities Act (ADA) requirements.

### **2.3.2. Meetings**

Provide support services in preparation for meetings, participation at meetings, documentation of meeting discussion, and follow-up action items as result of meetings. Anticipated coordination/review/status meetings with agencies include:

- Williamson County
- The Authority
- TxDOT
- Subconsultant(s)
- City of Cedar Park
- Attend CAMPO meetings, as necessary, in support of the project and the TIP process.

### **2.3.3. Research and Data Collection**

- The GEC will obtain from TxDOT, Williamson County and anyone else any pertinent record drawings, plats, easements information and other information available for the project area.

### **2.3.4. Design**

- Subconsultant Design (see Attachment A1 subconsultant scope)
- Subconsultant Survey - (see Attachment A1 subconsultant scope)
- GEC Oversight and Design Review of Subconsultant work and deliverables
- Review of existing hydraulic analysis and additional investigation.

- Coordinate design review with Williamson County, City of Cedar Park and TxDOT.

### **3.0 ENVIRONMENTAL SERVICES**

#### **3.1. Agency Coordination**

Support the Authority in coordination activities with TxDOT Austin District, TxDOT's Environmental Affairs Division, TCEQ, and the FHWA, as required.

#### **3.2. Permitting**

Prepare, submit and monitor until approved required permit applications; including TCEQ, City of Cedar Park, Corps of Engineers, and Williamson County.

#### **3.3. Statement of Continuous Activity**

Coordinate and submit additional or revised Statement of continuous Activity.

### **4.0 PROCUREMENT**

#### **4.1. Contract Document Preparation**

Prepare contract documents for bidding; including bid form, all bonding requirements, contract specifications; and requirements for construction Quality Control Testing.

#### **4.2. Letting**

Advertise, respond to Contractor questions during procurement process, open and review bids. Coordinate approval of selected Contractor with the Authority, TxDOT and Williamson County. Prepare Notice of Award and Notice to Proceed.

### **5.0 CONSTRUCTION SUPERVISION, INSPECTION, and TESTING**

#### **5.1 Construction Phase Services and Review Services**

- General contract administration and oversight of construction which includes all required Local Government Project Procedures (LGPP) compliance documentation associated with federally funded projects.
- Quantity verification for payment purposes.
- Recommendation for approval of payment to Contractor.
- Inspection for reasonable construction quality in conformance to plans and specifications.
- Review testing and materials reports generated by the Contractor for conformance to specifications.
- Document construction using daily inspection reports and photos.
- Offsite Materials Inspection coordination with TxDOT.

#### **5.2 Final Punch List / Final Inspection, and Project Close-out**

- Coordinate with the Contractor in the generation of preliminary and final punch lists.
- Monitor the resolution of outstanding construction items.
- Perform a final walk-through with the Authority and the Contractor to make sure all aspects of the Project meet the Authority's satisfaction and reasonably conform to the contract plans and specifications.
- Verify and certify final inspection reports of the completed construction; issue recommendations and certification of construction completion.

## **6.0 PROJECT OVERSIGHT – CONSTRUCTION**

### **6.1 Change Order Processing & Management**

- Coordinate and/or prepare change orders as necessary.
- Review change orders and associated cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time, and provide comments to the Authority.
- Maintain, log and retain all documents associated with change orders.
- Coordinate change orders with appropriate agencies for approval

### **6.2 Request for Information (RFI) and Shop Drawing / Submittals Processing and Management**

- Review and respond to RFIs on the Project.
- Maintain, log and retain all documents associated with RFIs and shop drawings.
- Review submittals and shop drawings for general conformance with contract plans and specifications.

### **6.3 Record Drawings**

- Provide the Authority and, if necessary, Williamson County and/or the City of Cedar Park with Record Plans incorporating construction revisions into the original "as bid" construction plans. The GEC is not responsible for any errors or omissions in the information provided by the Contractor that are incorporated into the record drawings.

## **7.0 PUBLIC INVOLVEMENT & OUTREACH**

Support Authority in the administration, management and coordination of the overall public involvement efforts.

### **7.1 Public Outreach Support**

- Coordinate and assist with public outreach concerning Project information and construction updates, including responding to public inquiries regarding the Project
- Coordinate / support / assist various public outreach meetings and events, as requested by the Authority; including:
  - Group meetings and one-on-one meetings with stakeholders.
  - Project tours for visitors and other delegations.

### **7.2 Media Outreach Support**

- Assist the Authority's Director of Communications, as requested, with the following public and media outreach tasks:
  - Update the Project web site.
  - Proactively provide media with project information.
  - Respond to media inquiries.
  - Respond to Open Record Requests.



## **ATTACHMENT A1**

### **SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

#### **SOUTH BRUSHY CREEK PEDESTRIAN BRIDGE AND ASSOCIATED 183A SHARED USE PATH**

The following Scope of Services shall be provided by Waeltz & Prete, Inc.:

#### **1. PROJECT COORDINATION, INFORMATION GATHERING, & MEETINGS:**

- 1.1. Project Kick-Off Meeting. Coordinate with the HNTB and the Authority to identify project goals, schedules, and limitations (Assumes one 2-hour meeting).
- 1.2. Make Site Visit.
- 1.3. Gather, assemble, and review existing "As-Built" information within the project limits.
- 1.4. Attend Project Team meetings throughout the design process (Assumes four 3-hour meetings).
- 1.5. Project Coordination with Project Team Consultants & Owner.

#### **2. PRELIMINARY DESIGN SERVICES:**

- 2.1. Prepare preliminary site plan based upon HNTB/the Authority concept plan. Preliminary plan to include preliminary selection of pre-engineered/pre-fabricated pedestrian bridge; preliminary site grading; connections to existing Williamson County trail system, the Authority's proposed Shared Use Path and parking lot; and preliminary foundation/structural concepts.

#### **3. FINAL DESIGN SERVICES:**

- 3.1. Site Plan
  - 3.1.1. Assemble and review pertinent data.
  - 3.1.2. Prepare a dimensionally accurate site plan based on the approved preliminary site plan.
  - 3.1.3. Finalize the Site Plan with appropriate tables, calculations, details & notes.
- 3.2. Erosion / Sedimentation, Tree Protection, Tree Survey Plans
  - 3.2.1. Use tree and topo survey drawings prepared by Survey Sub Consultant.
  - 3.2.2. Prepare a temporary erosion and sedimentation control plan with appropriate details.
  - 3.2.3. Prepare a tree protection plan with appropriate details, if required.
- 3.3. Site Paving, Grading and Drainage Plan
  - 3.3.1. Assemble and review pertinent data.
  - 3.3.2. Prepare grading and drainage plan for Shared Use Path, to include curb elevations, slopes, wall elevations (if any), and details as necessary to depict any special drainage structures. Trail pavement sections are to be based on sections

utilized in previous C.T.R.M.A. Shared Use Path projects. Shared use path and bridge slopes to be designed in compliance with the Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA).

- 3.3.3. Finalize selection of pre-engineered/pre-fabricated pedestrian bridge.
- 3.3.4. Include structural details for bridge abutments and foundations. It is assumed that the bridge will be located within the 100-year floodplain and abutments will be designed to resist stream flow forces.
- 3.3.5. Calculate unit price construction quantities for project.
- 3.3.6. Provide Quality Assurance/Quality Control.
- 3.3.7. Prepare construction schedule.

#### **4. AGENCY REVIEW AND COMMENTS:**

- 4.1. Assemble and coordinate delivery of the drawings from the Structural Engineer for inclusion in the submittal.
- 4.2. Coordinate with the HNTB & 183A during the review process. Upon receipt of review comments, revise as required, and resubmit (Limited to two submittals).

#### **5. TEXAS ACCESSIBILITY STANDARDS (TAS) SUBMITTAL**

- 5.1. Submit the registration form and construction drawings to TDLR or Independent Contract Provider (ICP) for review.
- 5.2. Resubmit construction drawings to TDLR or ICP in an effort to clear comments, if required.

#### **6. WATER POLLUTION AND PREVENTION (WPAP) EXCEPTION ASSISTANCE:**

- 6.1. Prepare supporting documents to assist HNTB in the preparation of a WPAP Exception Request.

#### **7. CONSTRUCTION PHASE SERVICES:**

- 7.1. Specifications will be referenced to the Texas Department of Transportation Standard Specifications. Special provisions and /or specifications shall be prepared and shall be provided for inclusion in the Bid Documents to be prepared by HNTB.
- 7.2. Attend bid letting
- 7.3. Respond to contractor submitted RFI's.
- 7.4. Review of submittals, samples, and schedules.
- 7.5. Provide periodic site visits to the construction site to observe general conformance to the drawings. Does not include full-time representation.
- 7.6. Attend on-site final walk-through
- 7.7. Upon satisfactory completion of the project, issue an Engineer's Concurrence Letter.
- 7.8. Upon project completion assemble project close-out documentation.

**8. RECORD DRAWINGS:**

- 8.1. The Contractor shall provide a fully marked-up set of record drawings showing changes made during construction.
- 8.2. Prepare a set of official record drawings based upon the construction mark-ups and submit mylars to HNTB (Not as-built or land title survey). Record drawings will be billed as a reimbursable expense.

**9. PROFESSIONAL SURVEYING SERVICES:**

- 9.1. Waeltz & Prete, Inc proposes to secure the Professional Surveying Services of Inland Geodetics, L.P. for the Limited Tree and Topographic Survey.
- 9.2. The Surveyor's proposal is attached as Exhibit "A".

**10. PROFESSIONAL STRUCTURAL ENGINEERING SERVICES:**

- 10.1. Waeltz & Prete, Inc proposes to secure the Professional Structural Engineering services of Paul-Kohler-Brown Consulting Structural Engineers, L.L.C. for the design and Construction Document preparation for the bridge abutments and foundations for the pre-engineered bridge.
- 10.2. The Structural Engineer's proposal is attached as Exhibit "B".

END SCOPE OF BASIC SERVICES

# EXHIBIT A

## INLAND GEODETICS

PROFESSIONAL LAND SURVEYORS

504 Chisholm Trail Road  
Suite 101  
Round Rock, TX 78681  
512-238-1200  
512-238-1251 fax

1 September 2010

William Waeltz, P.E.  
Waeltz & Prete, Inc.  
Civil Engineers  
3000 Joe DeMaggio Blvd. Ste. 72  
Round Rock, TX 78665

RE: US 183A at S. Brushy Creek – Williamson County Regional Trail Bridge

Mr. Waeltz:

Inland Geodetics, LP (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project. Our proposal is to provide a topographic and tree survey (including utilities) and deliver a DTM for site design purposes. The project will be limited by the ROW lines to 100 feet south of the southerly abutments for the 183A bridges to the turn-around frontage road on the north side of Brushy Creek. Below is a specific list of our proposed Scope of Services and estimated costs.

### Right of Entry

Inland assumes that access for surveying operations has been secured. Any special conditions to ROE must be forwarded to our office before survey operations begin

### SCOPE OF SERVICES

#### A. Topographic/Tree Survey

1. Inland will utilize the existing 183A control for the control basis for the horizontal and vertical control traverse for topographic data gathering procedures. Inland will establish at least two control monuments on the project site for future use and for notation on design plans.
2. Inland will collect spot elevations within the project area including edges of pavement, back of curbs, driveways, visible utilities, drainage structures, centerline of roads, creek flowlines, bridging structures, and any other hard surfaced improvements within the area of new construction. The collected data will include spot elevations and breaklines sufficient to generate a 1 foot contour interval DTM for the project.
3. Inland will locate, type and size trees 8" and up within the project limits ( if any).
4. Inland will deliver the data files on or about 2 work weeks from NTP.

The ESTIMATED fee for the above services: \$ 5,142.00

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

Sincerely,



M. Stephen Truesdale, RPLS, LSLS  
Principal  
Inland Geodetics, LP

# EXHIBIT B



**PAUL • KOEHLER • BROWN**  
consulting structural engineers, llc

8217 Shoal Creek Blvd., Suite 106, Austin, Texas 78757  
(512) 231-8910 Voice (512) 231-8915 Fax

## PROPOSAL

August 23, 2010

Mr. Bill Waeltz, P.E.  
President  
Waeltz & Prete, Inc.  
3000 Joe DiMaggio Blvd., Suite #72  
Round Rock, Texas 78665

Re: Brushy Creek at Hwy. 183-A Pedestrian Bridge – CTRMA  
Structural Engineering Services

Dear Bill:

As requested, we are submitting this revised fee proposal for Structural Engineering Services to design the bridge abutments and foundations for a 135 foot long pedestrian bridge for the Brushy Creek at Hwy. 183-A project for CTRMA. We propose to furnish our services for this phase of the project on a "lump sum" basis. We understand our scope of work for this project to be as follows:

### **Structural Scope of Work – Design Phase**

- Attend design coordination meetings with the project team.
- Design and Construction Documents for bridge abutments and foundations to support a 135 foot long pedestrian bridge. It is our understanding that the pedestrian bridge will be a pre-engineered system to be provided by others. We understand that the bridge will be located within the 100 year flood plain and that the abutments will have to be designed to resist stream flow forces.
- Documents will be prepared in AutoCAD and electronic files will be transmitted to Owner on CD-Rom at the conclusion of the project.

### **Structural Scope of Work – Bidding Phase**

- Assist Waeltz & Prete during the Bidding Phase with structural quantity takeoffs and evaluation of bids.

### Structural Scope of Work – Construction Phase

- Review structural submittals and shop drawings for general compliance with the plans and specifications.
- Respond to contractor Requests For Information (RFI's) to clarify specific structural items.
- Provide periodic on-site observation services as requested. Three (3) site visits have been included in this fee. These site visits are intended for inspection of the reinforcing steel in the piers and bridge abutments. Additional site visits will be provided as an additional service at the rates listed below.

### Services Not Included

- Full time on-site observation services.
- Services of other consultants or testing laboratories.
- Additional structural analysis, design, and CADD time to correct construction errors.

### Structural Fee

Our lump sum fee for the above scope of work will be as follows:

Design and Construction Documents Phase	\$ 7,000
Bidding Phase	\$ 500
Construction Phase Services	\$ 2,200
<b>Total Structural Fee</b>	<b>\$ 9,700</b>

Our services will not exceed \$ 9,700 without prior approval from office.

### Hourly Rates

Structural services beyond the above scope of work will be billed at the hourly rates listed below. These hourly rates will apply through December of 2010:

Principal	\$ 160.00
Project Manager	\$ 130.00
Engineer III	\$ 105.00
Engineer II	\$ 100.00
Engineer I	\$ 95.00
CADD Manager	\$ 85.00
CADD Operator	\$ 75.00
Clerical	\$ 50.00

**Reimbursable Expenses**

Reimbursable expenses such as printing, copying, and mailing/shipping charges are not included in the above fee. These services, if required, will be billed at actual invoice cost times a multiplier of 1.10.

Our services will be invoiced on a monthly basis. We appreciate the opportunity to prepare this proposal and would be happy to discuss any aspects of it with you at your convenience. We look forward to working with you on this project.

If this proposal is acceptable, please return a signed copy to our office.

Respectfully submitted,



David O. Brown, P.E.  
Principal

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

TASK DESCRIPTION	CLASSIFICATION										TOTAL HOURS	
	Group Director / Program Manager	Department Manager	Project Manager B	Project Sr. Engineer	Field Tech Spec III	Sr. Public Involvement Rep.	Project Analyst	Office Tech Specialist I				
<b>1.0 PROJECT MANAGEMENT &amp; ADMINISTRATION</b>												
1.1 Coordinate, Procure, and Administer Work Authorizations	2		8					8				18
1.2 Progress Reports and Invoices	6		6					60				66
1.3 Record Keeping and File Management					8							8
1.4 Correspondence	2	3	8									13
1.5 Work Authorization Schedule	2	4	8					14				28
<b>SUBTOTAL</b>	<b>12</b>	<b>7</b>	<b>22</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>169</b>
<b>2.0 PROJECT DEVELOPMENT</b>												
2.1 Project Development Support	4	16	8					4				32
2.2 Financial Planning Support	4	8	8					4				24
2.3 Design Services	4	8	16					4				32
<b>SUBTOTAL</b>	<b>12</b>	<b>32</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80</b>
<b>3.0 ENVIRONMENTAL SERVICES</b>												
3.1 Agency Coordination		8	8					2				18
3.2 Permitting (TCEQ, Cedar Park, Corps of Engineers, Williamson County)		4	16					1				21
3.3 Coordinate and Submit Additional or Revised Statement of Continuous Activity		8	8					17				33
<b>SUBTOTAL</b>	<b>0</b>	<b>20</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>
<b>4.0 CONSTRUCTION PROCUREMENT</b>												
4.1 Contract Document Preparation	4	4	8	24								40
4.2 Letting	2	2	16	16				44				74
<b>SUBTOTAL</b>	<b>6</b>	<b>6</b>	<b>24</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>92</b>
<b>5.0 CONSTRUCTION SUPERVISION, INSPECTION AND TESTING</b>												
5.1 Construction Inspection and Review Services	2	8	16		160			40				228
5.2 Final Punch List / Final Inspection, and Project Close-out			8		16			4				28
<b>SUBTOTAL</b>	<b>2</b>	<b>8</b>	<b>24</b>	<b>0</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>254</b>
<b>6.0 PROJECT OVERSIGHT - CONSTRUCTION</b>												
6.1 Change Order Processing & Management				24				16				40
6.2 Request for Information (RFI) and Shop Drawing / Submittals Processing and Management		2		4				8				24
6.3 Record Drawings		2		4				8				16
<b>SUBTOTAL</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>
<b>7.0 PUBLIC INVOLVEMENT AND OUTREACH</b>												
7.1 Public Outreach Support	8	16	8					40				80
7.2 Media Outreach Support	4	4	4					24				44
<b>SUBTOTAL</b>	<b>12</b>	<b>20</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>124</b>
<b>TOTAL HOURS</b>	<b>44</b>	<b>96</b>	<b>146</b>	<b>44</b>	<b>252</b>	<b>0</b>	<b>0</b>	<b>186</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>863</b>
<b>BASE RATE</b>	<b>\$ 91.27</b>	<b>\$ 82.01</b>	<b>\$ 60.25</b>	<b>\$ 46.67</b>	<b>\$ 38.70</b>	<b>\$ 33.40</b>	<b>\$ 25.65</b>	<b>\$ 24.71</b>	<b>\$ 4.595</b>	<b>\$ 6.798</b>	<b>\$ 1.367</b>	<b>\$ 39.713</b>
<b>TOTAL LABOR</b>	<b>\$ 4,016</b>	<b>\$ 7,791</b>	<b>\$ 8,787</b>	<b>\$ 2,064</b>	<b>\$ 9,778</b>	<b>\$ 2,138</b>	<b>\$ 1,344</b>	<b>\$ 1,344</b>	<b>\$ 1,848</b>	<b>\$ 3,152</b>	<b>\$ 1,988</b>	<b>\$ 58,736</b>
<b>Overhead Rate</b>	<b>147.90%</b>	<b>\$ 5,939</b>	<b>\$ 13,010</b>	<b>\$ 3,037</b>	<b>\$ 13,278</b>	<b>\$ 3,152</b>	<b>\$ 1,988</b>	<b>\$ 2,671</b>	<b>\$ 636</b>	<b>\$ 400</b>	<b>\$ 1,814</b>	<b>\$ 53,252</b>
<b>Profit</b>	<b>12.00%</b>	<b>\$ 1,155</b>	<b>\$ 2,318</b>	<b>\$ 611</b>	<b>\$ 2,671</b>	<b>\$ 636</b>	<b>\$ 400</b>	<b>\$ 1,367</b>	<b>\$ 400</b>	<b>\$ 5,935</b>	<b>\$ 3,732</b>	<b>\$ 110,262</b>
<b>TOTAL</b>	<b>\$ 11,150</b>	<b>\$ 27,631</b>	<b>\$ 24,424</b>	<b>\$ 5,702</b>	<b>\$ 24,927</b>	<b>\$ 5,935</b>	<b>\$ 3,732</b>	<b>\$ 12,761</b>	<b>\$ 12,761</b>	<b>\$ 12,761</b>	<b>\$ 12,761</b>	<b>\$ 110,262</b>

EXPENSES	ITEM	AMOUNT
MISCELLANEOUS EXPENSES		\$ 5,000
MISCELLANEOUS SUBCONSULTANTS		\$ 76,902
<b>TOTAL</b>		<b>\$ 83,902</b>

SUBTOTALS BY TASK	TOTAL HOURS	HNTB RAW LABOR	TOTAL LOADED FEE
1.0 PROJECT MANAGEMENT & ADMINISTRATION	169	\$ 6,328	\$ 17,672
2.0 PROJECT DEVELOPMENT	80	\$ 5,944	\$ 16,504
3.0 ENVIRONMENTAL SERVICES	56	\$ 3,967	\$ 10,183
4.0 CONSTRUCTION PROCUREMENT	92	\$ 4,748	\$ 13,183
5.0 CONSTRUCTION SUPERVISION, INSPECTION AND TESTING	254	\$ 10,153	\$ 29,272
6.0 PROJECT OVERSIGHT - CONSTRUCTION	60	\$ 2,651	\$ 7,910
7.0 PUBLIC INVOLVEMENT AND OUTREACH EXPENSES	124	\$ 5,991	\$ 16,635
<b>TOTAL</b>	<b>843</b>	<b>\$ 83,902</b>	<b>\$ 194,164</b>





WAELTZ & PRETE, INC.  
 CIVIL ENGINEERS  
 3000 JOE D. MAGGIO BLVD. #72  
 ROUND ROCK, TX. 78665  
 PH (512) 505-8953  
 FIRM REG. #F-10308

**ATTACHMENT "C"**  
**SOUTH BRUSHY CREEK PEDESTRIAN BRIDGE**  
**C.T.R.M.A / HNTB**  
**FEE DETERMINATION**

9/1/2010  
 BY: AWW

SERVICE RATE/HR	REG. PROF. ENG. \$ 150.00	ENG. TECH. \$ 85.00	ADMIN. \$ 60.00	TOTAL
<b><u>PRO. COORD. &amp; MTGS</u></b>				
PRE-DEV W/ CLIENT	3			\$450.00
SITE VISIT	4			\$600.00
GATHER EXIST DATA	8	16		\$2,560.00
PROJ. TEAM MTGS (bi-weekly)	12			\$1,800.00
COORDINATION WITH SUB-CONSULTANTS	8	8		\$1,880.00
<b>SUBTOTAL</b>	<b>35</b>	<b>16</b>		<b>\$6,610.00</b>
<b><u>PRELIMINARY DESIGN</u></b>				
COORD. W/ HNTB	4	8		\$1,280.00
PREL. SITE & GRADING PLAN	16	32		\$5,120.00
PREL. BRIDGE SELECTION	8	8		\$1,880.00
<b>SUBTOTAL</b>	<b>28</b>	<b>48</b>		<b>\$8,280.00</b>
<b><u>FINAL DESIGN</u></b>				
COORD. W/ HNTB	8			\$1,200.00
SITE GRADING	24	40		\$7,000.00
DIMENSIONAL CONTROL PLAN	8	12		\$2,220.00
EROSION CONTROLS	4	8		\$1,280.00
CONST. PLAN COORD. w/SUBS & HNTB	16	8		\$3,080.00
MISC. DETAILS	8	16		\$2,560.00
COVER SHEET & NOTES	4	16		\$1,960.00
QUANTITY TAKE-OFFS *	8	16		\$2,560.00
QA/QC	8	2		\$1,370.00
CONST. SCHEDULE PREP.	8	4	2	\$1,660.00
<b>SUBTOTAL</b>	<b>96</b>	<b>122</b>		<b>\$24,890.00</b>
* ASSUMES HNTB TO PREPARE ALL BID DOC'S				
<b><u>AGENCY REVIEW AND COMMENTS</u></b>				
RESPOND TO COMMENTS (ASSUMES 2 SETS)	16	32		\$5,120.00
LETTER OF RESPONSE	4		2	\$720.00
<b>SUBTOTAL</b>	<b>20</b>	<b>32</b>		<b>\$5,840.00</b>
<b><u>TAS SUBMITTAL</u></b>				
COORD. W/ RAS	4	1		\$685.00
SUBMITTAL	2			\$300.00
<b>SUBTOTAL</b>	<b>6</b>	<b>1</b>		<b>\$985.00</b>
<b><u>WPAP &amp; SWPPP</u></b>				
WPAP/SWPPP COORD.	24			\$3,600.00
WPAP EXCEPTION REQUEST TO BE PREPARED BY HNTB				
<b>SUBTOTAL</b>	<b>24</b>	<b>0</b>		<b>\$3,600.00</b>

SERVICE	REG. PROF. ENG.	ENG. TECH.	ADMIN.	TOTAL
RATE/HR	\$ 150.00	\$ 85.00	\$ 60.00	

**CONSTRUCTION PHASE SERVICES**

SPECIFICATION PREP.	10		4	\$1,740.00
BID LETTING	4			\$600.00
SITE VISITS	24			\$3,600.00
RESPONSE TO RFI'S	12			\$1,800.00
SUBMITTALS	12			\$1,800.00
FINAL WALK THRU	5			\$750.00
PUNCH LIST	3		2	\$570.00
CLOSEOUT DOC'S	8		2	\$1,320.00
<b>SUBTOTAL</b>	<b>68</b>	<b>0</b>		<b>\$10,440.00</b>

**RECORD DRAWINGS**

COORD. W/ CONTRACTOR	2			\$300.00
PREP. OF RECORD DRAWINGS		8		\$680.00
COPYING				\$0.00
<b>SUBTOTAL</b>	<b>2</b>	<b>8</b>		<b>\$980.00</b>

**SUB-CONSULTANT FEES**

STRUCTURAL DESIGN ((PAUL-KOEHLER-BROWN) - EXHIBIT B	\$9,700.00			\$9,700.00
TOPOGRAPHIC SURVEY (INLAND GEODETICS) - EXHIBIT A	\$5,142.00			\$5,142.00
<b>SUBTOTAL</b>				<b>\$14,842.00</b>

**EXPENSES**

TDLR REG., REVIEW & INSP FEES				\$1,235.00
COPYING, REPRODUCTION & OTHER REIMBURSIBLE EXPENSES				\$1,200.00
<b>SUBTOTAL</b>				<b>\$2,435.00</b>

<b><u>PROJECT TOTAL</u></b>	<b>279</b>	<b>227</b>	<b>12</b>	<b>\$78,902.00</b>
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<b>SUBTOTAL FOR PREL. &amp; FINAL DESIGN SERVICES, INCLUDING TAS SUBMITTAL &amp; WPAP SUPPORT</b>				<b>\$50,205.00</b>
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<b>SUBTOTAL FOR CONST. ADM. &amp; RECORD DRAWINGS</b>				<b>\$11,420.00</b>
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<b>SUBTOTAL FOR SUB-CONSULTANTS</b>				<b>\$14,842.00</b>
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<b>SUBTOTAL EXPENSES</b>				<b>\$2,435.00</b>
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**NOTES:**

THIS PROPOSAL ASSUMES HNTB WILL PROVIDE BID DOC. PREP., HYDROLOGY, FLOOD PLAIN & ENVIRONMENTAL ISSUES

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

**RESOLUTION NO. 10-97**

**Awarding a Contract for Routine Maintenance and Miscellaneous Repairs of Traffic  
Signals and Roadway Illumination**

WHEREAS, CTRMA issued an RFP for routine maintenance and miscellaneous repairs of traffic signals and roadway illumination and two bid proposals were received on October 11, 2010; and

WHEREAS, the two bid proposals were reviewed and evaluated in accordance with the CTRMA's procurement policies; and

WHEREAS, the CTRMA Executive Director, based on the recommendation of the CTRMA's General Engineering Consultant, recommends that a contract be awarded to Austin Traffic Signal Construction Company, L.P. for routine maintenance and miscellaneous repairs of traffic signals and roadway illumination.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the recommendation of the Executive Director to award a contract for routine maintenance and miscellaneous repairs of traffic signals and roadway illumination to Austin Traffic Signal Construction Company, L.P., in the amount of \$359,680.00; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with the RFP, CTRMA procurement policies, and the Austin Traffic Signal Construction Company, L.P. bid proposal package.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of October, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-97  
Date Passed 10/27/10

CTRMA  
 TRAFFIC SIGNALS AND ROADWAY ILLUMINATION SERVICES CONTRACT PROCUREMENT  
 RFQ RESPONSE

FIRMS		Ranking	Total Score	RESPONSE ELEMENTS						40
				I. Firm Experience	II. Staff Qualifications	III. References	IV. DBE Participation	V. Response to Scope of Services	VI. Price Proposal	
1	Austin Traffic Signal	1	82.73	8.75	11.15	12.00	3.17	11.80	35.87	
2	The Levy Company	2	77.73	7.92	11.05	12.00	4.17	5.00	37.60	

Max Points Possible

100

10

15

15

5

15

40

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

**RESOLUTION NO. 10-98**

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of September 2010 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for September 2010, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of October, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-98  
Date Passed 10/27/10

**Attachment A**

**Financial Report for September, 2010**

Central Texas Regional Mobility Authority  
Income Statement  
All Operating Departments

	Budget FY 2011	Actual Year To Date 9/30/2010	Percent Of Budget	Actual Year To Date 9/30/2009
<b>Revenue</b>				
Toll Revenue-TxTag-183A	17,000,000	3,950,627	23.24%	3,601,130
Toll Revenue-HCTRA-183A	540,000	158,164	31.14%	135,542
Toll Revenue-NTTA-183A	340,000	98,107	28.85%	86,549
Video Tolls	2,800,000	812,894	29.03%	666,836
Fee Revenue	1,350,000	318,169	23.57%	294,851
Operating Revenue	22,030,000	5,347,960	24.28%	4,784,907
Interest Income	60,000	102,628	171.05%	81,137
Grant Revenue	0	6,381,835		0
Misc Revenue	6,600	733	11.11%	0
<b>Total Revenue</b>	<b>22,096,600</b>	<b>11,833,156.13</b>	<b>53.55%</b>	<b>4,866,043.78</b>

	Budget FY 2011	Actual Year To Date 9/30/2010	Percent Of Budget	Actual Year To Date 9/30/2009
<b>Expenditures</b>				
Regular	1,898,467	386,011.55	20.33%	378,060.36
Part Time	14,000	4,390.92	31.36%	0.00
Overtime	4,000	0.00		0.00
Contractual Employees	105,000	20,225.00	19.26%	30,339.31
TCDRS	286,111	55,380.17	19.36%	52,149.14
FICA	97,483	15,388.07	15.79%	14,842.08
FICA MED	28,901	5,439.91	18.82%	5,373.81
Health Insurance	213,300	32,229.51	15.11%	24,360.57
Life Insurance	6,618	1,389.10	20.99%	1,278.40
Auto Allowance	9,000	1,997.50	22.19%	1,762.50
Other Benefits	167,144	16,104.65	9.64%	12,228.09
Unemployment Taxes	4,959	0.00		7.82
Salary Reserve	78,719	0.00		0.00
<b>Total Salaries &amp; Wages</b>	<b>2,913,702.00</b>	<b>538,556.38</b>	<b>18.48%</b>	<b>520,402.08</b>

**Contractual Services**

**Professional Services**

Accounting	9,800.00	1,741.06	17.77%	788.00
Auditing	54,000.00	14,512.50	26.88%	22,842.00
General Engineering Consultant	1,600,000.00	111,786.74	6.99%	-191.23
General System Consultant	175,000.00	1,379.51	0.79%	1,691.60
Image Processing	610,000.00	178,226.34	29.22%	161,487.80
Facility maintenance	90,000.00	18,482.34	20.54%	9,825.92
HERO	0.00	198,916.47		0.00
Human Resources	12,000.00	8,469.65	70.58%	168.11
Legal	400,000.00	0.00		12,244.45
Photography	15,000.00	9,000.00	60.00%	0.00
<b>Total Professional Services</b>	<b>2,965,800.00</b>	<b>542,514.61</b>	<b>18.29%</b>	<b>158,638.49</b>

Expenditures	Budget FY 2011	Actual Year To Date 9/30/2010	Percent Of Budget	Actual Year To Date 9/30/2009
<b>Other Contractual Services</b>				
IT Services	65,000.00	11,480.30	17.66%	16,042.27
Graphic Design Services	13,500.00	780.00	5.78%	1,000.00
Website Maintenance	45,000.00	1,805.00	4.01%	1,966.50
Research Services	20,000.00	18,066.84	90.33%	0.00
Copy Machine	13,500.00	2,927.84	21.69%	1,610.21
Software licenses	23,000.00	6,652.80	28.93%	6,661.80
ETC system Maintenance	1,288,000.00	196,327.00	15.24%	215,512.00
ETC Development	125,000.00	2,483.47	1.99%	3,706.00
ETC Testing	30,000.00	0.00		0.00
Communications and Marketing	170,000.00	34,149.33	20.09%	12,704.90
Advertising	25,000.00	16,543.12	66.17%	3,426.00
Direct Mail	5,000.00	0.00		0.00
Video Production	5,000.00	0.00		0.00
Television	5,000.00	0.00		0.00
Radio	20,000.00	0.00		-30.00
Other Public Relations	2,500.00	0.00		0.00
Law Enforcement	245,000.00	18,336.00	7.48%	18,336.00
Special Assignments	5,000.00	0.00		0.00
Traffic Management	72,000.00	12,721.46	17.67%	5,702.41
Emergency Maintenance	10,000.00	0.00		0.00
Roadway Maintenance Contract	300,000.00	27,719.84	9.24%	925.00
Landscape Maintenance	200,000.00	27,265.90	13.63%	13,541.40
Signal & Illumination Maintenance	250,000.00	33,665.00	13.47%	54,363.50
Mowing and Litter Control	300,000.00	34,858.00	11.62%	0.00
Hazardous Material Cleanup	10,000.00	0.00		0.00
Striping	50,000.00	0.00		0.00
Graffiti Removal	10,000.00	0.00		800.00
Cell Phones	7,500.00	1,742.55	23.23%	1,249.06
Local	16,500.00	1,408.04	8.53%	2,756.49
Long Distance	750.00	23.84	3.18%	67.40
Internet	6,600.00	306.00	4.64%	612.00
Fiber Optic System	63,000.00	5,324.47	8.45%	8,422.76
Other Communication Expense	1,500.00	0.00		372.99
Subscriptions	1,600.00	0.00		0.00
Memberships	22,500.00	3,170.00	14.09%	1,425.00
Continuing Education	3,000.00	0.00		0.00
Professional Development	5,000.00	0.00		0.00
Seminars and Conferences	32,500.00	5,575.00	17.15%	6,975.00
Staff-Travel	81,500.00	5,936.12	7.28%	8,711.82
TxTag Collection Fees	1,767,200.00	232,358.90	13.15%	198,577.56
Contractual Contingencies	160,500.00	925.00	0.58%	0.00
<b>Total Other Contractual Services</b>	<b>5,477,150.00</b>	<b>702,551.82</b>	<b>12.83%</b>	<b>585,438.07</b>
<b>Total Contractual Expenses</b>	<b>8,442,950.00</b>	<b>1,245,066.43</b>	<b>14.75%</b>	<b>744,076.56</b>



Expenditures	Budget FY 2011	Actual Year To Date 9/30/2010	Percent Of Budget	Actual Year To Date 9/30/2009
Books & Publications	12,800.00	2,874.69	22.46%	1,032.23
Office Supplies Expense	12,000.00	1,366.05	11.38%	510.70
Computer Supplies Expense	7,500.00	1,258.00	16.77%	122.06
Copy Supplies Expense	2,000.00	0.00		23.85
Annual Report Printing	10,000.00	0.00		0.00
Other Printed Reports	20,000.00	381.40	1.91%	5,068.80
Direct Mail-printing Expense	5,000.00	0.00		0.00
Office Supplies-printed	1,000.00	899.62	89.96%	0.00
Promotional Items expense	10,000.00	1,491.44	14.91%	0.00
Displays	5,000.00	0.00		0.00
Tools & Equipment Expense	1,500.00	0.00		0.00
Misc Materials & Supplies	3,700.00	5.90	0.16%	2,454.88
<b>Total Materials &amp; Supplies Exp</b>	<b>120,500.00</b>	<b>8,277.10</b>	<b>6.87%</b>	<b>9,212.52</b>

Expenditures	Budget FY 2011	Actual Year To Date 9/30/2010	Percent Of Budget	Actual Year To Date 9/30/2009
<b>Operating Expenses</b>				
Gasoline Expense	3,500.00	431.56	11.47%	625.79
Mileage Reimbursement	8,250.00	651.24	7.89%	749.61
Toll Tag Expense	4,375.00	353.07	8.07%	444.92
Parking	39,270.00	10,236.55	26.07%	2,963.10
Meeting Facilities	1,200.00	250.00	20.83%	0.00
Community Events	5,000.00	500.00	10.00%	500.00
Meeting Expense	5,400.00	294.35	5.45%	551.62
Public Notices	2,400.00	0.00		200.00
Postage	6,000.00	265.05	4.42%	-431.45
Overnight Delivery Services	3,750.00	30.92	0.82%	125.98
Local Delivery Services	3,650.00	26.00	0.71%	140.70
Insurance	125,000.00	26,936.23	21.55%	29,144.68
Repair and Maintenance	700.00	0.00		0.00
Repair & Maintenance-Vehicles	2,900.00	0.00		62.78
Repair and Maintenance Toll Equip	15,000.00	0.00		1,030.00
Rent	212,000.00	46,982.88	22.16%	48,043.02
Water	7,500.00	441.76	5.89%	918.50
Electricity	121,100.00	7,415.96	6.12%	15,248.19
Amortization Expense	1,225,000.00	307,403.88	25.09%	305,460.69
Dep Exp- Furniture & Fixtures	19,000.00	4,681.65	24.64%	4,681.67
Dep Expense - Equipment	15,000.00	3,594.42	23.96%	3,594.43
Dep Expense - Autos & Trucks	4,000.00	983.33	24.58%	983.31
Dep Expense-Buildng & Toll Fac	177,000.00	44,139.57	24.94%	44,139.57
Dep Expense-Highways & Bridges	5,000,000.00	1,241,801.75	24.84%	1,241,393.99
Dep Expense-Communic Equip	197,000.00	49,112.05	24.93%	49,167.86
Dep Expense-Toll Equipment	465,000.00	115,445.34	24.83%	115,445.34
Dep Expense - Signs	135,000.00	33,317.02	24.68%	33,317.02
Dep Expense-Land Improvemts	52,000.00	12,895.97	24.80%	12,895.97
Depreciation Expense-Computers	410,000.00	2,422.29	0.59%	91,970.52
Other Licenses	250.00	0.00		235.00
Community Initiative Grants	65,000.00	30,750.00	47.31%	0.00
<b>Total Operating Expense</b>	<b>8,331,245.00</b>	<b>1,941,332.84</b>	<b>23.30%</b>	<b>2,003,602.81</b>
<b>Financing Expenses</b>				
Arbitrage Rebate	6,000.00	0.00		0.00
Bond Issuance Expense	620,280.00	73,952.13	11.92%	181,827.30
Loan Fees	12,500.00	0.00		0.00
Bond Issuance Cost	30,000.00	5,000.00	10.07%	5,000.00
Trustee Fees	2,000.00	0.00		0.00
Bank Fees	7,500.00	1,978.86	26.38%	1,337.17
Interest Expense	11,750,000.00	3,110,652.51	26.47%	3,036,591.04
Contingency	15,000.00	0.00		0.00
<b>Total Financing Expense</b>	<b>12,443,280.00</b>	<b>3,191,583.50</b>	<b>25.65%</b>	<b>3,224,755.51</b>
<b>Other Gains or Loss</b>				
<b>Total Expenses</b>	<b>32,251,677.00</b>	<b>6,924,816.25</b>	<b>21.47%</b>	<b>6,502,049.48</b>
<b>Net Income</b>	<b>-10,155,077.00</b>	<b>4,908,339.88</b>		<b>-1,636,005.70</b>

Central Texas Regional Mobility Authority  
Balance Sheet

As of	September 30, 2010	September 30, 2009
<b>Assets</b>		
<b>Current Assets</b>		
Regions Operating Account	225,237.85	106,377.88
Cash In TexSTAR	57,720.07	86,457.03
Regions Payroll Account	1,162.29	1,187.56
Fidelity Government MMA	4,688,500.44	7,460,696.51
Restricted Cash-TexStar	88,343,016.38	36,071,582.61
Regions SIB account	17,443,962.93	55,000.69
Overpayment accounts	12,056.58	3,810.28
<b>Total Cash Equivalents</b>	<b>110,546,418.69</b>	<b>43,785,112.56</b>
Accounts Receivable	100,791.28	98,235.46
Due From Employees	375.00	0.00
Due From Other Funds	108,340.39	0.00
Due From TTA	566,906.30	736,629.70
Due From NTTA	32,432.20	30,815.10
Due From HCTRA	55,779.80	88,645.95
Due From TxDOT	6,429,861.55	0.00
Due From Federal Government	466,419.87	0.00
Interest Receivable	135,810.17	3,649.34
<b>Total Receivables</b>	<b>7,896,716.56</b>	<b>957,975.55</b>
Certificates of Deposit	3,100,000.00	3,100,000.00
Agencies	13,063,295.10	1,000,000.00
Prepaid Insurance	4,002.27	4,442.95
<b>Total Current Assets</b>	<b>134,835,670.47</b>	<b>48,847,531.06</b>
TxDOT reimbursed costs	8,657.59	0.00
<b>Construction Work In Process</b>	<b>92,762,170.16</b>	<b>34,176,132.74</b>
<b>Fixed Assets</b>		
Computers(net)	41,051.61	284,303.62
Computer Software(net)	2,177,275.41	3,350,323.78
Furniture and Fixtures(net)	27,171.15	45,897.66
Equipment(net)	56,369.10	49,046.78
Autos and Trucks(net)	2,949.97	6,883.24
Buildings and Toll Facilities(net)	6,476,549.71	6,653,107.99
Highways and Bridges(net)	181,444,927.11	186,398,529.44
Communication Equipment(net)	1,274,801.68	1,471,528.87
Toll Equipment(net)	3,053,502.14	3,515,283.50
Signs(net)	5,189,043.90	5,322,312.00
Land Improvements(net)	933,825.05	985,408.91
Right of Way	23,683,553.05	23,683,553.05
Leasehold Improvements	63,944.70	69,796.25
<b>Total Fixed Assets</b>	<b>224,424,964.58</b>	<b>231,835,975.09</b>
GIC	89,544,586.13	0.00
<b>Other Assets</b>		
Security Deposits	9,483.30	9,483.30
Intangible Assets	650.00	650.00
Total Bond Issuance Costs	11,011,763.07	8,834,272.97
<b>Total Assets</b>	<b>562,689,307.71</b>	<b>323,704,045.16</b>

## Liabilities

### Current Liabilities

Accounts Payable	178,851.17		126,564.37
Overpayments	12,442.04		3,925.96
Interest Payable	4,735,594.38		2,077,461.09
Due to other Funds	184,367.39		76,027.00
Deferred Compensation Payable	0.00		(799.16)
TCDRS Payable	34,717.49		30,128.43
Due to State of Texas	604.70		763.69
<b>Total Current Liabilities</b>	<b>5,146,577.17</b>		<b>2,314,071.38</b>

### Long Term Liabilities

Accrued Vac & Sick Leave Paybl	205,137.00		205,137.00
Retainage Payable	134,317.16		144,776.71
Tot Sr Lien Rev Bonds Paybl	273,723,732.30		176,409,503.20
Subordinated Lien Bond 2010	45,000,000.00		0.00
TIFIA note 2008	75,249,177.22		71,852,598.70
2009 Regions Build America Bnd	0.00	15,000,000.00	
2009 Region's BAB Discount	0.00	(58,333.32)	
2009 BAB's Payable	0.00		14,941,666.68
2010 BAB's Payable	59,730,000.00		0.00
2009 State Infrastructure loan	32,389,797.93		0.00
Total Long Term Liabilities	<b>486,432,161.61</b>		<b>263,553,682.29</b>
<b>Total Liabilities</b>	<b>491,578,738.78</b>		<b>265,867,753.67</b>

### Net Assets Section

Contributed Capital	18,334,845.57		18,334,845.57
Net Assets beginning	37,767,383.47		41,137,451.62
Current Year Operations	4,908,339.88		(1,636,005.70)
<b>Total Net Assets</b>	<b>42,675,723.35</b>		<b>39,501,445.92</b>

### Total Liabilities and Net Assets

**552,689,307.71**

**323,704,045.16**

CTRMA INVESTMENT REPORT

	Month Ending 9/30/2010					Rate Sept 2010
	Balance 8/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>ount in Trustee TexStar</b>						
183A/290E Project Acct	2,980,454.85			439.77	983,829.59	1,997,065.03
2010 Senior Lien Construction Fund	5,493.38			0.95		5,494.33
2010-1 Sub Lien Projects	869,382.53			150.97		869,533.50
2010 Regions Project Acct	59,254,114.49			10,204.73	996,551.93	58,267,767.29
General Fund	5,100,781.85			735.94	986,546.56	4,114,971.23
Trustee Operating Fund	719,541.54	655,191.05		122.57	800,000.00	574,855.16
Renewal & Replacement Fund	152,832.18			26.54		152,858.72
TxDOT Grant Fund	7,282,629.33			1,264.66		7,283,893.99
Revenue Fund	620.28			0.11		620.39
Debt Service Reserve Fund 05	4,820,078.30			837.03		4,820,915.33
2010 Senior Lien DSF	2,066.84			0.36		2,067.20
2010 Senior Lien Debt Service Reserve Fund	6,745,801.91			1,171.44		6,746,973.35
2010-2Sub Lien Debt Service Reserve Fund	1,000,891.07			173.81		1,001,064.88
2010-1Sub Lien Debt Service Reserve Fund	2,500,361.64			434.20		2,500,795.84
2010-1 COI Sub Lien	2,752.45			0.48		2,752.93
2010 Senior Lien Capitalized Interest	841.00			0.15		841.15
2010-1 Sub Lien Capitalized Interest	419.39			0.07		419.46
2010-2 Sub Lien Capitalized Interest	126.57			0.02		126.59
	91,439,189.60	655,191.05	0.00	15,563.80	3,766,928.08	88,343,016.37
<b>ount in TexStar Operating Fund</b>						
	142,701.82	800,000.00		18.25	885,000.00	57,720.07

CTRMA INVESTMENT REPORT

	Month Ending 9/30/2010					Rate Sept 2010
	Balance 8/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>elity Money Market Fund</b>						
Operating Fund	0.00	655,188.24		2.81	655,191.05	0.00
2010-2 183A/290E Project Acct	1.27	983,829.59		0.78	983,831.59	0.001%
2010-1 Sub Lien Project Acct	0.00	2,095,584.07		0.49	2,095,584.07	0.001%
2010 Senior Lien Construction Fund	14,548.09			0.11		14,548.58
Other Obligations Fund	12,494.71			9.28		12,494.82
Debt Service Fund 2005	1,392,372.07	619,958.33				2,012,339.68
2010 Senior DSF	12.40					12.40
Subordinate Lien TIFIA DS Fund	7,880.21			0.07		7,880.28
2010-2 BABs Supplemental Security	0.00	110,404.38		0.10		110,404.38
2010-2 Subordinate Cap I Fund	2,816.53					2,816.63
2010 Regions BABs Debt Service Account	0.00	157,500.00			157,500.00	0.001%
TxDOT Grant Fund	3,012.93			16,912.01		0.00
Renewal and Replacement	505,005.33			4.29	500,000.00	0.001%
2010-1 Sub lien supplemental Security	12.52					12.52
Revenue Fund	865,383.62	1,661,694.79		6.65	1,534,130.04	0.001%
General Fund	116,331.24	6,388,764.80		2.79	5,483,435.29	0.001%
2010 Senior DS Reserve Fund	250,001.37			8.49		250,009.86
2010-1 Subordinate DS Reserve Fund	92,646.92	22,922.22		2.86		115,572.00
2010-2 Subordinate DS Reserve Fund	34,373.14	6,832.18		1.06		41,205.38
Debt Service Reserve Fund 2005	80,960.89			765.07		81,725.96
	<b>3,377,853.24</b>	<b>12,702,678.60</b>	<b>0.00</b>	<b>17,716.86</b>	<b>11,409,672.04</b>	<b>4,688,576.66</b>
<b>ount in Region's MMA SIB Loan</b>	<b>21,396,897.18</b>			<b>3,066.68</b>	<b>3,956,000.93</b>	<b>17,443,962.93</b>
						<b>0.003%</b>

CTRMA INVESTMENT REPORT

	Month Ending 9/30/2010					Rate Sept 2010
	Balance 8/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Bayerische Landesbank GIC						
Subordinate Lien Cap-I 2010-1	3,949,227.00			1,645.51		0.500%
Subordinate Lien Cap-I 2010-2	1,117,501.38			465.43		0.500%
Senior Lien Cap-I 2010	8,502,876.31			6,235.44		0.880%
Subordinate Lien Project Fund 2010-1	15,796,755.72			4,913.20	2,236,153.00	0.375%
Senior Lien Project Fund 2010	62,414,399.22			44,241.44		0.850%
	91,780,759.63	0.00	0.00	57,501.02	2,236,153.00	
Amount in Fed Agencies						
Amortized Principal	12,564,606.82	500,000.00	(1,311.73)			
Accrued Interest	12,564,606.82	500,000.00	(1,311.73)	20,092.01	0.00	
Certificates of Deposit	3,100,000.00					
Total in Pools	91,581,891.42	1,455,191.05		15,582.05	4,651,928.08	
Total in Money Market	24,774,750.42	12,702,678.60		20,783.54	15,365,672.97	
Total in Fed Agencies	12,564,606.82	500,000.00	(1,311.73)		0.00	
Bayerische Landesbank GIC	91,780,759.63	0.00		57,501.02	2,236,153.00	
Total Invested	223,802,008.29	14,657,869.65	(1,311.73)	93,866.61	22,253,754.05	

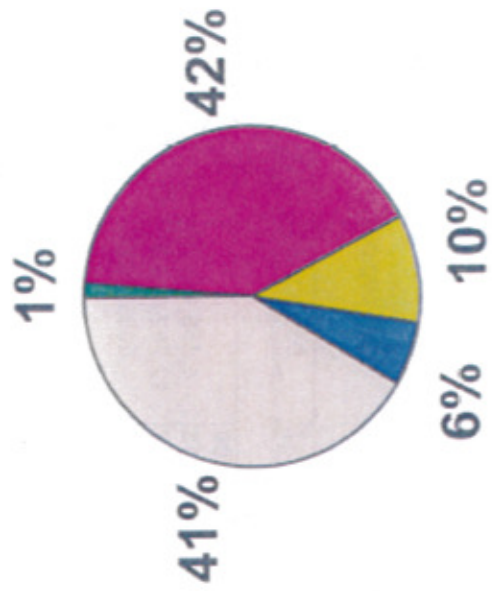
Investments in the portfolio are in compliance with the CTRMA's Investment policy.

William Chapman, CFO

CTRMA INVESTMENT REPORT

Month Ending 9/30/2010					Rate
Balance 8/31/2010	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 9/30/2010

Allocation of Funds



- Certificates of Deposit
- Total in Fed Agencies
- Total in Pools
- Bayerische Landesbank GIC
- Total in Money Market



Amount of Investments As of September 30, 2010

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Fannie Mae	3136FMDR2	2,998,500.00	2,998,875.00	3,004,680.00	1.125%	3/30/2010	4/23/2012	TxDOT Grant Fund
Fannie Mae	31398AZY1	5,070,000.00	5,057,808.98	5,015,650.00	1.62%	11/30/2009	11/10/2014	2005 Debt Service Reserve Fund
Fannie Mae	31398AX80	1,004,500.00	1,004,250.00	1,002,190.00	1.45%	7/29/2010	7/26/2013	2005 Debt Service Reserve Fund
Fannie Mae	31398AW32	1,002,500.00	1,002,361.11	1,005,000.00	1.38%	7/19/2010	7/19/2013	2010-15 Subordinate DSRF
Federal Home loan Bank	313370CR7	1,000,000.00	1,000,000.00	1,000,000.00	0.25%	7/27/2010	1/27/2010	2010 Sn Lien DSRF
Farm Credit Bank	31331JVV0	1,500,000.00	1,500,000.00	1,500,945.00	1.35%	7/22/2010	7/22/2013	2010 Sn Lien DSRF
Fannie Mae	3136FPFP7	500,000.00	500,000.00	500,000.00	0.625%	9/17/2010	9/17/2013	Renewal and Replacement
		<u>13,075,500.00</u>	<u>13,063,295.09</u>	<u>13,028,465.00</u>				

Agency	CUSIP #	COST	Cumulative Amortization	9/30/2010		Interest Income September 2010		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Fannie Mae	3136FMDR2	2,998,500.00	375.00	2,998,875.00	3,000,000.00	2,812.50	62.50	2,875.00
Fannie Mae	31398AZY1	5,070,000.00	(12,191.02)	5,057,808.98	5,000,000.00	13,020.83	(1,179.79)	11,841.04
Fannie Mae	31398AX80	1,004,500.00	250.00	1,004,250.00	1,000,000.00	1,208.33	(125.00)	1,083.33
Fannie Mae	31398AW32	1,002,500.00	138.89	1,002,361.11	1,000,000.00	1,145.83	(69.44)	1,076.39
Federal Home loan Bank	313370CR7	1,000,000.00	0.00	1,000,000.00	1,000,000.00	104.17	0.00	104.17
Farm Credit Bank	31331JVV0	1,500,000.00	0.00	1,500,000.00	1,500,000.00	1,687.50	0.00	1,687.50
Fannie Mae	3136FPFP7	500,000.00	0.00	500,000.00	500,000.00	112.85	0.00	112.85
		<u>13,075,500.00</u>	<u>(11,427.13)</u>	<u>12,563,295.09</u>	<u>13,000,000.00</u>	<u>20,092.01</u>	<u>(1,311.73)</u>	<u>18,667.43</u>

**September 2010 Certificates of Deposit Outstanding**

Bank	CUSIP #	COST	Yield to		Matures		Sept 2010 Interest	FUND
			Maturity	Purchased	1/4/2011	9/10/2010		
Regions Bank	CDRB32454	3,000,000	0.30%	4/5/2010	1/4/2011	\$ 764.38	Debt Service Reserve Fund 05	
Regions Bank	CDRB27819	100,000	0.53%	10/14/2009	9/10/2010	\$ 36.98	TxDOT Grant Fund	
		<u>3,100,000</u>				<u>801.36</u>		

INVESTMENTS by FUND

Balance  
September 30, 2010

Renewal & Replacement Fund			TexSTAR	88,400,736.44
TexSTAR	152,858.72		CD's	3,100,000.00
Fidelity	5,009.62		Fidelity	4,688,576.66
Agencies	500,000.00	657,868.34	SIB	17,443,962.93
TxDOT Grant Fund			Agencies	13,063,295.09
TexSTAR	7,283,893.99		Bayerische GIC	83,602,107.65
Fidelity	19,924.94			
CD's	100,000.00			
Agencies	2,998,875.00	10,402,693.93		
Subordinate Lien DS Fund 05				\$ 216,298,678.77
Fidelity	7,880.28	7,880.28		
Debt Service Reserve Fund 05				
TexSTAR	4,820,915.33			
Fidelity	81,725.96			
CD's	3,000,000.00			
Agencies	6,062,058.98	13,964,700.27		
Debt Service Fund 05				
Fidelity	2,012,339.68	2,012,339.68		
2010 Senior Lien DSF				
TexSTAR	2,067.20			
Fidelity	12.40	2,079.60		
Other Obligations Fund				
Fidelity	12,494.82	12,494.82		
Operating Fund				
TexSTAR	57,720.07			
TexSTAR-Trustee	574,855.16			
Fidelity	0.00			
Region's SIB Loan MMA	17,443,962.93	18,076,538.16		
Revenue Fund				
TexSTAR	620.39			
Fidelity	992,955.02	993,575.41		
General Fund				
TexSTAR	4,114,971.23			
Fidelity	1,021,663.54	5,136,634.77		
2010-1 Sub Lien Cost of Issuance				
TexSTAR	2,752.93	2,752.93		
2010 Senior Lien Capitalized Interest				
TexSTAR	841.15			
Bayerische GIC	8,509,111.75	8,509,952.90		
2010-1 Sub Lien Capitalized Interest				
TexSTAR	419.46			
Bayerische GIC	3,950,872.51	3,951,291.97		
2010-2 Sub Lien Capitalized Interest				
TexSTAR	126.59			
Fidelity	2,816.63			
Bayerische GIC	1,117,966.81	1,120,910.03		
2010-1 Sub BABs subsidy				
Fidelity	12.52	12.52		
2010-2 Sub BABs subsidy				
Fidelity	110,404.38	110,404.38		
2010 Senior Lien Debt Service Reserve Fund				
TexSTAR	6,746,973.35			
Fidelity	250,009.86			
Agencies	2,500,000.00	9,496,983.21		
2010-2Sub Lien Debt Service Reserve Fund				
TexSTAR	1,001,064.88			
Fidelity	41,206.38	1,042,271.26		
2010-1Sub Lien Debt Service Reserve Fund				
TexSTAR	2,500,795.84			
Fidelity	115,572.00			
Agencies	1,002,361.11	3,618,728.95		
2010 Regions BABs Project Account				
TexSTAR	58,267,767.29			
Fidelity		58,267,767.29		
2010-1 Sub Lien Projects Fund				
TexSTAR	869,533.50			
Fidelity	0.00			
Bayerische GIC	13,565,515.92	14,435,049.42		
183A/290E Project Acct				
TexSTAR	1,997,065.03			
Fidelity	0.05	1,997,065.08		
2010 Senior Lien Construction Fund				
TexSTAR	5,494.33			
Fidelity	14,548.58			
Bayerische GIC	62,458,640.66	62,478,683.57		
				\$ 216,298,678.77



## Monthly Newsletter - September 2010

### Performance

#### As of September 30, 2010

Current Invested Balance	\$4,970,973,494.85
Weighted Average Maturity (1)	46 Days
Weighted Average Maturity (2)	71 Days
Net Asset Value	1.000099
Total Number of Participants	718
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$1,049,490.28
Management Fee Collected	\$200,801.29
% of Portfolio Invested Beyond 1 Year	2.57%
Standard & Poor's Current Rating	AAAm

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

#### September Averages

Average Invested Balance	\$4,886,031,372.97
Average Monthly Yield, on a simple basis	0.2113%
Average Weighted Average Maturity (1)*	47 Days
Average Weighted Average Maturity (2)*	74 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 367 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

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

### New Participants

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

★ City of Crystal City

★ University of North Texas at Dallas

★ Taft ISD

### Holiday Reminder

Please note that in observance of the Columbus Day holiday, TexSTAR will be closed Monday, October 11, 2010. All ACH transactions initiated on Friday, October 8th will settle on Tuesday, October 12th.

In observance of the Veterans Day holiday, TexSTAR will be closed Thursday, November 11, 2010. All ACH transactions initiated on Wednesday, November 10th will settle on Friday, November 12th.

These are unusual holidays where the investment markets are closed but the banks are open. Please plan accordingly for your liquidity needs.

### Economic Commentary

Structural headwinds in the labor market, low inflation, accommodative monetary policy and legislative uncertainty will likely be primary drivers of the U.S. economy going forward. The Fed is expected to remain vigilant and pursue further bond purchases to help maintain lower interest rates, to stimulate mortgage refinance activity and to boost other asset prices generally. The broad-based increase in income and wealth resulting from this accommodative monetary policy should engender more consumer and business confidence and generate end demand for U.S. goods. Government spending will likely have no growth in 2011, and it is expected that some portion of the Bush-era tax cuts will remain in place and prevent the significant drag on growth that would otherwise occur. The unemployment rate is likely to remain elevated and be unchanged around 9.5% through 2011. With employment weak and inflation expectations tame, monetary policy will likely remain accommodative through the coming year.

This information is an excerpt from an economic report dated August 2010 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

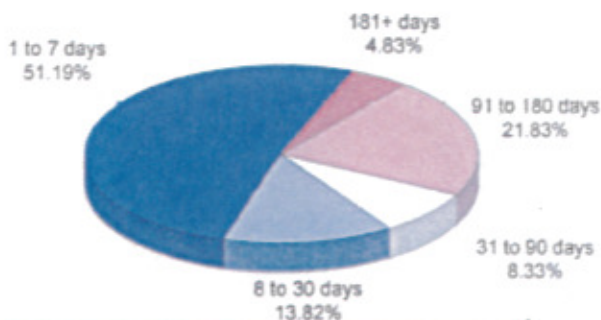
### Program News

We are pleased to announce that TexSTAR is moving to a single sign-on process when accessing the TexSTAR systems. This means that participants will only need their USER ID and password to access the internet transaction system, the participant services section of the website and when doing a manual transaction with a Participant Services Representative. The Participant Services PIN will no longer be used. We know entities have several passwords for the different systems they use on a daily basis. We hope this will simplify things with one less password to maintain. Watch your email for more information regarding this change.

For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).

## Information at a Glance

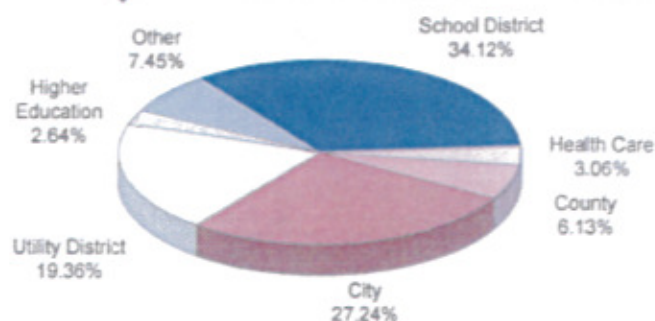
### Portfolio by Type of Investment As of September 30, 2010



### Distribution of Participants by Type As of September 30, 2010



### Portfolio by Maturity As of September 30, 2010



## Historical Program Information

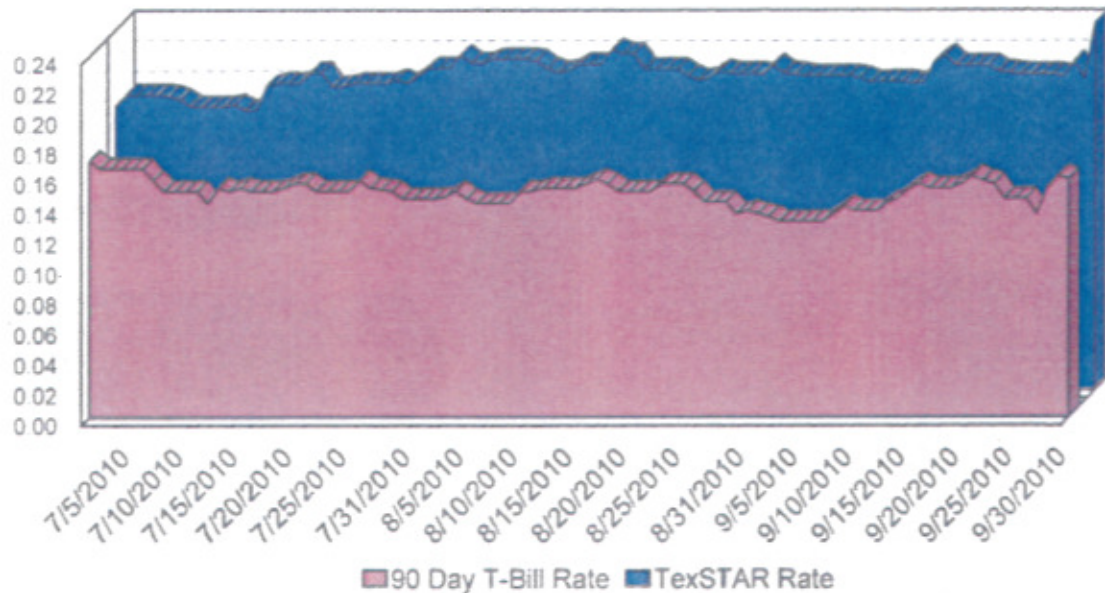
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 10	0.2113%	\$4,970,973,494.85	\$ 4,971,467,034.53	1.000099	47	74	718
Aug 10	0.2153%	4,898,435,591.73	4,899,135,875.31	1.000142	49	81	715
Jul 10	0.1992%	4,973,684,902.13	4,974,288,088.24	1.000117	43	71	712
Jun 10	0.1860%	5,156,538,488.97	5,157,298,475.17	1.000147	44	72	712
May 10	0.1838%	5,182,297,968.35	5,182,789,855.09	1.000094	47	74	711
Apr 10	0.1721%	5,339,490,225.82	5,339,710,431.56	1.000035	51	80	710
Mar 10	0.1552%	5,631,610,152.45	5,632,064,660.25	1.000080	52	75	705
Feb 10	0.1453%	6,054,214,913.66	6,054,862,055.15	1.000106	46	68	704
Jan 10	0.1604%	5,840,134,270.14	5,841,215,764.12	1.000185	44	62	702
Dec 09	0.1888%	5,407,637,704.81	5,408,888,081.88	1.000223	49	69	701
Nov 09	0.1986%	5,098,729,406.85	5,100,566,153.33	1.000360	53	73	699
Oct 09	0.2095%	5,268,497,948.76	5,270,536,424.50	1.000384	49	71	696

## Portfolio Asset Summary as of September 30, 2010

	Book Value	Market Value
Uninvested Balance	\$ 115,627.07	\$ 115,627.07
Accrual of Interest Income	939,869.91	939,869.91
Interest and Management Fees Payable	(1,077,342.96)	(1,077,342.96)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	2,260,743,000.00	2,260,743,000.00
Government Securities	2,710,252,340.83	2,710,745,880.51
<b>Total</b>	<b>\$ 4,970,973,494.85</b>	<b>\$ 4,971,467,034.53</b>

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 investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

## Daily Summary for September 2010

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2010	0.2106%	0.000005770	\$4,889,100,662.64	1.000160	51	83
9/2/2010	0.2100%	0.000005754	\$4,868,526,209.37	1.000145	51	80
9/3/2010	0.2087%	0.000005717	\$4,846,245,998.47	1.000121	49	78
9/4/2010	0.2087%	0.000005717	\$4,846,245,998.47	1.000121	49	78
9/5/2010	0.2087%	0.000005717	\$4,846,245,998.47	1.000121	49	78
9/6/2010	0.2087%	0.000005717	\$4,846,245,998.47	1.000121	49	78
9/7/2010	0.2087%	0.000005718	\$4,848,556,681.45	1.000138	49	78
9/8/2010	0.2075%	0.000005686	\$4,865,250,610.77	1.000137	48	77
9/9/2010	0.2043%	0.000005597	\$4,836,808,857.95	1.000137	50	78
9/10/2010	0.2049%	0.000005615	\$4,812,000,887.20	1.000134	49	77
9/11/2010	0.2049%	0.000005615	\$4,812,000,887.20	1.000134	49	77
9/12/2010	0.2049%	0.000005615	\$4,812,000,887.20	1.000134	49	77
9/13/2010	0.2035%	0.000005576	\$4,917,426,955.81	1.000135	47	74
9/14/2010	0.2048%	0.000005610	\$4,914,334,475.52	1.000123	47	74
9/15/2010	0.2178%	0.000005966	\$4,985,091,171.58	1.000103	45	72
9/16/2010	0.2224%	0.000006092	\$4,975,845,288.55	1.000094	46	73
9/17/2010	0.2155%	0.000005904	\$4,883,345,051.45	1.000089	46	72
9/18/2010	0.2155%	0.000005904	\$4,883,345,051.45	1.000089	46	72
9/19/2010	0.2155%	0.000005904	\$4,883,345,051.45	1.000089	46	72
9/20/2010	0.2155%	0.000005903	\$4,852,200,277.00	1.000086	46	73
9/21/2010	0.2114%	0.000005791	\$4,873,243,255.16	1.000085	47	73
9/22/2010	0.2106%	0.000005771	\$4,902,427,131.08	1.000089	46	72
9/23/2010	0.2098%	0.000005749	\$4,873,804,902.56	1.000090	46	73
9/24/2010	0.2096%	0.000005742	\$4,857,415,354.66	1.000088	45	71
9/25/2010	0.2096%	0.000005742	\$4,857,415,354.66	1.000088	45	71
9/26/2010	0.2096%	0.000005742	\$4,857,415,354.66	1.000088	45	71
9/27/2010	0.2083%	0.000005708	\$4,973,572,802.91	1.000088	43	69
9/28/2010	0.2178%	0.000005966	\$4,999,657,356.89	1.000095	45	70
9/29/2010	0.2069%	0.000005669	\$4,990,853,181.28	1.000099	46	71
9/30/2010	0.2437%	0.000006678	\$4,970,973,494.85	1.000099	46	71
Average	0.2113%	0.000005789	\$4,886,031,372.97		47	74

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



### **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs &amp; Santow</i>	<i>Advisory Board</i>

**FirstSouthwest**   
A PlainsCapital Company.

**J.P.Morgan**  
Asset Management

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

**RESOLUTION NO. 10-99**

**Approve the CTRMA Legislative Program for the Texas 82<sup>nd</sup> Legislature**

WHEREAS, the Texas Legislature is scheduled to convene at noon, January 11, 2011, and to adjourn on Monday, May 30, 2011, the 82<sup>nd</sup> Regular Legislative Session; and

WHEREAS, action on legislation considered by the 82<sup>nd</sup> Legislature can effect the powers, duties, and ability of the Central Texas Regional Mobility Authority to fulfill its statutory mission as a regional mobility authority existing and operating under Chapter 370 of the Texas Transportation Code; and

WHEREAS, the Board of Directors supports consideration and adoption by the 82<sup>nd</sup> Legislature of legislation that addresses certain issues identified and supported by other regional mobility authorities throughout Texas.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the Legislative Program attached to this Resolution as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of October, 2010.

Submitted and reviewed by:



Andrew Martin  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-99  
Date Passed 10/27/10



## Attachment A to Resolution 10-99

### **CTRMA Legislative Program 82<sup>nd</sup> Legislative Session**

The following identifies CTRMA's legislative program and priorities for the 82<sup>nd</sup> Legislature:

1. **Primacy**: CTRMA (along with other RMAs) worked closely with Sen. Nichols last session to advance SB 17, which would have eliminated the "market valuation" process provided for in SB 792 and established an order of priority that would have given local toll project entities (LTPEs) the first option to develop toll projects within their regions. CTRMA supports advancing these concepts again. CTRMA believes it is critical to assure that local control will be maintained over toll projects and that toll revenues will remain within the areas where they are generated.

2. **Extension of CDA Authority**: Concession CDA authority for RMAs expired August 31, 2009 (except for certain exempted projects) and Design/Build CDA authority will expire August 31, 2011. Design/Build CDA authority has been an important tool for delivery of CTRMA projects. It is noteworthy that both the North Texas Turnpike Authority (NTTA) and county toll road authorities (including HCTRA, the Harris County Toll Road Authority) have CDA authority that is not subject to expiration, and there is no reason that RMAs should not have the same tools available as those other local toll project entities (LTPEs). At a minimum, Design/Build CDA authority should be extended for RMAs, along with the ability to secure financing as part of a Design/Build CDA.

3. **RMA Clean-up**: An RMA "clarification" bill was filed last session (HB 2990/SB1669) to clarify language in several sections of Chapter 370 of the Transportation Code related to project financing, add parking structures and transportation reinvestment zone projects to the list of authorized RMA projects, and give RMAs the same collection and enforcement tools as TxDOT, NTTA and HCTRA. CTRMA supports these changes to Chapter 370, its governing statute.

4. **Transportation Reinvestment Zones**: Transportation Reinvestment Zones (TRZs) offer an important tool for generating local funding for projects. As TxDOT's financial condition continues to deteriorate and communities struggle to find means to general local funding, the use of TRZs has become even more important. Currently TRZs are tied to the "pass-through" program, and have other statutory problems which require correction or improvement. CTRMA and other RMAs supported HB 1810/SB 2378 introduced last session to correct many of the TRZ deficiencies; CTRMA supports pursuing that legislation again.

5. **Environmental Review Process**: Increased attention has been given to the delays in project delivery and the associated costs resulting from prolonged review periods for environmental documents. CTRMA and other RMAs supported SB 502 during the previous session which would have allowed RMAs and other LTPEs to "fund" positions at various state

and federal entities to help to expedite project reviews. CTRMA supports pursuing that legislation again, as well as other statutory changes to establish reasonable deadlines, formalize processes, and otherwise add efficiencies to the environmental review process.

Other issues which CTRMA would like to see addressed during the 82<sup>nd</sup> Session include:

- **Funding:** issue the remaining Prop 12 bond capacity; enhance the pass-through program, and pursue other options for additional funding.
- **Enforcement:** Improve and standardize throughout Texas authorized toll violation enforcement and collection procedures (and possible consolidation of statutes for different types of toll authorities).

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

**RESOLUTION NO. 10-100**

**Authorizing a Contract to Acquire Certain Property in Travis County  
for the US 290 East Toll Project ("Manor Expressway")  
(Parcel 53)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code, its Resolution 10-50, and other applicable law, the Central Texas Regional Mobility Authority ("CTRMA") found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to that certain 0.950 acres described by metes and bounds in the Real Estate Contract attached as Exhibit "A" to this Resolution (the "Subject Property"), owned by AUSTIN HB RESIDENTIAL PROPERTIES, LTD. (the "Owner"), for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 290 East Toll Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Subject Property has been submitted to the CTRMA, and an amount has been established to be just compensation for the property rights to be acquired; and

WHEREAS, the Executive Director of the CTRMA, through agents employed or contracted with the CTRMA, has transmitted an official written offer to the Owner, based on the amount determined to be just compensation, and has entered into good faith negotiations with the Owner of the Subject Property to acquire the Subject Property; and

WHEREAS, the Executive Director and the Owner have agreed on the amount determined to be just compensation and damages, if any, due to said Owner for the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CTRMA that the Executive Director is specifically authorized and directed to execute a contract to purchase the Subject Property in the form or substantially the same form attached as Exhibit "A" together with all associated documents necessary to acquire the fee simple interest in the Subject Property, for a total contract acquisition price of \$581,600.00.

*[Signatures on next page]*

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of October, 2010.

Submitted and reviewed by:



Andrew Martin, General Counsel  
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson  
Chairman, Board of Directors  
Resolution Number 10-100  
Date Passed: 10/27/10

**Exhibit A: Real Estate Contract for Parcel 53**

**REAL ESTATE CONTRACT**  
Highway 290E Right of Way

State of Texas  
County of Travis

THIS REAL ESTATE CONTRACT ("Contract") is made by Austin HB Residential Properties, Ltd, a Texas limited partnership (referred to in this Contract as "Seller") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth herein.

**ARTICLE I**  
**PURCHASE AND SALE**

1.01. By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.950 acre tract of land, more or less, out of the William H. Sanders Survey No. 54, Abstract No. 690, Travis County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 53);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property and any improvements situated thereon shall be the sum of five hundred eighty-one thousand six hundred dollars and no cents (\$581,600.00), hereinafter called the "Purchase Price".

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing, hereinafter defined.

**ARTICLE III  
MISCELLANEOUS CONDITIONS**

3.01. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the date of the Closing, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

4.03. PROPERTY CONDITION: PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS EXPERIENCED IN THE OWNERSHIP OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PURCHASER PRIOR TO THE CLOSING DATE WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. PURCHASER ACKNOWLEDGES THAT IT IS FULLY RELYING ON PURCHASER'S (OR PURCHASER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT AND THE PURCHASE, PURCHASER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND,

EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THE DEED DATED ON THE CLOSING DATE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO PURCHASER, SELLER AND SELLER'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES ("SELLER'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND PURCHASER ACCEPTS THAT SELLER AND SELLER'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED), OF OR RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (II) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (III) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY, (IV) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (V) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. THE PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH PURCHASER DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT PURCHASER'S SOLE EXPENSE. PURCHASER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT PURCHASER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY. ANY REPAIRS PAID FOR BY SELLER PURSUANT TO THIS CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.



**ARTICLE V  
CLOSING**

Closing Date

5.01. The consummation of the transaction contemplated in this Contract, herein called the "Closing", shall be held at the office of Heritage Title Company, Attn: Bailey Cook, 401 Congress Avenue, Suite 1500, Austin, Texas 78701, on or before November 19, 2010, or at such time, date, and place as Seller and Purchaser may agree in writing upon but no later than November 19, 2010 or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date"). North American Title Company, Attn: Jeanine West, 823 Congress Avenue, Suite 1400, Austin, Texas 78701, will facilitate the underwriting of the title to the property and will issue the Texas Owner's Title Policy. Heritage Title Company will serve as the title company for the Closing, and both title companies will share equally in any fees applicable to the issuance of such title policy.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to the State of Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens, except for the following:

- (a) General real estate taxes for the year of Closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and,
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Grantee's title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted at Purchaser's expense;

- (b) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable"; and,
- (c) Deliver to Purchaser possession of the Property at Closing.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and any additional compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Texas Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other cost of Closing shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

6.01. Purchaser has notified Seller that it has a right to condemn the Property under Subchapter E, Chapter 370, Texas Transportation Code, the provisions of the Texas Constitution, and any other procedures contained in the Texas Eminent Domain Procedure Law and that, unless Seller sells the Property to Purchaser pursuant to this Contract Purchase, Purchaser will exercise its condemnation rights under applicable law to condemn the Property. Therefore, Seller is entering into this Contract under the threat of condemnation of the Property.

6.02. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser will initiate condemnation proceedings.

**ARTICLE VII  
BREACH BY PURCHASER**

7.01. In the event Purchaser should fail to consummate the purchase of the Property and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to enforce specific performance of this Contract.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Central Texas Regional Mobility Authority, which date is indicated beneath the Executive Director's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Offer to Sell Expiration

8.12 The offer by Seller to sell the Property to Purchaser under the terms and conditions set forth herein, shall become null and void should Seller not receive a copy of this Contract duly executed by Purchaser on or before November 1, 2010 at 5:00PM.

**SELLER:**

Austin HB Residential Properties, Ltd.  
a Texas limited partnership  
By its General Partner: Austin HB Residential Ventures, Inc.,  
A Texas Corporation

Signed: \_\_\_\_\_  
David M. Buicko, Executive Vice President  
1010 Rio Grande Street, Suite B  
Austin, Texas 78701

Date: \_\_\_\_\_

**PURCHASER:**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: \_\_\_\_\_  
Mike Heiligenstein, Executive Director  
301 Congress Ave., Suite 650  
Austin, Texas 78701