

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

RESOLUTION NO. 12-078

**AUTHORIZE NEGOTIATION OF A CONTRACT FOR
PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES
FOR THE MOPAC SOUTH PROJECT.**

WHEREAS, the Mobility Authority issued a request for qualifications for preliminary engineering and environmental services for the MoPac South Project on September 21, 2012 (the "RFQ"), and five responses to the RFQ were received from proposers by the October 12 submittal deadline established by the RFQ; and

WHEREAS, those responses were reviewed and evaluated by a selection committee in accordance with the RFQ and the Mobility Authority's procurement policies; and

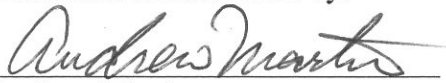
WHEREAS, after a review and analysis of the proposals by the selection committee, including an interview with each proposer, the selection committee has recommended to the Executive Director, and the Executive Director recommends to the Board, that the Board select and authorize negotiation of a contract for the requested services with Jacobs Engineering Group, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors selects Jacobs Engineering Group, Inc., to provide preliminary engineering and environmental services for the MoPac South Project; and


BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a professional services contract with Jacobs Engineering Group, Inc., for the requested services and to present that proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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 12- 078
Date Passed 12/5/12

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

RESOLUTION NO. 12-079

**AUTHORIZE A NEW WORK AUTHORIZATION WITH HNTB CORPORATION
FOR GENERAL ENGINEERING CONSULTANT SERVICES RELATED TO
THE MOPAC SOUTH PROJECT.**

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

WHEREAS, the Executive Director and HNTB have discussed and agreed to a new work authorization for HNTB to provide project development, environmental oversight, and design oversight services for development of the MoPac South Project; and

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-079
Date Passed: 12/5/2012

Exhibit 1

Proposed Work Authorization

(on the following 13 pages)

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 13

This Work Authorization is made as of this 5th day of December, 2012, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23rd, 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:

MoPac South - Project Development, Environmental Oversight, Design Oversight

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 shall expire on December 31, 2014, or when all tasks associated with the Scope of Services are complete as defined by the Authority.

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 **\$3,714,512** 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: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: Richard L. Ridings, P.E.

Title: Vice President

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**ATTACHMENT A – SCOPE OF SERVICES****WORK AUTHORIZATION NO. 13****SERVICES TO BE PROVIDED BY the GENERAL ENGINEERING CONSULTANT
(GEC)****General**

The services to be performed by GEC will include, but not be limited to, professional services and deliverables for various tasks related to the study and development of the MoPac South Project, “the Project”. The limits of the services are from Cesar Chavez Street south to SH45 South. Because the GEC has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the GEC’s opinion of probable costs shall be made on the basis of experience and qualifications as a practitioner of its profession. GEC does not guarantee that proposals, bids, or actual project costs will not vary from GEC’s construction cost estimates and/or GEC’s projected schedules. No review, coordination or monitoring services by GEC under this Agreement relieve other project participants of their contractual obligations to the Authority or any other party.

In performing its services, GEC shall have the right to rely on materials, information and data provided by other parties. In addition, GEC’s services hereunder shall not relieve any other project participant of their contractual duties and obligations to the Authority.

1.0 PROJECT MANAGEMENT & ADMINISTRATION

The GEC will perform internal project management, administrative and coordination duties, including contract administration, reporting, meeting minutes of required meetings, and other related administrative tasks (e.g., direct costs) associated with the GEC’s services for the Project, including:

1.1. Contract Administration

Assist the Authority in Preparation of contracts, as required, between the GEC and the Authority, GEC and subconsultants, and the Authority and its subconsultants. Provide assistance to the Authority related to Board approval of contracts. Coordinate the GEC’s subconsultant(s) activities, review all work products prepared by GEC’s subconsultant(s), review and approve GEC’s subconsultant(s) progress reports and invoices.

1.2. Progress Status Reports

Comprehensive Project Progress Status Update Reports will be prepared, as requested by the Authority, and may include but not limited to activities completed, initiated or ongoing, during the reporting period. This includes Project Quarterly Reports and presentations, and preparation and support for Project updates for distribution to stakeholders and the Board of Directors.

1.3. Record Keeping and File Management

GEC shall maintain its internal files and records related to the project throughout the duration of GEC Services.

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 its use or distribution. Copies of relevant outgoing correspondence and incoming correspondence will be provided to the Authority on a continuing basis.

1.5. Schedule Preparation and Update

Prepare a detailed, graphic Master 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 collectively with the comprehensive Project team and the schedule will be revised accordingly. Implementation of the recovery schedule may be subject to others (TxDOT).

1.6. Project Reporting/Dashboard Update

Prepare and submit updated project information, including schedule and budget, for the Authority's dashboard on a monthly basis; provide QC review of revised information on website. Assist with the Preparation and, if necessary, submit all documentation related to TxDOT's Local Government Project Procedures and Rider 42 Requirements.

2.0 PROJECT DEVELOPMENT

This scope of services includes professional services and deliverables in support of the Authority's development of the Project from Cesar Chavez Street south to SH45 South.

2.1. Project Development Support

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

- 2.1.1. Loan and/or Grant Applications: Assist the Authority in the development of loan and/or grant applications for the project as required. This will include various elements of the loan and/or grant form and associated documentation for the Authority's review and approval; it will also include participation in the coordination efforts with State and/or Federal agencies as requested by the Authority. (One Application Anticipated)
- 2.1.2. 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, environmental assistance, reports, research, presentations, and meetings.

- 2.1.3. Traffic Modeling: Conduct a peer review of the CORSIM and/or VISSIM Traffic Models and provide summary of review comments. Assist with coordination between consultants.
- 2.1.4. TxDOT, Capital Metro, and FHWA Coordination: Provide appropriate staff as part of coordination efforts between the Authority and TxDOT, Capital Metro, and FHWA. GEC will provide coordination efforts on the Authority's behalf at the direction of the Authority.
- 2.1.5. Traffic and Revenue (T&R) Consultant Coordination: Provide coordination and support to the Authority's T&R Consultant, as directed by the Authority. Conduct peer review and provide summary of review comments.
- 2.1.6. Project Development Agreement (PDA): Assist in the development of the PDA, generation of PDA exhibits, review of PDA drafts, and TxDOT coordination support, as directed by the Authority.
- 2.1.7. CAMPO Coordination: Provide appropriate staff as part of coordination efforts between the Authority and CAMPO. GEC will provide coordination efforts on the Authority's behalf at the direction of the Authority.
- 2.1.8. Provide DBE Outreach as requested by the Authority.
- 2.1.9. Utility and Right-of-Way Support: Support the Authority in its efforts to coordinate future utility relocations and right-of-way acquisitions if needed.

2.2. Financial Planning Support

2.2.1. Project Cost Estimate Updates

GEC will provide opinion of probable total project cost estimate updates for the project. GEC will prepare an estimate of probable construction costs which will include quantity/cost estimates for major components of work such as; roadway paving, roadway earthwork, roadway drainage, bridge structures, retaining walls, other structures, signing and marking, lighting, and signalization. The estimate of probable construction costs will be used to estimate total project costs that will also include program management and oversight, preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance/mitigation, construction, toll collection systems utility relocation and construction engineering and inspection (CEI), legal, public involvement, and financing costs.

Provide updates to preliminary costs estimate, schedule, financial feasibility analysis necessitated by the on-going project scoping/sizing process.

Incorporate the use of risk-based cost estimating as requested by the Authority.

2.2.2. Operation, Maintenance, and Renewal & Replacement Estimate Updates

- Develop and/or update GEC's opinion of probable operations cost estimates using either a Sketch Level approach (i.e., an assumed per

transaction cost based on average operations costs of similar toll systems) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the toll operations, enforcement and incident management and applying anticipated unit prices to same to develop an opening year cost estimate which can be escalated over time).

- Develop and/or update GEC's opinion of probable annual/routine maintenance cost estimates using either a Sketch Level approach (i.e., an estimated per centerline mile cost based on the facility type which considers the number of lanes, pavement material, and location) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the maintenance efforts and applying anticipated unit prices to same to develop an opening year cost that can be escalated over time).
- Develop and/or update GEC's opinion of probable renewal & replacement budget cost estimates (non-routine maintenance estimates) using either a Sketch Level approach (i.e., an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (i.e., includes the identification of a long-term, periodic maintenance/replacement schedule, estimation of quantities for the associated elements, and inflated prices of same to assess the overall cost requirements of the system in the target years).

2.2.3. Toll Feasibility Analysis Updates

GEC will assist the Authority in updating toll feasibility analyses which includes the incorporation of traffic and revenue forecast updates (by others); operations, maintenance, and renewal & replacement estimates; and total project cost estimates to determine the financial feasibility of the project.

2.2.4. Financial Advisor Support/Financial Plan Development

GEC will provide support as requested by the Authority to assist in the financial programming of their system. This will include the development of cash flow analyses which contemplate implementation costs and schedules. GEC will also assist in the identification of priorities for the Project. The tasks will include:

- Assess third party related costs for utility adjustments/relocations.
- If necessary, assist with a system financing plan which may include additional Authority Projects and may require the update and revision of the respective operations and maintenance costs, traffic and revenue studies, and renewal and replacement cost estimates.
- Develop a Funding Contingency Plan should funding for the project as a whole not be provided and determine the impact of various design approaches on estimated project costs and project design life. GEC will:
 - Develop a list of "reasonable" design options for consideration such as project length reductions, ramp reductions, and pavement structure modifications, etc.
 - Meet with the Authority regarding design option concurrence prior to

additional analysis.

- Analyze and document the financial implications of the various design options considered and include such things as project cost, schedule impact, local economic impact, length of useful life, operations and maintenance, and impact on financing options.

2.3. Toll Systems Support

The GEC will update the guidelines for the toll collection system for the Project, if required. The toll system will utilize an Electronic Toll Collection (ETC) System (cashless). The GEC will prepare toll facilities guidelines sufficient for the final design consultant to prepare the final design, if required. Input from the Authority will be included regarding the design concept(s). Toll Systems/Facilities Guidelines will include:

- Locate toll systems / facilities on Schematic Design plans.
- Include toll system elements in the Schematic Design:
 - Plan view (Structural, Equipment Enclosures, Large Signs, Striping)
 - Elevations
 - General Sections
- Analysis of:
 - Toll Operations
 - Mechanical and Electrical Operations
 - Provisions for local utilities services
 - Facilities for surveillance, communication and control
 - Conceptual ITS interface and infrastructure
- Layouts for toll gantries
- Outline Specifications
- Opinion of Probable Construction Cost

2.4. Conceptual Operations Plan

Update the existing MoPac Operations Plan to include the Project. The operations plan is intended to establish the basic framework for operations of the facility; including a basic definition of systems architecture for ITS and toll collection, incident management, safety and enforcement, and maintenance. The plan will include the roles and responsibilities of the various agencies. This living document will identify program goals and specific project operational requirements, infrastructure, personnel, operations and maintenance support efforts, and resource requirements.

This task may include coordination with TxDOT, the City of Austin, Travis County, Hays County, TTI, the Authority's Toll Systems Integrator, and the Authority's Toll System Consultant. The Conceptual Operations Plan will include the following specific tasks, as necessary:

2.4.1. Operations Plan Development

Based, in part, on the findings of industry research and the development of "Best Practices" for the operation of toll projects, prepare a preliminary Conceptual Operations Plan which presents the concept for operation of the proposed Project to include:

- Definition of the Operations Concept
- Description of the toll facility
- Description of the Systems Architecture, including
 - Toll Collection System components
 - Communications Infrastructure
 - ITS System and Interface
- Incident Management
- Enforcement
- Facility Maintenance

2.4.2. Interagency Coordination

Assist the Authority in any necessary interagency coordination related to the operations of the Project.

3.0 ENVIRONMENTAL SERVICES

3.1. Consultant Procurement

GEC will prepare the deliverables required to complete the procurement of an Environmental Consultant to provide Professional Services (environmental and preliminary engineering) for the environmental clearance and preliminary design of the project in accordance with TxDOT's Local Government Project Procedures.

Services include those required to assist the Authority in: the preparation of a Request for Qualifications (RFQ); the issuance of the RFQ; and the receipt and assessment of submitted responses (anticipate one (1) solicitation).

- Working jointly with the Authority, the GEC will develop a RFQ for the Project, post the RFQ as required by the Authority, and provide responses to questions/modifications as may be required during the process.
- The GEC will support the development of evaluation criteria for the RFQ and evaluate the measurable qualifications of each component utilizing the evaluation procedures and formulae. Provide summaries of strengths and weaknesses of all respondents for each component. Participate in meetings with the Authority staff to discuss evaluations of Responses.
- Assist and support the Authority in the development of the short-list of consultant teams.

- Assist in the preparation of questions to be asked by the Authority at the interviews of short-listed consultant teams. Assist the Authority in planning and managing the interviews. Assist the Authority in answering technical questions at the interviews.
- Participate with the Authority in discussions and reviews of the respondents' comments and answers to the Authority questions after interviews. Prepare final written synopses of those responses in a style and format suitable for review and evaluation by the Selection Committee.
- Assist the Authority staff in preparing for and presenting the recommendations of the Committee to the Authority Board of Directors (the "Board"). Prepare and organize all documents, exhibits, and visual aids required for the comprehension of the presentation by the Board.
- Assist the Authority in preparation of a contract between the Consultant and the Authority; including Scope of Services and Fee Negotiations.

3.2. Environmental Program Oversight

3.2.1. Agency Coordination

Support the Authority in coordination activities with TxDOT Austin District, Consultants, Resource Agencies, TxDOT's Environmental Affairs Division, and the FHWA, as required; including meeting preparation, public outreach support and attendance at public meetings, hearings, and associated workshops or preparation meetings.

- Monitor the schedule and provide updates to the Authority on a monthly basis.
- Prepare for and attend technical working group meetings and TxDOT meetings

3.2.2. Document Review

- Review draft and final Environmental Documents and provide written comments on such documents.
- Reviews shall be for general conformance to the applicable requirements of TxDOT, Capital Metro, and FHWA, if required. Sources of materials will include data received from TxDOT and other federal, state and local governmental and quasi-governmental agencies and field investigations.

3.2.3. Schematic Design Review

GEC will provide high level review, for general conformance with the design criteria and overall project goals, of the draft and the final schematic design prepared by the Environmental Consultant as well as a high level constructability review. Written comments will be provided for each review. GEC will also coordinate with the Environmental Consultant during the schematic design.

3.3 Evaluation of Park & Ride Locations

The GEC will evaluate the Project Corridor for potential Park & Ride locations. This effort will include Agency and stakeholder coordination. Support the Authority in its efforts to incorporate safe and feasible pedestrian and bicycling connectivity into the Project.

4.0 PUBLIC INVOLVEMENT SERVICES

4.1. Oversight of Environmental-related Public Involvement

Support the Authority in coordination activities with the Environmental Consultant, as required; including:

- material preparation;
- preparation, coordination, participation, and/or attendance at stakeholder meetings, open houses, public meetings and hearings, and noise workshops
- review of public outreach support materials; and
- review of public outreach documentation and reports.
- review and provide response support to public inquiries.

4.2. Enhanced Public Involvement Activities

Support the Authority in comprehensive services in planning, scheduling, developing, conducting, and documenting enhanced public involvement activities, as required; including:

- “Informed Consent”-driven Open Houses
- Elected Official Outreach
- Stakeholder Outreach and Facilitation
- Website Support
- E-Newsletters
- Rider 42 requirements

Support the Authority in preparation of media outreach/media briefings, as requested by the Authority. It is anticipated that these services will be primarily handled by the Authority and the Authority’s public relations consultant.

4.3. 3D Simulations

Provide a basic computer simulation(s) of the Project, similar to the simulations used for the MoPac Improvement Project, for use in Open House meetings and outreach events as requested by the Authority.

5.0 CONTEXT SENSITIVE SOLUTIONS SUPPORT

Support the Authority in its efforts to provide context sensitive design solutions to the Project including:

- Establish an aesthetics committee and assist in the coordination of all aesthetic committee meetings
- Incorporate concepts from the Green Mobility Challenge, as appropriate, including coordination with TxDOT

6.0 FINAL ENGINEERING CONSULTANT SERVICES

6.1. Consultant Procurement

GEC will prepare the deliverables required to complete the procurement of a Design Consultant (DC) to provide Professional Services for final engineering design of the project in accordance with TxDOT's Local Government Project Procedures.

Services include those required to assist the Authority in: the preparation of a Request for Qualifications (RFQ); the issuance of the RFQ; and the receipt and assessment of submitted RFQs. These support activities will consist of the following specific tasks (anticipate one (1) solicitation):

- Working jointly with the Authority, the GEC will develop a RFQ for the Project, post the RFQ as required by the Authority, and provide responses to questions/modifications as may be required during the process.
- The GEC will support the development of evaluation criteria for the RFQ and evaluate the measurable qualifications of each component utilizing the evaluation procedures and formulae. Provide summaries of strengths and weaknesses of all respondents for each component. Participate in meetings with the Authority staff to discuss evaluations of Responses.
- Assist and support the Authority in the development of the short-list of consultant teams.
- Assist in the preparation of questions to be asked by the Authority at the interviews of short-listed consultant teams. Assist the Authority in planning and managing the interviews. Assist the Authority in answering technical questions at the interviews.
- Participate with the Authority in discussions and reviews of the respondents' comments and answers to the Authority questions after interviews. Prepare final written synopses of those responses in a style and format suitable for review and evaluation by the Selection Committee.
- Assist the Authority staff in preparing for and presenting the recommendations of the Committee to the Authority Board of Directors (the "Board"). Prepare and organize all documents, exhibits, and visual aids required for the comprehension of the presentation by the Board.

- Assist the Authority in preparation of a contract between the Consultant and the Authority; including Scope of Services and Fee Negotiations.

6.2. Final Design Program Oversight

The work to be performed by the GEC will include coordination with the Authority and the selected DC in the design of the Project. The GEC will provide the overall project coordination, management, scheduling, administration, high-level review and coordination of the DC preparing plans, specifications and estimates (PS&E) for the Project.

- Coordinate with the Authority, TxDOT, CAMPO, Travis County, Capital Metro and other entities as required during Project Design.
- Incorporate the Design Schedule into the Master Schedule. Coordinate with DC to maintain an updated version of the Design Schedule for the Project, including planning activities, design, right-of-way acquisition (if required) and construction phases. Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
- Oversee DC activities during the Work Authorization period, including:
 - Conduct a kick-off meeting and bi-weekly progress meetings. (anticipated 36 progress meetings)
 - Review monthly invoices and progress reports.
 - Provide Oversight for the preparation of construction documents including:
 - Provide Quality Assurance by monitoring the DC Quality Control Plan including an assessment of the appropriateness of the elements of the QC Plan. These monitoring activities will occur during the PS&E design at 30, 60, 90, and 100 percent milestones.
 - Reviews will be for general compliance with applicable requirements of TxDOT Specifications, Standards and Manuals, incorporation of findings from the approved environmental document, and appropriate use of context sensitive design.
 - Conduct a detailed review of the DC cost estimate at the 60% and 90% submittals.
 - Conduct high level constructability reviews, including utility relocations, SW3P, drainage, typical sections, time constraints, correct bid items, etc.
 - Oversee submission of plans to TxDOT for review at 30, 60, 90, and 100 percent milestones.
 - Oversee submission of plans and Water Pollution Abatement Plan (WPAP) forms to the Texas Commission on Environmental Quality (TCEQ) at appropriate milestones.

Assemble final PS&E package from DC with supporting contract documents and provide them to the Authority for Final PS&E review and processing for letting in accordance with TxDOT's Local Government Project Procedures. Repackaging of PS&E submittals into different construction or phased packages is not included in the Scope of Services.

[END OF SECTION]

TASK DESCRIPTION	CLASSIFICATION											TOTAL HOURS	LOADED FEE	
	Group Director / Program Manager	Department Manager	Sr. Advisor / Project Director	Project Manager II	Engineer III	Trans Planner	Sr. UD/LA	Sr. Public Involvement Rep.	Sr. Graphic Designer	Office Tech Specialist II				
1.0 PROJECT MANAGEMENT AND ADMINISTRATION														
1.1 Contract Administration	60	16	80	120								380	656	\$ 97,689
1.2 Progress Status Reports	139	51	51	89								608	1178	\$ 157,808
1.3 Record Keeping and File Management												760	40	\$ 65,475
1.4 Correspondence	8	8	16	8									70	\$ 10,227
1.5 Schedule Preparation and Update	38	380	152	114								304	570	\$ 146,051
1.6 Project Reporting / Dashboard Update	152	152	114									2052	874	\$ 148,057
SUBTOTAL	397	75	679	483	0	0	0	393	0	2052	0	4,078	4,078	\$ 625,306
2.0 PROJECT DEVELOPMENT														
2.1 Project Development Support	500	200	1,200	1,100	720	160	120	240				80	4320	\$ 888,662
2.2 Financial Planning Support	100	24	160	400	240	40	40						964	\$ 178,716
2.3 Toll Systems Support	16	80	160	160	80								336	\$ 63,382
2.4 Conceptual Operations Plan	24	80	160	160									264	\$ 57,471
SUBTOTAL	640	224	1,520	1,820	1,040	160	160	240	0	80	0	884	5,884	\$ 1,188,110
3.0 ENVIRONMENTAL SERVICES														
3.1 Consultant Procurement	20	80	40										180	\$ 40,241
3.2 Environmental Program Oversight	80	800	400	560	900	240	80	80				200	3340	\$ 575,765
3.3 Evaluation of Park & Ride Locations / Bicycle and Pedestrians Accommodations	40	60	160	40	80	40	40	40					484	\$ 97,145
SUBTOTAL	140	940	600	600	980	280	104	140	0	220	0	4,004	4,004	\$ 713,150
4.0 PUBLIC INVOLVEMENT SERVICES														
4.1 Oversight of Environmental-Related Public Involvement	40	40	80	100									615	\$ 95,530
4.2 Enhanced Public Involvement Activities	60	80	120	60	40								920	\$ 140,120
4.3 3D Simulations					40								1120	\$ 130,938
SUBTOTAL	100	120	240	200	40	170	40	570	1170	5	2655	5	2655	\$ 366,488
5.0 CONTEXT SENSITIVE SOLUTIONS SUPPORT														
5.0 Context Sensitive Solutions Support	80	400	160	200	80	360	200	200	0	40			1520	\$ 266,678
SUBTOTAL	80	400	160	200	80	360	200	200	0	40	0	40	1520	\$ 266,678
6.0 FINAL ENGINEERING CONSULTANT SERVICES														
6.1 Consultant Procurement	20		40	80									180	\$ 34,683
6.2 Final Design Program Oversight	80	120	500	840	900	0	160	20				20	2600	\$ 450,096
SUBTOTAL	100	120	540	920	900	0	160	20	0	20	0	20	2780	\$ 484,779
TOTAL HOURS	1,457	1,879	3,739	4,223	3,040	970	664	1,363	1,170	2,417	0	20,921	20,921	
BASE RATE	\$ 105.00	\$ 87.00	\$ 103.00	\$ 62.00	\$ 37.00	\$ 33.00	\$ 36.00	\$ 34.00	\$ 39.00	\$ 31.00	\$ 31.00	\$ 31.00	\$ 31.00	
% of Total Hours	7%	9%	18%	20%	15%	5%	3%	7%	6%	12%	7%	12%	12%	
TOTAL LABOR \$	153,020	\$ 163,444	\$ 386,083	\$ 261,805	\$ 112,480	\$ 32,010	\$ 25,898	\$ 46,331	\$ 45,630	\$ 74,927	\$ 45,630	\$ 31,000	\$ 1,300,626	
Overhead Rate	146.13%	\$ 229,669	\$ 242,110	\$ 570,423	\$ 387,812	\$ 166,617	\$ 47,416	\$ 39,360	\$ 69,630	\$ 67,592	\$ 110,989	\$ 1,926,617	\$ 1,926,617	
Profit	12.00%	\$ 45,963	\$ 48,686	\$ 114,661	\$ 77,954	\$ 33,482	\$ 9,531	\$ 7,711	\$ 13,795	\$ 13,587	\$ 22,310	\$ 387,269	\$ 387,269	
TOTAL \$	\$ 425,251	\$ 454,220	\$ 1,010,168	\$ 721,912	\$ 312,568	\$ 86,968	\$ 71,966	\$ 126,756	\$ 126,668	\$ 208,226	\$ 208,226	\$ 3,614,512	\$ 3,614,512	

EXPENSES & SUBCONSULTANTS	ITEM
MISCELLANEOUS EXPENSES	\$ 100,000
MISCELLANEOUS SUBCONSULTANTS	\$ TBD - Fee Included in Task 3.000
TOTAL	\$ 100,000

Estimated Subconsultant Fee = \$500,000

TOTAL HOURS	TOTAL LABOR	TOTAL BURNEED LABOR
4,078	\$ 225,007	\$ 625,308
5,884	\$ 416,728	\$ 1,158,110
4,004	\$ 256,616	\$ 713,150
2,655	\$ 131,875	\$ 366,488
1,520	\$ 95,960	\$ 266,678
2,760	\$ 174,440	\$ 484,779
JOB TOTALS	\$ 1,300,626	\$ 3,714,512

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

RESOLUTION NO. 12-080

**APPROVING A CHANGE ORDER TO THE CONTRACT WITH
CENTRAL TEXAS MOBILITY CONSTRUCTORS RELATING TO
PAVEMENT SECTIONS FOR THE MANOR EXPRESSWAY.**

WHEREAS, by Resolution No. 11-019, dated March 30, 2011, the Board of Directors approved and authorized the Executive Director to execute a design-build comprehensive development agreement with Central Texas Mobility Constructors LLC ("CTMC") to develop the Manor Expressway Phase II Project (the "Project"), and the design/build comprehensive development agreement contract for construction of the Project was fully executed by the Mobility Authority and CTMC and became effective on June 15, 2011; and

WHEREAS, Mobility Authority staff and its general engineering consultant have requested that CTMC revise the mainlane and frontage road pavement sections on the Project to provide a better subgrade and base support beneath the rigid concrete and flexible asphalt pavements; and

WHEREAS, the Executive Director recommends approval of the proposed Change Order No. 1 with CTMC attached as Exhibit 1 to this resolution, but without Exhibits A through I on file with the Mobility Authority and referenced therein.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed Change Order No. 1 with CTMC for an additional amount not to exceed \$1,480,445.71, in the form or substantially the same form attached as Exhibit 1, to include all exhibits referenced therein; and

BE IT FURTHER RESOLVED, that Change Order No. 1 with CTMC may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially the same form attached as Exhibit 1 and with all exhibits referenced therein.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-080
Date Passed: 12/5/12

EXHIBIT 1

PROPOSED CHANGE ORDER NO. 1 WITH
CENTRAL TEXAS MOBILITY CONSTRUCTORS

[on the following 23 pages, but excluding Exhibits A through I referenced therein]



Central Texas Regional
Mobility Authority

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

CHANGE ORDER NUMBER: 01

Project Name:	<u>Manor Expressway Phase II Project</u>
Contract No:	<u>CDA</u>
CCSJ:	<u>0114-02-053</u>
Highway:	<u>290E</u>
County:	<u>Travis</u>
District:	<u>Austin</u>
FAP Number:	<u>NH1101 (012)</u>

- CONTRACTOR: Central Texas Mobility Constructors, LLC
- Change Order Work Limits: Sta. 244+60.00 to Sta. 1574+10.96
US 290 US 290
- Type of Change(on federal-aid non-exempt projects): Major (Major/Minor)
- Reasons: 3E (In order of importance - Primary first)

5. Describe the work being revised:
 Revised pavement sections for mainlanes and frontage roads.

- Work to be performed in accordance with Items: 132, 216, 275, 276, 310, 340, 346, 360, SS-3224
- New or revised plan sheet(s) are attached and numbered: 1GN-011 through 1GN-20A; 2GN-011 through 2GN-019;
3GN-012 through 3GN-016; 3GN-018 through 3GN-022; 3GN-024; 3GN-025; 3GN-027
- New general notes to the contract are attached: Yes No
- New Special Provisions to Item No. and Special Specification Item are attached. N.A.
- CDA Exhibit B, Section 20 amendments are attached. Yes

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>11/20/12</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Russ Clark</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N.A.</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: \$ <u>1,480,445.71</u></p> <p>For TxDOT/CTRMA/FHWA use only:</p> <p>Current Contract Amount \$ <u>207,308,403.00</u></p> <p>Revised Contract Amount To Date \$ <u>208,788,848.71</u></p> <p>Days FHWA non-participating _____</p> <p>CO Portion FHWA non-participating _____</p>
---	--

- RECOMMENDED FOR EXECUTION
 Engineers Seal
-
- [Signature] 11/20/12
GEC Project Controls or Construction Manager Date
 - [Signature] 11/20/12
GEC Project Manager Date
 - _____
TxDOT Project Engineer Date
 APPROVED REQUEST APPROVAL

- _____
CTRMA, Director of Engineering Date
 APPROVED REQUEST APPROVAL
- _____
CTRMA, General Counsel Date
 APPROVED REQUEST APPROVAL
- _____
CTRMA, Executive Director Date
 APPROVED REQUEST APPROVAL
- _____
FHWA Area Engineer (Verbal Approval) Date
 APPROVED REQUEST APPROVAL
- _____
FHWA Area Engineer Date
 APPROVED REQUEST APPROVAL

Manor Expressway Phase II Project

CHANGE ORDER NUMBER: 1

TABLE A: Force Account Work and Materials Placed into Stock

Estimated Cost:

	LABOR	EQUIPMENT	HOURLY RATE	N/A	HOURLY RATE
	N/A	N/A	N/A	N/A	N/A

TABLE B: Contract Items

CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			NEW			OVERRUN/ UNDERRUN
				QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	
3224-2010	3E	HMAC BASE D-GR TY-B PG 70-22 (QCQA)	TN	243,968.00	\$53.25	\$ 12,991,296.00	0.00	\$53.25	\$ -	\$ (12,991,296.00)
310-2002	3E	PRIME COAT (AE-P)	GAL	156,506.00	\$3.50	\$ 547,771.00	136,461.20	\$3.50	\$ 477,614.20	\$ (70,156.80)
247-2392	3E	8" FLEXBASE (TY D)(GR 5)(FIN POS)	SY	365,342.00	\$5.50	\$ 2,009,381.00	0.00	\$5.50	\$ -	\$ (2,009,381.00)
247-2392	3E	12" FLEXBASE (TY D)(GR 5)(FIN POS)	SY	16,309.00	\$8.40	\$ 136,995.60	0.00	\$8.40	\$ -	\$ (136,995.60)
5747-2001	3E	GEOTEXTILE FABRIC (TY 1)	SY	381,651.00	\$1.00	\$ 381,651.00	0.00	\$1.00	\$ -	\$ (381,651.00)
132-2025	3E	EMBANKMENT (TY C1)(DENS CONT)	CY	330,373.00	\$8.15	\$ 2,692,539.95	0.00	\$8.15	\$ -	\$ (2,692,539.95)
132-2026	3E	EMBANKMENT (TY C2)(DENS CONT)	CY	123,140.00	\$9.10	\$ 1,120,574.00	464,939.00	\$9.10	\$ 4,230,944.90	\$ 3,110,370.90
132-2031	3E	EMBANKMENT (TY C3)(DENS CONT)	CY	195.00	\$4.10	\$ 799.50	0.00	\$4.10	\$ -	\$ (799.50)
360-2007	3E	14" CRCP	SY	376,611.00	\$47.00	\$ 17,700,717.00	0.00	\$47.00	\$ -	\$ (17,700,717.00)
360-XXXX	3E	14" JCPGFRPB	SY	2,804.00	\$100.00	\$ 280,400.00	0.00	\$100.00	\$ -	\$ (280,400.00)
EXTRA	REASON CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	OVERRUN/ UNDERRUN
3224-2047	3E	HMAC BASE D-GR TY-D PG 76-22 (QCQA)	TN	0.00		\$ -	38,358.00	\$83.50	\$ 3,202,893.00	\$ 3,202,893.00
3224-2008	3E	HMAC BASE D-GR TY-B PG 64-22 (QCQA)	TN	0.00		\$ -	76,716.00	\$53.25	\$ 4,085,127.00	\$ 4,085,127.00
216-2001	3E	PROOFROLLING (PRE-CRACK CEM TRT BASE SURF)	SY	0.00		\$ -	381,651.00	\$0.07	\$ 26,715.57	\$ 26,715.57
276-2057	3E	8" CM TRT BASE (PLT MX)(CL L)(TY A)(GR 5)(FIN POS)	SY	0.00		\$ -	381,651.00	\$9.47	\$ 3,614,234.97	\$ 3,614,234.97
276-2057	3E	6" CM TRT EMBANKMENT (TY C2)(RD MX)	SY	0.00		\$ -	381,651.00	\$3.62	\$ 1,381,576.62	\$ 1,381,576.62
276-2057	3E	6" CM TRT BASE (PLT MX)(CL L)(TY A)(GR 5)(FIN POS)	SY	0.00		\$ -	400,874.00	\$8.01	\$ 3,211,000.74	\$ 3,211,000.74
276-2057	3E	8" CM TRT EMBANKMENT (TY C2)(RD MX)	SY	0.00		\$ -	376,611.00	\$39.20	\$ 14,763,151.20	\$ 14,763,151.20
360-2005	3E	12" CRCP	SY	0.00		\$ -	2,804.00	\$97.00	\$ 271,988.00	\$ 271,988.00
360-XXXX	3E	12" JCPGFRPB	SY	0.00		\$ -	22,048.00	\$84.50	\$ 1,863,056.00	\$ 1,863,056.00
340-2043	3E	HMAC BASE D-GR TY-D PG 70-22 (QCQA)	TN	0.00		\$ -				
N/A	3E	DESIGN	LS	0.00		\$ -				
N/A	3E	OVERHEAD, RISK, & PROFIT	LS	0.00		\$ -				
N/A	3E	BONDS	LS	0.00		\$ -				
TOTALS						\$ 37,862,125.05			\$ 39,060,514.88	\$ 1,480,445.71

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during design/construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Change Order No. 9 -- Revised Contract Amount to Date Summary

Original Contract: \$ 207,297,859.00

	Amount	Description	Revised Contract Amt to Date:
DRB	\$ 10,544.00	Contractually Allowed DRB Expenditures	\$ 207,308,403.00
C.O. #1	\$ 1,480,445.71	Revised Mainlane and Frontage Road Pavement Sections	\$ 208,788,848.71
C.O. #2			\$ 208,788,848.71
C.O. #3			\$ 208,788,848.71
C.O. #4			\$ 208,788,848.71
C.O. #5			\$ 208,788,848.71
C.O. #6			\$ 208,788,848.71
C.O.#7			\$ 208,788,848.71
C.O. #8			\$ 208,788,848.71
C.O. #9			\$ 208,788,848.71
C.O.#10			\$ 208,788,848.71

Summary Prepared by:

Daniel W. Freeman, PE

Date

Change Order #1

Description of Development Work Being Revised

This Change Order revises the mainlane and frontage road pavement and structural sections for the Project. The requirements for the pavement and structural sections for the Project are provided in Exhibit B – Section 20.0 and Exhibit D – Item 20 to the Design/Build Comprehensive Development Agreement (“CDA”), both of which are included as attachments to this submittal.

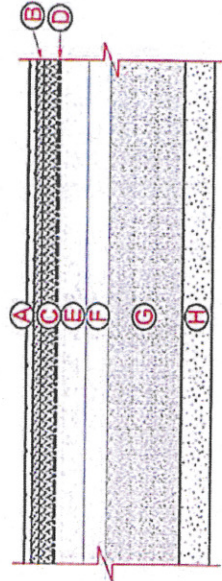
The mainlane and frontage road pavement and structural sections included in the above referenced sections of the CDA require the use of three types of embankment (TY C1, TY C2, and TY C3). The pavement and structural sections were designed with these embankment types to control the plasticity index (“PI”) of the subgrade below the pavement; the PI of the embankment material decreases from the lower levels of the subgrade (TY C3 embankment) to the upper levels of the subgrade (TY C1 embankment). The intent of this design is to provide a subgrade of suitable strength and with a sufficient non-swell zone that minimizes the potential vertical rise beneath the asphalt or continuously reinforced concrete pavement sections.

As part of the Development Work, the existing US 290 pavement must be removed. To satisfy sustainability efforts on the Project, and to allow proposers to utilize recycled asphalt pavement (“RAP”) in the subgrade, gradation requirements for the embankment material were not included in the Technical Provisions of the CDA. Inclusion of gradation requirements would have precluded the inclusion of RAP in the pavement subgrade, and likely increased the Development Cost of the Project.

Subsequent to issuance of the Notice to Proceed (“NTP”) for the Project, the D/B CDA Developer, Central Texas Mobility Constructors, LLC (“CTMC”) stated that they intended to use the overburden from a local third party mining operation as a source of the TY C1 embankment material.

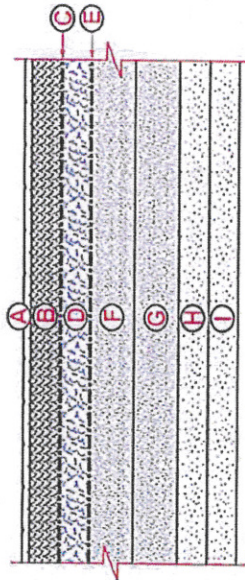
Both the CTRMA’s pavement engineer and the TxDOT pavement experts were familiar with the proposed TY C1 embankment material. While this low PI material appeared to meet the technical provisions of the CDA, the CTRMA’s pavement engineer and TxDOT’s pavement experts believed that the stability and durability of the CTMC-proposed TY C1 material is not sufficient for use as a pavement subgrade due to the gradation of the material. This Change Order revises the mainlane and frontage road pavement and structural sections omitting the use of the TY C1 embankment material. The CDA pavement and structural sections and the revised pavement and structural sections are provided in the below tables. Additionally, the revised pavement report is included as an attachment to this submittal.

REVISED (RCP OPTION 2)
FRONTAGE ROAD
PAVEMENT AND STRUCTURAL SECTION



- A. 2" HMA-C SMA-C SAC-A PG76-22
- B. 2" HMA-C SMA-C SAC-A PG76-22
- C. 4" HMA-C SMA-C SAC-A PG76-22 (CCQA)
- D. PRIME COAT (AE-P)
- E. 8" CEMENT TREATED BASE (PLANT MIX) (CL-1) (TY A) (GR-5) (MICROCRACKED)
- F. 8" CEMENT TREATED TY C2 EMBANKMENT (ROAD MIX) (10 < PI < 25)
- G. 20" TY C2 EMBANKMENT (10 < PI < 25) (Mr > 5000 psi)
- H. TY C3 EMBANKMENT AS REQUIRED TO MEET PROFILE (10 < PI < 50)

CDA
FRONTAGE ROAD
PAVEMENT AND STRUCTURAL SECTION



- A. 2" HMA-C SMA-C SAC-A PG76-22
- B. 8" HMA-C SMA-C SAC-A PG76-22
- C. PRIME COAT (AE-P)
- D. 8" FLEXIBLE BASE (TY D) (GR-5)
- E. GEOTEXTILE FABRIC (TY 1)
- F. 12" TY C1 EMBANKMENT (5 < PI < 15) (Mr > 8000 psi)
- G. 12" TY C2 EMBANKMENT (5 < PI < 35)
- H. 8" TY C3 EMBANKMENT (5 < PI < 50)
- I. TY C3 EMBANKMENT AS REQUIRED TO MEET PROFILE (10 < PI < 50)

NOTE: TRANSITION PAVEMENT SECTIONS ARE NOT SHOWN FOR BREVITY. THE QUANTITIES ASSOCIATED WITH THESE PAVEMENT SECTIONS ARE LIMITED

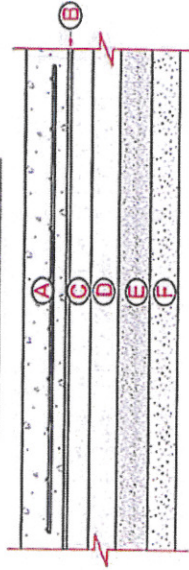


CENTRAL TEXAS
Regional Mobility Authority
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FRONTAGE ROAD
PAVEMENT AND STRUCTURAL SECTION
MANOR EXPRESSWAY
187

REVISED (RCP)

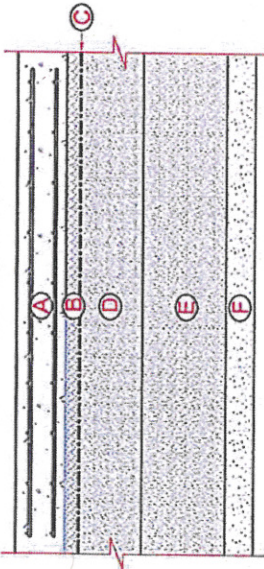
MAINLANE
PAVEMENT AND STRUCTURAL SECTION



- A. 12" CONTINUALLY REINFORCED CONCRETE PAVEMENT (CRCP)
- B. 1" HMA/C BASE D-GR TY-D PG70-22 (OCDA)
- C. 6" CEMENT TREATED BASE (PLANT MIX) (CL L) (TY A) (GR 5)
- D. 8" CEMENT TREATED TY C2 EMBANKMENT (ROAD MIX) (10 < PI < 25)
- E. 9" TY C2 EMBANKMENT (10 < PI < 25) (Mr > 5000 psi)
- F. TY C3 EMBANKMENT AS REQUIRED TO MEET PROFILE (10 < PI < 50)

CDA

MAINLANE
PAVEMENT AND STRUCTURAL SECTION



- A. 14" CONTINUALLY REINFORCED CONCRETE PAVEMENT (CRCP)
- B. 4" HMA/C BASE D-GR TY-B PG70-22 (OCDA)
- C. PRIME COAT (AE-P)
- D. 18" TY C1 EMBANKMENT (5 < PI < 15) (Mr > 8000 psi)
- E. 24" TY C2 EMBANKMENT AS REQUIRED TO MEET PROFILE (8 < PI < 35)
- F. TY C3 EMBANKMENT AS REQUIRED TO MEET PROFILE (10 < PI < 50)



CENTRAL TEXAS
Regional Mobility Authority
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MAINLANE
PAVEMENT AND STRUCTURAL SECTION
MANOR EXPRESSWAY - 0188

ORIGNINAL CDA
PAVEMENT SECTIONS
(Exhibit B – Section 20.0)

Table 20.1.4a – Minimum Flexible Pavement and Structural Section for Frontage Roads

Description	
Stone Matrix Asph SMA-C SAC-A PG76-22	2"
HMA Base D-GR HMA(QCQA) TY-B PG70-22	8"
Prime Coat (AE-P)	Yes
Flex Base Item 247 FL BS (TY D GR 5)	8"
Geotextile Fabric (TY 1)	yes
Embankment Item 132 (DENS CONT) (TY C1)	12"
Embankment Item 132 (DENS CONT) (TY C2)	12"
Embankment Item 132 (DENS CONT) (TY C3)	8"
Embankment Item 132 (DENS CONT) (TY C3) (AS REQUIRED TO MEET PROFILE)	In excess of above embankment

Table 20.1.5a – Minimum Flexible Pavement Section and Structural Section for Frontage Road Transitions

Description	
Stone Matrix Asph SMA-C SAC-A PG76-22	2"
HMA Base D-GR HMA(QCQA) TY-B PG70-22	6.5"
Prime Coat (AE-P)	Yes
Flex Base Item 247 FL BS (TY D GR 5)	8"
Geotextile Fabric (TY 1)	yes
Embankment Item 132 (DENS CONT) (TY C1)	12"
Embankment Item 132 (DENS CONT) (TY C2)	12"
Embankment Item 132 (DENS CONT) (TY C3)	8"
Embankment Item 132 (DENS CONT) (TY C3) (AS REQUIRED TO MEET PROFILE)	In excess of above embankment

Table 20.1.3 – Minimum Mainlane Transition Pavement and Structural Section

Description	
Stone Matrix Asph SMA-C SAC-A PG76-22	2"
HMA Base D-GR HMA(QCQA) TY-B PG70-22	7"
Prime Coat (AE-P)	Yes
Flex Base Item 247 FL BS (TY D GR 5)	12"
Geotextile Fabric (TY 1)	yes
Embankment Item 132 (DC) (TY C1)	18"
Embankment Item 132 (DC) (TY C2) (AS REQUIRED TO MEET PROFILE)	24"
Embankment Item 132 (DC) (TY C3) (AS REQUIRED TO MEET PROFILE)	In excess of above Embankment

Table 20.1.1 – Minimum CRCP Pavement and Structural Section for Mainlane and Ramps

Description	Cut	Fill
CRCP or JCPGFRPB	14"	14"
HMA Base D-GR HMA(QCQA) TY-B PG70-22	4"	4"
Prime Coat (AE-P)	Yes	Yes
Embankment Item 132 (DENS CONT) (TY C1)	18"	18"
Embankment Item 132 (DENS CONT) (TY C2) (AS REQUIRED TO MEET PROFILE)	N/A	24"
Embankment Item 132 (DENS CONT) (TY C3) (AS REQUIRED TO MEET PROFILE)	N/A	In excess of above Embankment

CHANGE ORDER #1
PAVEMENT SECTIONS

Minimum Frontage Road Pavement and Structural Section (Replaces Table 20.1.4a and Table 20.1.5)

Description	
Stone Matrix Asph SMA-C SAC-A PG76-22	2"
HMA Base D-GR HMA(QCQA) TY-D PG76-22	2"
HMA Base D-GR HMA(QCQA) TY-B PG64-22	4"
Pre-Crack Cement Treat Base Surface	N/A
Prime Coat (AE-P)	Yes
CM TRT BS (PLT MX) (CL L)(TY A)(GR 5)(FNL POS) (7 Day Min f'c = 300 psi)	8"
CM TRT (TY C2) (RD MX) (PI 10 - 25) (7 DAY f'c - 150psi to 300psi)	6"
Embankment Item 132 (DC) (TY C2) (PI 10 - 25) (Mr > 5,000 psi)	20"
Embankment Item 132 (DC) (TY C3) (PI 10 - 50) (AS REQUIRED TO MEET PROFILE)	In excess of above Embankment

Minimum Mainlane Pavement and Structural Section (Replaces Table 20.1.1 and Table 20.1.3)

Description	Cut	Fill
CRCP or JCPGFRPB	12"	12"
HMA Base D-GR HMA(QCQA) TY-D PG70-22	1"	1"
Prime Coat (AE-P)	Yes	Yes
CM TRT (PT MX) (CL L) (TY A) (GR 5) (7 DAY min f'c = 400 psi)	6"	6"
CM TRT (TY C2) (RD MX) (PI 10 - 25) (7 DAY f'c - 150psi to 300psi)	8"	8"
Embankment Item 132 (DC) (TY C2) (PI 10 - 25) (Mr > 5,000 psi)	9"	9"
Embankment Item 132 (DENS CONT) (TY C3) (AS REQUIRED TO MEET PROFILE)	N/A	In excess of above Embankment

Justification for Change Order Pricing

The CTRMA developed an independent estimate to establish reasonable pricing for this Change Order. This independent estimate is provided as Exhibit A to this submittal. In the Request for Change Proposal, three separate frontage road pavement section designs were provided to CTMC for pricing. The CTRMA's independent estimate also includes pricing for each of these three frontage road designs. CTMC provided pricing in response to a Request for Change Proposal issued by the CTRMA; that pricing indicated that frontage road "Option 2" was the most economical frontage road pavement design. The CTRMA's independent estimate concurs with CTMC's result that the "Option 2" frontage road design is the most economical design. For brevity, the following justification focuses on the "Option 2" frontage road design, and the revisions to the mainlane pavement section. It should be noted that the "Option 2" frontage road pavement will also be used for the mainlane and frontage road transition pavement sections specified in the CDA. TxDOT Average Low Bid Unit Prices, if applicable, were used to establish the CTRMA's independent estimate. The following justification supports the CTRMA's independent estimate provided in Exhibit A.

The following exhibits are included in this submittal:

- Exhibit A - CTRMA Independent Estimate
- Exhibit B – Request for Change Proposal ("RCP") #005
- Exhibit C – CTMC Transmittal of Negotiated Settlement
- Exhibit D – Revised Pavement Memorandum
(including changes to Exhibit B – Section 20)
- Exhibit E – TxDOT Average Low Bid Unit Prices (Statewide)
- Exhibit F – TxDOT Average Low Bid Unit Prices (District 14)
- Exhibit G – Panther Creek Trucking Subcontract Pricing
- Exhibit H – Letter from HVJ Associates to FHWA
- Exhibit I – Revised Design Plans

Frontage Road Pavement Section

I. CDA Frontage Road Pavement Section [Deleted Work]

346 – 2002 (2") HMAC SMA-C SAC-A PG76-22

District 14 (Austin District) pricing indicates an average low bid unit price of \$110.00 per ton for this item.

$\$110.00/\text{ton} \times -36,050 \text{ tons} = -\$3,965,500$

3224 – 2010 (8") HMAC BASE D-GR TY-B PG70-22 (QCQA)

District 14 pricing indicates an average low bid unit price of \$56.62 per ton for this item.

$\$56.62/\text{ton} \times -147,827 \text{ tons} = -\$8,369,964.74$

310 – 2002 PRIME COAT (AE-P)

District 14 pricing indicates an average low bid unit price of \$3.87 per gallon for this item.

$$\$3.87/\text{gallon} \times -72,135 \text{ gallons} = -\$279,162.45$$

247 – 2392 (8") FLEXBASE (TY D) (GR 5)

District 14 pricing indicates an average low bid unit price of \$32.23 per cubic yard for this item.

$$\$32.23/\text{CY} \times 8" \times 1/36 = \$7.16 \text{ per square yard}$$

$$\$7.16/\text{SY} \times -360,675 \text{ SY} = -\$2,582,433$$

5747 – 2001 GEOTEXTILE FABRIC (TY 1)

No District 14 pricing exists in the past 12 months for this item. Statewide pricing indicates an average low bid unit price of \$1.05 per square yard for this item.

$$\$1.05/\text{SY} \times -360,675 \text{ SY} = -\$378,708.75$$

132 – 2025 (12") EMBANKMENT (TY C1) (DENS CONT)

The TY C1 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$70 per load for the TY C1 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 11 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY

Trucking: \$70.00/load ÷ 15 CY = \$4.67/CY

Total TY C1 Cost: \$6.05 + \$4.67 = \$10.72/CY

$$\$10.72/\text{CY} \times -120,225 = -\$1,288,812.00$$

132 – 2026 (12") EMBANKMENT (TY C2) (DENS CONT)

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used

to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C2 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$84.00/load ÷ 15 CY = \$5.60/CY

Total TY C2 Cost: \$6.05 + \$5.60 = \$11.65/CY
\$11.65/CY x -120,225 = -\$1,400,621.25

Note: The 8" TY C3 Embankment layer is not accounted for so that a 42" section can be maintained for estimating purposes.

II. CDA Mainlane Transition Section [Deleted Work]

346 – 2002 (2") HMAC SMA-C SAC-A PG76-22

District 14 pricing indicates an average low bid unit price of \$110.00 per ton for this item.

\$110.00/ton x -1,794 tons = -\$197,340.00

3224 – 2010 (7") HMAC BASE D-GR TY-B PG70-22

District 14 pricing indicates an average low bid unit price of \$56.62 per ton for this item.

\$56.62/ton x -6,270 tons = -\$355,516.98

310 – 2002 PRIME COAT (AE-P)

District 14 pricing indicates an average low bid unit price of \$3.87 per gallon for this item.

\$3.87/gallon x -3,262 gallons = -\$12,623.94

247 – 2392 (12") FLEXBASE (TY D) (GR 5)

District 14 pricing indicates an average low bid unit price of \$32.23 per cubic yard for this item.

\$32.23/CY x 12" x 1/36 = \$10.74 per square yard
\$10.74/SY x -16,309 SY = -\$175,158.66

5747 – 2001 GEOTEXTILE FABRIC (TY 1)

No District 14 pricing exists in the past 12 months for this item. Statewide pricing indicates an average low bid unit price of \$1.05 per square yard for this item.

$$\$1.05/\text{SY} \times -16,309 \text{ SY} = -\$17,124.45$$

132 – 2025 (18") EMBANKMENT (TY C1) (DENS CONT)

The TY C1 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$70 per load for the TY C1 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 11 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$70.00/load ÷ 15 CY = \$4.67/CY

Total TY C1 Cost: \$6.05 + \$4.67 = \$10.72/CY
\$10.72/CY x -8,155 CY = -\$87,421.60

132 – 2026 (3") EMBANKMENT (TY C2) (DENS CONT)

Note: Only 3" of this 24" layer is being accounted for to maintain a 42" section for estimating purposes.

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C2 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$84.00/load ÷ 15 CY = \$5.60/CY

Total TY C2 Cost: $\$6.05 + \$5.60 = \$11.65/\text{CY}$
 $\$11.65/\text{CY} \times -1,359 \text{ CY} = -\$15,832.35$

III. **CDA Frontage Road Transition Section [Deleted Work]**

346 – 2002 (2") HMAC SMA-C SAC-A PG76-22

District 14 pricing indicates an average low bid unit price of \$110.00 per ton for this item.

$\$110.00/\text{ton} \times -514 \text{ tons} = -\$56,540.00$

3224 – 2010 (6.5") HMAC BASE D-GR TY-B PG70-22 (QCQA)

District 14 pricing indicates an average low bid unit price of \$56.62 per ton for this item.

$\$56.62/\text{ton} \times -1,670 \text{ tons} = -\$94,555.40$

310 – 2002 PRIME COAT (AE-P)

District 14 pricing indicates an average low bid unit price of \$3.87 per gallon for this item.

$\$3.87/\text{gallon} \times -934 \text{ gallons} = -\$3,707.98$

247 – 2392 (8") FLEXBASE (TY D) (GR 5)

District 14 pricing indicates an average low bid unit price of \$32.23 per cubic yard for this item.

$\$32.23/\text{CY} \times 8" \times 1/36 = \$7.16 \text{ per square yard}$
 $\$7.16/\text{SY} \times -4,667 \text{ SY} = -\$33,415.72$

5747 – 2001 GEOTEXTILE FABRIC (TY 1)

No District 14 pricing exists in the past 12 months for this item. Statewide pricing indicates an average low bid unit price of \$1.05 per square yard for this item.

$\$1.05/\text{SY} \times -4,667 \text{ SY} = -\$4,900.35$

132 – 2025 (12") EMBANKMENT (TY C1) (DENS CONT)

The TY C1 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek

Trucking indicates a cost of \$70 per load for the TY C1 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 11 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$70.00/load ÷ 15 CY = \$4.67/CY

Total TY C1 Cost: \$6.05 + \$4.67 = \$10.72/CY
\$10.72/CY x -1,556 CY = -\$16,680.32

132 – 2026 (12") EMBANKMENT (TY C2) (DENS CONT)

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C2 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$84.00/load ÷ 15 CY = \$5.60/CY

Total TY C2 Cost: \$6.05 + \$5.60 = \$11.65/CY
\$11.65/CY x -1,556 CY = -\$18,127.40

132 – 2031 (1.5") EMBANKMENT (TY C3) (DENS CONT)

Note: Only 1.5" of this 24" layer is being accounted for to maintain a 42" section for estimating purposes.

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C3 embankment material. The trucking distance from the borrow site for this material to the Project is

approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$84.00/load ÷ 15 CY = \$5.60/CY

Total TY C3 Cost: \$6.05 + \$5.60 = \$11.65/CY
\$11.65/CY x -195 CY = -\$2,271.75

IV. Revised Frontage Road Pavement Section (Option 2) [Added Work]

346 – 2002 (2") HMAC SMA-C SAC-A PG76-22

District 14 pricing indicates an average low bid unit price of \$110.00 per ton for this item.

\$110.00/ton x 38,358 tons = \$4,219,380.00

3224 – 2047 (2") HMAC BASE D-GR TY-D PG76-22 (QCQA)

District 14 pricing indicates an average low bid unit price of \$68.37 per ton for this item. However, usage is low and the statewide pricing contains more recent usage that would be more appropriate for pricing this asphalt item. The statewide pricing contains usage during the month of July 2012, and indicates an average low bid unit price of \$83.63 per ton.

\$83.63/ton x 38,358 tons = \$3,207,879.54

3224 – 2008 (4") HMAC BASE D-GR TY-B PG64-22 (QCQA)

District 14 pricing indicates an average low bid unit price of \$63.18 per ton for this item.

\$63.18/ton x 76,716 tons = \$4,846,916.88

216 – 2001 PRE-CRACK CEMENT TREATED BASE SURFACE

In accordance with the revised frontage road pavement design, the cement-treated base must be micro-cracked prior to laying the HMAC base layer. Item 216 – 2001 Proofrolling was used to estimate this activity. The CTRMA assumed a production rate of 500 SY/hr. District 14 pricing indicates an average low bid unit price of \$95.00/hr.

\$95.00/hr ÷ 500 SY/hr = \$0.19/SY
\$0.19/SY x 381,651 SY = \$72,513.69

310 – 2002 PRIME COAT (AE-P)

District 14 pricing indicates an average low bid unit price of \$3.87 per gallon for this item.

$$\$3.87/\text{gallon} \times 76,330 \text{ gallons} = \$295,337.10$$

276 – 2057 (8") CEM TRT BASE (PLT MX)(CL L)(TY A)(GR 5)(FNL POS)

There has been no usage in Texas in the past 12 months for this item with a Grade 5 flexible base. Item 276 – 2057 is for Grade 1 Flexible Base; however, this item is being used since the Grade 5 properties are similar to Grade 1 properties. Statewide pricing indicates an average low bid unit price of \$77.00 per cubic yard for this item.

$$\begin{aligned} \$77.00/\text{CY} \times 8" \times 1/36 &= \$17.11/\text{SY} \\ \$17.11/\text{SY} \times 381,651 \text{ SY} &= \$6,530,048.61 \end{aligned}$$

275 – 2002 (6") CEM TRT EXISTING MATERIAL (RD MX)

The upper 6" of the TY C2 embankment must be cement treated in accordance with the revised frontage road pavement design. District 14 pricing indicates an average low bid unit price of \$1.25 per square yard; however, usage is light. The more recent statewide pricing indicates an average low bid unit price of \$1.45 per square yard; the CTRMA believes this is a more appropriate unit cost for estimating this Change Order.

$$\$1.45/\text{CY} \times 381,651 \text{ CY} = \$553,393.95$$

132 – 2026 (26") EMBANKMENT (TY C2) (DENS CONT)

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C2 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation:	\$6.05/CY
Trucking:	\$84.00/load ÷ 15 CY = \$5.60/CY

$$\begin{aligned} \text{Total TY C2 Cost: } & \$6.05 + \$5.60 = \$11.65/\text{CY} \\ \$11.65/\text{CY} \times 275,637 \text{ CY} &= \$3,211,171.05 \end{aligned}$$

Mainlane Pavement Section

I. CDA Mainlane Pavement Section [Deleted Work]

360 – 2007 (14") CONT REINF CONC PAVEMENT (CRCP)

There was no usage of this particular item Statewide within the last twelve months; therefore, the CTRMA used pricing for item 360 – 2006 (13" CRCP) and 360 – 2008 (15" CRCP) to bracket a reasonable price for this item. Accordingly, the CTRMA believes that a unit cost of \$49.00 per square yard is reasonable pricing for this item.

$$\$49.00/\text{SY} \times -376,611 \text{ SY} = -\$18,453,939.00$$

360 – XXXX (14") JOINTED CONC PAVEMENT GLASS FIBER REINFORCED POLYMER BAR (JCPGFRPB)

There was no usage of either the 14" JCPGFRPB or the 12" JCPGFRPB (in the revised mainlane pavement section) statewide within the last twelve months; therefore the CTRMA calculated the difference between the two sections. Since both sections require only one layer of reinforcing, the difference in the two sections is limited to 2" of concrete. The CTRMA calculated the cost of this 2" of concrete to establish the pricing difference between the two sections. The CTRMA solicited concrete pricing from a local supplier to establish the unit cost of concrete at \$80/CY.

$$\begin{aligned} 2,804 \text{ SY} \times 2" \times 1/36 &= 156 \text{ CY} \\ 156 \text{ CY} \times \$80.00/\text{CY} &= \$12,480.00 \\ \$12,480 / 2,804 \text{ SY} &= \$4.45/\text{SY} \end{aligned}$$

Therefore, the cost difference between the 14" JCPGFRPB and the 12" JCPGFRPB sections is \$4.45 per square yard. The CTRMA set the unit cost of the 12" section arbitrarily at \$100.00 per square yard, and increased the unit cost of the 14" section by the established \$4.45/SY delta at \$104.45.

$$\$104.45/\text{SY} \times -2,804 \text{ SY} = -\$292,877.80$$

3224 – 2010 (4") HMAC BASE D-GR TY-B PG70-22 (QCQA)

District 14 pricing indicates an average low bid unit price of \$56.62 per ton for this item.

$$\$56.62/\text{ton} \times -88,192 \text{ tons} = -\$4,993,431.04$$

310 – 2002 PRIME COAT (AE-P)

District 14 pricing indicates an average low bid unit price of \$3.87 per gallon for this item.

$$\$3.87/\text{gallon} \times -80,175 \text{ gallons} = -\$310,277.25$$

132 – 2025 (18") EMBANKMENT (TY C1) (DENS CONT)

The TY C1 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$70 per load for the TY C1 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 11 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$70.00/load ÷ 15 CY = \$4.67/CY

Total TY C1 Unit Cost: \$6.05 + \$4.67 = \$10.72/CY
\$10.72/CY x -200,437 CY = -\$2,148,684.64

132 – 2026 (24") EMBANKMENT (TY C2) (DENS CONT)

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C2 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$84.00/load ÷ 15 CY = \$5.60/CY

Total TY C2 Unit Cost: \$6.05 + \$5.60 = \$11.65/CY
\$11.65/CY x -267,250 CY = -\$3,113,462.50

II. Revised Mainlane Pavement Section [Added Work]

360 – 2005 (12") CONT REINF CONC PAVEMENT (CRCP)

Statewide pricing indicates an average low bid unit price of \$35.26 per square yard for this item.

$$\$35.26/\text{SY} \times 376,611 \text{ SY} = \$13,279,303.86$$

360 – XXXX (12") JOINTED CONC PAVEMENT GLASS FIBER REINFORCED POLYMER BAR (JCPGFRPB)

There was no usage of either the 14" JCPGFRPB or the 12" JCPGFRPB (in the revised mainlane pavement section) statewide within the last twelve months; therefore the CTRMA calculated the difference between the two sections. Since both sections require only one layer of reinforcing, the difference in the two sections is limited to 2" of concrete. The CTRMA calculated the cost of this 2" of concrete to establish the pricing difference between the two sections. The CTRMA solicited concrete pricing from a local supplier to establish the unit cost of concrete at \$80/CY.

$$\begin{aligned} 2,804 \text{ SY} \times 2" \times 1/36 &= 156 \text{ CY} \\ 156 \text{ CY} \times \$80.00/\text{CY} &= \$12,480.00 \\ \$12,480 / 2,804 \text{ SY} &= \$4.45/\text{SY} \end{aligned}$$

Therefore, the cost difference between the 14" JCPGFRPB and the 12" JCPGFRPB sections is \$4.45 per square yard. The CTRMA set the unit cost of the 12" section arbitrarily at \$100.00 per square yard, and increased the unit cost of the 14" section by the established \$4.45/SY delta at \$104.45.

$$\$100.00/\text{SY} \times 2,804 \text{ SY} = -\$280,400.00$$

3224 – 2043 (1") HMAC BASE D-GR TY-D PG70-22 (QCQA)

There was no usage in District 14 for this item. The statewide pricing contains usage during the month of July 2012, and indicates an average low bid unit price of \$115.75 per ton.

$$\$115.75/\text{ton} \times 22,048 \text{ tons} = \$2,552,056.00$$

310 – 2002 PRIME COAT (AE-P)

District 14 pricing indicates an average low bid unit price of \$3.87 per gallon for this item.

$$\$3.87/\text{gallon} \times 60,131 \text{ gallons} = \$232,706.97$$

276 – 2057 (6") CEM TRT BASE (PLT MX)(CL L)(TY A)(GR 5)(FNL POS)

There has been no usage in Texas in the past 12 months for this item with a Grade 5 flexible base. Item 276 – 2057 is for Grade 1 Flexible Base; however, this item is being used since the Grade 5 properties are similar to Grade 1 properties. Statewide pricing indicates an average low bid unit price of \$77.00 per cubic yard for this item.

$$\begin{aligned} \$77.00/\text{CY} \times 6'' \times 1/36 &= \$12.83/\text{SY} \\ \$12.83/\text{SY} \times 381,651 \text{ SY} &= \$5,143,213.42 \end{aligned}$$

275 – 2002 (8") CEM TRT EXISTING MATERIAL (RD MX)

The upper 6" of the TY C2 embankment must be cement treated in accordance with the revised frontage road pavement design. District 14 pricing indicates an average low bid unit price of \$1.25 per square yard; however, usage is light. The more recent statewide pricing indicates an average low bid unit price of \$1.45 per square yard; the CTRMA believes this is a more appropriate unit cost for estimating this Change Order.

$$\$1.45/\text{CY} \times 400,874 \text{ CY} = \$581,267.30$$

132 – 2026 (9") EMBANKMENT (TY C2) (DENS CONT)

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC's subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC's subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C2 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

$$\begin{aligned} \text{Excavation:} & \quad \$6.05/\text{CY} \\ \text{Trucking:} & \quad \$84.00/\text{load} \div 15 \text{ CY} = \$5.60/\text{CY} \end{aligned}$$

$$\begin{aligned} \text{Total TY C2 Cost: } & \$6.05 + \$5.60 = \$11.65/\text{CY} \\ \$11.65/\text{CY} \times 189,302 \text{ CY} &= \$2,205,368.30 \end{aligned}$$

132 – 2031 (24") EMBANKMENT (TY C3) (DENS CONT)

Note: 24" of TY C3 embankment is included in this section to maintain a 60" section for estimating purposes.

The TY C2 embankment material is an import material for this Project; therefore, use of a particular TxDOT bid item is not a reasonable approximation of CTMC's cost for this item. CTMC would be required to excavate and transport this material to the

Project. As a result, Item 110 – 2001 Roadway Excavation was used to estimate the excavation activity, and CTMC’s subcontract with Panther Creek Trucking was used to establish trucking costs. District 14 pricing indicates an average low bid unit price of \$6.05 per cubic yard for Item 110 – 2001. CTMC’s subcontract with Panther Creek Trucking indicates a cost of \$84 per load for the TY C3 embankment material. The trucking distance from the borrow site for this material to the Project is approximately 15 miles. The CTRMA has assumed a 15 cubic bank yard capacity for the trucks.

Excavation: \$6.05/CY
Trucking: \$84.00/load ÷ 15 CY = \$5.60/CY

Total TY C3 Cost: \$6.05 + \$5.60 = \$11.65/CY
\$11.65/CY x 267,250 CY = 3,113,462.50

Summary

Total Estimated Cost of Frontage Road Revisions	\$3,580,281.73
Total Estimated Cost of Mainlane Revisions	<u>-\$1,924,893.88</u>
Net Estimated Change Order Amount	\$1,655,387.85

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

RESOLUTION NO. 12-081

**APPROVING AN AMENDMENT TO THE CONTRACT WITH
MSX INTERNATIONAL, INC., FOR GENERAL TOLL
SYSTEMS CONSULTING SERVICES.**

WHEREAS, the Mobility Authority contracts with MSX International, Inc. ("MSXI") for general toll systems consultant services under an Agreement for General Systems Consultant Services effective April 1, 2011 (the "Agreement"); and

WHEREAS, the Mobility Authority wishes to obtain additional toll consulting services from MSXI for capital projects not included within the scope of services provided under the Agreement or by Work Authorization No. 1 issued under the Agreement; and

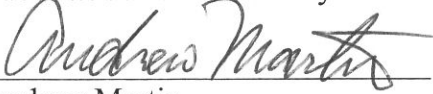
WHEREAS, the Executive Director recommends approval of an amendment to the Agreement to permit additional work authorizations and compensation for consulting approved by the Board, in the form attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the proposed First Amendment to the Agreement for General Systems Consultant Services with MSXI, in the form attached as Exhibit 1 to this resolution; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to execute the First Amendment to the Agreement for General Systems Consultant Services with MSXI in the form or substantially similar to the form attached as Exhibit 1 to this resolution.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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 12-081
Date Passed: 12/05/12

Exhibit 1 to Resolution No. 12-081

First Amendment to the Agreement for General Systems Consultant Services

This First Amendment to the Agreement For General Systems Consultant Services between the Central Texas Regional Mobility Authority ("Mobility Authority") and MSX International, Inc. ("MSXI" or "Consultant") effective April 1, 2011, (the "Agreement") is made effective as of the ____ day of December, 2012.

WHEREAS, the parties to this First Amendment desire to amend the Agreement so the the Mobility Authority may obtain additional consulting services from MSXI needed for the Manor Expressway and MoPac Improvement Projects; and

WHEREAS, the Mobility Authority Board of Directors has authorized the Executive Director to execute this First Amendment by Resolution No. 12-____, duly enacted by the Board at its meeting on December 5, 2012.

NOW, THEREFORE, the parties agree as follows:

Subsection (i) of Article 2 (Compensation) of the Agreement is amended to read in its entirety as follows:

- i. **AS-NEEDED BASIS.** As provided for above, the Authority shall request that the Consultant perform specific Services on an as-needed basis and through the issuance of Work Authorizations. No representation or assurance has been made on behalf of the Authority to the Consultant as to the minimum total compensation to be paid to the Consultant under this Agreement during any fiscal year. The maximum annual compensation the Authority is obligated to pay MXSI under this Agreement for Work Authorization No. 1, dated April 13, 2011, is \$175,000.00. The maximum compensation the Authority is obligated to pay MSXI for any other work authorization under this Agreement will be established by a work authorization approved by a resolution passed by the Mobility Authority Board of Directors.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for General Systems Consultant Services to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

MSX INTERNATIONAL, INC.

By: _____
Mike Heiligenstein, Executive Director

By: _____
Name: _____
Title: _____

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

RESOLUTION NO. 12-082

**APPROVING A NEW WORK AUTHORIZATION WITH MSX INTERNATIONAL,
INC., TO PROVIDE GENERAL TOLL SYSTEM CONSULTING SERVICES FOR THE
MANOR EXPRESSWAY PROJECT AND THE MOPAC IMPROVEMENT PROJECT.**

WHEREAS, the Mobility Authority contracts with MSX International, Inc. ("MSXI") for general toll systems consultant services under an Agreement for General Systems Consultant Services effective April 1, 2011 (the "Agreement"), as amended by the First Amendment to the Agreement for General Systems Consultant Services approved by the Board of Directors on December, 5, 2012; and

WHEREAS, the Mobility Authority wishes to obtain additional toll consulting services from MSXI for capital projects not included within the scope of services provided under the Agreement or by Work Authorization No. 1 issued under the Agreement; and

WHEREAS, the Executive Director and MSXI have agreed on a work authorization to provide toll system consulting services for the Manor Expressway and MoPac Improvement Projects; and


WHEREAS, the Executive Director recommends that the Board approve the proposed work authorization, at a total cost for those services not to exceed \$604,188.90 as established by the proposed work authorization attached as Exhibit 1 to this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the proposed work authorization with MSXI; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to execute the work authorization with MSXI in the form or substantially similar to the form attached as Exhibit 1 to this resolution.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number 12-082
Date Passed: 12/05/12

Exhibit 1 to Resolution No. 12-082

Proposed Work Authorization No. 2

(on the following 6 pages)

WORK AUTHORIZATION NO. 2

This Work Authorization No. 2 is made as of this ____ day of December, 2012, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of April 1, 2011 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and MSX International, Inc. ("Consultant" or "MSXI"), as the Agreement is amended by the First Amendment dated December 5, 2012.

This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the Toll Collection Implementation and Maintenance Services Agreement between the Authority and the Toll Systems Integrator, as more specifically detailed in the Agreement at Appendix A (Scope of Services), Section II (Services).

Scope of Services

Consultant shall perform the services and provide the deliverables described in Appendix A attached to this Work Authorization No. 2 on an "as needed" basis pursuant to the written request of the Authority.

Compensation

Compensation for providing services and deliverables described by this Work Authorization shall in accordance with Article 2 of the Agreement. Compensation paid for services and deliverables provided under this Work Authorization shall not exceed a total amount of \$604,188.90. This maximum payment is based on the estimated costs set out in Appendix A.

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 2 to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

MSX INTERNATIONAL, INC.

By: _____
Mike Heiligenstein, Executive Director

By: _____
Name: _____
Title: _____

APPENDIX A

Scope of Services

Roadway Projects Support

I. Purpose

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the toll system design and implementation for new road projects. MSXI shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under this work authorization. The Authority, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

Any Service provided under this Work Authorization is to be provided on an “as-needed” basis at the written request of the Authority. There is no guarantee that any or all of the Services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these Services on a nonexclusive basis. The Authority at its option may elect to have any of the Services set forth herein performed by other consultants or Authority's staff.

II. Services for the MoPac Improvement Project.

The Scope of Services to be provided by the Consultant may include the following:

1. Document existing system architecture and components for use in a change order for the Authority's current systems contractor.
2. Participate in the development of business rules and policies, including pricing policies, system operational plans, and enforcement strategies. Document the same business rules and policies. Ensure rules and policies can be effectively implemented and maintained.
3. Document a high-level system design that will become the basis of a toll system implementation work authorization for the MoPac Improvement Project system. Detail the high level system design to the point that effects on the current Toll Collection (Host and 183A) system can be categorized and assessed. Consider implications of system impact to the existing system and craft required considerations, upgrades and replacements into the design document. Obtain feedback from affected personnel and document the most effective system design based on cost, schedule, features, usability, maintainability, and adherence to the Authority's long-range strategic goals for the MoPac Improvement Project and the existing 183A systems.
4. Using the output of the tasks above, develop the technical specifications for the toll system work authorization to be used for the MoPac Improvement Project system. In addition to technical specifications, the work authorization will prescribe the high-level testing methodology to be used throughout the development and delivery of the toll system.

5. Assist with the evaluation of technical and cost proposal for work authorization negotiation.
6. Facilitate the System Integrator's (SI's) discovery efforts required for the SI to properly customize their existing products/services to meet the particular MoPac Improvement Project requirements. This will include onsite design meetings and other communications required to communicate the Authority's project requirements to the SI in a timely, accurate fashion that does not compromise the project schedule or system functionality.
7. Review, comment, and recommend approval (where appropriate) on all technical submittals provided by the SI related to the Project requirements. This may include the following plans/documents:
 - a) Implementation Schedule
 - b) Project Management Plan
 - c) Security Plan
 - d) Configuration Management and Document Control Plan
 - e) Quality Management Plan
 - f) Software Development Plan
 - g) System Requirements Document
 - h) System Detailed Design Document
 - i) Master Test Plan
 - j) All Required Test Completion Reports
 - k) Training Plan
 - l) Training Schedule and Training Materials
 - m) System User Manuals
 - n) System Administrator Manuals
 - o) Audit Manual
 - p) Maintenance Plan
 - q) Maintenance Service Manual
 - r) Disaster Recovery Plan
 - s) Installation Plan
 - t) Installation Checklist
 - u) Factory Acceptance Test Plan
 - v) Back Office (Host/IOP Hub) Integration Test Plan
 - w) As-Built System Detailed Design Document
8. Oversee system testing to ensure compliance with project requirements.
9. Track the SI's project schedules, risk analysis, and project status reporting.
10. Assist with the telecommunications required for connectivity of the tolling sites with the Authority's Host and disaster recovery site.
11. Assist with the fiber optic connectivity integration to TxDOT fiber infrastructure.
12. Assist in the definition of toll locations naming to comply with the Texas Interoperability requirements.

13. Provide other related technical services as requested by the Authority.

14. Deliverables: Deliverables from the tasks above include the following:

- a) Monthly Project Status Reports.
- b) New business rule and policy documentation.
- c) High level system design document.
- d) Technical requirements of the toll collection system.
- e) Design information required by System Integrator throughout this phase of the project.
- f) Comments related to all SI submitted documentation detailed above.
- g) Testing Status/Results Reports.

Table 1

Proposed Task Distribution of Hours	
Task Name: Mopac Improvement Project	
Sub-Task Description	Total Estimated Hours
Design definitions and requirements	1100
Project Document Review	400
Project Meetings / Reports	200
Installation Support	200
System Testing Support/Coordination	1100
<i>Total:</i>	<u><u>3000</u></u>

Table 2

Proposed Task Costs and Hours			
Task Name: Mopac Improvement Project			
Resource Name	Estimated Hours	Rate	Estimated Cost
Greg Mack	2250	\$137.00	\$308,250.00
Bill Brownsberger	400	\$183.07	\$73,228.00
Steve Doolin	200	\$129.59	\$25,918.00
Barbara Jewell	100	\$138.84	\$13,884.00
Robin Carty	50	\$107.99	\$5,399.50
<i>Total:</i>	<u><u>3000</u></u>		<u><u>\$426,679.50</u></u>

III. Services for the Manor Expressway Project.

1. Assist the Authority with the oversight of its contract with the Toll System Integrator.
2. Participate in any Toll Collection System (TCS) design reviews
3. Review contract deliverables from the Toll Systems Integrator to include, without limitation, the System Design documents, Interface Control documents, and testing documentation to ensure that deliverables conform to the TCS contract terms and Authority standards.
4. Participate in system development testing and assist the Authority in monitoring of tests.
5. Oversee TCS Acceptance testing and advise the Authority regarding testing process, progress and results.
6. Assist with the telecommunications required for connectivity of the tolling sites with the CTRMA Host and disaster recovery site.
7. Assist with the fiber optic connectivity integration with the TxDOT fiber infrastructure.
8. Assist with integration requirements for interfacing with the Traffic Management Control Center for CTRMA.
9. Assist in the definition of toll locations naming to comply with the Texas Interoperability requirements.
10. Provide other related technical services as requested by the Authority.

11. Deliverables

Deliverables from the tasks above include the following:

- 1 High level system design document review
- 2 Communication network documentation review
- 3 Testing Status/Results Reports

Table 3

Proposed Task Distribution of Hours	
Task Name: Manor Expressway	
Sub-Task Description	Total Estimated Hours
Project Document Review	160
Project Meetings / Reports	100
Installation Support / Coordination	200
System Testing Support/Coordination	750
<i>Total:</i>	<i>1210</i>

Table 4

Proposed Task Costs and Hours			
Task Name: Manor Expressway			
Resource Name	Estimated Hours	Rate	Estimated Cost
Greg Mack	650	\$137.00	\$89,050.00
Bill Brownsberger	300	\$183.07	\$54,921.00
Steve Doolin	110	\$129.59	\$14,254.90
Barbara Jewell	100	\$138.84	\$13,884.00
Robin Carty	50	\$107.99	\$5,399.50
<i>Total:</i>	<u>1210</u>		<u>\$177,509.40</u>

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

RESOLUTION NO. 12-083

**AUTHORIZING EXECUTION OF THE PROJECT DEVELOPMENT
AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION
FOR THE MOPAC IMPROVEMENT PROJECT.**

WHEREAS, the MoPac Improvement Project is an 11.2 mile project to add one express, variable-priced tolled lane in each direction on Loop 1 between FM 734 (Parmer Lane) and Cesar Chavez Street (the "Project"), with financial assistance provided by the Texas Department of Transportation ("TxDOT") pursuant to a financial assistance agreement with the Mobility Authority dated and effective on September 13, 2012; and

WHEREAS, before beginning construction of the Project the financial assistance agreement obligates the Mobility Authority and the Texas Department of Transportation ("TxDOT") to enter into an agreement to establish terms and conditions for the development, design, construction, operation, and maintenance of the Project (the "PDA"), the current draft of which is attached as Exhibit 1 to this resolution; and

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

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the "Project Development, Operation, and Maintenance Agreement Loop 1 Express Lanes ('MoPac Improvement Project')" in the form or substantially in the form attached as Exhibit 1, and authorizes the Executive Director to finalize and execute the PDA in the form or substantially in the form consistent with Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-083
Date Passed: 12/05/12

Exhibit 1

Draft

Project Development, Operation, and Maintenance Agreement
Loop 1 Express Lanes (“MoPac Improvement Project”)

(on the following 23 pages)

**PROJECT DEVELOPMENT, OPERATION, AND
MAINTENANCE AGREEMENT
LOOP 1 EXPRESS LANES
("MOPAC IMPROVEMENT PROJECT")**

**MOPAC IMPROVEMENT PROJECT
PROJECT DEVELOPMENT, OPERATION, AND MAINTENANCE AGREEMENT**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as “TxDOT,” and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the “Authority” (each a “Party” and jointly referred to as the “Parties”), is executed to be effective this ___ day of _____, 2012 (the “Effective Date”).

WITNESSETH

WHEREAS, on September 3, 2002, Travis and Williamson Counties (the “Counties”) petitioned the Texas Transportation Commission (the “Commission”) for authorization to form the Central Texas Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and

WHEREAS, in Minute Order No. 109052 adopted by the Commission on October 31, 2002, the Commission authorized the creation of the Authority; and

WHEREAS, the Authority now operates pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §26.11 *et seq.* (the “RMA Rules”), as well as its own policies and procedures; and

WHEREAS, the Authority is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and

WHEREAS, TxDOT and the Authority have been cooperatively developing the MoPac Improvement Project (the “Project”), an 11.2 mile project to add one express, variable-priced tolled lane in each direction on Loop 1 between FM 734 (Parmer Lane) and Cesar Chavez Street. The Project will include widening of general purpose lanes on the outside, reconstruction of the non-tolled lanes, sound walls and grade separated ramps providing access to and from downtown Austin. The tolled lanes will be located in the median of the corridor separated from the existing general purpose lanes by a buffer zone, as is more fully described and depicted on Exhibit “A”; and

WHEREAS, in Minute Order No. _____ adopted by the Commission on _____, 20__, the Commission designated the addition of one express, variable-priced tolled lane in each direction on Loop 1 between FM 734 (Parmer Lane) and Cesar Chavez Street as a toll project on the state highway system pursuant to Section 228.051 of the Texas

Transportation Code; and

WHEREAS, a formal waiver of development of a market valuation for the Project pursuant to former Transportation Code Section 228.0111(f-1) (repealed, effective June 17, 2011) was implemented by execution of a market valuation waiver agreement between TxDOT and the Authority dated September 13, 2010, and

WHEREAS, pursuant to Section 228.011(g) (since repealed) the Authority submitted terms and conditions for the development, construction, and operation of the project to the Capital Area Metropolitan Planning Organization (the "CAMPO") for its consideration; and

WHEREAS, the terms and conditions were approved by CAMPO on _____, 2010, enabling the Authority to formally consider its option to develop the Project as provided by Section 228.0111(g); and

WHEREAS, on September 29, 2010 the Authority took appropriate action as required by Section 228.0111(g) and exercised the first option to develop, finance, construct, and operate the Project as a express lane toll project under the terms and conditions approved by the CAMPO; and

WHEREAS, in Minute Order No. _____ dated _____, 2010, the Commission authorized the Authority to make improvements to the state highway system in connection with a project in the Loop 1 corridor, and authorized the Executive Director to enter into a project development agreement with the Authority; and

WHEREAS, on or about July 3, 2012, the Authority submitted a request, pursuant to 43 TEX. ADMIN. CODE Sec. 27.50, et seq (the "Toll Equity Rules"), for financial assistance in the amount of \$197.6 million to fund the costs of developing the Project, including without limitation the costs of public involvement, final design, utility relocation, construction, general engineering support, legal support, and project oversight; and

WHEREAS, on July 26, 2012, and August 30, 2012, the Commission, pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval of the grant by TxDOT of financial assistance in the amount of \$197.6 million, and in Minute Order 113252 authorized the Executive Director of TxDOT to enter into a financial assistance agreement with the Authority; and

WHEREAS, on September 13, 2012, TxDOT and the Authority executed a financial assistance agreement for \$197.6 million in Project funding; and

WHEREAS, this Agreement is necessary and desirable to clarify the relationships between TxDOT and the Authority in connection with the development, design, construction, operation and maintenance of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and the Authority agree as follows:

1. **Support for the Project.** TxDOT acknowledges its approval of, and support for, the financing, design, acquisition, construction, operation and maintenance by the Authority of the Project as a transportation project pursuant to the RMA Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement and in furtherance of the purposes of this Agreement and which are consistent with applicable law. Unless and until the Authority elects to abandon its efforts to develop, construct and operate the Project or such time periods within which the Authority must pursue the Project, as required by law, lapse, TxDOT shall not advance any alternative to or conflicting proposal for the development of the Project. Further, in its consideration of any work that might affect the Project, TxDOT shall use best efforts to minimize or avoid any adverse impact on the Project or its operations.

Nothing contained in the previous paragraph or elsewhere in this Agreement in any manner constrains the ability of TxDOT or any other Party to construct, operate, permit, or support (a) any work or improvements on highway projects necessary for improved safety, maintenance or operational purposes, (b) any rail project, (c) any HOV lanes required by environmental regulatory agencies, or (d) any highway projects or portions of a highway project included in any of the following transportation plans and programs:

- (i) 2010 - 2013 Statewide Transportation Improvement Program (STIP);
- (ii) 2011 Unified Transportation Program (UTP);
- (iii) The Metropolitan Transportation Plan 2035 adopted by CAMPO; or
- (iv) any future transportation plan or program adopted by CAMPO or a successor agency.

2. **Use of Right-of-Way.** During such time that the Authority or any contractor working on the Authority's behalf is developing, constructing, operating, maintaining, and regulating the Project, it shall have a right to use and occupy TxDOT owned property within the Loop 1 corridor as is depicted on Exhibit "A" attached hereto as necessary and in accordance with applicable law.

The Authority shall have, and TxDOT hereby grants to the Authority, a license and right of entry on, over, and under such area and right-of-way owned by, subsequently acquired, and otherwise under TxDOT's control and as necessary to enable the Authority to cause the Project to be constructed, maintained, and operated. Such license and right of entry shall remain in effect unless and until responsibility for construction, maintenance, or operation of the Project reverts to TxDOT or is otherwise acquired and assumed by TxDOT with the consent of the Authority or pursuant to applicable law, provided that the contractual requirements for provision of maintenance set forth herein shall not be deemed as the reversion to, or acquisition or assumption by, TxDOT of construction, operation, or maintenance responsibility for purposes of this paragraph.. Additionally, TxDOT grants to the Authority a license and right of entry on, over,

and under such area and right-of-way owned by, subsequently acquired, and otherwise under TxDOT's control and as necessary to enable the Authority to cause the express lanes to be operated, maintained, policed, and regulated. Such license and rights of entry relating to the aforementioned activities shall be deemed granted upon execution of this Agreement and shall remain in effect unless and until operation and maintenance of the express lanes is otherwise permanently acquired and assumed by TxDOT with the consent of the Authority or pursuant to applicable law. The right-of-way comprising the Loop 1 corridor and to which use is granted hereunder, subject to this Agreement, is all TxDOT Loop 1 mainlane, ramp, frontage road, and intersection ROW located within the Project limits depicted on Exhibit "A". In the event a third party requests evidence of authorization for the Authority to use TxDOT owned right-of-way pursuant to this Agreement, TxDOT agrees to execute a license, right-of-entry, easement, or other document in a form reasonably acceptable to TxDOT and which evidences the rights granted herein.

3. **Construction, Operation, Maintenance, and Regulation.** The Authority shall be responsible for construction of the Project. The Authority shall be responsible for maintenance of the Project and associated right-of-way from the commencement of construction activities until Final Acceptance of the Project, or until Incremental Acceptance of portions of the Project. For purposes of this Agreement, Final Acceptance shall mean all conditions for final acceptance as set forth in the Design/Build Contract to be entered into between the Authority and its Design/Build Contractor have been satisfied. "Incremental Acceptance" shall mean the mutual acceptance by the Authority and TxDOT of a substantial portion of the Project that is completed to Final Acceptance requirements prior to the Final Acceptance of the entire Project. In the case of Incremental Acceptance, TxDOT and the Authority shall assume relative responsibility for the maintenance of the incrementally accepted portions of the Project as provided for under this Agreement for the corresponding portion of the Project.

During construction activities, TxDOT shall remain responsible for incident management, snow and ice control, and operation of the Traffic Management System (TMS) (changeable message signs, lane control signals, cameras, etc.) for the entire Project.

The Authority will not be responsible for the repair or rehabilitation of existing bridges beyond \$50,000 per bridge if the Design/Build Contractor construction activities identify deficiencies beyond those identified under Design/Build Contractor's scope. If Design/Build Contractor uncovers out of scope items that need repair, including any hazardous materials remediation on existing bridges, the \$50,000 shall cover fixed costs and will not include analytical costs. TxDOT and the Authority shall determine and mutually agree upon the bid unit prices in the Design/Build Contractor's assessment of the \$50,000 per bridge.

Upon Substantial Completion of the Project, the Parties shall work cooperatively to determine appropriate signage, provided that the Authority shall have the right to install and maintain such signage as it reasonably deems necessary and in such locations (including within right-of-way of the non-tolled lanes) to maximize the safe and efficient operation of the express lanes and the toll collection system. The signage may be revised, relocated, or supplemented from time-to-time as the Authority deems necessary to assure safe operations or to enhance efficiency of the operations of the express lanes or the aesthetics of the corridor. For purposes of this Agreement, "Substantial Completion" as used herein shall mean satisfaction of the conditions for substantial completion as identified in the Design/Build Contract. Additionally, the Authority shall have the

right after Substantial Completion to complete any punchlist work in the right-of-way of the non-tolled lanes necessary to complete the Project.

Upon Final Acceptance of the Project, TxDOT and the Authority shall be jointly responsible for the cost of routine maintenance and renewal and replacement maintenance within the right-of-way of the Loop 1 corridor as limited by the Project limits. TxDOT and the Authority shall share costs for maintenance based on a percentage split of the incurred cost. The cost sharing split will be 25% Authority and 75% TxDOT as generally outlined in "Exhibit "E". The parties shall mutually agree on which of them shall procure the necessary maintenance services and oversee the contractor(s) providing such services, and shall jointly develop the maintenance standards and performance metrics that shall be adhered to by the contractor(s). In the event the non-procuring party believes that there is a failure to adequately perform the required maintenance, that party shall notify the other and the two parties will work together to compel adequate performance by the contractor(s). TxDOT and the Authority shall review the Exhibit E costs and other aspects of the maintenance obligations subject to the shared cost arrangement on an annual basis, and shall revise Exhibit E and/or the cost sharing split if mutually agreed to by both parties.

In the event either party declines to extend the cost sharing arrangement described above for any reason, the Authority will assume the obligation for maintenance of the express lanes and TxDOT will assume the obligation to maintain the remaining right-of-way and infrastructure within the Loop 1 corridor.

TxDOT currently has agreements with the City of Austin for maintenance of continuous illumination, sidewalks, and shared use paths. These agreements shall remain in effect and will cover applicable facilities that are constructed contemporaneous with the Project.

The Authority shall be responsible for the operation and regulation of the express lanes in compliance with applicable law and relevant provisions of any trust agreement(s) or similar documentation evidencing or securing financing, if any. The Authority shall be responsible for operation and maintenance of all the tolling equipment and tolling infrastructure required for operation of the express lanes. The Authority may delegate any of its obligations in connection with the Project to any other third party, including without limitation a Design/Build Contractor or a toll systems integrator, provided that the Authority shall retain ultimate responsibility for the proper operation, and regulation of the express lanes.

The Parties shall work together to coordinate maintenance activities (whether performed by a contractor or by TxDOT or the Authority) on the portions of the Project that each will operate so as to minimize disruptions to service and negative impacts to toll operations. The Parties mutually agree to notify and obtain approval from the other Party in advance of lane closures or blockage of the other Party's facility. Activities on the non-toll lanes and ramps that limit access to the express lanes may have an impact on the operations and revenue generation of the facility, particularly during peak hours. TxDOT shall coordinate with the Authority to minimize such impacts and shall only allow or perform closures and associated work during off-peak hours, except in the event of an emergency which poses a threat to the safety of the traveling public.

4. **Utility Relocations.** There will be utility relocations required for the Project. Utility relocations shall be the responsibility of the Authority. The Authority shall ensure that all Utility relocations are performed in accordance with applicable State laws, regulations, rules, policies,

and procedures. This includes without limitation 43 TEX. ADMIN. CODE §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities, and 43 TEX. ADMIN. CODE §21.31 et seq. relating to Utility Accommodation. TxDOT acknowledges that utility relocation activities may be undertaken on the Authority's behalf by its Design/Build Contractor, in which case the Authority shall be responsible for ensuring that such contractor carries out all such relocation activities in a manner consistent with applicable laws and administrative regulations. The Authority shall pay, or cause to be paid, utility owners pursuant to Section 370.170 of the RMA Act. TxDOT will cooperate with the Authority in securing the performance of all necessary utility relocations.

5. Construction Obligations of the Authority; Control of Work. The Authority shall be responsible for the final design and construction of the Project, including: (a) ensuring that all environmental permits, issues, and commitments are adhered to in the Project design; (b) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes; (c) ensuring that all construction plans are signed, sealed and dated by a professional engineer licensed in the State of Texas; and (d) carrying out required utility relocation and/or adjustments, if any, pursuant to Section 4. Except as hereinafter provided, the Authority shall have sole authority and responsibility for: (a) the final design of the Project and all features thereof; (b) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, a design/build contractor, contractors, subcontractors, vendors, sureties, toll system integrator and other parties retained in connection with the financing, design, construction, or operation of the Project; (c) the commencement, sequencing and timing of design and construction activities and other work; (d) the acceptance or rejection of work or other deliverables performed under a contract let by the Authority; (e) the negotiation, bidding, and letting of contracts; and (f) managing the operation, and toll collection requirements for the Project.

The Authority shall be responsible for adhering to all applicable Federal Highway Administration ("FHWA") and TxDOT rules, regulations, policies, procedures, and standards for the design and construction of the Project, except as specifically stated in this Agreement. The Authority must obtain the approval of the Commission as required by Section 370.187 of the Texas Transportation Code before construction of the Project begins, in accordance with the requirements of 43 TEX. ADMIN. CODE §§11.58 and 26.31

Plans and specifications developed by the Authority for the Project must be in compliance with either the latest version of the TxDOT design manuals, as defined in 43 TEX. ADMIN. CODE § 27.51, or, in the absence of applicable TxDOT standards in the design manuals, with the latest version of the American Association of State Highway and Transportation Officials ("AASHTO") standards, as described in 43 TEX. ADMIN. CODE § 27.56(b)(1). For purposes of this section, the latest version of the design manuals and AASHTO standards are those in effect on the date of issuance of the request for detailed proposals for the design and construction of the Project as updated by all non-discriminatory changes made subsequent to that date.

The Authority may request exceptions to the design standards pursuant to 43 TEX. ADMIN. CODE § 27.56(b)(2). The Executive Director of TxDOT or their designee and FHWA may provide written approval of an exception after determining that the particular criteria could not

reasonably be met due to physical, environmental or other relevant factors, and that the proposed design is a prudent engineering solution. Requests for design exceptions involving the structural capacity or bridge width shall be sent in writing to the Executive Director of TxDOT or their designee for review and approval.

Construction plans and specifications for the Project shall conform to the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, provided that the Executive Director of TxDOT or designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the quality and durability of the finished product for its intended use and the safety of the traveling public.

The Authority, its Design/Build Contractor, and TxDOT will hold an initial "scoping session" before start of the design activity and a formal review at the end of the Preliminary and Final Design. Preliminary and Final Design is defined as described in 43 TEX. ADMIN. CODE § 27.56(c). During the Preliminary and Final Design phases, TxDOT personnel will participate and provide comments on the design work with FHWA oversight. The Authority and TxDOT personnel will attend progress meetings, working meetings, design workshops, and conduct over-the-shoulder reviews throughout the design process. It is the intent of the over-the-shoulder reviews to check for basic concept-level detail, design criteria, and fatal flaws. These reviews will not include detailed calculation or drawing reviews. The Design/Build Contractor shall be fully responsible for all aspects of design quality control (DQC) and design quality assurance (DQA) procedures and shall ensure quality by complying with the approved Design Quality Management Plan (DQMP). All submittals (e.g. plans, specifications, calculations, reports, etc.) shall be subject to review and acceptance by the Authority; with review and concurrence by TxDOT.

When a Preliminary or Final Design package is received, and after each design package has been reviewed by the Authority for completeness, the Authority shall submit to the Executive Director of TxDOT or their designee the information identified in 43 TEX. ADMIN. CODE § 27.56(c)(2). The Authority and TxDOT shall conduct reviews of each design submittal concurrently. The Design/Build Contractor shall verify that all quality processes are in compliance with the DQMP by certifying that each design package has been prepared in accordance with the DQMP. The Authority shall formally transmit to the Executive Director of TxDOT or their designee a signed and dated certification from the Design/Build Contractor that the design package is complete and meets contract requirements.

TxDOT will review and provide to the Authority comments on each design package for inclusion in one set of design review comments to be sent to the Design/Build Contractor. TxDOT shall complete its review and the Executive Director of TxDOT or their designee shall notify the Authority in writing of its concurrence of the design within ten (10) business days, excluding state and federal holidays, of receipt thereof. If rejected, a resubmittal of the design package shall be required for TxDOT concurrence. Resubmittal of any design package will afford TxDOT's review an additional ten (10) business days, excluding state and federal holidays, of receipt thereof. After TxDOT's review is complete, the Executive Director of TxDOT or their designee shall submit the design package for FHWA review and concurrence. If no notification of concurrence within the 10-day review periods is given by the TxDOT or FHWA engineer, the Authority may proceed with acceptance of the design. The Authority will have two (2) business days to review TxDOT and FHWA comments and incorporate into a unified Review Comment

Summary and Resolution (RCSR) form. If conflicts or need for clarifications are identified, the Authority and TxDOT will conduct a comment concurrence meeting. After concurrence the Authority will forward comments to the Design/Build Contractor within fifteen (15) business days of receipt of a complete Preliminary or Final Design submittal package.

The Design/Build Contractor will have an opportunity to correct or submit additional information to cure any defects or deviations identified by the Authority and TxDOT. Each comment provided by the Authority and TxDOT will be required to be addressed and a response formulated by the Design/Build Contractor.

The Design/Build Contractor shall provide advance notice to the Authority and TxDOT a minimum of ten (10) business days prior to submitting a Preliminary or Final Design package. If the package is not received on the date indicated in the advance notice, the Authority and TxDOT shall retain the right to extend their review period by one (1) business day for every business day the package was submitted either earlier or later than the date indicated in the advance notice. State and federal holidays shall not be considered business days.

Before the start of the 30% design activity, the Authority shall cause its Design/Build Contractor to schedule design workshops to discuss specialized items (at a minimum for retaining walls, sound walls, bridges, and pavement) on the Project. TxDOT shall participate and provide the Design/Build Contractor and/or its designers Project-specific guidance to assist in the design development.

After 30% review but prior to commencement of construction of any portion of the Project, the Authority shall review early release or release for construction designs, plans, and specifications prepared by its Design/Build Contractor. The Authority shall cause its Design/Build Contractor to make changes to said designs, plans, and specifications as necessary to comply with the design criteria prescribed in this Agreement. Upon approval by the Authority of the early release or release for construction designs, plans, and specifications, the Authority shall have the right to begin or cause its Design/Build Contractor to begin construction of the Project.

When final plans for each design package are complete, and after each design package has been reviewed by the Authority for completeness, the Authority shall submit, or shall cause its Design/Build Contractor to submit, to the Executive Director of TxDOT or designee the information identified in 43 TEX. ADMIN. CODE § 27.56(c)(4). The Design/Build Contractor shall certify that Authority and TxDOT comments from the Preliminary design submittals have been addressed and/or incorporated into the Final design package. The Authority shall formally transmit to the Executive Director of TxDOT or his designee a signed and dated certification from the Design/Build Contractor that the deliverable is complete and meets contract requirements.

The Authority is responsible for establishing and maintaining a system of internal audits. TxDOT and the Authority shall use quality audit results as a tool to review and implement continuous improvement to the DQMP and design activities.

The Authority shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing

and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

All revisions to the Design/Build Contract for the Project, if any, shall comply with the latest version of the applicable national or state administration criteria and manuals, and must be submitted to TxDOT for its records. Any revision that affects prior environmental approvals or significantly revises the Project scope or the geometric design must be submitted to the Executive Director of TxDOT or their designee for approval prior to beginning the revised construction work. The Authority shall submit, or shall cause its Design/Build Contractor to submit to the Executive Director of TxDOT or their designee all proposed contract revisions that are subject to TxDOT approval. TxDOT will review the proposed revision and will forward the proposed revision and comments to the Executive Director of TxDOT or their designee. TxDOT shall complete its review and the Executive Director of TxDOT or their designee shall notify the Authority of their approval or disapproval of the contract revision within twenty (20) business days, excluding state and federal holidays. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such twenty (20) day period. If no notification is given, the information will be deemed approved. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days, excluding state and federal holidays. If no response is given by TxDOT, the information will be deemed approved.

Construction oversight and inspection, and materials testing and inspection shall be the responsibility of the Authority. The Authority shall use all reasonable efforts to achieve substantial completion of the Project by December 31, 2017. As provided in Section 13 of this Agreement, the Authority will provide to TxDOT a set of final construction plans, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that the project was constructed in accordance with the approved plans and specifications and approved contract revisions.

6. Responsibility for Design. The Authority acknowledges, and fully accepts, its responsibility for, the design and construction of the Project, and the Authority further acknowledges and fully accepts responsibility for the regulation, signage, and overall operation of the express lanes and hereby contracts to accept said responsibility in any litigation. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority.

7. Environmental Permits and Compliance. Environmental clearance was obtained for the Project on August 23, 2012. The Authority shall be responsible for compliance with applicable requirements of state and federal law regarding environmental permits, issues, and commitments (EPIC) during construction. This shall include, without limitation, full compliance with the approved Environmental Documents (which includes the Environmental Assessment and the Finding of No Significant Impact) and completion of any required Section 7 consultations and any required mitigation and additional permitting. In order to fully vest the Authority with the ability and obligation to comply with all EPIC, TxDOT, to the extent

permitted by law, hereby commits to transfer and assign to the Authority all rights and delegate all obligations granted under the approved Environmental Documents for the Project, as well as any claims or causes of action for errors or omissions committed in the environmental review process. In the event that changes are made to the scope of the Project which require a re-evaluation of (or supplement to) the approved Environmental Documents, the cost of such work shall be borne by TxDOT if it requests the change in scope and by the Authority if it requests the change in scope.

8. **Contracting Procedures.** Pursuant to Texas Transportation Code Section 370.401, et. seq., the Authority is developing the Project through the Design/Build Method (as defined in Texas Transportation Code Chapter 370, Subchapter K). TxDOT and FHWA representatives have had, and will continue to have, the opportunity to observe the design/build procurement process for purposes of confirming compliance with applicable laws and regulations and to participate in the review of competitive submittals. TxDOT shall in no way be liable for any claims, protests, or causes of action arising out of the design/build procurement process. The Authority shall ensure compliance by its selected design/build contractor with the applicable provisions of this Agreement.

9. **HUB Policy; DBE Guidelines.** The Authority shall require its Design/Build Contractor to comply with the Authority's Business Opportunity Policy (the "Policy") as set forth in the Authority's Resolution No.03-60, as may be amended. Additionally, the Authority shall require its Design/Build Contractor to comply with the applicable DBE guidelines and regulations established in 49 CFR Part 26, as may be amended. In the event of a conflict between the Authority's policy and requirements of federal law, the latter shall control. The Authority shall provide to TxDOT quarterly reports regarding compliance with this paragraph.

10. **Compliance With Applicable Laws.** It is the Authority's obligation to monitor its Design/Build Contractor to ensure the Design/Build Contractor prosecutes its scope of work in compliance with all state and federal laws, including without limitation: (a) labor compliance standards are met in accordance with the provisions of the "Davis-Bacon and Related Acts" established in 29 CFR Parts 1, 3 and 5, and (b) wages of the Design/Build Contractors' employees are not less than those contained in the wage determination established by the U.S. Department of Labor. Additionally, the Authority shall monitor its Design/Build Contractor to ensure compliance with (x) the anti-kickback regulations established in 29 CFR Part 3; (y) the provisions of Title VI of the Civil Rights Act of 1964 codified in 49 CFR Part 21 and 23 CFR Part 710.405(b); and (z) the equal employment opportunity standards established in 41 CFR Part 60 provided that the Authority shall not be liable for violations of the foregoing laws, orders and regulations by the Design/Build Contractor. The Authority shall cause its Design/Build Contractor to make available to the governmental agencies responsible for enforcement of the above-referenced laws, orders and regulations, all documentation and records necessary to review and audit the various requirements established under this Section 10. To the extent required by law, the Authority's construction contract(s) and/or design-build contract(s) shall include the provisions required by FHWA Form 1273, Required Contract Provisions, together with the applicable provisions of the Clean Air Act and Clean Water Act codified in 42 USC 1368, et seq., including but not limited to the certification of the National Pollution Discharge Elimination System permits established under Section 402 of the Clean Water Act. Compliance with these provisions shall be the responsibility of the Authority for all contracts let by the Authority subsequent to the Effective Date of this Agreement. In addition, the Authority shall, to

the extent required by law, be responsible for compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970. This Section 10 shall operate and be construed solely as acknowledging and obligating the Authority to comply with the referenced Federal laws *only* to the extent that, and *only* for so long as, such compliance is required; if due to a change in the law or for any other reason any of the foregoing requirements are found to be inapplicable to the Authority, this Agreement shall be deemed modified automatically to delete said requirement(s). The Authority may rely on the legal opinion of its legal counsel in connection with any action taken or arising under this Agreement, provided that said opinion shall not bind TxDOT or the FHWA.

11. **Toll System Interoperability.** Prior to deploying any toll collection equipment or technology the Authority (or its contractor) shall certify to TxDOT that the technology complies with any statewide interoperability standards adopted by TxDOT and with the requirements of any interoperability agreements between TxDOT and the Authority.

12. **Maintenance of Records.** All records and documents prepared by the Authority under this Agreement must be made available to authorized representatives of TxDOT and the FHWA during normal work hours. All records and documents prepared under this Agreement must be maintained by the Authority for three (3) years after final payment of construction costs incurred in connection with the Project. Additionally, TxDOT, the FHWA, and their duly authorized representatives shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Notwithstanding the foregoing, the Authority shall comply with all Federal laws pertaining to the retention of records and the provision of access thereto. The Authority shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Authority, and shall provide TxDOT with a copy of any audit of those books and records. The Authority shall comply with the audit requirements and other requirements relating to project records in 43 Tex. Admin. Code §27.55(b), including having a full audit of its books and records performed annually in accordance with the standards of OMB Circular No. A-133. The Parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

13. **Reports and Plans.** The Authority shall deliver to TxDOT quarterly progress reports for the Project prepared by the Authority's general engineering consultant. Within six (6) months after Final Acceptance of the Project, the Authority will deliver to TxDOT the final record drawings and documents, pursuant to the terms and conditions of this Agreement.

14. **The Financing.** Funding for design and construction of the project is primarily in the form of TxDOT grants to the Authority totaling \$197.6 million for which distribution shall be governed by the terms and conditions of the Financial Assistance Agreement (FAA). Also, the Authority has entered into an interlocal agreement with CAMPO in which the Authority has agreed to establish a Regional Infrastructure Fund (RIF) and to deposit surplus revenues of the Project in the RIF, to be used to fund other eligible transportation projects in the region. Absent any agreement to the contrary, TxDOT shall have no obligation or liability with respect to the interlocal agreement, provided, however, that if reasonably requested by the Authority, TxDOT shall promptly provide to the Authority assurances and/or other forms of information necessary

or desirable for implementation of the interlocal agreement, provided that said assurances are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement.

15. **Additional Financing.** The Authority may pursue additional financing for the Project in the form of a loan, bond issuance, or other debt instrument(s). Absent any agreement to the contrary, TxDOT shall have no obligation or liability with respect to such financing, provided, however, that if reasonably requested by the Authority, TxDOT shall promptly provide assurances and/or other forms of information necessary or desirable for obtaining the financing, provided that said assurances are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement and, if applicable, consistent with accepted practice in the municipal finance industry.

16. **Termination of this Agreement.** This Agreement may be terminated upon the occurrence of either of the following conditions:

- (a) By written mutual agreement and consent of the Parties hereto;
- (b) By either Party hereto, upon the failure of the other Party to fulfill the obligations as set forth in this Agreement, provided that the Parties must have first followed the procedures set forth in Section 17 below; or
- (c) By satisfactory completion of all responsibilities and obligations described herein.

Notwithstanding the termination of this Agreement as provided for above, the rights and obligations granted under Section 2 shall survive termination of this Agreement and shall only terminate as provided for in Section 2.

17. **Dispute Resolution.** The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement. The process will include an issues resolution ladder to resolve questions at the appropriate organizational levels of each Party. Any issues that cannot be resolved by use of the issues resolution ladder will be referred to the Authority's Executive Director or designee and TxDOT's Executive Director or their designee to resolve. If a dispute is processed under the issues resolution ladder and not resolved, the Parties agree to use the procedures in the following sentences. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date, including all statutory provisions that effect a waiver, in whole or part, of sovereign immunity to suit for the purpose of adjudicating a claim for a breach under this Agreement. The parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties shall satisfy the requirement for alternative dispute resolution by participating in non-binding arbitration, unless otherwise agreed to by the Parties. During the resolution of an issue the Authority and TxDOT will not hinder work under the Agreement and such work will proceed.

18. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the Parties and their legal successors, including without limitation any successor agency to TxDOT or the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, sublet, or transfer its interest in this Agreement

without the prior written consent of the other Party to this Agreement, unless otherwise provided by law.

19. Officials Not to Benefit. No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof. Pursuant to the provisions of 31 USC 1352, the Authority shall complete the "Certification for Federal-Aid Contracts", attached hereto as Exhibit "B" and made a part hereof for all purposes.

20. Debarment Requirements. The Authority shall require its Design/Build Contractor to complete the "Debarment Certification", attached hereto as Exhibit "C" and made a part hereof for all purposes. All subcontractors to the Authority's Design/Build Contractor must complete the "Lower Tier Participation Debarment Certification", a sample copy being attached hereto as Exhibit "D" and made a part hereof for all purposes.

21. Circulation of the Agreement. Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms, bond counsel, and similar parties in connection with the provision of any additional financing and the RIF.

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

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

24. Notices. All notices to either Party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such Party at the following respective addresses:

Texas Department of Transportation
Austin District Office
7901 N. IH 35
Austin, Texas 78753
Attention: District Engineer

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701
Attention: Executive Director

with copies to:

Texas Department of Transportation

Office of General Counsel
125 E. 11th Street
Austin, Texas 78701

Locke Lord LLP
100 Congress Avenue, Suite 300
Austin, Texas 78701
Attention: C. Brian Cassidy

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

25. Gratuities. Any person who is doing business with or who may do business with TxDOT under this Agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of TxDOT's Executive Director.

26. Conflict of Interest. The Authority shall not assign an employee to the Project if the employee:

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

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

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

29. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

30. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. If and to the extent that any approval or action by the Governor of the State of Texas is required to effectuate or authorize any provision of this Agreement, TxDOT agrees that it will use all reasonable efforts to obtain said approval or action. Each signatory on behalf of TxDOT and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

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

32. Conflicts. Insofar as possible the provisions of this Agreement shall be deemed complimentary to the terms of the agreements under which TxDOT is providing financial assistance to the Authority to fund certain costs of the Project (the "Financial Assistance Agreements"), but in the event of conflict the terms of the Financial Assistance Agreements shall control.

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by three (3) multiple counterparts on the dates shown herein below, effective on the date listed above.

**CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein, Executive Director

Date: _____

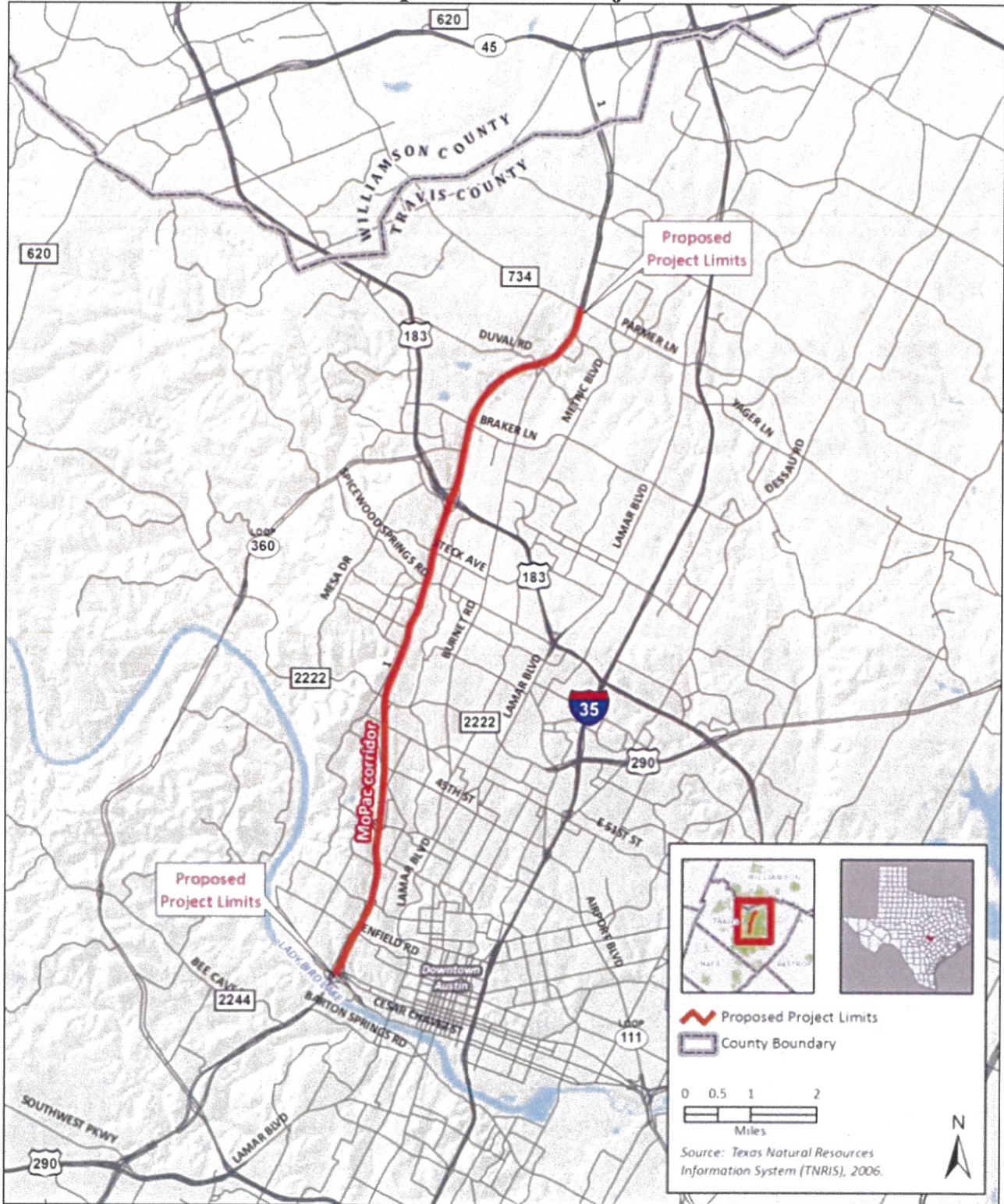
**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Phil Wilson, Executive Director

Date: _____

ATTACHMENT A

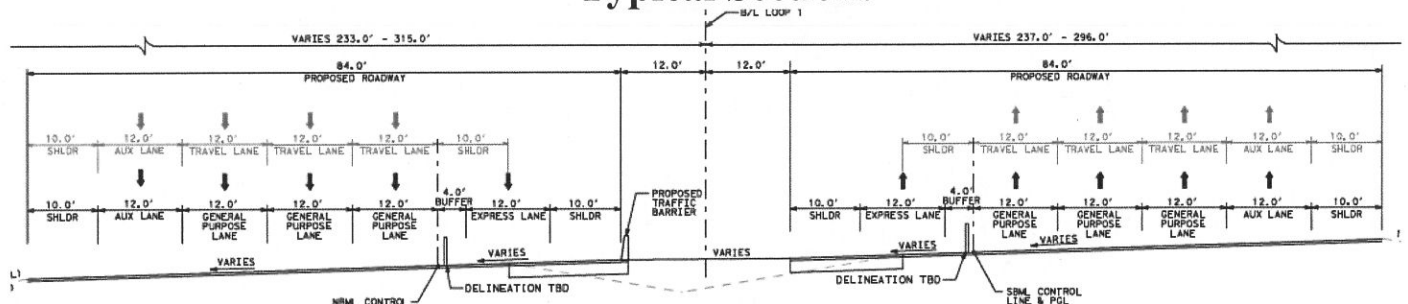
MoPac Improvement Project Limits



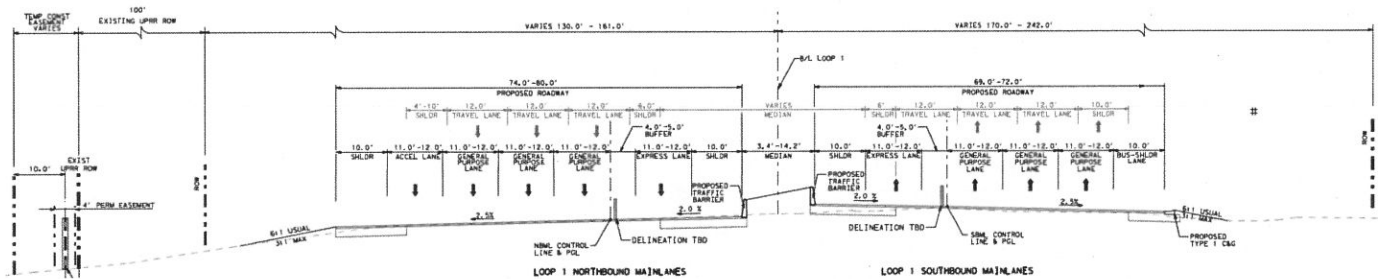
MoPac Improvement Project

The Project is approximately 11.2-miles in length and the limits are from just north of Parmer Lane (FM 734) southerly to Cesar Chavez Street. The Project includes tolled express lanes (one lane in each direction) constructed along the inside median of the existing Loop 1 facility by widening pavement and bridges and, in some areas, reducing the width of the existing lanes and shoulders. The Project includes tolling and ITS facilities, bike and pedestrian improvements, and grade separated ramp access to Cesar Chavez. The Project will require construction of several miles of sound walls within the Loop 1 right-of-way and within the Great Northern roadway right-of-way. There is an existing rail line located within the median of a significant portion of Project corridor. The Project will be dynamically priced utilizing an all-electronic toll collection system.

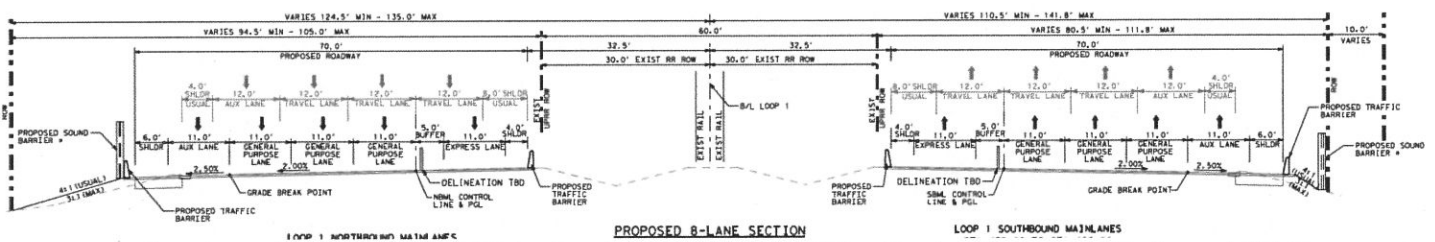
Typical Sections



Northern Segment – Widening into Median



Central Segment – Widening to Median and Outside



Southern Segment- UPRR in Center of ROW – Widening to Outside with Sound Walls

EXHIBIT "B"

Certification Regarding Use of Contract Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require the language of this certification to be included in all lower tier subcontracts which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Signature of Certifying Official

Typed Name

Title

Date

EXHIBIT "C"

Debarment Certificate

- (1) The CONTRACTOR certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public* transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public* transactions terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

*federal, state or local

Signature of Certifying Official

Title

Date

Form 1734-A
4-89

EXHIBIT "D"

Lower Tier Participant Debarment Certification

(Negotiated Contracts)

_____, being duly sworn
(insert name of certifying official)

or under penalty of perjury under the laws of the United States, certifies that

neither _____ nor its

(insert name of lower tier participant)

principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of certifying Official

Title

Date of Certification

Form 1734-A
4-89

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

RESOLUTION NO. 12-084

**AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
CERTAIN AGREEMENTS THAT RESTRICT DIRECT ACCESS TO MOBILITY
AUTHORITY RIGHT-OF-WAY FROM ADJACENT LAND.**

WHEREAS, the Mobility Authority from time to time offers to purchase from landowners whose property abuts Mobility Authority right-of-way the right of that landowner to direct access for purposes of ingress and egress from the abutting land (a "denial of access right"); and

WHEREAS, the purchase price offered by the Mobility Authority for a particular denial of access right normally does not exceed \$3,000.00; and

WHEREAS, under subsection (a)(6), Sec. 301.038 of the Mobility Authority Policy Code, the executive director "may execute contracts, contract supplements, contract change orders, and purchase orders not exceeding amounts established in Resolutions of the board;" and


WHEREAS, the Board of Directors has determined that delegating authority to the Executive Director to approve the purchase or release of certain denial of access rights will be beneficial to landowners, staff, and the Board by streamlining the process for those purchases.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby delegates to the Executive Director the authority to execute on behalf of the Mobility Authority a contract with to acquire, release, or exchange direct access rights to and from land abutting Mobility Authority right-of-way as deemed necessary by the Executive Director to protect the public safety and the convenience of the users of a transportation project on Mobility Authority right-of-way; and

BE IT FURTHER RESOLVED that Board of Director approval is required for any contract otherwise subject to this resolution that requires the Mobility Authority to pay more than \$3,000.00 for direct access rights for a particular parcel of land.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-084
Date Passed: 12/5/2012

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

RESOLUTION NO. 12-085

**AMENDING THE POLICY CODE RELATING TO
TOLL POLICIES AND OPERATIONS.**

WHEREAS, by Resolution No. 12-16 adopted February 29, 2012, the Board of Directors approved and adopted the Mobility Authority Policy Code as a non-substantive codification of the policies adopted as individual Board resolutions starting in 2003; and


WHEREAS, resolutions adopting the policies currently set forth in Article 1 (Toll Policies) and Article 2 (Operations), of Chapter 3 (Operations) of the Policy Code were adopted in 2007 and 2009, respectively, and include provisions that are obsolete, such as those to relate to on-site cash toll collection, or do not reflect current practices; and

WHEREAS, the proposed revisions attached as Exhibit 1 to this resolution will clarify and reflect current toll and operations policies of the Mobility Authority.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby amends the Policy Code by repealing Articles 1 and 2, Chapter 3, of the Policy Code and adopting in their entirety the provisions of Articles 1 and 2, Chapter 3, to read as set forth in Exhibit 1 to this resolution, effective December 5, 2012.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-085
Date Passed: 12/5/2012

Exhibit 1 to Resolution No. 12-085

Policy Code Amendment

(on the following 10 pages)

MOBILITY AUTHORITY POLICY CODE

Chapter 3: OPERATIONS

Article 1. TOLL POLICIES

Subchapter A. TOLL RATES

301.001 Priority of Bond Documents

Notwithstanding any conflicting provision in this subchapter or in a prior resolution adopting the Toll Policies, the toll rates and schedules set forth in this subchapter shall always be sufficient to meet or exceed all covenants and requirements set forth in all applicable bond documents and obligations of the authority. If any conflict arises between the bond documents and this subchapter or a prior resolution adopting the Toll Policies, the covenants and requirements of the bond documents shall control to the extent of such conflict.

301.002 Toll Rates

- (a) Each toll established by this section is subject to an adjustment on January 1 of each year under the procedure set forth in Sec. 301.003 (Annual Toll Rate Escalation). The executive director is authorized and directed to edit a toll established by this section to update and certify any change to a toll made pursuant to Sec. 301.003.
- (b) A "toll gantry" means a structural frame installed over a tolled roadway or ramp that supports components of an electronic toll collection system.
- (c) The toll for a passenger car (2 axles) charged at each 183A Turnpike toll gantry is as follows:

183A Turnpike Toll Gantry	Transponder Customer Toll (e.g., TxTAG)	Pay By Mail (Video Tolling) Customer Toll
Crystal Falls Ramps	\$0.36	\$0.48
Crystal Falls Mainline	\$0.95	\$1.27
Scottsdale Drive Ramp	\$0.54	\$0.72
Park Street Mainline	\$1.35	\$1.80
Brushy Creek Ramps	\$0.54	\$0.72

MOBILITY AUTHORITY POLICY CODE

Lakeline Mainline	\$0.50	\$0.67
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(d) Beginning on the date Phase 1 of the Manor Expressway is open to traffic and ending on the date the entire length of the Manor Expressway is open to traffic, the toll for a passenger car (2 axles) charged at each Manor Expressway toll gantry is as follows:

Manor Expressway Toll Gantry	Transponder Customer Toll (e.g., TxTAG)	Pay By Mail (Video Tolling) Customer Toll
US 183 Direct Connectors	\$0.50	\$0.67
Springdale Road Ramps	\$0.50	\$0.67

(e) Beginning on the date the entire length of the Manor Expressway is open to traffic, the toll for a passenger car (2 axles) charged at each Manor Expressway toll gantry is as follows:

Toll Gantry	Transponder Customer Toll (e.g., TxTAG)	Pay By Mail (Video Tolling) Customer Toll
US 183 Direct Connectors	\$0.53	\$0.71
Springdale Road Ramps	\$0.53	\$0.71
Giles Lane Ramps	\$0.53	\$0.71
Giles Lane Mainline	\$1.06	\$1.41
Harris Branch Parkway Ramps	\$0.53	\$0.71
Parmer Lane Mainline	\$0.53	\$0.71

(f) A vehicle with more than two axles will pay the applicable toll rate for a passenger car (2 axles) times (n-1), with "n" being the number of axles on the vehicle.

MOBILITY AUTHORITY POLICY CODE

301.003 Annual Toll Rate Escalation

(a) The following provisions are fully adopted and made a part of this subchapter and may be incorporated in any Trust Indenture or Supplemental Trust Indenture issued in conjunction with bond financing to be utilized for the financing of the construction and development of projects by the authority (defined terms in these provisions shall be in accordance with the terms and definitions set forth in the Master Trust Indenture and any applicable Supplemental Trust Indenture):

Subject in all instances to the provisions, requirements and restrictions of the Master Indenture, as amended and supplemented from time to time, beginning on October 1, 2012 and on each October 1 thereafter (the "Toll Escalation Determination Date"), a percentage increase in the Toll rates charged on all toll facilities in the Turnpike System will be determined in an amount equal to the Toll Rate Escalation Percentage. The Toll Rate Escalation Percentage, as calculated on each Toll Escalation Determination Date, shall be reported to the board each year at its October board meeting. The percentage increase in the Toll rates shall be effective on the January 1 of the next calendar year, unless at such board meeting the board affirmatively votes to modify the Toll Rate Escalation Percentage. If the board votes to modify the Toll Rate Escalation Percentage, the Toll rate increase to be effective on January 1 of the next calendar year shall be based on the modified Toll Rate Escalation Percentage.

(b) For purposes of determining the Toll Rate Escalation Percentage, the following capitalized terms shall have the meanings given below:

- (1) "Toll Rate Escalation Percentage" = shall mean a percentage amount equal to $[(CPI^t - CPI^{t-12})/CPI^{t-12}]$. In the event the Toll Rate Escalation Percentage is calculated to equal less than 0%, then the Toll Rate Escalation Percentage shall be deemed to equal 0%.
- (2) "CPI^t" = the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment ("CPI"), as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("BLS") prior to the Toll Escalation Determination Date for which such calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors' and dentists' services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average.

MOBILITY AUTHORITY POLICY CODE

- (3) "CPI^{t-12}" = the CPI published by the BLS in the month that is 12 months prior to the month used to established CPI^t.
- (4) If the CPI is discontinued or substantially altered, as determined in the sole discretion of the authority, the authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the authority reserves the right to modify its obligations under this section.

301.004 Payment of Toll Required

- (a) The operator or registered owner of a vehicle operated on an authority toll road is required to pay the toll established by this subchapter unless exempted by state law, or as authorized by the board under state law and the bond documents.
- (b) Subsection (a) does not apply to a vehicle exempt from toll payment under Section 301.005.

301.005 Exemption from Toll Payment

- (a) The operator or registered owner of a vehicle identified by this section is exempt from paying a toll required by Section 301.004:
 - (1) a vehicle with a carrying capacity of 16 or more persons that is owned by or operated on behalf of the Capital Metropolitan Transportation Authority or the Capital Area Rural Transportation System;
 - (2) a military vehicle of Texas, of another state, or of the United States allowed the free use of a toll project under Section 362.901, Transportation Code and other applicable law; or
 - (3) an authorized emergency vehicle as defined by Section 541.201, Transportation Code, exempt under subsection (a) of Section 370.177, Transportation Code and other applicable law.
- (b) The executive director shall adopt rules and establish procedures to implement a toll exemption authorized or required by state law and by this section.

Subchapter B. TOLL COLLECTIONS

301.020 Purpose

This subchapter establishes practices and procedures for collection and payment of tolls charged for use of an authority toll road.

301.021 Transponder Account

MOBILITY AUTHORITY POLICY CODE

(a) A transponder is an electronic device that records the presence of a vehicle on an authority toll road. The transponder is to establish an account that may be used to pay tolls incurred by operation of a vehicle on authority toll roads (a "transponder account").

(b) A person may establish a transponder account with any tolling entity that establishes and maintains a transponder account accepted by the authority for payment of tolls incurred on authority toll roads (e.g., a TxTag, EZ Tag, or TollTag account established, respectively, with the Texas Department of Transportation, the Harris County Toll Road Authority, or the North Texas Tollway Authority).

301.022 "Pay By Mail" Video Billing

(a) The authority offers "Pay By Mail" video billing as a payment alternative for the operator or owner of a vehicle who incurs a toll on an authority toll road and when the authority does not receive timely payment for that toll through a transponder account.

(b) The authority records an image of the license plates on each vehicle that uses an authority toll road. When the Authority does not receive payment for a toll through a transponder account under Section 301.021, the authority identifies the registered owner of the vehicle from license plate records maintained by the Texas Department of Motor Vehicles or the analogous department or agency of another state or country.

(c) The authority will send an invoice by first-class mail to the registered owner of the vehicle at the registered owner's address as maintained on file with the Texas Department of Motor Vehicles or the analogous department or agency of another state or country. The invoice will include the toll amount owed and a "Pay By Mail" processing fee of \$1.00.

(d) An invoice under this section is due and must be fully paid no later than 30 days after the date of the invoice.

301.023 Administrative Fee for Unpaid Tolls

(a) Under Section 370.177(b), Transportation Code, the registered owner of a vehicle is liable for payment of both the proper toll and an administrative fee after the authority issues a written notice of nonpayment to the registered owner under Section 101.001.

(b) A registered owner who does not timely pay the amount due under a "Pay By Mail" video toll invoice sent under Section 101.001 is required to pay an administrative fee of \$15.00. This fee is due upon issuance of the first notice of nonpayment and is in addition to the amount due for the invoice sent under Section 101.001.

(c) A registered owner who does not timely pay the amount due under a first notice of nonpayment sent under subsection (b) is required to pay an additional administrative fee of \$15.00.

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This fee is due upon issuance of the second notice of nonpayment and is in addition to the \$15.00 administrative fee charged under subsection (b), and thus requires a total payment of \$30.00 in administrative fees in addition to the amount due for the invoice sent under Section 101.001.

(d) A registered owner who does not timely pay the amount due under a second notice of nonpayment sent under subsection (c) is subject to collection and enforcement action by the authority. A registered owner referred to collection and enforcement under this subsection is required to pay an additional \$30.00 administrative fee. This fee is due upon issuance of the second notice of nonpayment and is in addition to the \$15.00 administrative fee charged under subsection (b), and thus requires a total payment of \$30.00 in administrative fees in addition to the amount due for the invoice sent under Section 101.001., for a total payment of \$60.00 in administrative fees in addition to the amount due for the invoice sent under Section 101.001.

(e) A notice to a registered owner under this section shall be sent in the same manner as an invoice under Section 301.023.

(f) An administrative fee established by this section is assessed to mitigate the additional costs incurred by the authority to collect unpaid tolls and is subject to periodic adjustments based on those costs.

301.024 Offense of Failure to Pay Toll and Administrative Fee

(a) The registered owner of a vehicle for which the proper toll was not paid who is mailed a written notice of nonpayment under Section 101.001, Section 301.023, or both, and who fails to pay the proper toll and administrative fee within the time specified by the notice of nonpayment commits an offense.

(b) Each failure to pay a toll or administrative fee under this section is a separate offense.

(c) An offense under this section is a Class C misdemeanor punishable by a fine not to exceed \$250.00.

Article 2. OPERATIONS

301.025 Additional Rules for Authority Roads

(a) This article adopts and establishes rules for the use of authority toll roads pursuant to Section 370.033(a)(12), Transportation Code. These provisions are in addition to and an enhancement of the provisions of Subtitle C, Title 7, Transportation Code (the "Statutory Rules of the Road").

(b) All laws, rules, and regulations of the State of Texas pertaining to the use of public highways and policing thereof, including but not limited to the Statutory Rules of the Road, apply to authority

MOBILITY AUTHORITY POLICY CODE

toll roads; but to the extent there is any irreconcilable conflict between a state law and a provision of this article, state law shall govern.

301.026 Speed Limits

(a) Subchapter H, Chapter 545, Transportation Code, governs speeds on highways in the State of Texas. Under Section 370.033, Transportation Code, the authority may alter a prima facie speed limit for an authority toll road by following the procedures set forth in this section.

(b) The authority will comply with the guidelines established by Texas Department of Transportation *Procedures for Establishing Speed Zones*, current edition, to conduct speed zone studies and to establish speed limits for authority toll roads, including for frontage roads operated and maintained by the authority.

(c) Maximum speeds within construction, transitional, or reduced speed zones or during any period of adverse atmospheric or weather conditions shall be in accordance with signs displayed for such speed zones. The operator of a vehicle shall obey all regulatory and speed zone signs displayed on an authority toll road.

(d) Motor vehicles shall not be driven in excess of the mechanical limits of vehicles or tires. If traffic, weather, pavement, or other conditions render the maximum allowable speed hazardous, the operator of a vehicle shall reduce the speed of the motor vehicle consistent with such conditions.

301.027 183A Turnpike Speed Limits

(a) A speed in excess of 75 miles per hour on the 183A Turnpike mainlanes is prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful.

(b) A speed in excess of 60 miles per hour on a frontage road for the 183A Turnpike north of FM 1431 is prima facie evidence that the speed is not reasonable and prudent and that the speed is unlawful.

301.028 Parking

(a) Parking or stopping a vehicle on any traffic lane, deceleration lane, acceleration lane, or on any bridge is prohibited. Parking or stopping a vehicle is permitted only on the shoulder to the right of the traffic lane. All wheels and projecting parts of the vehicle or load shall be completely clear of the traffic lane.

(b) During the period beginning 30 minutes after sunset and ending 30 minutes before sunrise, or at any other time when insufficient light or unfavorable atmospheric or weather conditions require, a parked vehicle shall display illuminated parking and tail lights, or lighted flares to indicate its location.

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(c) Unnecessary parking or parking of a vehicle for a period of time in excess of 24 hours is prohibited. The operator or owner of a disabled vehicle shall arrange for its prompt removal from authority operated toll roads.

(d) For an offense under this section, it is presumed that the registered owner of the vehicle is the person who parked the vehicle at the time and place an offense under this section occurs.

301.029 Median Strip

Crossing, driving, parking or stopping on the median strip of an authority toll road is prohibited, except as necessary for official maintenance, operational, or emergency uses. The median strip is the area between the dual or triple traffic lanes for the purpose of separating traffic.

301.030 No U-Turn

Except as specifically provided for at a standard turnaround, an operator of a vehicle shall not make a U-Turn at any location on an authority toll road.

301.031 Pedestrians

Pedestrians are not permitted on the mainlane roadways, access ramps, or any interchange of authority toll roads. Solicitation of rides or "hitchhiking", panhandling, passing of handbills, displaying signs, or attempting to sell merchandise is prohibited on authority operated toll roads. Loitering in or about Toll Plazas or upon any Turnpike property is prohibited.

301.032 Prohibited Modes of Transportation

(a) No person shall operate any of the following on the mainlane roadway or an access ramp of an authority toll road:

- (1) a bicycle or tricycle, with or without a motor, or a motor driven cycle, including a motor scooter; or
- (2) a farm implement.

(b) No person shall operate any of the following on any roadway or access ramp operated by the authority:

- (1) an animal-drawn vehicle;
- (2) an animal that is led, ridden, or driven;
- (3) a vehicle loaded with animals or poultry not properly confined;
- (4) a vehicle with a flat pneumatic tire;

MOBILITY AUTHORITY POLICY CODE

- (5) a vehicle in the charge of an intoxicated or otherwise incapacitated operator;
- (6) a vehicle with an improperly secured load which may shift or litter the highway;
- (7) a vehicle with metal tires or which have solid tires worn to metal;
- (8) a roller, grader, power shovel, or other type of construction equipment, either self-propelled or in tow of another vehicle, unless the equipment is either:
 - (A) truck mounted, and the truck is operated at a minimum speed of 45 miles per hour while traveling on the mainlane roadway of an authority toll road, weather and road conditions permitting; or
 - (B) owned or controlled by the authority or by a contractor in connection with the performance of work authorized by the authority;
- (9) a vehicle exceeding the maximum weight allowed on State highways under the motor vehicle laws of the State of Texas in effect from time to time;
- (10) a vehicle (including any load thereon) that exceeds the following maximum dimension:
 - (A) 13 feet, 6 inches in height; or
 - (B) 8 feet, 6 inches in width; or
 - (C) without an over-length permit, the maximum allowable length permitted on an Interstate highway and other controlled access roadways in Texas pursuant to the motor vehicle laws of the State of Texas in effect from time to time; or
- (11) a disabled vehicle in tow by a tow-rope or chain.

301.033 Evasion of Fare

Entering or leaving an authority toll road or any part of its right-of-way except through a regular traffic lane, or committing any act with intent to defraud or evade payment of a required toll is prohibited.

301.034 Trees, Shrubs and Plants

Culling, mutilating or removing trees, shrubs, or plants located within an authority toll road right-of-way is prohibited.

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301.035 Penalties

(a) Any violation of a provision of this article is an offense as defined in the Statutory Rules of the Road and shall be subject to prosecution and the penalties as set forth in the Statutory Rules of the Road.

(b) If a penalty for a violation of this article is not otherwise established by the Statutory Rules of the Road, a violation of a provision of this article is a Class C misdemeanor offense punishable by a fine not to exceed \$250.00.

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

RESOLUTION NO. 12-086

ACCEPT THE FINANCIAL REPORTS FOR OCTOBER, 2012.

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October 2012, and has caused Financial Reports to be prepared and attached to this resolution as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Reports for October, 2012, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-086
Date Passed: 12/5/2012

Attachment A

Financial Report for October 2012

**Central Texas Regional Mobility Authority
Balance Sheet**

As of

October 31, 2012

October 31, 2011

Assets

Current Assets

Cash in Regions Operating Account	367,522		649,082	
Cash In TexSTAR	74,492		41,811	
Regions Payroll Account	88,728		148,549	
Restricted cash/cash equivalents				
Fidelity Government MMA	54,924,681		17,317,063	
Restricted Cash-TexStar	53,088,740		68,478,577	
Regions SIB account	0		0	
Overpayment accounts	35,063		22,282	
Total Cash and Cash Equivalents		108,579,227	86,657,363	
Accounts Receivable	120,524		32,656	
Due From Employees	33		0	
Due From TTA	412,006		364,039	
Due From NTTA	55,219		37,286	
Due From HCTRA	159,620		55,887	
Due From TxDOT	8,516,415		218,521	
Due From Federal Government	617,955		617,954	
Interest Receivable	397,723		472,562	
Total Receivables		10,279,494	1,798,905	
Short Term Investments				
Treasuries	4,549,017		4,549,017	

Short Term Investments		151,223,456		16,777,794
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Other Current Assets

Prepaid Insurance		53,188		52,143
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Total Current Assets		270,135,365		105,287,860
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Construction Work In Process		279,219,564		253,540,724
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Fixed Assets

Computers(net)	27,758		28,789	
Computer Software(net)	37,694		879,692	
Furniture and Fixtures(net)	11,374		16,722	
Equipment(net)	33,339		40,793	
Autos and Trucks(net)	18,970		25,869	
Buildings and Toll Facilities(net)	6,119,612		6,285,278	
Highways and Bridges(net)	278,025,000		176,063,786	
Communication Equipment(net)	887,836		1,078,657	
Toll Equipment(net)	9,422,830		2,391,427	
Signs(net)	6,029,693		5,044,670	
Land Improvements(net)	3,360,939		1,156,420	
Right of Way	24,800,630		24,683,553	
Leasehold Improvements	53,851		63,896	
Total Fixed Assets		328,829,525	217,759,552	

Long Term Investments

GIC (Restricted)	0		231,209,312	
Agencies-LT	18,145,913		44,308,040	

Other Assets

Security Deposits	8,644		8,644	
Intangible Assets	650		650	
Total Bond Issuance Costs	14,883,688		15,591,393	

Total Assets		911,223,348		867,706,174
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Liabilities

Current Liabilities

Accounts Payable	261,421	656,870
Overpayments	36,056	22,985
Interest Payable	14,426,541	15,011,060
TCDRS Payable	33,243	29,716
Medical Reimbursement Payable	63	0
Due to other Entities	0	19,669
FICA Payable	0	0
Other	17,178	17,178
Due to State of Texas	0	2,140
Total Current Liabilities	14,774,503	15,759,618

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	189,089	413,815
Retainage Payable	0	1,655
Senior Lien Revenue Bonds 2005	172,628,655	172,698,781
Senior Lien Revenue Bonds 2010	102,494,552	98,022,532
Senior Lien Revenue Bonds 2011	306,794,360	306,141,662
Sn Lien Rev Bnd Prem/Disc 2005	4,591,930	4,734,071
Sn Lien Rev Bnd Prem/Disc 2010	156,713	192,155
Tot Sr Lien Rev Bond Pay Pre/D	919,771	887,979
Subordinated Lien Bond 2010	45,000,000	45,000,000
Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Lien Bond 2011 Prem/Disc	(2,042,159)	(2,140,140)
TIFIA note 2008	77,656,077	77,626,562
2011 Regions Draw Down Note	700,000	0
Total Long Term Liabilities	774,340,346	768,652,847
Total Liabilities	789,114,848	784,412,465

Net Assets Section

Contributed Capital	18,334,846	18,334,846
Net Assets beginning	86,019,147	61,913,602
Current Year Operations	17,754,508	3,045,261
Total Net Assets	103,773,654	64,958,863

Total Liabilities and Net Assets

911,223,348

867,706,174

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 10/31/2012	Percent of Budget	Actual Prior Year to Date 10/31/2011
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	23,891,717	6,920,282	28.97%	5,225,122
Toll Revenue-HCTRA-183A	756,067	324,183	42.88%	233,472
Toll Revenue-NTTA-183A	453,640	207,578	45.76%	146,257
Video Tolls	3,629,122	1,503,800	41.44%	1,085,535
Fee revenue	1,512,134	597,240	39.50%	391,707
Total Operating Revenue	30,242,680	9,553,082	31.59%	7,082,092
Other Revenue				
Interest Income	180,000	84,369	46.87%	70,705
Grant Revenue	1,236,000	20,499,528	1659%	4,043,688
Reimbursed Expenditures	-	34,774		-
Misc Revenue	2,500	44,585	1783%	836,218
Gain/Loss on Sale of Asset	-	-	0.00%	12,342
Unrealized Loss	-	42,708		-
Total Other Revenue	1,418,500	20,705,964	1460%	4,962,954
Total Revenue	\$ 31,661,180	\$ 30,259,045	95.57%	\$ 12,045,047
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,115,939	575,721	27.21%	526,075
Part Time Salry Expense	12,000	-	0.00%	7,858
Overtime Salary Expense	3,000	-	0.00%	-
Contractual Employees Expense	5,000	1,202	24.03%	5,550
TCDRS	307,536	80,961	26.33%	74,672
FICA	96,433	21,140	21.92%	20,484
FICA MED	30,899	8,296	26.85%	7,525
Health Insurance Expense	186,370	60,519	32.47%	50,346
Life Insurance Expense	5,684	3,673	64.62%	1,406
Auto Allowance Expense	10,200	-	0.00%	2,762
Other Benefits	185,610	27,758	14.95%	24,819
Unemployment Taxes	12,960	-	0.00%	58
Salary Reserve	50,000	-	0.00%	-
Total Salaries and Wages	3,021,631	779,270	25.79%	721,554

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 10/31/2012	Percent of Budget	Actual Prior Year to Date 10/31/2011
Contractual Services				
<u>Professional Services</u>				
Accounting	12,000	2,485	20.71%	10,576
Auditing	65,000	44,990	69.22%	37,745
General Engineering Consultant	1,250,000	108,863	8.71%	202,512
General System Consultant	175,000	4,384	2.51%	26,284
Image Processing	780,000	277,500	35.58%	290,239
Facility maintenance	41,954	2,832	6.75%	4,186
HERO	1,629,000	331,951	20.38%	188,791
Human Resources	25,000	214	0.86%	3,042
Legal	270,000	92,003	34.08%	2,850
Photography	15,000	-	0.00%	11,850
Total Professional Services	4,262,954	865,223	20.30%	778,075
<u>Other Contractual Services</u>				
IT Services	65,000	8,730	13.43%	18,198
Graphic Design Services	10,000	-	0.00%	400
Website Maintenance	35,000	1,147	3.28%	1,196
Research Services	50,000	3,100	6.20%	3,100
Copy Machine	10,000	1,124	11.24%	1,722
Software Licenses	17,200	7,387	42.95%	734
ETC Maintenance Contract	1,029,900	137,773	13.38%	138,923
ETC Development	125,000	-	0.00%	-
ETC Testing	30,000	-	0.00%	16,620
Communications and Marketing	140,000	17,784	12.70%	-
Advertising Expense	60,000	14,260	23.77%	1,250
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	-	0.00%	1,946
Radio	10,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	57,381	22.95%	-
Special assignments	5,000	-	0.00%	-
Traffic Management	-	14,417		20,814
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	114	18.94%	-
Roadway Maintenance Contract	640,000	35,088	5.48%	48,396

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 10/31/2012	Percent of Budget	Actual Prior Year to Date 10/31/2011
Landscape Maintenance	280,000	52,775	18.85%	44,304
Signal & Illumination Maint	-	14,164		14,314
Mowing and litter control	-	8,840		34,802
Striping	-	-	0.00%	16,600
Graffiti removal	-	225		-
Cell Phones	9,700	1,883	19.41%	2,286
Local Telephone Service	18,000	4,721	26.23%	3,191
Internet	4,500	-	0.00%	172
Fiber Optic System	63,000	9,122	14.48%	9,628
Other Communication Expenses	11,500	50	0.44%	47
Subscriptions	1,850	53	2.89%	-
Memberships	33,959	2,473	7.28%	3,045
Continuing Education	7,300	1,485	20.34%	472
Professional Development	14,000	-	0.00%	3,000
Seminars and Conferences	33,000	12,349	37.42%	2,505
Staff-Travel	76,000	39,022	51.34%	13,026
Other Contractual Svcs	200	-	0.00%	177
TxTag Collection Fees	1,434,788	342,430	23.87%	334,943
Contractual Contingencies	250,500	649	0.26%	3,309
Total Other Contractual Services	4,738,497	788,546	16.64%	739,118
Total Contractual Services	9,001,451	1,653,769	18.37%	1,517,193
Materials and Supplies				
Books & Publications	12,500	3,225	25.80%	-
Office Supplies	11,000	759	6.90%	1,012
Computer Supplies	12,500	3,570	28.56%	1,212
Copy Supplies	2,200	332	15.08%	18
Annual Report printing	7,000	-	0.00%	-
Other Reports-Printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	2,500	-	0.00%	-
Maintenance Supplies-Roadway	9,175	-	0.00%	-
Promotional Items	10,000	-	0.00%	-
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 10/31/2012	Percent of Budget	Actual Prior Year to Date 10/31/2011
Tools & Equipment Expense	1,000	-	0.00%	6
Misc Materials & Supplies	3,000	-	0.00%	133
Total Materials and Supplies	120,875	7,886	6.52%	2,380
Operating Expenses				
Gasoline Expense	5,000	1,780	35.60%	1,049
Mileage Reimbursement	5,950	1,303	21.91%	1,007
Toll Tag Expense	3,120	1,144	36.65%	690
Parking	41,175	12,727	30.91%	13,864
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	9,800	3,548	36.20%	938
Public Notices	2,200	-	0.00%	-
Postage Expense	5,650	138	2.44%	14
Overnight Delivery Services	1,600	108	6.74%	106
Local Delivery Services	1,250	12	0.96%	6
Insurance Expense	90,000	20,849	23.17%	28,968
Repair & Maintenance-General	500	403	80.65%	-
Repair & Maintenance-Vehicles	500	109	21.77%	325
Repair & Maintenance Toll Equip	5,000	400	8.01%	-
Rent Expense	250,000	71,657	28.66%	67,632
Water	7,500	2,383	31.77%	1,378
Electricity	178,500	21,728	12.17%	13,832
Other Licenses	640	398	62.11%	40
Community Initiative Grants	65,000	10,000	15.38%	-
Non Cash Operating Expenses				
Amortization Expense	76,000	133,235	175.31%	409,872
Dep Exp- Furniture & Fixtures	9,000	535	5.94%	3,123
Dep Expense - Equipment	26,400	5,630	21.33%	4,793
Dep Expense - Autos & Trucks	7,000	2,299	32.85%	1,725
Dep Expense-Buildng & Toll Fac	177,000	58,853	33.25%	58,853
Dep Expense-Highways & Bridges	8,000,000	1,878,968	23.49%	1,655,736
Dep Expense-Communic Equip	195,000	63,607	32.62%	63,619
Dep Expense-Toll Equipment	965,000	216,895	22.48%	153,927
Dep Expense - Signs	135,000	46,803	34.67%	44,423

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2013	Actual Year to Date 10/31/2012	Percent of Budget	Actual Prior Year to Date 10/31/2011
Dep Expense-Land Improvemts	67,000	31,434	46.92%	21,935
Depreciation Expense-Computers	10,000	3,891	38.91%	3,303
Total Operating Expenses	10,346,035	2,590,836	25.04%	2,551,156
Financing Expenses				
Arbitrage Rebate Calculation	6,000	5,605	93.42%	-
Loan Fee Expense	12,500	-	0.00%	-
Rating Agency Expense	35,000	11,000	31.43%	5,300
Trustee Fees	6,000	-	0.00%	-
Bank Fee Expense	8,000	2,010	25.12%	13,058
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	20,318,015	7,309,038	35.97%	4,009,983
Contingency	15,000	-	0.00%	-
<u>Non Cash Financing Expenses</u>				
Bond issuance expense	300,000	145,123	48.37%	168,753
Total Financing Expenses	20,704,515	7,472,777	36.09%	4,197,094
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 43,194,507	\$ 12,504,538	28.95%	\$ 8,989,377
Net Income	\$ (11,533,327)	\$ 17,754,508		\$ 3,055,670

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2013
as of October 31, 2012

Cash flows from operating activities:

Receipts from Department of Transportation	\$ 13,815,518
Receipts from toll fees	9,626,215
Receipts from other fees	-
Receipts from interest income	788,910
Receipts from other sources	47,084
Payments to vendors	(2,631,076)
Payments to employees and benefits	(701,895)
Net cash flows used in operating activities	<u>20,944,755</u>

Cash flows from capital and related financing activities:

Payments on interest	(21,087,533)
Payment on Bonds	-
Acquisitions of property and equipment	(3,875)
Acquisitions of construction in progress	(45,475,658)
Proceeds from Draw Down Note	300,000
Net cash flows used in capital and related financing activities	<u>(66,267,066)</u>

Cash flows from investing activities:

Purchase of investments	(3,000,000)
Proceeds from sale or maturity of investments	56,220,628
Net cash flows provided by investing activities	<u>53,220,628</u>

Net increase in cash and cash equivalents	7,898,316
Cash and cash equivalents at beginning of July 2012	100,680,911
Cash and cash equivalents at end of October 2012	<u>\$ 108,579,227</u>

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

Change in net assets	\$ 17,754,508
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	2,442,150
Nonoperating interest	7,307,395
Bond Issuance Expense	145,123
Changes in assets and liabilities:	
(Increase)/Decrease in accounts receivable	(6,479,988)
(Increase)/Decrease in prepaid expenses and other assets	(37,265)
(Increase)/Decrease in interest receivable	743,788
Increase/(Decrease) in deferred revenue (audit adjustments)	(77,482)
Increase/(Decrease) in other payable	(109,036)
Increase/(Decrease) in accounts payable	(744,439)
Total adjustments	<u>3,190,247</u>
Net cash flows provided by operating activities	<u>\$ 20,944,755</u>

INVESTMENTS by FUND

		Balance October 31, 2012	
Renewal & Replacement Fund			TexSTAR 53,163,232.85
TexSTAR	660,683.55		CD's 3,000,000.00
Regions Sweep	0.66		Regions Sweep 54,924,681.20
Agencies		660,684.21	Agencies 166,361,260.38
TxDOT Grant Fund			
TexSTAR	5,421,430.23		
Regions Sweep	37,525.99		
CD's	3,000,000.00		
Agencies	1,000,000.00	9,458,956.22	\$ 277,449,174.43
Subordinate Lien DS Fund 05			
Regions Sweep	1,346,190.04	1,346,190.04	
Debt Service Reserve Fund 05			
TexSTAR	30,765,235.21		
Regions Sweep	93,504.06		
Agencies	12,206,466.40	43,065,205.67	
Debt Service Fund 05			
Regions Sweep	4,724,125.87	4,724,125.87	
2010 Senior Lien DSF			
Regions Sweep	5,610.06		
TexSTAR	0.15	5,610.21	
2010-1 Debt Service Fund			
Regions Sweep	1,446,797.26	1,446,797.26	
2010-2 Debt Service Fund			
Regions Sweep	325,922.86	325,922.86	
Agencies			
2011 Debt Service Acct			
Regions Sweep	0.33	0.33	
2011 Sub Debt DSRF			
Regions Sweep	3,510,565.37		
Agencies	3,500,592.08	7,011,157.45	
Operating Fund			
TexSTAR	74,492.36		
TexSTAR-Trustee	1,100,826.58		
Regions Sweep	1.64	1,175,320.58	
Revenue Fund			
TexSTAR	1.00		
Regions Sweep	1,294,603.27	1,294,604.27	
General Fund			
TexSTAR	53.78		
Regions Sweep	7,655,881.93	7,655,935.71	
2010 Senior Lien Capitalized Interest			
Regions Sweep	531.77		
TexSTAR	1,705,056.68	1,705,588.45	
2010-1 Sub Lien Capitalized Interest			
Regions Sweep	0.00		
TexSTAR	0.00		
2010-2 Sub Lien Capitalized Interest			
TexSTAR	46,002.96		
Regions Sweep	0.01	46,002.97	
2011 Sr Capitalized Interest Fund			
Regions Sweep	36,877.00		
Agencies	26,635,246.27	26,672,123.27	
2011 Sub Capitalized Interest Fund			
Regions Sweep	203.58		
Agencies	7,036,404.20	7,036,607.78	
2010-1 Sub BABs subsidy			
Regions Sweep	79.04	79.04	
2010-2 Sub BABs subsidy			
Regions Sweep	20.55	20.55	
2010 Senior Lien Debt Service Reserve Fund			
TexSTAR	5,557,429.04		
Regions Sweep	43,893.23		
Agencies	3,924,828.38	9,526,150.65	
2010-2 Sub Lien Debt Service Reserve Fund			
TexSTAR	779,098.96		
Regions Sweep	202,501.10		
Agencies	190,000.00	1,171,600.06	
2010-1 Sub Lien Debt Service Reserve Fund			
TexSTAR	1,964,987.49		
Regions Sweep	9,000.43		
Agencies	2,008,233.33	3,982,221.25	
2010-1 Sub Lien Projects Fund			
TexSTAR	921,820.91		
Regions Sweep	0.00	921,820.91	
2010 Senior Lien Construction Fund			
TexSTAR	1.19		
Regions Sweep	4,091,602.18	4,091,603.37	
2011 Sub Debt Project fund			
TexSTAR	4,165,993.10		
Agencies	43,319,497.22		
Regions Sweep	443,752.90	47,929,243.22	
2011 Senior Lien Project Fund			
TexSTAR	119.66		
Regions Sweep	29,655,490.07		
Agencies	66,539,992.50	96,195,602.23	
		\$ 277,449,174.43	

CTRMA INVESTMENT REPORT

	Month Ending 10/31/12					Rate Oct 12
	Balance 9/30/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
2011 Sub Lien Construction Fund	4,165,375.59			617.51		4,165,993.10
2011 Senior Lien Construction Fund	119.66					119.66
2010 Senior Lien Construction Fund	1.19			138.46	94,401.01	1.19
2010-1 Sub Lien Projects General Fund	1,016,083.46			183.75		921,820.91
Trustee Operating Fund	53.78			97.94		53.78
Renewal and Replacement	1,200,642.83	1,000,000.00		803.59	1,100,000.00	1,100,826.58
TxDOT Grant Fund	660,585.61					660,683.55
Revenue Fund	5,420,626.64			4,560.19		5,421,430.23
Senior Lien Debt Service Reserve Fund	1.00					1.00
2010 Senior Lien DSF	30,760,675.02			823.77		30,765,235.21
2010 Senior Lien Debt Service Reserve Fund	0.15			115.48		0.15
2010-2Sub Lien Debt Service Reserve Fund	5,556,605.27			291.26		5,557,429.04
2010-1Sub Lien Debt Service Reserve Fund	778,983.48			252.75		779,098.96
2010 Senior Lien Capitalized Interest	1,964,696.23			6.80		1,964,987.49
2010-2 Sub Lien Capitalized Interest	1,704,803.93					1,705,056.68
	45,996.16					46,002.96
Amount in TexStar Operating Fund						
	53,275,250.00	1,000,000.00	0.00	7,891.50	1,194,401.01	53,088,740.49
	24,482.71	1,100,000.00		9.65	1,050,000.00	74,492.36

Amount in Trustee TexStar
 2011 Sub Lien Construction Fund
 2011 Senior Lien Construction Fund
 2010 Senior Lien Construction Fund
 2010-1 Sub Lien Projects
 General Fund
 Trustee Operating Fund
 Renewal and Replacement
 TxDOT Grant Fund
 Revenue Fund
 Senior Lien Debt Service Reserve Fund
 2010 Senior Lien DSF
 2010 Senior Lien Debt Service Reserve Fund
 2010-2Sub Lien Debt Service Reserve Fund
 2010-1Sub Lien Debt Service Reserve Fund
 2010 Senior Lien Capitalized Interest
 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

CTRMA INVESTMENT REPORT

	Month Ending 10/31/12					Rate
	Balance 9/30/2012	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Regions Sweep Money Market Fund						
Operating Fund	0.00	1,000,000.00		1.64	1,000,000.00	1.64
2010-1 Sub Lien Project Acct	0.00	94,401.01			94,401.01	0.00
2010 Senior Lien Project Acct	4,103,399.23	7,682.23		501.60	19,980.88	4,091,602.18
2011 Sub Lien Project Acct	443,750.98			1.92		443,752.90
2011 Senior Lien Project Acct	18,538,683.20	24,200,000.00		46,338.11	13,129,531.24	29,655,490.07
2011 Sr Financial Assistance Fund	0.00	4,200,000.00		420.05	4,200,000.00	0.00
2005 Debt Service Fund	3,883,309.99	840,395.83				4,724,125.87
2010 Senior DSF	4,207.53	1,402.50		0.03		5,610.06
2011 Senior Lien Debt Service Acct	0.33					0.33
2010-1 Debt Service Fund	1,107,621.89	339,062.50		112.87		1,446,797.26
Subordinate Lien TIFIA DS Fund	1,028,421.10	317,664.34		104.60		1,346,190.04
2010-2 BABs Supplemental Security	20.55					20.55
2010-2 Debt Service Fund	244,441.59	81,479.64		1.63		325,922.86
2010-2 Cap I Fund	0.01					0.01
2010 CAP Interest Senior lien	531.70			0.07		531.77
2011 Sr Cap I Fund	36,872.45			4.55		36,877.00
2011 Sub Debt CAP I	203.55			0.03		203.58
2010-1 Sub lien BABs supplemental Security	79.03			0.01		79.04
TxDOT Grant Fund	35,646.60			1,879.39		37,525.99
Renewal and Replacement	0.66					0.66
Revenue Fund	1,226,884.60	2,721,028.08		176.19	2,653,485.60	1,294,603.27
General Fund	4,344,443.74	4,131,092.78		557.14	820,211.73	7,655,881.93
2010 Senior Debt Service Reserve Fund	43,889.26			3.97		43,893.23
2010-1 Debt Service Reserve Fund	9,000.36			0.07		9,000.43
2010-2 Debt Service Reserve Fund	202,499.44			1.66		202,501.10
2011 Sub Debt Debt Service Reserve Fund	3,510,132.62			432.75		3,510,565.37
2005 Senior Lien Debt Service Reserve Fund	93,493.95			10.11		93,504.06
	38,857,534.36	37,934,208.91	0.00	50,548.39	21,917,610.46	54,924,681.20

Amount in Fed Agencies and Treasuries

Amortized Principal	186,496,681.96	(135,421.59)	20,000,000.00	166,361,260.37
Accrued Interest	186,496,681.96	0.00	191,547.69	166,361,260.37

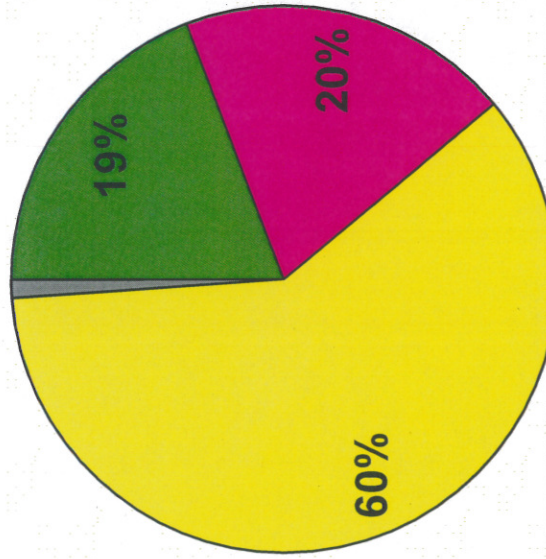
CTRMA INVESTMENT REPORT

	Balance 9/30/2012	Month Ending 10/31/12				Balance 10/31/2012	Rate Oct 12
		Additions	Discount Amortization	Accrued Interest	Withdrawals		
Certificates of Deposit	0.00	3,000,000.00			0.00	3,000,000.00	
Total in Pools	53,299,732.71	2,100,000.00		7,901.15	2,244,401.01	53,163,232.85	
Total in Money Market	38,857,534.36	37,934,208.91		50,548.39	21,917,610.46	54,924,681.20	
Total in Fed Agencies	186,496,681.96	0.00	(135,421.59)		20,000,000.00	166,361,260.37	
Total Invested	278,653,949.03	43,034,208.91	(135,421.59)	58,449.54	44,162,011.47	277,449,174.42	

William Chapman, CFO

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

Allocation of Funds



■ Total in Money Market

■ Total in CD's

■ Total in Pools

■ Total in Fed Agencies

Amount of investments As of October 31, 2012

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	190,957.60	1.4570%	11/23/2010	5/15/2013	2010-2 DSRF
Freddie Mac	3134G2U42	1,000,000.00	1,000,000.00	1,001,380.00	0.3750%	3/15/2012	10/15/2013	TxDOT Grant Fund
Fannie Mae	31398A6F4	2,319,702.34	2,315,522.47	2,316,041.75	0.2391%	6/29/2011	12/28/2012	2011 Sub Debt CAP I
Federal Home loan Bank	3137EABM0	2,473,720.78	2,370,573.63	2,373,913.92	0.3930%	6/29/2011	6/28/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,350,308.10	2,341,804.90	0.6300%	6/29/2011	11/15/2013	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,896,818.25	8,869,511.70	0.7190%	6/29/2011	11/15/2013	2011 Sr Debt CAP I
Fannie Mae	3137EABM0	9,351,457.81	8,971,819.26	8,989,957.76	0.4830%	6/29/2011	6/28/2013	2011 Sr Debt CAP I
Fannie Mae	31398A6F4	8,771,478.75	8,766,608.76	8,769,944.70	0.3331%	6/29/2011	12/28/2012	2011 Sr Debt CAP I
Fannie Mae	3135G0GU1	7,002,030.00	7,001,184.17	7,002,870.00	0.4704%	1/3/2012	12/27/2013	2011 Sr DSRF
Fannie Mae	3135G0GU1	3,501,015.00	3,500,592.08	3,501,435.00	0.4704%	1/3/2012	12/27/2013	2011 Sub DSRF
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	1,350,899.50	1,361,406.35	0.2300%	2/9/2012	6/1/2013	2011 SR DSRF
Fannie Mae	31398A3L4	3,883,198.70	3,854,382.73	3,857,690.90	0.2605%	2/7/2012	9/17/2013	2005 Sr DSRF
Fannie Mae	31398A3L4	3,954,171.00	3,924,828.38	3,928,197.00	0.2605%	2/7/2012	9/17/2013	2010 Sr DSRF
Fannie Mae	3135G0GH0	2,011,400.00	2,008,233.33	2,001,420.00	0.2104%	2/6/2012	12/5/2014	2010-1 DSRF
Federal Home Loan Bank	3133XR88	7,370,650.00	7,226,508.33	7,225,050.00	0.2990%	3/30/2012	9/6/2013	2011 Sr Project
Federal Home Loan Bank	313376M85	24,999,500.00	24,999,916.67	25,000,750.00	0.1830%	3/30/2012	12/28/2012	2011 Sr Project
Federal Home Loan Bank	313378U41	12,009,480.00	12,006,320.00	12,015,360.00	0.2970%	3/30/2012	9/30/2013	2011 Sr Project
Freddie Mac	3134G3BF6	12,054,960.00	12,032,060.00	12,048,240.00	0.3592%	3/30/2012	12/23/2013	2011 Sr Project
Federal Home Loan Bank	313376SP6	Matured	Matured	Matured	0.1535%	3/30/2012	10/26/2012	2011 Sr Project
Federal Home Loan Bank	313376KS3	25,047,750.00	25,021,222.22	25,022,250.00	0.2440%	3/30/2012	6/21/2013	2011 Sub Project
Fannie Mae	31359MRG0	18,715,860.00	18,298,275.00	18,282,240.00	0.1950%	3/30/2012	3/15/2013	2011 Sub Project
Federal Home Loan Bank	3133XWKV0	10,388,500.00	10,275,187.50	10,286,300.00	0.3791%	3/30/2012	3/14/2014	2011 Sr Project
		167,563,309.44	166,361,260.38	166,386,721.58				

Agency	CUSIP #	COST	Cumulative Amortization	10/31/2012 Book Value	Maturity Value	October 31, 2012	
						Accrued Interest	Interest Earned
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69	230.69
Freddie Mac	3134G2U42	1,000,000.00	-	1,000,000.00	1,000,000.00	312.50	312.50
Fannie Mae	31398A6F4	2,319,702.34	4,179.87	2,315,522.47	2,315,000.00	723.44	462.20
Federal Home loan Bank	3137EABM0	2,473,720.78	103,147.15	2,370,573.63	2,319,000.00	(261.24)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	23,383.80	2,350,308.10	2,362,000.00	(6,446.70)	1,461.49
Federal Home loan Bank	3134A4UL6	8,794,454.76	102,363.49	8,896,818.25	8,946,000.00	6,397.69	3,716.34
Fannie Mae	3137EABM0	9,351,457.81	379,638.55	8,971,819.26	8,782,000.00	(23,727.41)	2,435.00
Fannie Mae	31398A6F4	8,771,478.75	4,869.99	8,766,608.76	8,766,000.00	(304.38)	2,832.09
Fannie Mae	3135G0GU1	7,002,030.00	845.83	7,001,184.17	7,000,000.00	(94.58)	1,416.04
Fannie Mae	3135G0GU1	3,501,015.00	422.92	3,500,592.08	3,500,000.00	(42.29)	350.67
Davis Cnty Utah Sch Dist	239019UK6	1,397,056.00	46,156.50	1,350,899.50	1,315,000.00	(5,128.50)	1,374.02
Fannie Mae	31398A3L4	3,883,198.70	28,815.97	3,854,382.73	3,830,000.00	(2,216.61)	1,399.12
Fannie Mae	31398A3L4	3,954,171.00	29,342.62	3,924,828.38	3,900,000.00	(2,257.13)	1,183.38
Fannie Mae	3135G0GH0	2,011,400.00	3,166.67	2,008,233.33	2,000,000.00	(316.62)	2,741.63
Federal Home Loan Bank	3133XR88	7,370,650.00	144,141.67	7,226,508.33	7,000,000.00	(20,591.70)	3,791.67
Federal Home Loan Bank	313376M85	24,999,500.00	(416.67)	24,999,916.67	25,000,000.00	41.67	3,791.67

Federal Home Loan Bank	313378U41	12,009,480.00	3,160.00	12,006,320.00	12,000,000.00	3,500.00	(526.67)	2,973.33
Freddie Mac	3134G3BF6	12,054,960.00	22,900.00	12,032,060.00	12,000,000.00	6,250.00	(2,290.00)	3,960.00
Federal Home Loan Bank	3133765P6	Matured	Matured	Matured	20,000,000.00	3,666.67	(633.33)	3,033.34
Federal Home Loan Bank	313376KS3	25,047,750.00	26,527.78	25,021,222.22	25,000,000.00	8,333.33	(2,652.78)	5,680.55
Fannie Mae	31359MRG0	18,715,860.00	417,585.00	18,298,275.00	18,000,000.00	65,625.00	(59,655.00)	5,970.00
Federal Home Loan Bank	3133XWKV0	10,388,500.00	113,312.50	10,275,187.50	10,000,000.00	19,791.67	(16,187.50)	3,604.17
		167,563,309.44	1,453,543.64	166,361,260.38	185,225,000.00	191,547.69	(135,421.59)	56,126.10

October 31, 2012 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to		Matures	October 31, 2012		FUND
			Maturity	0.35%		8/27/2012	2/27/2014	
Compass Bank	CD9932129	3,000,000			2/27/2014	\$	115.07	TxDOT Grant Fund
		<u>3,000,000</u>				\$	<u>115.07</u>	



Monthly Newsletter - October 2012

Performance

As of October 31, 2012

Current Invested Balance	\$4,755,942,789.56
Weighted Average Maturity (1)	46 Days
Weighted Average Maturity (2)	60 Days
Net Asset Value	1.000094
Total Number of Participants	763
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$910,161.61
Management Fee Collected	\$202,251.55
% of Portfolio Invested Beyond 1 Year	2.10%
Standard & Poor's Current Rating	AAAm

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

October Averages

Average Invested Balance	\$4,775,817,650.65
Average Monthly Yield, on a simple basis	0.1746%
Average Weighted Average Maturity (1)*	45 Days
Average Weighted Average Maturity (2)*	60 Days

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

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

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

New Participants

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

★ Bowie County ★ Harris County ESD No. 9 ★ Kerrville Economic Development Corp ★ City of Mansfield

Holiday Reminder

In observance of the Veterans Day holiday, **TexSTAR will be closed Monday, November 12, 2012.** All ACH transactions initiated on Friday, November 9th will settle on Tuesday, November 13th. In addition, in observance of the Thanksgiving Day holiday, **TexSTAR will be closed Thursday, November 22, 2012.** All ACH transactions initiated on Wednesday, November 21st will settle on Friday, November 23rd. Notification of any early transaction deadlines on the day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

Economic growth continued its slow and steady pace of improvement over the month. The unemployment rate increased slightly but measures of consumer confidence and consumer spending improved over the month. Retail sales rose in September and sales of Apple's iPhone 5 had a significant impact. Nevertheless, even excluding electronics and online sales, growth in spending was strong. Because consumer spending increased faster than income, the savings rate declined from 3.7% to 3.3%, its lowest level since late 2011. Aside from corporate earnings disappointment, market sentiment was heavily influenced by the forthcoming US election and looming fiscal cliff, the developments in Europe, and Chinese growth. U.S. quarterly earnings results were poorly received, with slowing global demand blamed for weaker results. Of even greater concern was negative revenue growth, which has not been seen since 2009. Many companies also revised down earnings for the year citing economic uncertainty.

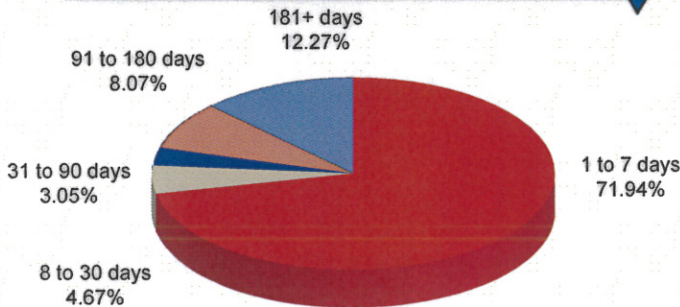
Recent strength in labor markets and consumer confidence are likely to drive growth during the fourth quarter. However, whether these trends can continue will be dependent on several factors. It is unlikely that consumers can continue to reduce savings further to sustain spending. Gasoline prices have also been a challenge to growth recently. The effects of Hurricane Sandy are too recent to be incorporated into consumer confidence measures, but are likely to impede growth in the near-term while benefiting in the future as reconstruction commences. That being said, anemic wage increases and the Fed's recent bias to increase accommodative policy suggest the Fed will continue asset purchases longer than current market expectations. Perhaps most important are the upcoming elections and the implications they will have on fiscal spending. The November's presidential election will not resolve the fiscal cliff, but will certainly be key in determining its impact. In the near term, the prevailing uncertainty will keep markets on edge and may continue depressing business spending as well as preventing significant acceleration in GDP growth. Expectations are for Congress to turn the cliff into more of a fiscal speed bump, though such a favorable outcome is far from guaranteed.

This information is an excerpt from an economic report dated October 2012 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

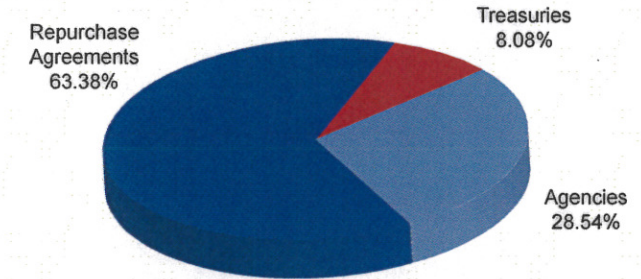
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

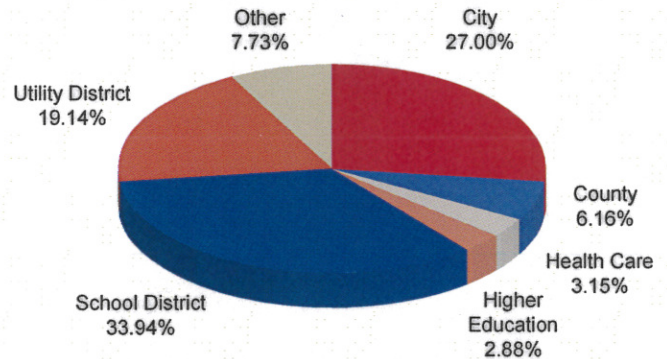
Portfolio by Type of Investment As of October 31, 2012



Distribution of Participants by Type As of October 31, 2012



Portfolio by Maturity As of October 31, 2012



Historical Program Information

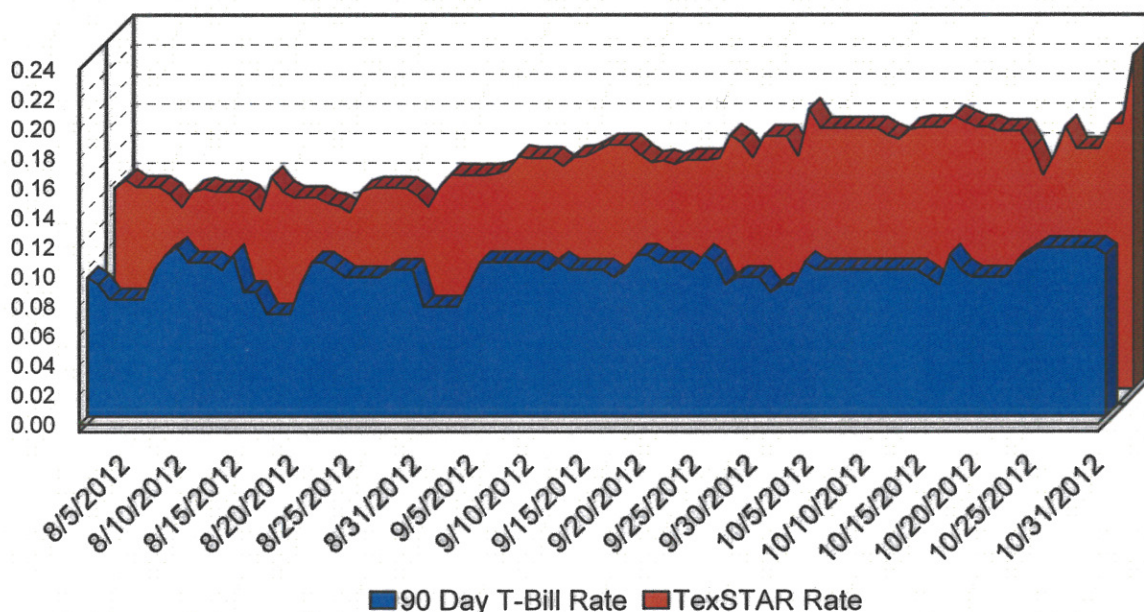
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Oct 12	0.1746%	\$4,755,942,789.56	\$4,756,394,096.44	1.000094	45	60	763
Sep 12	0.1574%	4,659,065,730.90	4,659,684,743.38	1.000132	46	63	759
Aug 12	0.1326%	4,724,281,980.85	4,724,862,450.42	1.000122	49	67	759
Jul 12	0.1359%	5,189,684,471.14	5,190,308,464.19	1.000120	46	66	757
Jun 12	0.1379%	4,983,255,681.46	4,983,767,166.12	1.000102	48	70	756
May 12	0.1273%	5,178,606,480.90	5,179,224,581.51	1.000119	47	70	754
Apr 12	0.1098%	5,255,005,296.99	5,255,613,981.07	1.000115	46	69	752
Mar 12	0.1148%	5,668,145,582.64	5,668,844,552.57	1.000123	48	71	751
Feb 12	0.0986%	6,014,562,468.35	6,015,309,681.45	1.000124	48	70	751
Jan 12	0.0902%	6,122,141,791.23	6,122,989,120.67	1.000138	46	73	750
Dec 11	0.0815%	5,164,291,074.36	5,164,844,831.26	1.000107	48	79	749
Nov 11	0.0973%	4,964,174,535.92	4,964,899,185.74	1.000145	48	80	747

Portfolio Asset Summary as of October 31, 2012

	Book Value	Market Value
Uninvested Balance	\$ (8,660.17)	\$ (8,660.17)
Accrual of Interest Income	2,376,232.14	2,376,232.14
Interest and Management Fees Payable	(955,100.46)	(955,100.46)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	3,013,290,000.00	3,013,290,000.00
Government Securities	1,741,240,318.05	1,741,691,624.93
Total	\$ 4,755,942,789.56	\$ 4,756,394,096.44

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 October 2012

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
10/1/2012	0.1576%	0.000004317	\$4,662,394,895.96	1.000131	43	59
10/2/2012	0.1890%	0.000005177	\$4,667,718,465.07	1.000127	43	59
10/3/2012	0.1764%	0.000004833	\$4,721,358,873.24	1.000126	43	59
10/4/2012	0.1764%	0.000004833	\$4,745,457,352.06	1.000116	42	58
10/5/2012	0.1764%	0.000004832	\$4,698,734,184.95	1.000109	40	56
10/6/2012	0.1764%	0.000004832	\$4,698,734,184.95	1.000109	40	56
10/7/2012	0.1764%	0.000004832	\$4,698,734,184.95	1.000109	40	56
10/8/2012	0.1764%	0.000004832	\$4,698,734,184.95	1.000109	40	56
10/9/2012	0.1718%	0.000004706	\$4,705,163,216.50	1.000111	40	56
10/10/2012	0.1691%	0.000004632	\$4,743,664,295.32	1.000104	41	56
10/11/2012	0.1756%	0.000004810	\$4,766,709,134.20	1.000101	47	62
10/12/2012	0.1772%	0.000004854	\$4,836,736,726.46	1.000092	45	60
10/13/2012	0.1772%	0.000004854	\$4,836,736,726.46	1.000092	45	60
10/14/2012	0.1772%	0.000004854	\$4,836,736,726.46	1.000092	45	60
10/15/2012	0.1843%	0.000005049	\$4,827,133,810.64	1.000092	49	64
10/16/2012	0.1806%	0.000004948	\$4,825,299,485.46	1.000098	50	65
10/17/2012	0.1774%	0.000004861	\$4,859,054,339.34	1.000090	50	65
10/18/2012	0.1773%	0.000004858	\$4,840,613,332.84	1.000092	50	64
10/19/2012	0.1745%	0.000004782	\$4,798,967,859.41	1.000095	48	63
10/20/2012	0.1745%	0.000004782	\$4,798,967,859.41	1.000095	48	63
10/21/2012	0.1745%	0.000004782	\$4,798,967,859.41	1.000095	48	63
10/22/2012	0.1624%	0.000004449	\$4,813,444,885.10	1.000098	48	62
10/23/2012	0.1448%	0.000003966	\$4,842,430,388.31	1.000091	48	62
10/24/2012	0.1587%	0.000004347	\$4,811,273,993.55	1.000092	48	62
10/25/2012	0.1774%	0.000004860	\$4,867,495,863.64	1.000087	47	61
10/26/2012	0.1626%	0.000004454	\$4,812,909,704.08	1.000095	46	60
10/27/2012	0.1626%	0.000004454	\$4,812,909,704.08	1.000095	46	60
10/28/2012	0.1626%	0.000004454	\$4,812,909,704.08	1.000095	46	60
10/29/2012	0.1793%	0.000004911	\$4,727,206,219.78	1.000093	46	61
10/30/2012	0.1793%	0.000004911	\$4,727,206,219.78	1.000093	46	61
10/31/2012	0.2257%	0.000006184	\$4,755,942,789.56	1.000094	46	60
Average	0.1746%	0.000004782	\$4,775,817,650.65		45	60

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>Joni Freeman</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>Plano ISD</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 & Santow</i>	<i>Advisory Board</i>

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

FirstSouthwest 

J.P.Morgan
Asset Management

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

RESOLUTION NO. 12-087

**AUTHORIZING NEGOTIATION AND EXECUTION OF A LEASE FOR MOBILITY
AUTHORITY OFFICE SPACE AND RELATED AMENITIES.**

WHEREAS, the lease for the Mobility Authority's office space at 301 Congress Avenue will terminate on April 30, 2012; and


WHEREAS, the Executive Director has identified another location for the Mobility Authority's office space and is negotiating a lease for that space; and

WHEREAS, the Board has been briefed in an executive session concerning proposed terms and conditions for that lease, and agrees that those terms and conditions may be appropriately included in the lease to be executed by the Mobility Authority.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized to negotiate and execute a lease for Mobility Authority office space and related amenities generally consistent with terms and conditions discussed in executive session and with the term sheet attached to this resolution as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

Submitted and reviewed by:


Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 12-087
Date Passed: 12/5/12

Exhibit 1 to Resolution No. 12-088

Office Space Term Sheet

(on the following 4 pages)



Stream Realty
400 W. 15th Street
Suite 1250
Austin, Texas 78701
(512) 481-3000 P
(512) 481-3001 F

December 3, 2012

Via Electronic Mail
dlewis@streamrealty.com

Mr. Derek Lewis
Stream Realty Partners
400 W. 15th Street, Suite 1250
Austin, TX 78701

Re: FINAL - Lease Proposal for Central Texas Regional Mobility Authority (CTRMA) at University Park

Dear Derek:

On behalf of Spear Street Capital, Stream Realty Partners is pleased to present the following proposal to your client, Central Texas Regional Mobility Authority (CTRMA) ("Tenant").

Building: University Park, 3300 N. I35 Austin, TX 78705

Landlord: UP Austin Holding, LP.

Building Information: University Park is an eight-story; 206,657 square foot office building that was built in 2009.

Premises: Approximately 15,691 square feet located on the 3rd Floor

Use: Class A office space.

Term: One-hundred twenty (120) months.

Commencement Date: Lease will commence on ^{May} April 1, 2013.

Early Occupancy: Tenant shall have the right to occupy the Premises two (2) weeks prior to the Commencement Date at no cost, to insure an orderly move-in and to allow for installation of wiring and cabling, systems furniture, and office equipment.

Base Rent:

120 Month Term	Months 1 – 4:	\$ 0.00 NNN per RSF*
	Months 5 – 12:	\$19.00 NNN per RSF
	Months 13 – 24:	\$19.75 NNN per RSF
	Months 25 – 36:	\$20.50 NNN per RSF
	Months 37 – 48:	\$21.25 NNN per RSF
	Months 49 – 60:	\$22.00 NNN per RSF
	Months 61 – 72:	\$22.75 NNN per RSF
	Months 73 – 84:	\$23.50 NNN per RSF
	Months 85 – 96:	\$24.25 NNN per RSF
	Months 97 – 108:	\$25.00 NNN per RSF
	Months 109 – 120:	\$25.75 NNN per RSF

*Tenant shall pay operating expenses during months 1-4.

Operating Expenses:

In addition to the base net rental rate, Tenant shall pay its pro-rata share of all operating expenses. Operating expenses for 2012 are estimated to be \$11.33 per RSF. Operating expenses that vary with occupancy shall be grossed up to 95%.

Parking:

Tenant will be provided parking free of charge at a ratio of 3.75/1,000 rsf. Tenant will maintain (2) reserved parking spaces during the term of the lease.

Holdover:

150% of Gross Rent.

Tenant Improvements:

Subject to the conditions hereinafter set forth, Landlord will provide Tenant with an allowance of \$41.50 per rentable square foot for improvements required in the Premises (the "Tenant Improvement Allowance"). This Tenant Improvement Allowance is meant to be comprehensive including but not limited to construction materials, labor and a construction management fee equal to 3%.

Security Deposit:

Upon receipt and review of Tenant's financial statements Landlord will determine the actual security deposit.

Option to Renew:

Tenant shall have one, five year option to renew its Premises at the prevailing market. In order to execute this Option to Renew, Tenant must deliver written notice to Landlord not greater than 15 months nor less than 12 months prior to the expiration of the lease. This renewal right is personal to Tenant and Tenant must be in occupancy of at least 80% of the Premises in order to exercise this right.

Signage:

Landlord will provide Tenant with signage on the building directory located in the main lobby of the building and suite signage outside Tenant's premises.

Right of First Offer:

Subject to other Tenant's rights and so long as Tenant occupies 80% of its Premises, Tenant shall have a Right of First Offer ("ROFO") on the balance of the third floor space during the initial Term. At any time prior to entering into a lease for the available space on the balance of the third floor contiguous to Tenant's Premises ("ROFO Premises"), Landlord shall set forth the terms and conditions under which the Landlord is willing to lease the ROFO Premises ("Initial Notification"). Tenant shall notify Landlord within five (5) days of its intent to lease the ROFO Premises ("Notification Period"). Landlord shall deliver the ROFO Premises to Tenant in its then "as is" condition.

After the Notification Period has lapsed, the ROFO Premises may be leased to third parties. Landlord shall have no obligation to notify Tenant of its intent to lease the ROFO Premises after the Initial Notification, unless more than 9 months have passed since the Initial Notification or if the proposed economic terms of the lease with the third party reflect a net effective rent per RSF (including free rent and TIs, as defined in the Lease) which is less than eighty - five percent (85 %) of the net effective rent per RSF reflected in the Initial Notification. Tenant shall have no further Right of First Offer after the initial leasing of the ROFO Premises. All ROFO rights shall be personal to Tenant.

Space Planning:

Upon Tenant's acceptance of the terms and conditions contained herein, Landlord, at Landlord's sole cost, shall provide a space planning allowance of \$0.10/RSF. The Landlord's architect is Chris Dolce of Sixth River Architects. However, Landlord is willing to allow Tenant to utilize The Lauck Group as Tenant's architect hereunder.

Right to Assign or
Sublease:

Tenant shall have the right to sublease or assign their lease with the prior written consent of Landlord, to be further negotiated in the lease.

Building Security:

The Building has key card access for after-hours access.
The Building has on site 24 hour security, 365 days per year.

Building Access:

Tenant shall have access to the Premises 24 hours a day, 365 days

per year.

Sustainability: University Park has a 3 Star designation from Austin Energy Green Building Program.

Phone/ Data: The Building has both copper and fiber telecommunication service. The providers are currently AT&T and Time Warner Telecom.

Building Amenities: Building amenities include the following:

- Covered Parking
- Walking distance to numerous restaurants and retail
- On-site management
- On-site Fitness center
- 24 hour on-site security
- On-site bike lockers

After-Hours HVAC: Normal building hours and HVAC are from 7:00 am to 7:00 pm, Monday through Friday, and from 8:00 am to 1:00 pm on Saturdays. After hours HVAC will be charged at the prevailing rate for the building which is currently \$35.00 per hour per zone. Tenant will have key card access to after-hours HVAC.

Brokerage Fee: Landlord agrees to pay Tenant's broker, Stream Realty Partners a commission based on a separate commission agreement.

The above terms and conditions, lease and related documents are subject to final approval by the ownership of the Building and Tenant. Nothing contained herein shall be binding on either party unless and until actual lease documents are fully executed and exchanged by both parties. This proposal shall be subject to prior leasing and/or commitment. It is expressly understood that this proposal may be withdrawn at any time for any reason without notice. This proposal will expire on October 12, 2012

Yours very truly,

Stream Realty Partners - Austin, L.P.



Lance Sallis
Partner

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

RESOLUTION NO. 12-088

**AUTHORIZING NEGOTIATION AND EXECUTION OF AN AMENDMENT TO THE
CONSULTING AGREEMENT WITH STANTEC CONSULTING SERVICES, INC.,
RELATING TO TRAFFIC AND REVENUE STUDIES FOR THE 183A TURNPIKE.**

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized entry into a Traffic and Revenue Engineering Services Agreement (the "Agreement") with Stantec Consulting Services, Inc. ("Stantec") for the provision of certain traffic and revenue engineering work for the Mobility Authority; and


WHEREAS, by Resolution No. 11-62, dated May 25, 2011, the Board of Directors authorized an amendment to the Agreement to extend the term of the Agreement to March 1, 2014, and to expand the authorized scope of work and associated compensation as set forth in that resolution; and

WHEREAS, additional services relating to traffic and revenue engineering work and studies for the 183A Turnpike are needed, and the Executive Director has recommended using Stantec to provide those services.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute an amendment to the Consulting Agreement with Stantec Consulting Services, Inc., relating to traffic and revenue engineering work and studies for the 183A Turnpike, for additional compensation not to exceed \$275,000.00.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 5th day of December, 2012.

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: 12-088
Date Passed: 12/5/12