

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

**RESOLUTION NO. 06-40**

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements ("CDAs"); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for the 183-A Turnpike Project; and

WHEREAS, the work performed under the CDA requires oversight by the General Engineering Consultant retained by the CTRMA (the "GEC"); and

WHEREAS, the CDA includes a process for the consideration and development of potential change orders for aspects or portions of the work performed under the CDA which might warrant adjustment to the Development Price or the contractual deadlines for performance by the Developer; and

WHEREAS, the change order process includes consideration of potential changes or revisions caused by several sources or events, including certain requests for changes by the CTRMA, certain otherwise undiscovered matters affecting the 183-A Project, as well as other items more fully set forth in the CDA; and

WHEREAS, the CDA provides that all change orders be formally agreed to by the CTRMA and the Developer, and that except those involving an amount up to and including \$50,000.00 as set forth in Resolution No. 05-46 dated June 29, 2005, the Board must approve any change order; and

WHEREAS, the CTRMA, the GEC and the Developer, pursuant to the change order process set forth in the CDA, have determined that the Final Environmental Impact Statement for the Project requires the construction of an additional 450 feet of sound walls along the Forest Oaks Subdivision, and such additional sound walls require the issuance of Change Order No. 6, as set forth and in accordance with the terms thereof and attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the execution and issuance of Change Order No. 6 as set forth and in accordance with the terms of thereof and attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that Change Order No. 6 is made an amendment to the Contract Documents, as defined in the CDA, as of the date that Change Order No. 6 is fully executed by the CTRMA and the Developer.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July, 2006.

Submitted and reviewed by:

Approved:



Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority



Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 06-40  
Date Passed 07/26/06

Attachment "A"

Copy of Change Order No. 6 Memorandum and Summary  
And  
Change Order Form



Central Texas Regional  
Mobility Authority

## MEMORANDUM

**To:** Mike Heiligenstein  
Bill Chapman

**Date:** July 21, 2006

**From:** Richard Ridings

**Subject:** Change Order No. 006 – Additional Sound Walls

**Copies:** Tom Neilson, Everett Owen, Ron Fagan

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This attached Change Order (CO) No. 006 is in the amount of \$ 150,503.00. Upon review of the final grades of 183A and locations of the Final Environmental Impact Statement wall locations it was determined that an additional 450 feet of sound wall would be required to protect several homes in the Forrest Oaks subdivision.

The GEC has reviewed the subject CO and recommends approval.

Attached is an update of the Change Order Budget.

301 Congress Avenue, Suite 650 Austin, TX 78701  
Telephone: (512) 996-9778 / Fax: (512) 996-9784 / [www.mobilityauthority.com](http://www.mobilityauthority.com)

Robert E. Tesch, *Chairman* • Lowell H. Lebermann, Jr., *Vice-Chairman* • Robert L. Bennett, Jr., *Treasurer*  
Henry H. Gilmore • James H. Mills • David Singleton • Johanna Zmud Ph.D. • Mike Heiligenstein, *Executive Director*





**EXHIBIT M**

**FORM OF CHANGE ORDER**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION 1**

**Originator: Rich Ginder**

**Date: July 18th, 2006**

**Title: Toll / Aesthetics Manager**

**Contract No. 183A Turnpike**

**Company Name: Hill Country Constructors**

**DESCRIPTION:**

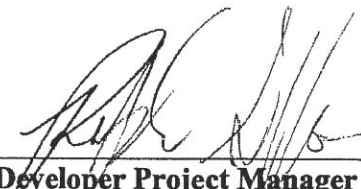
**Design, construction, and utility coordination of 450 LF of additional sound walls**

**Scope:**

**Design and construct additional post and panel sound wall on Wall 1 from Station 653+50 to 658+00 ranging height from 8 to 12 feet.**

**CAUSE OF CHANGE ORDER REQUEST:**

**During the proposal the scope of the sound walls was to design and construct a 8 to 12 foot tall wall at the locations identified in the FEIS. The CTRMA is extending the limits on Wall 1 along the NBML from Station 653+00 to 658+00.**

  
\_\_\_\_\_  
**Developer Project Manager**                      **7/14/06**  
**Date**

**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION II**

The total amount of this Change Order is \$ 150,503.00. Documentation supporting the Change Order is attached as Exhibits CO.6.1 through CO.6.5.

Payment Schedule Items Added/Deducted:

<u>Activity No.</u>	<u>Description</u>	<u>Amount</u>
<b>A026805</b>	<b>Design of Sound Wall Extension</b>	<b>\$ 4,148.00</b>
<b>B097521</b>	<b>Sound Wall Drill Shafts</b>	<b>\$ 15,747.00</b>
<b>B097522</b>	<b>Sound Wall Panels</b>	<b>\$ 117,012.00</b>
<b>A021030</b>	<b>Const. QA and Environmental Services</b>	<b>\$ 8,352.00</b>
<b>A011184</b>	<b>Incidentals</b>	<b>\$ 5,244.00</b>

Summary of Change Order Proposal by Categories: [Additives/(Credits)]

A.	Developer Labor (construction)	
1.	Wages <sup>1</sup>	\$ 13,635.00
2.	Labor benefits <sup>2</sup> (55% of A.1)	\$ 7,499.00
B.	Developer and Subcontractor Labor (professional services)	
1.	Wages <sup>1</sup> (Raw)	\$ 1693.00
2.	Labor benefits <sup>2</sup> (145% of B.1, which includes overhead and profit)	\$ 2455.00
3.	Off-duty peace officers and patrol cruisers <sup>1</sup>	\$ 0.00

<sup>1</sup> Estimated for Negotiated Change Orders or Actual for Force Account Change Orders.

<sup>2</sup> Premiums on public-liability and workers-compensation insurance, social-Security and unemployment-insurance taxes.

C.	Materials <sup>1</sup> (with taxes, freight and discounts)	\$	78,985.00
D.	Developer Equipment <sup>1</sup>	\$	12,044.00
E.	Subcontracts <sup>1</sup> (Time and Materials costs)	\$	18,034.00
F.	Utility Direct Costs <sup>1</sup>	\$	0.00
G.	Overhead and Profit		
1.	Labor (25% of A.1 and A.2)	\$	3,408.00
2.	Traffic Control (5% of B.3)	\$	0.00
3.	Materials (15% of C)	\$	11,848.00
4.	Subcontracts (5% of E)	\$	902.00
5.	Utility Direct Costs (5% of F)	\$	0.00
H.	Grand Total	\$	150,503.00

**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION III**

The status of Substantial Completion is as follows:

- Unaffected by this Change Order Proposal

The status of Final Acceptance is as follows:

- Unaffected by this Change Order Proposal

Accordingly, the summary of the dates of Substantial Completion and Final Acceptance and Float are as follows:

1. Substantial Completion: Unchanged  
(+ or - \_\_\_\_\_ days from base of \_\_\_\_\_ calendar days after NTP2)
2. Final Acceptance: Unchanged  
(+ or - \_\_\_\_\_ days from base of \_\_\_\_\_ calendar days after NTP2)
3. Number of days of Project Float Unchanged

Justification for Change Order with reference to CDA:

CDA Section 14.3 allows Developer to request a change order to increase the development price for increased costs associated with CTRMA-Directed Changes which increase the work to be furnished, performed, or paid for by the developer.

The above three sections represent a true and complete summary of all aspects of this change.

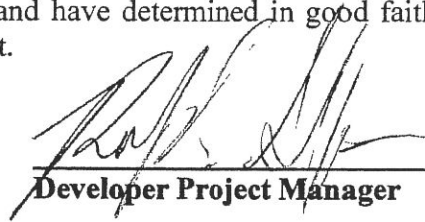
This Change Order Proposal includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or matter giving rise to the proposed change.

**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

If the foregoing Change Order Proposal includes claims of Subcontractors or Suppliers, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.

  
\_\_\_\_\_  
**Developer Project Manager**

7-14-06  
\_\_\_\_\_  
**Date**

**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION IV (Reviewed by GEC Manager)**

Michael Stone      7/19/06  
GEC Team Construction Manager (CDA)      Date

**Comments:**

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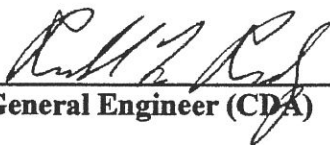
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**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION V (Reviewed by GEC Project General Engineer)**

  
\_\_\_\_\_  
**Project General Engineer (CDA)**

7/19/06  
\_\_\_\_\_  
**Date**

**Comments:**

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**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION Vi (Reviewed by CTRMA's Director of Finance)**

**ACTION TAKEN:**

- Finance Approval**
- Attached**
- No**
- N/A**

\_\_\_\_\_  
**Director of Finance**

\_\_\_\_\_  
**Date**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHANGE ORDER  
REQUEST**

**CHANGE ORDER PROPOSAL NO. 006**

**CONTRACT NO. 183A Turnpike**

**SECTION VII (Approval by CTRMA)**

**CHANGE ORDER ISSUED: Yes  No**

\_\_\_\_\_  
**CTRMA Executive Director**

\_\_\_\_\_  
**Date**

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit CO.6.1  
Cost Breakdown Spreadsheet**

# Change Order Estimates

Owner:  
Location:

CTRMIA  
Additional Sound Wall from Station 653+50 to 658+00

Cost Impacts of Change	QTY	UM	Unit Cost	A.1 Constr Dev Labor (HCC)	B.1* Prof Serv Raw Wages	B.3 Police	C Materials Add. (HCC)	D Equip	E** Subs	F Util Dir Costs	SubTotal	Activity No.	Subtotal w/ Markups
<b>CONSTRUCTION COSTS:</b>													
Drill Shafts	168	LF	\$83.33	\$1,034	\$0		\$2,775	\$111	\$10,080		\$14,000	B097521	\$15,747
Install Post and Panel Sound Wall	450	LF	\$217.23	\$9,823	\$0		\$75,998	\$11,933	\$0		\$97,754	B097522	\$117,012
Karst Geologist								\$0	\$200		\$200	A021030	\$210
Field QA (Rodriguez)				\$1,530			\$0	\$0	\$7,754		\$7,754	A021030	\$8,142
Field QC (HCC)				\$864			\$100	\$0	\$0		\$1,530	A011184	\$2,754
Survey				\$384			\$112	\$0	\$0		\$964	A011184	\$1,670
Safety Personnel and Supplies								\$0	\$0		\$496	A011184	\$820
Police								\$0	\$0		\$0		\$0
Specialty Materials								\$0	\$0		\$0		\$0
Direct Utility Costs								\$0	\$0		\$0		\$0
<b>DESIGN &amp; APPROVAL COSTS:</b>													
URS Design					\$1,693						\$1,693	A026805	\$4,148
Independent QA/QC Review					\$0						\$0		\$0
Field Exploration					\$0						\$0		\$0
Utility Coordination					\$0						\$0		\$0
Design Coordination					\$0						\$0		\$0
Direct Utility Costs					\$0						\$0		\$0
Permits/Fees					\$0						\$0		\$0
Traffic Control					\$0						\$0		\$0
<b>SubTotal:</b>				\$13,635	\$1,693	\$0	\$78,985	\$12,044	\$18,034	\$0	\$124,391		\$0
MARK-UPS:													
Labor Benefits/Overhead/Profit				\$7,499	\$2,455						\$9,954		\$0
OH & Profit				\$3,409		\$0	\$11,848	\$0	\$902	\$0	\$16,158		\$0
<b>SubTotal:</b>				\$24,543	\$4,148	\$0	\$90,833	\$12,044	\$18,936	\$0	\$150,503		\$0

\*Based on hourly work

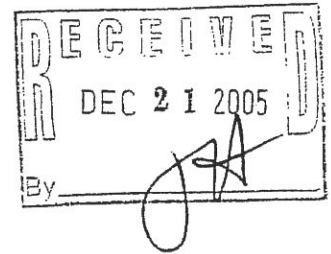
\*\*Based on unit cost and/or lump sum

**Total:** \$150,503  
**Bid:** \$0  
**Total Change:** \$150,503

**Exhibit CO.6.2**  
**CTRMA 12/20/05 Request for Change Order Letter**



December 20, 2005



13640 Briarwick Drive  
Suite 200  
Austin, Texas 78729-1706  
Phone: (512) 996-9778  
Fax: (512) 996-9784  
<http://www.ctrma.org>

Mr. Ralph Gleffe, P.E.  
Hill Country Constructors  
12357-A Riata Trace Parkway Suite 300  
Austin, TX 78727

RE: 183A Project: Request for Change Proposal #006 and Design  
Direction for Noise Wall Refinements

Dear Ralph:

We have reviewed the issues surrounding the noise wall design and location and we are providing the following direction:

**Executive Director:**

Mike Heiligenstein

**Board of Directors:**

Robert E. Tesch  
*Chairman*

Lowell Lebermann  
*Vice-Chairman*

Robert L. Bennett  
*Treasurer*

Henry H. Gilmore

James H. Mills

David Singleton

Johanna Zmud, Ph.D.

1. Noise Wall No.1 located on the east side of 183A between Park Street and Brushy Creek Road. Construct the noise wall at the right-of-way line from Sta. 653+50 to Sta. 688+00 for a distance of 3450 feet. The wall will be constructed 8 feet high from Sta. 653+50 to Sta. 655+00 and 12 feet high from Sta. 655+00 to Sta. 688+00. Coordination with Atmos Gas will be required to relocate the gas line along the right-of-way line. In addition, coordination with PEC will be required to relocate the power line from the west side of the right-of-way to the east side. The CTRMA considers the section of noise wall between Sta. 653+50 to Sta. 658+00 as added work. The CTRMA contends that the remaining work is within the original scope of Development Work and not subject to a Change Order for additional time and an increase in Development Price.
2. Noise Wall No. 2 located on the east side of 183A between FM 1431 and Park Street. Construct the noise wall per your preliminary plans 7 to 9 feet from the right-of-way line. The CTRMA contends that this work is within the original scope of Development Work and not subject to a Change Order for additional time and an increase in Development Price.
3. Noise Wall No. 3 located on the west side of 183A between Park Street and Brushy Creek Road. Construct the noise wall at the right-of-way line and coordinate with PEC on the relocation of their power line to the east side of 183A as discussed above in No. 1. The CTRMA contends that this work is within the original scope of Development Work and not subject to a Change Order for additional time and an increase in Development Price.
4. Noise Wall No. 4a located on the west side of 183A between FM 1431 and Park Street. Construct the noise wall at the right-of-way line per your preliminary plans. The CTRMA contends that this work is within the original scope of Development Work and not subject to a

**Exhibit CO.6.3  
HCC Construction Estimate**

ITEM	DESCRIPTION	QUANTITY	UNIT COST	LABOR	MATERIAL	EQUIPMENT	SUBCONTRACT	TOTAL
	ANOISEWAL CHANGE ORDER 6 - ADD NOISE WALL	1.000 LS	124,428.362	13,635	78,985	12,080	19,728	124,428
	590.8 MAN-HOURS			PERM MATL.	76,422			
				JOB MATL.	2,563			

001	DRILLED SHAFTS 30"	168.000 LF	97.709	1,034	2,775	147	12,459	16,415
	*****	*****	*****	*****	*****	*****	*****	*****
	68.7 MAN-HOURS			PERM MATL.	2,664			
				JOB MATL.	111			

001A COMMENTS/SUBS 168.000 LF \*\*\*\*\* ZERO COST RECORD! \*\*\*\*\*  
 PERM MATL.  
 JOB MATL.

01 RCG

NUMBER OF SHAFTS (EA) SHAFT LENGTH (LF) TOTAL SHAFT LENGTH  
 24 7 168

001B	DRILLED SHAFT SUB	168.000 LF	80.147	1,006			12,459	13,465
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5/10.0/1--- P - DAYS: 3.36 PROD. RATE: 5.00 LF/HR

PERM MATL.  
 JOB MATL.

67.2 MAN-HOURS 2.500 LF PER MAN-HOUR 0.400 MAN-HOURS PER LF  
 01 DRILLED SHAFT SUB WILL DRILL, FURNISH & PLACE CONCRETE AND TIE  
 & PLACE ENTIRE REBAR CAGE.

02 CIDH PILE, 30" S 168.000 LF 60.000 10,080

03 CARPENTER 2006 L 2.000 5.988 1,006

04 KARST GEOLOGIST S/ 2.000 HR 100.000 200

05 NO FULL TIME OBSERVATION IS NEEDED BY KARST GEOLOGIST, BUT DUE TO THE PROXIMITY OF PREVIOUSLY ENCOUNTERED KARST FEATURES,  
 ONE CANNOT RULE OUT THE NEED FOR A KARST GEOLOGIST IN THE EVENT VOIDS ARE ENCOUNTERED.

06 QA TECH S/ 34.000 HR 62.100 2,111

07 FULL TIME OBSERVATION BY QA IS REQUIRED FOR THIS OPERATION.

08 QA TECH VEH S/ 3.360 DAY 20.000 67

001C	SPOIL REMOVAL & SUPPORT	31.000 CY	5.660	28		147		175
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5/10.0/1--- P - DAYS: 0.31 PROD. RATE: 10.00 CY/HR

PERM MATL.  
 JOB MATL.

1.5 MAN-HOURS 20.000 CY PER MAN-HOUR 0.050 MAN-HOURS PER CY



ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL  
 ANOISEWAL CHANGE ORDER 6 - ADD NOISE WALL - CONTINUED...

01 HAUL SPOIL TO REQUIRED FILL

TOTAL LENGTH OF DS (LF)	SHAFT DIA (IN)	SPOIL (CY)
168	30	31
02 EXCAVATOR OPERATOR 2006	L 0.500	0.914
03 JD 710 G BACKHOE (2005)	E 0.500	2.746
04 10 WHEEL END DUMP, 13T (00)	E 0.500	2.000

001D FURNISH REINF STEEL 7,400.000 LB 0.375 2,775 2,775 2,775

01 REBAR QUANTITY INCLUDES VERTICALS INTO PILASTERS PERM MATL. 2,664  
 02 REINF STEEL, DRILLED SHAFTS P/ 74.000 CWT 36.000 JOB MATL. 111  
 03 REINF STEEL, SUPPORT STEEL J 74.000 CWT 1.500 2,664 111

002 POST & PANEL SOUND WALL 450.000 LF 229.622 9,823 75,998 11,933 5,577 103,330  
 \*\*\*\*\*  
 522.0 MAN-HOURS PERM MATL. 73,758  
 JOB MATL. 2,240

002A COMMENTS/MATERIALS 5,400.000 SF 14.074 75,998 75,998 75,998  
 5/10.0/1--- P - DAYS: 13.50 PROD. RATE: 40.00 SF/HR PERM MATL. 73,758  
 JOB MATL. 2,240

01 PLUGGED PRICE PER SF OF SOUNDWALL INCLUDES:  
 DESIGN OF & MATERIAL TO MAKE DRILLED SHAFT TO PILASTER CONNECTION

WALL	BEG STA	END STA	HEIGHT FT	LENGTH LF	PILASTERS EA	COPING WALL AREA LF SF	PANELS EA
1	1,000	1,160	8	160	8	160 1,280	16
1	1,160	1,450	12	290	16	290 3,480	47
TOTAL				450	24	450 4,760	63
02 SOUND WALL (PC SYSTEM)				P/		4,760.000 SF	12.480

59,405

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL  
 ANOISEWAL CHANGE ORDER 6 - ADD NOISE WALL - CONTINUED...

03 INCLUDES POST CAPS IN ORIGINAL RECO QUOTE OF 1,250,000 FOR 8350 LF X 12 FT TALL POST AND PANEL WALL SYS.  
 04 ABS WALL COPING P/ 450.000 LF 5.980 2,691  
 05 RECO FIGURED \$50,000 FOR COPING FOR 8350 LF OF WALL = \$5.98 / LF  
 06 ABS TREATMENT ON FRONT FACE P/ 4,760.000 SF 2.450 11,662  
 07 RECO FIGURED FOR CUSTOM ASHLAR AND LIGHT TEXTURED FINISH IT WOULD COST \$1,495,000.  
 THE DIFFERENCE BETWEEN THE \$1,495,000 AND \$1,250,000 IS \$245,000 WHICH FACTORS TO BE \$2.45/SF.  
 08 CONNECTION MATERIAL J/ 24.000 EA 10.000 240  
 09 NON SHRINK GROUT, ETC TO COMPLETE DRILLED SHAFT TO PILASTER CONNECTIONS  
 10 STRUTS/BRACES/ETC J/ 1.000 LS 2,000.000 2,000

002B SET/GROUT PILASTERS 24.000 EA 277.484 2,710 2,412 1,538 6,660  
 5/10.0/1--- P - DAYS: 2.40 PROD. RATE: 1.00 EA/HR

PERM MATL.  
 JOB MATL.

144.0 MAN-HOURS 0.167 EA PER MAN-HOUR 6.000 MAN-HOURS PER EA  
 01 CARPENTER 4-MAN 2006 L 1.000 29.392 705  
 02 FOREMAN'S PICKUP (HR) E 1.000 7.350 176  
 03 CARPENTER 2006 L 3.000 44.913 1,078  
 04 CONCRETE FINISHER PAV 2006 L 1.000 16.720 401  
 05 HYDROCRANE OPER 2006 L 1.000 21.879 525  
 06 HYDROCRANE GROVE 650E 45 T E 1.000 93.130  
 07 QA TECH S/ 24.000 HR 62.100 1,490  
 08 QA TECH VEH S/ 2.400 DAY 20.000 48

002C SET PRECAST PANELS 63.000 EA 113.351 2,371 3,424 1,346 7,141  
 5/10.0/1--- P - DAYS: 2.10 PROD. RATE: 3.00 EA/HR

PERM MATL.  
 JOB MATL.

126.0 MAN-HOURS 0.500 EA PER MAN-HOUR 2.000 MAN-HOURS PER EA  
 01 CARPENTER 4-MAN 2006 L 1.000 9.797 617  
 02 FOREMAN'S PICKUP (HR) E 1.000 2.450 154  
 03 CARPENTER 2006 L 3.000 14.971 943  
 04 CONCRETE FINISHER PAV 2006 L 1.000 5.573 351  
 05 HYDROCRANE OPER 2006 L 1.000 7.293 459  
 06 HYDROCRANE GROVE RT865 E 1.000 51.900  
 07 QA TECH S/ 21.000 HR 62.100 1,304  
 08 QA TECH VEH S/ 2.100 DAY 20.000 42

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL  
 ANOISEWAL CHANGE ORDER 6 - ADD NOISE WALL - CONTINUED...

002D SET PRECAST POST CAPS 24.000 EA 138.742 1,355 1,206 769 3,330

5/10.0/1--- P - DAYS: 1.20 PROD. RATE: 2.00 EA/HR

72.0 MAN-HOURS 0.333 EA PER MAN-HOUR 3.000 MAN-HOURS PER EA  
 01 CARPENTER 4-MAN 2006 L 1.000 14.696 353  
 02 FOREMAN'S PICKUP (HR) E 1.000 3.675 88  
 03 CARPENTER 2006 L 3.000 22.456 539  
 04 CONCRETE FINISHER PAV 2006 L 1.000 8.360 201  
 05 HYDROCRANE GROVE 650E 45 T E 1.000 46.565 263  
 06 HYDROCRANE OPER 2006 L 1.000 10.939  
 07 QA TECH S/ 12.000 HR 62.100 745  
 08 QA TECH VEH S/ 1.200 DAY 20.000 24

002E SET PRECAST COPING 450.000 LF 22.670 3,387 4,891 1,923 10,202

5/10.0/1--- P - DAYS: 3.00 PROD. RATE: 15.00 LF/HR

180.0 MAN-HOURS 2.500 LF PER MAN-HOUR 0.400 MAN-HOURS PER LF  
 01 CARPENTER 4-MAN 2006 L 1.000 1.959 882  
 02 FOREMAN'S PICKUP (HR) E 1.000 0.490  
 03 CARPENTER 2006 L 3.000 2.994 1,347  
 04 CONCRETE FINISHER PAV 2006 L 1.000 1.115 502  
 05 HYDROCRANE OPER 2006 L 1.000 1.459 656  
 06 HYDROCRANE GROVE RT865 E 1.000 10.380  
 07 QA TECH S/ 30.000 HR 62.100 1,863  
 08 QA TECH VEH S/ 3.000 DAY 20.000 60

003 FIELD OPERATIONS & WAGES 591.000 MHR 5.060 2,778 212 2,990  
 \*\*\*\*\* PERM MATL. \*\*\*\*\*  
 PERM MATL. JOB MATL. \*\*\*\*\*

003A QUALITY CONTROL 591.000 MHR 2.589 1,530 212 1,530  
 \*\*\*\*\* PERM MATL. \*\*\*\*\*  
 PERM MATL. JOB MATL. \*\*\*\*\*

ITEM DESCRIPTION QUANTITY UNIT COST LABOR MATERIAL EQUIPMENT SUBCONTRACT TOTAL  
 ANOISEWAL CHANGE ORDER 6 - ADD NOISE WALL - CONTINUED...

01 QC TECH (5% OF TOTAL MHR) g/ 30.000 HR 31.000 930  
 02 QC LAB MANAGER (2% OF MHR) g/ 12.000 HR 50.000 600  
 003B SAFETY PERSONNEL 591.000 MHR 0.650 384 384

PERM MATL.  
 JOB MATL. 384

01 SAFETY SUPER (2% OF MHR) g/ 12.000 HR 32.000 112  
 003C SAFETY SUPPLIES 591.000 MHR 0.190 112 112

PERM MATL.  
 JOB MATL. 112  
 01 \*SAFETY-FIRST AID SUPPLIES j/ 591.000 MHR 0.040 24  
 02 \*SAFETY-PROTECTIVE CLOTHING j/ 591.000 MHR 0.070 41  
 03 \*SAFETY-SAFETY AWARDS j/ 591.000 MHR 0.080 47

003D SURVEY PERSONNEL 591.000 MHR 1.631 864 100 964  
 5/10.0/1--- D - DAYS: 1.00 PROD. RATE: 59.10 MHR/HR PERM MATL. 100

01 FIGURE 2% OF MANHOURS WILL BE REQUIRED FOR SURVEY CREW.

02 SURVEY CHIEF g/ 12.000 HR 34.000 408  
 03 INSTRUMENT MAN l/ 12.000 HR 27.000 324  
 04 CHAINMAN l/ 12.000 HR 11.000 132  
 05 SURVEY SUPPLIES j/ 1.000 LS 100.000 100

004 DESIGN 1.000 LS 1,693.000 1,693 1,693  
 \*\*\*\*\* PERM MATL. \*\*\*\*\*  
 PERM MATL. JOB MATL.

004A URS DESIGN 60.000 MHR 28.217 1,693 1,693

PERM MATL.  
 JOB MATL.

01 URS RAW DESIGN COST s/ 1,693.000 \$ 1.000 1,693

**Exhibit CO.6.4**  
**Design and Utility Coordination Backup**

**Attachment A**  
**Potential URS Design Change Order 3.5**  
**Additional 450' Soundwall**

<b>URS</b>	<b>Rate</b>	<b>Mult</b>	<b>Hours</b>	<b>Raw \$</b>	<b>Total</b>
Mindy Steckmest	\$44.24	2.92	8	\$353.92	\$1,033.45
Bob Murphy	\$27.40	2.92	40	\$1,096.00	\$3,200.32
Natalie Bunge	\$20.30	2.92	12	\$243.60	\$711.31
<b>Subtotal - Labor:</b>					<b>\$4,945.08</b>
<b>ODC (12%) Total:</b>					<b>\$674.33</b>

<b>Total:</b>					<b>\$5,619.41</b>
---------------	--	--	--	--	-------------------

**Exhibit CO.6.5**  
**Reinforced Earth Soundwall Quotes**



The Reinforced Earth Company  
1331 Airport Freeway, Suite 302  
Euless, Texas 76040-4150  
(817) 283-5503

US 183A  
Austin District, Texas  
RECO Project No. 11311

QUOTATION  
(NO PAINT, COATINGS, OR COLOR INCLUDED) *PLAIN*

SOUNDWALL SYSTEM PRICE: @ \$ 1,250,000 /Lump Sum

All prices are based upon a minimum purchase of Line 1 of The Reinforced Earth Company's MSE Quotation.

Price includes precast panels, precast posts, post caps, and hardware to connect posts to cast-in-place pilasters. Contractor shall supply approximately 40 CY of high strength grout to make connection of posts to pilasters.

Price is based on a plain finish panel (1 face) and a rolled stone finish on the opposite face. If instead of plain finish, an Ashlar Stone finish with limestone aggregates and medium sandblast is required, then add \$260,000 to the price above or add only \$170,000 if the limestone aggregates and medium sandblast are not required. Price is based upon Ashlar Stone panels being cast without a color admixture. Price is contingent upon Owner's approval of RECO's "imprinted" (or rolled) Ashlar Stone finish applied to the residential face of the panels. The pattern and texture of the "imprinted" Ashlar Stone will be similar to the form liner finish on the roadway side, however, the depth of the mortar lines will be 1/2" - not the 1 3/4" depth of the form liner. Precast posts be 14" wide (not 24") and will be plain smooth finish.

Price is based on Granite Quote request FAXed on 8/12/04.

Price is based on a uniform wall height of 12 foot.

Shop Drawings will be submitted as required by construction schedule, but beginning no sooner than three (3) months after receipt of a fully executed contract.

Material Delivery Period: Fall 2005

Price includes one (1) trip to the jobsite to provide Technical Assistance for three (3) days at the start-up of the wall erection. Additional visits will be charged at \$350.00 per day plus travel expenses.

Tom Schick  
DATE: August 16, 2004

$$\frac{1,250,000}{100,200} = \$ 12 \underline{48} / SF$$
$$\frac{260,000}{100,200} = \$ 2 \underline{59} / SF$$



Rich:

based on orig quoted volume of  
8,350 LF @ 12' tall

Ashlar + Shallow Imprint Stone = \$1,420,000  
(Roadway) (Residence) orig quote

Ashlar (bottom 4') + Fractured Fin ~~Mountain Hill~~ Scene + Shallow Imprint Stone = \$1,495,000  
(Roadway) (Residence)

Options 1, 2, 3, 4, & 5 + Shallow Imprint Stone = \$1,495,000  
(Roadway) (Residence)

Top Coping Panel add \$50,000  
(1 FT tall)

Post Caps = ?

Exposed Agg Residence Side = ?

sl29105 Tan Schick

**Ginder, Rich**

**From:** Tom Schick [tschick@reinforcedearth.com]  
**Sent:** Friday, April 01, 2005 2:04 PM  
**To:** Ginder, Rich  
**Subject:** RE: CAP \$

Rich:

See responses below:

**From:** Ginder, Rich [mailto:Rich.Ginder@gcinc.com]  
**Sent:** Wednesday, March 30, 2005 4:27 PM  
**To:** Tom Schick  
**Cc:** Lisa Powell; William\_O'Brien\_Jr@URSCorp.com  
**Subject:** RE: CAP \$

Tom,

Thanks for all of your photos. I think we overwhelmed the Aesthetics Committee with the numerous combinations of front relief, back relief, coping, and post caps. We need to do a follow up meeting next Wednesday to firm up the decision. Right now they are leaning on the following:

Traffic Face - 4' Custom Ashlar bottom panel and smooth or textured relief on top remainder of panels. The committee only briefly entertained the fractured fin hill scene. The committee went back and forth on whether to go 100% ashlar or a combination of smooth and ashlar. I sounded like they were leaning toward the ashlar bottom and smooth (textured) top.

Coping - Unanimous Yes. (please verify \$50,000 add for coping on 8350 lf of noise wall) **YES!**

Caps - I did not have cost information during meeting. I roughed in \$500 / ea during the meeting and got some comments about that sounding high. If you factor in labor + equip + materials I am pretty close on the \$500 assumption. In general they like the pointed caps, but they did not want to commit to a decision without knowing the cost. **CAP \$ per my 3/30 E-mail, below**

Back Face - Liked the following four options:

The following add-ons are base upon 8,350 LF of wall @ 12 FT tall

- shallow fractured fin **add \$38,000**
- shallow inprinted stone **add zero, this is the basis**
- barnwood **add \$23,000**
- broom finish - One of the committee members suggested just a simple broom finish as an option. **Add \$15,000**

Please verify cost adds or deducts of the options listed above using the shallow imprinted stone as a basis.

4/4/2005

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

**RESOLUTION NO. 06-41**

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

WHEREAS, Chapter 370 of the Texas Transportation Code authorizes regional mobility authorities to develop projects through the use of comprehensive development agreements (“CDAs”); and

WHEREAS, the CTRMA solicited proposals for the development of 183-A and in Resolution No. 04-43, dated September 8, 2004, the Board of Directors approved the selection of Hill Country Constructors as the Developer for 183-A, and the CTRMA and Hill Country Constructors entered into a CDA effective November 29, 2004 for the 183-A Turnpike Project; and

WHEREAS, in Resolution No. 05-36, dated April 27, 2005, the Board of Directors approved entering into a Toll Systems Implementation and Maintenance Agreement (“Toll Systems Agreement”) with Caseta Technologies (“Caseta”);

WHEREAS, in Resolution No. 05-37, dated April 27, 2005, the Board of Directors provided that the Toll Systems Agreement constituted an amendment to the CDA, and Caseta became responsible for various matters included under the original terms of the CDA related to the design and construction of the toll systems for the 183A Toll Project;

WHEREAS, the work performed under both the CDA and the Toll Systems Agreement requires oversight by the General Engineering Consultant retained by the CTRMA (the “GEC”); and

WHEREAS, the CDA and the Toll Systems Agreement include a process for the consideration and development of potential change orders for aspects or portions of the work performed under the Toll Systems Agreement which might warrant adjustment to the Contract Price or Contract Time as defined thereunder for performance by Caseta ; and

WHEREAS, the change order process includes consideration of potential changes or revisions caused by several sources or events, including certain requests for changes by the CTRMA, certain otherwise undiscovered matters affecting the 183-A Project, as well as other items more fully set forth in the Toll Systems Agreement; and

WHEREAS, the CDA and the Toll Systems Agreement provide that all change orders be formally agreed to by the CTRMA and Caseta, and that except those involving an amount up to and including \$50,000.00 as set forth in Resolution No. 05-46 dated June 29, 2005, the Board must approve any change order; and

WHEREAS, the CTRMA, the GEC and Caseta, pursuant to the change order process set forth in the CDA and Toll Systems Agreement, have determined that a reduction in the number of the Lane Changeable Message Signs ("LCMS") originally planned, as well as a change in the type of LCMS is necessary and appropriate, and therefore require the issuance of Caseta Change Order No. 1, as set forth and in accordance with the terms thereof and attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the execution and issuance of Caseta Change Order No. 1 as set forth and in accordance with the terms of thereof and attached hereto as Attachment "A"; and

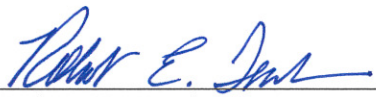
BE IT FURTHER RESOLVED, that Caseta Change Order No. 1 is made an amendment to the Toll Systems Agreement, as of the date that Caseta Change Order No. 1 is fully executed by the CTRMA and Caseta.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July, 2006.

Submitted and reviewed by:

Approved:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 06-41  
Date Passed 07/26/06

**Attachment "A"**

**Copy of Caseta Change Order No. 1 Memorandum and Summary**  
**And**  
**Change Order Form**




Central Texas Regional  
Mobility Authority

## MEMORANDUM

**To:** Mike Heiligenstein  
Ron Fagan  
Bill Chapman

**Date:** July 19, 2006

**From:** Richard Ridings 

**Subject:** Caseta Change Order No. 001 to Work Authorization 1 – Lane Changeable Message Signs

**Copies:** Tom Nielson, Everett Owen

---

In response to a May 18, 2006 letter entitled RFP for Lane Related Change Orders to Work Authorization No. 1, and specifically to Item #3 in the letter - Change to quantity and type of Lane Changeable Message Signs (LCMS), we have reviewed the Caseta's proposal and the issues related to this item and offer the following for your consideration.

The purpose of this proposed Change Order is to both reduce the number of LCMS's and to change the sign type as well. The original proposal required twelve LCMS's, however, in the final configuration as currently designed, only six lanes will offer alternative payment methods based on time of day and demand – Brushy Creek Ramp Lanes 1 & 2 in both directions and Park Street Manual Lanes 4 & 11 (one in each direction).

The purpose of the LCMS's is to notify customers, as they approach the payment point, of the payment type that is currently being accepted. This applies only to lanes that support multiple methods of payment.

Although Caseta's original proposal met the contract requirement, this change was requested to:

1. Conform to a new TxDOT "standard" sign being utilized on the CTPP Projects;

301 Congress Avenue, Suite 650 Austin, TX 78701

Telephone: (512) 996-9778 / Fax: (512) 996-9784 / [www.mobilityauthority.com](http://www.mobilityauthority.com)

Robert E. Tesch, *Chairman* • Lowell H. Lebermann, Jr., *Vice-Chairman* • Robert L. Bennett, Jr., *Treasurer*  
Henry H. Gilmore • James H. Mills • David Singleton • Johanna Zmud Ph.D. • Mike Heiligenstein, *Executive Director*

2. Provide a sign that more clearly depicts the type of toll collection being offered in that lane;
3. Provide a sign that has improved readability; and
4. Provide a sign that reduces confusion and improves safety



Example of Original Sign Type



Example of Proposed Sign Type

Due to the lead time required for the signs, this item is being responded to first, with the intent of getting the approval at the July Board Meeting.

### Cost

The total cost impact of this proposed change order is calculated as follows:

\$ 520,579.80	Total cost for new signs and installation
<u>\$ 159,515.29</u>	Less: Amount bid in original proposal
\$ 361,064.51	Net Impact of Change Order #001

Caseta's bid is based on a quote directly from the manufacturer and quote from an electrical subcontractor to install and connect the signs. The markup, 15% on equipment and 5% on subcontractor labor, are per TxDOT Maroon Book standards, and the quote is in line with what others have paid for similar signs.

\$ 7,980,093.06	Original Work Authorization No. 1 Bid Price
\$ 406,674.68	Additional Work Authorizations
\$ 0.00	Previously Approved Change Orders
<u>\$ 361,064.51</u>	This Change Order - # 001
\$ 8,747,832.25	Total Adjusted Contract Price

\$12,622,000.00	Total Available for Toll System Integration
\$ 3,874,167.75	Remaining Contingency for Toll System Integration

The GEC has reviewed the subject Change Order and recommends approval.





Central Texas Regional  
Mobility Authority

# Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Caseta Technologies, Inc.
2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_
3. Type of Change (on federal-aid non-exempt projects): \_\_\_\_\_
4. Reasons: 2C, 3B (3 Max. - In order of importance - Primary first)
5. Describe the work being revised: CTRMA has requested that we change the Custom Lane Message sign from the original specified sign to the Daktronics Vanguard LED Variable Message sign to keep a constant regional look and feel to the toll rolls in the Austin district.  
NOTE: Terms of the vendor require a 50% payment on PO which will be billed to the Authority at time invoice is released.  
A Storage Charge may be added if installation is delayed from current schedule.

CCSJ:	_____
Project:	<u>183A Turnpike</u>
Highway:	<u>183A Turnpike</u>
County:	<u>Travis, Williamson</u>
District:	<u>Austin</u>
Contract Number:	_____
Fed. Aid Exempt:	<input type="checkbox"/>
Fed. Aid Non Exempt:	<input type="checkbox"/>

6. New or revised plan sheet(s) & sketch(es) are attached and numbered:

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 _____</p> <p>By _____</p> <p>Typed/Printed Name _____</p> <p>Typed/Printed Title _____</p>	<p><b>The following information must be provided</b></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>\$361,064.51</u></p> <hr/> <p><b>For CTRMA use only:</b></p> <p>Original Contract Amount: <u>\$7,980,093.06</u></p> <p>Revised contract amount to-date: _____</p> <p>CO portion financed by 3rd party funding: <u>\$0.00</u></p>
---	---

RECOMMENDED FOR EXECUTION BY:

APPROVAL:

Richard Ridings 7/19/06  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
RICHARD L. RIDINGS  
 GEC, Project Manager

CTRMA, Director of Operations \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  REQUEST APPROVAL

CTRMA, Director of Engineering \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  REQUEST APPROVAL

CTRMA, General Counsel \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  REQUEST APPROVAL

CTRMA, Executive Director \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED



# Central Texas Regional Mobility Authority

CHANGE ORDER NUMBER: 1

CCSJ: \_\_\_\_\_  
 Paid by Invoice? Y  N

TABLE A: Force Account Work and Materials Placed P \_\_\_\_\_ Estimated Cost: \$520,579.80

Item	Equipment	UNIT	UNIT PRICE	QUANTITY
1	Vanguard LED Variable Message Sign	6	68,000	\$408,000.00
2	Sign Controller, Six (6) LED Display Mod	1	9,200	\$9,200.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00

Total Material **\$417,200.00**

Item	LABOR	Number Of Personnel	Number Of Hours	Hourly Rate	Total
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
Total Labor					\$0.00

Item	Material	Number Of Hours	Rental Rate	Operating Cost	Total
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
Total Equipment					\$0.00







## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E (CTRMA design) 1B. Incorrect PS&E (consultant design) 1C. 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 CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during 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 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 (CTRMA responsibility for ROW) 6C. Utilities not clear 6D. Other

**Quote**

Caseta Technologies  
 701 Brazos Street, Suite 500  
 Austin, TX 78701

Quote #204632-1  
 4 January 2006

Attn: Dusty Deitiker  
 Phone: (512) 968-2068  
 E-mail: dusty@caseta.com

Valid for 90 Days

RE: Toll Plaza Message Signs

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	<b>Vanguard® LED Variable Message Sign</b> Model: VF-2350-96x96-6-RGB <b>Includes:</b> <ul style="list-style-type: none"> <li>• One (1) Year Gold Warranty (Parts Only)</li> <li>• Professional Engineer certification of VMS housing structural design</li> <li>• Vanguard® Central Control Software</li> <li>• Field demonstration test</li> <li>• One (1) internally mounted sign controller</li> <li>• Integrator's Toolkit CD</li> <li>• Project Management, Engineering Design</li> </ul>	6	\$68,000	\$408,000
2	<b>Spare Parts</b> <b>Includes:</b> <ul style="list-style-type: none"> <li>• One (1) sign controller</li> <li>• Six (6) LED Display Modules</li> <li>• One (1) CAN Distribution Board</li> <li>• Two (2) 24v Power Supplies</li> <li>• One (1) Temp/Light Sensor</li> <li>• Four (4) Air Filters</li> <li>• One (1) Fan</li> </ul>	L.S.	\$9,200	\$9,200
3	<b>Shipping</b> From Brookings, SD to Austin, TX	L.S.	\$6,150	\$6,150
4	<b>Installation Support &amp; Training</b> <b>Includes:</b> <ul style="list-style-type: none"> <li>• Four (4) days on-site Installation Support</li> <li>• Four (4) hours of Software Training</li> <li>• Four (4) hours of Maintenance Training</li> <li>• Travel expenses for Daktronics technician from Brookings, SD to Austin, TX</li> </ul>	L.S.	\$7,500	\$7,500

**Total Package Price** ..... **\$430,850**



Quote

**Excludes:**

- Optional items listed herein
- VMS support structure and structure footing (engineering, material, and installation)
- VMS mounting hardware (nuts, bolts, washers, shims, etc.)
- Control equipment mounting pad (material and installation)
- Control equipment physical installation (off-loading from delivery truck, mounting on pad, etc.)
- VMS physical installation (off-loading VMS from the delivery truck, lifting, hanging, mounting, etc.)
- Lane closures and other traffic management costs during VMS installation, VMS testing, and maintenance
- VMS and control equipment cabinet earth grounding
- Power and signal conduit, incoming to the VMS (1.5-inch conduit is typical, but requires buyer verification)
- Power cabling, VMS to control cabinet
- Electrical power, start up and operating fees
- Communications cable and equipment (telephone, fiber, or CDPD communications backbone and its installation)
- Communications service start-up and operating fees
- Payment/Performance bonds and permits

**Optional Items:**

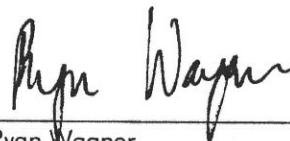
1. Extra on-site VMS support – this fee is for instances when the buyer requests Daktronics on-site presence, but our personnel are unable to work because the VMS sites are not ready. These charges are not assessed in the event of inclement weather or if we underestimate our required on-site time:
  - On-site support labor: \$980 per day
  - On-site support travel: \$1,600 per round trip from South Dakota to job site
2. VMS signal cable (VMS to control equipment cabinet) in excess of the quantity quoted: \$1.35 per linear foot

**Daktronics Project Lead Times:**

1. VMS technical submittal: 30 days after receipt of Purchase Order.
2. VMS equipment and software delivery: 90 days after receipt of approved submittal.
3. Our VMS installation support and training staff can be on-site with two (2) weeks advance notice from buyer.

**Credit Terms**

- If a payment bond containing terms reasonably acceptable to Daktronics secures the order, we are generally flexible on terms. These terms may include progress payments or other options depending on credit review and contract structure.
- If the contract is not secured with a payment bond, the payment terms are subject to review of the contract structure and credit of receiver.
- If no prior arrangement has been agreed to, terms are 50% due with order and 50% prior to shipment.
- Refer to standard terms & conditions for charge on late payments.



Ryan Wagner  
Project Manager

Please See Attached Documentation:

- SL-2374 Standard Warranty & Limitation of Seller's Liability
- SL-2375 Standard Terms & Conditions



=== COVER PAGE ===

TO: \_\_\_\_\_

FROM: TEAM TITUS

FAX: 5123390000

TEL: 5123391111

COMMENT: TEAM TITUS-SIMPLY THE BEST!



Titus Electrical  
Contracting

615 W. Yager Lane  
Austin, TX 78753



To: <b>Dusty / Darby</b>	Phone: <b>968-2068</b>	RE: <b>SIGN INSTALLATION</b>
Company: <b>CHSETA</b>	Fax: <b>450-6307</b>	Date: <b>7-18-06</b>
From: <b>Scott Henry</b>	Phone: (512)339-1111	Pages: <b>-1- exc. enr.</b>
	Fax: (512)339-0000	

**Dusty / Darby**

Here is our PROPOSAL to install the DISPLAY SIGN you spoke of yesterday.

Let me know if you have any questions

Thanks, **Scott**  
cell **844-3149**

www.titus-electrical.com



Total Quality Commitment

**Titus Electrical Contracting, Inc.**

Commercial & Industrial Electrical Contractors



Austin, TX 78753  
512-339-1111  
fax 339-0000

# Electrical Quotation

www.titus-electrical.com

## "Total Quality Commitment"®

CUSTOMER:	CASETA	TITUS PROJECT MGR:	SCOT HENRY
CONTACT:	DARBY, DUSTY DEITIKER	TITUS PROJECT NO.:	
ELEC ENGINEER:		TITUS QUOTE NO.:	C2-071806-A
PROJECT:	Display Sign for Caseta @ Toll Plaza 183A	SUBMIT DATE:	Tuesday, July 18, 2006
LOCATION:	183A	PLAN DATE:	NONE - Email 7/17/06

DESCRIPTION: PROPOSAL FOR ELECTRICAL CONSTRUCTION!

GENTLEMEN;

We are pleased to present the following electrical quotation for your consideration.

SCOPE: Provide Labor & Materials and equipment to install (1) 630lb. LED Display Sign including (FBO) final connection for power. Ethernet wiring to be provided under separate contract.

Our proposal is based on providing 1- Boom Truck and 1- Bucket Truck with operators for (1) 8- hour day, materials and labor to make final connections.

We are assuming the sign is in (1) complete unit which does not require assembly.

Support hangers, brackets, and hardware, as well as ancillary equipment provided by others

BASED ON PLANS DATED	Verbal Request and Email sent to TEC from Dusty 7/17/06				
BASED ON PLAN PG(S)	N/A				
BASED ON SPEC SECTION(S)	N/A				
Fire Proofing	exc	General Cleanup	exc	Data	exc
Hanger Wires	exc	Disposal Facilities	exc	Security	exc
Access Panels	exc	Controls/Interlocks for Other Trades	exc	Television	exc
Formed Concrete	exc	Motor Starters for Other Trades	exc	Demolition	exc
Sawcut, Breakout, And/Or Pourback	exc	Fire Alarm	exc	Temporary Power	exc
Rock Excavation	exc	EMS	exc	Utility Fees (See Below If Yes)	exc
Spoils Removal	exc	Communication	exc	Permit Fees (See Below If Yes)	Y
	exc		exc		exc

BASE ELECTRICAL:	3996.00	
TAX:	.0825	0.00 Excluded unless noted otherwise
PERMIT:		0.00 Included in Base
UTILITY FEES:		0.00 Excluded unless noted otherwise
BOND:	.00	0.00 Excluded unless noted otherwise
TOTAL COST:	3996.00	Excludes alternates - see below

BID ALTERNATES: (unless specifically stated under COMMENTS section, tax and bond are not included on alternates)

QTY	DESCRIPTION	AMOUNT	COMMENTS

Conditions of proposal: No inferences have been made beyond the explicit detail of the plans and specifications. Any alteration or deviation from the specifications of this proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above this quotation. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreement's contingent upon strikes, accidents or delays (including shipping and manufacturing) beyond our control, Owner and/or General Contractor to carry fire, tornado, builders risk, and all other necessary insurance. Owner and/or General Contractor to provide trash disposal facilities. Rock excavation is excluded unless specifically noted above and will only be performed as an extra. Payment terms are strictly net (10) days from date of invoice. All past due moneys accrue interest from due date at 18% annually or the maximum allowed by law, whichever is lower. Further, you may be liable for any legal costs associated with collection of said accounts. This quotation is valid for (10) days from the date of issuance. Any contract issued based upon this quote is subject final acceptance by Titus Electrical Contracting. By accepting this proposal, you agree to the terms stated above.

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

**RESOLUTION NO. 06-42**

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

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in a minute order approved on August 25, 2005, the Texas Transportation Commission authorized the CTRMA to pursue the development of the US 290 East Toll Project (the Project); and

WHEREAS, the General Engineering Consultant retained by the CTRMA (the "GEC") has developed a scope of work and proposed budget for work necessary for the continuation of those professional services and deliverables required to complete the procurement of a development team to enter into a comprehensive development agreement (CDA) with the CTRMA to design and construct the Project; and

WHEREAS, a copy of that proposed scope of work and budget is contained in Work Authorization No. 5.4, attached hereto as Attachment "A"; and


WHEREAS, the CTRMA Board of Directors must approve Work Authorization No. 5.4 before the GEC may proceed with work thereunder; and

WHEREAS, the GEC has represented to the staff of the CTRMA that the work reflected in Work Authorization No. 5.4 and the cost thereof is necessary and appropriate to pursue the development of the Project.

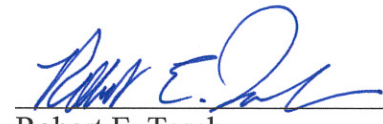
NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves Work Authorization No. 5.4, attached hereto as Attachment "A", provided that any work commenced under Work Authorization No. 5.4 be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July, 2006.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 06-42  
Date Passed 07/26/06

**ATTACHMENT "A"**  
**To**  
**Resolution No. 06-42**  
**GEC Work Authorization 5.4 for Continuation of Procurement Process**  
**for the US 290 East Toll Project**

**EXHIBIT B****WORK AUTHORIZATION****Work Authorization No. 5.4**

This Work Authorization is made as of this 26<sup>th</sup> day of July, 2006, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 1st, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). The contract award amount of this Work Authorization is **\$2,018,078.00**. This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*US 290E CDA Procurement & Technical Services*

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Refer to 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.

Refer to Attachment A – Scope of Work

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

Refer to 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 under this Work Authorization are expected to be substantially complete within **12 months** from the date this Work Authorization becomes effective. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$2,018,078.00** based on Attachment B-Fee Estimate and Attachment C-Fee Schedule. The Authority and the GEC agree that the budget amounts contained in Attachment B-Fee Estimate for the various companies and firms composing 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 Owner.

Compensation shall be in accordance with the Agreement.

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

**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

GEC: HNTB Corporation

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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



**CENTRAL TEXAS RMA****ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 5.4****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT (GEC)**

This scope of services includes the provision of professional services and deliverables for various tasks related to the study of tolling projects.

**Task 1: CDA Procurement**

This scope of work includes the continuation of those professional services and deliverables required to complete the procurement of a development team to enter into a comprehensive development agreement (CDA) with the Central Texas Regional Mobility Authority (CTRMA) to design and construct the US 290E Toll Project (the Project). The selected development team should consist of participating firms whose abilities, professional skills, and experience qualify them to design and construct the Project for the CTRMA. Only one development team will be selected to enter into the CDA for the Project.

In summary, this scope will entail those services required to assist the CTRMA in: the preparation & issuance of a Request of Detailed Proposals (RFDP); the issuance of clarification and addenda; the attendance at meetings; the receipt and assessment of submitted Detailed Proposals; and the presentation of final recommendations.

**RFDP Phase**

- ▣ Working jointly and cooperatively with the CTRMA, compile industry review comments and meeting documentation. The GEC will prepare correspondence for execution by the CTRMA distributing the Final RFDP to shortlisted proposers.
- ▣ Plan, organize, and administer a series of workshops to be attended by CTRMA staff, legal counsel, financial advisers, GEC staff, and shortlisted respondents. These workshops will be held to allow shortlisted proposers the opportunity to ask questions / request clarifications on the Final RFDP; it will also provide the shortlisted proposers the opportunity to solicit preliminary feedback regarding potential Alternative Technical Concepts they intend to include in their Technical Proposals. The GEC will solicit information from the shortlisted proposers such that agendas and related documents / exhibits can be prepared and distributed prior to the workshops; minutes of all workshops will also be prepared by the GEC. The GEC will evaluate questions (oral and written) posed at the workshops (and submitted later in writing) and draft answers for consideration by the CTRMA. Upon receipt of CTRMA approval, the GEC will assemble and distribute CTRMA answers to questions.



- Prepare and issue all addenda to the Final RFDP, if required, suggested by meetings, discussions, workshops, questions posed by potential respondents, and clarifications suggested and / or approved by the CTRMA; addenda will also include status updates on Reference Documents originally included in the RFDP, if required.
- Working with the CTRMA staff and counselors, develop a detailed and thorough two (2) part procedure and methodology for evaluating the Proposals to be submitted by the shortlisted proposers, as follows:
  - Initial Proposals, which include conceptual information pertaining to Alternate Technical Concepts (ATCs) will be evaluated. The evaluation procedure and methodology for the Initial Proposals will include a detailed review by a Technical Subcommittee approved by the CTRMA; this review will be completed such that recommendations of “Accepted”, “Conditionally Approved” or “Rejected” will be made for each component of the Initial Proposal.
  - Technical Proposals, which include detailed information pertaining to the development of the minimum interim build scenario of the Project as defined in the Final RFDP, innovative financing plans, opening schedule, and overall approach to the project will be evaluated. The evaluation procedure and methodology for the Technical Proposals will utilize the “Best Value Concept” process and will include detailed reviews by a series of specialized Technical Subcommittees approved by the CTRMA. The findings of each Technical Subcommittees’ review will be documented for presentation to the Detailed Proposal Evaluation Committee (appointed by the CTRMA) such that an objective evaluation process can be completed by each Committee member for each proposal. Upon completion of the individual Committee member evaluation / scoring, an average of all scores will be prepared for each Proposal.

Upon receipt of CTRMA approval on the evaluation procedures and methodologies, a workshop will be held to convey this information to the Detailed Proposal Evaluation Committee appointed by the CTRMA.

- Develop a secure system for receiving, handling, distributing, tracking, storing, and dating all documents, correspondence, facsimile transmissions, and other telecommunications after the date of acceptance of the Final RFDP. Search and locate a secure site acceptable to the CTRMA to store all documents and correspondence received and created on and after the date of receipt of the Final RFDP. With the assistance of the CTRMA staff, create and maintain a list of parties who have been authorized access to the secured data by the CTRMA staff. Create a controlled system in which the evaluators must check out, check in, and be recorded as holding the secured data.
- Perform detailed reviews of Alternative Technical Concepts (ATCs) submitted by the shortlisted proposers. These ATCs will include proposed changes to the minimum project requirements set forth in the Final RFDP. The GEC will establish an ATC Review Core Team composed of senior level staff to lead the review of these Concepts. Upon completion of the GEC review, recommendations will be made to the CTRMA

regarding which ATCs should be accepted, conditionally approved, or rejected. Upon acceptance of the GEC's recommendations by the CTRMA, the GEC will assist the CTRMA in obtaining necessary agency approvals, including Texas Department of Transportation (TxDOT) and Federal Highway Administration (FHWA), if required. The GEC will attend meetings with the CTRMA to present and discuss the selected ATCs with TxDOT and FHWA; written comments will be formally requested from both agencies.

- Prepare correspondence for execution by the CTRMA transmitting the findings of the CTRMA's evaluation of the Initial Proposals (as defined in Tasks 2.7 and 2.8). This correspondence will be utilized by the shortlisted proposers during their preparation of their Technical Proposals.
- Receive and commence detailed reviews of the Technical Proposals submitted by the shortlisted proposers, which include detailed information pertaining to the development of the minimum interim build scenario of the Project as defined in the Final RFDP, innovative financing plans, opening schedule, and overall approach to the project; review of the associated price proposals submitted by the shortlisted proposers defining their maximum price for the aforementioned minimum interim build scenario of the Project will also be reviewed. The GEC will establish a series of specialized Technical Subcommittees approved by the CTRMA to evaluate the thoroughness and quality of the Technical Proposal responses to each inquiry item contained in the Final RFDP utilizing the evaluation procedures and formulae adopted by the CTRMA. There may be other unsolicited technical, contractual or financial proposals in addition to the base guidelines provided by the CTRMA in the Final RFDP; such alternate responses also shall be evaluated and reported by the GEC. The GEC will prepare documentation of the findings resulting from the Technical Subcommittee evaluations; meetings with CTRMA staff, legal counsel, and financial advisors will also be held to discuss same.
- Assist the CTRMA in the identification and selection of the "Best Value" Proposal. An evaluation outline will be prepared which documents the procedure followed during the evaluation of the Proposals, indicating what measurable developer performance categories were identified and individually analyzed. Using the outline, a detailed summary report of the review and analysis process followed by the GEC will be prepared, describing how the evaluators used the analytical work performed by the GEC to rank the responses in a best value order.
- Serve as a resource participant with the evaluators and the CTRMA staff in delivering final reports and recommendations for best value developer selections and designations to the Committee and to the Board. GEC will also prepare final reports summarizing the deliberations, actions, and recommendations of the Committee and the Board relative to the review and consideration of the Proposals and their final selection and designation of the developer for the Project based on the "Best Value" evaluations.

### **Post RFDP Phase**

- ▣ Assist CTRMA in identifying Proposer commitments and negotiating the final agreement language.
- ▣ Assist CTRMA in reviewing insurance and bond documents for inclusion in the conformed CDA.
- ▣ Assist CTRMA in preparing the final conformed CDA document for execution.
- ▣ Conduct debriefings on behalf of the CTRMA, under the guidance of general counsel of the CTRMA, for respondents to the RFDP that were not selected to enter CDA with the CTRMA.
- ▣ Final filing and documentation.

### **Task 2: Pavement Design**

The project will involve the reconstruction of US 290E from East of US 183 to East of Parmer Road. The pavement reconstruction will include main lanes, ramps, and frontage roads. All pavement designs will be prepared to TxDOT Pavement Design Report standards. The purpose of this investigation is to provide pavement cross section designs for inclusion in the Request for Detailed Proposals to be distributed to the short listed developers for the Comprehensive Development Agreement (CDA). Proposed pavement section cross sections and pavement thickness designs will be based on traffic data provided by URS according to the TxDOT Traffic Analysis Report for pavement design from Transportation Planning and Programming Division (TP&P).

Rigid Portland cement concrete pavements will be designed using the AASHTO Design and Rehabilitation for Windows program, DARWIN. Flexible hot mix asphalt concrete pavements will be designed using the TxDOT Flexible Pavement Design System for Windows program, FPS19W. A pavement design report for all identified sections will be prepared and submitted to TxDOT for review.

#### **Review Current Conceptual Design:**

- ▣ Hold kickoff meeting TxDOT Austin District staff.
- ▣ Review current design concept including preliminary planned pavement cross-section materials & thickness.
- ▣ Identify possible different pavement design section limits based on traffic levels, soil conditions, and construction phasing (to be provided by others).
- ▣ Develop a pavement type alternative matrix for analysis and discuss with TxDOT.

**Develop Design Inputs For New Pavement Design Based on Geotechnical Investigations by others**

- ▣ Identify final pavement design section limits (based on traffic levels, soil conditions, and construction phasing)
- ▣ Estimate modulus values for design (subgrade and new pavement layers)
- ▣ Define current design constraints and performance requirements

**Develop New Pavement Designs using FPS 19W or DARWIN**

- ▣ Identify new pavement design section limits (based on subgrade support, traffic level, and alternative materials)
- ▣ Design up to 16 new pavement cross sections using AASHTO and/or TxDOT design methods and provisional traffic data. These sixteen (16) alternatives are summarized as follows:
  - Main Lanes – Assume two (2) different cross sections are needed due to a change in traffic level or soil conditions and that the cross sections are Rigid pavement on non-erodable base, either cement treated base or hot mix asphalt base. This is a total of four (4) cross section alternatives to analyze.
  - Frontage Roads – Assume two (2) different cross sections are needed due to a change in traffic level or soil conditions and that the cross sections at the intersections are Rigid pavement on non-erodable base, either cement treated base or hot mix asphalt base and that the cross sections on tangents between intersections are Flexible pavement on either hot mix asphalt concrete base or flexible base. This is a total of eight (8) cross section alternatives to analyze.
  - Ramps – Assume two (2) different cross sections are needed due to a change in traffic level or soil conditions and that the cross sections are Rigid pavement on non-erodable base, either cement treated base or hot mix asphalt base. This is a total of four (4) cross section alternatives to analyze.
  - Design one (1) overlay and maintenance strategy for each of the six (6) design cross sections to achieve the desired ultimate life as specified by the Comprehensive Development Agreement (CDA)

**Prepare Report**

- ▣ Prepare draft TxDOT pavement design report summarizing new pavement designs.
- ▣ Provide table of cross section thicknesses for main lanes, frontage roads, and ramps.
- ▣ Provide table of final design assumptions including required material strengths and the correlated TxDOT design specification, with notes about material types to provide the assumed design strengths

- ▣ Update and Prepare Final TxDOT Pavement Design Report based on TxDOT / CTRMA comments and final pavement designs

### **Assumptions**

- ▣ TxDOT will provide GEC with preliminary planned cross section information from TxDOT records, requested TxDOT traffic data projections, copies of previous geotechnical reports and any available materials testing reports.
- ▣ No pavement life cycle cost analysis is included in this scope of work.
- ▣ TxDOT will advise GEC of any changes in the future roadway improvements related to major fills or cuts, which would affect the pavement subgrade design parameter.
- ▣ GEC is not planning to obtain any FWD non-destructive testing. Such testing would be additional scope. FWD testing and analysis can be added to the project scope if in the future if cross sections of the existing US 290E needed to be evaluated for incorporation into the design. Under that scenario the existing cross section and be tested with FWD and the remaining life estimated. For example, this would apply if the existing west bound main lanes of US 290E would become the new west bound frontage road lanes of the final reconstructed US 290E.
- ▣ Scope does not include steel reinforcement design.
- ▣ Changes in provided traffic projections will require additional services to re-run pavement thickness designs.

### **Task 3: Project Development Support**

The Consultant will provide continued support to the CTRMA as required during the project development process. Specific efforts will include:

- ▣ **TIFIA Loan Application:** Assist the CTRMA in the development of the TIFIA loan application for the project. This will include preparation of various elements of the TIFIA loan form & associated documentation; will also include participation in the coordination efforts as directed by the CTRMA.
- ▣ **Engineering and Technical Support:** Provide various engineering and technical tasks as requested by CTRMA including but not limited to: horizontal and vertical alignment refinements, environmental efforts, reports and research, presentations and meetings.
- ▣ **TxDOT Coordination:** Provide appropriate staff as part of the continued coordination efforts between the CTRMA and TxDOT. Consultant will provide coordination efforts on the CTRMA's behalf at the direction of the CTRMA.
- ▣ **T&R Consultant Coordination:** Provide continued coordination & support of the CTRMA T&R Consultant as directed by the CTRMA.

- ▣ Project Development Agreement (PDA): Continue to assist in the development of the PDA, generation of PDA exhibits, review of PDA drafts, and TxDOT coordination support.
- ▣ Project Cost Estimate, schedule, update financial feasibility calculations & provide Official Statement Support: Perform updates to preliminary cost estimate, schedule, and financial analysis necessitated by the ongoing project scoping / sizing process. Develop and certify the engineers report for OS. Review and comment on the OS as requested by CTRMA.
- ▣ Provide DBE outreach and Public Involvement support as requested by CTRMA.

#### **Task 4: Utility Coordination**

Continue planning and coordination efforts associated with relocation of utilities on the project. This will include:

- ▣ Attending meetings and coordinating with TxDOT representatives
- ▣ Reviewing Level B SUE information provided by TxDOT
- ▣ Meeting with Utility Owners
- ▣ Update utility relocation cost estimate based on Level B SUE information
- ▣ Develop master list of utilities based on Level B SUE information
- ▣ Attend One –on –one meetings with Developers
- ▣ Prepare for and conduct Utility Workshop for all Developers
- ▣ Review and Evaluate Project Proposals

#### **Task 5: Traffic Analysis**

The GEC will provide a traffic analysis for inclusion in the Project RFDP which will provide the appropriate number of lanes and lane configuration for the Project. The analysis and report will indicate the following:

- ▣ Signal Warrants at all signal locations based on opening year volumes
- ▣ Ultimate and interim intersection configuration including number and length of storage bays
- ▣ Ultimate and Interim number of lanes on the mainlanes including aux lanes and merge/diverge lanes



- Ultimate and Interim number of lanes on the frontage roads including aux lanes and merge/ diverge lanes

The following tasks will support this effort:

- Review Toll Traffic Forecasts for US 290 East: Review daily toll forecasts from URS Investment Grade T&R study, available traffic counts and forecasts from other sources, and develop traffic flow diagrams to assess differences among data from different sources.
- Conduct Forecast Validation Checks and Adjust for Concept Refinements: Apply rational adjustments to daily traffic forecasts derived for financial analysis (T&R) for use in project design. Conduct validation of forecasts against available traffic counts and other available project forecasts based on comparison data from Task 3.1. Adjust traffic patterns to match any recent changes in the project concept plan.
- Development of Design Year AM and PM Turning Movement Volumes: Based on information collected, develop design year AM and PM peak hour traffic forecasts for the years 2010 and 2030 based on the adopted project concept plan. Document design hour forecasts on conceptual diagrams of the project. Coordinate with TxDOT Transportation Planning & Programming Division (TPP) regarding project forecast refinement efforts and necessary forecast approvals.
- Intersection Operations Analysis and Optimization: The Consultant will apply traffic signal timing and optimization software to develop optimal traffic signal timing plans, specify turn lane use assignments at signalized intersections, and develop intersection design recommendations for the highway design team. Specific efforts will include:
  - Conduct Signal Warrant Analysis: Based MUTCD guidelines, signal warrants will be developed for all intersections on the project using opening day volumes.
  - Code Roadway Network and Signal Timing: Code roadway network consisting of frontage roads, cross roads, slip ramp terminals and significant minor streets and driveways that intersect with frontage roads and crossroads using the SYNCHRO traffic signal analysis and timing optimization software. Add traffic signals and traffic control devices to at-grade intersections.
  - Code AM and PM Design Hour Traffic Forecasts: Code AM and PM peak hour traffic forecast for years 2010 and 2030 into copies of the SYNCHRO roadway network from Task 4.1. Modify traffic signal timing to optimize operations for each traffic forecast pattern.
  - Evaluate and Optimize Intersection Geometry: Evaluate and document turn lane assignments and intersection geometric improvement requirements for both 2010 and 2030 conditions. Identify geometric deficiencies that may require a change in the intersection design for each year. Document findings and design recommendations including intersection lane assignments for pavement marking design, and turn bay storage length requirements to provide acceptable operations under tolled traffic conditions.
  - Develop Optimized AM and PM Peak Hour Signal Timing: Develop opening and horizon year traffic signal phasing, timing and coordination plans for AM and PM

- peak conditions. Recommend optimal off peak timing plan to minimize delay under lower traffic flows.
- Summarize and Document AM & PM Peak Hour Intersection Level of Service: Summarize intersection performance measures and level of service from the SYNCHRO software analysis results for inclusion in the study report. Document key findings and recommendations.
- Freeway & Frontage Road Systems Operations Analysis: The Consultant will evaluate lane capacity and configuration on mainlanes, ramps, and frontage roads using highway capacity manual criteria. Recommendations on required number of interim and ultimate lanes, auxiliary lanes, and merge and diverge areas will be presented. In addition to HCM capacity analysis the Consultant will develop a traffic operations simulation model of the project and significant connecting roadways to assess the operations of both highway and urban street elements of the project, and apply the model to evaluate the performance of the project as a whole. The consultant will prepare videos of animated traffic simulation model runs to demonstrate project performance at stakeholder meetings. Specific efforts will include:
- Code Roadway Network Geometry and Traffic Signals: Code roadway geometry and basic traffic control characteristics into the VISSIM traffic simulation model.
  - Develop Design Year AM and PM Peak Hour Traffic Simulation Models: Code AM and PM peak hour traffic forecasts for year 2010 and 2030 conditions into copies of the VISSIM model for the project. Import or code optimized traffic signal timing and coordination from the SYNCRHO software into the VISSIM model. Refine and validate simulation model control parameters to ensure realistic traffic flow performance. Evaluate peak hour performance of the highway elements of the project (main lanes, ramp junctions, weaving areas, ramp roadways, direct-connect ramps). Test and document recommended design enhancements to address noted operational issues on the highway elements of the project.
  - Conduct Traffic Operations Analysis, MOE Estimation and Animation: Generate and summarize traffic operations performance measures from VISSIM simulation model runs. Estimate and document level of service of project roadway elements for the study report. Develop video files of animated traffic simulation activity for use in stakeholder meetings to discuss performance issues and/or demonstrate the projected performance of the project concept.
- Report Preparation: The Consultant will develop a draft report summarizing the results of the traffic forecasting and analysis tasks conducted for the study, and address comments to finalize the report for delivery to CTRMA. Reports will be delivered in both hard copy and electronic formats. Specific efforts will include:
- Create Draft Report: Assemble traffic forecasts, performance measures, level of service, and design recommendations into a report outline. Develop a concise discussion of the study efforts and results. Conduct quality assurance review of draft document and publish for delivery to CTRMA & TxDOT.



- Refine Traffic Analysis Results: Refine traffic forecasts and/or analysis results based on CTRMA & TxDOT comments regarding the analysis and recommendations from the draft report.
- Revise Draft Report into Final Report: Address comments from project stakeholders. Finalize changes to draft. Conduct final quality assurance review and publish for delivery to CTRMA and inclusion in the RFDP documents.

Attachment B - Fee Estimate

290 East Toll Project HNTB Corporation - Fee Summary- WA 5.4 DRAFT	CTRMA
Summary	
Task 1 - CDA Procurement	\$ 1,310,766
Task 2 - Pavement Design	\$ 52,877
Task 3 - Project Development Support	\$ 407,427
Task 4 - Utility Coordination	\$ 99,377
Task 5 - Traffic Analysis & Simulation	<u>\$ 147,631</u>
	<b>\$ 2,018,078</b>

Attachment B - Fee Estimate

CTRMA

DRAFT

TASK / WORK DESCRIPTION	MAN-HOURS						TOTAL
	A	B	C	D	E	F	
<b>Task 1 - CDA Procurement</b>							
<b>Industry review RFD Phase</b>							
Industry Review RFD			40	80			120
Compile Industry Review RFD			8				8
Transmit Industry Review RFD			80	80			160
Receive / review Industry Review Comments							
Industry Review Meetings (1 per proposer, 3 total)							
Meeting Preparations	8	8	40				56
Meeting Participation	24	12	24				60
Meeting Documentation	12	12	40				64
Incorporate Comments from Industry Review			80	80			160
<b>TxDOT &amp; FHWA Approval Process</b>							
Agency Review Meetings (1 per Agency, 2 total)							
Meeting Preparations	24						24
Meeting Participation	16						16
Meeting Documentation	16						16
Incorporate Comments from Agency Review	8		40				48
<b>RFD Phase</b>							
Compile Final RFD	8		80	40			128
Develop Secure Document Storage / Handling System	4	4	80				88
RFD Workshops (3 workshops)							
Meeting Preparations	8	8	40	40			96
Meeting Participation	24	24	48	40			136
Meeting Documentation		8	24				32
Follow-up Documentation		8	24				32
Responses to questions/ Clarifications							
Assemble Questions	20	100	100				220
Formulate response	40	80	80	20			220
Transmit response			16				16
One on ones (3 per proposer: 9 total)							
Meeting Participation	2	8	2				12
Attendance	80	120	40				240
Follow-up documentation		9	9				18
RFD Addenda (Assume 2 total)							
Preparation of Addenda	40	40	200	120			400
Issuance of Addenda		4	28	60			92
Develop Evaluation Procedure / Methodology							
ATC/VAC Evaluation Manual	20	20	20				60
Technical Proposal Evaluation Manual	20	20	20				60

Attachment B - Fee Estimate

CTRMA

DRAFT

TASK / WORK DESCRIPTION	MAN-HOURS						TOTAL
	A	B	C	D	E	F	
<b>Task 1 - CDA Procurement</b>							
<b>TASK / WORK DESCRIPTION</b>							
Value Added Concept Reviews	40	200	200	120			560
Alternative Technical Concepts (ATCs) Review	120	400	200	200			920
Issuance of Comments On ATC and VAC review	24	24	80	80			208
Technical Proposal Evaluation	160	1200	1000	600			2960
Final Meetings / Deliberations	80	80	80				240
Assist in "Best Value" Selection	80	24	8				112
Assist in Recommendation to CTRMA Board	80	24	8				112
<b>Post REDP Phase</b>							
Conforming/ final Negotiations	80	40					120
Insurance and Bond reviews	40	40					80
Conduct Debriefings of Non-Selected Proposers	16	16					32
Filing and documentation	16	80					96
General Admin	8	48		100	240		396
<b>TOTAL HNTB DIRECT LABOR</b>	1118	2661	2739	1660	240	0	8418
<b>% Total by Classification</b>	13.28%	31.61%	32.34%	19.72%	2.85%	0.00%	

<b>Total Loaded Labor</b>	\$ 227,049	\$ 463,209	\$ 397,322	\$ 173,377	\$ 20,889	\$ -	<b>\$1,281,846</b>
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<b>Direct Expenses</b>	
Plotting and Reproduction	\$ 7,200
Mail and Deliveries	\$ 2,720
misc expenses/ office space	\$ 4,000
Travel and Field Expenses	\$ 15,000
<b>Total Direct Expenses</b>	<b>\$ 28,920</b>

**Task 1 - CDA Procurement** Total \$ 1,310,766

Attachment B - Fee Estimate

CTRMA

DRAFT

TASK / WORK DESCRIPTION Pavement Design	MAN-HOURS						TOTAL
	A	B	C	D	E	F	
1 Review/ Identify Pavement limits/ sections	6	2	8				16
2 Develop design Inputs	4	2	8	8			22
3 FPS 19W or Darwin Pavement Design		2	40	80	60		182
4 Report Preparation			10	20	60		90
5 Meetings and Coordination/ Admin	8	8	12			10	38

TOTAL HINTB DIRECT LABOR		18	14	78	108	120	10	348
% Total by Classification		5.17%	4.02%	22.41%	31.03%	34.48%	2.87%	
Labor Costs	\$	1,260	\$ 840	\$ 3,900	\$ 3,888	\$ 3,600	\$ 200	\$ 13,688
Overhead Costs	1.5228 \$	1,919	\$ 1,279	\$ 5,939	\$ 5,921	\$ 5,482	\$ 305	\$ 20,844
Profit	15.0% \$	477	\$ 318	\$ 1,476	\$ 1,471	\$ 1,362	\$ 76	\$ 5,180
<b>Total Loaded Labor</b>	\$	3,656	\$ 2,437	\$ 11,315	\$ 11,280	\$ 10,445	\$ 580	\$39,712

Direct Expenses

Sulfate Test (7@ \$25)	\$	175
Chloride Test (7@ \$25)	\$	175
pH Test (7@ \$25)	\$	175
Texas Triaxial (5 @ \$2400)	\$	12,000
Plotting and Reproduction	\$	300
Mail and Deliveries	\$	40
Travel and Field Expenses	\$	300
<b>Total Direct Expenses</b>	\$	<u>13,165</u>

Pavement Design

<b>Total \$</b>	<b>52,877</b>
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Attachment B - Fee Estimate

CTRMA

DRAFT

**Task 3 - Project Development Support**

**TASK / WORK DESCRIPTION  
TIFIA APPLICATION**

	A	B	C	D	E	F	TOTAL
Draft application	20	40	20	80	20	8	188
Compile Data					20		40
Develop Exhibits					40		24
2 Meetings with FHWA	8	8		8			
Finalize Application							
Incorporate Comments from Agency Review	8	8	20	20	10	5	71
Incorporate EA		2			4		6
Incorporate T&R		2			4		6
2 Meetings with FHWA	8	8		8			24
<b>Engineering and Technical Support</b>							
Engineering and Technical Support	60	100	300	200	60		720
<b>Misc Coordination</b>							
TxDOT meetings and Coordination	80	80					160
T&R Consultant Coordination	8	40		40			88
Project Development Agreement	16	16			40		72
<b>Cost Estimates and Bond Sale Support</b>							
Cost Estimates and Schedule updates	16	40	80	160			296
Misc Financial Analysis for alternative Phase II options	80	90	120			20	310
Financial Analysis Updates	16	40	40	80			176
Engineering report for POS	16	80	80	100			276
<b>Public Involvement/ DBE outreach</b>							
Public Involvement/ DBE outreach	40	40	140	140		12	372
<b>TOTAL HNTB DIRECT LABOR</b>	376	594	800	836	178	45	2829
<b>% Total by Classification</b>	13.29%	21.00%	28.28%	29.55%	6.29%	1.59%	
<b>Total Loaded Labor</b>	\$ 76,360	\$ 103,399	\$ 116,049	\$ 87,315	\$ 15,493	\$ 2,611	\$401,227

<b>Direct Expenses</b>	
Plotting and Reproduction	\$ 4,000
Mail and Deliveries	\$ 200
Travel and Field Expenses	\$ 2,000
<b>Total Direct Expenses</b>	<u>\$ 6,200</u>

**Task 3 - Project Development Support**      **Total \$ 407,427**

Attachment B - Fee Estimate

CTRMA

DRAFT

**Task 4 - Utility Coordination**

**TASK / WORK DESCRIPTION**

Utility Coordination

TASK / WORK DESCRIPTION	MAN-HOURS						TOTAL
	A	B	C	D	E	F	
1 Meetings with TxDOT	8			80			88
2 Review of SUE	2			140			142
3 Meetings with Utility Owners	8	16		80			104
4 Detailed Cost Estimates	8	40		260			308
5 Attend One on One meetings				40			40
6 Prepare for / Conduct Workshop				20			20
7 Review / Evaluate Proposals				40			40
8 Meeting minutes, records, admin,	2			60	40	60	162

**TOTAL HNTB DIRECT LABOR**

28	56	0	720	40	60	904
<i>3.10%</i>	<i>6.19%</i>	<i>0.00%</i>	<i>79.65%</i>	<i>4.42%</i>	<i>6.64%</i>	
\$ 5,686	\$ 9,748	\$ -	\$ 75,200	\$ 3,482	\$ 3,482	\$ 97,597

**Total Loaded Labor**

Direct Expenses	
Plotting and Reproduction	\$ 200
Mail and Deliveries	\$ 80
Travel and Field Expenses	\$ 1,500
<b>Total Direct Expenses</b>	<b>\$ 1,780</b>

**Task 4 - Utility Coordination**

**Total \$ 99,377**

DRAFT

**Task 5 - Traffic Analysis & Simulation**

**TASK / WORK DESCRIPTION**

**Traffic Analysis & simulation**

	A	B	C	D	E	F	TOTAL
Review URS volumes		8	16	16			40
Develop Peak Hour volumes/Turning Movements	2		16	16	70		104
Signal Warrant	1	8	16	40	40		105
Intersection Model and optimization	8	10	16	20	150		204
Mainlane / Ramp / Fr RD LOS	2		16	40	40		98
Simulations using VISSIM	2	8	50	80	350		490
Produce Report	8	20	50	8	40		126
Meetings, Admin	16	70	16	16		32	166

<b>TOTAL HNTB DIRECT LABOR</b>	39	124	196	236	706	32	1333
<i>% Total by Classification</i>	2.93%	9.30%	14.70%	17.70%	52.96%	2.40%	
<b>Total Loaded Labor</b>	\$ 7,920	\$ 21,585	\$ 28,432	\$ 24,649	\$ 61,448	\$ 1,857	\$145,891

**Direct Expenses**

Plotting and Reproduction	\$ 1,000
Mail and Deliveries	\$ 40
Travel and Field Expenses	\$ 700
<b>Total Direct Expenses</b>	<b>\$ 1,740</b>

**Task 5 - Traffic Analysis & Simulation**

Total \$ 147,631



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

**RESOLUTION NO. 06-43**

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

WHEREAS, the Board of Directors of the CTRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, in Resolution No. 04-48, dated September 29, 2004, the Board of Directors authorized and approved the retention of Kerry Tate Communications, Inc. d/b/a TateAustin ("TateAustin") to provide marketing services for the CTRMA; and

WHEREAS, in Resolution No. 05-19, dated February 23, 2005, the Board of Directors approved execution of a Marketing Services Agreement (the "Marketing Services Agreement") with TateAustin and the Marketing Services Agreement was fully executed and effective as of March 2, 2005;

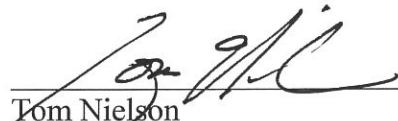
WHEREAS, it has been determined that the Marketing Services Agreement should be amended to address several terms and provisions in a manner that would be beneficial to the CTRMA and its ongoing operations, the proposed amendments being set forth in concept on Attachment "A" attached hereto and incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors authorizes and approves the proposed amendments as set forth in concept on Attachment "A" attached hereto and hereby directs staff to prepare an Amendment to the Marketing Services Agreement which sets forth such amendatory language; and

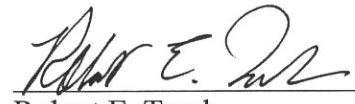
BE IT FURTHER RESOLVED, that the CTRMA Board of Directors hereby approves the entry into the formal Amendment provided for above and authorizes and directs the Executive Director to finalize and execute the Amendment on behalf of the CTRMA, with such Amendment being effective as of the date of such execution by all parties.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July, 2006.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 06-43  
Date Passed 07/26/06

Attachment "A"  
To Resolution 06-43  
Proposed Amendments to TateAustin  
Marketing Services Agreement

1. Eliminate the requirement to complete a signed work authorization. The Contractor will be required to complete tasks at the direction of the CTRMA and within the budget established by CTRMA Board with due oversight through the budgetary process.
2. Extend the contract to June 30, 2007. The contract is currently set to expire on March 1, 2007. This is just before the opening of 183A and in the middle of a budget year. Extending the contract allows the Contractor to complete work associated with the opening of 183A and all staff adequate time to complete a new selection process if necessary. The extension would also allow the contract to align with budget years, making contract management more efficient.
3. Increase the total contract amount from \$750,000 to \$1,200,000. This is consistent with the budgeted amount authorized by the CTRMA Board for the 2006-2007 budget year. With the planned opening of 183A there is a significant boost in the budget for communication and marketing activities. Many of the costs are pass-through costs for advertising, printing and material production activities. These pass-through activities are charged to the TateAustin Contract. With the current public outreach campaign and the increased marketing activities planned through the opening of 183A, it is anticipated the current \$750,000 contract amount will be exceeded before the opening of 183A.

**FIRST AMENDMENT TO  
MARKETING SERVICES AGREEMENT  
BETWEEN  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AND  
KERRY TATE COMMUNICATIONS, INC.**

This First Amendment to the Marketing Services Agreement Between Central Texas Regional Mobility Authority ("CTRMA") and Kerry Tate Communications, Inc. (d/b/a TateAustin) (the "Contractor") is made effective as of the \_\_\_ day of September, 2006, and is for the purpose of amending Articles II, III, and IV and Appendices A-1 and B of the Marketing Services Agreement between CTRMA and Contractor effective March 2, 2005.

Pursuant to action of the CTRMA Board of Directors, reflected in Resolution No. 06-46, dated August 30, 2006, Articles II, III, and IV and Appendices A-1 and B of the Agreement are amended as described below.

ARTICLE II is re-captioned "SCOPE OF SERVICES" and is amended to read as follows:

The Contractor covenants and agrees to provide those services listed in the Scope of Services, as set forth in the attached Appendix A, which is incorporated in this Agreement for all purposes (the "Services"). The Contractor shall perform the Services in a professional and complete manner in all respects. Without limiting any of its other rights under this Agreement or otherwise, the CTRMA may withhold payment of fees or reimbursement of expenses to the Contractor for certain Services if the Contractor's performance fails to comply with any deadline or other provision of this Agreement regarding those Services, and the failure is not due to the fault of the CTRMA. The Contractor will be required to complete tasks at the direction of the CTRMA and within the budget established by the CTRMA Board of Directors with due oversight through the budgetary process.

The first paragraph of ARTICLE III is amended to read as follows:

The term of this Agreement begins on the Effective Date and terminates on June 30, 2007 and may be extended by mutual agreement for up to a maximum of two (2) additional years.

ARTICLE IV, paragraph 1 is amended to read as follows:

**1. Compensation.** As sole and sufficient compensation for the Services under this Agreement, the CTRMA agrees to pay and the Contractor agrees to accept compensation as set forth in the attached Appendix B, which is incorporated in this Agreement for all purposes. Said compensation constitutes full payment for all services, liaison, products, materials, and equipment required to provide and deliver the Services, including, but not limited to, materials, training, equipment used, overhead, and administrative expenses.

ARTICLE IV, paragraph 3 is amended to read as follows:

**3. Invoicing.** The Contractor shall document the Services rendered and the related reimbursable expenses incurred by providing the CTRMA's Executive Director with monthly statements dated (but not necessarily delivered) on the last day of each month. Each monthly statement must detail the Services performed, hours worked and rate, and the reimbursable expenses incurred by the Contractor from, as applicable, the first day of the month through the last day of that month (each such period being called a "Pay Period" under this Agreement). Each monthly statement must include the total amounts payable for the Pay Period, the total amount paid during the then-current calendar year, and such other detail or information as the CTRMA reasonably requests from time to time. The Contractor shall certify each monthly statement as true and correct, and as accurately reflecting the month during which the invoiced Services were provided and the reimbursable expenses incurred.

Monthly statements shall be sent to:

Central Texas Regional Mobility Authority  
301 Congress Avenue, Ste. 650  
Austin, Texas 78701  
Attn: Executive Director

APPENDIX A-1 is no longer incorporated into the Agreement for any purpose.

APPENDIX B is amended and restated in its entirety as follows:

**Appendix B**

**COMPENSATION**

**Payment**

The CTRMA agrees to pay, and the Contractor agrees to accept, as full and sufficient compensation for the performance of all Services, monthly payments based on approved monthly statements, to be submitted to the CTRMA by the Contractor consistent with the requirements of Section IV.3. Payment under this Agreement shall be made within thirty (30) days of an approved monthly statement. This compensation constitutes full payment for all of the Services, including, but not limited to overhead and administrative expenses.

The total amount of this Agreement shall not exceed \$1,200,000.

The Contractor's hourly rate schedule for the project is as follows:

<u>Employee Position</u>	<u>Hourly Rate</u>
Principal	\$200
Transportation Expert	\$200
VP/Director	\$180
Community Outreach Specialist	\$180
Creative Strategy and Brand Development	\$180
Research	\$180
Senior Account Executive	\$160
Creative Execution	\$135
Website Development	\$135
Account Coordination	\$90
Account Administration	\$40

### **Standard Mark-up**

Except as otherwise specified herein, no standard mark-up shall be charged by Contractor for brokerage of goods and services necessary to conduct the business requested by the Client. Client approval (signature) is authority for the agency to proceed. Estimated costs are good for sixty days.

### **Media Buys**

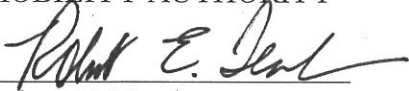
TateAustin will receive a standard commission on media buys not to exceed 1.1765% of the gross placement cost.

### **Compensation of Subconsultants**

As noted in the Contractor's response to the Request for Proposals, the Contractor will employ: Carter Burgess; Briley & Stables Creative; John Langmore; and Grier Bankett as the sole subconsultants providing services under this Agreement, unless the Contractor requests permission to use additional subconsultants and the CTRMA agrees in writing. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of Article IV.1 and IV.2, provided that each subconsultant shall utilize its own hourly rate schedule and that no such rates shall exceed the corresponding rates paid by the Contractor for its personnel of comparable grade, category, and experience, and further provided that CTRMA will have no responsibility or direct obligation for payment to subconsultants for Services rendered in connection with the Contractor's performance under this Agreement.


By their signatures below, the parties to the Agreement evidence their agreement to these amendments set forth above.

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY



Robert E. Tesch  
Chairman, Board of Directors

CONTRACTOR



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Kerry Tate  
President

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

**RESOLUTION NO. 06-44**

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

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


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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of June 2006 and has caused a Financial Report for June 2006 to be prepared which is attached hereto as Attachment "A;"

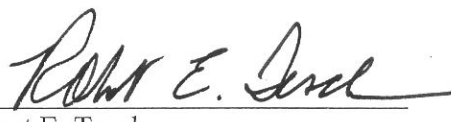
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for June 2006 attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July, 2006.

Submitted and reviewed by:

  
\_\_\_\_\_  
Tom Nielson  
General Counsel for the Central  
Texas Regional Mobility Authority

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 06-44  
Date Passed 07/26/06



INVESTMENT REPORT

Amount in repo

Construction Fund  
Debt Service Fund  
totals

Month Ending 6/30/2006						Balance 6/30/2006	Current Rate as of 6/30/2006	Maturity
Balance 5/31/2006	Additions	Discount Amortization	Accrued Interest	Withdrawals				
103,946,048.73			277,305.07	6,766,468.91	97,456,884.89	3.35%	April 1, 2007	
20,136,257.76			55,000.79	4,827,913.16	15,363,345.39	3.35%	April 1, 2007	
124,082,306.49		0.00	332,305.86	11,594,382.07	112,820,230.28			

Amount in Trustee TexStar

Additional Projects Fund  
Renewal & Replacement Fund  
TXDOT Grant Fund  
Debt Service Reserve Fund

10,812,108.16			43,882.16	212,703.51	10,643,286.81	5.277%	
5,793.29			23.84		5,817.13	5.277%	
5,903,804.90			24,293.02		5,928,097.92	5.277%	
5,331,865.31			21,939.60		5,353,804.91	5.277%	
22,053,571.66		0.00	90,138.62	212,703.51	21,931,006.77		

Amount in TexStar Operating Fund

7,462,391.02	0.00	0.00	29,986.47	245,625.00	7,246,752.49	5.277%	
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Chase Money Market Fund

-Proceeds Fund  
-Operating Fund  
-Additional Projects Fund  
-Construction Fund  
-Debt Service Fund  
-Subordinate Lien DS Fund  
-TXDOT Grant Fund  
-Renewal and Replacement  
-Debt Service Reserve Fund

3,422.60	1,000,000.00		13.54		3,436.14	4.77%	
40,076.94	212,703.51		16,408.40	212,703.51	1,056,485.34	4.77%	
26,250.00	6,766,468.91		57.56	6,766,468.91	26,307.56	4.77%	
3,755.39	3,527,228.30		1,587.60	366.80	5,342.99	4.77%	
92,798.19	1,650,000.00		4.15		3,620,393.29	4.77%	
1,051.08			11,608.54		1,651,055.23	4.77%	
111,330.64			11,255.61	502,517.22	122,939.18	4.77%	
567,608.84			56,436.65	6,187,677.34	76,347.23	4.77%	
5,074,003.18	2,500,000.00		97,738.85	13,669,366.98	1,442,762.49	4.77%	
5,920,296.86	15,656,400.72	0.00			8,005,069.45		

Money Market Fund-payroll

506.11	67,916.21		8.23	68,173.22	257.33	4.77%	
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Amount in Fed Agencies

Amortized Principal  
Accrued Interest

15,406,997.28	6,331,657.20	14,009.29	43,973.57	3,500,000.00	18,252,663.77		
15,406,997.28	6,331,657.20	14,009.29		3,500,000.00	18,252,663.77		

Total in Repo's

Total in Pools  
Total in Money Market  
Total in Fed Agencies

124,082,306.49	0.00	0.00	332,305.86	11,594,382.07	112,820,230.28		
29,515,962.68	0.00	0.00	120,125.09	458,328.51	29,177,759.26		
5,920,802.97	15,724,316.93	0.00	97,747.08	13,737,540.20	8,005,326.78		
15,406,997.28	6,331,657.20	14,009.29	0.00	3,500,000.00	18,252,663.77		

Total Invested

174,926,069.42	22,055,974.13	14,009.29	550,178.03	29,290,250.78	168,255,980.09		
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All Investme the portfolio are in compliance with the CTRMA's Investment policy.

William Chapman, CFO

CTRMA INVESTMENT REPORT

		Quarter Ending 6/30/2006						Current	
Balance	3/31/2006	Additions	Discount	Amortization	Accrued Interest	Withdrawals	Balance	Rate as of	Maturity
							6/30/2006	6/30/2006	
<b>Amount in repo</b>									
Construction Fund	115,723,218.77				898,483.73	19,164,817.61	97,456,884.89	3.35%	April 1, 2007
Debt Service Fund	20,025,357.66				165,900.89	4,827,913.16	15,363,345.39	3.35%	April 1, 2007
<b>totals</b>	<b>135,748,576.43</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,064,384.62</b>	<b>23,992,730.77</b>	<b>112,820,230.28</b>		
<b>Amount in Trustee TexStar</b>									
Additional Projects Fund	14,214,838.77				139,423.64	3,710,975.60	10,643,286.81	5.277%	
Renewal & Replacement Fund	5,746.80				70.33		5,817.13	5.277%	
TxDOT Grant Fund	5,856,422.22				71,675.70		5,928,097.92	5.277%	
Debt Service Reserve Fund	5,289,072.89				64,732.02		5,353,804.91	5.277%	
<b>totals</b>	<b>25,366,080.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>275,901.69</b>	<b>3,710,975.60</b>	<b>21,931,006.77</b>		
<b>Amount in TexStar Operating Fund</b>									
	7,737,974.73	0.00	0.00	0.00	91,402.76	582,625.00	7,246,752.49	5.277%	
<b>Chase Money Market Fund</b>									
-Proceeds Fund	3,397.35	1,012,053.13			38.79		3,436.14	4.77%	
-Operating Fund	27,775.35	3,735,251.59			16,656.86		1,056,485.34	4.77%	
-Additional Projects Fund	7,667.74	404.45			921.96		26,307.56	4.77%	
-Construction Fund	404.45	6,768,442.92			2,964.53		5,342.99	4.77%	
-Debt Service Fund	92,113.20	3,527,228.30			1,051.79		3,620,393.29	4.77%	
-Subordinate Lien DS Fund	1,043.34	1,650,000.00			11.89		1,651,055.23	4.77%	
-TxDOT Grant Fund	46,694.87				76,244.31		122,939.18	4.77%	
-Renewal and Replacement	6,318.09	561,243.75			11,302.61		76,347.23	4.77%	
-Debt Service Reserve Fund	28.10	7,573,975.00			56,436.73		1,442,762.49	4.77%	
<b>totals</b>	<b>185,442.49</b>	<b>24,828,194.69</b>	<b>0.00</b>	<b>0.00</b>	<b>165,629.47</b>	<b>17,174,197.20</b>	<b>8,005,069.45</b>		
<b>Money Market Fund-payroll</b>									
	5,053.32	163,116.21			35.88		167,948.08	4.77%	
<b>Amount in Fed Agencies</b>									
Amortized Principal	18,007,170.70	9,281,168.95			128,647.54		9,075,000.00	18,252,663.77	
Accrued Interest	18,007,170.70	9,281,168.95			39,324.12		9,075,000.00	18,252,663.77	
<b>Total in Repo's</b>									
Total in Pools	135,748,576.43	0.00	0.00	0.00	1,064,384.62	23,992,730.77	112,820,230.28		
Total in Money Market	33,104,055.41	0.00	0.00	0.00	367,304.45	4,293,600.60	29,177,759.26		
Total in Fed Agencies	190,495.81	24,991,310.90			165,665.35	17,342,145.28	8,005,326.78		
<b>totals</b>	<b>18,007,170.70</b>	<b>9,281,168.95</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,075,000.00</b>	<b>18,252,663.77</b>		
<b>Total Invested</b>									
	187,050,298.35	34,272,479.85	39,324.12	1,597,354.42	54,703,476.65	168,255,980.09			

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

William Chapman, CFO

Amount in Fed Agencies As of June 30, 2006

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
FHLMC Discount note	313397U66	1,947,877.20	1,948,750.77	1,948,280.00	5.366%	6/27/2006	12/26/2006	Debt Service Reserve Fund
FHLMC Discount note	313397U90	3,890,485.00	3,894,767.71	3,894,800.00	5.431%	6/23/2006	12/29/2006	Debt Service Reserve Fund
Federal Home Loan Bank	3133XCSD0	2,498,823.13	2,500,000.00	2,500,000.00	3.673%	6/27/2005	6/14/2006	Debt Service Reserve Fund
Federal Home Loan Bank	3133XC5C3	993,295.00	493,542.31	492,655.00	5.344%	4/21/2006	6/22/2007	Renewal and Replacement Fund
Federal Farm Credit	313331GN5	996,995.79	1,010,414.92	1,007,387.50	4.220%	10/5/2005	10/2/2006	Operating Fund
Federal Farm Credit	31331QWK9	998,577.84	1,011,263.78	1,008,930.00	3.900%	9/20/2005	9/1/2006	Operating Fund
Fannie Mae	31359MVS9	994,687.50	1,000,000.00	1,000,000.00	3.920%	9/8/2005	6/28/2006	Operating Fund
Federal Home Loan Bank	31287X3UK7	999,000.00	999,795.64	999,120.00	4.320%	9/8/2005	9/15/2006	TxDOT Grant Fund
Federal Home Loan Bank	3133XD6H9	1,000,000.00	1,000,000.00	992,810.00	4.050%	9/29/2005	12/29/2006	TxDOT Grant Fund
Federal Home Loan Bank	3133XDKQ3	2,000,000.00	2,000,000.00	1,987,500.00	4.500%	11/9/2005	2/9/2007	TxDOT Grant Fund
Federal Home Loan Bank	3133XBPW9	990,810.00	994,500.70	990,000.00	4.778%	1/27/2006	2/16/2007	TxDOT Grant Fund
Federal Home Loan Bank	3133XEXE7	1,000,000.00	1,000,000.00	991,560.00	4.750%	2/16/2006	8/16/2007	TxDOT Grant Fund
Federal Home Loan Bank	3128X4Q95	939,624.00	939,739.51	935,544.40	5.092%	3/8/2006	3/30/2007	Additional Projects Fund
Federal Home Loan Bank	31333X7C51	1,476,113.31	1,480,744.98	1,474,215.00	5.019%	4/13/2006	5/15/2007	Additional Projects Fund
Federal Home Loan Bank	31333X8KT8	1,473,398.44	1,479,143.47	1,473,750.00	5.139%	4/21/2006	3/7/2007	Additional Projects Fund
Less matured securities		-3,493,515.63	-3,500,000.00	-3,500,000.00				
		18,206,176.58	18,252,663.79	18,196,551.90				

Agency	CUSIP #	COST	Amortization	June 30 Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
FHLMC Discount note	313397U66	1,947,877.20	873.57	1,948,750.77	2,000,000.00	3,524.31	873.57	873.57
FHLMC Discount note	313397U90	3,890,485.00	4,282.71	3,894,767.71	4,000,000.00	4,282.71	4,282.71	4,282.71
Federal Home Loan Bank	3133XCSD0	2,498,823.13	1,171.87	2,500,000.00	2,500,000.00	493.30	493.30	3,573.61
Federal Home Loan Bank	3133XC5C3	493,295.00	247.31	493,542.31	500,000.00	-333.34	247.31	-86.03
Federal Farm Credit	313331GN5	996,995.79	13,419.13	1,010,414.92	1,015,000.00	2,008.85	1,528.36	3,537.21
Federal Farm Credit	31331QWK9	998,577.84	12,685.94	1,011,263.78	1,014,000.00	1,901.25	1,368.11	3,269.36
Fannie Mae	31359MVS9	994,687.50	5,312.50	1,000,000.00	1,000,000.00	2,708.33	515.23	3,223.56
Federal Home Loan Bank	31287X3UK7	999,000.00	795.64	999,795.64	1,000,000.00	3,958.33	81.74	4,040.07
Federal Home Loan Bank	3133XD6H9	1,000,000.00	0.00	1,000,000.00	1,000,000.00	3,375.00	0.00	3,375.00
Federal Home Loan Bank	3133XDKQ3	2,000,000.00	0.00	2,000,000.00	2,000,000.00	7,500.00	0.00	7,500.00
Federal Home Loan Bank	3133XBPW9	990,810.00	3,690.70	994,500.70	1,000,000.00	3,229.17	726.30	3,955.47
Federal Home Loan Bank	3133XEXE7	1,000,000.00	0.00	1,000,000.00	1,000,000.00	3,958.33	0.00	3,958.33
Federal Home Loan Bank	3128X4Q95	939,624.00	115.51	939,739.51	940,000.00	3,955.83	30.94	3,986.77
Federal Home Loan Bank	31333X7C51	1,476,113.31	4,631.67	1,480,744.98	1,500,000.00	4,375.01	1,807.88	6,182.89
Federal Home Loan Bank	31333X8KT8	1,473,398.44	5,745.03	1,479,143.47	1,500,000.00	3,812.50	2,497.84	6,310.34
Less matured securities		-3,493,515.63	-6,484.37	-3,500,000.00	-3,500,000.00	43,973.57	14,009.29	57,982.86
		18,206,176.58	46,487.21	18,252,663.79	18,469,000.00			

Fannie Mae 31359MVS9 Maturity 6/28/06 1,000,000.00  
 Federal Home Loan Bank 31333XCSD0 Maturity 6/14/06 2,500,000.00

Central Texas Regional Mobility Authority  
Balance Sheet  
As of June 30, 2006

**Assets**

**Current Assets**

Cash in Operating Fund		(83,546.15)	
Cash In TexSTAR	7,246,752.49		
Cash in Chase Money Mkt Funds	8,005,326.80		
Restricted Cash-TexStar	21,931,006.77		
Total Cash			37,099,539.91
Accounts Receivable	1,361.30		
Interest Receivable	97,381.93		
Total Receivables			98,743.23
Agencies			18,252,663.25
Prepaid Insurance	10,484.26		
Prepaid Expenses	2,849.99		
Total Prepaid Expenses			13,334.25
<b>Total Current Assets</b>			<b>55,464,280.64</b>

**Construction Work In Process**

Relocation Expense	31,582.56		
Consulting-Admin Services	658,809.46		
Consulting-Reimbursed Expenses	121.82		
Environmental Fees	398,750.00		
Funding Costs	30,000.00		
Legal Fees-Construction	1,729,988.01		
Traffic & Revenue Analysis	1,933,383.81		
Unsuccessful Proposers	356,625.82		
Engineering	1,741,880.87		
Right of Way	116,126.61		
Total Preliminary Costs			6,997,268.96
Public Involvement	154,626.86		
CDA Oversight	4,148,818.53		
Engineering	14,082,913.49		
Total Construction Engineering			18,386,358.88
Design	24,702,423.47		
Construction-CDA	86,116,200.15		
Other Construction Costs	75,465.53		
Total Construction			110,894,089.15
Toll Collection System			2,583,715.12
Accrued Interest Income	(10,018,319.00)		
Accrued Interest Expense	16,013,333.04		
Amortization of Bond Premium	(2,121,069.00)		
Amortization Bond Disc Invest	(102,288.16)		
Total Accrued Interest			3,771,656.88
Amortization Bond Issue Costs			1,928,528.72
<b>Total Construction WIP</b>			<b>144,561,617.71</b>

<b>Fixed Assets</b>		
Computers	115,571.52	
Accum Deprec-Computers	(62,604.22)	52,967.30
Computer Software	95,156.88	
Accumulated Amortization-Software	(11,627.76)	83,529.12
Furniture and Fixtures	49,900.17	
Accum Deprec-Furn & Fixtures	(4,186.62)	45,713.55
Equipment	29,490.93	
Accum Deprec-Equipment	(4,161.74)	25,329.19
Communication Equipment	29,556.02	
Accum Deprec-Comm Equip	(2,935.08)	26,620.94
Leasehold Improvements		39,953.07
<b>Total Fixed Assets</b>		<b>274,113.17</b>
<b>Other Assets</b>		
<b>Long Term Investments</b>		
GIC	112,820,230.32	
<b>Total Long Term Investments</b>		<b>112,820,230.32</b>
2005 Bond Issuance Costs		<b>11,001,840.44</b>
<b>Total Assets</b>		<b>324,130,725.58</b>

## Liabilities

### Current Liabilities

Accounts Payable	7,777,914.55	
Salaries Payable	24,848.75	
Interest Payable	5,743,221.64	
Deferred Compensation Payable	3,262.26	
TCDRS Payable	22,987.01	
Due to other Entities	692.31	
FICA Payable	4,653.20	
FICA MED Payable	1,088.22	
Federal Withholding Payable	4,748.00	
Due to State of Texas	99.39	
Total Due to other Entities	10,588.81	
<b>Total Current Liabilities</b>		<b>13,583,515.33</b>

### Long Term Liabilities

Retainage Payable	5,657,712.95	
BANS 2005	66,000,000.00	
Senior Lien Revenue Bonds 2005	168,570,263.80	
Sn Lien Rev Bnd Prem/Disc 2005	7,737,137.55	
Total Long Term Liabilities		<b>247,965,114.30</b>
<b>Total Liabilities</b>		<b>261,548,629.63</b>

### Net Assets Section

Net Assets beginning		64,499,019.16
Current Year Operations		(1,916,923.21)
Total Net Assets		<b>62,582,095.95</b>
Total Liabilities and Net Assets		<b>324,130,725.58</b>

**Central Texas Regional Mobility Authority  
Income Statement  
All Operating Departments**

	Budget FY 2006	Actual Year To Date 6/30/2006	Percent Of Budget
<b>Revenue</b>			
Interest Income	373,317.00	457,789.01	122.63%
Reimbursed Expenditures	0.00	32,724.88	
<b>Total Revenue</b>	<b>373,317.00</b>	<b>490,513.89</b>	<b>131.39%</b>
	Budget FY 2006	Actual Year To Date 6/30/2006	Percent Of Budget
<b>Expenditures</b>			
Regular	982,047.00	825,484.53	84.06%
Part Time	27,000.00	527.20	1.95%
Contractual Employees	129,000.00	139,599.89	108.22%
TCDRS	135,113.00	113,473.93	83.98%
FICA	46,222.00	44,493.39	96.26%
FICA MED	14,631.00	11,751.69	80.32%
Health Insurance	93,109.00	63,905.17	68.63%
Life Insurance	3,225.00	478.95	14.85%
Auto Allowance	7,800.00	9,100.00	116.67%
Other Benefits	23,000.00	29,534.28	128.41%
Deferred compensation	0.00	4,579.68	
Unemployment Taxes	0.00	3,253.45	
Workers Compensation	0.00	471.66	
<b>Total Salaries &amp; Wages</b>	<b>1,461,147.00</b>	<b>1,246,653.82</b>	<b>85.32%</b>

	Budget FY 2006	Actual Year To Date 6/30/2006	Percent Of Budget
<b>Contractual Services</b>			
<b>Professional Services</b>			
Accounting	36,000.00	24,583.59	68.29%
Auditing	11,000.00	10,800.00	98.18%
Business Opportunity Program	80,000.00	0.00	
Consulting	10,000.00	0.00	
Engineering	0.00	105.00	
Financial Advisors	0.00	29,320.00	
General Engineering Consultant	200,000.00	5,568.75	2.78%
Human Resources	12,000.00	5,863.04	48.86%
Legal	410,000.00	276,532.56	67.45%
Photography	8,000.00	13,117.66	163.97%
Transcripts	0.00	1,900.00	
<b>Total Professional Services</b>	<b>767,000.00</b>	<b>367,790.60</b>	<b>47.95%</b>
<b>Other Contractual Services</b>			
IT Services	60,000.00	9,941.18	16.57%
Graphic Design Services	115,000.00	44,064.02	38.32%
Website Maintenance	20,000.00	31,903.00	159.52%
Research Services	65,000.00	47,588.07	73.21%
Computer Maintenance	6,000.00	772.95	12.88%
Copy Machine	24,000.00	4,443.68	18.52%
Other Maintenance Contracts	9,000.00	105.00	1.17%
Advertising	0.00	54,163.57	
Video Production	0.00	28,217.00	
Other Public Relations	160,000.00	192,139.93	120.09%
Cell Phones	5,960.00	6,160.89	103.37%
Local	0.00	3,377.02	
Long Distance	10,344.00	151.13	1.46%
Internet	0.00	2,016.95	
Other Communication Expense	0.00	1,608.12	
Dues & Subscriptions	2,500.00	4,936.71	197.47%
Memberships	5,500.00	6,595.00	119.91%
Continuing Education	2,000.00	2,245.00	112.25%
Professional Development	10,000.00	9,266.10	92.66%
Seminars and Conferences	11,500.00	10,431.72	90.71%
Total Travel	55,500.00	44,330.02	79.87%
Other Contractual Svcs	10,000.00	4,257.27	42.57%
Contractual Contingencies	25,000.00	0.00	
<b>Total Other Contractual Services</b>	<b>597,304.00</b>	<b>508,714.33</b>	<b>85.17%</b>
<b>Total Contractual Expenses</b>	<b>1,364,304.00</b>	<b>876,504.93</b>	<b>64.25%</b>



	Budget FY 2006	Actual Year To Date 6/30/2006	Percent Of Budget
<b>Materials and Supplies</b>			
Books & Publications	0.00	5,460.85	
Office Supplies	24,500.00	16,323.47	66.63%
Computer Supplies	25,000.00	6,177.76	24.71%
Copy Supplies	8,000.00	0.00	
Annual Report	15,000.00	14,950.00	99.67%
Other Reports	2,000.00	0.00	
Direct Mail	45,000.00	24,483.00	54.41%
Office Supplies	0.00	3,679.12	
Promotional Items	5,000.00	0.00	
Displays	6,000.00	1,750.00	29.17%
Other Supplies	0.00	137.85	
Tools & Equipment	0.00	700.88	
Misc Materials & Supplies	33,000.00	381.85	1.16%
<b>Total Materials &amp; Supplies Exp</b>	<b>163,500.00</b>	<b>74,044.78</b>	<b>45.29%</b>
<b>Operating Expenses</b>			
Gasoline	0.00	18.92	
Mileage Reimbursement	3,300.00	7,436.89	225.36%
Parking	1,700.00	2,147.64	126.33%
Meeting Facilities	4,800.00	715.20	14.90%
Meeting Expense	0.00	3,358.09	
Public Notices	0.00	565.16	
Postage	12,100.00	4,577.78	37.83%
Overnight Services	9,000.00	294.20	3.27%
Delivery Services	4,000.00	1,966.13	49.15%
Insurance	25,000.00	18,802.61	75.21%
Reimbursements	12,500.00	39.21	0.31%
Repair and Maintenance	500.00	158.00	31.60%
Rent	112,583.00	53,301.30	
Electricity	0.00	735.90	
Natural Gas	0.00	163.59	
Amortization Expense	0.00	12,635.53	
Dep Exp- Furniture & Fixtures	0.00	4,186.62	
Dep Expense - Equipment	0.00	4,161.74	
Dep Expense-Communic Equip	0.00	2,935.08	
Depreciation Expense-Computers	0.00	43,893.78	
Special Events	10,000.00	0.00	
Recruitment	5,000.00	1,306.16	26.12%
Community Initiative Grants	200,000.00	32,500.00	16.25%
<b>Total Operating Expense</b>	<b>400,483.00</b>	<b>195,899.53</b>	<b>48.92%</b>
<b>Financing Expenses</b>			
Loan Fees	0.00	10,500.00	
Trustee Fees	0.00	3,483.37	
Bank Fees	0.00	350.67	
<b>Total Financing Expense</b>	<b>0.00</b>	<b>14,334.04</b>	
<b>Total Expenses</b>	<b>3,389,434.00</b>	<b>2,407,437.10</b>	<b>71.03%</b>
<b>Net Income</b>	<b>-3,016,117.00</b>	<b>-1,916,923.21</b>	





## Monthly Newsletter - June 2006

### Performance

<i>As of June 30, 2006</i>		<i>June Averages</i>	
Current Invested Balance	\$3,490,853,364.63	Average Invested Balance	\$3,623,959,565.42
Weighted Average Maturity (1)	16 Days	Average Monthly Yield, on a simple basis	5.0063%
Weighted Average Maturity (2)	75 Days	Average Weighted Average Maturity (1)*	14 Days
Net Asset Value	.999935	Average Weighted Average Maturity (2)*	72 Days
Total Number of Participants	457	<b>Definition of Weighted Average Maturity (1) &amp; (2)</b>	
Management Fee on Invested Balance	0.12%*	(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.	
Interest Distributed	\$15,058,775.75	(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.	
Management Fee Collected	\$148,933.79	* 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.	
Standard & Poor's Current Rating	AAAm		

### New Participants

We would like to welcome the following entities who joined the TexSTAR program in June 2006:

★ Houston Convention Center Hotel Corporation

### Direct Deposit of State and Local Payments

Direct Deposit has become the preferred payment method for state and local agencies and TexSTAR offers the ability to have these payments directly deposited to your TexSTAR account. Direct deposit to TexSTAR ensures that your payment will be automatically invested on the day it is issued. Since there is no additional charge for this service, you save both time and the expense of an investment transaction. Direct deposit to TexSTAR also alleviates the concern of having collateral available for these funds at your depository. Forms to initiate direct deposit of state agency payments are available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. In addition, TexSTAR has direct deposit arrangements with many local taxing authorities. For more information about this service, please call TexSTAR Participant Services at 1.800.839.7827.

### Economic Commentary

Overall, most economic reports released in the second quarter point to an ongoing moderation in the pace of economic activity. Labor market conditions softened substantially with payrolls averaging a meager 101,000 in the April-May period bringing down the 3-month average to 125,000. The unemployment rate edged down to 4.6% in May marking a new cycle-low for the series. Rising gas prices took a toll on consumer confidence. The manufacturing sector, on the other hand, remained healthy throughout the quarter. Housing market data released in the last three months point to the prospect of at least a temporary stabilization of the housing market.

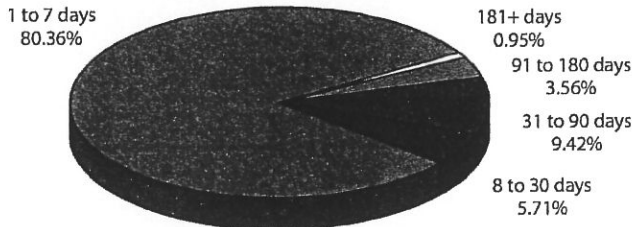
On the inflation front, consumer prices accelerated throughout the course of the quarter with the core CPI increasing by 0.3% for three consecutive months since March and now up 2.4% on a year-on-year basis. The core PCE deflator, following two consecutive 0.2% increases, is still up 2.1% year-on-year. The Treasury yield curve flattened during the quarter. The yield on 3-month Treasury bills rose 37 bps to end at 4.98%. Meanwhile, the LIBOR curve flattened modestly, as the spread between 1-month and 12-month yields decreased from 46 bps at the end of March to 36 bps at the end of June.

There is a 60% probability that the Fed will raise the fed funds rate to 5.5% by the end of the summer. The probability of an additional move on August 8th depends largely on the CPI report to be released on July 19th. As economic growth moderates closer to trend and energy prices stabilize, the recent acceleration in inflation is not expected to intensify on a sustained basis.

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

## Information at a Glance

### Portfolio by Type of Investment As of June 30, 2006

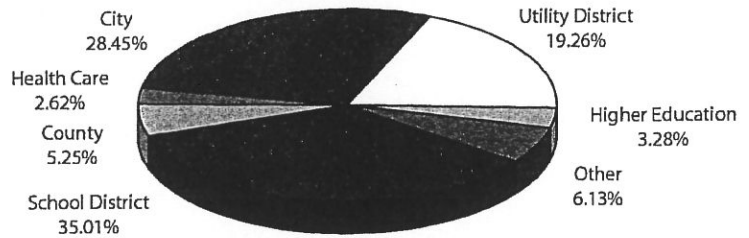


Repurchase Agreements  
77.43%



Agencies  
22.57%

### Portfolio by Maturity As of June 30, 2006



### Distribution of Participants by Type As of June 30, 2006

## Historical Program Information

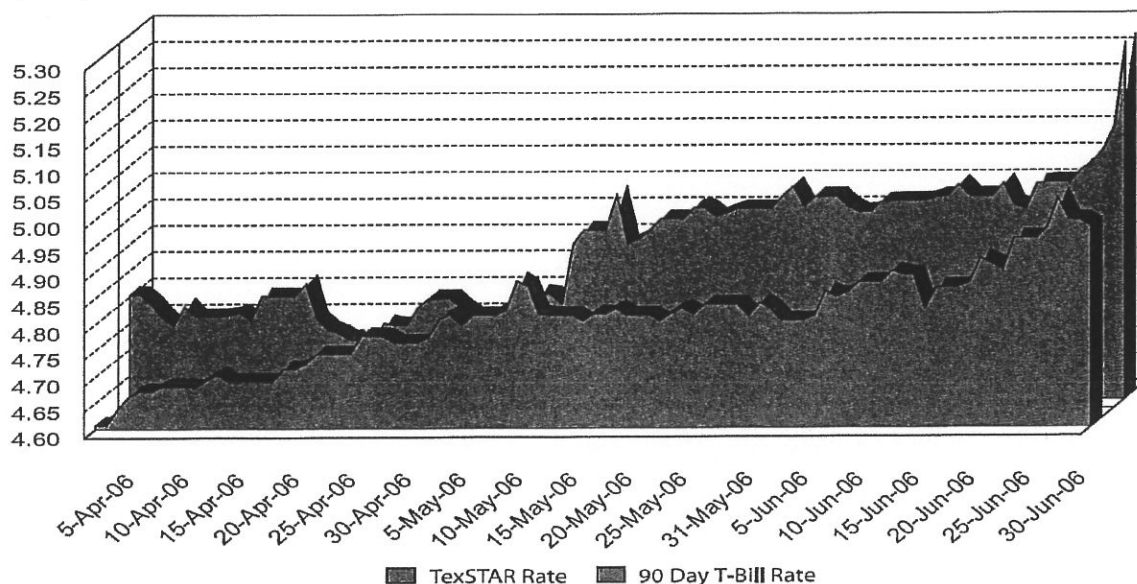
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 06	5.0063%	\$ 3,490,853,364.63	\$ 3,490,672,360.70	0.999935	14	72	457
May 06	4.8929%	3,709,022,855.02	3,708,815,237.78	0.999944	11	59	456
Apr 06	4.7679%	3,886,888,058.02	3,886,490,684.37	0.999897	14	60	451
Mar 06	4.5746%	3,914,969,328.87	3,914,628,496.64	0.999912	13	57	447
Feb 06	4.4898%	4,002,329,057.36	4,001,985,615.58	0.999914	12	53	442
Jan 06	4.3121%	3,730,218,809.33	3,729,885,751.81	0.999910	14	56	437
Dec 05	4.1835%	2,992,136,881.94	2,991,868,874.98	0.999895	18	57	430
Nov 05	3.9249%	2,297,701,062.61	2,295,751,046.27	0.999151	20	43	427
Oct 05	3.7095%	2,425,528,634.83	2,422,699,456.41	0.998833	30	47	422
Sep 05	3.5540%	2,649,344,687.07	2,647,386,589.80	0.999201	33	50	418
Aug 05	3.4264%	2,675,030,454.20	2,673,861,602.84	0.999563	35	58	414
Jul 05	3.2419%	2,786,919,144.64	2,786,334,011.23	0.999790	38	65	406
Jun 05	3.0426%	2,682,360,633.06	2,681,982,562.48	0.999859	34	60	396

## Portfolio Asset Summary as of June 30, 2006

	Book Value	Market Value
Uninvested Balance	\$ 691,850.64	\$ 691,850.64
Accrual of Interest Income	3,081,264.07	3,081,264.07
Interest and Management Fees Payable	(15,118,790.78)	(15,118,790.78)
Receivable for Investment Sold	(13,264.02)	(13,264.02)
Repurchase Agreements	2,714,456,000.00	2,714,456,000.00
Government Securities	787,756,304.72	787,575,300.79
<b>Total</b>	<b>\$ 3,490,853,364.63</b>	<b>\$ 3,490,672,360.70</b>

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

## TexSTAR versus 90-Day Treasury Bill



## Daily Summary for June 2006

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Jun-06	4.9686%	0.000136126	3,688,512,453.47	0.999941	9	69
2-Jun-06	4.9867%	0.000136623	3,686,723,011.35	0.999950	9	68
3-Jun-06	4.9867%	0.000136623	3,686,723,011.35	0.999950	9	68
4-Jun-06	4.9867%	0.000136623	3,686,723,011.35	0.999950	9	68
5-Jun-06	4.9670%	0.000136082	3,679,143,146.17	0.999948	8	68
6-Jun-06	4.9571%	0.000135812	3,676,424,332.06	0.999946	8	68
7-Jun-06	4.9580%	0.000135835	3,645,994,298.32	0.999946	13	71
8-Jun-06	4.9767%	0.000136347	3,652,321,249.61	0.999951	15	73
9-Jun-06	4.9781%	0.000136385	3,662,192,759.31	0.999950	14	72
10-Jun-06	4.9781%	0.000136385	3,662,192,759.31	0.999950	14	72
11-Jun-06	4.9781%	0.000136385	3,662,192,759.31	0.999950	14	72
12-Jun-06	4.9794%	0.000136423	3,655,295,679.66	0.999948	14	72
13-Jun-06	4.9857%	0.000136594	3,645,025,291.00	0.999947	14	74
14-Jun-06	4.9873%	0.000136638	3,663,986,306.23	0.999941	14	73
15-Jun-06	5.0093%	0.000137240	3,663,441,768.24	0.999935	13	73
16-Jun-06	4.9866%	0.000136620	3,638,469,586.56	0.999934	14	73
17-Jun-06	4.9866%	0.000136620	3,638,469,586.56	0.999934	14	73
18-Jun-06	4.9866%	0.000136620	3,638,469,586.56	0.999934	14	73
19-Jun-06	5.0118%	0.000137310	3,631,919,273.90	0.999933	16	73
20-Jun-06	4.9699%	0.000136162	3,617,999,324.98	0.999933	16	72
21-Jun-06	4.9633%	0.000135982	3,593,121,897.19	0.999928	16	73
22-Jun-06	5.0108%	0.000137283	3,552,762,868.07	0.999925	17	73
23-Jun-06	5.0129%	0.000137339	3,546,987,806.64	0.999923	16	72
24-Jun-06	5.0129%	0.000137339	3,546,987,806.64	0.999923	16	72
25-Jun-06	5.0129%	0.000137339	3,546,987,806.64	0.999923	16	72
26-Jun-06	5.0361%	0.000137976	3,634,218,540.42	0.999922	15	70
27-Jun-06	5.0490%	0.000138330	3,567,979,509.94	0.999917	17	74
28-Jun-06	5.0731%	0.000138988	3,554,779,199.36	0.999922	17	74
29-Jun-06	5.1176%	0.000140207	3,501,888,967.74	0.999921	17	75
30-Jun-06	5.2768%	0.000144571	3,490,853,364.63	0.999935	16	75
Average	5.0063%	0.000137160	3,623,959,565.42		14	72

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
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### **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>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Scott Christensen</i>	<i>Reid Road MUD No. 1</i>	<i>Advisory Board</i>
<i>Ramiro Flores</i>	<i>Harlingen CISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
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 **First Southwest Asset Management**

 **JPMorganChase**