

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

RESOLUTION NO. 16-060

**AUTHORIZE EXECUTION OF A CONTRACT WITH JACOBS
ENGINEERING GROUP, INC. FOR CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES FOR THE SH 45 SW PROJECT**

WHEREAS, by Resolution No. 15-092 dated December 15, 2015, the Board of Directors authorized the Executive Director to procure construction engineering and inspection services for the SH 45 SW Project; and

WHEREAS, by Resolution No. 16-057 dated July 27, 2016, the Board of Directors awarded a professional services contract to provide construction engineering and inspection services for the SH 45 SW Project to Jacobs Engineering Group, Inc.; and

WHEREAS, the Executive Director and Jacobs Engineering Group, Inc., have discussed and agreed to a proposed contract and Work Authorization No. 1 for Construction Engineering and Inspection services for the SH 45 SW Project; and

WHEREAS, the Executive Director recommends that the Board approve the proposed contract and Work Authorization No. 1 copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract and Work Authorization No. 1 with Jacobs Engineering Group, Inc. in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES

THIS CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Mobility Authority,”) and Jacobs Engineering Group Inc. (the “Engineer”) having its principal business address at 1999 Bryan Street, Suite 1200, Dallas, Texas 75201.

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as construction, engineering and inspection services, and more specifically described in Article I (the “Services”); and,

WHEREAS, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov’t Code Sec. 2254.001, et. seq.), and the Mobility Authority’s Policy Code regarding the procurement of professional services, the Mobility Authority has selected the Engineer to provide the needed services; and

WHEREAS, the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Mobility Authority and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES

The Engineer will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the “Services”). All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

ARTICLE 2 COMPENSATION

Compensation for the Engineer’s Services and other aspects of the mutual obligations concerning the Engineer’s Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the Engineer and reimbursable expenses) may not exceed \$_____.

B. Basis for Compensation. Subject to the terms of a Work Authorization issued pursuant to Article 4 below (including any maximum amount to be paid as stated therein), the Mobility Authority agrees to pay, and the Engineer agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times (1.0 + \text{Profit} (\%)).$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) or otherwise approved overhead rate pursuant to this subsection 2.B; and Profit (%) reflects a ten percent (10%) profit. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the effective date of this Agreement is reflected in Attachment A. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and are subject to the written approval of the Executive Director or his designee. No increase shall be made **to the specified** profit percentage. The first adjustment to the auditable overhead rate shall be considered no earlier than one year after the execution of this contract. All adjustments shall be agreed to in writing by the Mobility Authority prior to implementation, and the Mobility Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a sub consultant of the Engineer does not have a Far 31 overhead rate, they may submit, for Mobility Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subsection 2.I. During the term of this Agreement **the Engineer shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the Engineer.**

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

C. Limitations on Rates Utilized. The Engineer represents that at all times, subject to the limitations on timing and approval in subsection 2.A, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the work; that the Direct Labor Costs shall not exceed the ranges reflected in Attachment A and shall be based on actual salary amounts for the individuals performing the work.

D. Reimbursable Expenses. As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the Engineer to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the Engineer's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general

photocopying, computer hardware/software and service charges, and similar costs. The Engineer is responsible to provide all other necessary tools and equipment to perform the required Services, which will be considered non-reimbursable expenses. To the extent not otherwise included in the Engineer's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by Engineer or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the Engineer to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the Engineer intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the Engineer to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement.

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of 2 CFR 200 Subpart E, which may reduce the amount of expenses and costs reimbursed to less than what was actually incurred.

E. Subcontractors. For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the Engineer to provide services related to or part of those which the Engineer owes to the Mobility Authority under this Contract. The Engineer may engage a subcontractor to provide services, and the Mobility Authority will reimburse the Engineer for the Engineer's cost of engaging the subcontractor for those services, if the Engineer provides a written description of the proposed services and the proposed price (using rates approved in Attachment A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the Engineer a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the

amount of time spent performing the task. The Engineer may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the Engineer in an amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

F. Non-compensable Time. Time spent by the Engineer's personnel or subcontractors in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the Engineer. The Mobility Authority will not pay any hourly compensation to the Engineer for Services or deliverables required due to an error, omission, or fault of the Engineer.

G. Invoices and Records. The Engineer shall submit its monthly invoices certifying the fees charged and any reimbursable expenses for Services provided during the previous month, and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Mobility Authority, with the Engineer provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the Engineer shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

H. Effect of Payments. No payment by the Mobility Authority shall relieve the Engineer of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the Engineer to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

I. Time and place of payment. Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the Engineer, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of**

the monthly invoice. The Engineer reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.

J. Taxes. All payments to be made by the Mobility Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Engineer in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the Engineer takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

ARTICLE 3 PAYMENT REQUIREMENTS

A. Monthly Invoices. The Engineer shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice shall be submitted electronically in a form acceptable to the Mobility Authority. The Engineer is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

B. Form of Invoices. The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The invoice shall be substantially in a form provided or approved by the Mobility Authority.

C. HUB Forms. The Engineer will be responsible for completing and submitting the HSP Progress Assessment Report (PAR) and Progress Compliance Form to the Mobility Authority by 5th of each month. The forms are included as Exhibits E, and F of Attachment B - Work Authorization(s).

D. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

E. Withholding Payments. The Mobility Authority reserves the right to withhold payment of the Engineer's invoice in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) pending verification of satisfactory work performed; or (3) if required reports (including third-party verifications, if any) are not received.

F. Invoice and Progress Report Submittal Process. The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) A progress report shall be submitted to Mobility Authority at least once each calendar month;
- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC (as defined in Article 18) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC, or the Mobility Authority and/or GEC will return it to the Engineer for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

ARTICLE 4 WORK AUTHORIZATIONS

A. Use. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; (5) a Work Authorization budget as described in subsection C below ; and (6) HUB Requirements. The Engineer is not to include additional Contract terms and conditions in the Work Authorization.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the Engineer and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment A; (3) a work plan that includes a list of the work to be performed; and (4) a maximum cost (not-to-exceed) amount or unit or lump sum cost and the total cost or price of the Work Authorization.

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Mobility Authority. While it is the Mobility Authority's intent to issue Work Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Mobility Authority's or the Engineer's responsibilities and obligations established in this Contract. The Engineer shall promptly notify the Mobility Authority of any event that will affect completion of the Work Authorization in accordance with the terms thereof.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C. Supplemental Work Authorizations, if required, must be executed by both parties within the period of performance specified in the Work Authorization. The Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by the Mobility Authority.

(1) **Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

(2) **Changes in Scope.** Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization (see Attachment C). If the change in scope affects the amount payable under the Work Authorization, the Engineer shall prepare a revised Work Authorization budget for the Mobility Authority's approval. The Mobility Authority shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the Engineer, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

(3) **Limitation of Liability.** The Mobility Authority shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a Supplemental Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the Engineer shall submit the deliverables as specified in the executed Work Authorization to the Mobility Authority for review and acceptance.

ARTICLE 5 SCHEDULE

A. Progress meetings. As required and detailed in the Work Authorizations, the Engineer shall from time to time during the progress of the work confer with the Mobility Authority. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the Mobility Authority in order to evaluate features of the work.

B. Conferences. At the request of the Mobility Authority or the Engineer and as required and detailed in the Work Authorizations, conferences shall be provided at the Engineer's office, the office of the Mobility Authority, or at other locations designated by the Mobility Authority. These conferences shall also include evaluation of the Engineer's Services and work when requested by the Mobility Authority.

C. Reports. The Engineer shall promptly advise the Mobility Authority in writing of events that have a significant impact upon the progress of a Work Authorization, including:

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Mobility Authority or federal assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

D. Corrective Action. Should the Mobility Authority determine that the progress of work does not satisfy the milestone schedule set forth in a Work Authorization, the Mobility Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

E. More Time Needed. If the Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the Engineer shall promptly notify the Mobility Authority and shall follow the procedure set forth in the Work Authorization. The Mobility Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

ARTICLE 6 SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the Engineer followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

B. Reinstatement. A Work Authorization may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Mobility Authority to resume the work. Both parties may waive the sixty (60) day notice in writing.

C. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Mobility Authority to begin work, during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 7 CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Engineer has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Mobility Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract and Work Authorization(s), the Engineer shall make such revisions as requested and as directed by the Mobility Authority, provided the work is reflected in a Supplemental Work Authorization.

B. Work Does Not Comply with Contract. If the Engineer submits work that does not comply with the terms of this Contract or Work Authorization(s), the Mobility Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Contract or Work Authorization(s) that are necessary to correct errors or omissions appearing therein, when required to do so by the Mobility Authority. No additional compensation shall be paid for this work.

ARTICLE 8 OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the property of the Mobility Authority.

B. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the Mobility Authority shall be delivered to the Mobility Authority upon request by the Mobility Authority. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to express written permission by the Mobility Authority.

C. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this Contract except to its subproviders as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility

Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for any portion of the design plan created by the Mobility Authority.

ARTICLE 9 PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Mobility Authority will comply with Texas Government Code, Chapter 552, the Public Information Act, in the release of information produced under this Contract.

B. Confidentiality. The Engineer shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Mobility Authority.

ARTICLE 10 PERSONNEL, EQUIPMENT AND MATERIAL

A. Engineer Resources. The Engineer shall furnish and maintain quarters for the performance of all Services, in addition to providing adequate and sufficient personnel and equipment to perform the Services required under the Contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Mobility Authority.

B. Removal of Contractor Employee. All employees of the Engineer assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Mobility Authority may instruct the Engineer to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Mobility Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The Engineer must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel as specified in Attachment D is removed from association with this Contract, giving the reason for removal.

D. Mobility Authority Approval of Replacement Personnel. The Engineer may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the Engineer or its subcontractors under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Mobility Authority when the Contract or applicable Work Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first.

F. Field Office Facilities. The Engineer will not be required to provide field office facilities.

ARTICLE 11 SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract, or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Mobility Authority. Request for approval should include a written description of the proposed services, and, using rates established in Attachment A, a proposed price.

B. HUB Compliance. The Engineer's subcontracting program shall comply with the requirements of Exhibits E, and F of Attachment B - Work Authorization(s).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subcontractors in accordance with the terms of the subcontract.

D. Engineer Responsibilities. No subcontract shall relieve the Engineer of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subcontractor or other third party performing work for or on behalf of the Engineer.

E. Invoice Approval and Processing. All subcontractors shall prepare and submit their invoices on the same billing cycle and format as the Engineer (so as to be included in invoices submitted by the Engineer), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

ARTICLE 12 INSPECTION OF WORK

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U.S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to

review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subcontractor under this Article, the Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

ARTICLE 13 SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Mobility Authority before a final report is issued. The Mobility Authority's comments on the Engineer's preliminary report must be addressed in the final report.

ARTICLE 14 VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the Contract, and any increased or additional cost incurred by the Mobility Authority arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

B. Remedies. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

C. Excusable Delays. Except with respect to defaults of subcontractors, the Engineer shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

ARTICLE 15 TERMINATION

A. Termination. The Contract may be terminated by any of the following conditions:

- (1) by mutual agreement and consent, in writing from both parties;
- (2) by the Mobility Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 22, Gratuities, or Exhibit E to Attachment B, HUB Requirements;

(3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;

(4) by the Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the Engineer, by giving thirty (30) days written notice of termination to the Engineer; or

(5) by satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Mobility Authority terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the Mobility Authority shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Mobility Authority terminate this Contract under paragraph A (3) or (4) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days and only as necessary to terminate the work in progress.

C. Value of Completed Work. If the Engineer defaults in the performance of this Contract or if the Mobility Authority terminates this Contract for fault on the part of the Engineer, the Mobility Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Mobility Authority; (4) the cost to the Mobility Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Mobility Authority of the work performed.

D. Calculation of Payments. The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the Engineer under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 17.

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the Engineer to fulfill its Contract obligations, the Mobility Authority may take over the project

and prosecute the work to completion, and the Engineer shall be liable to the Mobility Authority for any damages to the Mobility Authority.

ARTICLE 16 COMPLIANCE WITH LAWS

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the Engineer shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 17 INDEMNIFICATION

THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL THE MOBILITY AUTHORITY'S GEC, OUTSIDE COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE ENGINEER'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE ENGINEER SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 18 ROLE OF GENERAL ENGINEERING CONSULTANT

The Mobility Authority will utilize a General Engineering Consultant (“GEC”) to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the Engineer shall comply with all of the GEC’s directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the Engineer, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the Engineer may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the Engineer can present its case. The Mobility Authority’s decision in the matter will be final. In no case will the Engineer go directly to the Mobility Authority with a dispute unless the Engineer believes that the GEC is violating, or is directing the Engineer to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

ARTICLE 19 ENGINEER’S RESPONSIBILITY

A. Accuracy. The Engineer shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

B. Errors and Omissions. The Engineer's responsibility for all questions arising from errors and/or omissions will be determined by the Mobility Authority. The Engineer shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the project has been completed. In the event that the Mobility Authority discovers a possible error or omission, the Mobility Authority shall notify the Engineer and seek to involve the Engineer in determining the most effective solution with respect to time and cost, provided that the Mobility Authority shall ultimately determine the solution that is chosen.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Mobility Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

D. Resealing of Documents. Once the work has been sealed and accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the Engineer, in writing, of the possibility that a Mobility Authority engineer, as a second engineer, may find it necessary to

alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 20 NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract and that it has not paid or agreed to pay any company or Engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 21 INSURANCE

The Engineer and all subcontractors shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Contract and shall maintain such insurance through the Contract period. The Engineer shall provide proof of insurance (and the Professional Liability Insurance discussed herein) in a form reasonably acceptable by the Mobility Authority. The Engineer certifies that it has and will maintain insurance coverages as follows:

A. Workers' Compensation Insurance. In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000. This policy shall be endorsed to include a waiver of subrogation in favor of the Mobility Authority.

B. Comprehensive General Liability Insurance. With limits not less than \$1,000,000 for bodily injury, including those resulting in death, and \$1,000,000 for property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

C. Comprehensive Automobile Liability Insurance. Applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death, to any one person, and \$1,000,000 on account on any one occurrence, and \$1,000,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Engineer's obligations under this Agreement.

D. Excess Liability Insurance. In an amount of \$5,000,000 per occurrence and aggregate.

E. Valuable Papers Insurance. In an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Mobility Authority.

F. Architects and/or Engineers Professional Liability insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the Engineer's completion of the services. This policy shall be endorsed to include a waiver of subrogation in favor of the Mobility Authority.

G. General for All Insurance. The Engineer shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 21.a. through d., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 21.e., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 21.b., c., and d., above, shall name the Mobility Authority as additional insured and shall protect the Mobility Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the Engineer, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Article 17, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 21.a., b., c., d., e., and f., the following statement: "This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written

notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

H. Subproviders. In the event a subprovider selected by the Engineer to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in subarticles 21.b., d., and f. . above, Engineer may provide to the Mobility Authority an explanation of coverages that a subprovider does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subprovider, and an acknowledgement that the Engineer remains liable for the work performed under the contract, including that performed by the subprovider. The Mobility Authority may decide, in its sole discretion, whether to accept the coverages available to the subprovider

ARTICLE 22 GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that the director, employee or agent of the Mobility Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

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

ARTICLE 23 HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer agrees to comply with the HUB requirements and reporting guidelines set forth in Exhibits E, and F of Attachment B - Work Authorization(s). The HUB Goal established for this project is **23.7%**. The Engineer also agrees to comply with the HUB subcontracting plan that was included in the response that the Engineer submitted to the Mobility Authority’s Request for Qualifications.

ARTICLE 24 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Engineer must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The Engineer, after award, is required to complete and submit Form 1295 (attached as Exhibit B) if the Engineer has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

- 1) Requires an actions or vote by the governing body of the entity or agency before the contract may be signed; or
- 2) Has a value of at least \$1 million.

ARTICLE 25 MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the Records available at its office during the Contract period and for four years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Mobility Authority shall have the exclusive right to examine the books and records of the Engineer for the purpose of checking the amount of work performed by the Engineer. The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, the Texas Department of Transportation (“TxDOT”), the Federal Highway Administration (“FHWA”), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the Engineer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 26 CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations. The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of

equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Mobility Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this Contract, the Mobility Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Engineer under the Contract until the Engineer complies; and/or
- (2) cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions: The Engineer shall include the provisions of Article 26A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The IECM shall take such action with respect to any subcontract or procurement as the Mobility Authority or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the IECM becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the IECM may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority; and, in addition, the IECM may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 27 PATENT RIGHTS

The Mobility Authority and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this Contract.

ARTICLE 28 DISPUTES

A. Disputes Not Related to Contract Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the Services authorized herein.

B. Disputes Concerning Work or Cost. The Executive Director of the Mobility Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The Engineer shall comply with the provisions of Article 18 in proceeding with such disputes.

ARTICLE 29 SUCCESSORS AND ASSIGNS

The Engineer and the Mobility Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The Engineer shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Mobility Authority.

ARTICLE 30 SEVERABILITY

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

ARTICLE 31 PRIOR CONTRACTS SUPERSEDED

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 32 CONFLICT OF INTEREST

The undersigned Engineer represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Mobility Authority shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

**ARTICLE 33
ENTIRETY OF AGREEMENT**

This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

**ARTICLE 34
SIGNATORY WARRANTY**

The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete Mobility Authority authorization to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

**ARTICLE 35
NOTICES**

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the Engineer:

Jacobs Engineering Group Inc.
2705 BEE CAVE ROAD SUITE 300
Austin, TX 78746

In the case of the Mobility Authority:

Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

with a copy to:

Director of Engineering
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300

Austin, TX 78705

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

**ARTICLE 36
BUSINESS DAYS AND DAYS**

For purposes of this Contract, “business days” shall mean any day the Mobility Authority is open for business and “days” shall mean calendar days.

**ARTICLE 37
INCORPORATION OF PROVISIONS**

Attachments A through D are attached hereto and incorporated into this Contract as if fully set forth herein.

**ARTICLE 38
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Mobility Authority and the Engineer, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract.
- E. The Request for Qualifications
- F. The Engineer’s Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 36, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

IN WITNESS WHEREOF, the **Mobility Authority** and the **Engineer** have executed this Contract in duplicate.

**THE ENGINEER
JACOBS ENGINEERING GROUP INC.**

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

Attachments to Contract for Construction Engineering & Inspection Services

Attachments	Title
A	Rate Schedule
B	Work Authorization
C	Supplemental Work Authorization
D	List of Key Personnel

ATTACHMENT A
RATE SCHEDULE

ATTACHMENT B

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 1
CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Construction Engineering and Inspection Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Jacobs Engineering Group Inc. (the Engineer) dated _____.

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

PART II. The maximum amount payable under this Work Authorization is \$ _____ and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. HUB participation shall be tracked and documented as detailed in Exhibits E, and F.

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

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

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

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

LIST OF EXHIBITS TO ATTACHMENT B, WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget
E	Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts
F	HUB Participation Forms (F-1 through F-4) – See Exhibit E Instructions
G	Certificate of Interested Parties (Form 1295)

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

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

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Consulting and professional services provided by the Engineer include, but are not limited to, providing and maintaining construction engineering, inspection, survey and materials testing staff at the field office supplied by the Contractor team (the "Contractor"), to oversee, review and document construction activities performed by the Contractor. Scheduling of activities below shall conform to established Mobility Authority, TxDOT and/or other required review and comment periods for each milestone of the Project.

The Engineer shall participate as part of the project management team and work at the direction and supervision of the Mobility Authority and its General Engineering Consultant (GEC) to provide the Services. The Mobility Authority expects the Engineer to work cooperatively and collaboratively with the Independent Environmental Compliance Manager and in assisting the GEC throughout all aspects and phases of construction operations and in its dealings with the Contractor, suppliers, subcontractors, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public. The Engineer is expected to coordinate with the Authority's Public Involvement team, as necessary, in the Mobility Authority's dealings with the general public, abutting property owners, and interested advocacy groups. The Engineer shall participate in training to ensure compliance with environmental, health, and safety requirements.

The Engineer shall lead construction meetings with the Contractor and maintain the Mobility Authority's electronic document management system. The Engineer shall report to the GEC and staff, such as office engineer and record keeper, and keep the GEC informed of the Contractor's operations in the field, especially issues that would affect safety, quality, schedule, and potential construction disputes. The Engineer has the authority to stop construction activity in response to emerging life safety issue. The Engineer shall also be responsible for coordinating with the Materials Testing Consultant (MTC) on materials related items (i.e. scheduling materials tests, reporting and resolving materials issues, etc.).

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

The Engineer shall not control or direct the construction under the construction contract. Construction engineering, inspections, survey checks, and material testing operations performed by the Engineer shall not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The Contractor shall remain responsible for design related Services.

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

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

A. General Requirements

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

B. Construction Engineering

- 1) Provide quality control and assurance oversight for the construction of the project through construction engineering and management in accordance with the plans and specifications, in collaboration with the Mobility Authority. Included with this task shall be the following responsibilities:
 - a. Establish and maintain the Project Field Office operation within the Contractor-provided facility; including the purchase, installation and maintenance of IT equipment; leasing and maintenance of project vehicles; and any additional expenses required by the Project.
 - b. Review the Contractor's plan for construction Quality Control to be used in the field.
 - c. Maintain project diary and associated required documentation.
 - d. Document pre-Project conditions via still photography and video.
 - e. Coordinate review of requests for information, shop drawings, and submittals as submitted by the Contractor for concurrence with contract documents as required by the Project design and specifications.
- 2) Project Document Control Oversight
 - a. Maintain and retain project files for the duration of the Project on the Mobility Authority's document control system.
 - b. Maintain the tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications,

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

- c. Assign identification coding to incoming and outgoing project related documentation and perform entry into the Mobility Authority's document control system.
- d. Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications.
- e. Log and track requests for information, submittals, and deliverables.
- f. Perform retrieval of documents as a result of Public Information Act requests.
- g. Provide mail services for the Project (US, Priority, Courier, Internal and External).

3) Project Scheduling

- a. Review, analyze and report on the Contractor's progress and upcoming milestones on a monthly basis to the Mobility Authority.

4) Change Order Processing and Management

- a. Provide review of Change Orders on the Project and coordinate with external agencies as required.
- b. Review Change Order cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time, and provide comments to the Mobility Authority.
- c. Maintain, log and retain all documents associated with Change Orders.
- d. Assist in review of Contractor initiated alternative design or substitution proposals. The Engineer(s) of Record shall be responsible for the design and approval of any design alternative, alteration or revision.

5) Requests for Information (RFI) Processing and Management

- a. Review and facilitate responses to RFIs on the Project.
- b. Maintain, log and retain all documents associated with RFIs.

6) Shop Drawing / Submittal Processing and Management

- a. Coordinate review shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals with the Mobility Authority and the Design Engineer. The Engineer of Record shall be responsible for final approval.
- b. Maintain, log and retain all documents associated with shop drawings.

7) Contractor Pay Requests

- a. Review and provide required certifications to the Mobility Authority for processing of the Contractor's partial and final pay requests.

- b. Evaluate the pay requests for proper documentation and signature by the Contractor in accordance with the requirements of the Contract and to ensure that it accurately reflects monies due for acceptable work completed.
- 8) Utility Coordination
- a. Provide oversight review of locations of new utility poles, meters, and other equipment associated with the establishment of new utilities in the project area.
 - b. Participate in meetings, as necessary, in the utility coordination process.
 - c. Coordinate with the contractor to resolve matters relating to schedules, utility identification, design changes, and conflict resolution.
- 9) Provide Technical Advice
- a. Advise and assist the Mobility Authority on matters of construction related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
 - b. Seek clarifications from the Design Engineer(s) on the intent reflected in the designs, plans, and specifications. The Engineer of Record shall remain responsible for design related services.
- 10) Program Reporting
- a. Prepare and issue monthly status reports on the Project's construction status which shall document any issues, delays encountered, and corrective actions as necessary.
 - b. Provide a monthly update to the Mobility Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
 - c. Track, monitor, and report on contracts and budgets for the Construction Engineering and Inspection (CE&I) Team.
 - d. Track, monitor, and prepare reports on HUB utilization for the CE&I Team, and SBE programs for other program contracts including construction contracts.

C. Construction Oversight Inspections

- 1) The Engineer's inspection team (hereinafter referred to as Inspectors) shall perform their work in a manner that minimizes disruption to the Contractor's operations and schedule. The Inspectors shall not hinder work that complies with the approved contract documents beyond that required for normal inspection and at pre-defined hold points. Inspectors shall comply with all applicable state and local laws and prepare applicable inspection reports and forms.
- 2) Perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), and maintenance of traffic to determine whether the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract

documents. If the Engineer observes any noncompliance by the Contractor, Engineer shall ensure that Contractor corrects the nonconformity and, failing such correction, promptly report same to the Mobility Authority. All Inspectors shall have a current OSHA-10 Card (safety training). Current and valid certifications, as required, shall need to be submitted to the GEC throughout the Contract duration for items a, b, c, and d, below. Although not a comprehensive list, at least one certified inspector shall be required for each of the following construction components:

- a. Traffic Control - A certified inspector is a person who has passed the Work Zone Traffic Control course offered by Texas A&M Engineering Extension Service (TEEX) and has a minimum of five (5) years of experience in Traffic Control inspection.
 - b. Electrical - A qualified inspector is a person has a minimum of five (5) years of experience in electrical inspection of roadway illumination and traffic signals.
 - c. Asphalt - A certified inspector is a person with a current Texas Asphalt Pavement Association (TxAPA) Hot-Mix Asphalt (HMA) Roadway Specialist - Level 1B certification and a minimum of five (5) years of experience in asphalt inspection for roadways.
 - d. Concrete - A certified inspector is a person with a current American Concrete Institute (ACI) Concrete Field Testing Technician - Field Grade I certification and a minimum of five (5) years of experience in inspection of structural concrete.
- 3) Toll gantry column and truss inspections shall be provided by the Engineer.
 - 4) Identify, document, and make recommendations to the Mobility Authority regarding plan errors and omissions, substitutions, defects and deficiencies in the work of the contractor, subcontractors, vendors, etc.
 - 5) Provide sufficient staff and a staffing plan to maintain consistency throughout the Project to schedule and perform inspections of the Contractor's work. The Engineer shall be required to be on-site performing inspection duties at any time the work is being performed including nighttime hours and on weekends as required by the planned construction work. Inspections at locations other than the project site may be required. Staffing levels shall be optimized to eliminate and/or minimize overtime for both budget and safety reasons. If weather conditions, project delays, or work stoppages temporarily reduce the need for personnel, the Engineer shall be responsible for managing their staffing levels and hours billed accordingly.
 - 6) Review and report final documentation of construction quantities in support of Contractor draw requests.
 - 7) Review and provide input on the Contractor's reported progress shown in the schedules, as needed.
 - 8) Maintain to a digital photograph log of the Project area during construction to document construction progress, with emphasis on areas with potential claim items/issues and on areas of real/potential public controversy. All photographs shall have embedded time, date, and georeferencing data.

- 9) Verify that the Project is implemented in accordance with the direction provided in RFIs. Inspectors shall prepare RFIs as necessary during the Project and provide them to the Mobility Authority for review. The Mobility Authority shall determine whether an RFI will be officially submitted to the Contractor.
- 10) Inspectors shall be provided with access to the Contractor's shop drawings and submittals. Inspectors shall verify that the Project is constructed in compliance with these documents.
- 11) Prepare, follow-up on, and be involved in the resolution of Non-Conformance Reports (NCRs) for non-compliant work.
- 12) Schedule and conduct material testing as needed for inspection of the construction work.
- 13) Review material testing reports and assist in the resolution of any deficiencies reported.
- 14) Perform quality control checks on all documentation (i.e. drill shaft logs, daily work reports) prior to submitting them to the Mobility Authority for incorporation into the Project records.
- 15) Become familiar with and utilize the features of the designated Project document control system to standardize storage of Project documents.
- 16) Become familiar with and utilize the standard reporting forms used to document construction inspections.
- 17) Track, monitor, and report to the Authority on contracts and budgets for the Engineer and any sub-consultants.
- 18) Inspect the Contractor's operations for compliance with the sections of the Environmental Compliance Management Plan under the CE&I Team's authority.

D. Construction Inspection Checklists

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

E. Traffic Control

- 1) Review, monitor and recommend modification to the Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards through the use of approved inspection reports.
- 2) Provide an inspector that is certified to perform barricade inspections and submit proof of certification to the Mobility Authority for each inspector utilized on the Project for maintenance of traffic inspections. TxDOT required quarterly barrier inspections and recommended corrections will be coordinated with TxDOT, the Mobility Authority, and the Contractor.

- 3) Document and issue deficiency reports per applicable state laws to the Contractor on any non-compliance of traffic control devices or layouts.
- 4) Verify lane closures and detours are in accordance with applicable standards.
- 5) TxDOT Form 599 is required for the inspection of traffic control devices.
- 6) Ensure the Contractor makes repairs to critical items immediately and that other deficiencies or actions are being addressed within the timeframes specified by the contract and specifications. Advise the Mobility Authority on non-payment of applicable contract pay items, if needed.
- 7) Determine whether all traffic control items used by the Contractor meet requirements of Texas Manual on Uniform Traffic Control Devices (TMUTCD, current version at the time of proposal or latest edition), traffic control plans, standards and specifications and State compliant list which include at a minimum:
 - a. Devices or signs installed shall be clean and free of damage, properly aligned and spaced, have proper reflectivity, and be properly mounted;
 - b. Pavement markings are performing properly;
 - c. Proper flagging procedures are followed; and
 - d. The overall set up is in compliance with TMUTCD and TxDOT requirements.
 - e. If the Engineer observes any noncompliance by the Contractor, Engineer shall ensure that Contractor corrects the noncomformity and, failing such correction, promptly report same to the Mobility Authority.

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

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

G. Construction Inspection - Daily Work Reports (DWR)

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

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

H. Contractor Quantities

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

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

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

I. Non-Conformance Reports (NCRs)

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

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

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

J. Survey Support

- 1) Perform initial verification of the Contractor's surveyor by checking permanent and temporary benchmarks set by the Contractor.
- 2) Perform additional verification of the Contractor's survey records and methods through semi-annual audits.
- 3) Check the horizontal and vertical locations of bridge structure components to verify conformance with the plans.

- 4) Check Contractor's line and grade between VPT/VPCs and at the beginning and end of cross slope transitions as well as any points of 0% cross slope for all lanes and shoulders on the mainlanes and general purpose lanes.
- 5) Perform miscellaneous spot checks as needed during the duration of the project.
- 6) All deliverables shall be in Microstation Format (latest TxDOT approved version) with Topographic information to be provided in 2D and 3D files. Digital Terrain Models shall be in .tin format. Other point files shall be required in ASCII or .dat file formats as requested by the Mobility Authority.
- 7) All deliverables must also conform to the following TxDOT coordinate system:
Texas Central Zone #4203, NAD 83, Adjusted to Surface using a combined scale factor of 1.00011.

K. Materials Records and Quality Acceptance

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

L. Materials Engineering

- 1) Approve the Contractor's procedures and requirements for handling, storage, shipping, delivery, and preservation of materials incorporated into the work; including Corrective Action procedures for test or inspection failures, malfunctions or deficiencies.

- 2) Perform the testing of construction materials utilized on the project.
- 3) Submit construction Quality Acceptance Material Certification letters quarterly to the Mobility Authority.
- 4) Conduct the materials acceptance testing program and provide materials advice as deemed necessary.
- 5) Prepare the end of project material certification binder and sign materials certification letter stating that the materials incorporated into the construction work are in accordance with standards and specifications.

M. Record Drawings

- 1) Compile and provide the Mobility Authority with Record (As-Built) Plans incorporating construction revisions into the original “as bid” construction plans.

N. Punch List

- 1) Coordinate with the Mobility Authority, the Contractor and TxDOT in the generation of a final punch list.
- 2) Monitor the resolution of outstanding construction items.
- 3) Perform inspection to verify satisfactory completion of punch list items.
- 4) Provide input on meeting minutes generated.

O. Meetings

Facilitate project meetings to assess progress, schedule, and the quality of services being provided as well as identify issues. The Engineer shall prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.

Meeting attendance and participation may include, but not be limited to:

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

P. Deliverables

The following construction documentation shall be maintained and kept up-to-date during the course of the construction contract on the Mobility Authority’s document

control system for review by the Mobility Authority after being checked by an appropriate member (senior inspector, project manager, etc.) of the Engineer's staff.

- 1) Weekly Progress Reports and Weekly Meeting Minutes;
- 2) Change Orders, Partial and Final Pay Estimates;
- 3) RFI Files and Log;
- 4) Submittal Files and Log;
- 5) Project Diary (objective and consisting of documented facts and statements only);
- 6) Documentation of Contractor Progress Payments;
- 7) Construction Quality Management Plan;
- 8) Inspector Daily Work Reports;
- 9) Inspector Checklists (includes any required calculations or worksheets);
- 10) Inspector Verified Quantities;
- 11) Embankment, Sub-grade, Sub-base, and Base Course Testing Reports;
- 12) Concrete Plant and Concrete Related Field Inspection Reports (calibrations, gradations, admixtures, slump, air content, etc);
- 13) HMA Plant Reports;
- 14) HMA and Cement Concrete Mix Designs;
- 15) Concrete Volume Checks;
- 16) Off-Site Testing and Inspection Reports (by others);
- 17) Miscellaneous materials certifications and documents (source of aggregate, shop drawings, subcontractor acceptance, purchase orders, etc);
- 18) Inspector Photographs;
- 19) Drill Shaft Logs;
- 20) Barricade Inspection Reports;
- 21) Provide materials tickets for all applicable items (i.e. Concrete, HMA, Flexbase, Prime, Fertilizer, Seed, etc.) with an attached documentation indicating date, pay item(s), placement location, and cumulative quantity;
- 22) Punch list Documentation;
- 23) Project Close-Out Documentation;
- 24) Initial Benchmark Survey Verification Report;
- 25) Survey Audit Reports;
- 26) Survey plan sheets for bridge drilled shaft and bearing seat checks;
- 27) Survey spreadsheet for roadway grade checks;
- 28) Accident Reports prepared by others for major accidents within the work zone (fatality or medical treatment required);
- 29) Correspondence;

- 30) Letters from the Mobility Authority to the Contractor documenting acceptance, time extension(s), and/or assessment of Liquidated Damages and/or Fees for Substantial Completion Dates, and/or Final Completion Date, as applicable.
- 31) Final Record Drawings
- 32) Test reports, plant reports, test failure tracking database, IRI results, and certifications related to the project for incorporation into the project records.
- 33) Compile the end of project materials certification binder to be signed by the Materials Engineer (professional engineer licensed and registered in Texas), including deficiency report, letters of certification, summary of NCRs and Engineering Judgments, and test exception letters.

Q. Schedule

The scope and duration of the Project is based on a 34 month construction contract construction schedule, including any added days to the schedule by contract, as well as a close-out period. The Engineer shall be available as requested by the Mobility Authority during close-out and will be responsible to ensure that all documentation has been submitted and all outstanding project-related issues have been resolved. A preliminary project schedule is attached as Exhibit C.

R. Local Government Project Procedures (LGPP)

The Engineer is required to provide a “qualified person” to the Project. This person must work actively and directly on the project and have successfully completed the TxDOT Local Government Project Procedures Training and Qualification Course, LGP101.

EXHIBIT C

WORK SCHEDULE

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

Notice to Proceed	October 10, 2016 (Tentative)
Substantial Completion.....	32 months
Final Completion.....	34 months

EXHIBIT D
FEE SCHEDULE/BUDGET

EXHIBIT E

INSTRUCTIONS HUB PARTICIPATION

The HUB Subcontracting Plan (HSP) submitted by the Engineer during the RFQ Phase shall be finalized and considered a part of this contract between the Mobility Authority and the Engineer. The Engineer must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to the Mobility Authority by completing the HUB Prime Contractor Progress Assessment Report (PAR). This monthly report is required as a condition for payment and must identify all subcontractors and the amounts paid to each subcontractor.

During the term of the contract, if the parties in the contract amend the contract to include a change to the Scope of Work or add additional funding, the Mobility Authority shall evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Engineer must submit an HSP change request for the Mobility Authority's review.

When making a change to an HSP, the Engineer shall obtain prior written approval from the Mobility Authority before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

Failure to meet the HSP and post-award requirements shall constitute a breach of contract, and shall be subject to remedial actions. The Authority may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program (see 34 T.A.C. §20.108 relating to Debarment) and (see 34 T.A.C. §20.105 relating to Procedures for Investigations and Debarment).

The following pages contain four (4) different forms (Forms F-1 through F-4) covering participation of HUB providers and subproviders. The correct form to use is determined by whether or not a HUB goal has been set for the contract. The following pages contain separate reporting forms for federally funded HUB participation. **Select the forms that are appropriate for your contract and delete the rest along with these instructions from the Work Authorization.**

EXHIBIT F

FORM F-1

**Central Texas Regional Mobility Authority
Subprovider Monitoring System
Commitment Worksheet**

Contract #: _____ Assigned Goal: 23.7% Federally Funded _____ State Funded _____

Prime Provider: _____ Total Contract Amount: _____

Prime Provider Info :HUB _____

Engineer ID #: _____ HUB Expiration Date: _____

(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	Type of Work	Engineer ID # (First 11 Digits Only)	H=HUB	Expiration Date	\$ Amount or % of Work *
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total HUB Commitment Dollars \$ _____

Total HUB Commitment Percentages of Contract _____%

FORM F-2

HUB HSP

FORM F-3

**Central Texas Regional Mobility Authority Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____**

Contract #: _____

Original Contract Amount: _____

Date of Execution: _____

Approved Supplemental Agreements: _____

Prime Provider: _____

Total Contract Amount: _____

Work Authorization No. _____

Work Authorization Amount: _____

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Contract Manager/Managing Office

1 Copy – CTRMA DBE Liaison, c/o HNTB or Atkins, _____, Austin, Texas

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer

Signature

Phone

Date

Email

Fax



FORM F-4

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Table with 3 columns: Name, Address, Phone Number. Multiple empty rows for data entry.

The information must be provided and returned with the contract.

Signature

Date

Printed Name

Email

Phone#

EXHIBIT G

Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
		_____ Signature of authorized agent of contracting business entity	
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES**

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

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

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

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heilgenstein

Executive Director

(Date)

ATTACHMENT D

LIST OF KEY PERSONNEL

At a minimum the Key Personnel shall consist of the following:

1. Project Manager
2. Resident Engineer/Construction Manager
3. Document Control Manager
4. Lead Roadway Inspector
5. Lead Structural Inspector
6. Lead Drainage Inspector
7. Survey Manager
8. Materials Records and Quality Assurance Manager
9. Lead Materials Manager
10. Local Government Project Procedures (LGPP) Qualified Person

Scope #	SCOPE OF WORK DESCRIPTION	MANHOOR ESTIMATE														Total Manhours	Direct Labor Cost	Total Labor Plus OH+Profit
		JACOBS								SUBCONSULTANT								
		Project Manager	2-Man Crew	Scheduler	Document Controller	Senior Field Rep	Roadway and Env Inspector	Inspector III	Inspector II	Bud Hiemer - Foster CM	Materials Testing - Pavetex	Material Testing - Pavetex	Mat. Records Magr - Pavetex	Mat. Engineer - Pavetex	Elec. Inspector - Maldonado			
Raw Rate	124.08	60.70	71.00	40.33	69.50	54.50	44.69	38.15	36.52	38.15	38.15	52.32	81.75	81.75				
BILLING RATE	255.97	139.74	163.44	83.20	143.37	112.43	92.19	78.70	90.37	94.42	94.42	148.48	232.01	202.33				
B	Construction Engineering																	
1	Provide QA/QC	-	-	-	-	-	-	-	-	-	-	-	-	-				
1.a	Establish Project field Office	100	-	-	100	-	-	-	-	-	-	-	-	-				
1.b	Review plans for Construction QC	100	-	-	100	-	-	-	-	-	-	-	-	-				
1.c	Maintain project diary and related documents	100	-	-	100	-	-	-	-	-	-	-	-	-				
1.d	Document pre-project conditions	140	-	-	100	32	-	-	-	-	-	-	-	-				
1.e	Review shop drawings and submittals	100	-	-	100	-	-	-	-	-	-	-	-	-				
2	Project Document Control Oversight	-	-	-	100	-	-	-	-	-	-	-	-	-				
2.a	Maintain and Retian Project files in MA's document control system	160	-	-	100	-	-	-	-	-	-	-	-	-				
2.b	Maintain ttracking database with issues relating to project	140	-	-	100	-	-	-	-	-	-	-	-	-				
2.c	Assign identification coding	100	-	-	100	-	-	-	-	-	-	-	-	-				
2.d	Prepare/Manage/Record/Distribute/Archive documentation of project activities	100	-	-	100	-	-	-	-	-	-	-	-	-				
2.e	Log and track RFI's, submittals and deliverables	100	-	-	100	-	-	-	-	-	-	-	-	-				
2.f	Perform Retrieval of documents	100	-	-	100	-	-	-	-	-	-	-	-	-				
2.g	Provide mail services	-	-	-	100	-	-	-	-	-	-	-	-	-				
3	Project Scheduling	-	-	-	-	-	-	-	-	-	-	-	-	-				
3.a	Evaluate, monitor and verify construction schedule	-	-	340	-	-	-	-	-	-	-	-	-	-				
3.b	Report progrese on monthly basis	-	-	-	-	-	-	-	-	-	-	-	-	-				
3.c	Identify baseline schedule and schedule revisions on a monthly basis	-	-	-	-	-	-	-	-	-	-	-	-	-				
3.d	Constructability review of WBS submitted by contractor	-	-	-	-	-	-	-	-	-	-	-	-	-				
4	Change order processing and management	-	-	-	-	-	-	-	-	-	-	-	-	-				
4.a	Review change orders and coordinate with external agencies	100	-	-	50	-	-	-	-	-	-	-	-	-				
4.b	Review change order cost estimates	100	-	-	-	-	-	-	-	-	-	-	-	-				
4.c	Maintain log for change orders	100	-	-	50	-	-	-	-	-	-	-	-	-				
4.d	Review contractor initiated alternative design or substition proposals	80	-	-	50	-	-	-	-	-	-	-	-	-				
5	Request for inforamtion proccessign and management	-	-	-	-	-	-	-	-	-	-	-	-	-				
5.a	Review and respond for RFI's	50	-	-	50	-	-	-	-	-	-	-	-	-				
5.b	Maintain log of all RFI's	40	-	-	50	-	-	-	-	-	-	-	-	-				
6	Shop Drawing/ Submittal Processing	-	-	-	-	-	-	-	-	-	-	-	-	-				
4.a	Coordinate review shop drawings	40	-	-	50	-	-	-	-	-	-	-	-	-				
4.b	Maintain, log and reatin documents with shop drawings	40	-	-	50	-	-	-	-	-	-	-	-	-				
7	Contractor Pay Requests	-	-	-	-	-	-	-	-	-	-	-	-	-				
7.a	Review and provide certifications for processing Contractors payments	80	-	-	50	-	-	-	-	-	-	-	-	-				
7.b	Evaluate pay requests for documentation and signature	30	-	-	50	-	-	-	-	-	-	-	-	-				
8	Utility Coordination	-	-	-	-	-	-	-	-	-	-	-	-	-				
8.a	Review locations of new utilities in project area	35	-	-	-	-	-	-	-	-	-	-	-	-				
8.b	Participate in utility coordination meetings	25	-	-	-	-	-	-	-	-	-	-	-	-				
8.c	Coordinate with contractor to resolve matters - schedule, desing change, utility identification	25	-	-	-	-	-	-	-	-	-	-	-	-				

Scope #	SCOPE OF WORK DESCRIPTION	MANHOUR ESTIMATE														Total Manhours	Direct Labor Cost	Total Labor Plus OH+Profit
		JACOBS								SUBCONSULTANT								
		Project Manager	2-Man Crew	Scheduler	Document Controller	Senior Field Rep	Roadway and Env Inspector	Inspector III	Inspector II	Bud Hiemer - Foster CM	Materials Testing - Pavetex	Material Testing - Pavetex	Mat. Records Magr - Pavetex	Mat. Engineer - Pavetex	Elec. Inspector - Maldonado			
Raw Rate	124.08	60.70	71.00	40.33	69.50	54.50	44.69	38.15	36.52	38.15	38.15	52.32	81.75	81.75				
BILLING RATE	255.97	139.74	163.44	83.20	143.37	112.43	92.19	78.70	90.37	94.42	94.42	148.48	232.01	202.33				
9	Provide Technical Advice	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0	
9.a	Assist MA on construcion related matters to interpret design details	60	-	-	50	-	-	-	-	-	-	-	-	-	110	\$9,461	\$19,518	
9.b	Seek Clarification from design engineers	60	-	-	50	-	-	-	-	-	-	-	-	-	110	\$9,461	\$19,518	
10	Program Repoerting	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0	
10.a	Prepare and issue monthly status reports	80	-	-	90	-	-	-	-	-	-	-	-	-	170	\$13,556	\$27,965	
10.b	Provide monthly updates - milestones accomplished and activities for upcoming month	80	-	-	100	-	-	-	-	-	-	-	-	-	180	\$13,959	\$28,797	
10.c	Track, monitor and prepare reports on contracs and budgets	65	-	-	100	-	-	-	-	-	-	-	-	-	165	\$12,098	\$24,958	
10.d	Track, monitor and prepare reports on HUB utilization	35	-	-	100	-	-	-	-	-	-	-	-	-	135	\$8,376	\$17,279	
C	Construction Oversight Inspection																	
1	Inspectors	-	-	-	75	2,760	2,960	2,960	2,300	3,000	2,860	1,500	1,100	250	425	20,190	\$964,800	\$2,178,766
2	Perform and report Construction inspectors for structures, roadway, drainage and traffic	-	-	-	75	256	350	250	100	120	-	60	-	-	65	1,276	\$66,863	\$142,874
3	Provide toll gantry column and truss inspections	-	-	-	75	65	-	100	100	100	100	60	-	-	100	700	\$33,757	\$77,026
4	Identify, document and recommend plan errors, omissions, substitutions and defects	50	-	-	50	97	120	100	100	160	160	60	-	-	65	962	\$49,335	\$109,830
5	Provide sufficient staff and staffig plan	80	-	-	-	120	-	-	-	-	-	60	-	-	-	260	\$20,555	\$43,347
6	Review and report final documenttion of construction quantities	-	-	-	50	100	100	100	65	160	150	60	-	-	65	850	\$40,533	\$91,515
7	Review and provide input on Contractors schedule progress report	20	-	-	75	100	100	100	65	160	150	60	-	-	65	895	\$44,023	\$98,714
8	Maintain digital photograph log	-	-	-	75	90	100	100	65	120	150	60	-	-	65	825	\$39,385	\$88,546
9	Prepare RFI's and verify that project is iplemented in acordance with directions provided in RFI's	-	-	-	75	90	100	100	65	120	150	60	-	-	65	825	\$39,385	\$88,546
10	Verify project is constructed in acordance with the Contractors shop drawings	-	-	-	75	100	100	100	65	100	100	60	-	-	65	765	\$37,443	\$83,451
11	Prepare and follow up in the resolution of Non-Conformance Reports	-	-	-	75	100	100	100	65	160	150	60	-	-	65	875	\$41,541	\$93,595
12	Schedule and conduct materials testings	-	-	-	75	90	100	100	65	120	100	60	-	-	65	775	\$37,478	\$83,825
13	Review materisla testing reports	-	-	-	-	90	100	100	65	120	100	100	-	-	65	740	\$35,979	\$81,362
14	Perform quality control checks on all documentations	-	-	-	75	65	100	100	65	120	100	100	-	-	65	790	\$37,266	\$84,018
15	Utilize project document control system to standardize storage of docuements	35	-	-	75	65	100	100	65	120	100	100	-	-	65	825	\$41,609	\$92,976
16	Utilize standard reporting forms to document construction inspectors	-	-	-	-	65	100	100	65	120	100	100	-	-	65	715	\$34,242	\$77,778
17	Track , monitor and report on contracts and budget	35	-	-	75	65	100	100	65	100	100	100	-	-	65	805	\$40,879	\$91,169
18	Inspect Contractors operations for compliance with ECMP	-	-	-	-	65	50	100	65	153	150	100	-	-	65	748	\$34,629	\$79,860
D	Construction Inspection Checklists																	
	Document all inspections based on checklist provided by MA	35	-	-	75	100	100	100	65	100	100	100	-	-	67	842	\$43,475	\$96,592
E	Traffic Control																	
1	Review, monitor and recommend modifcations to Contractors maintainence of traffic control operations	50	-	-	-	100	-	-	-	120	-	100	-	-	100	470	\$29,526	\$67,656
2	Perform barricade inspections on a quarterly basis and provide recommendations	-	-	-	-	100	150	-	-	100	-	100	-	-	-	450	\$22,591	\$49,681
3	Document and issue defecience reports for any non-compliance of traffic control devices or layouts	-	-	-	-	100	150	-	-	100	100	100	-	-	-	550	\$26,406	\$59,123
4	Verify lane closures and detours are in accordance with applicable standards	50	-	-	-	100	150	-	-	100	-	100	-	-	-	500	\$28,795	\$62,480

SPECIFIED RATES FEE ESTIMATE

Scope #	SCOPE OF WORK DESCRIPTION	MANHOUR ESTIMATE														Total Manhours	Direct Labor Cost	Total Labor Plus OH+Profit
		JACOBS								SUBCONSULTANT								
		Project Manager	2-Man Crew	Scheduler	Document Controller	Senior Field Rep	Roadway and Env Inspector	Inspector III	Inspector II	Bud Hiemer - Foster CM	Materials Testing - Pavetex	Material Testing - Pavetex	Mat. Records Magr - Pavetex	Mat. Engineer - Pavetex	Elec. Inspector - Maldonado			
	Raw Rate	124.08	60.70	71.00	40.33	69.50	54.50	44.69	38.15	36.52	38.15	38.15	52.32	81.75	81.75			
	BILLING RATE	255.97	139.74	163.44	83.20	143.37	112.43	92.19	78.70	90.37	94.42	94.42	148.48	232.01	202.33			
5	TxDOT Form 599 for inspection of traffic control devices	-	-	-	-	100	150	-	-	100	-	100	-	-	-	450	\$22,591	\$49,681
6	Ensure critical items are repaired immediately	50	-	-	-	100	150	-	-	100	100	100	-	-	-	600	\$32,610	\$71,922

Scope #	SCOPE OF WORK DESCRIPTION	MANHOOR ESTIMATE														Total Manhours	Direct Labor Cost	Total Labor Plus OH+Profit
		JACOBS								SUBCONSULTANT								
		Project Manager	2-Man Crew	Scheduler	Document Controller	Senior Field Rep	Roadway and Env Inspector	Inspector III	Inspector II	Bud Hiemer - Foster CM	Materials Testing - Pavetex	Material Testing - Pavetex	Mat. Records Magr - Pavetex	Mat. Engineer - Pavetex	Elec. Inspector - Maldonado			
Raw Rate	124.08	60.70	71.00	40.33	69.50	54.50	44.69	38.15	36.52	38.15	38.15	52.32	81.75	81.75				
BILLING RATE	255.97	139.74	163.44	83.20	143.37	112.43	92.19	78.70	90.37	94.42	94.42	148.48	232.01	202.33				
7	Ensure all traffic control items meet the current TMUTCD'd current version	65	-	-	-	100	150	-	-	100	100	100	-	-	-	615	\$34,471	\$75,761
F	Drill Shafts																	
	Verify proper drill shafts or pile installations	-	-	-	-	-	-	225	66	-	50	100	-	-	-	441	\$18,296	\$40,101
G	Constuction Inspection - Daily Work Reports																	
	Verify proper drill shafts or pile installations	65	-	-	-	-	-	230	66	-	50	100	-	-	-	511	\$26,584	\$57,200
H	Contractor Quantities																	
	Track and report on a monthly basis Contractors materials on hand	65	-	-	-	100	150	120	65	50	50	100	-	-	-	700	\$38,581	\$82,700
I	Non-Conformance Reports (NCR's)																	
	Inspector to confirm that all work is completed in conformance with approved construcion documents.	65	-	-	-	100	150	100	65	50	100	100	-	-	-	730	\$39,594	\$85,577
J	Survey Report																	
1	Verify Contractors surveyor by checking permanenet and temp benchmarks set by contractors	65	320	-	-	-	-	-	-	-	-	-	-	-	-	385	\$27,490	\$61,355
2	Verify contractors survey records and methods through semi-annual audits	65	160	-	-	-	-	-	-	-	-	-	-	-	-	225	\$17,777	\$38,996
3	Check horizontal and vertical locations of bridge structures	-	320	-	-	-	-	-	-	-	-	-	-	-	-	320	\$19,425	\$44,717
4	Check contrators line and grade	-	320	-	-	-	-	-	-	-	-	-	-	-	-	320	\$19,425	\$44,717
5	Perform miscellaneous spot checks	-	320	-	-	-	-	-	-	-	-	-	-	-	-	320	\$19,425	\$44,717
6	Provide all deliverables in Microstation format	100	320	-	-	-	-	-	-	-	-	-	-	-	-	420	\$31,833	\$70,314
7	All deliverables to conform TxDOT coordinate system	100	320	-	-	-	-	-	-	-	-	-	-	-	-	420	\$31,833	\$70,314
K	Materials Records and Quality Acceptance																	
1	Provide Qualification Program for all materials used in accordance with the QAP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
2	Prepare reports for Material tests	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
3	Develop and implement a testing plan in complianc with TxDOT's standards	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
4	Prepare NCR's for failing tests	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
5	Prepare control charts for applicable values	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
6	Montior test results and maintain a testing database	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
7	Perform IRI testing of finished pavements surfaces	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	\$0
L	Materials Engineering																	
1	Approve contractors procedures and requirements for handling, storage, shipping, delivery and preservation of materials	-	-	-	-	-	-	-	-	-	50	100	-	-	-	150	\$5,723	\$14,163
2	Perform tesing on construction materials used on projects	-	-	-	-	-	-	-	-	-	50	100	-	-	-	150	\$5,723	\$14,163
3	Provide quality acceptance material certification leters on a quarterly basis	-	-	-	-	-	-	-	-	-	50	100	-	-	-	150	\$5,723	\$14,163
4	Conduct materails acceptance testing program	-	-	-	-	-	-	-	-	-	50	100	-	-	-	150	\$5,723	\$14,163
5	Prepare end of project material certification binder	-	-	-	-	-	-	-	-	-	50	100	-	-	-	150	\$5,723	\$14,163
M	Record Drawings																	
1	Complie and provide MA with record plans	100	-	-	50	100	165	121	55	100	100	100	-	-	-	891	\$49,154	\$106,050
N	Punch List																	
1	Coordinate with MA, Contractor and TxDOT for final punch list	60	-	-	-	350	-	-	-	-	-	-	-	100	510	\$39,944	\$85,771	

SPECIFIED RATES FEE ESTIMATE

Scope #	SCOPE OF WORK DESCRIPTION	MANHOOR ESTIMATE														Total Manhours	Direct Labor Cost	Total Labor Plus OH+Profit
		JACOBS								SUBCONSULTANT								
		Project Manager	2-Man Crew	Scheduler	Document Controller	Senior Field Rep	Roadway and Env Inspector	Inspector III	Inspector II	Bud Hiemer - Foster CM	Materials Testing - Pavetex	Material Testing - Pavetex	Mat. Records Magr - Pavetex	Mat. Engineer - Pavetex	Elec. Inspector - Maldonado			
	Raw Rate	124.08	60.70	71.00	40.33	69.50	54.50	44.69	38.15	36.52	38.15	38.15	52.32	81.75	81.75			
	BILLING RATE	255.97	139.74	163.44	83.20	143.37	112.43	92.19	78.70	90.37	94.42	94.42	148.48	232.01	202.33			
2	Monitor resolution of outstanding construction items	100	-	-	-	65	-	-	-	-	-	-	-	-	100	265	\$25,100	\$55,149
3	Perform inspection to verify completion of punch list items	100	-	-	-	65	-	-	-	-	-	-	-	-	100	265	\$25,100	\$55,149
4	Provide input on meeting minutes generated	100	-	-	-	-	-	-	-	-	-	-	-	-	-	100	\$12,408	\$25,597
O	Meetings																	
1	Attend weekly progress meetings held by MA	50	-	-	-	-	-	-	-	-	-	-	-	-	-	50	\$6,204	\$12,798
2	Attend staff meetings for construction oversight	80	-	-	-	65	-	-	-	-	-	-	-	-	-	145	\$14,444	\$29,797
3	Attend pre-activity meetings, safety meetings and any other meetings requiring construction inspection expertise	50	-	-	-	65	-	-	-	-	-	-	-	-	-	115	\$10,721	\$22,118
	Billable Hours	4,000	2,080	340	3,365	6,125	6,145	5,606	3,827	6,073	5,720	4,560	1,100	250	1,967	51,158		

Expenses		
Jacobs	Airfare	
Jacobs	Rental	
Jacobs	Hotel with Fees	
Jacobs	Meals	
Jacobs	Laptops 5 FTEs at 34mo @ \$100/mo	\$ 17,000.00
Jacobs	Cell phone and Wireless Cards 5 FTEs at 34mo @ \$100/mo	\$ 17,000.00
Jacobs	Safety Equipment & OSHA Training (Including Vehicles)	
Jacobs	Printer Lease \$350 * 34mo	
Jacobs	Vehicles \$1200 x 34mo x 5 FTE	\$ 204,000.00
Pavetex	Materials Testing	\$ 138,534.00
Pavetex	Vehicles \$1200 x 34mo x 2 FTEs	\$ 91,600.00
Foster	Vehicles \$1200 x 32mo	\$ 38,400.00
Maldonado	Vehicles \$1200 x 15mo	\$ 18,000.00
TOTAL EXPENSES		\$ 524,534.00

SUMMARY OF COSTS	
TOTAL LABOR PLUS OVERHEAD & PROFIT plus OH+Profit	\$6,175,935
Total Expenses	\$524,534
GRAND TOTAL GRAND TOTAL	\$6,700,469

SUMMARY BY CONSULTANT	
JACOBS	\$4,275,119
PAVETEX	\$1,422,119
FOSTER	\$587,245
MALDANADO	\$415,986
GRAND TOTAL	\$6,700,469

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

RESOLUTION NO. 16-061

**AUTHORIZE EXECUTION OF A CONTRACT WITH HICKS & COMPANY
TO PROVIDE INDEPENDENT ENVIRONMENTAL COMPLIANCE
MANAGEMENT SERVICES FOR THE SH 45 SW PROJECT**

WHEREAS, by Resolution No. 15-075 dated October 28, 2015, the Board of Directors authorized the Executive Director to procure independent environmental compliance management services for the SH 45 SW Project; and

WHEREAS, by Resolution No. 16-058 dated July 27, 2016, the Board of Directors awarded a professional services contract to provide independent environmental compliance management services for the SH 45 SW Project to Hicks & Company; and

WHEREAS, the Executive Director and Hicks & Company, have discussed and agreed to a proposed contract and Work Authorization No. 1 for independent environmental compliance management services for the SH 45 SW Project; and

WHEREAS, the Executive Director recommends that the Board approve the proposed contract and Work Authorization No. 1 copies of which are attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract and Work Authorization No. 1 with Hicks & Company in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Willkerson
Chairman, Board of Directors

Exhibit A

CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES

THIS CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES (the “Contract”) is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, (the “Mobility Authority”) and Hicks & Company (the “Consultant” herein referred to as the “IECM”), having its principal business address at 1504 West 5th Street, Austin, Texas 78703

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for services generally described as professional services to assist the Mobility Authority with Independent Environmental Compliance Management for the Project, and more specifically described in Article I (the “Services”); and,

WHEREAS, pursuant to a qualifications-based selection conducted in accordance with the Professional Services Procurement Act (Tex. Gov’t Code Sec. 2254.001, et. seq.), and the Mobility Authority’s Policy Code regarding the procurement of professional services, the Mobility Authority has selected the IECM to provide the needed services; and

WHEREAS, the IECM has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Mobility Authority and the IECM, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES

The IECM will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s) (the “Services”). All Services provided by the IECM shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto.

ARTICLE 2 COMPENSATION

Compensation for the IECM’s Services and other aspects of the mutual obligations concerning the IECM’s Services and payment therefore are as follows:

A. Maximum Compensation. The maximum payment by the Mobility Authority for the Services provided under this Contract and associated Work Authorizations (including compensation to the IECM and reimbursable expenses) may not exceed \$_____.

B. Basis for Compensation. Subject to the terms of a Work Authorization issued pursuant to Article 4 below (including any maximum amount to be paid as stated therein), the Mobility Authority agrees to pay, and the IECM agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

$$\text{Direct Labor Cost} \times (1.0 + \text{OH Rate}) \times (1.0 + \text{Profit (\%)})$$

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the IECM's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) or otherwise approved overhead rate pursuant to this subsection 2.B; and Profit (%) reflects a ten percent (10%) profit. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the effective date of this Agreement is reflected in Attachment A. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and are subject to the written approval of the Executive Director or his designee. No increase shall be made **to the specified** profit percentage. The first adjustment to the auditable overhead rate shall be considered no earlier than one year after the execution of this contract. All adjustments shall be agreed to in writing by the Mobility Authority prior to implementation, and the Mobility Authority shall have the right to review and/or audit the IECM's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the IECM or a sub consultant of the IECM does not have a Far 31 overhead rate, they may submit, for Mobility Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subsection 2.I. During the term of this Agreement **the IECM shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the IECM.**

The payment of the hourly rates and allowed costs shall constitute full payment for all Services, liaisons, products, materials, and equipment required to deliver the Services.

C. Limitations on Rates Utilized. The IECM represents that at all times, subject to the limitations on timing and approval in subsection 2.A, throughout the term of this Contract that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); and shall be based on actual salary amounts for the individuals performing the work; that the Direct Labor Costs shall not exceed the ranges reflected in Attachment A and shall be based on actual salary amounts for the individuals performing the work.

D. Reimbursable Expenses. As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subsections 2.A. and B. is anticipated by the Mobility Authority and the IECM to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses anticipated to result from the IECM's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general

photocopying, computer hardware/software and service charges, and similar costs. The IECM is responsible to provide all other necessary tools and equipment to perform the required Services which will be considered non-reimbursable. To the extent not otherwise included in the IECM's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by IECM or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the IECM shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the IECM that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the IECM employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the IECM to unaffiliated entities; provided, however, that aggregate amounts in excess of \$2,500 for which the IECM intends to seek reimbursement pursuant to this subsection 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the IECM for travel, lodging, and similar expenses incurred by the IECM to bring additional staff to its local office or to otherwise reassign personnel to provide basic support of the IECM's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subsection 2.C., such costs incurred by the IECM to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting environmental compliance services of the type described in this agreement.

The IECM acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of 2 CFR 200 Subpart E, which may reduce the amount of expenses and costs reimbursed to less than what was actually incurred.

E. Subcontractors. For the purposes of this Contract, a "subcontractor" is an individual or entity contracted by the IECM to provide services related to or part of those which the IECM owes to the Mobility Authority under this Contract. The IECM may engage a subcontractor to provide services, and the Mobility Authority will reimburse the IECM for the IECM's cost of engaging the subcontractor for those services, if the IECM provides a written description of the proposed services and the proposed price (using rates approved in Attachment A), to the Mobility Authority before the services are provided and the Mobility Authority has provided to the IECM a written approval for the services and the proposed price. If an approved subcontractor bills on an hourly rate, each invoice from the subcontractor submitted to the Mobility Authority for reimbursement must report the tasks performed by each billing person and the

amount of time spent performing the task. The IECM may not charge a mark-up or commission on a subcontractor's invoice, and the Mobility Authority will not reimburse the IECM in an amount that exceeds the price proposal from the subcontractor that was approved by the Mobility Authority.

F. Non-compensable Time. Time spent by the IECM's personnel or subcontractors in an administrative or supervisory capacity not related to the performance of the Services is not compensable and shall not be billed to the Mobility Authority. Time spent on work in excess of what would reasonably be considered appropriate under industry standards for the performance of such Services is not compensable, unless that additional time spent resulted from the Mobility Authority's delay in providing information, materials, feedback, or other necessary cooperation to the IECM. The Mobility Authority will not pay any hourly compensation to the IECM for Services or deliverables required due to an error, omission, or fault of the IECM.

G. Invoices and Records. The IECM shall submit its monthly invoices certifying the fees charged and any reimbursable expenses for Services provided during the previous month, and shall also present a reconciliation of monthly invoices (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Mobility Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as TxDOT may require, including a breakdown of Services provided on a project-by-project basis, together with other Services requested by the Mobility Authority, with the IECM provided advance notice of such TxDOT requirements. Upon request of the Mobility Authority, the IECM shall also submit certified time and expense records directly related to Services provided to the Mobility Authority, and copies of invoices that support invoiced fees and reimbursable expenses. All invoices must be consistent with the rates established by this Contract. Unless waived in writing by the Executive Director, no invoice may contain, and the Mobility Authority will not be required to pay, any charge for billable hours which is more than (90) days old at the time of invoicing.

H. Effect of Payments. No payment by the Mobility Authority shall relieve the IECM of its obligation to deliver timely the Services required under this Contract or a Work Authorization. If, prior to acceptance of any Service, product or other deliverable, the Mobility Authority determines that said Service, product or deliverable does not satisfy the requirements of this Contract (beyond mere creative differences), the Mobility Authority may reject same and require the IECM to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority.

I. Time and place of payment. Upon receipt of an invoice that complies with all invoice requirements set forth in Article 3, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT. **If the Mobility Authority disputes a request for payment by the IECM, the Mobility Authority agrees to pay any undisputed portion of the invoice when due. Any such dispute must be detailed in writing within 30 days after the Mobility Authority's receipt of**

the monthly invoice. The IECM reserves the right to stop work under this Contract if payments are not timely made per the terms of this Contract.

J. Taxes. All payments to be made by the Mobility Authority to the IECM pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Mobility Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the IECM in performing this Contract shall be deemed to have passed to the Mobility Authority at the time the IECM takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Mobility Authority, to the extent practicable.

ARTICLE 3 PAYMENT REQUIREMENTS

A. Monthly Invoices. The IECM shall submit its monthly invoices and any reimbursable expenses for Services provided during the previous month. The invoice shall be submitted electronically in a form acceptable to the Mobility Authority. The IECM is authorized to submit requests for payment no more frequently than monthly and no later than ninety (90) days after costs are incurred.

B. Form of Invoices. The invoice shall show: (1) the Work Authorization number for each Work Authorization included in the billing; (2) the total amount earned to the date of submission; and (3) the amount due and payable as of the date of the current billing statement for each Work Authorization. The invoice shall indicate if the work has been completed or if the billing is for partial completion of the work. The invoice shall be substantially in a form provided or approved by the Mobility Authority.

C. Thirty Day Payments. Upon receipt of an invoice that complies with all invoice requirements set forth in this Article, the Mobility Authority shall make a good faith effort to pay the amount, which is due and payable within thirty (30) days, provided that if all or a portion of the Services reflected in the invoice are to be reimbursed by TxDOT through a financial assistance agreement between TxDOT and the Mobility Authority, the Mobility Authority shall make a good faith effort to pay such amounts within thirty (30) days of receipt of such payments from TxDOT.

D. Withholding Payments. The Mobility Authority reserves the right to withhold payment of the IECM's invoice in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty (30) day period following receipt of the invoice; (2) pending verification of satisfactory work performed; or (3) if required reports (including third-party verifications, if any) are not received.

E. Invoice and Progress Report Submittal Process. The protocol for invoice and progress report submittal, review, and approval will be as follows:

- (1) A progress report shall be submitted to Mobility Authority at least once each calendar month;

- (2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;
- (3) The Mobility Authority and/or the GEC (as defined in Article 18) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;
- (4) The invoice will either be recommended for approval by Mobility Authority and/or GEC, or the Mobility Authority and/or GEC will return it to the IECM for required correction; and
- (5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

ARTICLE 4 WORK AUTHORIZATIONS

A. Use. Services performed shall be in strict accordance with the scope, schedule, and budget set forth in each Work Authorization issued pursuant to this Contract, and no Services shall be performed which are not the subject of a validly issued Work Authorization. The Mobility Authority will issue Work Authorizations using the form attached as Attachment B to authorize all work under this Contract. No work shall begin on the activity until the Work Authorization is approved and fully executed. All work must be completed on or before the completion date specified in the Work Authorization.

B. Contents. Each Work Authorization shall include: (1) types of Services to be performed and a full description of the work required to perform those Services (2) a full description of general administration tasks exclusive to that Work Authorization (3) a work schedule (including beginning and ending dates) with milestones; (4) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (5) a Work Authorization budget as described in subsection C below. The IECM is not to include additional Contract terms and conditions in the Work Authorization.

C. Work Authorization Budget. A Work Authorization budget shall be prepared by the IECM and shall set forth in detail the following: (1) the computation of the estimated cost of the work as described in the Work Authorization; (2) the estimated time (hours/days) required to complete the work using the fees set forth in Attachment A; (3) a work plan that includes a list of the work to be performed; and (4) a maximum cost (not-to-exceed) amount or unit or lump sum cost and the total cost or price of the Work Authorization.

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Mobility Authority. While it is the Mobility Authority's intent to issue Work Authorizations hereunder, the IECM shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

E. Incorporation into Contract. Each Work Authorization shall be signed by both parties and become a part of the Contract. No Work Authorization will waive the Mobility Authority's or the IECM's responsibilities and obligations established in this Contract. The IECM shall promptly notify the Mobility Authority of any event that will affect completion of the Work Authorization in accordance with the terms thereof.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred beyond those authorized in a Work Authorization, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C. Supplemental Work Authorizations, if required, must be executed by both parties within the period of performance specified in the Work Authorization. The IECM shall allow adequate time for review and approval of the Supplemental Work Authorization by the Mobility Authority.

(1) Notice. If the IECM is of the opinion that any assigned work is beyond the scope of this Contract and constitutes additional work beyond the Services to be provided under this Contract, it shall promptly notify the Mobility Authority and submit written justification presenting the facts of the work and demonstrating how the work constitutes supplementary work.

(2) Changes in Scope. Changes that would modify the scope of the work authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization (see Attachment C). If the change in scope affects the amount payable under the Work Authorization, the IECM shall prepare a revised Work Authorization budget for the Mobility Authority's approval. The Mobility Authority shall analyze the proposed justification, work hour estimate and cost. Upon approval of the need, the Mobility Authority shall negotiate the Supplemental Agreement scope with the IECM, and then process the final Supplemental, subject to final written approval by the Mobility Authority.

(3) Limitation of Liability. The Mobility Authority shall not be responsible for actions by the IECM or any costs incurred by the IECM relating to additional work not directly associated with or prior to the execution of a Supplemental Work Authorization.

G. Deliverables. Upon satisfactory completion of the Work Authorization, the IECM shall submit the deliverables as specified in the executed Work Authorization to the Mobility Authority for review and acceptance.

ARTICLE 5 SCHEDULE

A. Progress meetings. As required and detailed in the Work Authorizations, the IECM shall from time to time during the progress of the work confer with the Mobility Authority.

The IECM shall prepare and present such information as may be pertinent and necessary or as may be requested by the Mobility Authority in order to evaluate features of the work.

B. Conferences. At the request of the Mobility Authority or the IECM and as required and detailed in the Work Authorizations, conferences shall be provided at the IECM's office, the office of the Mobility Authority, or at other locations designated by the Mobility Authority. These conferences shall also include evaluation of the IECM's Services and work when requested by the Mobility Authority.

C. Reports. The IECM shall promptly advise the Mobility Authority in writing of events that have a significant impact upon the progress of a Work Authorization, including:

(1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken or contemplated, and any Mobility Authority or federal assistance needed to resolve the situation; and

(2) favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

D. Corrective Action. Should the Mobility Authority determine that the progress of work does not satisfy the milestone schedule set forth in a Work Authorization, the Mobility Authority shall review the work schedule with the IECM to determine the nature of corrective action needed.

E. More Time Needed. If the IECM determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed within the work schedule contained therein, the IECM shall promptly notify the Mobility Authority and shall follow the procedure set forth in the Work Authorization. The Mobility Authority may, at its sole discretion, modify the work schedule to incorporate an extension of time.

ARTICLE 6 SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Mobility Authority desire to suspend a Work Authorization but not terminate the Contract, the Mobility Authority may verbally notify the IECM followed by written confirmation, giving fifteen (15) days prior notice. Both parties may waive the fifteen (15) day notice requirement in writing.

B. Reinstatement. A Work Authorization may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the Mobility Authority to resume the work. Both parties may waive the sixty (60) day notice in writing.

C. Limitation of Liability. The Mobility Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Mobility Authority to begin work,

during periods when work is suspended, or after the completion of the Contract or Work Authorization.

ARTICLE 7 CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the IECM has submitted work in accordance with the terms of this Contract and Work Authorization(s) but the Mobility Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract and Work Authorization(s), the IECM shall make such revisions as requested and as directed by the Mobility Authority, provided the work is reflected in a Supplemental Work Authorization.

B. Work Does Not Comply with Contract. If the IECM submits work that does not comply with the terms of this Contract or Work Authorization(s), the Mobility Authority shall instruct the IECM to make such revision as is necessary to bring the work into compliance with the Contract or Work Authorization(s). No additional compensation shall be paid for this work.

C. Errors/Omissions. The IECM shall make revisions to the work authorized in this Contract or Work Authorization(s) that are necessary to correct errors or omissions appearing therein, when required to do so by the Mobility Authority. No additional compensation shall be paid for this work.

ARTICLE 8 OWNERSHIP OF DATA

A. Work for Hire. All Services provided under this Contract are considered work for hire and, as such, all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the property of the Mobility Authority.

B. Disposition of Documents. All documents prepared by the IECM and all documents furnished to the IECM by the Mobility Authority shall be delivered to the Mobility Authority upon request by the Mobility Authority. The IECM, at its own expense, may retain copies of such documents or any other data which it has furnished the Mobility Authority under this Contract, but further use of the data is subject to express written permission by the Mobility Authority.

C. Release of Design Plan. The IECM (1) will not release any roadway design plan created or collected under this Contract except to its subproviders as necessary to complete the Contract; (2) shall include a provision in all subcontracts which acknowledges the Mobility Authority's ownership of the design plan and prohibits its use for any use other than the project identified in this Contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for any portion of the design plan created by the Mobility Authority.

**ARTICLE 9
PUBLIC INFORMATION AND CONFIDENTIALITY**

A. Public Information. The Mobility Authority will comply with Texas Government Code, Chapter 552, the Public Information Act, in the release of information produced under this Contract.

B. Confidentiality. The IECM shall not disclose information obtained from the Mobility Authority under this Contract without the express written consent of the Mobility Authority.

**ARTICLE 10
PERSONNEL, EQUIPMENT AND MATERIAL**

A. IECM Resources. The IECM shall provide adequate and sufficient personnel and equipment to perform the Services required under the Contract. The IECM certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Contract, or it will be able to obtain such personnel from sources other than the Mobility Authority.

B. Removal of Contractor Employee. All employees of the IECM assigned to this Contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Mobility Authority may instruct the IECM to remove any employee from association with work authorized in this Contract if, in the sole opinion of the Mobility Authority, the work of that employee does not comply with the terms of this Contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The IECM must notify the Mobility Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel as specified in Attachment D is removed from association with this Contract, giving the reason for removal.

D. Mobility Authority Approval of Replacement Personnel. The IECM may not replace the project manager or key personnel, as designated in the applicable Work Authorization, without prior consent of the Mobility Authority. The Mobility Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Mobility Authority determines that the new project manager or key personnel is not acceptable, the IECM may not use that person in that capacity and shall replace him or her with one satisfactory to the Mobility Authority within thirty (30) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this Contract states to the contrary, the Mobility Authority shall own all intellectual property acquired or developed under this Contract and all equipment purchased by the IECM or its subcontractors under this Contract. All intellectual property and equipment owned by the Mobility Authority shall be delivered to the Mobility Authority when the Contract or applicable Work

Authorization terminates, or when it is no longer needed for work performed under this Contract, whichever occurs first.

ARTICLE 11 SUBCONTRACTING

A. Prior Approval. The IECM shall not assign, subcontract, or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without first obtaining the prior written approval from the Mobility Authority. Request for approval should include a written description of the proposed services, and, using rates established in Attachment A, a proposed price.

B. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The IECM is authorized to pay subcontractors in accordance with the terms of the subcontract.

C. IECM Responsibilities. No subcontract shall relieve the IECM of any of its responsibilities under this Contract and of any liability for work performed under this Contract, even if performed by a subcontractor or other third party performing work for or on behalf of the IECM.

D. Invoice Approval and Processing. All subcontractors shall prepare and submit their invoices on the same billing cycle and format as the IECM (so as to be included in invoices submitted by the IECM), and in the event that the cycles are not concurrent, a detailed explanation will be submitted to the Mobility Authority.

ARTICLE 12 INSPECTION OF WORK

A. Review Rights. Under this Contract, the Mobility Authority, TxDOT, and the U. S. Department of Transportation, and any authorized representative of the Mobility Authority, TxDOT, or the U.S. Department of Transportation, shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the IECM or a subcontractor under this Article, the IECM shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the persons performing the review in the performance of their duties.

**ARTICLE 13
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the Mobility Authority before a final report is issued. The Mobility Authority's comments on the IECM's preliminary report must be addressed in the final report.

**ARTICLE 14
VIOLATION OF CONTRACT TERMS**

A. Increased Costs. Violation of contract terms, breach of contract, or default by the IECM shall be grounds for termination of the Contract, and any increased or additional cost incurred by the Mobility Authority arising from the IECM's default, breach of contract or violation of contract terms shall be paid by the IECM.

B. Remedies. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

C. Excusable Delays. Except with respect to defaults of subcontractors, the IECM shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the IECM. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**ARTICLE 15
TERMINATION**

- A. Termination.** The Contract may be terminated by any of the following conditions:
- (1) by mutual agreement and consent, in writing from both parties;
 - (2) by the Mobility Authority by notice in writing to the IECM as a consequence of failure by the IECM to perform the Services set forth herein in a satisfactory manner or if the IECM violates the provisions of Article 22, Gratuities;
 - (3) by either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) days written notice and opportunity to cure;
 - (4) by the Mobility Authority for its convenience and in its sole discretion, not subject to the consent of the IECM, by giving thirty (30) days written notice of termination to the IECM; or
 - (5) by satisfactory completion of all Services and obligations described herein.

B. Measurement. Should the Mobility Authority terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the IECM. In determining the value of the work performed by the IECM prior to termination, the Mobility Authority shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Mobility Authority terminate this Contract under paragraph A (3) or (4) above, the IECM shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty (30) days and only as necessary to terminate the work in progress.

C. Value of Completed Work. If the IECM defaults in the performance of this Contract or if the Mobility Authority terminates this Contract for fault on the part of the IECM, the Mobility Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in the applicable Work Authorization) by the IECM in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Mobility Authority; (4) the cost to the Mobility Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; (6) delays in opening a revenue generating project and costs (including lost revenues) resulting therefrom; and (7) other factors which affect the value to the Mobility Authority of the work performed.

D. Calculation of Payments. The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment is utilized in a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Surviving Requirements. The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Mobility Authority and the IECM under this Contract, except for those provisions that establish responsibilities that extend beyond the Contract period, including without limitation the provisions of Article 17.

F. Payment of Additional Costs. If termination of this Contract is due to the failure of the IECM to fulfill its Contract obligations, the Mobility Authority may take over the project and prosecute the work to completion, and the IECM shall be liable to the Mobility Authority for any additional cost to the Mobility Authority.

ARTICLE 16 COMPLIANCE WITH LAWS

The IECM shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and

regulations, nondiscrimination, licensing laws and regulations, the Mobility Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When required, the IECM shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 17 INDEMNIFICATION

THE IECM SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (WHICH, FOR THE PURPOSES OF THIS AGREEMENT, SHALL INCLUDE THE MOBILITY AUTHORITY'S GEC, GENERAL COUNSEL, BOND COUNSEL, FINANCIAL ADVISORS, TRAFFIC AND REVENUE ENGINEERS, TOLL OPERATIONS/COLLECTIONS FIRMS, AND UNDERWRITERS) FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE IECM OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WITH RESPECT TO THE IECM'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT. IN SUCH EVENT, THE IECM SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE) FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE MOBILITY AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, ENGINEERS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE IECM SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE IECM OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 18 ROLE OF GENERAL ENGINEERING CONSULTANT

The Mobility Authority will utilize a General Engineering Consultant ("GEC") to assist in its management of this Contract. The GEC is an independent contractor and is authorized by the Mobility Authority to provide the management and technical direction for this Contract on behalf of the Mobility Authority. All the technical and administrative provisions of the Contract shall be managed by the GEC, and the IECM shall comply with all of the GEC's directives that are within the purview of the Contract. Decisions concerning Contract amendments and adjustments, such as time extensions and Supplemental Work Authorizations, shall be made by the Mobility Authority; however, requests for such amendments or adjustments shall be made through the GEC, who shall forward such requests to the Mobility Authority with its comments and recommendations.

Should any dispute arise between the General Engineering Consultant and the IECM, concerning the conduct of this Contract, either party may request a resolution of said dispute by the Executive Director of the Mobility Authority or his designee, whose decision shall be final. The parties shall first try to resolve the dispute at the lowest level practical. In the event that an agreement cannot be reached, the IECM may schedule a meeting with the GEC Program Manager. If an agreement cannot be reached at this level, then a meeting will be scheduled with the Mobility Authority and the GEC Program Manager, so the IECM can present its case. The Mobility Authority's decision in the matter will be final. In no case will the IECM go directly to the Mobility Authority with a dispute unless the IECM believes that the GEC is violating, or is directing the IECM to take an action which would violate, any laws or similar provisions described in Article 16 or any ethical obligations owed to the Mobility Authority.

ARTICLE 19 IECM'S RESPONSIBILITY

A. Accuracy. The IECM shall have total responsibility for the accuracy and completeness of the documents prepared under this Contract and shall check all such material accordingly.

B. Errors and Omissions. The IECM's responsibility for all questions arising from errors and/or omissions will be determined by the Mobility Authority. The IECM shall not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the project has been completed. In the event that the Mobility Authority discovers a possible error or omission, the Mobility Authority shall notify the IECM and seek to involve the IECM in determining the most effective solution with respect to time and cost, provided that the Mobility Authority shall ultimately determine the solution that is chosen.

C. Revision of Documents. Once the work has been accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the IECM, in writing, of the possibility that the Mobility Authority may find it necessary to alter, complete, correct, revise or add to the work. The Mobility Authority will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original IECM's work.

ARTICLE 20 NONCOLLUSION

A. Warranty. The IECM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the IECM, to solicit or secure this Contract and that it has not paid or agreed to pay any company or IECM any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

B. Liability. For breach or violation of this warranty, the Mobility Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the

Contract compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 21 INSURANCE

The IECM and all subcontractors shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Contract and shall maintain such insurance through the Contract period. The IECM shall provide certificates of insurance in a form reasonably acceptable by the Mobility Authority. The IECM certifies that it has and will maintain insurance coverages as follows:

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance. If coverages are specified separately, they must be at least these amounts:

Bodily Injury	[\$] each occurrence
Property Damage	[\$] each occurrence [\$] for aggregates

Manufacturers' or Contractor Liability Insurance is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

B. Workers Compensation. IECM shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than [\$].

C. Automobile Liability Insurance. IECM shall provide and maintain automobile liability insurance coverage in the amount of [\$] per occurrence for bodily injury and property damage.

D. Subcontractor Insurance Coverage Election. If a subcontractor selected by the IECM to perform work associated with this Contract is unable to secure insurance coverage in the amounts set forth in this Article 21, IECM may provide to the Mobility Authority an explanation of coverages that a subcontractor does possess, why those coverages are adequate to cover the potential exposure for the work to be performed by the subcontractor, and an acknowledgement that the IECM remains liable for the work performed under the contract, including that performed by the subcontractor. The Mobility Authority may, in its sole discretion, elect to accept the insurance coverage obtained by the subcontractor in lieu of the coverage required by this Article 21.

E. General for All Insurance. The IECM shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Mobility Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the

insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subarticles 21.a. through d., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subarticle 21.e., a rating by A. M. Best Company or similar rating service satisfactory to the Mobility Authority and/or its insurance consultant; and (c) otherwise acceptable to the Mobility Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subarticles 21.a., b., c., d. and f., above, shall name the Mobility Authority as additional insured and shall protect the Mobility Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful acts or failures to act by the IECM, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Article 17, above, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 21.a., b., c., d., e., and f., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

ARTICLE 22 GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that the director, employee or agent of the Mobility Authority shall not accept any gift, favor, or service that might reasonably tend to influence the director, employee or agent in making of procurement decisions. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

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

ARTICLE 23 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The IECM must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The IECM, after award, is required to complete and submit Form 1295 (attached as Exhibit E) if the IECM has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

- 1) Requires an actions or vote by the governing body of the entity or agency before the contract may be signed; or
- 2) Has a value of at least \$1 million.

ARTICLE 24 MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The IECM shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The IECM shall make the Records available at its office during the Contract period and for four years from the date of final payment under this Contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Mobility Authority shall have the exclusive right to examine the books and records of the IECM for the purpose of checking the amount of work performed by the IECM. The IECM shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at its office during the contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, the Texas Department of Transportation (“TxDOT”), the Federal Highway Administration (“FHWA”), the United States Department of Transportation Office of Inspector General and the Comptroller General shall have access to any and all books, documents, papers and records of the IECM which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 25 CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations. The IECM shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

B. Nondiscrimination. The IECM, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the IECM for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the IECM of the IECM's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports. The IECM shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Mobility Authority or the FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the IECM is in the exclusive possession of another who fails or refuses to furnish this information, the IECM shall so certify to the Mobility Authority or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the IECM's noncompliance with the nondiscrimination provisions of this Contract, the Mobility Authority shall impose such Contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the IECM's under the Contract until the IECM complies; and/or
- (2) cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions: The IECM shall include the provisions of Article 25A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The IECM shall take such action with respect to any subcontract or procurement as the Mobility Authority or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the IECM becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the IECM may request the Mobility Authority to enter into such litigation to protect the interests of the Mobility Authority; and, in addition, the IECM may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 26 PATENT RIGHTS

The Mobility Authority and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the IECM under this Contract.

ARTICLE 27 DISPUTES

A. Disputes Not Related to Contract Services. The IECM shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the IECM in support of the Services authorized herein.

B. Disputes Concerning Work or Cost. The Executive Director of the Mobility Authority shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Contract, and his decision upon all claims, questions and disputes shall be final. The IECM shall comply with the provisions of Article 18 in proceeding with such disputes.

ARTICLE 28 SUCCESSORS AND ASSIGNS

The IECM and the Mobility Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. The IECM shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Mobility Authority.

ARTICLE 29 SEVERABILITY

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

ARTICLE 30 PRIOR CONTRACTS SUPERSEDED

This Contract, including all attachments, constitutes the sole agreement of the parties hereto for the Services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 31 CONFLICT OF INTEREST

The undersigned IECM represents that such firm has no conflict of interest that would in any way interfere with its or its employees' performance of Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Mobility Authority shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests.

ARTICLE 32 ENTIRETY OF AGREEMENT

This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both parties hereto.

ARTICLE 33 SIGNATORY WARRANTY

The undersigned signatory for the IECM hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete Mobility Authority authorization to enter into this Contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the Mobility Authority to enter into this Contract.

ARTICLE 34 NOTICES

A notice, demand, request, report, and other communication required or permitted under this Contract, or which any party may desire to give, shall be in writing and shall be deemed to have been given on the sooner to occur of (i) receipt by the party to whom the notice is hand-delivered, with a written receipt of notice provided by the receiving party, or (ii) two days after deposit in a regularly maintained express mail receptacle of the United States Postal Service, postage prepaid, or registered or certified mail, return receipt requested, express mail delivery, addressed to such party at their address set forth below, or to such other address as a party may from time to time designate under this article, or (iii) receipt of an electronic mail transmission (attaching scanned documents in a format such as .pdf or .tif) for which confirmation of receipt by the other party has been obtained by the sending party:

In the case of the IECM:
Hicks & Company
1504 West 5th Street
Austin, TX 78703

In the case of the Mobility Authority:
Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

with a copy to:

Director of Engineering
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300

Austin, TX 78705

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

**ARTICLE 35
BUSINESS DAYS AND DAYS**

For purposes of this Contract, “business days” shall mean any day the Mobility Authority is open for business and “days” shall mean calendar days.

**ARTICLE 36
INCORPORATION OF PROVISIONS**

Attachments A through D are attached hereto and incorporated into this Contract as if fully set forth herein.

**ARTICLE 37
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE**

This Contract, and each of the Attachments (together, the “Contract Documents”), are an essential part of the agreement between the Mobility Authority and the IECM, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents or between the Contract Documents and other documents, the order of precedence shall be as set forth below:

- A. Supplemental Work Authorizations;
- B. Work Authorizations;
- C. Contract Amendments;
- D. This Contract.
- E. The Request for Qualifications
- F. The IECM’s Response to the Request for Qualifications.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document. Notwithstanding the order of precedence among Contract Documents set forth in this Article 37, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), the Mobility Authority shall have the right to determine, in its sole discretion, which provision applies.

IN WITNESS WHEREOF, the **Mobility Authority** and the **IECM** have executed this Contract in duplicate.

THE IECM

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

**Attachments and Exhibits to Contract for Independent Environmental Compliance
Management Services**

Attachments	Title
A	Rate Schedule
B	Work Authorization
C	Supplemental Work Authorization
D	List of Key Personnel

ATTACHMENT A

RATE SCHEDULE

ATTACHMENT B

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 1**

CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Independent Environmental Compliance Management Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Hicks & Company (the IECM) dated _____.

PART I. The IECM will perform Independent Environmental Compliance Management Services in accordance with the project description attached hereto in Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the IECM as well as the work schedule are further detailed in Exhibits A, B, C, D, and E which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$_____ and the method of payment will be calculated on a per-hour basis using hourly billing rates. This amount is based upon the IECM's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization.

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

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

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

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

THE IECM

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

(Signature)

(Signature)

(Printed Name)

Mike Heiligenstein

(Title)

Executive Director

(Date)

(Date)

LIST OF EXHIBITS TO ATTACHMENT B, WORK AUTHORIZATION

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Independent Environmental Compliance Management Firm (the "IECM")
C	Work Schedule
D	Fee Schedule/Budget
E	Form 1295, Certificate of Interested Parties

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

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

EXHIBIT B

SERVICES TO BE PROVIDED BY THE INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT

Consulting and professional services include, but are not limited to, providing Independent Environmental Compliance Management, and ensuring the project is in compliance with the project's Environmental Compliance Management Plan (ECMP) and Water Pollution Abatement Plan (WPAP) including all applicable environmental laws and regulations during construction. The IECM shall be responsible for monitoring and advising the Contractor and construction management team regarding environmental regulatory compliance during construction. The IECM shall also be responsible for ensuring compliance to environmental commitments and requirements for the project during construction.

The IECM shall provide a U.S. Fish and Wildlife Service certified Biologist to ensure no impact to threatened or endangered species for the duration of the Project. Biological monitoring is intended to be corridor-wide with a focus on areas with most suitable habitat within and in close proximity to the Project right of way. Monitoring will be performed every two weeks from March – Sept during Warbler season and then on an as needed basis at the discretion of the CTRMA.

Prior to commencement of construction, the IECM shall conduct a general field survey of the Project right of way and to look for any protected species, habitats or nests covered by either the endangered species act or the migratory bird treaty act. The field work is anticipated to take no more than two weeks and be performed prior to the commencement of clearing currently anticipated in early October. Survey documentation of the results of the survey shall be provided daily with a written report following a week after conclusion of field work.

The IECM shall not control or direct the construction under the construction contract. Independent environmental compliance management shall not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the construction contract. The IECM shall be available and able to advise on environmental matters and shall have the authority to stop construction activity in response to emerging environmental situations or any eminent failure to comply with environmental requirements.

The IECM shall work at the direction and supervision of the Mobility Authority and any of its authorized agents to provide the Services, and shall serve as a member of the Project Oversight Team alongside the Mobility Authority and its oversight consultants, TxDOT, and the Construction Engineering and Inspection (CE&I) Team. The Mobility Authority expects the IECM to work cooperatively and collaboratively in assisting the Mobility Authority throughout all aspects and phases of construction operations and in its dealings with the Contractor, suppliers, subcontractors, CE&I Team, engineers, legal counsel, accountants, consultants, government entities, utilities, property owners, and the general public. The IECM is expected to coordinate with the Mobility Authority's Public Involvement team, as necessary, to assist the Mobility Authority in its dealings with the general public, abutting property owners, and interested advocacy

groups. The IECM shall participate as part of the project management team and will report to the GEC.

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

A. General Requirements

- 1) Provide all labor, equipment, tools and incidentals to perform the Services.
- 2) Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements.
- 3) Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
- 4) Perform environmental compliance monitoring and coordinate response to construction related environmental issues.
- 5) Act as a single point of contact for all identified environmental conditions that require some type of action such as stop work, assessment, regulatory agency notification and review, and documentation and record keeping.
- 6) Services will include online entry of documents into the Mobility Authority's document control system. The Mobility Authority will provide access to the project document control system. The IECM will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
- 7) Perform the Services described in this agreement as needed before, during, and after the construction of improvements.

B. Independent Environmental Compliance Manager Responsibilities

The IECM shall be responsible for ensuring that the Contractor's operations comply with the Environmental Compliance Management Plan (ECMP), which includes, but is not limited to, the following:

- 1) Provide environmental training staff to assist in the development and approval of the Contractor's environmental training program. The IECM will be responsible for periodic audits of the Contractor's environmental training program.
- 2) Conduct formal, routine inspections of BMPs, Sensitive Feature Buffers, Sensitive Feature Integrity, and Overall Environmental Commitment Compliance. The IECM will be responsible for conducting the following routine inspections:
 - a. Environmental Compliance Inspections - As part of the weekly inspection routine, the IECM shall inspect the construction site for consistency with the project's environmental goals and regulations, which includes, but is not limited to, those identified in the EPIC sheets, SW3P sheets, ECMP, and WPAP. The IECM is responsible for the inspection of BMPs to ensure proper function and for tracking the occurrence and repair of deficiencies in

erosion and sediment control. The IECM shall be responsible to ensure that the Contractor is performing formal, routine inspections in accordance with the approved storm water pollution prevention plan (SW3P) and the ECMP. The IECM shall have the authority to request the addition of BMPs as necessary or to provide other adaptive management proposals for addressing environmental issues, and shall also follow the WPAP accordingly.

- b. Bear Creek Water Quality Monitoring - At any time that construction activity is occurring in the Bear Creek watershed and Bear Creek is flowing, Bear Creek water quality sampling shall be part of weekly inspection routine. Additionally, the IECM shall make reasonable efforts to record water quality during each discharge event from any water quality pond that releases treated storm water to Bear Creek.
 - c. Protection of Sensitive Features Inspection - Buffers shall be established around sensitive features identified in the Geologic Assessment and those identified during construction, including groundwater recharge areas and any discovered habitat of any protected species. The IECM shall inspect each established buffer weekly and document conditions of protective BMPs, evidence of dumping or vandalism, changes in surface flow patterns, and changes in vegetation assemblage. These inspections shall be included in the weekly Environmental Compliance Inspection Reports.
 - d. Vegetation Management - Natural vegetation within the right-of-way is to be preserved to the greatest extent practicable. The IECM is responsible for monitoring the Contractor's operations to ensure marked and protected vegetation is not disturbed. The IECM is responsible for advising where natural vegetation from disturbed areas may be transplanted when practicable.
 - e. Void Discovery - As part of the Void Mitigation Plan, all excavations will be inspected for presence of sensitive recharge features. When notified of the presence of a void meeting the characteristics in Section 6.1 of the ECMP, the IECM will immediately notifying the TCEQ regional office, BSEACD, the CPM, the CE&I Project Manager, the GEC and the TxDOT District Environmental Office. The IECM is also responsible for ensuring that the Contractor provides the appropriate temporary BMPs and setbacks. The IECM is responsible for monitoring the effectiveness of the temporary BMPs and shall recommend adjustments, if necessary.
- 3) Bird Monitoring - The IECM is responsible for monitoring the project area to identify any habitats or nests to protect or avoid impact to any discovered protected species, habitats or nests. The IECM is responsible for coordinating an appropriate course of action with the Authority before any discovered protected species, habitat or nests are disturbed.

- 4) Provide continual environmental compliance monitoring and identify conditions that warrant actions related to regulatory compliance. The IECM will be on-site during all project operations to monitor practices, operations, and environmental protective measures in an effort to ensure compliance with project's environmental goals and regulations. The IECM will be responsible for monitoring and reporting on the Contractor's operations to ensure the following:
 - a. The Contractor is utilizing innovative dust control techniques to minimize erosion and suppress dust.
 - b. The Contractor's use of temporary construction lighting is restricted to storage, office, and active work areas without unnecessary stray light on nearby housing and environmentally sensitive areas.
 - c. The Contractor's use of chemical herbicides and pesticides is prohibited. The IECM will assist in the development of pest species control strategies and oversee control operations to ensure consistency with project environmental goals and regulations.
 - d. The Contractor is complying with the project's Hazardous Materials Management Plan, which includes, but is not limited to, storing hazardous materials in designated storage areas; refueling in designated refueling areas with proper BMPs; providing corrective action in the event of a spill and/or discovery of abandoned hazardous materials.
- 5) Ensure formal, routine inspections are being performed by the Contractor in accordance with the approved storm water pollution prevention plan (SW3P) and the ECMP. This should be done using TxDOT Form 2118, Construction Storm Water Pollution Prevention Plan Field Inspection and Maintenance Report. Inspections shall be conducted at least once every 7 calendar days and within 24 hours after 0.5 inches or more of rainfall.
- 6) The IECM shall review the daily reports submitted by the CRPE, and the two will coordinate to schedule corrective actions, as appropriate. The CRPE is responsible for assigning staff to corrective activities and recording the date that the corrective action is completed on the daily reports. The IECM is responsible for ensuring that the corrective actions are properly tracked and recorded.
- 7) The IECM shall be available and able to advise on repairs and adjustments to BMPs and other protective measures.
- 8) Provide sufficient staff and a staffing plan to maintain consistency throughout the Project to schedule and perform inspections and monitoring of the Contractor's work. The IECM shall be required to be on-site performing inspection and monitoring duties at any time the work is being performed including nighttime hours and on weekends, as required by the planned construction work. Inspections at locations other than the project site may be required. Staffing levels shall be optimized to eliminate and/or minimize overtime for both budget and safety reasons. If weather conditions, project delays, or work stoppages temporarily

reduce the need for personnel, the IECM shall be responsible for managing their staffing levels and hours billed accordingly. The Mobility Authority shall maintain the right and authority to approve or reject any or all environmental staff.

- 9) Maintain a digital photograph log of the Project area during construction to document environmentally sensitive areas, with emphasis on areas that the Contractor's operations must fully comply with all applicable environmental laws, regulations, and policies. All photographs shall have embedded time, date, and georeferencing data.
- 10) The scope and duration of the Project is based on the construction contract construction schedule, including any added days to the schedule by contract, as well as a close-out period. The IECM shall be available as requested by the Mobility Authority during close-out and will be responsible to ensure that all documentation has been submitted and all outstanding project-related issues have been resolved. A preliminary project schedule shall consist of approximately 34 months.
- 11) The IECM shall perform their work in a manner that minimizes disruption to the Contractor's operations and schedule. The IECM shall not hinder work that complies with the approved contract documents and applicable environmental laws, regulations, and policies.
- 12) The IECM shall have the authority to direct the Contractor to implement measures to minimize future violations of environmental laws, regulations, and policies. The IECM shall have the authority to stop construction activity in response to emerging environmental situations or eminent failure to comply with environmental requirements. This work stoppage should generally be limited to the immediate vicinity or area affected by the event that represents an imminent danger to the environment, or as needed to enforce Contractor compliance with environmental requirements for the project.

C. Inspection Levels

The IECM shall conduct continuous full-time inspection during all construction operations. The IECM will also be responsible for conducting non-working hour inspections during weather events.

Biological monitoring shall be performed full time during initial project clearing and commencement of construction activities but may be reduced as circumstances warrant at the discretion of the Authority.

D. Meetings

Meeting attendance and participation shall include, but not be limited to:

- 1) Attend and participate in the project pre-construction meeting held by the Mobility Authority.
- 2) Attend and participate in weekly progress meetings held by the Mobility Authority with the Contractor.

- 3) Attend and participate in staff meetings for the construction oversight team held by the Mobility Authority.
- 4) Attend and participate in pre-activity meetings, safety meetings, and any other meetings requiring construction inspection expertise, as requested by the Mobility Authority.
- 5) Provide input on meeting minutes generated.

E. Environmental Monitoring Reports (EMR)

The IECM shall prepare at a minimum weekly status reports to the Mobility Authority summarizing all environmental work. The IECM shall also submit reports as required by environmental laws, regulations, and policies. The status reports shall be in a form provided or acceptable by the Mobility Authority.

A minimum of one Environmental Monitoring Report (EMR) per week is to be submitted to the Mobility Authority on the status of the Work as it relates to environmental commitments and detailing the results of the Environmental Compliance Management Plan for the subject period. Items to be included in the report include, but are not limited to, a summary of Environmental Compliance Inspections, Bear Creek Water Quality Monitoring, and Protection of Sensitive Features Inspection; a summary of violations of or noncompliance with environmental laws, regulations, and policies; and measures taken to eliminate, prevent, remediate and minimize environmental impacts.

F. Deliverables

The following documentation shall be maintained and kept up-to-date during the course of the construction contract for review by the Mobility Authority and shall be submitted in a timely manner to the Mobility Authority after being checked by an appropriate member of the IECM staff.

- 1) Weekly Environmental Monitoring Reports
- 2) Inspector Photographs
- 3) Construction Storm Water Pollution Prevention Plan Field Inspection and Maintenance Report (TxDOT Form 2118)

EXHIBIT C
WORK SCHEDULE

The IECM will perform Independent Environmental Compliance Management Services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule:

Notice to Proceed	October 10, 2016 (Tentative)
Substantial Completion.....	32 months
Final Completion.....	34 months

EXHIBIT D

FEE SCHEDULE/BUDGET

EXHIBIT E

Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																					
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																					
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																					
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Controlling</td> <td style="text-align: center;">Intermediary</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	Controlling	Intermediary																
Controlling	Intermediary																				
5 Check only if there is NO interested Party. <input type="checkbox"/>																					
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. <p align="center">_____</p> <p align="center">Signature of authorized agent of contracting business entity</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>																					
ADD ADDITIONAL PAGES AS NECESSARY																					

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE
MANAGEMENT SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Independent Environmental Compliance Management Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Hicks & Company (the IECM) dated _____.

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

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

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

THE IECM

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heiligenstein

Executive Director

(Date)

ATTACHMENT D

List of Key Personnel

Independent Environmental Compliance Manager

Overall Fee Estimate
Independent Environmental Compliance Management Services
State Highway 45 Southwest
Central Texas Regional Mobility Authority

LABOR COSTS

TASK NO.	TASK DESCRIPTION	Principal	Senior Environmental Scientist II	Senior Environmental Scientist II	Senior Environmental Scientist I	Environmental Scientist II	Environmental Scientist I	Environmental Professional III	Environmental Professional II	Environmental Professional I	Administrative		
	Biological Monitor Pre-construction Inspection		12	60		5			80	20	6	183	\$ 7,037.45
	Environmental Training Support		133	18	18	36	160				1	366	\$ -
	Cultural Resources		20			40	40	40				140	\$ 5,666.40
	Environmental Compliance Monitoring and Inspections	10	518								140	668	\$ 32,630.52
	Routine SW3P/WPAP Inspections			200		1224	1632		170	170		3396	\$ 130,202.92
	Weekly Reporting		380	100		680	544					1704	\$ 74,100.08
	Environmental Compliance Monitoring		100	300		1717	2193		172	172		4654	\$ 181,387.51
	Coordination with CRPE and Contractor		380			136	544		170	170		1400	\$ 56,709.80
	Karst Void Discoveries and Investigations	10	243	404	796	264	49	32			72	1870	\$ 91,502.25
	Water Quality Monitoring	20	164	100		180	544		182	182		1372	\$ 51,977.80
	Bird Monitoring	10	68	1060		72			690	690	20	2610	\$ 101,735.56
	Meetings	30	388	114	60	352	288		12	12	25	1281	\$ 59,875.70
	TOTAL HOURS:	80	2406	2356	874	4706	5994	72	1476	1416	264		
	LABOR COSTS:	\$ 4,945.60	\$ 135,079.28	\$ 107,732.56	\$ 43,717.48	\$ 203,073.74	\$ 228,720.88	\$ 2,595.60	\$ 42,582.60	\$ 35,017.68	\$ 6,466.14		
	SUB-TOTAL LABOR COSTS (FIELD):	\$ 671,912.82											
	SUB-TOTAL LABOR COSTS (OFFICE):	\$ 138,018.74											
	OVERHEAD (FIELD):	\$ 890,295.05											
	OVERHEAD (OFFICE):	\$ 255,743.27											
	PROFIT	\$ 195,596.99											
	TOTAL	\$ 2,151,566.87											

DIRECT COSTS

	ESTIMATED UNITS	UNIT	RATE	ESTIMATED COST	
Truck fee (H&C)	68	Months	\$ 400.00	\$ 27,200.00	2 trucks x 34 months
Cell Phone Usage (H&C)	68	Months	\$ 100.000	\$ 6,800.00	2 cell phone users x 34 months
Mileage (~20 mi RT x 75 trips)	1500	mile	\$ 0.54	\$ 810.00	
Survey supplies	19	per event	\$ 25.000	\$ 475.00	
Postage for karst specimens	1	per event	\$ 100.00	\$ 100.00	
Downhole camera rental	20	days	\$ 50.00	\$ 1,000.00	
Truck fee (ACI)	1400	Hourly	\$ 7.30	\$ 10,220.00	
Data Plan (ACI)	32	Monthly	\$ 70.000	\$ 2,240.00	
			TOTAL:	\$ 48,845.00	

TOTAL COSTS

TOTAL LABOR COSTS:	\$ 2,151,566.87
TOTAL DIRECT COSTS:	\$ 48,845.00
TOTAL LABOR & NON-LABOR COST:	\$ 2,200,411.87

Zara Environmental Fee Estimate
Independent Environmental Compliance Management Services
State Highway 45 Southwest
Central Texas Regional Mobility Authority

LABOR COSTS

TASK NO.	TASK DESCRIPTION	Senior Environmental Scientist II	Permitted Scientist (Karst Biologist)	Geologist (Karst Geologist)	Karst Technician	Taxonomy Expert	GIS Technician	Administrative	TOTAL \$ BY TASK
	Biological Monitor Pre-construction Inspection								\$ -
	Environmental Training Support	3	18	18				1	\$ 2,017.45
	Cultural Resources								\$ -
	Environmental Compliance Monitoring and Inspections								\$ -
	Routine SW3P/WPAP Inspections								\$ -
	Weekly Reporting								\$ -
	Environmental Compliance Monitoring								\$ -
	Coordination with CRPE and Contractor								\$ -
	Karst Void Discoveries and Investigations	143	404	796	204	4	32	72	\$ 81,008.45
	Water Quality Monitoring								\$ -
	Bird Monitoring								\$ -
	Meetings	10	60	60				5	\$ 6,772.90
	TOTAL HOURS:	0	156	482	204	4	32	0	78
	AVERAGE HOURLY SALARY RATE:		\$ 62.63	\$ 50.02	\$ 50.02	\$ 40.55	\$ 95.52	\$ 40.55	\$ 28.84
	LABOR COSTS:	\$ -	\$ 9,770.28	\$ 24,109.64	\$ 43,717.48	\$ 8,272.20	\$ 382.08	\$ 1,297.60	\$ -
	SUB-TOTAL LABOR COSTS (FIELD):		\$ 87,549.28						
	SUB-TOTAL LABOR COSTS (OFFICE):		\$ 2,249.52						
	OVERHEAD (FIELD):		\$ 89,095.40						
	OVERHEAD (OFFICE):		\$ 2,289.25						
	PROFIT:		\$ 18,118.34						
	TOTAL:		\$ 199,301.79						

DIRECT COSTS

	ESTIMATED UNITS	UNIT	RATE	ESTIMATED COST
Mileage (~20 mi RT x 75 trips)	1500	mile	\$ 0.54	\$ 810.00
Survey supplies	19	per event	\$ 25.00	\$ 475.00
Postage for karst specimens	1	per event	\$ 100.00	\$ 100.00
Downhole camera rental	20	days	\$ 50.00	\$ 1,000.00
			TOTAL:	\$ 2,385.00

TOTAL COSTS

TOTAL LABOR COSTS:	\$ 199,301.79
TOTAL DIRECT COSTS:	\$ 2,385.00
TOTAL LABOR & NON-LABOR COST:	\$ 201,686.79

INTERA Fee Estimate
 Independent Environmental Compliance Management Services
 State Highway 45 Southwest
 Central Texas Regional Mobility Authority

LABOR COSTS

TASK NO.	TASK DESCRIPTION	Senior Environmental Scientist II									TOTAL \$ BY TASK
	Biological Monitor Pre-construction Inspection										\$ -
	Environmental Training Support	20									\$ 1,474.80
	Cultural Resources										\$ -
	Environmental Compliance Monitoring and Inspections	10									\$ 737.40
	Routine SW3P/WPAP Inspections										\$ -
	Weekly Reporting										\$ -
	Environmental Compliance Monitoring										\$ -
	Coordination with CRPE and Contractor										\$ -
	Karst Void Discoveries and Investigations										\$ -
	Water Quality Monitoring	30									\$ 2,212.20
	Bird Monitoring										\$ -
	Meetings	10									\$ 737.40
	TOTAL HOURS:	0	70	0	0	0	0	0	0	0	
	AVERAGE HOURLY SALARY RATE:		\$ 73.74								
	LABOR COSTS:	\$ -	\$ 5,161.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	SUB-TOTAL LABOR COSTS (FIELD):										
	SUB-TOTAL LABOR COSTS (OFFICE):	\$ 5,161.80									
	OVERHEAD (FIELD):										
	OVERHEAD (OFFICE):	\$ 7,881.04									
	PROFIT:	\$ 1,304.28									
	TOTAL:	\$ 14,347.12									

DIRECT COSTS	ESTIMATED UNITS	UNIT	RATE	ESTIMATED COST
				\$ -
				\$ -
				\$ -
			TOTAL:	\$ -

TOTAL COSTS	
TOTAL LABOR COSTS:	\$ 14,347.12
TOTAL DIRECT COSTS:	\$ -
TOTAL LABOR & NON-LABOR COST:	\$ 14,347.12

SH 45 SW IECM Staffing Plan

Firm	Position	Total Hours	FTE	SH 45 SW IECM Staffing Plan																																			
				2016				2017				2018				2019																							
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
Hicks & Company	Principal (Tom Van Zandt)	100	0.0	0.1	0.1	0.1	0.1																																
Hicks & Company	Project Manager (Jason Buntz)	1480	0.3	0.5	0.5	0.5	0.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
Hicks & Company	Environmental Compliance Manager (Ed Rashin)	4502	0.8	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
Hicks & Company	Environmental Compliance Inspector (new hire)	5990	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Hicks & Company	Senior Avian Biologist (John Kuhl)	1174	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
Hicks & Company	Jr. Avian Biologist (Julie LeClair)	1380	0.2	0.7	0.7	0.7	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	
Hicks & Company	Jr. Environmental Compliance Inspector (Elizabeth Hauss)	1524	0.3	0.5	0.5	0.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
	Total Hicks & Company Hours	16344																																					
	Total Hicks & Company FTEs	2.7	2.8	4.0	4.0	4.0	3.3	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.5	2.5	2.5	2.5	2.5	2.6	2.6	2.6	2.6	2.6	2.6	2.1	2.1	2.1	2.1	2.1	2.1	2.2	2.2	2.2	2.2	2.2		
Zara Environmental	Project Geologist	1348	0.2	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2		
Zara Environmental	Karst Biologist	482	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	
aci consulting	Environmental Compliance Monitor	1400	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
INTERA	Senior Environmental Advisor	70	0.0	0.1	0.1	0.1	0.1																																
	Total Subcontractor Hours	3300																																					
	Total Subcontractor FTEs	0.6	0.6	0.8	0.8	0.8	0.8	0.7	0.7	0.6	0.6	0.6	0.6	0.6	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5			
	Total IECM Hours	19644																																					
	Total IECM FTEs	3.3	3.4	4.8	4.8	4.8	4.1	3.7	3.7	3.6	3.6	3.6	3.6	3.6	3.6	3.0	3.0	3.0	3.0	3.0	3.1	3.1	3.1	3.1	3.1	3.1	2.6	2.6	2.6	2.6	2.6	2.6	2.7	2.7	2.7	2.7			

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

RESOLUTION NO. 16-062

**APPROVAL OF WORK AUTHORIZATION NO. 1 WITH PARSONS
BRINCKERHOFF, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
RELATED TO THE MOPAC SOUTH PROJECT**

WHEREAS, by Resolution 16-034 dated June 15, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Parsons Brinckerhoff, Inc. for general engineering consultant services; and

WHEREAS, on July 1, 2016 the Mobility Authority entered into an agreement with Parsons Brinckerhoff, Inc. for general consulting civil engineering services; and

WHEREAS, the Executive Director and Parsons Brinckerhoff, Inc. have agreed to proposed Work Authorization No. 1 for general engineering consultant services for the MoPac South Project; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Work Authorization No. 1 to be in an amount not to exceed \$1,150,000, including contingency; and

WHEREAS, the services to be provided under in Work Authorization No. 1 shall be substantially completed by December 31, 2017. However, Work Authorization No. 1 will not expire until all tasks associated with the Scope of Services are complete; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Work Authorization No. 1, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves an amount not to exceed \$1,150,000 for the services described in Work Authorization No. 1; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed Work Authorization No. 1 with Parsons Brinckerhoff, Inc., in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1

This Work Authorization is made as of this ___ day of _____, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Parsons Brinckerhoff, Inc.** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

MoPac South

Design / Environmental Evaluations and Approvals / Project Oversight / Design Procurement

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Not applicable.

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

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Services defined herein shall be substantially complete by December 31, 2017. 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 authorizes to the GEC an authorized amount \$1,000,000.00 based on Attachment B-Fee Estimate. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

Not applicable.

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility
Authority

GEC: Parsons Brinckerhoff, Inc.

By: Mike Heiligenstein

By: Mario Medina

Signature: _____

Signature: _____

Title: Executive Director

Title: Area Manager

Date: _____

Date: _____

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ATTACHMENT A –
SCOPE OF SERVICES
WORK AUTHORIZATION NO. 01**

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

General

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

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

1.0 PROJECT MANAGEMENT & ADMINISTRATION

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

1.1. Contract Administration

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

1.2. Progress Status Reports

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

1.3. Record Keeping and File Management

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

1.4. Correspondence

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

1.5. Schedule Preparation and Update

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

1.6. Project Reporting/Dashboard Update

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

2.0 PROJECT DEVELOPMENT

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

2.1. Project Development Support

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

- 2.1.1. Loan and/or Grant Applications: Assist the Authority in the development of loan and/or grant applications for the project as required. This will include various elements of the loan and/or grant form and associated documentation for the Authority's review and approval; it will also include participation in the coordination efforts with State and/or Federal agencies as requested by the Authority. (One Application Anticipated)
- 2.1.2. Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to: general engineering assistance, general technology assistance, environmental assistance, reports, research, presentations, and meetings.

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

2.2. Financial Planning Support

2.2.1. Project Cost Estimate Updates

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

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

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

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

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

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

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

2.2.3. Toll Feasibility Analysis Updates

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

2.2.4. Financial Advisor Support/Financial Plan Development

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

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

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

2.3. Toll Systems Support

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

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

2.4. Conceptual Operations Plan

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

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

2.4.1. Operations Plan Development

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

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

2.4.2. Interagency Coordination

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

3.0 ENVIRONMENTAL SERVICES

3.1. Environmental Program Oversight

3.1.1 Agency Coordination

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

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

3.1.2 Document Review

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

3.1.3 Schematic Design Review

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

3.2 Evaluation of Park & Ride Locations

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

4.0 PUBLIC INVOLVEMENT SERVICES

4.1. Oversight of Environmental-related Public Involvement

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

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

4.2. Enhanced Public Involvement Activities

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

- “Informed Consent”-driven Open Houses
- Elected Official Outreach
- Manage MailChimp File and Elected Official Database
- Stakeholder Outreach and Facilitation
- Produce Project E-Newsletter
- Update Project Website

- Assist in responses to E-Mail Hotline
- Oversee Twitter account
- Rider 42 requirements
- Review Public Involvement Plan Update
- Manage and attend Key Stakeholder Meetings and Elected Official Outreach
- Assist in On-Going Community Outreach
- Review and Provide Project Fact Sheet Updates and Graphic Design

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

4.3. 3D Simulations and Renderings

4.3.1 3D Simulations

Coordination preparation of basic computer simulation(s) of Mopac South.

4.3.2 Renderings

Coordination update of renderings.

5.1 CONTEXT SENSITIVE SOLUTIONS SUPPORT

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

- Incorporate concepts from the Green Mobility Challenge, as appropriate, including coordination with TxDOT

6.0 FINAL ENGINEERING CONSULTANT SERVICES

6.1 Consultant Procurement

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

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

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

[END OF SECTION

ATTACHMENT B - Fee Estimate

MoPac South - WA#1	Sr Engineering Manager (P14)	Sr Supervising Engineer (P13)	Lead Engineer (P12)	Lead Engineer Traffic (P11)	Engineer (P10)	Engineer (P9)	CADD (T9)	Scheduler	Public Involvement (P9)	Administrative Assistant	Lead Utility Coordinator	3D Simulations and Renderings	TOTAL	TOTAL
	K. Creamer	Y. Tassoulas	J. Hamilton	C. Harline	M. Ater	R. Medina	J. Higgenbothan	J. Stuart	I. Cavazos	T. Davidson	D. Whiddon	TBD	HRS	FEE
Estimated Average Labor Rates	\$80.00	\$70.00	\$60.00	\$50.00	\$45.00	\$38.00	\$32.00	\$70.00	\$55.00	\$29.00	\$60.00	\$60.00		
TASK / WORK DESCRIPTION														
MoPac South WA#1														
1.1 Contract Administration	35	35								35			105	\$17,672.66
1.2 Progress Status Reports	35	35							70	35			175	\$28,421.93
1.3 Record Keeping and File Management		35								70			105	\$12,869.55
1.4 Correspondence		35	35							70			140	\$18,732.79
1.5 Schedule Preparation and Update	35	35	35					220					325	\$66,259.35
1.6 Project Reporting / Dashboard Update	35	35	35						70	70			245	\$37,299.72
2.1 Project Development Support	35	280	40	140	140	140	80			105	105		1065	\$154,745.73
2.2 Financial Planning Support	35	140		140	140	280	40			70			845	\$111,623.30
2.3 Toll Systems Support	35	35		140		140				35			385	\$52,070.34
2.4 Conceptual Operations Plan	35	35		140						35			245	\$37,216.80
3.1 Environmental Program Oversight	35	140	350	140	80					35			780	\$126,421.83
3.2 Evaluation of Park & Ride Locations / Bike and Ped Accommodations	4	8		16	16								44	\$6,700.85
4.1 Oversight of Environmental-Related Public Involvement	35	35	70	35					280				455	\$74,267.73
4.2 Enhanced Public Involvement Activities	35	35	35	35					280				420	\$68,404.49
4.3 3D Simulations and Renderings Oversight		70			60				70			280	480	\$78,168.63
5.0 Context Sensitive Solutions Support		35	35						35			140	245	\$41,178.33
6.1 Consultant Procurement	8	80	40	40	80					80			328	\$46,648.76
TOTAL DIRECT LABOR	397	1103	675	826	516	560	120	220	805	640	105	420	6387	
<i>% Total by Classification</i>	6.22%	17.27%	10.57%	12.93%	8.08%	8.77%	1.88%	3.44%	12.60%	10.02%	1.64%	6.58%		
Labor Costs	\$ 31,760.00	\$ 77,210.00	\$ 40,500.00	\$ 41,300.00	\$ 23,220.00	\$ 21,280.00	\$ 3,840.00	\$ 15,400.00	\$ 44,275.00	\$ 18,560.00	\$ 6,300.00	\$ 25,200.00		
Overhead Rate	1.5382	1.5382	1.5382	1.5382	1.5382	1.5382	1.5382	1.7	1.5382	1.7	1.5	1.5		
Overhead Costs	\$ 48,853.23	\$ 118,764.42	\$ 62,297.10	\$ 63,527.66	\$ 35,717.00	\$ 32,732.90	\$ 5,906.69	\$ 26,180.00	\$ 68,103.81	\$ 31,552.00	\$ 9,450.00	\$ 37,800.00		
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%		
Profit Costs	\$ 8,061.32	\$ 19,597.44	\$ 10,279.71	\$ 10,482.77	\$ 5,893.70	\$ 5,401.29	\$ 974.67	\$ 4,158.00	\$ 11,237.88	\$ 5,011.20	\$ 1,575.00	\$ 6,300.00		
Total Loaded Labor	\$ 88,674.56	\$ 215,571.86	\$ 113,076.81	\$ 115,310.43	\$ 64,830.70	\$ 59,414.19	\$ 10,721.36	\$ 45,738.00	\$ 123,616.69	\$ 55,123.20	\$ 17,325.00	\$ 69,300.00		\$ 978,702.79
<i>% Total by Class</i>	9.06%	22.03%	11.55%	11.78%	6.62%	6.07%	1.10%	4.67%	12.63%	5.63%	1.77%	7.08%		
Total Direct Expenses	\$ 20,000.00													
Total	\$ 998,702.79													

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

RESOLUTION NO. 16-063

**APPROVAL OF WORK AUTHORIZATION NO. 2 WITH PARSONS
BRINCKERHOFF, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
RELATED TO THE 183 NORTH PROJECT**

WHEREAS, by Resolution 16-034 dated June 15, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Parsons Brinckerhoff, Inc. for general engineering consultant services; and

WHEREAS, on July 1, 2016 the Mobility Authority entered into an agreement with Parsons Brinckerhoff, Inc. for general consulting civil engineering services; and

WHEREAS, the Executive Director and Parsons Brinckerhoff, Inc. have agreed to proposed Work Authorization No. 2 for general engineering consultant services for the 183 North Project; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Work Authorization No. 2 to be in an amount not to exceed \$126,500, including contingency; and

WHEREAS, the services to be provided under in Work Authorization No. 2 shall be substantially completed by December 31, 2017. However, Work Authorization No. 2 will not expire until all tasks associated with the Scope of Services are complete; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Work Authorization No. 2, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves an amount not to exceed \$126,500 for the services described in Work Authorization No. 2; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed Work Authorization No. 2 with Parsons Brinckerhoff, Inc., in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT D
WORK AUTHORIZATION
WORK AUTHORIZATION NO. 2

This Work Authorization is made as of this ____ day of _____, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the “Agreement”), between the Central Texas Regional Mobility Authority (“Authority”) and **Parsons Brinckerhoff, Inc.**, (“GEC”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

US 183 North - Project Development

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Not applicable

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

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Unless amended otherwise by mutual agreement between Authority and GEC, the Services defined herein shall expire on December 31, 2016, or when all tasks associated with the Scope of Services are complete as defined by the Authority. Services defined herein shall be substantially complete by December 31, 2017. 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 **\$110,000.00** based on a Cost Plus fee listed in Attachment B – Fee Estimate. Compensation shall be in accordance with the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the

GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

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

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: Parsons Brinckerhoff, Inc.

By: Mike Heiligenstein

By: Mario Medina

Signature: _____

Signature: _____

Title: Executive Director

Title: Area Manager

Date: _____

Date: _____

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ATTACHMENT A – SCOPE
OF SERVICES
WORK AUTHORIZATION NO. 2**

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

General

The services to be performed by GEC will include, but not be limited to, professional services and deliverables for various tasks related to the study and development of the US 183 North Project, “the Project”. The limits of the services are from RM620 south to MoPac.

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

Task 1: Project Management & Administration During GEC Transition

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

Task 1.1: Contract Administration

Assist the Authority in Preparation of contracts, as required, between the GEC and the Authority, GEC and subconsultants, and the Authority and its subconsultants. Provide assistance to the Authority related to Board approval of contracts. Coordinate the GEC’s subconsultant(s) activities, review all work products prepared by GEC’s subconsultant(s), review and approve GEC’s subconsultant(s) progress reports and invoices. Prepare and submit reimbursements requests to TxDOT for environmental services included in the Advance Funding Agreement. Maintain and updated GL code budgets for the project on a monthly basis.

Task 1.2: Progress Status Reports

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

Task 1.5: Project Reporting/Dashboard Update

Prepare and submit updated project information, including schedule and budget, for the Authority’s dashboard on a monthly basis; provide QC review of revised

information on website.

Task 2: Project Development

This scope of services includes professional services and deliverables in support of the Authority's development of the Project.

Task 2.1: Project Development Support

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

- Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to: engineering assistance, general technology assistance, environmental assistance, reports, research, presentations, and meetings.
- TxDOT, Capital Metro, and FHWA Coordination: Provide appropriate staff as part of coordination efforts between the Authority and TxDOT, Capital Metro, and FHWA. GEC will provide coordination efforts on the Authority's behalf at the direction of the Authority.
- Prepare for and attend monthly TxDOT coordination meetings
- Prepare for and attend monthly TxDOT status meetings
- Provide one quarterly update to TxDOT regarding funding for the project, phasing of the project, and proposed delivery methods for the project
- Incorporate Mobility Authority comments on Detention Pond Interlocal Agreement, distributed agreement for TxDOT review and comment.
- Provide one update to TxDOT informational tabloid
- Compile and maintain TxDOT LGPP documentation for schematic approval stage of the project

Task 2.2: Traffic and Revenue (T&R) Consultant Coordination

Provide coordination and support to the Authority's T&R Consultant, as directed by the Authority.

Task 2.3: Financial Planning Support

Operation, Maintenance, and Renewal & Replacement Estimate base model. Develop GEC's opinion of probable operations cost estimates using either a Sketch Level approach (i.e., an assumed per transaction cost based on average operations costs of similar toll systems) or a Level 1 approach (i.e., estimate actual quantities for the various elements of the toll operations, enforcement and incident management and applying anticipated unit prices to same to develop an opening year cost estimate which can be escalated over time).

Develop and/or update GEC's opinion of probable annual/routine maintenance cost estimates using either a Sketch Level approach (i.e., an estimated per centerline mile cost based on the facility type which considers the number of lanes, pavement material, and location) or a Level 1 approach (i.e., estimate actual

quantities for the various elements of the maintenance efforts and applying anticipated unit prices to same to develop an opening year cost that can be escalated over time).

Develop and/or update GEC's opinion of probable renewal & replacement budget cost estimates (non-routine maintenance estimates) using either a Sketch Level approach (i.e., an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (i.e., includes the identification of a long-term, periodic maintenance/replacement schedule, estimation of quantities for the associated elements, and inflated prices of same to assess the overall cost requirements of the system in the target years).

Task 2.4: Project Phasing

GEC will provide updates to preliminary costs estimate, schedule, financial feasibility analysis necessitated by the on-going project scoping/sizing process. It is anticipated that this effort will include coordination with TxDOT and the Environmental Consultant who produced the schematic.

Task 2.4.1: Agency Coordination

Support the Authority in coordination activities with TxDOT Austin District, Consultants, Resource Agencies, TxDOT's Environmental Affairs Division, and the FHWA, as required; including meeting preparation. Coordination activities will include gaining consensus with between TxDOT and the Mobility Authority regarding Value Engineering recommendations to be incorporated into the final schematic.

Task 2.4.2: Schematic Revision Oversight

GEC will provide high level review, for general conformance with the design criteria and overall project goals, of the final schematic design prepared by the Environmental Consultant. Written comments will be provided for the review. GEC will also coordinate with the Environmental Consultant on Value Engineering recommendations to be incorporated into the final schematic.

Task 3.0: PUBLIC INVOLVEMENT SERVICES

It is anticipated that most GEC public involvement services will be provided through a separate contract agreement with Rifeline. Some components of Enhanced Public Involvement Activities are included within this work authorization.

Task 3.1 Enhanced Public Involvement Activities

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

One project website update

[END OF SECTION]

ATTACHMENT B - Fee Estimate

183 North Project Development		Sr Engineering Manager (P14)	Sr Supervising Engineer (P13)	Engineer (P10)	Engineer II	Engineer I	Public Involvement (P9)	Administrative Assistant	TOTAL	TOTAL
		K. Creamer	K. Wilder	M. Ater	V. Kaiser	R. Bayer	I. Cavazos	T. Davidson		
Estimated Average Labor Rates		\$80.00	\$72.00	\$45.00	\$38.00	\$32.00	\$55.00	\$29.00	HRS	FEE
TASK / WORK DESCRIPTION										
183 North Project Development										
Task 1	PROJECT MANAGEMENT AND ADMINISTRATION									
Task 1.1	Contract Administration	8	25					8	41	\$7,821.93
Task 1.2	Progress Status Reports		20					7	27	\$4,879.71
Task 1.3	Project Reporting / Dashboard Update		12					6	18	\$3,082.86
Task 2	PROJECT DEVELOPMENT									
Task 2.1	Project Development Support		36	53	40	40		18	187	\$24,223.55
Task 2.2	Traffic and Revenue (T&R) Consultant Coordination		4	6	4	4		2	20	\$2,613.07
Task 2.3	Financial Planning Support		37	40	42	42		19	180	\$23,305.99
Task 2.4	Project Phasing Coordination		43	40	48	48		22	201	\$26,094.82
Task 3	PUBLIC INVOLVEMENT SERVICES									
Task 3.1	Enhanced Public Involvement Activities		3				70	20	93	\$13,113.40
TOTAL DIRECT LABOR		8	180	139	134	134	70	102	767	
<i>% Total by Classification</i>		1.04%	23.47%	18.12%	17.47%	17.47%	9.13%	13.30%		
Labor Costs		\$ 640.00	\$ 12,960.00	\$ 6,255.00	\$ 5,092.00	\$ 4,288.00	\$ 3,850.00	\$ 2,958.00		
Overhead Rate		1.5382	1.7	1.5382	1.7	1.7	1.5382	1.7		
Overhead Costs		\$ 984.45	\$ 22,032.00	\$ 9,621.44	\$ 8,656.40	\$ 7,289.60	\$ 5,922.07	\$ 5,028.60		
Profit		10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%		
Profit Costs		\$ 162.44	\$ 3,499.20	\$ 1,587.64	\$ 1,374.84	\$ 1,157.76	\$ 977.21	\$ 798.66		
Total Loaded Labor		\$ 1,786.89	\$ 38,491.20	\$ 17,464.09	\$ 15,123.24	\$ 12,735.36	\$ 10,749.28	\$ 8,785.26		\$ 105,135.31
<i>% Total by Class</i>		1.70%	36.61%	16.61%	14.38%	12.11%	10.22%	8.36%		
Total Direct Expenses		\$ 5,000.00								
Total		\$ 110,135.31								

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

RESOLUTION NO. 16-064

**APPROVAL OF WORK AUTHORIZATION NO. 3 WITH PARSONS
BRINCKERHOFF, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
RELATED TO THE SH 45 SW PROJECT**

WHEREAS, by Resolution 16-034 dated June 15, 2015, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Parsons Brinckerhoff, Inc. for general engineering consultant services; and

WHEREAS, on July 1, 2016 the Mobility Authority entered into an agreement with Parsons Brinckerhoff, Inc. for general consulting civil engineering services; and

WHEREAS, the Executive Director and Parsons Brinckerhoff have agreed to proposed Work Authorization No. 3 for general engineering consultant services for the SH 45 SW Project; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Work Authorization No. 3 to be in an amount not to exceed \$1,150,000, including contingency; and

WHEREAS, the Services defined in Work Authorization No. 3 are scheduled to expire on December 31, 2019, or when all tasks associated with the Scope of Services are completed; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Work Authorization No. 3, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves an amount not to exceed \$1,150,000 for the services described in Work Authorization No. 3; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed Work Authorization No. 3 with Parsons Brinckerhoff, Inc., in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petroy, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT D
WORK AUTHORIZATION
WORK AUTHORIZATION NO.3

This Work Authorization is made as of this ____ day of _____, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the “Agreement”), between the Central Texas Regional Mobility Authority (“Authority”) and **Parsons Brinckerhoff, Inc.**, (“GEC”). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

45 Southwest – Construction Phased Services

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Not applicable

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

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Unless amended otherwise by mutual agreement between Authority and GEC, the Services defined herein shall expire on December 31, 2019, or when all tasks associated with the Scope of Services are complete as defined by the Authority.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed **\$1,000,000.00** based on a Cost Plus fee listed in Attachment B – Fee Estimate. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority’s Responsibilities

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

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: Parsons Brinckerhoff, Inc.

By: Mike Heiligenstein

By: Mario Medina

Signature: _____

Signature: _____

Title: Executive Director

Title: Area Manager

Date: _____

Date: _____

CENTRAL TEXAS RMA

ATTACHMENT A – SCOPE OF WORK

WORK AUTHORIZATION NO. 1

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

General

The services to be performed by the GEC will include construction management and oversight activities necessary to oversee the construction of the SH 45SW Project through a Design-Bid-Build construction contract. The services are to include the professional services and associated deliverables required to fulfill the obligations under this contract as described herein.

In general, the GEC will oversee the construction activities of the Contractor, CE&I and IECM for contract compliance and compliance with environmental commitments and report to the CTRMA. The GEC's oversight responsibilities will include monitoring, auditing, reviewing, commenting, and reporting on the Contractor's compliance with project requirements and monitoring the CE&I and IECM for compliance with professional services contract obligations.

The GEC will perform general project management activities including preparation of project reports and documents, document management, schedule reviews, and provide general technical and construction support services. The GEC will participate in construction meetings between the Contractor, CE&I and IECM; facilitate meetings between the CTRMA, Contractor, CE&I and IECM; and provide construction oversight support for construction, inspection and engineering services and environmental compliance services for the Project including utility coordination and engineering and providing the RMA with public involvement and outreach and media outreach support.

The GEC will be the single point of contact between the CTRMA and the Contractor, CE&I and IECM. The GEC will function as an extension of the CTRMA's staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC will provide recommendations where applicable to aid the STATE in their decision-making and approval process.

The GEC staff will be located at the CTRMA main office and will provide a minimum construction management staff at the Contractor-provided Project Field Office to effectively fulfill its oversight responsibilities including invoicing and administrative support for activities required to complete the overall construction oversight efforts. This staff will represent the CTRMA's interests as defined in the construction contract.

1. Project Management and Administration

1.1. Organization and Staffing

The GEC will:

- Develop and maintain a staffing plan for consistency and appropriate levels of field staffing. Provide staff to manage the daily oversight activities of the Project.
- Work with CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, contractors and the general public to coordinate construction activities.
- Coordinate, contract and provide oversight for sub-consultants.

1.2. Reporting

The GEC will:

- Prepare and issue monthly status reports on the Project's construction status which will document any issues, delays encountered, and corrective actions as necessary.
- Provide a monthly update to CTRMA on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC and sub-consultants.
- Track, monitor, and prepare reports on HUB utilization for the GEC and sub-contractors, and HUB/SBE programs for construction contracts.
- Perform all duties and services, render opinions, and issue certificates specified for the GEC in the Trust Agreement(s) necessary for securing the revenue bonds issued by the CTRMA to finance the Project.
- Prepare Quarterly Reports with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall Project progress.

1.3. Document Controls

The GEC will:

- Maintain and retain pertinent documentation on the Project. Maintain Project files for the duration of the Project.
- Prepare, manage, record, distribute and archive documentation of project activities, progress, and related communications.
- At the completion of the Project, transfer project files to CTRMA for their storage.
- Coordinate document integration with the CTRMA EDMS.
- Perform retrieval of documents as a result of Open Records Requests or at the request of the CTRMA.

1.4. Project Meetings & Documentation

The GEC will:

- Participate in weekly Project construction progress meetings and issue resolution meetings (as needed) to assess progress, schedule, quality of work performed services being provided and identification of issues. as well as identify issues:
- Coordinate the details of and participate in Project's Partnering Meetings, if held, as a

representative of the CTRMA. The costs associated with the Partnering Meetings, such as venue and facilitator, will be the responsibility of CTRMA.

- The GEC will prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.

1.5. Project Scheduling

The GEC will:

- Evaluate, monitor and verify according to contractual requirements, the construction schedule (baseline and updates) as submitted by the Contractor.
- Report and verify the Contractor's progress and upcoming milestones on a monthly basis to CTRMA.
- Identify, catalog, and archive Baseline Schedule and schedule revisions. Evaluate time impacts and report to CTRMA.
- Provide progress model of Baseline Schedule and schedule revisions.

1.6. General Technical Support

The GEC will provide technical support and contract management assistance as required by the CTRMA toward the successful completion of the Project; including:

- Preparation of technical exhibits and documents
- Advise the CTRMA on matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans prepared by the Design Engineer(s).
- Seek clarifications from the Design Engineer(s) when necessary on the intent reflected in the design plans and specifications. The Engineer of Record will remain responsible for design related services.

1.7. Construction Coordination Support

The GEC will Support CTRMA in coordination and any interlocal agency agreements or stakeholders including exhibit preparation and supporting document preparation and assembly with the following agencies:

- Texas Department of Transportation (TxDOT)
- Hays County
- Travis County
- Local Municipalities and Municipal Utility Districts
- Other Agencies as identified and as directed by CTRMA

DELIVERABLES

- Monthly progress reports
- Quarterly Reports

- Quarterly Risk Register updates
- Correspondence

2. Contract Management and Compliance Monitoring

The GEC will oversee Contractor, CE&I and IECM activities for contract compliance and coordinate with the CE&I and EICM to provide construction oversight support for construction, inspection and engineering services and environmental compliance services for the Project.

2.1. Contract Management

The GEC will:

- Monitor review of Change Orders on the Project and cost estimates prepared by the Contractor
- Monitor with evaluation of Contractor claims for extension of time
- Monitor review Contractor pay requests for proper documentation and signature by the Contractor in accordance with the requirements of the Contract and to ensure that it accurately reflects monies due for acceptable work completed.
- Coordinate with the Engineer(s) of Record.
- Coordinate with the Contractor, affected third parties, interested agencies, emergency responders and CTRMA for major traffic disruptions.
- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the Contractor, designers or interested parties.
- Monitor permit close-out activities.
- Facilitate close-out activities including compiling Record (As-Built) Plans incorporating construction revisions into the original “as bid” construction plans.

2.2. Compliance Monitoring

The GEC will:

- Coordinate and monitor environmental commitments consistently throughout the CTRMA Projects.
- Coordinate with the Contractor, CE&I and IECM for adherence to Project permitting requirements and documenting compliance. The GEC will issue non-compliant documentation in instances where permit requirements fall below requirements.

DELIVERABLES

- Progress reporting and documentation of activities
- Correspondence.

3. Utility Coordination and Engineering

The GEC will:

3.1. Utility Adjustment Coordination

- Participate in meetings, as necessary, in the utility coordination process.
- Schedule periodic meetings with utility owner's representatives for coordination purposes.
- Attend meetings with CTRMA and other interested parties as directed.
- Meet with the Contractor and/or designer as necessary to resolve matters relating to schedules, utility identification, design changes, conflict resolution, and negotiation with utility owners.
- Assist CTRMA with negotiating the details of utility agreements with the utility companies. Details will include any necessary betterment percentages, indirect costs, plans, estimates and schedules for the utility companies' activities. The GEC will also prepare draft agreements for CTRMA's use including the necessary exhibits and information concerning the Project (such as reports, plans and surveys).
- Monitor and report utility adjustment status.

3.2. Utility Engineering

- Review utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; the GEC is not responsible for actual location of utilities.

DELIVERABLES

- Progress reporting and documentation of activities
- Correspondence.

4. Public Involvement Support

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

4.1. Public Information and Construction Updates

Coordinate and assist with public outreach concerning Project information and construction updates, including:

- Respond to public inquiries regarding the Project, specifically with the use of a telephone hotline phone number and an e-mail hotline address.
- Coordinate with the Contractor to prepare and conduct monthly briefings to stakeholders, as needed.

4.2. Public Outreach Support

Coordinate / support / assist various public outreach meetings and events, as requested by the CTRMA; including:

- Small meetings and one-on-one meetings with stakeholders.

- Project tours for visitors and other delegations.

4.3. Media Outreach Support

Assist the CTRMA Director of Communications, as requested, with the following public and media outreach tasks:

- Update the Project web site.
- Issuance of public notices of traffic phase changes and local road detours and closures with the Contractor.
- Respond to media inquiries.
- Respond to Open Record Requests.

5. Greenroads Certification

The GEC will provide support for obtaining Greenroads certification for the Project. The GEC will prepare studies, analysis, reports and documentation in sufficient details to meet the requirements of the Greenroads Rating System.

ATTACHMENT B - Fee Estimate

45SW - WA #1		Sr Engineering Manager (P14)	Computer Graphics Specialist (P10)	Public Involvement (P9)	Senior Project Manager	Engineer III	Scheduler III	Engineering I	Engineer I	Admin/Clerical III	Lead Utility Coordinator	Lead Utility Coordinator	Administrative Assistant	TOTAL	TOTAL
Estimated Average Labor Rates		\$80.00	\$70.00	\$55.00	\$90.00	\$38.00	\$70.00	\$32.00	\$32.00	\$29.00	\$60.00	\$60.00	\$22.00	HRS	FEE
TASK / WORK DESCRIPTION															
45 SW Construction Phased Services															
Task 1	Project Management and Administration														
Task 1.1	Organization and Staffing				40									40	\$10,692.00
Task 1.2	Reporting	40			40			400		80	80			640	\$77,732.86
Task 1.3	Document Controls									800				800	\$68,904.00
Task 1.4	Project Meetings and Documentation				100			400		80				580	\$71,636.40
Task 1.5	Project Scheduling				80		440							520	\$112,860.00
Task 1.6	General Technical Support				100			200						300	\$45,738.00
Task 1.6	Construction Coordination Support				80									80	\$21,384.00
Task 2	Contract Management and Compliance Monitoring														
Task 2.1	Contract Management				280			300						580	\$103,356.00
Task 2.2	Compliance Monitoring				280			300						580	\$103,356.00
Task 3	Utility Coordination and Engineering														
Task 3.1	Utility Adjustment Coordination				40			80			80	200	200	600	\$76,595.20
Task 3.2	Utility Engineering				40			80			80	200		400	\$64,495.20
Task 4	Public Involvement Support														
Task 4.1	Public Information and Construction Updates		40	140	20			120						320	\$46,067.01
Task 4.2	Public Outreach Support		40	140				120						300	\$40,721.01
Task 4.3	Media Outreach Support			80										80	\$12,284.89
Task 5	Greenroads Certification					200		200	400	600				1400	\$131,274.00
TOTAL DIRECT LABOR		40	80	360	1100	200	440	2200	400	1560	240	400	200	7220	
% Total by Classification		0.55%	1.11%	4.99%	15.24%	2.77%	6.09%	30.47%	5.54%	21.61%	3.32%	5.54%	2.77%		
Labor Costs	\$ 3,200.00	\$ 5,600.00	\$ 19,800.00	\$ 99,000.00	\$ 7,600.00	\$ 30,800.00	\$ 70,400.00	\$ 12,800.00	\$ 45,240.00	\$ 14,400.00	\$ 24,000.00	\$ 4,400.00			
Overhead Rate	1.5382	1.5382	1.5382	1.7	1.7	1.7	1.7	1.7	1.7	1.5	1.5	1.5			
Overhead Costs	\$ 4,922.24	\$ 8,613.92	\$ 30,456.36	\$ 168,300.00	\$ 12,920.00	\$ 52,360.00	\$ 119,680.00	\$ 21,760.00	\$ 76,908.00	\$ 21,600.00	\$ 36,000.00	\$ 6,600.00			
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%			
Profit Costs	\$ 812.22	\$ 1,421.39	\$ 5,025.64	\$ 26,730.00	\$ 2,052.00	\$ 8,316.00	\$ 19,008.00	\$ 3,456.00	\$ 12,214.80	\$ 3,600.00	\$ 6,000.00	\$ 1,100.00			
Total Loaded Labor	\$ 8,934.46	\$ 15,635.31	\$ 55,282.00	\$ 294,030.00	\$ 22,572.00	\$ 91,476.00	\$ 209,088.00	\$ 38,016.00	\$ 134,362.80	\$ 39,600.00	\$ 66,000.00	\$ 12,100.00		\$ 987,096.57	
Total Direct Expenses	\$ 5,390.00														
Total	\$ 992,486.57														

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

RESOLUTION NO. 16-065

ACCEPT THE FINANCIAL STATEMENTS FOR JULY 2016

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

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

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

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

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

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	26,352,946	2,540,399	9.64%	1,959,214
Toll Revenue-HCTRA-183A	2,306,626	261,821	11.35%	206,235
Toll Revenue-NTTA-183A	3,869,188	422,669	10.92%	323,838
Toll Revenue-TxTag-MoPac ML	1,724,750	-	-	-
Toll Revenue-TxTag-Manor	9,013,151	772,328	8.57%	636,489
Toll Revenue-HCTRA Manor	1,685,258	177,340	10.52%	161,103
Toll Revenue-NTTA-Manor	599,367	56,540	9.43%	45,442
Toll Revenue-TxTag-71E	1,003,750	-	-	-
Video Tolls 183A	11,476,562	857,791	7.47%	608,362
Video Tolls Manor Expressway	4,553,481	326,855	7.18%	236,335
Fee Revenue 183A	4,581,141	309,024	6.75%	209,106
Fee Revenue Manor Expressway	2,295,839	156,514	6.82%	105,155
Total Operating Revenue	69,462,060	5,881,281	8.47%	4,491,279
Other Revenue				
Interest Income	250,000	40,609	16.24%	28,671
Grant Revenue	700,000	-	-	-
Reimbursed Expenditures	1,555,396	-	-	-
Total Other Revenue	2,505,396	40,609	1.62%	28,671
Total Revenue	\$ 71,967,456	\$ 5,921,890	8.23%	4,519,950

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,967,036	232,904	7.85%	210,065
Salary Reserve	80,000	-	-	-
TCDRS	415,385	32,981	7.94%	29,923
FICA	128,873	11,272	8.75%	11,147
FICA MED	45,627	3,375	7.40%	3,077
Health Insurance Expense	332,091	43,569	13.12%	14,908
Life Insurance Expense	14,167	346	2.44%	388
Auto Allowance Expense	10,200	850	8.33%	850
Other Benefits	269,785	8,236	3.05%	12,582
Unemployment Taxes	15,463	-	-	-
Total Salaries and Wages	4,278,627	333,532	7.80%	282,940

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Administrative				
Administrative and Office Expenses				
Accounting	20,000	775	3.88%	833
Auditing	74,000	-	-	-
Human Resources	30,000	1,396	4.65%	88
IT Services	88,000	595	0.68%	595
Internet	1,700	182	10.73%	-
Software Licenses	55,725	5,904	10.59%	-
Cell Phones	14,542	649	4.46%	150
Local Telephone Service	12,000	1,211	10.09%	(965)
Overnight Delivery Services	850	-	-	-
Local Delivery Services	1,050	-	-	-
Copy Machine	12,000	1,498	12.48%	992
Repair & Maintenance-General	1,000	-	-	-
Meeting Facilities	1,000	-	-	-
Community Meeting/ Events	2,000	-	-	-
Meeting Expense	15,250	1,068	7.00%	-
Public Notices	2,000	-	-	-
Toll Tag Expense	1,900	120	6.32%	2
Parking	3,600	22	0.62%	185
Mileage Reimbursement	11,200	141	1.26%	144
Insurance Expense	150,000	11,921	7.95%	7,710
Rent Expense	558,000	35,466	6.36%	24,242
Legal Services	525,000	-	-	-
Total Administrative and Office Expenses	1,580,817	60,949	3.86%	33,976
Office Supplies				
Books & Publications	6,150	-	-	-
Office Supplies	21,000	412	1.96%	596
Computer Supplies	17,000	1,712	10.07%	398
Copy Supplies	2,500	-	-	423
Other Reports-Printing	10,000	430	4.30%	-
Office Supplies-Printed	2,700	-	-	-
Misc Materials & Supplies	3,750	965	25.73%	-
Postage Expense	5,850	77	1.32%	-
Total Office Supplies	68,950	3,597	5.22%	1,418

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Communications and Public Relations				
Graphic Design Services	75,000	-	-	-
Website Maintenance	140,000	280	0.20%	-
Research Services	105,000	-	-	-
Communications and Marketing	469,900	-	-	-
Advertising Expense	336,500	-	-	-
Direct Mail	10,000	-	-	-
Video Production	35,000	-	-	-
Photography	10,000	-	-	-
Radio	10,000	-	-	-
Other Public Relations	125,000	-	-	-
Promotional Items	10,000	-	-	-
Displays	5,000	-	-	-
Annual Report printing	5,000	-	-	-
Direct Mail Printing	11,300	-	-	-
Other Communication Expenses	1,000	316	31.55%	(134)
Total Communications and Public Relations	1,348,700	595	0.04%	(134)
Employee Development				
Subscriptions	3,300	150	4.55%	-
Memberships	50,750	1,725	3.40%	3,247
Continuing Education	11,750	-	-	-
Professional Development	6,700	-	-	-
Other Licenses	1,250	-	-	-
Seminars and Conferences	44,000	-	-	-
Travel	88,000	3,651	4.15%	5,775
Total Employee Development	205,750	5,526	2.69%	9,021

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Financing and Banking Fees				
Trustee Fees	15,000	-	-	-
Bank Fee Expense	8,000	540	6.74%	458
Continuing Disclosure	10,000	-	-	-
Arbitrage Rebate Calculation	8,000	-	-	-
Rating Agency Expense	30,000	15,000	50.00%	14,000
Total Financing and Banking Fees	71,000	15,540	21.89%	14,458
Total Administrative	3,275,217	86,206	2.63%	58,740
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	165,000	-	-	-
GEC-Financial Planning Support	10,500	-	-	-
GEC-Toll Ops Support	45,000	-	-	-
GEC-Roadway Ops Support	331,667	-	-	-
GEC-Technology Support	40,000	-	-	-
GEC-Public Information Support	30,000	-	-	-
GEC-General Support	1,176,000	-	-	-
General System Consultant	70,000	-	-	-
Traffic and Revenue Consultant	80,000	-	-	-
Total Ops and Mtce Consulting	1,948,167	-	0.00%	-
Road Operations and Maintenance				
Roadway Maintenance	4,871,600	-	-	-
Landscape Maintenance	5,000	-	-	-
Signal & Illumination Maint	20,000	-	-	-
Maintenance Supplies-Roadway	45,000	367	0.81%	31,570
Tools & Equipment Expense	750	-	-	-
Gasoline	6,000	522	8.70%	-
Repair & Maintenance-Vehicles	1,500	226	15.09%	-
Electricity - Roadways	180,000	4,784	2.66%	(4,229)
Total Road Operations and Maintenance	5,129,850	5,899	0.11%	27,341

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Toll Processing and Collection Expense				
Image Processing	2,300,000	108,164	4.70%	150,925
Tag Collection Fees	3,240,000	36,487	1.13%	27,563
Court Enforcement Costs	40,000	-	-	2,300
DMV Lookup Fees	5,000	7	0.14%	14
Total Toll Processing and Collections	5,585,000	144,657	2.59%	180,801
Toll Operations Expense				
Generator Fuel	6,000	19	0.32%	-
Fire and Burglar Alarm	500	-	-	-
Elevator Maintenance	3,000	-	-	-
Refuse	1,200	135	11.25%	-
Pest Control	1,600	-	-	-
Custodial	2,500	-	-	-
Telecommunications	90,000	6,633	7.37%	-
Water	10,500	738	7.03%	-
Electricity	1,200	-	-	-
ETC spare parts expense	1,600	-	-	-
Repair & Maintenance Toll Equip	275,000	-	-	-
Law Enforcement	273,182	-	-	21,316
ETC Maintenance Contract	1,755,098	-	-	-
ETC Toll Management Center System Operation	49,098	-	-	-
ETC Testing	10,000	-	-	-
Total Toll Operations	2,480,478	7,526	0.30%	21,316
Total Operations and Maintenance	15,143,495	158,082	1.04%	229,458
Other Expenses				
Special Projects and Contingencies				
HERO	700,000	-	-	-
Special Projects	125,000	-	-	-
Other Contractual Svcs	105,000	-	-	-
Contingency	300,000	-	-	2,059
Total Special Projects and Contingencies	1,230,000	-	0.00%	2,059

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2017	Actual Year to Date 7/31/2016	Percent of Budget	Actual PY to Date 7/31/2015
Non Cash Expenses				
Amortization Expense	383,230	31,936	8.33%	31,936
Amort Expense - Refund Savings	1,027,860	85,655	8.33%	85,655
Dep Exp- Furniture & Fixtures	2,207	184	8.33%	-
Dep Expense - Equipment	9,692	808	8.33%	421
Dep Expense - Autos & Trucks	6,406	534	8.33%	575
Dep Expense-Buildng & Toll Fac	177,115	14,760	8.33%	14,760
Dep Expense-Highways & Bridges	22,012,091	1,454,636	6.61%	1,404,322
Dep Expense-Communic Equip	196,115	16,343	8.33%	16,343
Dep Expense-Toll Equipment	2,756,238	229,686	8.33%	229,399
Dep Expense - Signs	325,893	27,158	8.33%	27,158
Dep Expense-Land Improvemts	884,934	73,745	8.33%	73,745
Depreciation Expense-Computers	16,203	1,350	8.33%	1,458
Total Non Cash Expenses	27,797,984	1,936,794	6.97%	1,885,771
Total Other Expenses	29,027,984	1,936,794	6.67%	1,887,829
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	200,000	28,396	14.20%	17,792
Interest Expense	42,813,675	2,987,033	6.98%	3,486,702
Community Initiatives	100,000	5,000	5.00%	-
Total Non Operating Expense	43,113,675	3,020,429	7.01%	3,504,494
Total Expenses	\$ 94,838,998	\$ 5,535,044	5.84%	\$ 5,963,461
Net Income	\$ (22,871,542)	\$ 386,846		\$ (1,443,511)

Central Texas Regional Mobility Authority

Balance Sheet

	as of 7/31/2016	as of 7/31/2015
	Assets	
Current Assets		
Cash		
Regions Operating Account	\$ 230,507	\$ 346,205
Cash In TexSTAR	682,918	681,221
Regions Payroll Account	140,238	133,324
Restricted Cash		
Fidelity Govt MMA	306,951,245	238,633,987
Restricted Cash-TexStar	17,429,634	6,419,400
Overpayments account	127,620	97,905
Total Cash and Cash Equivalents	325,562,163	246,312,043
Accounts Receivable		
Accounts Receivable	14,485	17,717
Due From TTA	555,605	364,414
Due From NTTA	479,209	369,280
Due From HCTRA	439,434	367,338
Due From TxDOT	40,349,114	9,905,164
Interest Receivable	585,864	88,551
Total Receivables	42,423,711	11,112,465
Short Term Investments		
Agencies	207,374,223	28,704,726
Total Short Term Investments	207,374,223	28,704,726
Total Current Assets	575,360,096	286,129,233
Total Construction In Progress	339,881,226	139,382,056
Fixed Assets (Net of Depreciation)		
Computers	38,921	55,124
Computer Software	1,114,504	1,479,632
Furniture and Fixtures	14,900	-
Equipment	12,172	2,951
Autos and Trucks	20,286	-
Buildings and Toll Facilities	5,452,894	5,640,901
Highways and Bridges	611,052,617	613,529,446
Communication Equipment	202,079	378,781
Toll Equipment	17,027,008	19,747,020
Signs	11,229,198	11,555,091
Land Improvements	11,435,128	12,320,063
Right of Way	86,849,829	86,838,919
Leasehold Improvements	160,283	178,384
Total Fixed Assets	744,609,819	751,726,312
Other Assets		
Intangible Assets-Net	86,074,273	12,814,769
2005 Bond Insurance Costs	4,697,181	4,910,690
Prepaid Insurance	23,261	15,420
Total Other Assets	90,794,715	17,740,878
Total Assets	\$ 1,750,645,857	\$ 1,194,978,480

Central Texas Regional Mobility Authority

Balance Sheet

as of 7/31/2016

as of 7/31/2015

Liabilities

Current Liabilities

Accounts Payable	\$ 13,800,283	\$ 4,803,280
Construction Payable-Maha Loop	528,883	3,723,135
Overpayments	129,910	99,852
Interest Payable	13,639,949	3,319,623
TCDRS Payable	50,208	43,334
Medical Reimbursement Payable	1,560	-
Due to Other Entities	787,562	589,303

Total Current Liabilities	28,938,355	12,578,525
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Long Term Liabilities

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

Bonds Payable

Senior Lien Revenue Bonds:

Senior Lien Revenue Bonds 2010	64,909,398	112,050,314
Senior Lien Revenue Bonds 2011	13,645,020	308,753,258
Senior Refunding Bonds 2013	147,880,000	182,555,000
Senior Lien Revenue Bonds 2015	298,790,000	-
Senior Lien Put Bnd 2015	68,785,000	-
Senior Lien Refunding Revenue Bonds 2016	358,030,000	-
Sn Lien Rev Bnd Prem/Disc 2010	-	49,787
Sn Lien Rev Bnd Prem/Disc 2011	-	(3,398,089)
Sn Lien Rev Bnd Prem/Disc 2013	11,878,113	14,002,008
Sn Lien Revenue Bnd Prem 2015	23,070,650	-
Sn Lien Put Bnd Prem 2015	7,297,940	-
Senior lien premium 2016 revenue bonds	59,969,947	-

Total Senior Lien Revenue Bonds	1,054,256,068	614,012,278
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Sub Lien Revenue Bonds:

Subordinated Lien Bond 2011	70,000,000	70,000,000
Sub Refunding Bnds 2013	102,030,000	102,530,000
Sub Lien Bond 2011 Prem/Disc	(1,682,895)	(1,780,876)
Sub Refunding 2013 Prem/Disc	2,773,687	3,260,892

Tot Sub Lien Revenue Bonds	173,120,792	174,010,017
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Other Obligations

TIFIA Note 2015	51,262	-
SIB Loan 2015	12,471,705	-
State Highway Fund Loan 2015	12,471,705	-
2011 Regions Draw Down Note	-	1,221,439
2013 American Bank Loan	5,300,000	5,300,000

Total Other Obligations	30,294,672	6,521,439
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Total Long Term Liabilities	1,257,860,621	794,732,822
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Total Liabilities	1,286,798,976	807,311,347
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Net Assets

Contributed Capital	35,847,060	35,847,060
Net Assets Beginning	427,612,974	353,268,910
Current Year Operations	386,846	(1,448,838)
Total Net Assets	463,846,880	387,667,133

Total Liabilities and Net Assets	\$ 1,750,645,857	\$ 1,194,978,480
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Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2017
as of July 31, 2016

Cash flows from operating activities:

Receipts from toll fees	\$	5,566,192
Payments to vendors		(1,142,474)
Payments to employees		(332,603)
Net cash flows provided by (used in) operating activities		4,091,114

Cash flows from capital and related financing activities:

Receipts from Department of Transportation		14,479,224
Payments on interest		(19,703,412)
Acquisitions of construction in progress		(12,741,497)
Net cash flows provided by (used in) capital and related financing activities		(17,965,686)

Cash flows from investing activities:

Interest income		(54,806)
Purchase of investments		(4,521,705)
Proceeds from sale or maturity of investments		2,750,138
Net cash flows provided by (used in) investing activities		(1,826,372)

Net increase (decrease) in cash and cash equivalents (15,700,943)

Cash and cash equivalents at beginning of period		323,150,553
Cash and cash equivalents at end of June	\$	307,449,609

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

Operating income	\$	3,333,270
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		1,819,203
Changes in assets and liabilities:		
Decrease in accounts receivable		(315,089)
(Increase) decrease in prepaid expenses and other assets		84,341
(Decrease) increase in accounts payable		(964,547)
Increase (decrease) in accrued expenses		16,345
(Increase) in deferred inflow of resources		117,591
Total adjustments		757,844
Net cash flows provided by (used in) operating activities	\$	4,091,114

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	498,364
Restricted cash and cash equivalents		306,951,245
Total	\$	307,449,610

INVESTMENTS by FUND

		Balance July 31, 2016	
Renewal & Replacement Fund			TexSTAR 18,112,552.90
TexSTAR	503,571.79		CD's -
Regions Sweep	188,268.03		Regions Sweep 300,547,991.46
Agencies		691,839.82	Agencies 207,373,834.51
TxDOT Grant Fund			
TexSTAR	82,444.82		\$ 526,034,378.87
Regions Sweep	3,458,602.85		
CD's			
Agencies		3,541,047.67	
Senior Debt Service Reserve Fund			
TexSTAR	591,828.87		
Regions Sweep	25,052,062.04		
Agencies	53,964,947.63	79,608,838.54	
Senior Debt Service Reserve 2015			
Regions Sweep	-	-	
2010 Senior Lien DSF			
Regions Sweep	634,635.22		
TexSTAR	-	634,635.22	
2011 Debt Service Acct			
Regions Sweep	749,851.97	749,851.97	
2013 Sr Debt Service Acct			
Regions Sweep	5,769,107.19	5,769,107.19	
2013 Sub Debt Service Account			
Regions Sweep	675,733.44	675,733.44	
2015 Sr Capitalized Interest			
Regions Sweep	68,023,571.93	68,023,571.93	
2015A Debt Service Account			
Regions Sweep	3.30	3.30	
2015B Debt Service Account			
Regions Sweep	286,964.76	286,964.76	
2011 Sub Debt DSRF			
Regions Sweep	7,072,173.75		
CD's		7,072,173.75	
2011 Sub DSF			
Regions Sweep	1,328,057.68	1,328,057.68	
Operating Fund			
TexSTAR	682,918.42		
TexSTAR-Trustee	1,809,649.03		
Regions Sweep	-	2,492,567.45	
Revenue Fund			
Regions Sweep	2,515,964.50	2,515,964.50	
General Fund			
TexSTAR	53.78		
Regions Sweep	31,410,414.02		
Agencies	4,414,726.25	35,825,194.05	
2013 Sub Debt Service Reserve Fund			
Regions Sweep	8,466,669.27		
Agencies		8,466,669.27	
MoPac Construction Fund			
Regions Sweep	54,372,103.94	54,372,103.94	
2011 Sub Debt Project fund			
TexSTAR	4,183,620.67		
Agencies			
Regions Sweep	6,455,457.67	10,639,078.34	
2015B Project Account			
Regions Sweep	19,731,884.73		
Agencies	20,265,155.38	39,997,040.11	
2015A Project Account			
TexSTAR	10,258,465.52		
Regions Sweep	4,856,534.26		
Agencies	128,729,005.25	143,844,005.03	
2015 TIFIA Project Account			
Regions Sweep	50,193.39	50,193.39	
2015 State Highway Fund Project Account			
Regions Sweep	10,655,287.13	10,655,287.13	
2015 SIB Project Account			
Regions Sweep	6,810,362.51	6,810,362.51	
2016 Sr Lien Rev Refunding Cost of Issuance			
Regions Sweep	66,121.46	66,121.46	
2016 Sr Lien Rev Refunding Debt Service Account			
Regions Sweep	8,722,649.39	8,722,649.39	
2011 Sr Financial Assistance Fund			
Regions Sweep	26,926,089.41	26,926,089.41	
2011 Senior Lien Project Fund			
Regions Sweep	27.39		
Agencies		27.39	
Developer Deposits			
Regions Sweep	100,046.59	100,046.59	
45SW Trust Account Hays County			
Regions Sweep	76,717.86	76,717.86	
45SW Trust Account Travis County			
Regions Sweep	6,092,435.78	6,092,435.78	
		<u>\$ 526,034,378.87</u>	

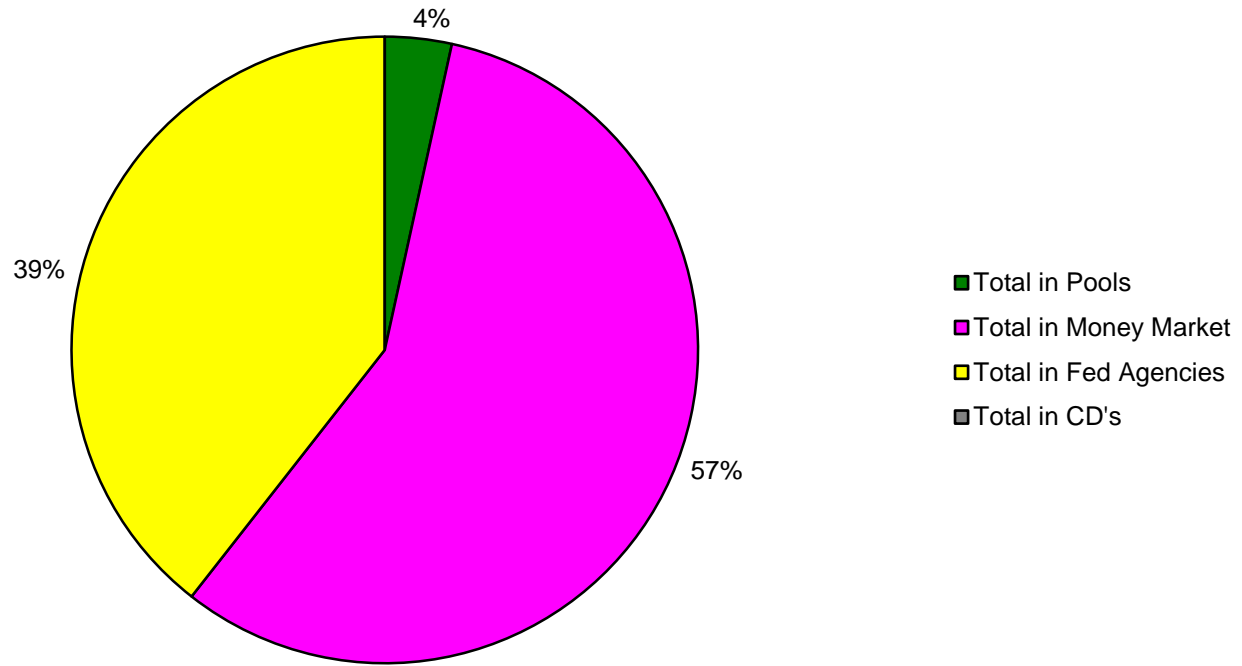
CTRMA INVESTMENT REPORT

	Month Ending 7/31/16					Rate July	
	Balance 6/1/2016	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 7/31/2016
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,182,249.19			1,371.48		4,183,620.67	0.386%
General Fund	53.78					53.78	0.386%
Trustee Operating Fund	1,248,299.89	1,660,842.11		507.03	1,100,000.00	1,809,649.03	0.386%
Renewal and Replacement	503,406.71			165.08		503,571.79	0.386%
TxDOT Grant Fund	82,417.82			27.00		82,444.82	0.386%
Senior Lien Debt Service Reserve Fund	591,634.84			194.03		591,828.87	0.386%
2015A Sr Ln Project Subaccount	9,000,102.59	1,255,000.00		3,362.93		10,258,465.52	
	15,608,164.82	2,915,842.11		5,627.55	1,100,000.00	17,429,634.48	
Amount in TexStar Operating Fund							
	682,683.20	1,600,000.00		235.22	1,600,000.00	682,918.42	0.386%
Regions Sweep Money Market Fund							
Operating Fund	26,190.00	1,634,650.00		2.11	1,660,842.11	0.00	0.100%
45SW Trust Account Travis County	6,414,078.24			542.05	322,184.51	6,092,435.78	0.100%
45SW Trust Account Hays County	76,711.55			6.31		76,717.86	0.100%
2015A Project Account	7,381,498.87			521.02	2,525,485.63	4,856,534.26	0.100%
2015B Project Account	19,730,263.06			1,621.67		19,731,884.73	0.100%
2015D State Highway Fund Project Acct	3,957,123.61	6,767,000.00		397.94	69,234.42	10,655,287.13	0.100%
2015C TIFIA Project Account	50,189.26			4.13		50,193.39	0.100%
2015E SIB Project Account	42,902.89	6,767,000.00		459.62		6,810,362.51	0.100%
2011 Sub Lien Project Acct	6,832,173.80			565.82	377,281.95	6,455,457.67	0.100%
2011 Senior Lien Project Acct	27.39					27.39	0.100%
Developer Deposits	100,038.37			8.22		100,046.59	0.100%
2011 Sr Financial Assistance Fund	35,289,287.55			2,801.86	8,366,000.00	26,926,089.41	0.100%
2010 Senior DSF	880,375.36			72.36	245,812.50	634,635.22	0.100%
2011 Senior Lien Debt Service Acct	749,790.34			61.63		749,851.97	0.100%
2011 Sub Debt Service Fund	3,483,382.91	206,888.46		286.31	2,362,500.00	1,328,057.68	0.100%
2013 Senior Lien Debt Service Acct	5,795,589.30	3,670,078.56		439.33	3,697,000.00	5,769,107.19	0.100%
2013 Subordinate Debt Service Acct	2,801,267.79	425,003.31		212.34	2,550,750.00	675,733.44	0.100%
2015 Sr Capitalized Interest	75,487,117.51			6,204.42	7,469,750.00	68,023,571.93	0.100%
2015A Debt Service Acct	3.30					3.30	0.100%
2015B Debt Service Acct	1,719,927.34	286,532.05		130.37	1,719,625.00	286,964.76	0.100%
2016 Sr Lien Rev Refunding Cost of Issuance	66,115.88			5.58		66,121.46	0.100%
2016 Sr Lien Rev Refunding Debt Service Account	1,453,753.13	8,722,518.75		130.64	1,453,753.13	8,722,649.39	0.100%
TxDOT Grant Fund	3,457,825.49			777.36		3,458,602.85	0.100%
Renewal and Replacement	188,252.56			15.47		188,268.03	0.100%
Revenue Fund	3,588,399.34	6,315,976.83		223.93	7,388,635.60	2,515,964.50	0.100%
General Fund	30,715,446.22	4,886,659.70		2,379.19	4,194,071.09	31,410,414.02	0.100%
2011 Sub Debt Service Reserve Fund	7,071,592.52			581.23		7,072,173.75	0.100%
Senior Lien Debt Service Reserve Fund	24,960,013.13	90,000.00		2,048.91		25,052,062.04	0.100%
2013 Sub Debt Service Reserve Fund	8,465,973.44			695.83		8,466,669.27	0.100%
MoPac Managed Lane Construction Fund	65,237,213.61			5,439.55	10,870,549.22	54,372,103.94	0.100%
	316,022,523.76	39,772,307.66	0.00	26,635.20	55,273,475.16	300,547,991.46	
Amount in Fed Agencies and Treasuries							
Amortized Principal	207,423,972.96		(50,138.45)			207,373,834.51	
	207,423,972.96	0.00	(50,138.45)	0.00	0.00	207,373,834.51	
Certificates of Deposit							
						0.00	
Total in Pools	16,290,848.02	4,515,842.11		5,862.77	2,700,000.00	18,112,552.90	
Total in Money Market	316,022,523.76	39,772,307.66		26,635.20	55,273,475.16	300,547,991.46	
Total in Fed Agencies	207,423,972.96		(50,138.45)		0.00	207,373,834.51	
Total Invested	539,737,344.74	44,288,149.77	(50,138.45)	32,497.97	57,973,475.16	526,034,378.87	

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

William Chapman, CFO

Allocation of Funds



Amount of investments As of July 31, 2016

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Farmer Mac	31315PV55	2,501,200.00	2,500,350.00	2,503,450.00	0.7751%	3/11/2015	2/23/2017	Senior DSRF
Federal Farm Credit	3133ECA79	4,959,250.00	4,977,361.11	5,000,050.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Northeast Texas ISD	659155HX6	2,534,600.00	2,500,000.00	2,500,000.00	0.6010%	8/3/2015	8/1/2016	Senior DSRF
Federal Farm Credit	3133EE4K3	24,928,346.00	24,953,771.61	25,035,750.00	0.7200%	1/13/2016	7/21/2017	Senior DSRF
Federal Farm Credit	3133EFGS3	10,057,749.23	10,045,591.46	10,057,800.00	0.8421%	2/8/2016	3/14/2018	2015B Sr Project
Federal Home loan Bank	313378QK0	10,253,642.07	10,219,563.92	10,258,900.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
Federal Home loan Bank	3030A3J70	5,001,836.28	5,000,775.89	17,009,180.00	0.5781%	2/9/2016	11/23/2016	2015A Sr Project
Federal Home loan Bank	3030A3J70	12,005,994.72	12,001,998.24		0.5580%	2/23/2016	11/23/2016	2015A Sr Project
Freddie Mac	3137EADF3	16,124,658.17	16,075,856.90	16,084,960.00	0.6259%	2/9/2016	11/23/2016	2015A Sr Project
Freddie Mac	3134G4Z84	9,850,343.91	9,836,422.46	9,852,332.00	0.8097%	2/18/2016	10/10/2017	2015A Sr Project
Federal Farm Credit	3133ECKC7	8,000,866.72	8,000,525.28	8,003,600.00	0.6400%	2/23/2016	3/28/2017	2015A Sr Project
Federal Home loan Bank	3130A2T97	8,270,315.03	8,270,105.05	8,271,075.10	0.4922%	3/30/2016	9/28/2016	2015A Sr Project
Federal Home loan Bank	3030A62S5	6,984,310.89	6,988,402.83	7,007,140.00	0.9053%	3/14/2016	8/28/2017	2015A Sr Project
Fannie MAE	3035G0GY3	8,037,563.20	8,021,396.76	8,031,120.00	0.7122%	3/14/2016	1/30/2017	2015A Sr Project
Fannie MAE	3135G0JA2	8,031,624.00	8,021,187.30	8,033,520.00	0.9023%	3/14/2016	4/27/2017	2015A Sr Project
Federal Home loan Bank	303370S22	14,536,023.18	14,456,572.30	14,498,377.50	0.9023%	3/7/2016	9/8/2017	2015A Sr Project
Federal Home loan Bank	3030A5QL6	8,000,900.56	8,000,619.14	8,016,160.00	0.7913%	3/4/2016	6/30/2017	2015A Sr Project
Freddie Mac	3137EADT3	8,013,462.84	8,007,970.89	8,016,720.00	0.6999%	3/4/2016	2/22/2017	2015A Sr Project
Federal Home loan Bank	313379FW4	8,027,415.64	8,019,216.57	8,023,120.00	0.7098%	3/30/2016	6/9/2017	2015A Sr Project
Federal Home loan Bank	3030A6SW8	10,039,900.00	10,033,468.75	10,037,300.00	0.7616%	4/11/2016	12/19/2016	Senior DSRF
Federal Home loan Bank	3030A6SW8	4,417,556.00	4,414,726.25	4,416,412.00	0.7616%	4/11/2016	12/19/2016	General
Federal Home loan Bank	313371PV2	8,058,893.21	8,027,955.64	8,034,080.00	0.4985%	4/12/2016	12/9/2016	2015A Sr Project
Federal Home loan Bank	3130A7T62	8,999,994.24	8,999,996.16	9,001,170.00	0.5501%	4/18/2016	1/18/2017	Senior DSRF
		<u>207,636,445.89</u>	<u>207,373,834.51</u>	<u>207,692,216.60</u>				

Agency	CUSIP #	COST	Cumulative			Interest Income		
			Amortization	7/31/2016 Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Farmer Mac	31315PV55	2,501,200.00	850.00	2,500,350.00	2,500,000.00	1,666.67	(50.00)	1,616.67
Federal Farm Credit	3133ECA79	4,959,250.00	(18,111.11)	4,977,361.11	5,000,000.00	3,916.67	1,131.94	5,048.61
Northeast Texas ISD	659155HX6	2,534,600.00	34,600.00	2,500,000.00	2,500,000.00	4,166.67	(2,883.33)	1,283.34
Federal Farm Credit	3133EE4K3	24,928,346.00	(25,425.61)	24,953,771.61	25,000,000.00	15,000.00	3,852.37	18,852.37
Federal Farm Credit	3133EFGS3	10,057,749.23	12,157.77	10,045,591.46	10,000,000.00	9,166.67	(2,279.58)	6,887.09
Federal Home loan Bank	313378QK0	10,253,642.07	34,078.15	10,219,563.92	10,000,000.00	15,625.00	(6,861.37)	8,763.63
Federal Home loan Bank	3030A3J70	5,001,836.28	1,060.39	5,000,775.89	5,000,000.00	2,604.17	(193.97)	2,410.20
Federal Home loan Bank	3030A3J70	12,005,994.72	3,996.48	12,001,998.24	12,000,000.00	6,250.00	(499.56)	5,750.44
Freddie Mac	3137EADF3	16,124,658.17	48,801.27	16,075,856.90	16,000,000.00	16,666.67	(7,585.69)	9,080.98
Freddie Mac	3134G4Z84	9,850,343.91	13,921.45	9,836,422.46	9,800,000.00	9,187.50	(2,428.16)	6,759.34
Federal Farm Credit	3133ECKC7	8,000,866.72	341.44	8,000,525.28	8,000,000.00	4,333.33	(65.66)	4,267.67
Federal Home loan Bank	3130A2T97	8,270,315.03	209.98	8,270,105.05	8,270,000.00	3,445.83	(52.50)	3,393.33
Federal Home loan Bank	3030A62S5	6,984,310.89	(4,091.94)	6,988,402.83	7,000,000.00	4,375.00	818.39	5,193.39
Fannie MAE	3035G0GY3	8,037,563.20	16,166.44	8,021,396.76	8,000,000.00	10,000.00	(3,233.29)	6,766.71
Fannie MAE	3135G0JA2	8,031,624.00	10,436.70	8,021,187.30	8,000,000.00	7,500.00	(2,354.14)	5,145.86
Federal Home loan Bank	303370S22	14,536,023.18	79,450.88	14,456,572.30	14,250,000.00	26,718.75	(15,890.18)	10,828.57
Federal Home loan Bank	3030A5QL6	8,000,900.56	281.42	8,000,619.14	8,000,000.00	5,333.33	(56.28)	5,277.05
Freddie Mac	3137EADT3	8,013,462.84	5,491.95	8,007,970.89	8,000,000.00	5,833.33	(1,160.27)	4,673.06
Federal Home loan Bank	313379FW4	8,027,415.64	8,199.07	8,019,216.57	8,000,000.00	6,666.67	(1,921.66)	4,745.01
Federal Home loan Bank	3030A6SW8	10,039,900.00	6,431.25	10,033,468.75	10,000,000.00	8,333.33	(1,968.75)	6,364.58
Federal Home loan Bank	3030A6SW8	4,417,556.00	2,829.75	4,414,726.25	4,400,000.00	3,666.67	(866.25)	2,800.42
Federal Home loan Bank	313371PV2	8,058,893.21	30,937.57	8,027,955.64	8,000,000.00	10,833.33	(5,591.13)	5,242.20
Federal Home loan Bank	3130A7T62	8,999,994.24	(1.92)	8,999,996.16	9,000,000.00	4,125.00	0.64	4,125.64
		<u>207,636,445.89</u>	<u>262,611.38</u>	<u>207,373,834.51</u>	<u>206,720,000.00</u>	<u>185,414.59</u>	<u>(50,138.45)</u>	<u>135,276.16</u>

July 31, 2016

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	July 31, 2016 Interest	FUND
		<u><u>-</u></u>				<u><u>\$ -</u></u>	

Travis County Escrow account

Balance		Accrued		Balance
6/1/2016	Additions	Interest	Withdrawals	7/31/2016
\$ 413,940.03		\$ 136.37	\$ 10,822.45	\$ 403,253.95



Monthly Newsletter - July 2016

Performance

As of July 31, 2016

Current Invested Balance	\$5,602,432,939.56
Weighted Average Maturity (1)	42 Days
Weighted Average Maturity (2)	110 Days
Net Asset Value	1.000186
Total Number of Participants	813
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$2,044,541.52
Management Fee Collected	\$233,876.57
% of Portfolio Invested Beyond 1 Year	8.73%
Standard & Poor's Current Rating	AAAm

July Averages

Average Invested Balance	\$5,522,585,466.26
Average Monthly Yield, on a simple basis	0.3861%
Average Weighted Average Maturity (1)*	46 Days
Average Weighted Average Maturity (2)*	113 Days

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

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

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

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

New Participants

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

★ Harris County MUD 504

★ City of Robinson

★ VIA Metropolitan Transit

Economic Commentary

The month of July was marked by the sharp rebound in global markets post the UK referendum vote. US equity indices hit all time highs while UK and Europe stock markets regained much of their losses. One reason contributing to the rally is that there has been little evidence of a contagion effect in other European Union member countries. Moreover, the British Pound has taken much of the burden as it's down roughly 11% versus the US dollar from its pre-Brexit levels. While U.S equity prices hit all time highs, US bond yields continue to hover around historically low levels. Negative rates in global bond markets along with demand for high quality credits continue to put downward pressure on yields in the US. In the first half of the month, US Treasury yields rose as Brexit fears subsided and June nonfarm payroll numbers showed solid improvement, but the poor Q2 GDP release at the end of the month caused rates to rally. As anticipated, the Federal Open Market Committee kept the Federal Funds rate unchanged at their July meeting. Despite international concerns, the Fed offered an optimistic outlook on the U.S. economy with an upgraded assessment of the labor market and a diminished near-term risk profile due to the rebound post Brexit. In the UK, the Bank of England is expected to cut rates and to restart its asset purchase program to offset any drags on economic recovery.

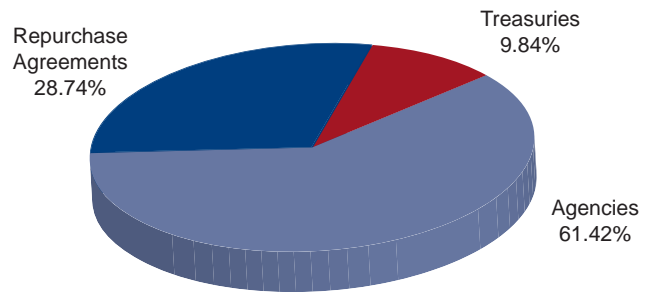
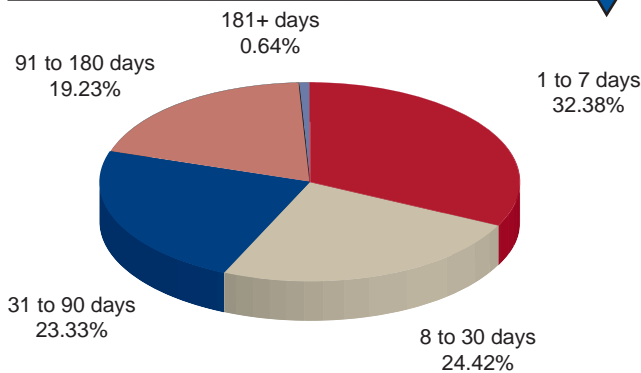
The household sector staged a modest resurgence in the second quarter of 2016. As economic activity continues to grow at a modest pace and wages slowly rise, the consumer should continue to support the US economy. Housing activity also appears to be accelerating and robust household formation, appreciating home prices and low interest rates should support the sector. Business investment is likely to remain poor as the global growth impacts of the recent Brexit vote are still unclear and the upcoming political cycle add to the lack of clarity. Wages are gradually rising as the US economy is moving closer to full employment but a lack of synchronization between major sectors of the US economy has kept overall growth modest. The US remains susceptible to exogenous shocks, but any domestic catalyst for recession remains difficult to pinpoint, given the lack of imbalances. In terms of the timing for the next federal funds rate increase, the Fed has signaled a cautious approach to tightening which is focused more heavily on risk management. With the risks no longer categorized as balanced but slightly tilted to the downside, the Fed will wait for a clear path to raise rates in which the US economic data as well as financial markets conditions allow them to make a move. Ahead of the US election and with uncertainties of Brexit still looming, the Fed will need to see a steady string of positive US economic data accompanied by financial conditions which are not too restrictive to confirm even the possibility of an additional rate hike. Forecasts continue to project one rate hike during 2016 at the December FOMC meeting.

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

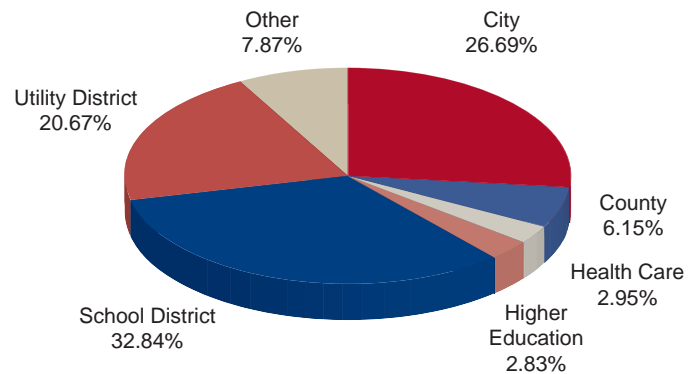
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of July 31, 2016



Portfolio by Maturity As of July 31, 2016



Distribution of Participants by Type As of July 31, 2016

Historical Program Information

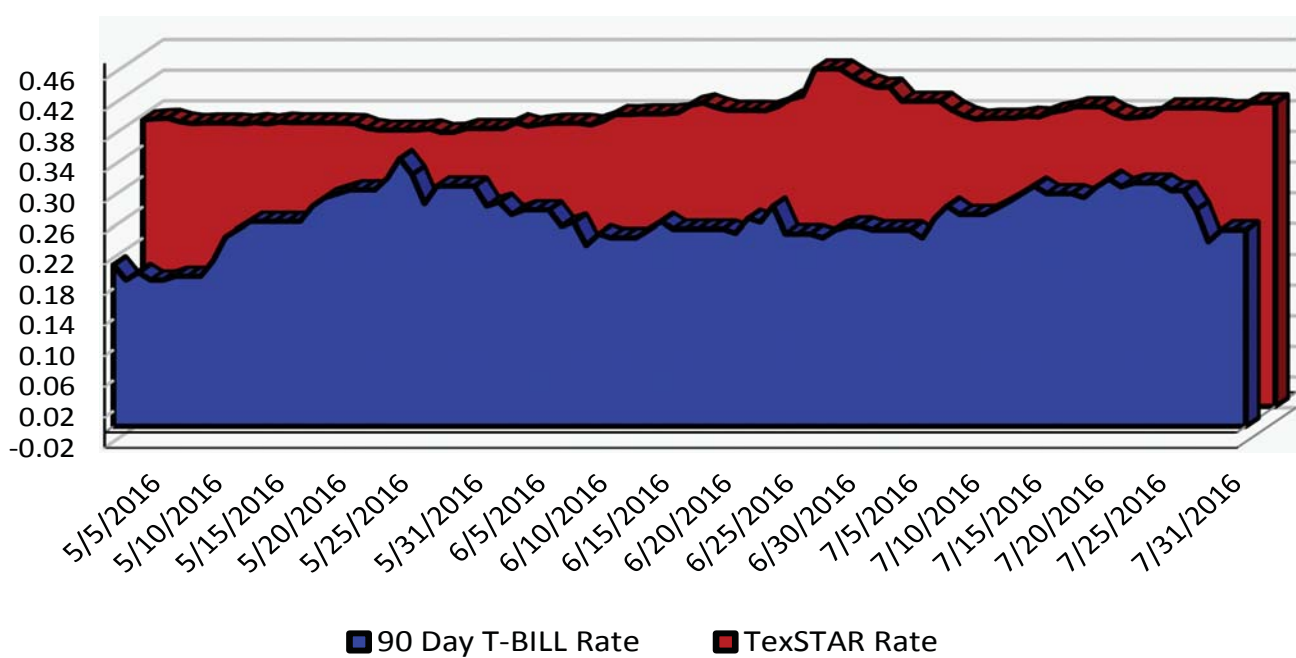
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jul 16	0.3861%	\$5,602,432,939.56	\$5,603,475,110.87	1.000186	46	113	813
Jun 16	0.3927%	5,286,667,625.92	5,287,554,140.45	1.000167	47	111	810
May 16	0.3664%	5,716,887,504.32	5,717,379,585.85	1.000086	48	111	807
Apr 16	0.3696%	5,540,251,067.80	5,541,072,494.98	1.000144	46	106	805
Mar 16	0.3450%	5,594,793,523.15	5,595,290,113.49	1.000088	45	86	803
Feb 16	0.3147%	6,329,887,983.78	6,330,019,653.99	1.000020	46	85	797
Jan 16	0.2713%	5,856,455,946.61	5,856,245,669.97	0.999964	41	79	797
Dec 15	0.1868%	5,077,006,074.74	5,076,619,261.50	0.999915	45	75	797
Nov 15	0.1155%	4,985,405,721.88	4,985,138,368.79	0.999946	48	80	797
Oct 15	0.1099%	5,137,746,592.55	5,138,104,083.30	1.000066	45	72	796
Sep 15	0.0994%	5,171,964,839.33	5,172,390,234.79	1.000082	46	62	796
Aug 15	0.0823%	5,444,712,315.25	5,444,863,919.29	1.000027	47	60	796

Portfolio Asset Summary as of July 31, 2016

	Book Value	Market Value
Uninvested Balance	\$ 100,768,386.77	\$ 100,768,386.77
Accrual of Interest Income	1,924,540.20	1,924,540.20
Interest and Management Fees Payable	(2,065,487.63)	(2,065,487.63)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,581,201,999.73	1,581,201,999.73
Government Securities	3,920,603,500.49	3,921,645,671.80
Total	\$ 5,602,432,939.56	\$ 5,603,475,110.87

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

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for July 2016

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
7/1/2016	0.3977%	0.000010895	\$5,220,486,600.35	1.000142	47	114
7/2/2016	0.3977%	0.000010895	\$5,220,486,600.35	1.000142	47	114
7/3/2016	0.3977%	0.000010895	\$5,220,486,600.35	1.000142	47	114
7/4/2016	0.3977%	0.000010895	\$5,220,486,600.35	1.000142	47	114
7/5/2016	0.3862%	0.000010580	\$5,381,783,386.82	1.000150	48	112
7/6/2016	0.3785%	0.000010369	\$5,382,808,081.39	1.000146	48	114
7/7/2016	0.3741%	0.000010248	\$5,562,441,293.48	1.000122	47	111
7/8/2016	0.3756%	0.000010291	\$5,473,703,012.01	1.000121	46	115
7/9/2016	0.3756%	0.000010291	\$5,473,703,012.01	1.000121	46	115
7/10/2016	0.3756%	0.000010291	\$5,473,703,012.01	1.000121	46	115
7/11/2016	0.3782%	0.000010361	\$5,600,453,264.21	1.000132	46	114
7/12/2016	0.3772%	0.000010335	\$5,587,994,411.23	1.000119	48	115
7/13/2016	0.3831%	0.000010496	\$5,560,070,220.63	1.000127	48	115
7/14/2016	0.3860%	0.000010574	\$5,520,725,410.99	1.000118	49	117
7/15/2016	0.3905%	0.000010699	\$5,571,061,332.02	1.000114	47	114
7/16/2016	0.3905%	0.000010699	\$5,571,061,332.02	1.000114	47	114
7/17/2016	0.3905%	0.000010699	\$5,571,061,332.02	1.000114	47	114
7/18/2016	0.3816%	0.000010455	\$5,610,620,823.00	1.000108	47	113
7/19/2016	0.3757%	0.000010292	\$5,610,654,096.38	1.000100	47	112
7/20/2016	0.3766%	0.000010319	\$5,607,458,898.08	1.000109	45	112
7/21/2016	0.3782%	0.000010362	\$5,675,193,901.78	1.000116	47	111
7/22/2016	0.3889%	0.000010654	\$5,593,930,898.87	1.000115	46	111
7/23/2016	0.3889%	0.000010654	\$5,593,930,898.87	1.000115	46	111
7/24/2016	0.3889%	0.000010654	\$5,593,930,898.87	1.000115	46	111
7/25/2016	0.3891%	0.000010660	\$5,596,565,673.03	1.000116	46	111
7/26/2016	0.3884%	0.000010642	\$5,573,788,412.89	1.000112	45	110
7/27/2016	0.3865%	0.000010590	\$5,668,925,759.81	1.000121	44	108
7/28/2016	0.3868%	0.000010597	\$5,655,334,871.57	1.000145	43	110
7/29/2016	0.3958%	0.000010845	\$5,602,432,939.56	1.000186	42	110
7/30/2016	0.3958%	0.000010845	\$5,602,432,939.56	1.000186	42	110
7/31/2016	0.3958%	0.000010845	\$5,602,432,939.56	1.000186	42	110
Average	0.3861%	0.000010578	\$5,522,585,466.26		46	113

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Kenneth Huewitt</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>David Medanich</i>	<i>FirstSouthwest / Hilltop Securities</i>	<i>Governing Board Secretary</i>
<i>Jennifer Novak</i>	<i>J.P. Morgan Asset Management</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>City of Allen</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

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



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

RESOLUTION NO. 16-066

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OF CERTAIN PROPERTY IN TRAVIS COUNTY FOR THE 183 SOUTH
/ BERGSTROM EXPRESSWAY PROJECT
(PARCEL 147AC)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority (“Mobility Authority”) has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of a denial of access, excluding any rights to the mineral estate, as that denial of access is described by metes and bounds and is described by reference in Exhibit A to this Resolution (the “Property”), owned by KAF Development (the “Owner”), located adjacent to the US Hwy 183S in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 183 South / Bergstrom Expressway Project (the “Project”), as a part of the improvements to the Project; and

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

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have agreed on the amount of \$465,000.00 as just compensation and damages, if any, due to said Owner for the Property; and

WHEREAS, the Owner has offered to sell the entire 1.159 acre property located 609 South Highway 183, Austin Texas 78741 “AS IS” for \$667,874.00; and

WHEREAS THE Executive Director has not had the opportunity to conduct investigations to determine potential uses for property and assess whether there is any potential liability associated with ownership of the entire 1.159 acre property; and

WHEREAS, the Executive Director recommends that the Mobility Authority enter into an option to purchase the entire 1.159 acre property, subject to the results of the investigations to determine potential uses for property and assess whether there is any potential liability associated with such ownership.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mobility Authority that the Executive Director is specifically authorized to negotiate and execute an option to acquire the entire 1.159 acre tract for an amount not to exceed \$667,874.00; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to exercise such option if he determines that acquisition of the entire 1.159 acre property is in the best interests of the Mobility Authority; and

BE IT FURTHER RESOLVED that, if the Executive Director determines that acquisition of the entire 1.159 acre is not in the best interests of the Mobility Authority, he is specifically authorized to negotiate and execute, if possible, an agreement to acquire the Property for an amount not to exceed \$465,000.00.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September 2016.

Submitted and reviewed by:



Geoff Petroy, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT _____

County: Travis
Highway: US 183
Limits: From: East of U.S. 290 To: S.H. 71
RCSJ: 0151-09-039
Station: 557+14.41 to 560+52.16

DESCRIPTION FOR PARCEL 147(AC)

BEING A LINEAR DESCRIPTION FOR PROPOSED DENIAL OF ACCESS ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 183, AS CONVEYED TO THE STATE OF TEXAS, AND RECORDED IN DOCUMENT NO. 2004114169 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), LOCATED IN THE SANTIAGO DEL VALLE GRANT, ABSTRACT NO. 24 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING OVER AND ACROSS THAT CERTAIN CALLED "LOT 1" IN COMMERCE SQUARE SUBD., AND RECORDED IN VOLUME 77, PAGE 277 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS (P.R.T.C.TX.), ALSO DESCRIBED AS A CALLED 2.038 ACRE TRACT OF LAND CONVEYED IN A DEED TO K.A.F. DEVELOPMENT CO., AND RECORDED IN VOLUME 11856, PAGE 1268 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.TX.), SAID DENIAL OF ACCESS, AS SHOWN ON THE ACCOMPANYING SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod found at the east corner of said Lot 1, same being the north corner of a called 1.00 acre tract of land described in a Special Warranty Deed to Tina D. Sapp, and recorded in Document No. 2014040274, of the Official Public Records of Travis County, Texas (O.P.R.T.C.TX.), same being described as a called Lot 12A on the Amended Plat of Lots 2, 3, 4, 5 and 12 of Commerce Square, as recorded in Document No. 201100081 of the P.R.T.C.TX.;

THENCE S 42°48'11" W, with the common line of said Lot 1 and said Lot 12A, a distance of 111.25 feet to a ¾-inch iron rod with Texas Department of Transportation (TxDOT) set 224.13 feet left of Engineer's Centerline Station (E.C.S.) 560+52.16, same being at the west corner of said Lot 12A, also being on the existing northeast right-of-way line of said U.S Highway 183 (Variable Width Right-of-Way), for the **POINT OF BEGINNING** of the parcel described herein of said proposed Access Denial Line;

- 1) **THENCE** continuing S 42°48'11" W, with the southeast line of said Lot 1, said existing northeast right-of-way line of said U.S. Highway 183 and said Access Denial Line, a distance of 55.60 feet to a ½-inch iron rod found with TxDOT aluminum cap found 196.07 feet left of E.C.S. 560+59.52, also being the east corner of a parcel conveyed to the State of Texas, and recorded in Document No. 2004114169 of the O.P.R.T.C.TX.;

THENCE, with said existing northeast right-of-way line of said U.S. Highway 183 and said Access Denial Line, over and across said Lot 1, the following two (2) courses and distances numbered 2-3:

- 2) N 41°01'29" W, departing said southeast line of Lot 1, passing at a distance of 36.10 feet a TxDOT Type II monument found 168.06 feet left of E.C.S. 560+24.95, and continuing for a total distance of 302.73 feet to a TxDOT Type II monument set 169.99 feet left of E.C.S. 557+66.77, and

EXHIBIT _____

County: Travis
Highway: US 183
Limits: From: East of U.S. 290 To: S.H. 71
RCSJ: 0151-09-039
Station: 557+14.41 to 560+52.16

DESCRIPTION FOR PARCEL 147(AC)

- 3) N 04°22'24" E, a distance of 76.65 feet to a TxDOT Type II monument set 225.98 feet left of E.C.S. 557+14.41, said point being on the existing east right-of-way of Thompson Lane (no record information found), for the **POINT OF TERMINATION** of said proposed "Access Denial Line"

Access is prohibited across the "Access Denial Line" to the transportation facility from the adjacent property.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83(NonHARN).

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 31st of December, 2014 A.D.

SURVEYING AND MAPPING, INC.
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



William Reed Herring
Registered Professional Land Surveyor
No. 6355 - State of Texas



SANTIAGO DEL VALLE GRANT ABSTRACT NO. 24

30 0 15 30 60

GRAPHIC SCALE
1" = 60'
TRAVIS COUNTY, TEXAS
CITY OF AUSTIN

TINA D. SAPP
DOCUMENT NO. 2014040274
O.P.R.T.C.TX.
LOTS 12A, 12B, 12C, 12D AND 12E
AMENDED PLAT OF
LOTS 2, 3, 4, 5 AND 12
CALLED 1.00 ACRE
COMMERCE SQUARE
DOCUMENT NO. 201100081
P.R.T.C.TX.

K.A.F. DEVELOPMENT CO.
CALLED 2.038 ACRES
VOL. 11856, PG. 1268
R.P.R.T.C.TX.

5' ELECTRIC AND TELEPHONE EASEMENT
CITY OF AUSTIN
VOL. 7829 PG. 518
D. R. T. C. TX.

LOT 1
COMMERCE SQUARE
VOL. 77, PG. 277
P.R.T.C.TX.

PROPOSED ACCESS
DENIAL LINE

EXISTING R.O.W. LINE
147 (AC)

"PARCEL 34"
STATE OF TEXAS
CALLED 0.879 ACRE
DOC. NO. 2004114169
O. P. R. T. C. TX.

TEXAS POWER AND LIGHT
AERIAL ELECTRIC EASEMENT
VOL. 600 PG. 279
D. R. T. C. TX.

STATE OF TEXAS
AGREED JUDGEMENT
PARCEL 35
P.R.T.C.TX.
CONDENAATION NO. 01-2394

U.S. HIGHWAY 183
BASTROP HIGHWAY
(VARIABLE WIDTH R.O.W.)

ENGINEER'S CENTERLINE

- LEGEND**
- TYPE I CONCRETE MONUMENT FOUND
 - TYPE II CONCRETE MONUMENT FOUND (UNLESS NOTED)
 - TYPE II CONCRETE MONUMENT SET
 - 1/2" IRON ROD SET WITH TXDOT ALUMINUM CAP SET UNLESS NOTED
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - IRON PIPE FOUND
 - COTTON SPINDLE FOUND
 - △ CALCULATED POINT
 - FENCE POST
 - PROPERTY LINE
 - CENTER LINE
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - P.O.T. POINT OF TERMINATION
 - P.C. POINT OF CURVATURE
 - P.C.C. POINT OF COMPOUND CURVATURE
 - P.T. POINT OF TANGENCY
 - P.O.R. POINT OF REFERENCE
 - D.R.T.C.TX. DEED RECORDS TRAVIS COUNTY, TX.
 - P.R.T.C.TX. PLAT RECORDS TRAVIS COUNTY, TX.
 - R.P.R.T.C.TX. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
 - O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
 - ACCESS DENIAL LINE ("A.D.L.") (C. OF A. I.TNF) ("C.O.A.")

P.O.T. END A.D.L. 557+14.41 225.98' LT
THOMPSON LANE FOUND
NO RECORD INFORMATION FOUND

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S42° 48' 11"W	111.25'
L2	S42° 48' 11"W	55.60'
L3	N41° 02' 49"W	36.10'

- NOTES:
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
 - ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (NONHARN), ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00011.
 - IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES.
 - ALL VOLUME NUMBERS REFER TO THE DEED RECORDS OF TRAVIS COUNTY, TEXAS UNLESS OTHERWISE NOTED.
 - ACCESS IS PROHIBITED ACROSS THE "ACCESS DENIAL LINE" TO THE TRANSPORTATION FACILITY FROM THE ADJACENT PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring

12/31/2014
DATE

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

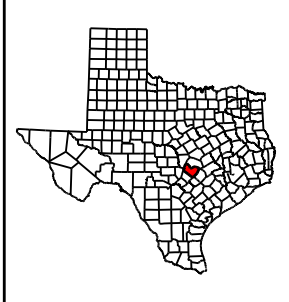


12/31/2014
PAGE 3 OF 3



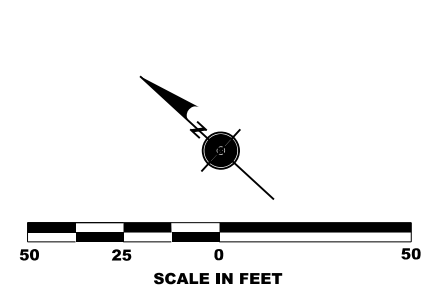
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

ACCESS DENIAL SKETCH
SHOWING PARCEL 147 (AC)
RCSJ NO. 0151-09-039



LEGEND

	EXISTING ROW
	PROPOSED ROW
	PROPOSED ALIGNMENT
	EXISTING PROPERTY LINE
	PROPOSED CONTROL OF ACCESS



Parcel 147AC
KAF DEVELOPMENT
COMPANY

Bergstrom Expressway
ROW Exhibit

US 183
From US 290 to SH 71
Travis County, Texas

Parcel 157

183

Bastrop Hwy

Thompson Ln

609 S Hwy 183

Lockhart Hwy

© 2016 Google

Google earth

1995

30°14'11.81" N 97°41'07.67" W elev 476 ft eye alt 1985 ft

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

RESOLUTION NO. 16-067

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OF CERTAIN PROPERTY IN TRAVIS COUNTY FOR THE 183 SOUTH
/ BERGSTROM EXPRESSWAY PROJECT
(PARCEL 114E)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("Mobility Authority") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of a denial of access, excluding any rights to the mineral estate, as that denial of access is described by metes and bounds and is described by reference in Exhibit A to this Resolution (the "Property"), owned by dr. Masoud Arami, Majid Kamalipour and Mohammed Arami (the "Owner"), located adjacent to the US Hwy 183S in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 183 South / Bergstrom Expressway Project (the "Project"), as a part of the improvements to the Project; and

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

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

WHEREAS, as of the date of this Resolution, the Owner has offered to accept the amount of \$30,000.00 as just compensation and damages, if any, due to said Owner for the Property; and

WHEREAS, there are other interested parties besides the Owner who have liens against the Property; and

WHEREAS, the Executive Director recommends that acquisition of the Property be contingent on settlement with the Owner and all lienholders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mobility Authority that, subject to the resolution of any and all outstanding liens against the Property, the Executive Director is specifically authorized to negotiate and execute, if possible, an agreement to acquire the Property for an amount not to exceed \$30,000.00.

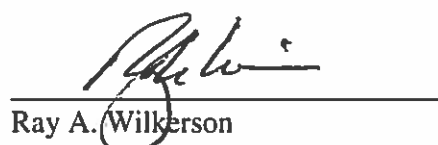
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT _____

County: Travis
Highway: U.S. 183
Limits: From: East of US 290 To: SH 71
RCSJ: 0151-09-039
Station: 356+42.48 to 357+01.45

**PARCEL 114(E)
DRAINAGE EASEMENT DESCRIPTION**

DESCRIPTION OF A 0.055 ACRE (2,400 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.C. TANNEHILL SURVEY, ABSTRACT NO. 22 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING PART OF A CALLED 6.10 ACRE TRACT DESCRIBED IN A DEED TO DR. MASOUD ARAMI, MAJID KAMALIPOUR AND MOHAMMED ARAMI, RECORDED IN DOCUMENT NO. 2003078835 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), SAID 0.055 ACRE (2,400 SQ. FT.) TO BE USED AS A DRAINAGE EASEMENT, AS SHOWN ON THE ACCOMPANYING SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set 235.29 feet left of Engineer's Centerline Station (E.C.S.) 357+01.45, being in the westerly line of said 6.10 acre tract and the existing easterly right-of-way line, as conveyed to the State of Texas and recorded in Volume 2845, Page 245 of the Deed Records of Travis County, Texas (D.R.T.C.TX.), and Access Denial Line of U.S. Highway 183, as conveyed to the State of Texas and recorded in Document No. 2006117183 (O.P.R.W.C.TX.), said ½-inch iron rod with TxDOT aluminum cap set being the southwest corner of the parcel described herein and the **POINT OF BEGINNING**, from which a ½-inch iron rod found for the common west corner of said 6.10 acre tract and a called 85.351 acre tract, Lot 2A, Block A, Tracor Industrial Subdivision Amended, recorded in Book 95, Pages 281-284 of the Plat Records of Travis County, Texas (P.R.T.C.TX.), being described in a deed to Tracor Aerospace, Inc. and recorded in Volume 11590, Page 1712 of the Real Property Records of Travis County, Texas (R.P.R.T.C.TX.), bears S 22°52'16" W, a distance of 31.85 feet;

- 1) **THENCE**, N 22°52'16" E, with the westerly line of said 6.10 acre tract and said existing easterly right-of-way line Access Denial Line of said U.S. Highway 183 , a distance of 60.00 feet to a ½-inch iron rod with a TxDOT aluminum cap set 246.38 feet left of E.C.S. 356+42.48, said point being the northwest corner of the tract described herein, from which a TxDOT Type I monument found 262.52 feet left of E.C.S. 355+56.74, being in the westerly line of said 6.10 acre tract and the existing easterly right-of-way line and Access Denial Line of said U.S. Highway 183, bears N 22°52'16" E, a distance of 87.25 feet;

THENCE, through the interior of said 6.10 acre tract, the following three (3) courses and distances numbered 2-4:

- 2) S 67°07'44" E, with the north line of this parcel, a distance of 40.00 feet to a ½-inch iron rod with a TxDOT aluminum cap set 285.69 feet left of E.C.S. 356+49.88, said point being the northeast corner of the parcel described herein,
- 3) S 22°52'16" W, with the east line of this parcel, a distance of 60.00 feet to a ½-inch iron rod with a TxDOT aluminum cap set 274.60 feet left of E.C.S. 357+08.85, said point being the southeast corner of the parcel described herein, and

EXHIBIT _____

County: Travis
Highway: U.S. 183
Limits: From: East of US 290 To: SH 71
RCSJ: 0151-09-039
Station: 356+42.48 to 357+01.45

**PARCEL 114(E)
DRAINAGE EASEMENT DESCRIPTION**

4) N 67°07'44" W, with the south line of this parcel, a distance of 40.00 feet to the **POINT OF BEGINNING**, and containing 0.055 acre (2,400 sq. ft.) of land more or less.

Access is prohibited across the "Access Denial Line" to the transportation facility from the adjacent property.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas Coordinate System, Central Zone, NAD 83(93).

THE STATE OF TEXAS

§
§
§


KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 31st day of December 2014 A.D.

SURVEYING AND MAPPING, INC.
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

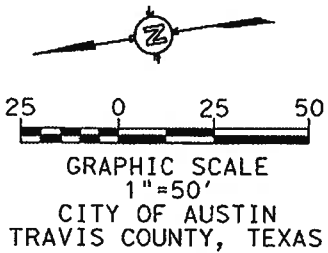


William Reed Herring
Registered Professional Land Surveyor
No. 6355 - State of Texas



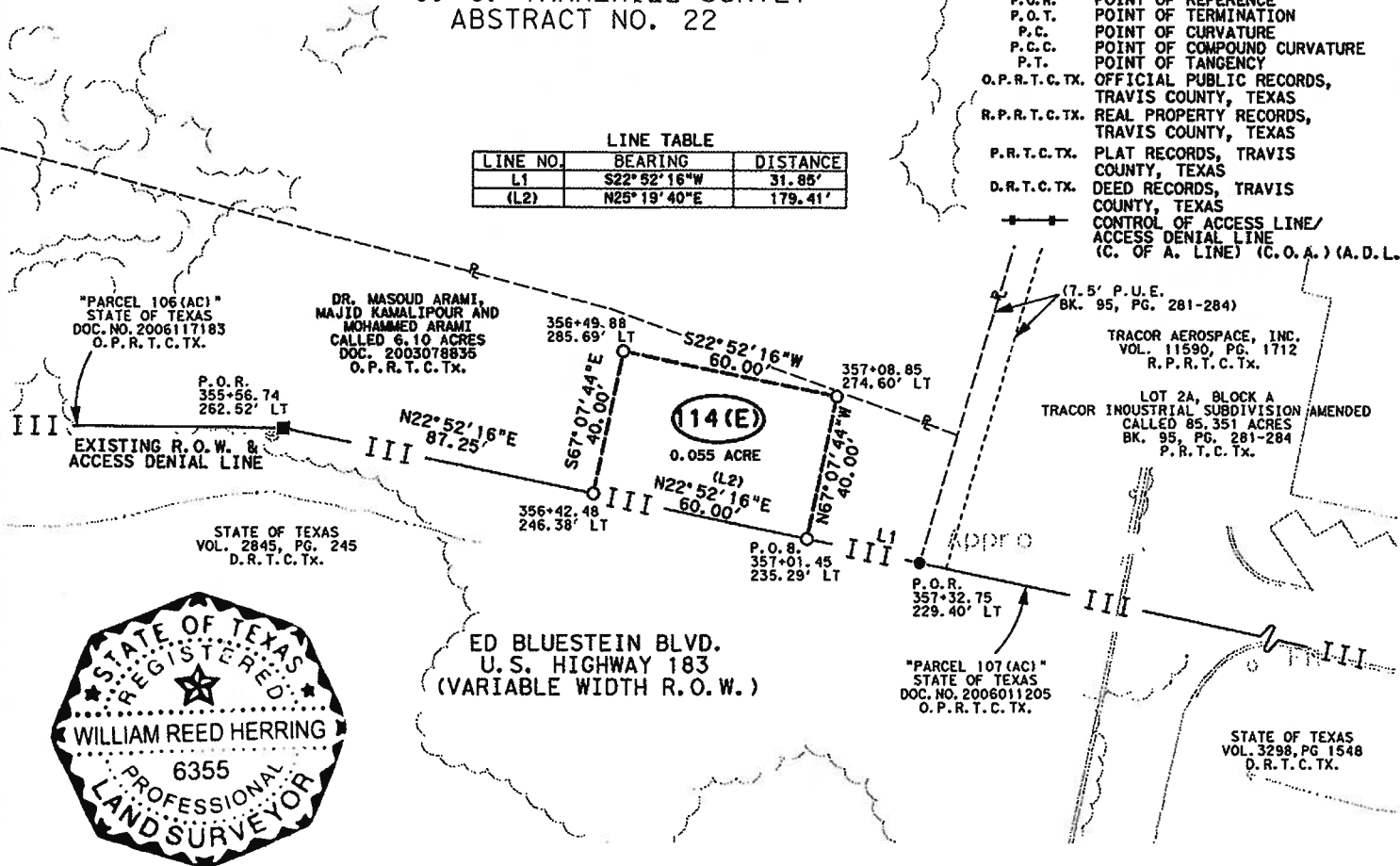
LEGEND

- ⊗ TXDOT TYPE II MONUMENT SET
- ⊠ TXDOT TYPE II MONUMENT FOUND
- TYPE I CONCRETE MONUMENT FOUND
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- ▲ 60 D NAIL FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊞ DRILL HOLE IN CONCRETE FOUND
- P PROPERTY LINE
- C CENTER LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.O.T. POINT OF TERMINATION
- P.C. POINT OF CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
- P.T. POINT OF TANGENCY
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
- R.P.R.T.C.TX. REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
- P.R.T.C.TX. PLAT RECORDS, TRAVIS COUNTY, TEXAS
- D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
- +— CONTROL OF ACCESS LINE/ ACCESS DENIAL LINE (C. OF A. LINE) (C.O.A.) (A.D.L.)



J. C. TANNEHILL SURVEY
ABSTRACT NO. 22

LINE NO.	BEARING	DISTANCE
L1	S22°52'16"W	31.85'
(L2)	N25°19'40"E	179.41'



NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(93) HARN, ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00011.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. ACCESS IS PROHIBITED ACROSS THE "ACCESS DENIAL LINE" TO THE TRANSPORTATION FACILITY FROM THE ADJACENT PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISI AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

12/31/2014
DATE



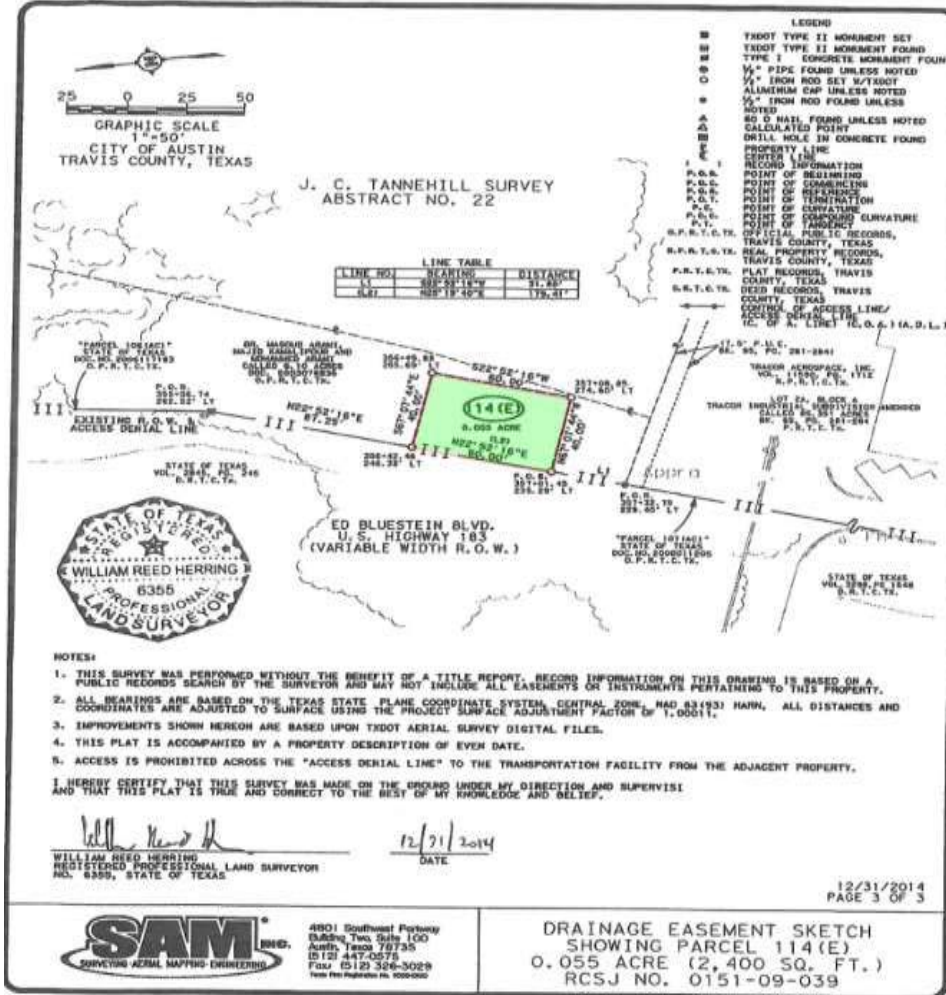
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PARCEL 114(E)
0.055 ACRE (2,400 SQ. FT.)
RCSJ NO. 0151-09-039

Parcel 114E – Whole / 6.10 acres at MLK Jr. Blvd. & 183S



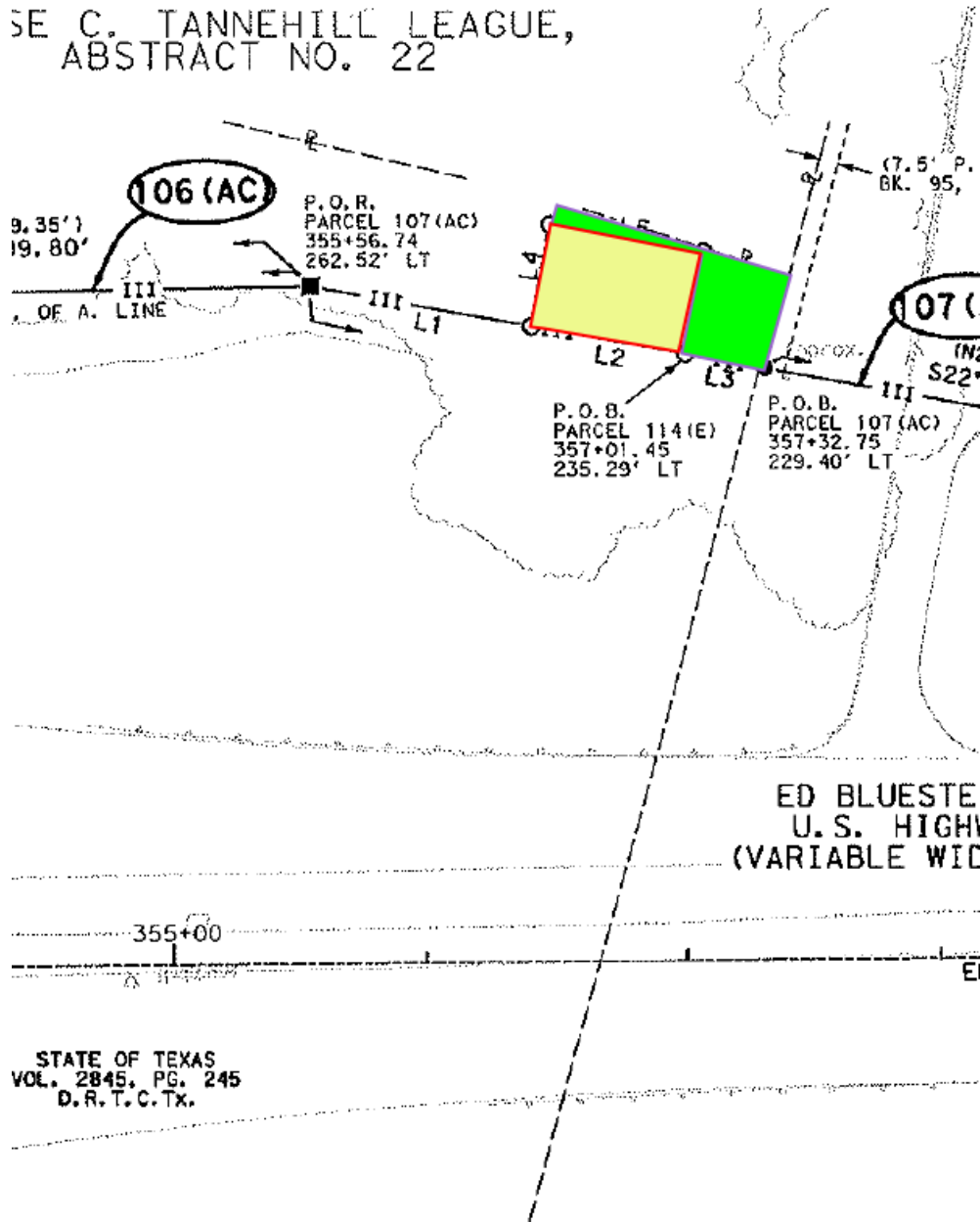
0.055 Taking for Drainage Easement

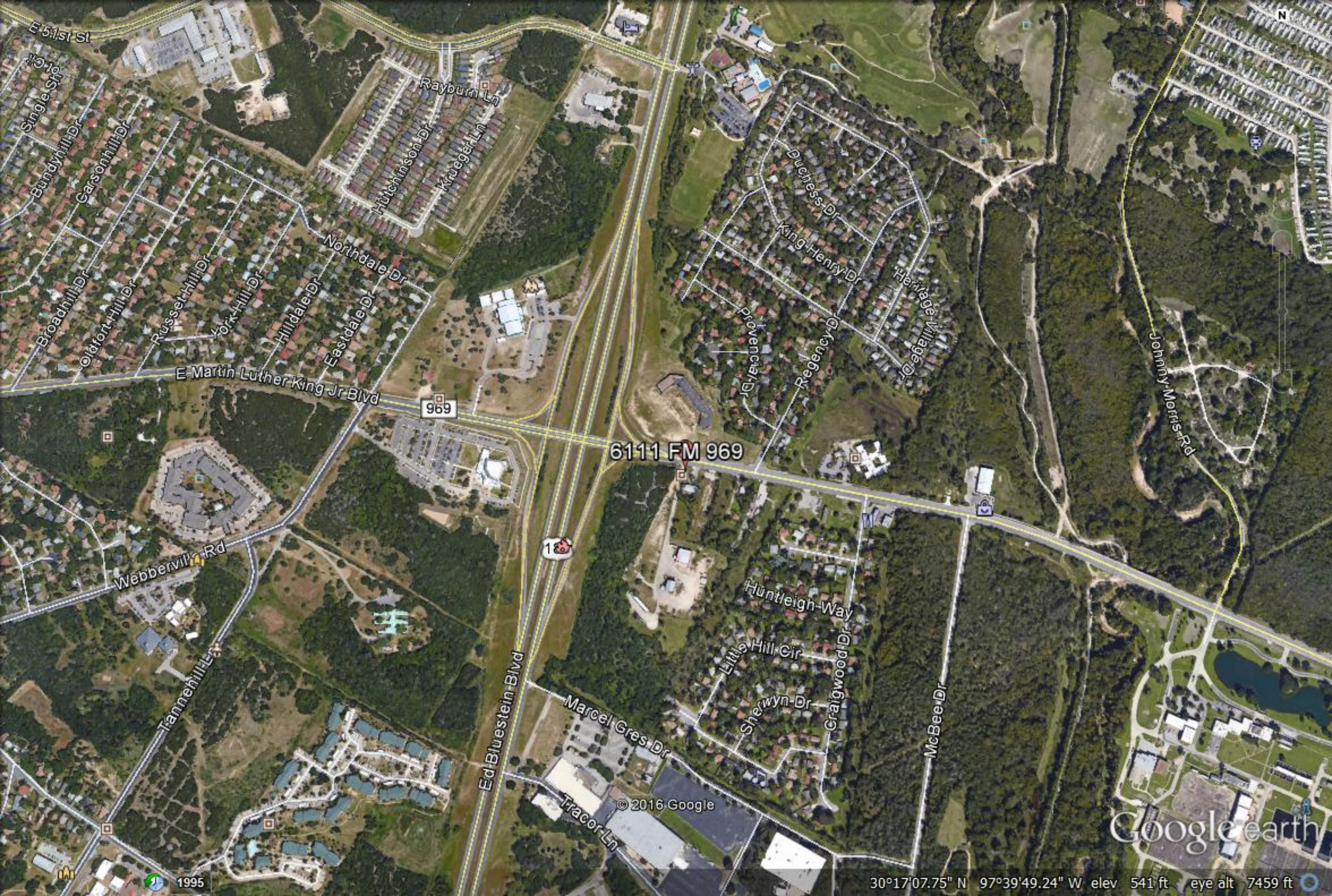


Yellow = taking of drainage easement

Green = severed land

SE C. TANNEHILL LEAGUE,
ABSTRACT NO. 22





E 51st St

Single St

Bundyhill Dr

Carsonhill Dr

Broadhill Dr

Oldfort Hill Dr

Russet Hill Dr

York Hill Dr

Hilldale Dr

Eastdale Dr

Northdale Dr

Rayburn Ln

Hutchinson Dr

Krueger Ln

Duchess Dr

King Henry Dr

Heritage Village Dr

Provincial Dr

Regency Dr

Johnny Morris Rd

Webberville Rd

Tannehill Dr

E Martin Luther King Jr Blvd

969

6111 FM 969

18

Ed Bluestein Blvd

Huntleigh Way

Little Hill Cir

Sherwyn Dr

Craigwood Dr

McBee Dr

Marcel Gres Dr

Tracor Ln

© 2016 Google

Google earth

1995

30°17'07.75" N 97°39'49.24" W elev 541 ft eye alt 7459 ft

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

RESOLUTION NO. 16-068

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OF CERTAIN PROPERTY IN TRAVIS COUNTY FOR THE
290E/MANOR TOLLWAY PROJECT
(PARCEL 48)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("Mobility Authority") has found and determined that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of fee simple title to certain property, excluding any rights to the mineral estate, as that property is described by metes and bounds and is described by reference in Exhibit A to this Resolution (the "Property"), owned by Sovran Acquisition, LP (the "Owner"), located adjacent to the Hwy 290E in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the 290E/Manor Tollway Project (the "Project"), as a part of the improvements to the Project; and

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


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

WHEREAS, as of the date of this Resolution, the Owner has submitted a written counteroffer proposal including the requested amount of just compensation and damages due to said Owner, which has been received and considered by the Mobility Authority; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mobility Authority that the Executive Director is specifically authorized to negotiate and execute, if possible, an agreement and any other related documents necessary to acquire the Property for a just compensation amount not to exceed \$2,500,000.00.


Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September 2016.

Submitted and reviewed by:



Geoff Petrov, General Counsel
Central Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

EXHIBIT ____

County: Travis
Parcel No.: 48
Highway: U.S. Highway 290
Project Limits: From: E of US 183
To: E of SH 130
Right of Way CSJ: 0114-02-085

PROPERTY DESCRIPTION FOR PARCEL 48

DESCRIPTION OF 0.747 OF ONE ACRE (32,525 SQ. FT.) OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, IN AUSTIN, TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF LOT 1, BLOCK A, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO SOVRAN ACQUISITION LIMITED PARTNERSHIP, OF RECORD IN DOCUMENT 2005125795, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.747 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap, in the proposed south right-of-way (ROW) line of U.S. Highway 290, 250.00 feet right of Engineer's Baseline Station 419+78.12, at the southeast corner of the herein described tract, same being in the east line of said Sovran tract and said Lot 1, and in the west line of that certain tract of land described as 9.00 acres, in a deed to River City Rolloffs, Inc., of record in Document 2005111755, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at the southeast corner of said Sovran tract and said Lot 1, same being at an angle point in the northwest line of said River City Rolloffs tract bears, S16°49'48"W 1291.78 feet;

- 1) THENCE, with the south line of this tract, and the proposed south ROW line of U.S. Highway 290, crossing said Sovran tract and said Lot 1, **S71°25'55"W 280.08 feet** to a 1/2" iron rod set with a TxDOT aluminum cap, 250.00 feet right of Engineer's Baseline Station 416+98.04, at the southwest corner of this tract, same being in the northwest line of said Sovran tract and said Lot 1, and the southeast line of Lot 2,

EXHIBIT ____

Block A in said 290 East Business Park subdivision, said Lot 2 being described in a deed to The Yom Family Trust, Kerry S. Yom, Trustee, Sun Y. Yom, Trustee, of record in Document 2007099553, Official Public Records, Travis County, Texas, from which point a 1/2" iron rod found at an interior ell corner of said Sovran tract and said Lot 1, same being the southeast corner of said Yom tract and said Lot 2 bears S09°32'57"W 903.86 feet;

- 2) THENCE, with the west line of this tract, and said Sovran tract and said Lot 1, and the east line of said Yom tract and said Lot 2, **N09°32'57"E 127.07 feet** to a calculated point at the northwest corner of this tract, said Sovran tract, and said Lot 1, and the northeast corner of said Yom tract and said Lot 2, same being in the existing south ROW line of U.S. Highway 290, and the south line of that certain tract of land described as 1.733 acres in a deed to the State of Texas, of record in Volume 843, Page 595, Deed Records, Travis County, Texas, from which point a 1/2" iron rod found bears S18°36'12"E 0.71 feet;
- 3) THENCE, with the north line of this tract, said Sovran tract, and said Lot 1, the existing south ROW line of U.S Highway 290, and the south line of said 1.733 acre State of Texas tract, **N71°23'48"E 299.97 feet** to a calculated point at the northeast corner of this tract, said Sovran tract, and said Lot 1, and the northwest corner of said River City Rolloffs tract, from which point a 1/2" iron rod found bears S18°36'12"E 0.63 feet;

EXHIBIT ____

- 4) THENCE, with the east line of this tract, said Sovran tract, and said Lot 1, and the west line of said River City Rolloffs tract, **S16°49'48"W 137.71 feet** to the POINT OF BEGINNING and containing 0.747 of one acre within these metes and bounds, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83(93) HARN. All distances and coordinates were adjusted to surface using a combined scale factor of 1.00011.

ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS DESCRIBED HEREIN, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

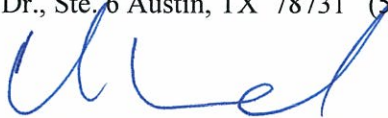
STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of December, 2010 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



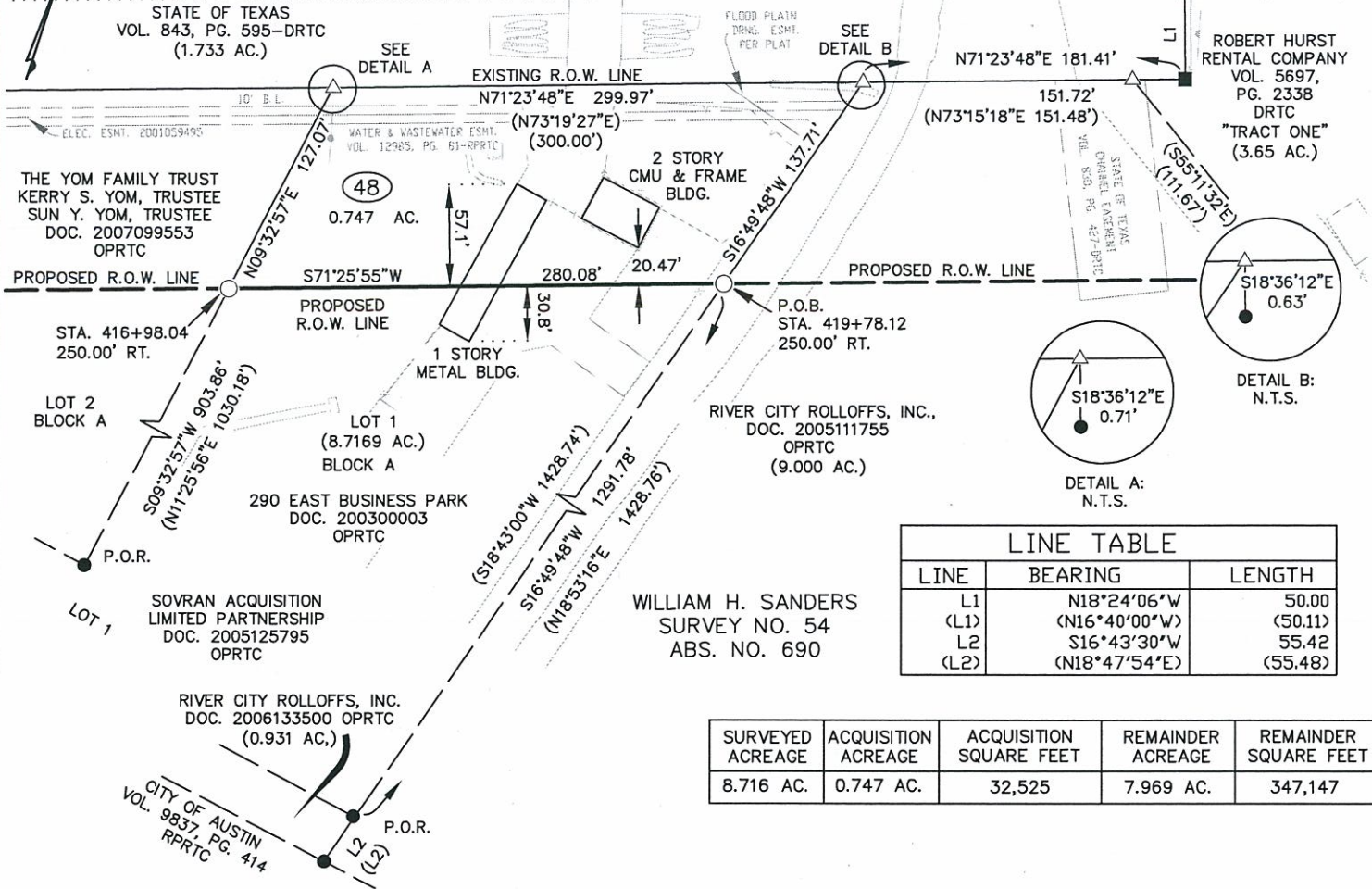
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description. US 290 P48 R5
Issued 12/01/06, Rev 03/20/07, 04/01/09, 09/17/10, 12/3/10



SCALE: 1" = 100'

U.S. HIGHWAY 290
(R.O.W. VARIES)



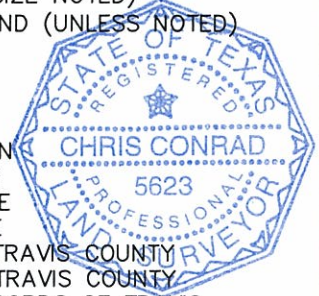
LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°24'06"W	50.00
(L1)	(N16°40'00"W)	(50.11)
L2	S16°43'30"W	55.42
(L2)	(N18°47'54"E)	(55.48)

SURVEYED ACREAGE	ACQUISITION ACREAGE	ACQUISITION SQUARE FEET	REMAINDER ACREAGE	REMAINDER SQUARE FEET
8.716 AC.	0.747 AC.	32,525	7.969 AC.	347,147

- NOTES:
- 1) BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(93) HARN. ALL DISTANCES AND COORDINATES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00011.
 - 2) SEE PAGES 1, 2, AND 3 OF 4 FOR A DESCRIPTION OF THIS PARCEL.
 - 3) IMPROVEMENTS SHOWN ARE TAKEN FROM TXDOT AERIAL SURVEY DIGITAL FILES.
 - 4) THIS SURVEY WAS DONE WITHOUT A TITLE REPORT OR EASEMENT SEARCH.
 - 5) ENGINEER'S BASELINE IS NOT THE SAME AS THE ORIGINAL SURVEY "CENTERLINE".
 - 6) ACCESS MAY BE PERMITTED TO AND FROM THE TRANSPORTATION FACILITY ACROSS THE PROPOSED RIGHT-OF-WAY LINE AS SHOWN HEREON, BEING THE COMMON BOUNDARY LINE BETWEEN THE PROPOSED U.S. 290 HIGHWAY FACILITY AND THE REMAINDER OF THE ABUTTING PROPERTY.

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II CONCRETE MONUMENT FOUND
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP TO BE REPLACED WITH A TXDOT TYPE II CONCRETE MONUMENT AFTER ACQUISITION
- 1/2" IRON ROD SET WITH TXDOT ALUM. CAP
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT
- FENCE POST
- N.T.S. NOT TO SCALE
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- ACCESS DENIAL LINE
- PRTC PLAT RECORDS OF TRAVIS COUNTY
- DRTC DEED RECORDS OF TRAVIS COUNTY
- RPRTC REAL PROPERTY RECORDS OF TRAVIS COUNTY
- OPRTC OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY



SURVEYED BY: MCGRAY & MCGRAY LAND SURVEYORS, INC.
3301 HANCOCK DR., STE 6, AUSTIN, TX 78731 512/451-8591

Chris Conrad

12/03/10

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
SURVEYED ON GROUND UNDER MY DIRECT SUPERVISION

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PLAT OF 0.747 AC. OF LAND OUT OF THE WILLIAM H. SANDERS SURVEY NO. 54, ABSTRACT NO. 690, SAME BEING A PORTION OF LOT 1, 290 EAST BUSINESS PARK, A SUBDIVISION OF RECORD IN DOCUMENT 200300003, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID LOT 1 BEING DESCRIBED IN A DEED TO SOVRAN ACQUISITION LIMITED PARTNERSHIP, OF RECORD IN DOCUMENT 2005125795, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

TRAVIS COUNTY
U.S. 290
CSJ 0114-02-085
PARCEL 48
PAGE 4 OF 4

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

RESOLUTION NO. 16-069

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE 183 SOUTH / BERGSTROM EXPRESSWAY PROJECT
(PARCEL E15)**

WHEREAS, pursuant to and under the authority of Subchapter E, Chapter 370, Texas Transportation Code and other applicable law, the Central Texas Regional Mobility Authority ("Mobility Authority") hereby finds and determines that to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways and the roadways of the State of Texas, public convenience and necessity requires acquisition of a utility easement, as that utility easement is described by metes and bounds in Exhibit A to this Resolution (the "Property"), owned by Church of Christ at East Side (the "Owner"), located at 5701 E. Martin Luther King, Jr. Blvd., Austin, in Travis County, for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the US 183 South / Bergstrom Expressway Project (the "Project"), as a part of the improvements to the Project; and

WHEREAS, an independent, professional appraisal report of the Property has been submitted to the Mobility Authority or its agent, and an amount has been established to be just compensation for the property rights to be acquired; and

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

WHEREAS, as of the date of this Resolution, the Executive Director and the Owner have failed to agree on the amount determined to be just compensation due to said Owner for the Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Executive Director is specifically authorized to negotiate and execute, if possible, an agreement to acquire the Property for consideration in an amount that does not exceed the official written offer previously transmitted to the Owner; and

BE IT FURTHER RESOLVED that the Executive Director is authorized and directed to negotiate an agreement to acquire the Property and all leasehold interests in the Property by agreement, subject to approval of the agreement and acquisition price by the Board of Directors; and

BE IT FURTHER RESOLVED that at such time as the Executive Director concludes that further negotiations with Owner to acquire the Property by agreement would be futile, the Executive Director or his designee is hereby authorized and directed to file or cause to be filed a suit in eminent domain to acquire the Property for the aforesaid purposes against the Owner and the owners of any interest in, and the holders of any lien secured by the Property described in the attached Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of September, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Church of Christ at East Side
To
City of Austin
(Water Line Easement)

Field Notes for Parcel 15 WE

BEING 0.242 OF ONE ACRE (10549 S.F.) OF LAND, MORE OR LESS, OUT OF AND A PART OF THE JESSE C. TANNEHILL SURVEY No. 29, ABSTRACT No. 22 IN TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THE 26.845 ACRE TRACT CONVEYED AS TRACT 2 TO THE CHURCH OF CHRIST AT EAST SIDE BY GENERAL WARRANTY DEED EXECUTED ON MAY 6, 2011, FILED FOR RECORD ON MAY 6, 2011 AND RECORDED IN DOCUMENT 2011065761 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.242 OF ONE ACRE (10549 S.F.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a TxDOT TYPE II Monument found at a corner in a westerly line of U.S. Highway 183 (known locally as Ed Bluestein Boulevard-ROW Varies) and at the southeast corner of said Tract 2, for the Point of Beginning and a southeasterly corner of the herein described tract of land having grid coordinate (Texas State Plane, Central Zone, NAD 83(HARN) U.S. Feet, Surface Adjustment Factor of 1.00011) values of N=10076497.68 and E=3138094.22;

1. THENCE, North $62^{\circ}07'39''$ West, a distance of 22.49 feet, with the northerly right-of-way line of U.S. Highway 183, and a southerly line of said Tract 2, to a calculated point for a southwesterly corner of the herein described tract of land, from which a 5/8 inch iron rod found in the westerly right-of-way line of U.S. Highway 183 and in a southerly line of said Tract 2, same being a northeasterly corner of the tract conveyed to D. J. Pickle, County Judge of Travis, County, Trustee, for the Use and Benefit of the County of Travis, recorded in Volume 294, Page 350, of the Deed Records of Travis County, Texas, bears North $62^{\circ}07'39''$ West, a distance of 22.49 feet;

2. THENCE, North $00^{\circ}40'10''$ East, a distance of 32.63 feet, leaving the northerly right-of-way line of U.S. Highway 183 and a southerly line of said Tract 2 and crossing said Tract 2, to a calculated point for a corner;

3. THENCE, North $11^{\circ}30'21''$ East, a distance of 445.25 feet, to a calculated point for a corner;

4. THENCE, North $33^{\circ}33'25''$ West, a distance of 25.00 feet, to a calculated point for a corner;

5. THENCE, North $11^{\circ}26'35''$ East, a distance of 19.23 feet, to a calculated point, same being the southwest corner of a Water Line Easement, recorded in Document 1999102350 of the Official Public Records of Travis County, Texas, for a northwesterly corner of the herein described tract of land;

6. THENCE, South $33^{\circ}33'25''$ East, a distance of 13.28 feet, with a southerly line of said Water Line Easement, to a calculated point for a corner;

7. THENCE, South $78^{\circ}33'25''$ East, a distance of 28.32 feet, to a calculated point in the westerly right-of-way line of U.S. Highway 183 and in the easterly line of said Tract 2, for the northeast corner of the herein described tract of land. from which a TxDOT Type I monument found, in the westerly right of way line

EXHIBIT "A"

of U.S. Highway 183, and in an easterly line of said Tract 2, bears North 11°30'21" East, a distance of 529.34 feet;

8. THENCE, South 11°30'21" West, a distance of 470.90 feet, with the westerly right-of-way line of U.S. Highway 183, and an easterly line of said Tract 2, to a calculated point for a corner, from which a TxDOT Type I monument found bears South 29°07'16" East, a distance of 0.81 feet;

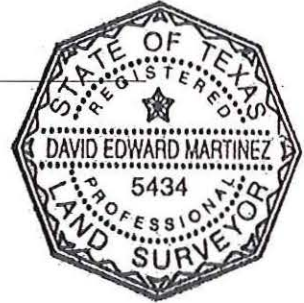
9. THENCE, South 00°40'10" West, a distance of 41.02 feet, to the Point of Beginning and containing an area of 0.242 of one acre (10549 s.f.) of land, more or less.

I hereby declare that this survey was made on the ground, under my supervision, and that it substantially complies with the current Texas Society of Professional Surveyors standards.

David E. Martinez

David Edward Martinez
Registered Professional Land Surveyor 5434

01/25/16
Date



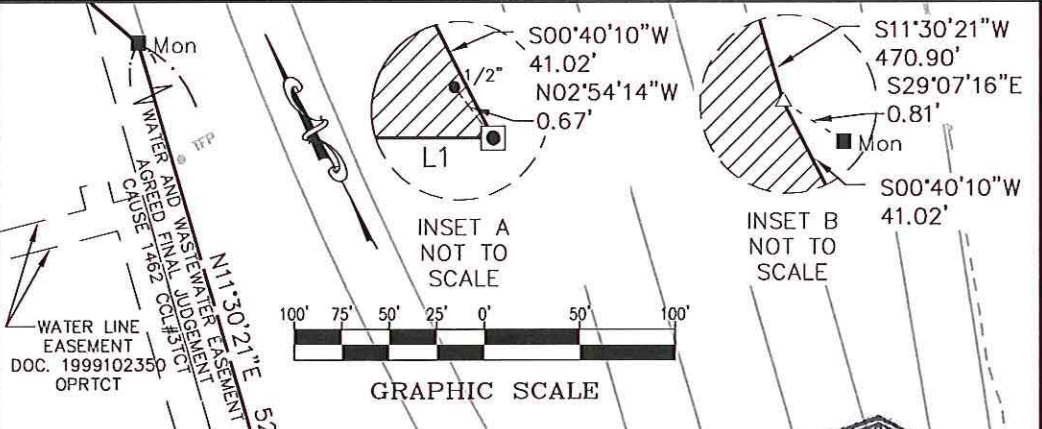
MWM DesignGroup
305 East Huntland Drive, Suite 200
Austin, Texas, 78752 (512) 453-0767
TBPLS Firm Registration No. 10065600

Bearing Basis: The bearings described herein are Texas State Plane, Central Zone, NAD 83(Harn), U.S. Feet. For surface coordinates multiply grid coordinates by the Surface Adjustment Factor of 1.00011. The reference points for this project are MWM control point 112, a cotton spindle in the centerline of sidewalk on the east side of Springdale Road approximately 85' east of Rockhurst Lane, having surface coordinate values of N=10088638.55, E=3138681.05 and MWM control point 141, a cotton gin spindle on the south side of Smith Road, approximately 920 feet east of U. S. Highway 183 centerline, at the 90 degree bend, having surface coordinate values of N= 10068786.90, E= 3136881.27, having a grid bearing of South 05°10'49" West and a surface distance of 19,933.07 feet.

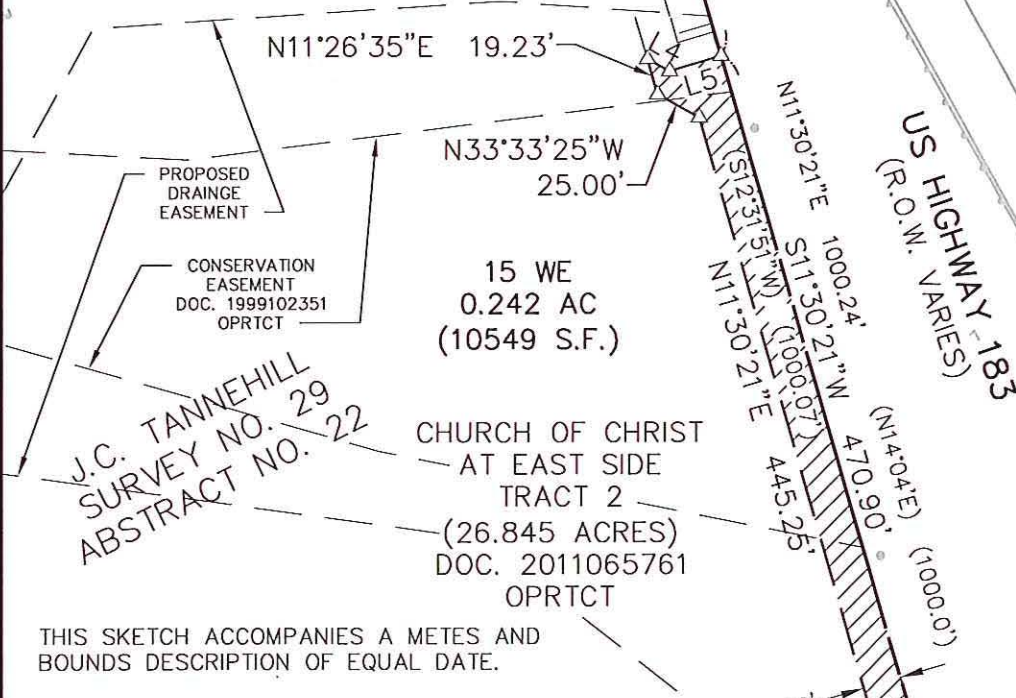
TCAD No.: 0213260401 City Grid: M23

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62° 07' 39"W	22.49'
L2	N62° 07' 39"W	22.49'
L3	N00° 40' 10"E	32.63'
L4	S33° 33' 25"E	13.28'
L5	S78° 33' 25"E	28.32'



David E. Martinez
01/25/16



THIS SKETCH ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EQUAL DATE.

LEGEND:

- △ CALCULATED POINT
- IRON ROD FOUND
- Mon TXDOT TY I MONUMENT FOUND
- ◻ Mon TXDOT TY II MONUMENT FOUND
- () INDICATES RECORD DATA
- CCL#3TCT COUNTY COURT AT LAW 3 TRAVIS COUNTY, TEXAS
- DRTCT DEED RECORDS OF TRAVIS COUNTY, TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

AREA OF EASEMENT

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(HARN). ALL DISTANCES SHOWN HEREON ARE ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. FEET.

D. J. PICKLE, COUNTY JUDGE OF TRAVIS COUNTY, TRUSTEE, FOR THE USE AND BENEFIT OF THE COUNTY OF TRAVIS VOL. 294, PG. 350 DRTCT

SEE INSET B
SEE INSET A
POINT OF BEGINNING
N=10076497.68
E=3138094.22
(GRID COORDINATES)

TITLE REPORT REFERENCE:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
ADDRESS: 3708 SPICEWOOD SPRINGS RD. AUSTIN, TX 78759
REF: AUT-13-671-AUT14003757SG



305 East Huntland Drive
Suite 200
Austin, Texas 78752
p: 512.453.0767
f: 512.453.1734
TBAE 1452
TBPE F-1416
TBPLS 10065600

SKETCH TO ACCOMPANY
FIELD NOTES

TRAVIS COUNTY, TEXAS

DATE: 25 JAN 16
JOB NO. 658-01
FILE: 15_WE.dwg

Exhibit "A"



Parcel E15 – Approximately 10,549 Square Feet.