



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, July 25, 2018

Lowell H. Lebermann, Jr., Board Room
3300 N. IH-35, Suite 300
Austin, Texas 78705

*A live video stream of this meeting may be viewed on the internet at
www.mobilityauthority.com*

AGENDA

No action on the following:

1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Opportunity for public comment – See **Notes** at the end of this agenda.

Consent Agenda

*See **Notes** at the end of this agenda.*

3. Approve Work Authorization No. 7 with Fagan Consulting LLC to provide general systems consulting services for FY 2019.
4. Approve Work Authorization No. 8 with Fagan Consulting LLC to provide professional services supporting the implementation of the new Pay By Mail services contract.
5. Approve Work Authorization No. 16 with Kapsch TrafficCom USA, Inc. for support of the new Pay By Mail back office system implementation.
6. Approve agreement with Kapsch TrafficCom USA, Inc. for license plate image review services for the new Pay By Mail system.
7. Approve reallocation of budget for professional services contracts for the SH 45 SW Project.

8. Approve Personal Services Agreement with Neal Spelce for communications and support services.

Regular Items

Items to discuss, consider, and take appropriate action.

9. Approve the minutes from the June 27, 2018 Regular Board meeting.
10. Accept the unaudited financial statements for June 2018.
11. Approve the addition of Vining Sparks IBG, L.P. to the List of Financial Institutions and Qualified Brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority.
12. Approve Amendment No. 9 to the Stantec Consulting Services Inc. agreement for traffic and revenue consulting services.
13. Authorize the Executive Director to finalize and execute an Agreement for the Payoff and Termination of the Pass-Through Toll Agreement between CTRMA and TxDOT for the U.S. 183/183A Intersection Project.
14. Authorize the Issuance, Sale and Delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Series 2018, and subordinate lien revenue bond anticipation notes, Series 2018, in accordance with specified parameters for the Manor Expressway (290E) Phase III Project.
15. Consider and take appropriate action on the Qualified Veterans Discount Program.
16. Consider and take appropriate action on a resolution in support of the 183A Frontage Roads south of RM 1431 in Cedar Park.
17. Consider and take appropriate action on a resolution authorizing the Executive Director to negotiate an interlocal agreement with City of Austin to establish a collaborative process and guidelines for stormwater and environmental controls.
18. Consider and take appropriate action on a resolution authorizing an administrative change order process and associated dollar amounts for use on construction projects.
19. Award a construction contract for Manor Expressway (290E) Phase III Project.
20. Approve Supplement No. 1 to Work Authorization No. 7 for WSP USA, Inc. for general engineering consulting services related to MoPac.
21. Approve a supplement to the Daniel J. Edelman, Inc. agreement for services including customer messaging, toll discount program, Pay By Mail transition and veterans program.

Briefings and Reports

Items for briefing and discussion only. No action will be taken by the Board.

- 22. Project Briefings
 - A. MoPac Express Lane Six-Month Performance Update
 - B. Quarterly Project Reports
 - i. MoPac Improvement Project
 - ii. 183 South Project
 - iii. SH 45 Southwest Project
- 23. Executive Director Board Report
 - A. Projects under development
 - B. Local government highlights
 - C. Park and Ride Update
 - D. Austin Memorial Park landscaping coordination
 - E. Texas Senate Committee on Transportation Hearing – August 27, 2018

Executive Session

Under Chapter 551 of the Texas Government Code, the Board may recess into a closed meeting (an executive session) to deliberate any item on this agenda if the Chairman announces the item will be deliberated in executive session and identifies the section or sections of Chapter 551 that authorize meeting in executive session. A final action, decision, or vote on a matter deliberated in executive session will be made only after the Board reconvenes in an open meeting.

The Board may deliberate the following items in executive session if announced by the Chairman:

- 24. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation

Regarding Real Property; Closed Meeting) and §551.071 (Consultation With Attorney; Closed Meeting).

25. Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
26. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
27. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

Reconvene in Open Session.

Regular Items

Items to discuss, consider, and take appropriate action.

28. **Consideration of the use of eminent domain to condemn property:** Declare a public necessity to acquire the following described parcels of land, or interests therein, for the 183 South (Bergstrom Expressway) Project; and with respect to each such parcel or interest therein, authorize any of the following actions: (i) acquisition through negotiation or by the use of eminent domain to condemn the parcel or interest therein; (ii) execution of a contract to purchase, and (ii) execution of a possession and use agreement:

Parcel **E33D** of the 183 South (Bergstrom Expressway) Project, an easement taking of **0.189 acre**, from approximately **4.297** acres of real estate, owned by **724 Bastrop Hwy, LLC**, a **Texas limited liability company**, and located at **720 Bastrop Highway, Austin, Travis County, Texas** on the west side of 183 South.

29. Adjourn Meeting.

Notes

Opportunity for Public Comment. At the beginning and at the end of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to the Mobility Authority's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the public comment period. If a speaker's topic is not listed on this agenda, the Board may not deliberate the speaker's topic or question the speaker during the open comment period, but may direct staff to investigate the matter or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not deliberate or act on an item that is not listed on this agenda.

Consent Agenda. The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or any Board Member may defer action on a Consent Agenda item for discussion and consideration by the Board with the other Regular Items.

Public Comment on Agenda Items. A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board takes up consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

*Mobility Authority Board Meeting Agenda
Wednesday, July 25, 2018*

Meeting Procedures. The order and numbering of agenda items is for ease of reference only. After the meeting is convened, the Chairman may rearrange the order in which agenda items are considered, and the Board may consider items on the agenda in any order or at any time during the meeting.

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

Participation by Telephone Conference Call. One or more members of the Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code (*see below*). Under that law, each part of the telephone conference call meeting law must be open to the public, shall be audible to the public at the meeting location, and will be tape-recorded. On conclusion of the meeting, the tape recording of the meeting will be made available to the public.

Sec. 370.262. MEETINGS BY TELEPHONE CONFERENCE CALL.

(a) Chapter 551, Government Code, does not prohibit any open or closed meeting of the board, a committee of the board, or the staff, or any combination of the board or staff, from being held by telephone conference call. The board may hold an open or closed meeting by telephone conference call subject to the requirements of Sections 551.125(c)-(f), Government Code, but is not subject to the requirements of Subsection (b) of that section.

(b) A telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(c) Notice of a telephone conference call meeting that by law must be open to the public must specify the location of the meeting. The location must be a conference room of the authority or other facility in a county of the authority that is accessible to the public.

(d) Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the location specified in the notice and shall be tape-recorded or documented by written minutes. On conclusion of the meeting, the tape recording or the written minutes of the meeting shall be made available to the public.

Sec. 551.125. OTHER GOVERNMENTAL BODY. (a) Except as otherwise provided by this subchapter, this chapter does not prohibit a governmental body from holding an open or closed meeting by telephone conference call.

~~(b) A meeting held by telephone conference call may be held only if:~~

~~(1) an emergency or public necessity exists within the meaning of Section 551.045 of this chapter; and~~

~~(2) the convening at one location of a quorum of the governmental body is difficult or impossible; or~~

~~(3) the meeting is held by an advisory board.~~

(c) The telephone conference call meeting is subject to the notice requirements applicable to other meetings.

(d) The notice of the telephone conference call meeting must specify as the location of the meeting the location where meetings of the governmental body are usually held.

(e) Each part of the telephone conference call meeting that is required to be open to the public shall be audible to the public at the location specified in the notice of the meeting as the location of the meeting and shall be tape-recorded. The tape recording shall be made available to the public.

(f) The location designated in the notice as the location of the meeting shall provide two-way communication during the entire telephone conference call meeting and the identification of each party to the telephone conference shall be clearly stated prior to speaking.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #1

Welcome and opening remarks by the
Chairman and members of the Board of
Directors

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #2

Open Comment Period for Public Comment
& Public Comment on Agenda Items

Open Comment Period for Public Comment - At the beginning of the meeting, the Board provides a period of up to one hour for public comment on any matter subject to CTRMA's jurisdiction. Each speaker is allowed a maximum of three minutes. A person who wishes to address the Board should sign the speaker registration sheet before the beginning of the open comment period. If the speaker's topic is not listed on this agenda, the Board may not deliberate the topic or question the speaker during the open comment period, but may direct staff to investigate the subject further or propose that an item be placed on a subsequent agenda for deliberation and possible action by the Board. The Board may not act on an item that is not listed on this agenda.

Public Comment on Agenda Items - A member of the public may offer comments on a specific agenda item in open session if he or she signs the speaker registration sheet for that item before the Board's consideration of the item. The Chairman may limit the amount of time allowed for each speaker. Public comment unrelated to a specific agenda item must be offered during the open comment period.

Board Action: None.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #3

Approve Work Authorization No. 7 with
Fagan Consulting, LLC to provide general
systems consulting services for FY 2019

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: not to exceed \$125,000
Funding Source: Operations Budget
Action Requested: Consider and act on draft resolution

Summary:

Fagan Consulting, LLC has served as the Authority's general system consultant since 2014 under a competitively bid contract. Under the *Agreement for General Systems Consultant Services*, Fagan Consulting provides technical assistance and advice to the Mobility Authority and assists in the management and oversight of the Authority's toll collection system. The term of the Agreement is five years with two optional two-year renewals. Re-procurement of these services is expected to begin in fiscal year 2020.

Staff requests Board authorization for the Executive Director to execute Work Authorization No. 7 with Fagan Consulting for continued assistance with operational oversight and monitoring of our toll collection systems (TCS) and intelligent transportation systems (ITS). The effective date of the Work Authorization is July 1, 2018. Specific activities anticipated this fiscal year include lane and reporting auditing as well as the development of a reporting dashboard to allow monitoring of important operational metrics.

Fagan Consulting's compensation for this work authorization is a not to exceed amount of \$125,000. The performance of these services will be as directed by the Mobility Authority.

Staff recommends approval of this item.

Backup Provided: Draft Resolution
Proposed Work Authorization No. 7

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

RESOLUTION NO. 18-0XX

**APPROVE WORK AUTHORIZATION NO. 7 WITH FAGAN CONSULTING LLC
TO PROVIDE GENERAL SYSTEMS CONSULTING SERVICES FOR FY 2019**

WHEREAS, by Resolution No. 14-070 dated September 24, 2014, Fagan Consulting LLC (“Fagan”) serves as the general systems consultant to the Mobility Authority under the General Systems Consulting Services agreement effective October 1, 2014 (the “Agreement”); and

WHEREAS, the Executive Director and Fagan have negotiated proposed Work Authorization No. 7 in an amount not to exceed \$125,000.00 for general systems consulting services for FY 2019; and

WHEREAS, the Executive Director recommends approval of proposed Work Authorization No. 7, in the form or in substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed Work Authorization No. 7 with Fagan Consulting LLC is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute Work Authorization No. 7 for the Mobility Authority, in the form or in substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 7
WITH FAGAN CONSULTING, LLC TO PROVIDE GENERAL SYSTEMS
CONSULTING SERVICES FOR FY 2018-2019**

This Work Authorization is made effective as of July 1, 2018, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, effective October 1, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Fagan Consulting, LLC ("Consultant").

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

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the Toll Collection Implementation and Maintenance Services Agreement between the Authority and the Toll Systems Integrator.

Section A. - Scope of Services

A.1. Consultant shall perform the following Services:

- a. assist the Authority with the oversight of its contracts with the system integrators and participate in system requirements analysis;
- b. participate in system design reviews;
- c. review contract deliverables from the systems integrators to include without limitation the Preliminary System Design Document and Final System Design Document, Interface Plans, and the QA/QC Manual, to ensure that deliverables conform to system's contract terms and Authority standards;
- d. review detailed development and implementation schedules and assist with progress reporting;
- e. participate in system development testing and assist the Authority in monitoring the tests;
- f. oversee and participate in system accuracy testing;
- g. review claims and change orders related to contracts with the system integrators;
- h. monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results;
- i. advise regarding systems contract performance standards; and
- j. provide other related technical services requested by the Authority.

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.

No Additional Services are contemplated by this Work Authorization No. 7.

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

As may be identified in writing by the Authority from time to time.

Section B. – Service Providers

Service Providers are identified in article 2, subsection C of the Agreement.

Section C. - Schedule

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

As may be identified in writing by the Authority from time to time.

Section D. - Compensation

D.1. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant an amount not to exceed \$125,000 for Services provided through June 30, 2019, calculated using the Service Providers’ respective hourly rates identified in article 2, subsection C of the Agreement. Compensation shall be in accordance with the Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 7 to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

FAGAN CONSULTING, LLC

By: _____
Mike Heiligenstein, Executive Director

By: _____
Ron Fagan, Managing Member



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #4

Approve Work Authorization No. 8 with Fagan Consulting, LLC to provide professional services supporting the implementation of the new Pay By Mail services program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: \$174,466.40 (not to exceed)
Funding Source: Operations Budget
Action Requested: Consider and act on draft resolution

Summary:

Fagan Consulting, LLC has served as the Authority's general system consultant since 2014 under a competitively bid contract. Under the *Agreement for General Systems Consultant Services*, Fagan Consulting provides technical assistance and advice to the Mobility Authority and assists in the management and oversight of the Authority's toll collection system. The term of the Agreement is five years with two optional two-year renewals. Re-procurement of these services is expected to begin in fiscal year 2020.

The process to procure a new Pay By Mail vendor began in December 2016 with the issuance of a Request for Qualifications and resulted in the selection of Cofiroute USA as the best value proposer. The new Pay By Mail program will result in more convenient customer payment options; enhanced customer relationship management capabilities; improved reporting and reconciliation back to the CTRMA Host system; and a better overall customer experience. The program will launch in late fall 2018.

Under Work Authorization No. 8, Fagan Consulting will provide technical assistance and advice to ensure the successful implementation of the Pay by Mail processing services contract. Fagan's compensation under this Work Authorization is limited to \$174,466.40. The performance of these services will be as directed by the Mobility Authority.

Staff recommends approval of this item.

Backup Provided: Draft Resolution
Proposed Work Authorization No. 8

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

RESOLUTION NO. 18-0XX

**APPROVE WORK AUTHORIZATION NO. 8 WITH FAGAN CONSULTING LLC
FOR TECHNICAL PROFESSIONAL ASSISTANCE FOR THE IMPLEMENTATION OF
PAY-BY-MAIL PROCESSING SERVICES BY COFIROUTE USA LLC**

WHEREAS, by Resolution No. 17-066 dated, December 13, 2017, the Board of Directors authorized the Executive Director to enter an agreement with Cofiroute, USA LLC (“Cofiroute”) to provide Pay-by-Mail Processing Services; and

WHEREAS; Fagan Consulting LLC (“Fagan”) serves as the general systems consultant to the Mobility Authority under the General Systems Consulting Services agreement effective October 1, 2014 (the “Agreement”); and

WHEREAS, the Mobility Authority requires technical assistance regarding the implementation of the Pay-by-Mail Processing Services by Cofiroute; and

WHEREAS, the Executive Director and Fagan have negotiated proposed Work Authorization No. 8 in an amount not to exceed \$174,466.40 to provide technical assistance and recommendations, as needed, to the Mobility Authority regarding the implementation of a new Pay-by-Mail Processing Service contract with Cofiroute; and

WHEREAS, the Executive Director recommends approval of proposed Work Authorization No. 8 in the form or substantially in the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed Work Authorization No. 8 with Fagan Consulting LLC is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute Work Authorization No. 8 for the Mobility Authority, in the form or in substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 8
GENERAL SYSTEMS CONSULTANT IMPLEMENTATION
SUPPORT OF NEW PAY BY MAIL PROGRAM**

This Work Authorization is made effective as of July 1, 2018, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, effective October 1, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Fagan Consulting, LLC ("Consultant").

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

Consultant shall provide technical assistance and advice to the Authority and assist in the implementation of Pay By Mail (video toll) back-office services, as more specifically detailed in the Agreement as Exhibit 1 (Scope of Services), Section II (Services).

Section A. - Scope of Services

A.1. Consultant shall perform the following Services:

Consultant shall perform the services and provide the deliverables described in Exhibit 1 attached to this Work Authorization No. 8 on an "as needed" basis pursuant to the written request of the Authority.

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.

No Additional Services are contemplated by this Work Authorization No. 8.

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

Identified in Exhibit 1 to this Work Authorization No. 8.

Section B. – Service Providers

Service Providers are identified in Exhibit 1 to this Work Authorization No. 8.

Section C. - Schedule

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

The implementation of this Project is estimated to complete by December 2018 and system implementation expected complete within four (4) months of Notice To Proceed granted to the successful bidder.

Section D. - Compensation

D.1. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant an amount not to exceed \$174,466.40 based on the fee estimate included in Exhibit 1 to this Work Authorization No. 8. Compensation shall be in accordance with the Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 8 to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

FAGAN CONSULTING, LLC

By: _____
Mike Heiligenstein, Executive Director

By: _____
Bill Brownsberger, Partner

Exhibit 1

Scope of Services

Pay By Mail Back-office Services Implementation Support

I. Purpose

The Consultant shall provide technical assistance and advice to the Authority and assist in the implementation of new enhanced Pay By Mail back-office processing services. The new contract envisions enhanced customer service in the form of license plate accounts, improved customer-friendly invoicing and enhanced payment options. The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under this work authorization. The Authority, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

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

II. Services for the Pay By Mail Services Procurement and Implementation

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

1. Document existing interface specifications in use between the current video toll services provider and the CTRMA toll collection system.
2. Participate in the development of business rules and policies, including pricing/fee policies, escalation and court processing rules. Document the same business rules and policies. Ensure rules and policies can be effectively implemented and maintained.
3. Document a high-level migration plan to enable seamless operations during the transition from the current Pay By Mail process/vendor to the newly-selected process/vendor, including any migration of transactions.
4. Coordinate with partner agencies affected by the transition to the new video toll process/Provider.
5. Facilitate the Provider's discovery efforts required to properly customize their existing products/services to meet the particular Project requirements. This may include onsite design meetings and other communications required to convey the Authority's project requirements to the Provider in a timely, accurate fashion that does not compromise the project schedule or system functionality.

6. Review, comment, and recommend approval (where appropriate) on all technical submittals provided by the Provider related to the project requirements. This may include the following plans/documents:
 - a) Implementation Schedule
 - b) Project Management Plan
 - c) Security Plan
 - d) Configuration Management and Document Control Plan
 - e) Quality Management Plan
 - f) Software Development Plan
 - g) System Requirements Document
 - h) System Detailed Design Document
 - i) Master Test Plan
 - j) All Required Test Completion Reports
 - k) Maintenance Plan
 - l) Maintenance Service Manual
 - m) Disaster Recovery Plan
 - n) Back Office (Host/IOP Hub) Integration Test Plan
7. Oversee system testing to ensure compliance with project requirements.
8. Track the Provider's project schedules, risk analysis, and project status reporting.
9. Provide other related technical services as requested by the Authority.
10. Deliverables from the tasks above include the following:
 - a) Monthly Project Status Reports.
 - b) New business rule and policy documentation.
 - c) Technical requirements of the RFQ and RFP.
 - d) Design information required by Provider throughout this phase of the project.
 - e) Comments related to all Provider submitted documentation detailed above.
 - f) Testing Status/Results Reports.

Table 1

Proposed Task Distribution of Hours	
Task Name: Video Toll Services Implementation	
Sub-Task Description	Total Estimated Hours
System Design/Implementation Oversight	300
System Testing/Support/Coordination	680
<i>Total:</i>	980

Table 2

Proposed Task Costs and Hours			
Task Name: Video Toll Services Procurement and Implementation			
Resource Name	Total Estimated Hours*	Hourly Rate	Estimated Cost
Ron Fagan	100	\$198.68	\$19,868.00
Jeff Saurenmann	300	\$192.60	\$52,704.00
Amy Bishop	290	\$192.60	\$50,947.20
Geoff Ford	290	\$192.60	\$50,947.20
<i>Total:</i>	980		\$174,466.40



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #5

Approve Work Authorization No. 16 with Kapsch TrafficCom USA, Inc. for system integration services related to the new Pay By Mail back office system implementation

Strategic Plan Relevance: Regional Mobility
Department: Toll Operations
Contact: Tracie Brown, Director of Toll Operations
Associated Costs: \$499,198.15 (not to exceed)
Funding Source: Operating Funds
Action Requested: Consider and act on draft resolution

Summary:

Kapsch TrafficCom USA, Inc. serves as the Authority's toll system integrator under a contract procured in 2004. The Agreement, executed in April 2005, called for Kapsch (then Caseta Technologies) to design, sell, install and maintain the toll collection system needed to support the 183A, 290 (*aka Manor Expressway*), SH 71, 183S (*aka Bergstrom Expressway*), and SH 45 SW toll facilities as well as the MoPac Express Lanes.

Under Work Authorization No. 16, Kapsch TrafficCom USA, Inc. will provide toll system integration services for activities required to process video tolls under the Mobility Authority's new Pay By Mail program. The new Pay By Mail program will be managed by Cofiroute USA and will provide more customer payment options; enhanced customer relationship management capabilities; improved reporting and reconciliation back to the CTRMA Host system; and a better overall customer experience. The program will launch in late fall 2018.

Kapsch's work efforts under this authorization will include the designing, testing, and integrating a complete and fully operational video tolling solution that conforms to a new interface control document (ICD); updating key technologies to aid in resolving customer disputes; and reconciling video tolling revenue back to the CTRMA Host, the system of record for all Authority toll activity.

Kapsch's compensation under this Work Authorization is a fixed fee of \$499,198.15. The performance of these services will be as directed by the Mobility Authority.

Staff recommends approval of this item.

Backup provided: Draft Resolution
 Draft Work Authorization No. 16
 Statement of Work
 Fee Estimate

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

RESOLUTION NO. 18-0XX

**APPROVING WORK AUTHORIZATION NO. 16 WITH
KAPSCH TRAFFICCOM USA, INC. FOR SUPPORT OF THE NEW
PAY BY MAIL BACK OFFICE SYSTEM IMPLEMENTATION**

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) entered into a contract with Caseta Technologies, Inc. dated April 27, 2005, for the design, procurement, and installation of a toll collection system on the Authority’s turnpike system (the “Contract”); and

WHEREAS, Kapsch TrafficCom USA, Inc. (formerly Schneider Electric Mobility NA) is the successor in interest to the Contract with Caseta Technologies, Inc., and all rights and obligations of Caseta Technologies, Inc. under the Contract are now the rights and obligations of Kapsch TrafficCom USA (“Kapsch”); and

WHEREAS, the Executive Director and Kapsch have discussed and agreed to a proposed Work Authorization No. 16, in an amount not to exceed \$498,198.15, to provide toll system integration services required to process video tolls under the Mobility Authority’s new Pay By Mail program including but not limited to design, testing, and integration of a complete and fully operational video tolling solution; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 16, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that Work Authorization No. 16 with Kapsch TrafficCom USA, Inc. is hereby approved; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute Work Authorization No. 16 for the Mobility Authority in the form or in substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**WORK AUTHORIZATION
WORK AUTHORIZATION NO. 16
TOLL SYSTEM INTEGRATION FOR
SUPPORT OF NEW PAY BY MAIL PROGRAM**

THIS WORK AUTHORIZATION (“WA No. 16”) is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A, to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this WA No. 16 as the “System Integrator” or “SI”).

PART I. The Contractor will perform toll implementation services generally described in the Kapsch Cofiroute Statement of Work attached hereto as **Attachment A**.

PART II. The maximum amount payable under this WA No. 16 is \$498,199.15. This amount is based upon the pricing obtained, and is documented by the fee schedule set forth in **Attachment A**.

PART III. Payment to the Contractor for the services established under this WA No. 16 shall be made in accordance with the Contract.

PART IV. This WA No. 16 shall become effective on the date both parties have signed this WA No. 16. This WA No. 16 will terminate on the Pay By Mail system final acceptance date or upon payment of the maximum amount payable in **Part II**, whichever date is first, unless extended as provided by the Contract. The work shall be performed in accordance with the Kapsch Cofiroute Interface Project Schedule as set forth in **Attachment B**.

PART V. This WA No. 16 does not waive any of the parties’ responsibilities and obligations provided under the Contract, and except as specifically modified by this WA No. 16, as such responsibilities and obligations under the Contract remain in full force and effect.

THE CONTRACTOR:

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature

Date

Mike Heiligenstein, Executive Director

Typed/Printed Name and Title

LIST OF ATTACHMENTS

Attachment A Kapsch Cofiroute Statement of Work

Attachment B Kapsch Cofiroute Interface Project Schedule



Document Control

Document Name:	Kapsch Cofiroute Transition Statement of Work
Project Reference #:	TBD
Project Title:	Toll System Implementation and Maintenance
Client:	Central Texas Regional Mobility Authority
Project Manager:	Randy Herrell

Change Notice

Revision#	Change Reason	Reviewer	QA By	Date Completed
1.0	Initial version	Daniel Lafuente	Randy Herrell	06/29/2018

This document was prepared by Kapsch TrafficCom USA, Inc. and contains confidential and proprietary information limited to contractual projects for internal use only, and is protected by copyright. All copies of this document shall include the copyright notice contained herein. With the exception of the Authority's internal documents created for analysis, decision-making, and related purposes, no part of this document may be incorporated into other documentation without prior written approval of:

Kapsch TrafficCom USA, Inc.
211 E. 7th Street, Suite 800
Austin, TX 78701
<http://www.kapsch.net>



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1.1 Conventions Used in This Document

Within this document, the following conventions are used:

- **Bold font and/or ‘NOTE:’ designation:** An important statement meant to clarify or add to the preceding section or statement.
- **Courier Font:** Designates something as source code or a source code reference.

1.2 Acronyms

Below is a list of the acronyms and their meanings that appear both within this document and comprehensively throughout the documentation set.

Exhibit 1.2-1: Acronyms

Acronym	Definition
ACS	Access Control System
(A)LPR	(Automatic) License Plate Recognition
(A)NPR	(Automatic) Number Plate Recognition
APC	American Power Conversion (company name)
ASA	Adaptive Service Appliance
AVC	Automatic Vehicle Classification
ASA	Adaptive Service Appliance
AVI	Automatic Vehicle Identification
CBIR	Content-Based Image Retrieval
CCD	Charge-Coupled Device
CCL	Connected Component Labeling
CORBA	Common Object Request Broker Architecture



CPU	Central Processing Unit
CSC	Customer Service Center
CTC	Car Type Classification
DB	Database
DBA	Database Administrator
DMZ	Perimeter Network
DRAM	Dynamic Random-Access Memory
DVAS	Digital Video Audit System
DVR	Digital Video Recorder
EB	Eastbound
EH	Equipment Handler
ELCC	Express Lanes Command Center
ETC	Electronic Toll Collection
ETL	Express Toll Lanes
FIFO	First In First Out
FTP	File Transfer Protocol
GC	Grammar Checking
GUI	Graphical User Interface
GZIP	GNU Zip
IAG	Interagency Group (E-Z Pass)
ICD	Interface Control Document
ICS	Image Capture Station
ICPS	Image Capture and Processing System
I-LTS	Image Long Term Storage Server
IM	Image Understanding
IMPM	Image Modeling-Based Pattern Matching
IOS	Internetwork Operating System
IP	Internet Protocol
ITS	Intelligent Transportation Systems
JPEG	Joint Photographic Experts Group
KVM	Keyboard Video and Mouse
LAN	Local Area Network
LC	Lane Controller
LCD	Liquid Crystal Display
LED	Light-Emitting Diode
LMS	Laser Measurement Sensor
LPIC	License Plate Image Capture
MBPM	Model-Based Pattern Matching
MLT	Manual Lane Terminal
MVC	Model View Controller
NCC	Normalized Cross-Correlation



NIC	Network Interface Controller
OCR	Optical Character Recognition
ODAC	Oracle Data Access Components
OLTP	On-line Transaction Processors
ORT	Open Road Tolling
PAC	Programmable Automation Controller
PBM	Pay By Mail
PC	Personal Computer
PDD	Preliminary Design Document
PDF	Portable Document Format
PDU	Power Distribution Unit
PM	Pattern Matching
POSIX	Portable Operating System Interface (for Unix)
PVC	Permanent Virtual Circuit
RBAC	Role Based Access Control
RF	Radio Frequency
ROI	Region Of Interest
ROMS	Remote Operations and Maintenance System
RP	Rule Processor
RSA	Rivest, Shamir and Adleman Public Key Encryption
RTC	Roadside Toll Cabinet
SAN	Storage Area Network
SC	State Classification
SDD	System Design Document
SDK	Software Development Kit
SIFT	Scale-Invariant Feature Transform
SLA	Service Level Agreement
SLD	Source Level Document
SNMP	Simple Network Mail Protocol
SONET	Synchronous optical networking
SVM	Support Vector Machine
TBB	Threading Building Blocks
TCP	Transmission Control Protocol
TCS	Toll Collection System
TLS	Traffic Light Sensor
TM	Template Matching
TMC	Traffic Management Center
TNF	Traffic Night Flash
TRC	Toll Reader Cabinet
UPS	Uninterruptible Power Supply
VAC	Volts Alternating Current



VDC	Volts Direct Current
VMS	Variable Message Sign
VIP	Video Image Processing
VPS	Violation Processing System
VSS	Video Surveillance System
WB	Westbound
XFRMR	Transformer
XML	eXtensible Markup Language
ZC	Zone Controller



2 Cofiroute Transition

2.1 Introduction and Overview

Kapsch TrafficCom USA, Inc. (Kapsch) is pleased to provide this detailed scope of work to the Central Texas Regional Mobility Authority (CTRMA) for the implementation, transition, and operation of the CTRMA VPS to a new vendor – Cofiroute. Kapsch will be providing services for 5 major items as part of the transition process.

- Transition of the Kapsch system for conformance to the new ICD established with Cofiroute.
- Support to Cofiroute during development and testing phases according to the Cofiroute schedule.
- Creation or rework of up to Seven (7) additional reports. Including report workshop(s).
- Enhancement to the Kapsch CSR tool to include more lookup functionality, including tag and plate history lookup.
- New tag and plate history tracking functionality and workflow enhancements.

CTRMA will provide complete input and oversight during all phases of development and implementation. The Cofiroute transition will be a joined effort between Kapsch and CTRMA with regular status updates between the parties to ensure the final product delivered to CTRMA best serves their needs for the future.

2.1.1 Cofiroute ICD Compliance

The ICD between Kapsch and Cofiroute includes processing for transaction files, reconciliation files (multi-tiered), acknowledgment files, and transfer of physical images. The work to be executed with conforming to the ICD will be the core of the ability to allow CTRMA to transfer Pay by Mail (PBM) transactions processing flow to Cofiroute. This work would include adjustments to the workflow to allow potential for more frequent file sending, handling of dispositions and tracking when items are missing, and more robust ROMS monitoring for failure detection and more prompt notification of file issues. The ICD itself will define all items that should be handled and the thresholds for failures that will then be utilized when developing the failure monitoring thresholds.

2.1.2 Testing Support to Cofiroute

Kapsch will be responsible for providing needed support to Cofiroute in order for the required testing phases of Cofiroute to be completed. Kapsch is committed to providing a high level of QA/QC, testing, and validation as part of this scope of work in order to ensure the smoothest possible transition for CTRMA. The work required for this portion of the scope of work includes sample file creation, sample file loading, interface validation, network validation, and multiple conjoint testing phases.

2.1.3 Reporting

Kapsch will complete up to Seven (7) report creations or reworks. These reports are expected to come into play for enhancing reconciliation based reports in order to utilize the new disposition tracking that will be a part of the Cofiroute ICD. With these reports, CTRMA will have more insight into the full lifecycle of a transaction similar to how it is currently being done with HUB based transactions.

2.1.4 CSR Tool Upgrade

Currently the CSR tool provides the capability to do trip transaction investigation, particularly for the mopac system, to aid CSRs when customer call to ask questions about their bill. One of the main functions is to validate the price



that was being displayed on the sign when a user travelled the Mopac Express Lanes. This tool will be enhanced as part of this scope of work to allow another major item for customer calls – tag and plate status. The CSR tool will not provide historical tag and plate status lookup to aid CSRs who may be receiving calls from customers that believe their tag or plate account should have been billed instead of receiving a bill in the mail. This tool will show history based on CTRMA billing business rules for when status is evaluated.

2.1.5 Tag and Plate History Tracking

In order to support the new CSR tool functionality described above, Kapsch will add new functionality to its workflow during the loading of Tag and Plate Validation Lists. Rather than tracking current status only for decision making, Kapsch will track all statuses changes (for a period of time to be determined by CTRMA business rules), such that more intelligent decision making can be made when deciding where to send a transaction for billing. This new historical information/tracking will also be utilized to feed the CSR tool with information for helping resolve customer calls about billing questions.

2.1.6 Proposed Schedule

The proposed schedule to implement the work require for the Cofiroute transition is detailed below.

Task Name	Duration	Start	Finish	Predecessors
CTRMA_Kapsch-Cofiroute Interface Project Schedule_v2_06292018	120 days	Mon 6/18/18	Fri 11/30/18	
Cofiroute Interface Development	120 days	Mon 6/18/18	Fri 11/30/18	
NTP	0 days	Mon 7/30/18	Mon 7/30/18	
Conformance to ICD	30 days	Mon 7/30/18	Fri 9/7/18	2
Cofiroute Testing Support	115 days	Mon 6/18/18	Fri 11/23/18	
FAT	20 days	Mon 7/30/18	Fri 8/24/18	
Test file creation	5 days	Mon 7/30/18	Fri 8/3/18	2
FAT support, coordination, & execution	10 days	Mon 8/13/18	Fri 8/24/18	2FS-30 days
SIT	83 days	Mon 6/18/18	Wed 10/10/18	
Interface readiness	0 days	Mon 6/18/18	Mon 6/18/18	2FS-30 days
SIT prep & support	8 days	Mon 9/10/18	Wed 9/19/18	9,5
SIT support, coordination, & execution	15 days	Thu 9/20/18	Wed 10/10/18	10,5
SAT	32 days	Thu 10/11/18	Fri 11/23/18	
SAT prep & support	7 days	Thu 10/11/18	Fri 10/19/18	8
SAT support, coordination, & execution	25 days	Mon 10/22/18	Fri 11/23/18	13
Ops Test	10 days	Mon 10/29/18	Fri 11/9/18	
Ops Test prep & support	5 days	Mon 10/29/18	Fri 11/2/18	12FS-20 days
Ops Test support, coordination, & execution	5 days	Mon 11/5/18	Fri 11/9/18	16
Tracking Tag & Plate History - Dev & Test	15 days	Mon 7/30/18	Fri 8/17/18	2
Reports Development & Updates	78 days	Mon 7/30/18	Wed 11/14/18	
Reports Workshops	11 days	Mon 7/30/18	Mon 8/13/18	
Workshop #1	0.5 days	Mon 7/30/18	Mon 7/30/18	2
Workshop #2	0.5 days	Mon 8/13/18	Mon 8/13/18	21FS+10 days
Report Deliveries	77.5 days	Mon 7/30/18	Wed 11/14/18	
Report Mockp Delivery Set #1	12 days	Mon 7/30/18	Wed 8/15/18	21
Report Mockp Delivery Set #2	20 days	Thu 8/16/18	Wed 9/12/18	22
Final Report Delivery	45 days	Thu 9/13/18	Wed 11/14/18	24,25
CSR Tool	90 days	Mon 7/30/18	Fri 11/30/18	2

Exhibit 2.1-2: Proposed Schedule

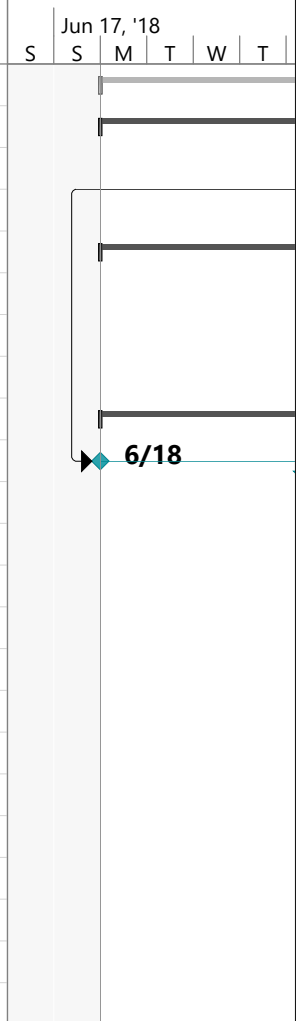


2.1.7 Pricing

Pricing is Fixed Fee based upon the accepted proposal price of \$498,199.15. Payments will be milestone based, using the Milestone Payment Schedule below.

Payment Number	Payment Milestones	% Paid	Cum. % Paid	\$ Amount	Cum \$'s
A. Support to Cofiroute during development and testing phases					
A-1	Notice to Proceed	10.0%	10.0%	\$ 14,864.59	\$ 14,864.59
A-2	FAT Support	5.0%	15.0%	\$ 7,432.29	\$ 22,296.88
A-3	SIT Support	5.0%	20.0%	\$ 7,432.29	\$ 29,729.17
A-4	SAT Support	5.0%	25.0%	\$ 7,432.29	\$ 37,161.46
A-5	Ops Test Support	5.0%	30.0%	\$ 7,432.29	\$ 44,593.75
					\$ 148,645.85
B. ICD Development Conformance					
B-1	Development Complete / SIT Acceptance	100.0%	100%	\$ 177,766.70	\$ 177,766.70
					\$ 177,766.70
C. Reports Development					
C-1	Workshops Completed & Mockup Sets Delivered	50.0%	50.0%	\$ 52,566.40	\$ 52,566.40
C-2	Reports Completed & Accepted	50.0%	50.0%	\$ 52,566.40	\$ 52,566.40
					\$ 105,132.80
D. Update to CSR Tool to Allow Features of Tag & Plate History Lookup					
D-1	CSR Tool Updates Completed & Accepted	100%	100.0%	\$ 31,048.00	\$ 31,048.00
					\$ 31,048.00
E. New Development for Tracking Tag & Plate History					
E-1	Tracking Tag & Plate History Completed & Accepted	100%	100.0%	\$ 35,605.80	\$ 35,605.80
					\$ 35,605.80
				Contract Total \$	498,199.15

ID	Task Name	Duration	Start	Finish	Predecessors	Jun 17, '18						
						S	S	M	T	W	T	
0	CTRMA_Kapsch-Cofiroute Interface Project Schedule_v2_062918	120 days	Mon 6/18/18	Fri 11/30/18								
1	Cofiroute Interface Development	120 days	Mon 6/18/18	Fri 11/30/18								
2	NTP	0 days	Mon 7/30/18	Mon 7/30/18								
3	Conformance to ICD	30 days	Mon 7/30/18	Fri 9/7/18	2							
4	Cofiroute Testing Support	115 days	Mon 6/18/18	Fri 11/23/18								
5	FAT	20 days	Mon 7/30/18	Fri 8/24/18								
6	Test file creation	5 days	Mon 7/30/18	Fri 8/3/18	2							
7	FAT support, coordination, & execution	10 days	Mon 8/13/18	Fri 8/24/18	2FS-30 days							
8	SIT	83 days	Mon 6/18/18	Wed 10/10/18								
9	Interface readiness	0 days	Mon 6/18/18	Mon 6/18/18	2FS-30 days							
10	SIT prep & support	8 days	Mon 9/10/18	Wed 9/19/18	9,5							
11	SIT support, coordination, & execution	15 days	Thu 9/20/18	Wed 10/10/18	10,5							
12	SAT	32 days	Thu 10/11/18	Fri 11/23/18								
13	SAT prep & support	7 days	Thu 10/11/18	Fri 10/19/18	8							
14	SAT support, coordination, & execution	25 days	Mon 10/22/18	Fri 11/23/18	13							
15	Ops Test	10 days	Mon 10/29/18	Fri 11/9/18								
16	Ops Test prep & support	5 days	Mon 10/29/18	Fri 11/2/18	12FS-20 days							
17	Ops Test support, coordination, & execution	5 days	Mon 11/5/18	Fri 11/9/18	16							
18	Tracking Tag & Plate History - Dev & Test	15 days	Mon 7/30/18	Fri 8/17/18	2							
19	Reports Development & Updates	78 days	Mon 7/30/18	Wed 11/14/18								
20	Reports Workshops	11 days	Mon 7/30/18	Mon 8/13/18								
21	Workshop #1	0.5 days	Mon 7/30/18	Mon 7/30/18	2							
22	Workshop #2	0.5 days	Mon 8/13/18	Mon 8/13/18	21FS+10 days							



Project: CTRMA_Kapsch-Cofiroute
Date: Fri 6/29/18

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Name	Duration	Start	Finish	Predecessors	Jun 17, '18						
						S	S	M	T	W	T	
23	Report Deliveries	77.5 days	Mon 7/30/18	Wed 11/14/18								
24	Report Mockp Delivery Set #1	12 days	Mon 7/30/18	Wed 8/15/18	21							
25	Report Mockp Delivery Set #2	20 days	Thu 8/16/18	Wed 9/12/18	22							
26	Final Report Delivery	45 days	Thu 9/13/18	Wed 11/14/18	24,25							
27	CSR Tool	90 days	Mon 7/30/18	Fri 11/30/18	2							
28												



Project: CTRMA_Kapsch-Cofirou Date: Fri 6/29/18	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #6

Approve agreement with Kapsch TrafficCom USA,
Inc. for license plate image review services
for the new Pay By Mail system

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: \$ 0.039 per manually reviewed transaction
Funding Source: Operating Budget
Action Requested: Consider and act on draft resolution

Summary:

Kapsch TrafficCom USA, Inc. serves as the Authority's toll system integrator under a contract procured in 2004. The Agreement, executed in April 2005, called for Kapsch (then Caseta Technologies) to design, sell, install and maintain the toll collection system needed to support the 183A, 290 (*aka Manor Expressway*), SH 71, 183S (*aka Bergstrom Expressway*), and SH 45 SW toll facilities as well as the MoPac Express Lanes.

The Mobility Authority desires to contract with Kapsch TrafficCom for the manual review of license plate images using Kapsch's proprietary software and hardware. This change reverts the image review process to the process used circa November 2008, before the incumbent Pay By Mail vendor MSB provided the same services.

The Kapsch solution uses proprietary software and hardware to create a "clean" or fully formed transaction in the CTRMA Host System before forwarding to the Central United States Interoperability (CUSIOP) Hub or Pay By Mail back office for customer billing. The Kapsch system is uniquely qualified to interact with existing systems in comparison to the previous vendor. This process change will mitigate potential revenue loss due to file transfer errors or missed reviews. The change will also result in faster processing of license plate based transactions resulting in earlier revenue recognition. Finally, keeping the image review process within the CTRMA Host System will allow for earlier identification of technical issues.

Kapsch's compensation for these services will be \$0.039 per manually reviewed transaction, which is a 15% reduction in the amount paid to the incumbent vendor. Under this Agreement, Kapsch will also perform reviews related to exempt vehicles (buses, registered vanpools, qualified veterans, emergency vehicles, etc.) at no cost to the Authority resulting in additional savings. Image review costs under Kapsch may decrease to \$0.019 per transaction for images that achieve a high confidence level in the Optical Character Recognition system.

The term of this Agreement is five years with the option of two successive two-year renewals. It is important to note that the system integrator re-procurement scope will include image review services.

Staff recommends approval of this item.

Backup Provided:	Draft Resolution
	Draft Agreement
	Scope of Work
	Implementation Schedule

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

RESOLUTION NO. 18-0XX

**APPROVING AN AGREEMENT WITH
KAPSCH TRAFFICCOM USA, INC. FOR IMAGE REVIEW SERVICES**

WHEREAS, performing image reviews of license plates is an essential element of the processing of pay-by-mail transaction for the use of Mobility Authority facilities; and

WHEREAS, Mobility Authority desires to retain the services of a contractor capable of providing image review services in a manner that is compatible with the Mobility Authority's toll collection system; and

WHEREAS, the Mobility Authority has determined that the services and equipment to be provided are proprietary to Kapsch TrafficCom USA, Inc. ("Kapsch"), given the unique needs and requirements for the interface between image review services and overall transaction processing and toll collection activities, as well as Kapsch's unique ability to provide host system hardware/software to provide image review services in a manner compatible with existing systems; and

WHEREAS, the Mobility Authority has also determined that the Kapsch system and services will result in a decrease in cost to the Mobility Authority and an increase in accuracy of information supporting the pay by mail program; and

WHEREAS, on July 20, 2018, the Executive Director of the Mobility Authority submitted to the Board the written justification for proprietary purchases required under Section 401.17 of the Mobility Authority Policy Code; and

WHEREAS, the Executive Director recommends that the Board approve an agreement with Kapsch for image review services, a copy of which is attached to this resolution as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED the Executive Director is hereby authorized to finalize and execute an agreement with Kapsch for image review services in the form or in substantially the same form as is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, pursuant to Section 401.0061 of the Policy Code, the Board exempts this agreement from any competitive bidding or competitive proposal requirements that would otherwise be applicable.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

AGREEMENT FOR IMAGE REVIEW SERVICES

THIS AGREEMENT FOR IMAGE REVIEW SERVICES (the “Agreement”) is made and entered into effective as of the __ day of _____, 2018 (the “Effective Date”), by and between the Central Texas Regional Mobility Authority (the “Mobility Authority”), and Kapsch TrafficCom USA, Inc., (the “Contractor”) (collectively, the “Parties”), for the purposes described herein.

WITNESSETH

WHEREAS, the Mobility Authority Policy Code, Chapter 4 - Procurement of Goods and Services (the “Procurement Policies”) establishes the Mobility Authority’s policies and procedures for the procurement of general good and services; and

WHEREAS, given the unique needs and requirements for the interface between image review services and overall transaction processing and toll collection activities, as well as Contractor’s unique ability to provide host system hardware/software to provide image review services in a manner compatible with existing systems, the Mobility Authority has determined that the services and equipment to be provided in the provision thereof are proprietary to Contractor; and

WHEREAS, on July __, 2018, the Executive Director of the Mobility Authority submitted the written justification required under the Procurement Policies for proprietary purchases of goods and services to the Board of Directors.

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

ARTICLE 1 SCOPE OF SERVICES

The Contractor will furnish equipment and services necessary to perform image review services, in a good faith manner, encompassing both optical character recognition (“OCR”) image reviews and manual image reviews, as more fully described in Attachment “A”, Contractor’s Image Review Services Proposal (the scope of services described therein being hereafter referred to as the “Services”), upon the terms and conditions provided in this Agreement. Contractor will perform the Services in accordance with the Image Review Schedule set forth in Attachment “C”.

ARTICLE 2 AGREEMENT PERIOD

This Agreement becomes effective on the Effective Date and shall be for an initial term of five (5) years, concluding on _____, 2023 unless this Agreement is terminated in accordance with Articles 6 or 7, Termination. There shall be two (2) successive two (2) year renewal terms following the expiration of the initial five (5) year period (the initial term and any successive terms collectively, the “Agreement Period”). Any work performed or cost incurred before or after the Agreement Period shall be ineligible for compensation.

ARTICLE 3 COMPENSATION AND USE/PAYMENT OF SUBCONTRACTORS

A. Image Review Payments. Contractor shall be compensated for performance of the Services at the rates shown in Attachment “B”, Fee Schedule. In the event of a discrepancy between the pricing shown in Attachment “B”, including any amendments thereto, and Attachment “A”, the pricing set forth in Attachment “B” shall control.

B. Prior Approval. The Contractor shall not assign, subcontract or transfer any portion of Services under this Agreement without prior written approval from the Mobility Authority.

C. Contractor Payment of Subcontractors. No later than ten (10) business days after receiving payment from the Mobility Authority, the Contractor shall pay all subcontractors for work performed under a subcontract authorized hereunder. The Mobility Authority may withhold all payments that have or may become due if the Contractor fails to comply with the ten-day payment requirement. The Mobility Authority may also suspend the work under this Agreement until subcontractors are paid.

D. Contractor Responsibilities. No subcontract relieves the Contractor of any responsibilities under this Agreement.

ARTICLE 4 INVOICING FOR SERVICES AND PAYMENT REQUIREMENTS

A. Invoicing and Payment. The Contractor shall submit a monthly itemized billing statement in a form acceptable to the Mobility Authority. The billing statement shall show the total amount earned to the date of submission based on the Fee Schedule (Attachment “B”), and the amount due and payable as of the date of the current billing. The Mobility Authority shall pay undisputed amounts owed to the Contractor within thirty (30) business days of receipt of an invoice from Contractor, or sooner, if possible. In the event an invoice is disputed by the Mobility Authority, representatives of each Party shall meet to resolve the dispute or to correct the error.

B. Withholding Payments. The Mobility Authority reserves the right to withhold payment of the Contractor’s billing statement 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) calendar day period; or (2) pending verification of satisfactory work performed. In the event that payment is withheld, the Mobility Authority shall notify the Contractor and describe actions required that would allow the Mobility Authority to release the payment.

C. Audit. The Mobility Authority shall have the exclusive right to examine the books and records of the Contractor as they may relate to the Services contemplated by this Agreement. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and shall make such materials available at its office during the Agreement Period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Mobility Authority or any of its duly authorized representatives, shall have access to any and all books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 5 COMPLIANCE WITH LAWS

The Contractor 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 Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing

laws and regulations. When required, the Contractor shall furnish the Mobility Authority with satisfactory proof of its compliance therewith.

ARTICLE 6 TERMINATION

A. Causes. This Agreement 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 Contractor as a consequence of failure by the Contractor to perform the Services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) day written notice and opportunity to cure;
4. By the Mobility Authority for reasons of its own, not subject to the mutual consent of the Contractor, by giving thirty (30) business days' notice of termination in writing to the Contractor;
5. By the Mobility Authority, if the Contractor violates the provisions of Article 10, Gratuities; or
6. By satisfactory completion of the Services and obligations described herein.

B. Payment Due. Should the Mobility Authority terminate this Agreement as herein provided, no fees other than undisputed fees due and payable at the time of termination shall thereafter be paid to the Contractor. Should the Mobility Authority terminate this Agreement under paragraph (4) or (5) above, the Contractor shall not perform any additional Services during the thirty-day notice period unless directed to do so by the Mobility Authority.

C. Surviving Requirements. The termination of this Agreement and payment for Services performed shall extinguish the rights, duties, and obligations of the Mobility Authority and the Contractor under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement Period, including without limitation obligations set forth in Articles 7 and 8.

D. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Contractor to fulfill its Agreement obligations, the Contractor shall be liable to the Mobility Authority for any additional cost to the Mobility Authority to continue the performance of the Services.

ARTICLE 7 VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of Agreement terms, breach of Agreement, or default by the Contractor shall be grounds for termination of this Agreement, and any increased or additional cost incurred by the Mobility Authority arising from the Contractor's proven default, breach of Agreement or violation of Agreement terms shall be paid by the Contractor. Specifically, and without limitation, in the event that Contractor fails to perform and the Mobility Authority is forced to secure services from another entity on a temporary basis, the cost of such services may be offset against amounts owed to Contractor under this Agreement up to a maximum amount of \$500,000.00.

B. Quality and Performance Program and Revenue Assurance: Contractor acknowledges that image reviews and other Services it has agreed to perform under this Agreement are intended to enable the Mobility Authority to realize revenues from pay-by-mail transactions. The Contractor agrees to host regularly scheduled meetings with the Mobility Authority to provide Operational and Performance data and analysis of the Image Review System. This Performance Review meeting will provide the Mobility

Authority with visibility on 1) the number of images reviewed, 2) average image review return time from the transaction timestamp, 3) the accuracy of the code off percentages per lane, and 4) monitoring period data versus historical data. The Contractor shall review and return results, in accordance with the Mobility Authority's approved Business Rules, for all transactions sent to the Video Image Processing (VIP) system within 72 hours from the time the transaction qualifies for image review. The results will be accurate at a rate of 99.5% for all transaction with at least one human readable license plate image. A human readable license plate image is defined where both the plate state (jurisdiction) and plate number (all letters) are human readable for at least one license plate within the available image set for the transaction. The Mobility Authority retains the right to perform an audit of all rejected transactions to verify incorrect rejections, upon reasonable advance notice to Contractor. The Contractor shall notify the Authority upon discovering any issues that might impede the performance of the Services, and shall promptly provide information as to the nature of the transactions effected.

Within sixty (60) days of the Effective Date of this Agreement, Contractor shall provide to the Mobility Authority for its approval a disaster recovery plan detailing how data and images will be stored and protected in order to avoid destruction in case of a catastrophic event. In the event that Contractor fails to fully perform the Services provided for in this Agreement and has failed to implement an approved disaster recovery program that would preserve data so the Services can be performed, and such failures result in the Mobility Authority and/or any of its contractors being unable to process and/or collect toll transactions, Contractor shall be liable to the Mobility Authority for the amount of revenue lost as a result of Contractor's failure to perform, along with any associated costs incurred by the Mobility Authority to identify the amount of lost revenues, up to a maximum amount of \$500,000.00.

C. Remedies. This Agreement 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.

ARTICLE 8 INDEMNIFICATION

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE CONTRACTOR'S AFFIRMATIVE ACTS OR INACTION, NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WHETHER OR NOT OCCURRING IN CONNECTION WITH THE WORK AUTHORIZED BY THE CONTRACT. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS 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, AND AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.

ARTICLE 9 NON-COLLUSION

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

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

ARTICLE 10 GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that employees of the Mobility Authority shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the Mobility Authority under this Agreement. Employees may accept meals offered in the course of normal business relationships and promotional items that do not exceed an estimated \$100 in value and are distributed as a normal means of business advertising.

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

ARTICLE 11 INSURANCE

Prior to beginning the Services designated in this Agreement, the Contractor shall obtain and furnish certificates to the Mobility Authority for the following minimum amounts of insurance:

A. Workers' Compensation Insurance. In accordance with the laws of the State of Texas covering all of Contractor's employees and employer's liability coverage with a limit of not less than \$1,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

B. Commercial General Liability Insurance. On an "occurrence basis" with limit a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, including those resulting in death; and property damage on an "occurrence basis" with an aggregate limit of not less than \$2,000,000. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

C. Business 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 anyone person, and for property damage on account of anyone 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 Contractor's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Mobility Authority shall be provided.

D. Valuable Papers Insurance. With limits not less than \$500,000 to cover the full restoration of any records, information, logs, reports, diaries, or other similar data or materials of Contractor 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 or otherwise completed.

E. Cybersecurity Insurance. Professional/technology errors and omissions liability insurance, including liability for financial loss and/or business interruption suffered by the Mobility Authority, due to error, omission, negligence of employees and machine malfunction, cyber liability/network security/privacy coverage arising from errors, omission, negligence of employees and hardware malfunction, or causing electronic data to be inaccessible, computer viruses, denial of service, loss of service, network risks (such as data breaches, unauthorized access or use, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) in connection with all Services provided by Contractor, in an amount of at least ten million dollars (\$10,000,000), and which has no exclusion or restriction for encrypted or unencrypted portable devices;

F. Excess Umbrella Liability. With minimum limits of \$6,000,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required in A. - E. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

G. General For All Insurance. The Contractor 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) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under Article 11 .A. through E., 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 Article 11. F., 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 registered to do business 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 Article 11. B.-F. above, shall name the Mobility Authority as additional insureds and shall protect the Mobility Authority, the Contractor, their officers, employees, 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 wrongful acts or failures to act by the Contractor, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Articles 7 and 8, above, is included.

The insurance carrier shall include in each of the insurance policies required under Article 11. A.-F. the following statement: "This policy will not be canceled or non-renewed 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, TX 78705, Attention: Executive Director."

ARTICLE 12 DISPUTES

A. Disputes Between the Parties. Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to this Agreement, including a dispute concerning the cost of Services, is to be

resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means: (1) mediation; (2) arbitration; and/or (3) legal proceedings in a court of competent jurisdiction located in Travis County, Texas. Resolution of any claims, questions, or disputed amounts shall be subject to approval by the Mobility Authority Board of Directors.

B. Disputes Not Related to Agreement Services. The Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Contractor or any contract with a subcontractor in support of the Services authorized herein.

ARTICLE 13 SUCCESSORS AND ASSIGNS

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

ARTICLE 14 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15 PRIOR CONTRACTS SUPERSEDED

This Agreement 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 16 CONFLICT OF INTEREST

The undersigned Contractor represents that such Contractor has no conflict of interest that would in any way interfere with its or its employees' performance of the Services for the Mobility Authority or which in any way conflicts with the interests of the Mobility Authority. The Contractor and its subcontractors shall not enter into any contract with other agencies or parties during the Agreement Period which could create a conflict of interest with the Services provided to the Mobility Authority and shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Mobility Authority's interests. The Contractor shall at all times comply with the Conflict of Interest Policy adopted by the Mobility Authority. Questions regarding potential conflicts of interest shall be addressed to the Executive Director, or his designee, for resolution.

ARTICLE 17 PUBLIC INFORMATION

The Mobility Authority will comply with Government Code, Chapter 552, the Public Information Act (“PIA”), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement. The Mobility Authority will use reasonable efforts to notify the Contractor if a request for public information is received which may require the Mobility Authority to disclose any portion of the information provided by the Contractor or any other material that the Contractor has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the Contractor the opportunity to protect such materials from public disclosure. The Mobility Authority is not obligated to assert or argue on behalf of the Contractor that any information provided to the Mobility Authority is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the Contractor.

**ARTICLE 18
CONTROLLING LAW, VENUE**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes.

**ARTICLE 19
SIGNATORY WARRANTY**

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

**ARTICLE 20
NOTICES**

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

Contractor	Mobility Authority:
Kapsch TrafficCom USA, Inc. 211 E. 7th Street, Suite 800 Austin, TX 78701 Attention: Janet Eichers	Central Texas Regional Mobility Authority 3300 N IH-35, Suite 300 Austin, TX 78705 Attention: General Counsel

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 21
INCORPORATION OF PROVISIONS**

Attachments “A” through “C” are attached hereto and incorporated into this Agreement as if fully set forth

herein.

**ARTICLE 22
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 this Agreement shall be valid unless made in writing signed by both Parties hereto.

IN WITNESS WHEREOF, the **Mobility Authority** and the **Contractor** have executed this Agreement as of the date first above written.

Mobility Authority:
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

By: _____
Mike Heiligenstein, Executive Director

Contractor:
KAPSCH TRAFFICOM USA, INC.:

By: _____

ATTACHMENT A
IMAGE REVIEW PROPOSAL

ATTACHMENT B

FEE SCHEDULE

Pricing

- OCR Review: \$0.019 Per Transaction
- Manuel Review: \$0.039 Per Transaction
- Plates associated with a Non-Rev account will be omitted from being charged a fee for Image Review.

ATTACHMENT C
IMAGE REVIEW SCHEDULE

Task Name	Duration	Start	Finish
CTRMA Image Review Implementation	66 days	Mon 7/30/18	Mon 10/29/18
Image Review Notice to Proceed		Mon 7/30/18	
Business Rules /Configuration	10 days	Mon 7/30/18	Fri 8/10/18
Infrastructure and Software Developmnet	16 days	Mon 7/30/18	Mon 8/20/18
SH71 Turnover to Kapsch Image Review	1 day	Tue 8/21/18	Tue 8/21/18
SH71 Operational / Performance Monitoring	7 days	Wed 8/22/18	Thu 8/30/18
290E Turnover to Kapsch Image Review	7 days	Fri 8/31/18	Mon 9/10/18
290E Operational / Performance Monitoring	7 days	Tue 9/11/18	Wed 9/19/18
183A Turnover to Kapsch Image Review	1 day?	Thu 9/20/18	Thu 9/20/18
183A Operational / Performance Monitoring	7 days	Fri 9/21/18	Mon 10/1/18
Report Design Workshops	1 day	Mon 8/6/18	Mon 8/6/18
Report Development / Changes	60 days	Tue 8/7/18	Mon 10/29/18



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #7

Approve reallocation of budget for professional services contracts for the SH 45 SW Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: None (approx. \$458,000 deduct in professional services)
Funding Source: Project Funds (Previously Allocated)
Action Requested: Consider and act on draft resolution

Summary:

In order to implement the SH 45 SW project, the Mobility Authority executed professional services agreements with Rodriguez Transportation Group (RTG), Jacobs Engineering Group (Jacobs), Kapsch TrafficCom Transportation NA, Inc. (Kapsch), Hicks Environmental (Hicks), and WSP USA (WSP).

Based on realized efficiencies, enhanced ITS initiatives, and some reassignments of responsibilities, staff is requesting a reallocation of committed funds. This reallocation is necessary in order to provide the necessary oversight and support functions to project completion. It includes budget reductions for 2 firms and budget increases for 3 firms. Collectively, this action will reduce the budgeted amount for these services by \$457,978.52, from \$19,228,841.06 to \$18,770,862.54, as summarized below. This net reduction will not change the total project budget. Rather, it will be reflected as an increase in the available project contingency through project closeout.

Firm	Services	Original Amount	Revised Amount	Change
RTG	Engineering Design & Post-Design Construction Phase Support	\$ 6,963,708.00	\$ 7,142,877.91	\$ 179,169.91
Jacobs	Construction Engineering & Inspection	\$ 6,700,469.00	\$ 5,244,569.13	\$ (1,455,899.87)
Kapsch	System Integrator	\$ 2,364,252.06	\$ 2,436,002.06	\$ 71,750.00
Hicks	Independent Environmental Compliance Management	\$ 2,200,412.00	\$ 1,807,916.62	\$ (392,495.38)
WSP	General Engineering Services	\$ 1,000,000.00	\$ 2,139,496.82	\$ 1,139,496.82
			Total	\$ (457,978.52)

The Draft resolution authorizes the Executive Director to negotiate and execute Supplemental Work Authorizations to contractually modify the not-to-exceed amounts with the respective service providers as noted herein.

Backup provided: Draft Resolution
Proposed draft Supplemental Work Authorizations

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

RESOLUTION NO. 18-0XX

**APPROVE REALLOCATION OF BUDGET FOR PROFESSIONAL SERVICES
CONTRACTS FOR THE SH 45 SW PROJECT**

WHEREAS, by Resolution No. 14-080, dated October 29, 2014, the Board authorized and directed the Executive Director to negotiate and execute a professional services contract and Work Authorization No. 1 with Rodriguez Transportation Group, Inc. in an amount not to exceed \$6,963,708.00 for Professional Engineering Design Services for the SH 45 SW Project; and

WHEREAS, by Resolution No. 16-060, dated September 7, 2016, the Board authorized and directed the Executive Director to negotiate and execute a professional services contract and Work Authorization No. 1 with Jacobs Engineering Group, Inc. in an amount not to exceed \$6,700,469.00 for Construction Engineering and Inspection Services for the SH 45 SW Project; and

WHEREAS, by Resolution No. 16-061, dated September 7, 2016, the Board authorized and directed the Executive Director to negotiate and execute a professional services contract and Work Authorization No. 1 with Hicks & Company in an amount not to exceed \$2,200,412.00 for Independent Environmental Compliance Management Services for the SH 45 SW Project; and

WHEREAS, by Resolution No. 16-064, dated September 7, 2016, the Board authorized and directed the Executive Director to negotiate and execute Work Authorization No. 3 for general engineering consultant services with WSP USA in an amount not to exceed \$1,000,000.00 for general project management activities for the SH 45 SW Project; and

WHEREAS, by Resolution No. 17-015, dated March 29, 2017, the Board authorized and directed the Executive Director to negotiate and execute Work Authorization No. 14 for professional services with Kapsch TrafficCom USA in an amount not to exceed \$ 2,364,252.00 for toll system integration services and intelligent transportation services for the SH 45 SW Project; and

WHEREAS, due to realized efficiencies and reassignment of responsibilities, the Executive Director recommends that the Board authorize and direct him to negotiate and execute Supplemental Work Authorizations to contractually modify not to exceed amounts in the previously approved work authorizations and agreements, resulting in an overall reduction in the collective budgeted amount for these services by \$457,978.52; and

WHEREAS, the Executive Director and Rodriguez Transportation Group, Inc. have negotiated Supplement No. 2 to Work Authorization No. 1 increasing the original not to exceed amount of \$6,963,708.00 to \$7,142,877.91 as reflected in the form or substantially the form as attached hereto as Exhibit A; and

WHEREAS, the Executive Director and Jacobs Engineering Group Inc. have negotiated Supplement No. 2 to Work Authorization No. 1 decreasing the original not to exceed amount of \$6,700,469.00 to \$5,244, 569.13 as reflected in the form or substantially the form as attached hereto as Exhibit B; and

WHEREAS, the Executive Director and Hicks & Company have negotiated Supplement No. 1 to Work Authorization No. 1 decreasing the original not to exceed amount of \$2,200,412.00 to \$1,807,916.62 as reflected in the form or substantially the form as attached hereto as Exhibit C; and

WHEREAS, the Executive Director and WSP USA have negotiated Supplement No. 1 to Work Authorization No. 3 increasing the original not to exceed amount of \$1,000,000.00 to \$2,139,496.82 as reflected in the form or substantially the form as attached hereto as Exhibit D; and

WHEREAS, the Executive Director and Kapsch TrafficCom USA, Inc. have negotiated Supplement No. 1 to Work Authorization No. 14 increasing the original not to exceed amount of \$2,364,252.06 to \$2,436,002.06 as reflected in the form or substantially the form as attached hereto as Exhibit E; and

WHEREAS, the Executive Director recommends the amount of \$457,978.52 to be placed into the SH 45 SW project contingency budget.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes and directs the Executive Director to finalize and execute Supplemental Work Authorizations in the form or substantially the same form as attached hereto as Exhibits A thru E to contractually modify the not to exceed amounts as indicated therein and to approve the amount of \$457,978.52 to be placed into the project contingency budget.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

ATTACHEMENT B

WORK AUTHORIZATION SUPPLEMENT

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 1

This Supplement No. 2 to Work Authorization No. 1 dated November 7, 2014, is made on this 25th day July, 2018, under the terms and conditions established in the CONTRACT FOR ENGINEERING SERVICES, executed November 7, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Rodriguez Transportation Group (the "Engineer"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

SH 45 Southwest – Construction Phase Services

PART I. Part I is modified to include the following scope of services:

- Engineer shall perform all design work required for the design of a duct bank for temporary power.

PART II. Part II is modified to increase the maximum amount payable by ONE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED SIXTY-NINE AND 91/100 DOLLARS (\$179,169.91). The revised maximum amount payable is SEVEN MILLION ONE HUNDRED FOURTY TWO THOUSAND EIGHT HUNDRED SEVENTY-SEVEN AND 91/100 DOLLARS (\$7,142,877.91).

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

Engineer: Rodriguez Transportation Group

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date _____

Exhibit B

ATTACHMENT C

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 1
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 September 20, 2016

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

PART II. Part II is modified to decrease the maximum amount payable by ONE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND 87/100 DOLLARS (\$1,455,899.87). The revised maximum amount payable is FIVE MILLION TWO HUNDRED FOURTY-FOUR THOUSAND FIVE HUNDRED SIXTY-NINE AND 13/100 DOLLARS (\$5,244,569.13).

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

Engineer: Jacobs Engineering Group Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit C

ATTACHMENT B

WORK AUTHORIZATION SUPPLEMENT

SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 1

This Supplement No. 1 to Work Authorization No. 1 dated September 26, 2016, is made on this 25th day July, 2018, under the terms and conditions established in the CONTRACT FOR INDEPENDENT ENVIRONMENTAL COMPLIANCE MANAGEMENT (IECM) SERVICES, dated as of September 26, 2016 (the " Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Hicks & Company (the "Consultant" herein referred to as the "IECM"). This Supplemental Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

SH 45 Southwest – Construction Phase Services

PART II. Part II is modified to decrease the maximum amount payable by THREE HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED NINETY-FIVE AND 38/100 DOLLARS (\$392,495.38). The revised maximum amount payable is ONE MILLION EIGHT HUNDRED SEVEN THOUSAND NINE HUNDRED SIXTEEN AND 62/100 DOLLARS (\$1,807,916.62).

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

IECM: Hicks & Company

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit D

EXHIBIT D

WORK AUTHORIZATION SUPPLEMENT

SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 3

This Supplement No. 1 to Work Authorization No. 3 dated September 26, 2016, is made on this 25th day of July, 2018, 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 WSP USA (formerly Parsons Brinckerhoff, Inc.) ("GEC"). This Supplement is made for the following purpose, consistent with the services defined in the Agreement:

SH 45 Southwest – Construction Phase Services

Section C. - Compensation

This Supplement increases the not-to-exceed amount by ONE MILLION ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED NINETY-SIX AND 82/100 DOLLARS (\$1,139,496.82) to a revised not-to-exceed amount of TWO MILLION ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED NINETY-SIX AND 82/100 DOLLARS (\$2,139,496.82).

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: WSP USA

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Exhibit E

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
to
WORK AUTHORIZATION NO.14
TOLL SYSTEM IMPLEMENTATION
STATE HIGHWAY 45 SOUTHWEST PROJECT

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 1 (“SWA No. 1”) TO WORK AUTHORIZATION NO. 14 (“WA No. 14”) is made pursuant to the terms and conditions of Article 1 of the GENERAL PROVISIONS, Attachment A, to the original Contract for Toll System Implementation, dated April 27, 2005 (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the “Authority” or “CTRMA”), and Kapsch TrafficCom USA, Inc. (the “Contractor,” also referred to in attachments to this SWA No. 1 and WA No. 14 as the “System Integrator” or “SI”).

Pursuant to this SWA No. 1, PARTS I and II of WA No. 14 are modified as follows:

PART I. The Scope of Work attached to WA No. 14 as **Attachment A** is amended to include the following additional services:

- All work required to coordinate with the Authority, General Engineering Consultant, and Roadway Contractor to incorporate the use of temporary power connections for the Toll System.
- All work required to coordinate with the Authority, General Engineering Consultant, and Engineer related to the design of enhanced ITS initiatives for the SH 45 SW Project.

PART II. This SWA No. 1 increases the maximum amount payable under this WA No. 14 by SEVENTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$71,750.00). The revised maximum amount payable is TWO MILLION FOUR HUNDRED THIRTY-SIX THOUSAND TWO AND 06/100 DOLLARS (\$2,436,002.06).

IN WITNESS WHEREOF, this Supplemental Work Authorization No. 1 to Work Authorization No. 14 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE CONTRACTOR: Kapsch TrafficCom USA, Inc.

Signature

Date

Typed/Printed Name and Title

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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

Signature

Date

Mike Heiligenstein, Executive Director

Typed/Printed Name and Title



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

June 27, 2018
AGENDA ITEM #8

Approve Personal Services Agreement with
Neal Spelce for Communications
Support Services

Strategic Plan Relevance: Regional Mobility
Department: Communications and Marketing
Contact: Dee Anne Heath, Director of External Affairs
Associated Costs: Not to exceed \$100,000
Funding Source: Operating Fund
Action Requested: Consider and act on draft resolution

Summary:

Pursuant to Section 401.026 of the Mobility Authority Policy Code, the Executive Director must submit justification to the Board for entering into a single source contract. In order to maintain the continuity and level of expertise of the Communications and Marketing efforts, the Executive Director has determined that it is in the best interest of the Mobility Authority to contract directly with Neal Spelce (the Neal Spelce Company) as a single-sourced consultant for approximately one year.

Neal Spelce has been functioning as an integral part of the community and media outreach efforts for CTRMA. He has significant familiarity with the history of Central Texas and key stakeholders throughout the region and will help to develop an overall communications strategy to help educate Central Texans on CTRMA's role in transportation and quality of life solutions.

In addition to the educational initiative, Neal Spelce has been critical to public outreach and media efforts for projects such as 183 South and MoPac South. We anticipate continued community and media efforts on both projects and his experience and expertise provide a consistent, respected and unique perspective.

This agreement would be effective July 1, 2018 and extend through June 30, 2019 at which time we would re-assess communications needs consistent with the future needs of the Mobility Authority.

Backup Provided: Draft Resolution
Draft Personal Services Agreement

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

RESOLUTION NO. 18-0XX

**APPROVING A PERSONAL SERVICES AGREEMENT WITH NEAL SPELCE FOR
COMMUNICATION AND OUTREACH SERVICES**

WHEREAS, the Mobility Authority is currently developing comprehensive communications plans to help educate Central Texans about mobility solutions and how they can improve their quality of life; and

WHEREAS, Neal Spelce has extensive experience and knowledge of communities affected by congestion as well as communities affected by the MoPac Improvement Project, the 183 South Project, the MoPac South Project and other projects and has been a valued contributor to the Mobility Authority's communications and outreach efforts; and

WHEREAS, the Executive Director recommends continuing to engage Neal Spelce for communication and outreach services; and

WHEREAS, the Executive Director and Neal Spelce have agreed to a personal services agreement, with a total compensation in an amount not to exceed \$100,000.00 over a one-year period to end June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED the Executive Director is hereby authorized to finalize and execute a single-source agreement on behalf of the Mobility Authority in the form or substantially the same form as is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED the Board has determined that Neal Spelce possesses the demonstrated competence, knowledge and qualifications to provide communications support and outreach services within the Central Texas region and has offered to provide those services at reasonable fee and within the time limitations required by the Mobility Authority as provided in Section 401.026 of the Policy Code; and

BE IT FURTHER RESOLVED, pursuant to Section 401.0061 of the Policy Code, the Board exempts this personal services agreement from any competitive bidding or competitive proposal requirements that would otherwise be applicable.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

PERSONAL SERVICES AGREEMENT

Date: July 25, 2018
To: Mike Heiligenstein, Executive Director
From: Neal Spelce, d/b/a The Neal Spelce Company
Re: FY 2019-2020 Working Arrangement

Scope of Proposed Work

The Mobility Authority has identified a number of issues where Neal Spelce's communications experience, community involvement, visibility and reputation will be of tremendous value in message development and delivery for CTRMA's program and projects, including CTRMA Educational Campaigns, 183 South, MoPac South, and other projects.

Some examples include coordination with neighborhoods, as well as other areas of concern such as construction impact, sound walls, moving of trees, drainage flow, asbestos removal, bicycle/pedestrian and environmental improvements and understanding of the Mobility Authority's mission and role in the region.

Additionally, and at the request of the Mobility Authority, this may also include proactive measures and/or trouble-shooting to provide a better understanding with the community as well as maintaining a favorable relationship with this affected community and the public at large. Other selected assignments could include presentations, involvement of area public officials and civic organizations, input in public meeting preparations, MoPac Moment videos, It's Time podcasts, and responses to feedback from community members.

Neal Spelce has long advocated working on short-term action with long-term view. This would include, for example, involvement with messaging and strategy on educational and informative advertising and other vehicles for communication to target markets. It could also involve assessing opportunities/needs and impact of future projects (MoPac South, 183 North and 183A Phase III) that are in various stages of planning and development.

Both parties understand the need to be prepared for unforeseen events that might occur during the term of this agreement. Therefore, we place a high priority on the ability to be nimble and react quickly.

Unique Background for this Consultation

Neal has owned and operated a large Austin advertising, marketing and public relations firm, winning national accolades. For decades Neal Spelce was a highly-rated and national award-winning local TV news anchor and has a deep and unique understanding of media and their commitment to reporting information. Neal has also been named Austin's Most Worthy Citizen for his civic involvement that included service as Chair of the Austin Chamber of Commerce, Chair of United Way, Chair of Better Business Bureau, Chair of 15-County Capitol Area Boy Scouts of America, Founder and President of Austin Area Research Foundation (AARO), Chair of Leadership Austin, Chair of American Health and Fitness Foundation, holder of 3 communications degrees from the University of Texas at Austin.

This wide range of experience and community involvement also includes deep and expansive knowledge of Central Texas as exemplified by writing a well-circulated weekly newsletter since 1979 containing insights, perspectives and analysis of business public affairs, growth and development, transportation, real estate, education and environmental issues in the Austin area.

Contractual Terms

I agree to work the agreed upon hours below on behalf of the Mobility Authority, with the understanding that those hours may fluctuate depending upon the Mobility Authority's requests.

This agreement between Neal Spelce and the Mobility Authority shall be effective for the term commencing on August 1, 2018 and terminating on July 31, 2019 with total compensation in an amount not to exceed \$100,000. Payments shall be made based on a monthly retainer in the amount of \$8000 plus approved expenses and any additional charges for project specific work.

The monthly retainer is for a commitment of 10 hours per week, averaged over the preceding period, at a compensation of \$200 per hour for a total of \$8,000 per calendar month. Starting August 28, 2018, and on the 28th day of each following month through July 2019, I will provide the Mobility Authority with an invoice that describes the services I provided to Mobility Authority (project specific work separated from general CTRMA work) and noting the date and amount of time devoted to those services for the period covered by the invoice.

This agreement is intended to be effective on August 1, 2018, with the first retainer (for all services provided after August 1, 2018 and before August 30, 2018) to be invoiced on August 31, 2018. The remaining monthly retainers will be invoiced on the 29th day of each following month through July 2019.

In addition to the retainer payments, the Mobility Authority agrees to reimburse expenses that may be incurred by Neal Spelce on behalf of the Mobility Authority when the proposed expense is approved by the Mobility Authority in writing before the expense is incurred. Also, the Mobility Authority agrees to pay Neal Spelce for project specific work when the proposed project specific work is approved by the Mobility Authority before the work is initiated. Any specific project work would also be billed at the \$200 hourly rate.

This agreement may be terminated by Neal Spelce or the Mobility Authority at any time for convenience by written notice to the other party, with the retainer to be prorated as necessary and paid as of that termination date, together with any approved expenses that have been incurred but not reimbursed.

Mike Heiligenstein, Executive Director

Neal Spelce
d/b/a The Neal Spelce Company



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #9

Approve minutes from the June 27, 2018
Regular Board Meeting

Strategic Plan Relevance: Regional Mobility
Department: Legal
Contact: Geoffrey Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on motion to approve minutes

Summary:

Approve the attached draft minutes for the June 27, 2018 Regular Board Meeting.

Backup provided: Draft minutes, June 27, 2018 Regular Board Meeting

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, June 27, 2018

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted June 21, 2018 at the respective County Court Houses of Williamson and Travis Counties; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

An archived copy of the live-streamed video of this meeting is available at:

<https://mobilityauthority.swagit.com/play/06272018-709>

1. Welcome and opening remarks by the Chairman and the members of the Board of Directors.

After noting that a quorum of the Board was present, Chairman Wilkerson called the meeting to order at 9:01 a.m. with the following Board members present: David Armbrust, Mark Ayotte, John Langmore, Frank Leffingwell, and Nikelle Meade.

2. Opportunity for public comment.

Sharon Blythe, Advocate, Austin Memorial Park Cemetery provided comment.

Regular Board Items

3. Approve the minutes from the May 30, 2018 Regular Board Meeting.

MOTION: Approval for the May 30, 2018 meeting minutes.

RESULT: Approved (Unanimous); 6-0

MOTION BY: Mark Ayotte

SECONDED BY: Frank Leffingwell

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

4. Accept the financial statements for May 2018.

Presentation by Mary Temple, Controller and Tracie Brown, Director of Operations answered Board Member Langmore's questions.

MOTION: Accept the financial statements for May 2018.

RESULT: Approved (Unanimous); 6-0

MOTION BY: John Langmore

SECONDED BY: Nikelle Meade

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

ADOPTED AS: Resolution No. 18-019

5. Discuss and consider adoption of the 2018 Strategic Plan.

Presentation by Jori Hayter, Communications Manager.

MOTION: Adopt the 2018 Strategic Plan.

RESULT: Approved (Unanimous); 6-0

MOTION BY: John Langmore

SECONDED BY: Frank Leffingwell

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

ADOPTED AS: Resolution No. 18-020

6. Discuss and consider adoption of the 2019 Operating Budget.

Presentation by Bill Chapman, Chief Financial Officer and Mary Temple, Controller and Greg Mack, Assistant Director of IT and Toll Systems answered board members' questions.

MOTION: Adopt the 2019 Operating Budget.

RESULT: Approved (Unanimous); 6-0

MOTION BY: Nikelle Meade

SECONDED BY: Frank Leffingwell

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

ADOPTED AS: Resolution No. 18-021

7. Award a contract for construction engineering and inspection services for the Manor Expressway (290E) Phase III Project.

Presentation by Justin Word, P.E., Director of Engineering.

MOTION: Award a contract for construction engineering and inspection services for the Manor Expressway (290E) Phase III Project.

RESULT: Approved (Unanimous); 6-0

MOTION BY: John Langmore

SECONDED BY: Mark Ayotte

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

ADOPTED AS: Resolution No. 18-022

8. Consider and take appropriate action on a resolution in support of the Kramer Station relocation by Capital Metro and authorization for negotiation of possible financial and development support.

Presentation by Mike Heiligenstein, Executive Director and Jeff Dailey, Deputy Executive Director. Todd Hemingson, VP Strategic Planning & Development, Capital Metro and Brian Cassidy, Locke Lord answered Board Members' questions.

Capital Metro, Charles Schwab and Brandywine Realty Trust are working together in a public private partnership to relocate the existing Kramer Station ½ mile north to the Broadmoor Development and Schwab campus area. CapMetro is applying to the USDOT for a BUILD grant to cover approximately 46% of the project cost. Brandywine has inquired about potential CTRMA participation in the project if the necessary funding is not obtained through the grant.

Executive Director Heiligenstein introduced the item by briefing the Board on the initial meeting between himself, Chairman Wilkerson and Brandywine. He indicated that the project includes significant transportation benefits, is supported by the community and is worthy of CTRMA support. In alignment with the agency's strategic plan, Executive Director Heiligenstein supported CTRMA's role to investigate opportunities such as this that benefit the community but made clear to Brandywine that any funding from CTRMA would be subject to repayment.

Board Member Langmore discussed certain elements Capital Metro development plan with Todd Hemingson. Mr. Hemingson described Capital Metro's participation in the project as the provider of rail service, discussed the construction of a plaza to support a new park and ride facility as well as additional bus service in the area, and provided information about the BUILD grant application.

Board Member Langmore questioned CTRMA's role as a potential lender. Executive Director Heiligenstein, Deputy Director Dailey and Brian Cassidy explained that CTRMA would not act as a traditional lender but that other opportunities may be available such as direct participation as the design builder for the project, funding of project costs through a tax reinvestment zone if set up by the city, or reimbursement of CTRMA costs through development fees. Mr. Cassidy also clarified that any CTRMA involvement would be through participation in a transportation project and not by acting as traditional bank or financial institution.

General Counsel Geoff Petrov explained that Board approval would provide for CTRMA support of Capital Metro's Build grant application and authorize staff to negotiate terms for participation in the project subject to repayment of any CTRMA funding, but would require any potential agreement related to project funding or other work to be performed by CTRMA to be brought back to the Board for consideration and approval.

Chairman Wilkerson emphasized that CTRMA's purpose is not limited to building roads and should be open to other mobility options. Chairman Wilkerson stated: "...we are extraordinarily clear that there would have to be a revenue stream to cover us. The one thing that was interesting that we have to keep in mind, is that we're not just a pavement company, we are also enabling for any kind of congestion [relief] or moving traffic in anyway, this had the Park and Ride part of it, and it would take some relief off of MoPac, and some other areas, because this would create a much more accessible situation, and quite honestly it would be in partnership and working with our good friends at Cap Metro who...there are some good ways we should be involved the marketplace. So, we were quite clear that we could not do a grant, nor a gift, or anything else, so that's very clear. But I do think it's worth considering, and we should be open to anyone who comes to us that finds any way that needs traffic solutions in Central Texas. That's what our enabling legislation is – we are not a toll road company. So I think there are some ways to branch out that we should be more open to, to suggestions like this.

MOTION: Support for Kramer Station relocation by CapMetro and authorization for possible financial and development support.

RESULT: Approved (4-0); Armbrust and Meade abstained

MOTION BY: Mark Ayotte

SECONDED BY: Frank Leffingwell

AYE: Wilkerson, Langmore, Ayotte, Leffingwell

NAY: None.

ABSTAIN: Armbrust, Meade

ADOPTED AS: Resolution No. 18-023

Briefings and Reports

9. Executive Director Report

A. Status report on Winsted Lane and MoPac.

Presentation by Justin Word, P.E., Director of Engineering

B. Status Report on 183A Brushy Creek and RM 1431 Trip Options

Presentation by Justin Word, P.E., Director of Engineering

C. InterCity visit to Atlanta, October 28 –30, 2018

Presentation by Mike Heiligenstein, Executive Director.

Executive Session Pursuant to Government Code, Chapter 551

Chairman Wilkerson announced in open session at 11:44 a.m. that the Board would recess the open meeting and reconvene in Executive Session to deliberate the following items:

- 10.** Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) Project and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property; Closed Meeting) and §551.071 (Consultation With Attorney; Closed Meeting).
- 11.** Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).
- 12.** Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
- 13.** Discuss personnel matters as authorized by §551.074 (Personnel Matters).

After completing the executive session, the Board reconvened in open meeting at 12:09 p.m.

- 14. Consideration of the use of eminent domain to condemn property:** Declare a public necessity to acquire the following described parcels of land, or interests therein, for the 183 South (Bergstrom Expressway) Project; and with respect to each such parcel or interest therein, authorize any of the following actions: (i) acquisition through negotiation

or by the use of eminent domain to condemn the parcel or interest therein; (ii) execution of a contract to purchase, and (ii) execution of a possession and use agreement:

- A. Parcel E23E of the 183 South (Bergstrom Expressway) Project, an easement taking of 0.090 acres, from approximately 3.76 acres of real estate, owned by **Icon 811-827 Interchange Boulevard Owner Pool 2, LLC, a Delaware Limited Liability Company**, and located at 811 Interchange Boulevard, Austin, Travis County, Texas on the west side of 183S.

MOTION: Authorize the use of the power of eminent domain to acquire an easement interest of a 0.090 acres, from approximately 3.76 acres of real estate, owned by **Icon 811-827 Interchange Boulevard Owner Pool 2, LLC, a Delaware Limited Liability Company**, and located at 811 Interchange Boulevard, Austin, Travis County, Texas on the west side of 183S.

RESULT: Approved (Unanimous); 6-0

MOTION BY: Nikelle Meade

SECONDED BY: John Langmore

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

ADOPTED AS: Resolution No. 18-024

- B. Parcel E24 of the 183 South (Bergstrom Expressway) Project, an easement taking of 0.125 acres, from 8.05 acres of real estate, owned by **Icon IPC TX Property Owner Pool 6 Austin, LLC, a Delaware Limited Liability Company**, and located at 800 Interchange Boulevard, Austin, Travis County, Texas on the west side of 183S.

MOTION: Authorize the use of the power of eminent domain to acquire an easement interest of 0.125 acres, from 8.05 acres of real estate, owned by **Icon IPC TX Property Owner Pool 6 Austin, LLC, a Delaware Limited Liability Company**, and located at 800 Interchange Boulevard, Austin, Travis County, Texas on the west side of 183S.

RESULT: Approved (Unanimous); 6-0

MOTION BY: Nikelle Meade

SECONDED BY: Mark Ayotte

AYE: Wilkerson, Armbrust, Ayotte, Langmore, Leffingwell, Meade

NAY: None.

ADOPTED AS: Resolution No. 18-025

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 12:13 p.m.

15. Adjourn Meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #10

Accept the unaudited financial statements
for June 2018

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

Presentation and acceptance of the monthly financial statements for June 2018, the unaudited version.

Backup provided: Draft unaudited financial statements for June 2018
Draft Resolution

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

RESOLUTION NO. 18-0XX

ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR JUNE 2018

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 June 2018, and has caused unaudited 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 unaudited Financial Statements for June 2018, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending June 30, 2018
Unaudited

	Budget Amount FY 2018	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	61,069,539	69,704,827	114.14%	54,727,774
Video Tolls	14,377,753	15,331,454	106.63%	14,847,698
Fee Revenue	6,022,247	5,314,367	88.25%	6,075,891
Total Operating Revenue	81,469,539	90,350,647	110.90%	75,651,363
Other Revenue				
Interest Income	950,000	2,541,537	267.53%	1,005,694
Grant Revenue	720,000	16,220,946	2252.91%	33,502,479
Reimbursed Expenditures	314,280	11	0.00%	207,873
Misc Revenue	5,500	1,339	24.35%	6,010
Total Other Revenue	1,989,780	18,763,833	943.01%	34,722,055
TOTAL REVENUE	\$83,459,319	\$109,114,480	130.74%	110,373,418
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	3,520,456	3,723,507	105.77%	3,191,700
Salary Reserve	80,000	-	-	-
TCDRS	515,649	493,649	95.73%	467,544
FICA	165,251	164,960	99.82%	147,507
FICA MED	55,277	52,184	94.40%	46,089
Health Insurance Expense	396,258	342,410	86.41%	339,810
Life Insurance Expense	32,942	7,448	22.61%	7,478
Auto Allowance Expense	10,200	10,625	104.17%	10,200
Other Benefits	153,197	130,611	85.26%	201,689
Unemployment Taxes	19,950	4,233	21.22%	4,237
Total Salaries and Benefits	4,949,181	4,929,627	99.60%	4,416,254

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending June 30, 2018
Unaudited

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	10,000	8,062	80.62%	7,723
Auditing	100,000	72,000	72.00%	98,880
Human Resources	15,000	30,010	200.07%	15,555
Legal	-	28,983	-	-
IT Services	103,500	129,288	124.92%	82,307
Internet	4,125	4,756	115.30%	1,893
Software Licenses	49,800	32,506	65.27%	69,101
Cell Phones	18,500	17,035	92.08%	17,388
Local Telephone Service	2,000	12,414	620.69%	15,718
Overnight Delivery Services	850	685	80.59%	109
Local Delivery Services	600	23	3.90%	-
Copy Machine	17,000	14,226	83.68%	15,067
Repair & Maintenance-General	2,500	5,416	216.66%	3,625
Community Meeting/ Events	2,000	-	-	25
Meeting Expense	15,000	7,831	52.21%	16,281
Public Notices	100	25	25.00%	25
Toll Tag Expense	3,150	2,987	94.84%	1,570
Parking	4,200	704	16.77%	1,601
Mileage Reimbursement	11,200	5,473	48.86%	4,892
Insurance Expense	150,000	175,360	116.91%	148,390
Rent Expense	515,000	527,968	102.52%	544,164
Legal Services	288,000	248,450	86.27%	230,454
Total Administrative and Office Expenses	1,312,525	1,324,203	100.89%	1,274,768
Office Supplies				
Books & Publications	6,000	4,381	73.01%	2,967
Office Supplies	19,900	11,624	58.41%	15,672
Computer Supplies	46,800	12,538	26.79%	37,901
Copy Supplies	1,000	1,488	148.76%	1,633
Other Reports-Printing	8,000	-	-	6,054
Office Supplies-Printed	1,000	1,833	183.25%	1,097
Misc Materials & Supplies	2,750	-	-	1,153
Postage Expense	900	384	42.65%	520
Total Office Supplies	86,350	32,247	37.34%	66,997

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending June 30, 2018
Unaudited

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
Communications and Public Relations				
Graphic Design Services	35,000	19,804	56.58%	6,625
Website Maintenance	130,000	35,891	27.61%	153,981
Research Services	110,000	179,589	163.26%	88,518
Communications and Marketing	400,000	181,729	45.43%	355,720
Advertising Expense	330,000	484,009	146.67%	247,449
Direct Mail	10,000	726	7.26%	-
Video Production	31,000	8,913	28.75%	93,443
Photography	11,000	5,857	53.24%	3,701
Radio	10,000	12,194	121.94%	68,795
Other Public Relations	20,000	38,448	192.24%	15,000
Promotional Items	20,000	163	0.81%	7,293
Displays	5,000	2,124	42.48%	-
Direct Mail Printing	6,500	-	-	-
Other Communication Expenses	50,500	53,759	106.45%	2,764
Total Communications and Public Relations	1,169,000	1,023,206	87.53%	1,043,288
Employee Development				
Subscriptions	3,200	1,559	48.72%	1,965
Agency Memberships	51,250	37,287	72.76%	36,127
Continuing Education	10,500	874	8.32%	135
Professional Development	4,000	11,314	282.85%	-
Other Licenses	1,750	248	14.17%	632
Seminars and Conferences	42,500	20,382	47.96%	26,358
Travel	97,000	53,002	54.64%	59,796
Total Employee Development	210,200	124,666	59.31%	125,013
Financing and Banking Fees				
Trustee Fees	30,000	38,188	127.29%	40,551
Bank Fee Expense	6,500	5,059	77.84%	5,788
Continuing Disclosure	10,000	9,812	98.12%	10,191
Arbitrage Rebate Calculation	8,000	8,355	104.44%	7,160
Rating Agency Expense	30,000	15,500	51.67%	15,000
Total Financing and Banking Fees	84,500	76,913	91.02%	78,691
Total Administrative	2,862,575	2,581,234	90.17%	2,588,757

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending June 30, 2018
Unaudited

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	155,000	120,473	77.72%	97,550
GEC-Financial Planning Support	50,000	-	-	750
GEC-Toll Ops Support	20,000	3,109	15.54%	29,735
GEC-Roadway Ops Support	410,000	565,026	137.81%	619,584
GEC-Technology Support	60,000	2,106	3.51%	19,197
GEC-Public Information Support	-	178,799	-	173,277
GEC-General Support	800,000	1,275,205	159.40%	1,027,678
General System Consultant	170,000	335,063	197.10%	173,140
Traffic Modeling	-	373,843	-	-
Traffic and Revenue Consultant	95,000	212,721	223.92%	148,376
Total Operations and Maintenance Consulting	1,760,000	2,692,501	152.98%	2,289,287
Roadway Operations and Maintenance				
Roadway Maintenance	5,007,401	2,796,770	55.85%	3,161,191
Landscape Maintenance	2,500	129	5.16%	20
Signal & Illumination Maint	5,000	12,554	251.09%	25,041
Maintenance Supplies-Roadway	5,500	91,020	1654.91%	880
Tools & Equipment Expense	1,000	346	34.61%	399
Gasoline	13,700	14,379	104.96%	8,547
Repair & Maintenance-Vehicles	5,000	4,170	83.40%	2,973
Roadway Operations	-	24,110	-	-
Electricity - Roadways	200,000	147,517	73.76%	154,830
Total Roadway Operations and Maintenance	5,240,101	3,090,996	58.99%	3,353,881
Toll Processing and Collection Expense				
Image Processing	1,563,594	1,971,292	126.07%	1,425,936
Tag Collection Fees	4,100,826	7,005,211	170.82%	3,989,106
Court Enforcement Costs	40,000	31,875	79.69%	16,091
DMV Lookup Fees	1,000	435	43.50%	485
Total Processing and Collection Expense	5,705,420	9,008,814	157.90%	5,431,617

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending June 30, 2018
Unaudited

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
Toll Operations Expense				
Facility maintenance	-	-	-	30
Generator Fuel	5,000	382	7.64%	800
Fire and Burglar Alarm	500	493	98.70%	400
Refuse	1,700	1,255	73.83%	1,321
Telecommunications	120,000	67,094	55.91%	57,762
Water - Irrigation	22,000	4,777	21.72%	14,281
Electricity	2,500	1,527	61.07%	1,990
ETC spare parts expense	20,000	-	-	-
Repair & Maintenance Toll Equip	5,000	-	-	11,928
Law Enforcement	275,000	331,993	120.72%	228,570
ETC Maintenance Contract	1,755,098	1,820,568	103.73%	1,273,381
ETC Toll Management Center System Operation	294,588	1,364	0.46%	73,647
ETC Development	500,000	89,970	17.99%	-
ETC Testing	25,000	-	-	-
Total Toll Operations Expense	3,026,386	2,319,424	76.64%	1,664,111
Total Operations and Maintenance	15,731,907	17,111,735	108.77%	12,738,895
Other Expenses				
Special Projects and Contingencies				
HERO	720,000	576,280	80.04%	1,365,143
Special Projects	113,000	-	-	628,178
71 Express Net Revenue Payment	2,280,600	3,658,846	160.43%	650,998
Other Contractual Svcs	150,000	124,163	82.78%	103,035
Contingency	250,000	828	0.33%	25,062
Total Special Projects and Contingencies	3,513,600	4,360,117	124.09%	2,772,415

Central Texas Regional Mobility Authority
Income Statement
For the Period Ending June 30, 2018
Unaudited

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
Non Cash Expenses				
Amortization Expense	385,000	508,027	131.96%	389,072
Amort Expense - Refund Savings	1,034,000	1,037,195	100.31%	1,032,735
Dep Exp- Furniture & Fixtures	2,620	2,614	99.76%	2,478
Dep Expense - Equipment	16,050	16,756	104.40%	15,501
Dep Expense - Autos & Trucks	19,312	20,826	107.84%	11,541
Dep Expense-Buildng & Toll Fac	177,115	176,840	99.84%	177,115
Dep Expense-Highways & Bridges	18,048,333	21,191,589	117.42%	17,459,980
Dep Expense-Communic Equip	196,115	-	-	179,772
Dep Expense-Toll Equipment	2,756,238	2,471,981	89.69%	2,639,079
Dep Expense - Signs	325,900	325,893	100.00%	325,893
Dep Expense-Land Improvemts	884,934	884,934	100.00%	884,934
Depreciation Expense-Computers	13,210	18,034	136.51%	13,706
Total Non Cash Expenses	23,858,827	26,654,689	111.72%	23,131,805
Total Other Expenses				
	27,372,427	31,014,806	113.31%	25,904,220
Non Operating Expenses				
Bond issuance expense	1,450,000	226,753	15.64%	1,358,618
Interest Expense	38,074,354	31,780,408	83.47%	30,916,362
Community Initiatives	100,000	56,000	56.00%	320,487
Total Non Operating Expenses	39,624,354	32,063,161	80.92%	32,595,467
TOTAL EXPENSES	\$90,540,444	\$87,700,563	96.86%	\$78,243,593
Net Income	(\$7,081,125)	\$21,413,918		32,129,825

Central Texas Regional Mobility Authority
Balance Sheet
as of June 30, 2018
Unaudited

	as of 06/30/2018		as of 06/30/2017	
ASSETS				
Current Assets				
Cash				
Regions Operating Account	\$ 207,514		\$ 568,173	
Cash in TexStar	176,847		555,990	
Regions Payroll Account	17,239		163,250	
Restricted Cash				
Goldman Sachs FSGF 465	168,743,539		200,357,463	
Restricted Cash - TexSTAR	127,797,970		169,407,160	
Overpayments account	202,453		171,888	
Total Cash and Cash Equivalents		297,145,563		371,223,923
Accounts Receivable				
Accounts Receivable	-		806,562	
Due From Other Agencies	4,587		-	
Due From TTA	788,976		543,096	
Due From NTTA	671,737		917,173	
Due From HCTRA	885,199		833,196	
Due From TxDOT	750,600		13,983,903	
Interest Receivable	192,484		325,529	
Total Receivables		3,293,583		17,409,459
Short Term Investments				
Agencies	84,914,738		125,567,230	
Total Short Term Investments		84,914,738		125,567,230
Total Current Assets		385,353,884		514,200,613
Total Construction in Progress		784,984,285		555,833,091
Fixed Assets (Net of Depreciation and Amortization)				
Computer	30,133		26,566	
Computer Software	981,603		1,368,677	
Furniture and Fixtures	12,633		15,246	
Equipment	19,372		(2,521)	
Autos and Trucks	59,518		50,458	
Buildings and Toll Facilities	5,113,699		5,290,539	
Highways and Bridges	743,328,068		764,519,657	
Communication Equipment	-		38,649	
Toll Equipment	13,621,168		15,989,995	
Signs	10,636,469		10,930,462	
Land Improvements	9,739,005		10,623,939	
Right of way	88,149,606		88,148,106	
Leasehold Improvements	135,456		148,876	
Total Fixed Assets		871,826,729		897,148,649
Other Assets				
Intangible Assets-Net	103,478,202		104,528,643	
2005 Bond Insurance Costs	4,287,957		4,501,466	
Prepaid Insurance	46,518		37,999	
Deferred Outflows (pension related)	711,563		711,563	
Pension Asset	355,139		355,139	
Total Other Assets		108,879,380		110,134,809
Total Assets		\$ 2,151,044,278		\$ 2,077,317,163

Central Texas Regional Mobility Authority
Balance Sheet
as of June 30, 2018
Unaudited

	as of 06/30/2018	as of 06/30/2017
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 3,715,568	\$ 31,145,239
Construction Payable	2,368,029	218,439
Overpayments	205,278	174,457
Interest Payable	25,942,463	25,975,163
Deferred Compensation Payable	10,761	(1)
TCDRS Payable	85,557	55,060
Medical Reimbursement Payable	-	1,585
Due to other Agencies	2,018,944	-
Due to TTA	1,505,464	-
Due to NTTA	107,895	52,294
Due to HCTRA	67,631	40,000
Due to Other Entities	2,132,896	6,385,973
71E TxDOT Obligation - ST	1,570,166	650,998
Total Current Liabilities	39,730,650	64,699,208
Long Term Liabilities		
Compensated Absences	282,775	182,441
Deferred Inflows (pension related)	286,449	286,449
Long Term Payables	569,224	468,891
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	73,558,022	68,886,847
Senior Lien Revenue Bonds 2011	15,423,288	14,498,122
Senior Refunding Bonds 2013	139,885,000	143,685,000
Senior Lien Revenue Bonds 2015	298,790,000	298,790,000
Senior Lien Put Bnd 2015	68,785,000	68,785,000
Senior Lien Refunding Revenue Bonds 2016	358,030,000	358,030,000
Sn Lien Rev Bnd Prem/Disc 2013	8,100,777	10,030,039
Sn Lien Revenue Bnd Prem 2015	20,777,349	21,973,854
Sn Lien Put Bnd Prem 2015	3,726,157	5,589,461
Senior lien premium 2016 revenue bonds	51,697,634	56,017,883
Total Senior Lien Revenue Bonds	1,038,773,227	1,046,286,206
Sub Lien Revenue Bonds:		
Sub Refunding Bnds 2013	100,530,000	101,530,000
Sub Debt Refunding Bonds 2016	74,305,000	74,690,000
Sub Refunding 2013 Prem/Disc	1,832,773	2,325,132
Sub Refunding 2016 Prem/Disc	9,155,305	10,024,548
Total Sub Lien Revenue Bonds	185,823,078	188,569,680
Other Obligations		
TIFIA note 2015	51,912,351	52,531
SIB loan 2015	31,752,055	30,518,853
State Highway Fund Loan 2015	31,752,085	30,518,853
State 45SW Loan	22,080,000	-
2013 American Bank Loan	-	3,570,000
71E TxDOT Obligation - LT	65,000,000	65,000,000
Regions 2017 MoPAC Note	17,000,000	-
Total Other Obligations	219,496,490	129,660,237
Total Long Term Liabilities	1,444,662,019	1,364,985,014
Total Liabilities	1,484,392,669	1,429,684,221
NET ASSETS		
Contributed Capital	136,725,550	136,725,550
Net Assets Beginning	508,885,985	478,699,259
Current Year Operations	21,040,075	32,208,133
Total Net Assets	666,651,609	647,632,942
Total Liabilities and Net Assets	\$ 2,151,044,278	\$ 2,077,317,163

Central Texas Regional Mobility Authority
Statement of Cash Flow
as of June 30, 2018
Unaudited

Cash flows from operating activities:

Receipts from toll fees	\$	91,135,583
Receipts from other fees		1,350
Receipts from interest income		133,045
Payments to vendors		(24,472,784)
Payments to employees		(4,789,621)
Net cash flows provided by (used in) operating activities		62,007,573

Cash flows from capital and related financing activities:

Proceeds from notes payable		90,939,820
Receipts from Department of Transportation		29,454,250
Payments on principal		(8,370,000)
Interest payments		(50,627,836)
Acquisition of capital assets		(29,886)
Acquisitions of construction in progress		(240,645,921)
Net cash flows provided by (used in) capital and related financing activities		(179,279,573)

Cash flows from investing activities:

Interest income		2,541,537
Purchase of investments		(178,524,435)
Proceeds from sale or maturity of investments		261,164,872
Net cash flows provided by (used in) investing activities		85,181,974
Net increase (decrease) in cash and cash equivalents		(32,090,026)
Cash and cash equivalents at beginning of period		201,260,772
Cash and cash equivalents at end of period	\$	169,170,746

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

Operating income		\$ 35,729,784
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		25,617,494
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		887,159
(Increase) decrease in prepaid expenses and other assets		(8,519)
(Decrease) increase in accounts payable		873,382
Increase (decrease) in accrued expenses		(1,091,727)
Total adjustments		26,277,790
Net cash flows provided by (used in) operating activities	\$	62,007,573

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents		\$ 427,207
Restricted cash and cash equivalents		168,743,539
Total	\$	169,170,746

INVESTMENTS by FUND

		Balance June 30, 2018	
Renewal & Replacement Fund			
TexSTAR	512,811.77		TexSTAR 126,599,255.88
Goldman Sachs	87,907.00		Goldman Sachs 164,330,801.60
Agencies		600,718.77	Agencies & Treasury Notes 84,914,737.65
Grant Fund			\$ 375,844,795.13
TexSTAR	9,228,557.07		
Goldman Sachs	481,439.28		
Agencies		9,709,996.35	
Senior Debt Service Reserve Fund			
TexSTAR	5,771,861.43		
Goldman Sachs	25,431,902.28		
Agencies	49,937,092.45	81,140,856.16	
2010 Senior Lien DSF			
Goldman Sachs	903,215.78		
TexSTAR		903,215.78	
2011 Debt Service Acct			
Goldman Sachs	761,005.51	761,005.51	
2013 Sr Debt Service Acct			
Goldman Sachs	5,251,354.97	5,251,354.97	
2013 Sub Debt Service Account			
Goldman Sachs	3,046,469.59	3,046,469.59	
2015 Sr Capitalized Interest			
Goldman Sachs	3,827.60	46,552,959.73	
TexSTAR	46,549,132.13		
2015A Debt Service Account			
Goldman Sachs	3.30	3.30	
2015B Debt Service Account			
Goldman Sachs	1,724,263.35	1,724,263.35	
2016 Sr Lien Rev Refunding Debt Service Account			
Goldman Sachs	8,755,140.57	8,755,140.57	
2016 Sub Lien Rev Refunding Debt Service Account			
Goldman Sachs	1,884,660.47	1,884,660.47	
2016 Sub Lein Rev Refunding DSR			
Goldman Sachs	6,729,020.77	6,729,020.77	
Operating Fund			
TexSTAR	176,846.79		
TexSTAR-Trustee	145,494.34		
Goldman Sachs	24,750.00	347,091.13	
Revenue Fund			
Goldman Sachs	4,373,087.92	4,373,087.92	
General Fund			
TexSTAR	25,457,456.56		
Goldman Sachs	40,414,176.68		
2013 Sub Debt Service Reserve Fund			
TexSTAR	5,091,304.14		
Goldman Sachs	3,518,722.12		
Agencies		8,610,026.26	
71E Revenue Fund			
Goldman Sachs	3,855,890.89	3,855,890.89	
MoPac Revenue Fund			
Goldman Sachs	36,986.04	36,986.04	
MoPac Construction Fund			
Goldman Sachs	15,986,657.45	15,986,657.45	
MoPac General Fund			
Goldman Sachs	-		
MoPac Operating Fund			
Goldman Sachs	73,627.01		
MoPac Loan Repayment Fund			
Goldman Sachs	-		
2015B Project Account			
Goldman Sachs	13,059,885.53		
Agencies	20,028,109.49	40,773,251.26	
TexSTAR	7,685,256.24		
2015A Project Account			
TexSTAR			
Goldman Sachs	0.04	0.04	
2015 TIFIA Project Account			
Goldman Sachs	27,011,519.11		
Agencies	14,949,535.71	41,961,054.82	
2015 State Highway Fund Project Account			
Goldman Sachs	215.50	215.50	
2015 SIB Project Account			
TexSTAR	5,485,415.79		
Goldman Sachs	43,449.57	5,528,865.36	
2011 Sr Financial Assistance Fund			
Goldman Sachs	4.14	20,495,123.76	
TexSTAR	20,495,119.62		
45SW Project Fund			
Goldman Sachs	7,530.65	7,530.65	
45SW Trust Account Travis County			
Goldman Sachs	864,088.48	864,088.48	
		<u>\$ 309,899,534.88</u>	

CTRMA INVESTMENT REPORT

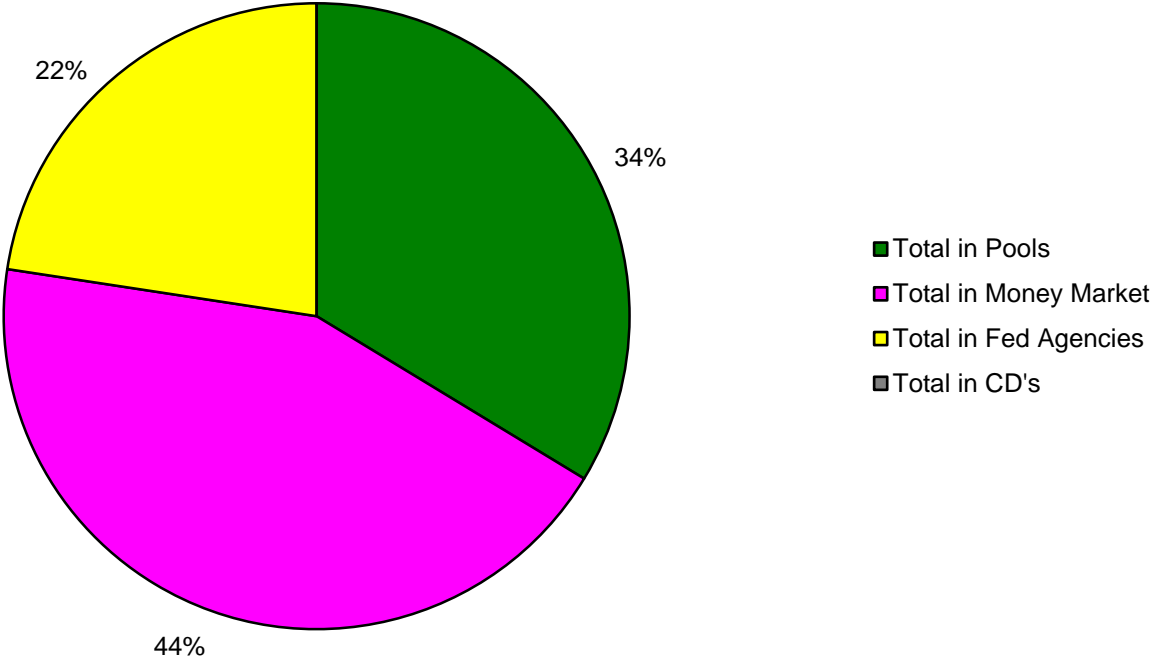
	Month Ending 06/30/18					Rate June	
	Balance 6/1/2018	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 6/30/2018
Amount in Trustee TexStar							
2011 Sr Lien Financial Assist Fund	20,464,336.39			30,783.23		20,495,119.62	1.8300%
2013 Sub Lien Debt Service Reserve General Fund	5,083,657.08 25,419,220.01			7,647.06 38,236.55		5,091,304.14 25,457,456.56	1.8300% 1.8300%
Trustee Operating Fund	393,469.32	1,626,190.02		835.00	1,875,000.00	145,494.34	1.8300%
Renewal and Replacement Grant Fund	512,041.53 9,214,695.96			770.24 13,861.11		512,811.77 9,228,557.07	1.8300% 1.8300%
Senior Lien Debt Service Reserve Fund	5,763,192.21			8,669.22		5,771,861.43	1.8300%
2015A Sr Ln Project Cap Interest	46,479,216.35			69,915.78		46,549,132.13	1.8300%
2015B Sr Ln Project	7,673,713.16			11,543.08		7,685,256.24	1.8300%
2015E SIB Project Account	14,174,965.42			10,450.37	8,700,000.00	5,485,415.79	1.8300%
	135,178,507.43	1,626,190.02		192,711.64	10,575,000.00	126,422,409.09	
Amount in TexStar Operating Fund							
	251,521.22	1,875,000.00		325.57	1,950,000.00	176,846.79	1.8300%
Goldman Sachs							
Operating Fund	0.00	1,650,940.00		0.02	1,626,190.02	24,750.00	1.740%
45SW Trust Account Travis County	863,350.97			1,194.98	457.47	864,088.48	1.740%
45SW Project Fund	3,698,438.32			8,773.10	3,699,680.77	7,530.65	1.740%
2015A Project Account	0.00			0.04		0.04	1.740%
2015B Project Account	13,041,045.35			18,840.18		13,059,885.53	1.740%
2015D State Highway Fund Project Acct	0.00	0.00		215.50		215.50	1.740%
2015C TIFIA Project Account	36,611,540.88			51,846.76	9,651,868.53	27,011,519.11	1.740%
2015E SIB Project Account	933,566.90	8,700,000.00		1,167.69	9,591,285.02	43,449.57	1.740%
2011 Sr Financial Assistance Fund	4.13			0.01		4.14	1.740%
2010 Senior DSF	752,298.64	149,976.11		941.03		903,215.78	1.740%
2011 Senior Lien Debt Service Acct	759,954.21			1,051.30		761,005.51	1.740%
2013 Senior Lien Debt Service Acct	4,376,860.26	869,017.46		5,477.25		5,251,354.97	1.740%
2013 Subordinate Debt Service Acct	2,538,606.58	504,686.61		3,176.40		3,046,469.59	1.740%
2015 Sr Capitalized Interest	3,822.31			5.29		3,827.60	1.740%
2015A Debt Service Acct	3.30					3.30	1.740%
2015B Debt Service Acct	1,436,594.55	285,871.46		1,797.34		1,724,263.35	1.740%
2016 Sr Lien Rev Refunding Debt Service Account	7,769,552.10	975,488.63		10,099.84		8,755,140.57	1.740%
2016 Sub Lien Rev Refunding Debt Service Account	1,570,384.57	312,311.05		1,964.85		1,884,660.47	1.740%
2016 Sub Lein Rev Refunding DSR Grant Fund	1,698,546.05 480,774.19	5,000,000.00		30,474.72 665.09		6,729,020.77 481,439.28	1.740% 1.740%
Renewal and Replacement	190,797.46			263.94	103,154.40	87,907.00	1.740%
Revenue Fund	3,465,492.77	10,699,443.10		6,959.94	9,798,807.89	4,373,087.92	1.740%
General Fund	37,204,554.15	4,391,137.33		50,011.96	1,231,526.76	40,414,176.68	1.740%
Senior Lien Debt Service Reserve Fund	208,196.18	25,221,875.00		1,831.10		25,431,902.28	1.740%
71E Revenue Fund	3,176,287.32	690,764.83		3,838.74	15,000.00	3,855,890.89	1.740%
2013 Sub Debt Service Reserve Fund	3,513,861.14			4,860.98		3,518,722.12	1.740%
MoPac Revenue Fund	41,659.15	162,419.52		179.26	167,271.89	36,986.04	1.740%
MoPac General Fund	538.35			52.28	590.63	0.00	1.740%
MoPac Operating Fund	228,124.26	250,767.99		187.38	405,452.62	73,627.01	1.740%
MoPac Loan Repayment Fund	48,325.18	47,804.53		15.31	96,145.02	0.00	1.740%
MoPac Managed Lane Construction Fund	17,781,664.99			27,602.46	1,822,610.00	15,986,657.45	1.740%
	142,394,844.26	59,912,503.62	0.00	233,494.74	38,210,041.02	164,330,801.60	
Amount in Fed Agencies and Treasuries							
Amortized Principal	114,889,650.32		25,087.33		30,000,000.00	84,914,737.65	
	114,889,650.32	0.00	25,087.33	0.00	30,000,000.00	84,914,737.65	
Certificates of Deposit							
Total in Pools	135,430,028.65	3,501,190.02		193,037.21	12,525,000.00	126,599,255.88	
Total in GS FSGF	142,394,844.26	59,912,503.62		233,494.74	38,210,041.02	164,330,801.60	
Total in Fed Agencies and Treasuries	114,889,650.32	0.00	25,087.33		30,000,000.00	84,914,737.65	
Total Invested	392,714,523.23	63,413,693.64	25,087.33	426,531.95	80,735,041.02	375,844,795.13	

All Investments in the portfolio are in compliance with the CTRMA's Investment policy and the relevant provisions of the Public Funds Investment Act Chapter 2256.023

William Chapman, CFO
Mary Temple, Controller

6/30/2018

Allocation of Funds



Amount of Investments As of June 30, 2018

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home loan Bank	313378QK0	10,253,642.07	10,061,752.35	9,973,520.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
US Treasury Note	919828A34	9,952,900.00	9,966,357.14	9,965,234.40	2.0748%	5/2/2018	11/30/2018	2015B Sr Project
Federal Home loan Bank	3130A8BD4	Matured	Matured	Matured	1.2288%	6/7/2017	6/29/2018	Senior DSRF
Fannie Mae	3135G0G72	19,946,880.00	19,982,293.34	19,909,580.00	1.3401%	9/15/2017	12/14/2018	Senior DSRF
Federal Home loan Bank	3130ABJD9	Matured	Matured	Matured	1.2265%	6/7/2017	6/5/2018	2016 Sub DSRF
US Treasury Note	912828C65	19,929,687.50	19,954,799.11	19,902,343.80	1.9260%	1/25/2018	3/31/2019	Senior DSRF
Farmer Mac	3132X0W64	10,000,000.00	10,000,000.00	9,999,100.00	2.3297%	5/8/2018	5/8/2019	Senior DSRF
US Treasury Note	912828A34	14,929,350.00	14,949,535.71	14,947,851.60	2.0708%	5/2/2018	11/30/2018	2015C TIFIA Project
		<u>85,012,459.57</u>	<u>84,914,737.65</u>	<u>84,697,629.80</u>				

Agency	CUSIP #	COST	Cumulative Amortization	6/30/2018		Interest Income June 30, 2018		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home loan Bank	313378QK0	10,253,642.07	191,889.72	10,061,752.35	10,000,000.00	15,625.00	(6,861.37)	8,763.63
US Treasury Note	919828A34	9,952,900.00	(13,457.14)	9,966,357.14	10,000,000.00	10,416.67	6,728.57	17,145.24
Federal Home loan Bank	3130A8BD4	Matured	Matured	Matured	25,000,000.00	18,229.17	7,153.80	25,382.97
Fannie Mae	3135G0G72	19,946,880.00	(35,413.34)	19,982,293.34	20,000,000.00	18,750.00	2,951.11	21,701.11
Federal Home loan Bank	3130ABJD9	Matured	Matured	Matured	5,000,000.00	4,687.50	0.04	4,687.54
US Treasury Note	912828C65	19,929,687.50	(25,111.61)	19,954,799.11	20,000,000.00	27,083.33	5,022.32	32,105.65
Farmer Mac	3132X0W64	10,000,000.00	-	10,000,000.00	10,000,000.00	19,416.67	-	19,416.67
US Treasury Note	912828A34	14,929,350.00	(20,185.71)	14,949,535.71	15,000,000.00	15,625.00	10,092.86	25,717.86
		<u>85,012,459.57</u>	<u>97,721.92</u>	<u>84,914,737.65</u>	<u>115,000,000.00</u>	<u>129,833.34</u>	<u>25,087.33</u>	<u>154,920.67</u>

ESCROW FUNDS

Travis County Escrow Fund - Elroy Road

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2018</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2018</u>
Goldman Sachs	2,390,308.77	6,691.23	3,098.08	25,378.34	2,374,719.74

Campo Regional Infrastructure Fund

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2018</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2018</u>
Goldman Sachs	2,015,605.69	-	2,788.22	-	2,018,393.91

183S Utility Custody Deposit

	<u>Balance</u>		<u>Accrued</u>		<u>Balance</u>
	<u>6/1/2018</u>	<u>Additions</u>	<u>Interest</u>	<u>Withdrawals</u>	<u>6/30/2018</u>
Goldman Sachs	687.89	650,000.00	9.44	630,774.03	19,923.30
TexStar	2,022,923.19	-	2,637.60	650,000.00	1,375,560.79



183 South Design-Build Project

Contingency Status

June 30, 2018



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Original Construction Contract Value: \$581,545,700

Total Project Contingency	\$47,860,000
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Obligations	CO#1 City of Austin ILA Adjustment	(\$2,779,934)
	CO#2 Addition of Coping to Soil Nail Walls	\$742,385
	CO#4 Greenroads Implementation	\$362,280
	CO#6 51st Street Parking Trailhead	\$477,583
	CO#9 Patton Interchange Revisions	\$3,488,230
	Others Less than \$300,000 (6)	\$549,576
	Executed Change Orders	\$2,840,120
	Change Orders Under Negotiation	\$9,050,000
Potential Contractual Obligations	\$10,590,000	

(-) Total Obligations	\$22,480,120
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Remaining Project Contingency	\$25,379,880
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SH 45SW Construction
Contingency Status
 June 30, 2018



Original Construction Contract Value: \$75,103,623

Total Project Contingency		\$ 7,520,000
Obligations	CO #01 Asbestos Removal	\$ 1,962
	CO #02 TCEQ Protection Plan	\$ 103,773
	CO #03 Conduit Installation Revision	\$ (11,970)
	CO #04 Installation of PEC and TWC Conduits	\$ 458,439
	CO #05 Installation of SSTR Drilled Shafts and Moment Slab	\$ 538,945
	CO #06 Feature 004 Protection and Bridge Drain Assembly	\$ 2,932
	CO #07 Traffic Control Savings and Removal of Mulch	\$ (5,560)
	CO #08 Slope Protection Under Bear Creek Bridge	\$ 167,338
	CO #09 Temporary Relocation of Overhead Lines	\$ 7,227
	CO #10 Bridge Drain Outfall Revision and Bicycle Detour Plan	\$ 28,229
	CO #11 Additional Clearing for PEC Transmission Lines	\$ 86,609
	CO #12 Closure Plan / Mitigation for Potential Features 11 and 12	\$ -
	CO #13 Elevation Changes in Retaining Walls 20 and 24	\$ -
	CO #14 Driveway Revision and Spot Mowing	\$ -
	Executed Change Orders	\$ 1,377,924
Change Orders in Negotiations	\$ -	
Potential Contractual Obligations	\$ 2,073,061	
(-) Total Obligations	\$ 3,450,985	
Remaining Project Contingency	\$ 4,069,015	



MOPAC Construction
Financial Status
 June 30, 2018



Original Construction Contract Value: \$ 136,632,100

Change Orders	CO#01B	5th & Cesar Chavez SB Reconfig (Construction)	\$593,031	Approved = \$11.7M
	CO#05B	FM 2222 Bridge NB Ret Wall Abutment Repair (Construction)	\$850,000	
	CO#07	FM 2222 Exit Storage Lane	\$426,000	
	CO#08C	Refuge Area: Added Shoulder Adjustment Sound Wall #1	\$2,508,548	
	CO#09	Westover SB Frontage Repairs	\$450,000	
	CO#12	Barrier Rail Opaque Seal	\$542,419	
	CO#17	Bike and Ped Improvements at Far West Blvd Bridge/FM 2222	\$971,889	
	CO#20	Northern Terminus Sound Wall #3	(\$1,210,540)	
	CO#32	Void of CO#05B, #09, #10, UPRR	(\$1,501,437)	
	CO#33	Shared Use Path at US 183	(\$1,000,000)	
	CO#34	Undercrossing Fire Protection	\$1,412,574	
	CO#35	TxDOT Duct Bank Interference	\$1,357,196	
	CO#36	Non-Compliant Existing Illumination	\$2,226,189	
	CO#37	NB Pavement Cross Slope and Profile Corrections	\$3,635,477	
	CO#38	SB Pavement Cross Slope and Profile Corrections	\$3,100,298	
	CO#42	NB04, NB08, and Westminster Wall Revisions	(\$402,964)	
		Total of Others Less than \$300,000 (21)	\$1,572,258	
Executed Change Orders			\$ 15,530,938	
Revised Construction Contract Value			\$ 152,163,038	
Change Orders under Negotiation			\$ 1,215,854	
Potential Construction Contract Value			\$ 153,378,892	
Incentive/Milestone			\$ 21,500,000	
Potential Construction Contract Value with Incentive/Milestone			\$ 174,878,892	
Amount paid CH2M for Incentives/Milestones			\$ (16,825,210)	
Amount paid CH2M through June 2018 draw (as of 06/30/2018)			\$ (122,243,668)	
Assessed Liquidated Damages			\$ (20,000,000)	
Potential Amount Payable to CH2M			\$ 15,810,015	



Monthly Newsletter - June 2018

Performance

As of June 30, 2018

Current Invested Balance	\$6,250,002,595.51
Weighted Average Maturity (1)	22 Days
Weighted Average Maturity (2)	94 Days
Net Asset Value	0.999991
Total Number of Participants	874
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$9,971,455.88
Management Fee Collected	\$316,628.14
% of Portfolio Invested Beyond 1 Year	9.83%
Standard & Poor's Current Rating	AAAm

June Averages

Average Invested Balance	\$6,421,044,101.59
Average Monthly Yield, on a simple basis	1.8300%
Average Weighted Average Maturity (1)*	26 Days
Average Weighted Average Maturity (2)*	99 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 June:

- ★ Brewster County ESD 1
 - ★ Galveston County MUD 45
 - ★ Harris County MUD 531
- ★ Fort Bend County MUD 136
 - ★ Galveston County MUD 46
 - ★ Trinity County

Economic Commentary

After a typical seasonally slower first quarter, U.S. growth rebounded in the second quarter as Europe and Japan struggled to regain momentum. Markets reacted nervously to further escalation in the China-U.S. trade dispute, a recommitment by China to retaliate in kind to U.S. tariffs, a widening of the scope of tariffs by the U.S., and China's comments that it will target U.S. firms' operations in China. Negotiations between Washington and Beijing were largely unsuccessful, culminating in the Trump administration threatening to impose tariffs on up to \$450 billion of Chinese goods. However, so far, 25% tariffs on \$34 billion of Chinese imports are set to go into effect in early July. Additionally, the steel/aluminum tariff exemptions granted in March to the European Union, Canada and Mexico were allowed to expire, prompting retaliation against a variety of U.S. goods. The Federal Reserve (Fed) raised rates by 25bps to 1.75%-2.00% at its June Federal Open Market Committee (FOMC) meeting, a move that was widely anticipated. However, the median interest rate forecast "dot plot" increased from a total of three to four hikes in 2018, a decision that was more hawkish than expected. In addition, starting in January 2019 there will be a press conference after every meeting. The description of the economy was upbeat and there was no longer a reference to inflation expectations being low in the statement. Unemployment rate projections were lowered further while growth and inflation for 2018 were revised up slightly.

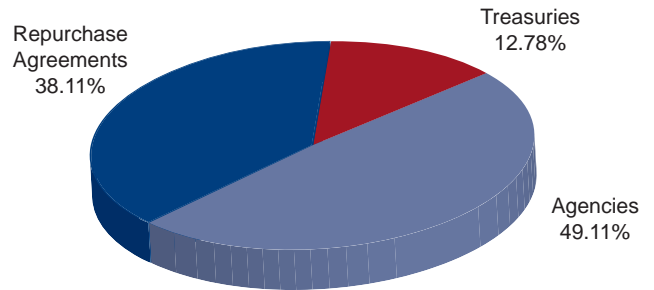
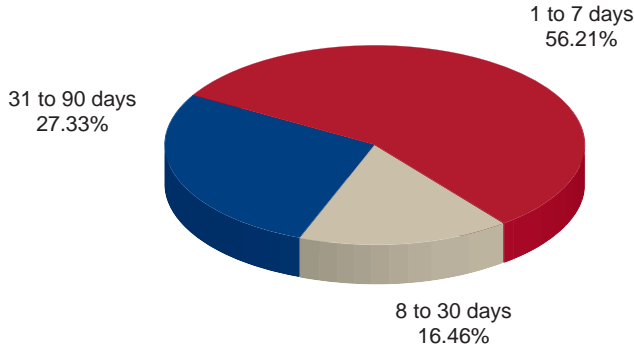
A deep dive into the data tells us the global economy is just fine. The U.S. should likely post about 4% GDP growth in the second quarter and 3.5% over the balance of 2018, with the labor market likely to be especially tight. Our base case scenario remains above trend growth. Although the Fed has been raising rates for 2 ½ years, and will likely end the hiking cycle in 12 to 18 months with the fed funds rate at about 3%, the impact of U.S. tax reform and fiscal stimulus has yet to be fully felt. While we expect 3.5% 10-year Treasury yields at the end of 2018, our quantitative models are still flashing 4%. Low global real rates, U.S. stimulus and a stable global banking system don't seem to be the ingredients of recession. Although the trade and tariff front and geopolitical risks remain in flux, perhaps the biggest risk to the market will occur in the fourth quarter, when the Fed finishes transforming quantitative easing (QE) to quantitative tightening (QT) and the aggregate central bank balance sheet shifts from net expansion to contraction. Then we will see if QE was more about asset price inflation than price inflation. The growth slowdown and increased market volatility have caused many investors to rethink their strategies. Certainly, we expect market volatility to escalate further the closer we get to QT. But for us, this isn't the time to be shaken out of the market. It's the time to embrace that volatility, do our research and invest where the value has been created.

This information is an excerpt from an economic report dated June 2018 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

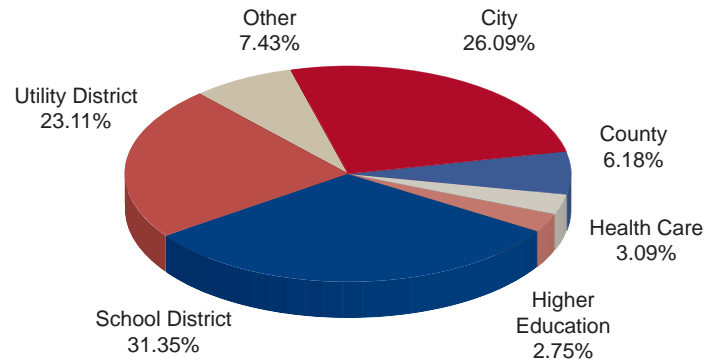
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of June 30, 2018



Portfolio by Maturity As of June 30, 2018



Distribution of Participants by Type As of June 30, 2018

Historical Program Information

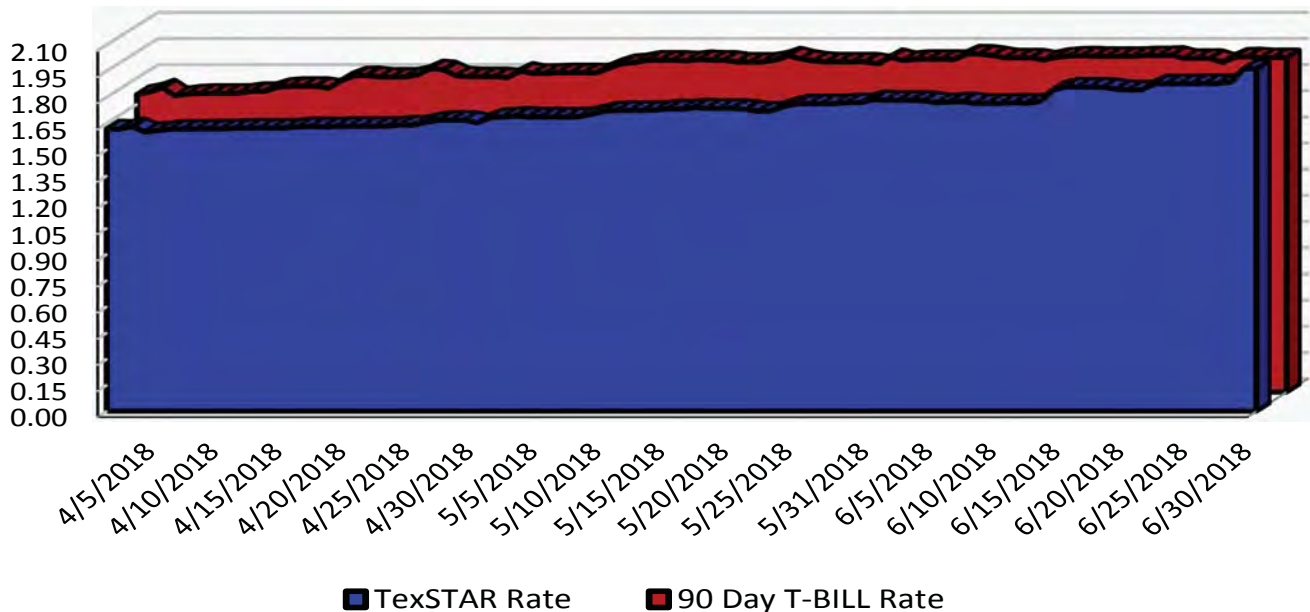
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 18	1.8300%	\$6,250,002,595.51	\$6,250,027,195.61	0.999991	26	99	874
May 18	1.7258%	6,489,773,533.02	6,489,474,005.73	0.999953	29	106	868
Apr 18	1.6304%	6,358,425,417.53	6,358,101,312.82	0.999949	18	99	861
Mar 18	1.4995%	6,461,363,510.56	6,460,804,379.93	0.999892	28	105	857
Feb 18	1.3518%	7,130,310,070.00	7,129,718,573.04	0.999917	28	97	854
Jan 18	1.2900%	7,090,345,755.93	7,090,199,741.00	0.999979	31	83	853
Dec 17	1.1762%	6,518,450,917.63	6,518,448,483.33	0.999984	36	82	853
Nov 17	1.0695%	6,157,485,042.89	6,157,068,439.39	0.999932	38	90	853
Oct 17	1.0482%	5,848,642,382.89	5,848,708,234.12	1.000011	38	96	852
Sep 17	1.0384%	5,841,986,573.82	5,842,202,955.19	1.000022	28	92	848
Aug 17	1.0343%	5,770,863,631.13	5,770,945,786.15	1.000014	33	102	846
Jul 17	0.9827%	5,941,902,116.09	5,941,981,984.60	1.000013	32	97	844

Portfolio Asset Summary as of June 30, 2018

	Book Value	Market Value
Uninvested Balance	\$ (2,219.71)	\$ (2,219.71)
Accrual of Interest Income	5,143,898.75	5,143,898.75
Interest and Management Fees Payable	(10,042,926.58)	(10,042,926.58)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	2,384,066,999.72	2,384,066,999.72
Government Securities	3,870,836,843.33	3,870,861,443.43
Total	\$ 6,250,002,595.51	\$ 6,250,027,195.61

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. The TexSTAR yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

Daily Summary for June 2018

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
6/1/2018	1.7815%	0.000048808	\$6,444,937,437.13	0.999954	28	102
6/2/2018	1.7815%	0.000048808	\$6,444,937,437.13	0.999954	28	102
6/3/2018	1.7815%	0.000048808	\$6,444,937,437.13	0.999954	28	102
6/4/2018	1.7794%	0.000048751	\$6,419,122,700.24	0.999954	27	102
6/5/2018	1.7671%	0.000048414	\$6,476,384,071.25	0.999952	26	102
6/6/2018	1.7718%	0.000048543	\$6,462,665,081.36	0.999944	30	105
6/7/2018	1.7739%	0.000048601	\$6,432,314,248.07	0.999957	29	104
6/8/2018	1.7641%	0.000048331	\$6,493,538,238.19	0.999957	28	101
6/9/2018	1.7641%	0.000048331	\$6,493,538,238.19	0.999957	28	101
6/10/2018	1.7641%	0.000048331	\$6,493,538,238.19	0.999957	28	101
6/11/2018	1.7667%	0.000048402	\$6,542,012,145.04	0.999957	28	100
6/12/2018	1.7649%	0.000048354	\$6,516,687,568.17	0.999962	28	100
6/13/2018	1.7738%	0.000048596	\$6,536,811,611.38	0.999958	26	97
6/14/2018	1.8387%	0.000050375	\$6,493,904,421.81	0.999965	26	101
6/15/2018	1.8576%	0.000050893	\$6,530,975,166.11	0.999965	26	99
6/16/2018	1.8576%	0.000050893	\$6,530,975,166.11	0.999965	26	99
6/17/2018	1.8576%	0.000050893	\$6,530,975,166.11	0.999965	26	99
6/18/2018	1.8556%	0.000050839	\$6,520,788,661.72	0.999963	25	98
6/19/2018	1.8448%	0.000050543	\$6,473,234,287.42	0.999977	25	99
6/20/2018	1.8411%	0.000050442	\$6,491,322,323.27	0.999981	26	99
6/21/2018	1.8415%	0.000050453	\$6,382,862,742.84	0.999980	26	100
6/22/2018	1.8761%	0.000051401	\$6,310,321,327.03	0.999984	23	97
6/23/2018	1.8761%	0.000051401	\$6,310,321,327.03	0.999984	23	97
6/24/2018	1.8761%	0.000051401	\$6,310,321,327.03	0.999984	23	97
6/25/2018	1.8777%	0.000051445	\$6,296,466,460.59	0.999985	23	97
6/26/2018	1.8780%	0.000051451	\$6,246,182,520.36	0.999994	23	97
6/27/2018	1.8777%	0.000051443	\$6,262,394,359.52	0.999995	23	96
6/28/2018	1.8853%	0.000051652	\$6,238,848,148.22	0.999995	23	96
6/29/2018	1.9627%	0.000053773	\$6,250,002,595.51	0.999991	22	94
6/30/2018	1.9627%	0.000053773	\$6,250,002,595.51	0.999991	22	94
Average	1.8300%	0.000050138	\$6,421,044,101.59		26	99

TexSTAR Participant Services
Hilltop Securities Inc.
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>Eric Cannon</i>	<i>City of Allen</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>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>David Pate</i>	<i>Richardson ISD</i>	<i>Advisory Board</i>
<i>James Mauldin</i>	<i>University of North Texas System</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-839-7827 ★ www.texstar.org





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #11

Approve the addition of Vining Sparks IBG, L.P.
to the List of Financial Institutions and
Qualified Brokers authorized to provide
investment services and engage in investment
transactions with the Mobility Authority

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

Texas Government Code §2256.025 and Mobility Authority Policy Code §201.011 require the Board to annually review and approve the financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the Mobility Authority. The recommended list of authorized financial institutions and investment brokers, included in the backup materials, shows the addition of one new firm- Vining Sparks IBG, L.P.

Backup provided: Draft Resolution
List of authorized financial institutions and investment brokers

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

RESOLUTION NO. 18-0XX

**APPROVING FINANCIAL INSTITUTIONS AND QUALIFIED BROKERS
AUTHORIZED TO PROVIDE INVESTMENT SERVICES AND ENGAGE IN INVESTMENT
TRANSACTIONS WITH THE MOBILITY AUTHORITY.**

WHEREAS, pursuant to Texas Government Code §2256.005(e), the Board is required to review the Mobility Authority's investment policy and investment strategy annually and record any changes made to either the investment policy or investment strategy; and

WHEREAS, Article 1 of Chapter 2 of the Mobility Authority Policy Code establishes the Mobility Authority's investment policy and strategy in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

WHEREAS, by Resolution No. 18-003, dated February 28, 2018, the Board reviewed and approved the Mobility Authority's current investment policy and strategy set forth in Article 1 of Chapter 2 of the Mobility Authority Policy Code and found that there had been no changes to either the policy or strategy; and

WHEREAS, pursuant to Texas Government Code §2256.025, the Board is required to review and adopt a list of qualified brokers that are authorized to engage in investment transactions with the Mobility Authority; and

WHEREAS, by Resolution No. 18-003, dated February 28, 2018, the Board reviewed and adopted a list of qualified brokers that are authorized to engage in investment transactions with the Mobility Authority; and

WHEREAS, the Chief Financial Officer has reviewed the attributes and qualifications of Vining Sparks IBG, L.P. to potentially engage in investment transactions with the Mobility Authority, and has concluded that the firm is qualified to do so; and

WHEREAS, the Executive Director and Chief Financial Officer recommend that Vining Sparks IBG, L.P. be added to the current list of financial institutions and qualified brokers attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Board accepts and approves the addition of Vining Sparks IBG, L.P. to the firms listed on Exhibit A to this resolution as those authorized to provide investment services and engage in investment transactions with the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Authorized Investment Broker Dealers and Financial Institutions

Alamo Capital (Wes Hall)
201 N. Civic Dr, Suite 145
Walnut Creek, CA 94596

Regions Bank
100 Congress Avenue
Austin, TX 78701

Cantor Fitzgerald (Ken Guillory)
1700 Post Oak Blvd, 2 BLVD Place, Suite 250
Austin, TX 78701

Rice Financial Products company (Jared Fragin)
55 Broad Street, 27th Floor
New York, NY 10004

Bank of America Securities
One Bryant Park, 4th Floor
New York, NY 10036

Vining Sparks IBG, L.P. (Josh Gorham)
775 Ridge Lake Boulevard
Memphis, TN 38120

FTN Financial Capital Markets (Steve Albert)
206 Wild Basin Road, Suite 109
Austin, Texas 78746

First Allied Securities, Inc. (Keith Miller)
655 West Broadway, 12th Floor
San Diego, CA 92101

First Empire Securities (Ron Gross)
100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788

First Southwest Company
325 North Saint Paul, 8th Floor
Dallas, TX 75201

JPMorgan Chase Securities, Inc.
1717 Main Street, Lower Level 1
Dallas, TX 75201

Ladenburg Thalmann & Co. (Steve Neri)
2020 Main Street, Suite 650
Irvine, California 92614

Morgan Asset Management (Regions Bank)
500 North Akard Street, Ste. 100
Dallas, TX 75201

Multi-Bank Securities, Inc. (Mack MacReynolds)
1000 Town Center #2300
Southfield, MI 48075

Oppenheimer & Co. Inc. (Paul Sullivan/Chris Sullivan)
85 Broad Street, 22nd Floor
New York, NY 10004



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #12

Approve Amendment No. 9 to the Stantec Consulting Services, Inc. agreement for traffic and revenue consulting services

Strategic Plan Relevance:	Regional Mobility
Department:	Finance
Contact:	Bill Chapman, Chief Financial Officer
Associated Costs:	\$ 3,000,000
Funding Source:	Various
Action Requested:	Consider and act on draft resolution

Summary:

In June of 2008, the Board of Directors instructed the Executive Director and staff to undertake the procurement of Traffic and Engineering services. An RFP was issued December 18, 2008 and an evaluation committee recommended having a pool of 8 firms, from which the CTRMA can use for various projects. (see backup). Stantec is doing work on the upcoming system projects of 290E phase III and 183A Phase III. They will also be doing work on 183N ML and Loop 1 South. Stantec does our annual work required by the indenture and various other projects required, such as analyzing veteran's discount program or alternative ramp gantry pricing. This amendment will be for a not to exceed \$3,000,000 which should cover several years and various projects.

Backup Provided:	Draft resolution Draft Amendment No. 9
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**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 18-0XX

**APPROVING AMENDMENT NO. 9 TO THE AGREEMENT WITH STANTEC
CONSULTING SERVICES INC. FOR TRAFFIC AND REVENUE SUPPORT
SERVICES FOR EXISTING AND PROPOSED MOBILITY AUTHORITY PROJECTS**

WHEREAS, by Resolution No. 07-62, dated October 3, 2007, the Board of Directors authorized an agreement with Stantec Consulting Services, Inc. (“Stantec”) to provide traffic and revenue studies for the Mobility Authority (the “Agreement”); and

WHEREAS, since 2007 the Authority has extended the original contract and Stantec has continued to provide traffic and revenue studies and services for the Authority; and

WHEREAS, the Authority has a continuing need to monitor traffic and revenue for its existing toll projects and for new Authority projects, and the Executive Director recommends continuing to use Stantec for traffic and revenue services described in the proposed Amendment No. 9 to the Agreement which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute Amendment No. 9 to the Agreement in the form or substantially the form attached as Exhibit A to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A



Stantec Consulting Services Inc.
475 Fifth Avenue 12th Floor, New York NY 10017-7239

June 4, 2018

Mr. Bill Chapman, CFO
Central Texas Regional Mobility Authority
3300 North IH-35, Suite 300
Austin, TX 78705

Reference: Stantec Professional Consulting Services Agreement, 9th Amendment

Dear Mr. Chapman,

We are pleased to deliver our scope and budget (Exhibit A) to provide continuing Traffic and Revenue Consulting Services to the Central Texas Regional Mobility Authority as it moves forward with various toll road projects now in operation or in the planning stages. Following is a description of the anticipated work efforts that would be provided under this agreement:

Level 3 Traffic & Revenue (T&R) Studies -- 2 projects

We anticipate conducting two investment grade T&R studies over the next 3-year period and have included those efforts in our scope and budget. These studies would be similar to the October 2015 Bergstrom Expressway T&R Study. Each of the studies will produce traffic & forecasts and documentation suitable for financing, including coordination with the financial team as well as meetings and presentations to rating agencies and investors. We will use our latest edition of the regional traffic model and fully update the required inputs, including validating the peak period baseline conditions to actual levels in the study area; this will be vital to reflect presence of new projects with managed lanes. We have included an allowance for subconsultants to conduct specialized studies such as demographic updates, traffic counts and origin-destination surveys.

Level 2 Intermediate T&R Study -- 1 project

The scope of this study would be less extensive than a Level 3 Study, with fewer surveys and validation efforts, but would provide a reasonable basis for deciding whether to advance the project to the financing stage.

Level 1 Preliminary T&R Studies -- 2 projects

This effort would use the latest version of the traffic model for planning purposes to support preliminary feasibility studies of new projects or changes to existing projects. As the underlying traffic model would be based on a Level 3 baseline, only limited new surveys would be conducted for the Level 1 Study, sufficient to provide an initial reading on likely traffic & revenue potential of the project.

Monitor & Support (Ongoing Efforts)

We will monitor the transaction and revenue data for 183A, the Manor Expressway and other elements that become operational, comparing actual conditions to forecast levels and identifying reasons for potential variations. We anticipate conducting sketch level studies and project evaluations, toll schedule evaluations, simulation studies and miscellaneous support in our role as the Authority's Traffic Consultant.

Stantec will be the prime consultant on this assignment, drawing on the expertise of subconsultants as needed for specialized studies. These may include Michael Bomba, Alliance Transportation Group, CJ Hensch & Associates, Quality Counts, GRAM Traffic North Texas, Skycomp Inc., GRAM Traffic Counting, and Resource Systems Group.

NINTH AMENDMENT TO CTRMA/STANTEC PROFESSIONAL

Design with community in mind CONSULTING SERVICES AGREEMENT

June 4, 2018
Mr. Bill Chapman, CFO
Page 2 of 2

Reference: Stantec Professional Consulting Services Agreement, 9th Amendment

Our project personnel are especially qualified to undertake this work. Tom Harknett will function as the Principal in Charge. I will be the Project Manager (PM), with 35+ years of experience in toll feasibility studies and 20 years of involvement in Austin-based projects for the Mobility Authority as well as TxDOT. Sumeet Kishnani and Tiffany Cummings will be the Assistant PM's and other key staff will include Ann Hughitt, Haley Collins and Sanaz Zehtabi.

Exhibit A presents a summary and details of the anticipated typical budget levels for the tasks described above. As discussed with you, the total budget is \$3,000,000.

We look forward to working with you in the coming years.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "William Ihlo".

William Ihlo PE
Principal

Phone: (203) 417-6780
Fax: (212) 366-5629
William.Ihlo@stantec.com

Exhibit A	
Table of Contents	
Exhibit Number	Exhibit Title
Exhibit A-1	Hourly Labor Rate Table
Exhibit A-2	T&R Summary Budget
Exhibit A-3	Typical Level 3 T&R Budget
Exhibit A-4	Typical Level 2 T&R Budget
Exhibit A-5	Typical Level 1 T&R Budget
Exhibit A-6	Monitor & Support Budget

Exhibit A-1	
Stantec Consulting Evergreen Contract	
Hourly Labor Rate Table June 1, 2018	
Labor Category	Hourly Rate
Principal	\$ 117.00
Project Manager	\$ 100.00
Senior Engineer	\$ 85.00
Engineer	\$ 70.00
Junior Engineer	\$ 50.00
Entry Level Engineer	\$ 37.00
FAR Overhead Current Rate	160.40%
Profit	10.0%

Note: Hourly rates subject to escalation periodically;
FAR OH rate typically changes July 1 annually.

Exhibit A-2	
Stantec Consulting Evergreen Contract T&R Summary Budget June 1, 2018	
Task	
Level 3 T&R (2 Projects)	\$ 2,072,000
Level 2 T&R (1 Project)	\$ 420,000
Level 1 T&R (2 Projects)	\$ 174,000
Monitor & Support	\$ 334,000
Total	\$ 3,000,000

EXHIBIT A-3

Stantec Consulting Typical Level 3 T & R Budget June 1, 2018 (2 Projects)

Task Description	Principal	Project Manager	Senior Engineer	Engineer	Junior Engineer	Entry Level Engineer	Total Hours	Total Direct Labor	Total Labor Cost
Task 1 Project Definition (Alignment, access, lanes, tolls)	8	40	40	20	20	20	148	\$11,476	\$32,872
Task 2 Update Model Inputs	8	80	200	200	200	150	838	\$55,486	\$158,934
Task 3 Establish Screenlines	4	8	16	16	16	16	76	\$5,140	\$14,723
Task 4 Model Validation	16	80	300	400	240	240	1,276	\$84,252	\$241,331
Task 5 Toll Rate Plan & Schedule	8	40	40	80	20	20	208	\$15,676	\$44,902
Task 6 Modeling Runs (3 model yrs; 4 scenarios)	16	80	160	300	200	170	926	\$60,762	\$174,047
Task 7 Analysis of Results	16	120	200	200	200	150	886	\$60,422	\$173,073
Task 8 Sensitivities	16	80	120	200	120	120	656	\$44,512	\$127,500
Task 9 Documentation & Meetings	40	120	80	120	200	120	680	\$46,320	\$132,679
Task 10 Rating Agency Meetings	40	120	40	120	100	60	480	\$35,700	\$102,259
Task 11 Investor Meetings	40	120	40	120	100	60	480	\$35,700	\$102,259
Task 12 Systemwide Analysis	40	120	120	180	110	80	650	\$47,940	\$137,319
Task 13 Simulation Modeling	20	80	120	240	160	160	780	\$51,260	\$146,629
Total Hours	272	1088	1476	2196	1686	1366	8084	\$554,646	\$1,588,728
Labor Rate		\$117.00	\$85.00	\$70.00	\$50.00	\$37.00			
Total Direct Labor	\$31,824	\$108,800	\$125,460	\$153,720	\$84,300	\$50,542			
Multiplier (FAR 160.40%, fee 10.0%)	2,864	2,864	2,864	2,864	2,864	2,864			
Total Labor Cost	\$91,157	\$311,647	\$359,368	\$440,316	\$241,469	\$144,773			\$1,588,728
Direct Expenses									\$33,272
Total Stantec Effort									\$1,622,000
Demographic Update									
Subconsultant Efforts									
Subconsultant Bomba									\$100,000
Origin Destination Surveys									
Subconsultant Skycomp									\$150,000
Supplemental Traffic Counts									
Subconsultant TBD									\$200,000
Total All Work									\$2,072,000

EXHIBIT A-5

Stantec Consulting Typical Level 1 T & R Budget June 1, 2018 (2 Projects)

Task Description	Principal		Project Manager		Senior Engineer		Engineer		Junior Engineer		Entry Level Engineer		Total Hours		Total Direct Labor		Total Labor Cost	
Task 1	2		20		20		8		16		8		74	\$5,590		\$16,012		
Task 2	2		20		40		16		40		16		134	\$9,346		\$26,771		
Task 3	2		8		8		8		8		8		42	\$2,970		\$8,507		
Task 4	4		20		40		16		40		16		136	\$9,580		\$27,441		
Task 5	4		20		40		16		40		16		136	\$9,580		\$27,441		
Task 6	4		20		30		16		40		16		126	\$8,730		\$25,006		
Task 7	4		20		20		8		20		8		80	\$6,024		\$17,255		
Total Hours	22		128		198		88		204		88		728	\$51,820		\$148,433		
Labor Rate																		
Total Direct Labor	\$117.00		\$100.00		\$85.00		\$70.00		\$50.00		\$37.00							
Multipplier (FAR 160.40%, Fee 10.0%)	\$2,574		\$12,800		\$16,830		\$6,160		\$10,200		\$3,256							
Total Labor Cost	\$7,373		\$36,664		\$48,208		\$17,645		\$29,217		\$9,326					\$148,433		
Direct Expenses																\$567		
Total Stantec Effort																		\$149,000
Miscellaneous Support																		
Subconsultant -- TBD																		\$25,000
Total All Work																		\$174,000

EXHIBIT A-6
Stantec Consulting Monitor & Support Budget June 1, 2018

Task Description	Principal	Project Manager	Senior Engineer	Engineer	Junior Engineer	Entry Level Engineer	Total Hours	Total Direct Labor	Total Labor Cost
	Task 1 Monitor Daily & Monthly Traffic & Revenue Reports	4	40	40	40	40	40	204	\$14,148
Task 2 Sketch Level Studies	4	40	60	60	40	40	244	\$17,248	\$49,405
Task 3 Toll Schedule Evaluation	4	40	40	40	40	40	204	\$14,148	\$40,526
Task 4 Simulation Studies	4	40	80	80	80	40	324	\$22,348	\$64,014
Task 5 Miscellaneous Support	4	120	120	160	80	40	524	\$39,348	\$112,708
Total Hours	20	280	340	380	280	200	1500	\$107,240	\$307,178
Labor Rate	\$117.00	\$100.00	\$85.00	\$70.00	\$50.00	\$37.00			
Total Direct Labor	\$2,340	\$28,000	\$28,900	\$26,600	\$14,000	\$7,400			
Multiplier (FAR 160.40%, fee 10.0%)	2.864	2.864	2.864	2.864	2.864	2.864			
Total Labor Cost	\$6,703	\$80,203	\$82,781	\$76,193	\$40,102	\$21,197			\$307,178
Direct Expenses									\$1,822
Total Stantec Effort									\$309,000
Subconsultant Efforts									
Miscellaneous Support									
Subconsultant -- TBD									\$25,000
Total All Work									\$334,000



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #13

Authorize the Executive Director to finalize and execute an Agreement for the Payoff and Termination of the Pass-Through Toll Agreement between CTRMA and TxDOT for the U.S. 183/183A Intersection Project

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial officer
Associated Costs: N/A
Funding Source: General Fund
Action Requested: Consider and act on draft resolution

Summary:

To allow the Executive Director to sign the Payoff and Termination of Pass-Through Agreement for Pass-Through Tolls on the 183A intersection agreement PT 2011-001-01 dated January 10, 2012. The agreement has TxDOT reimbursing the CTRMA \$150,000/year for 10 years. TxDOT is proposing to pay the CTRMA the present value of the remaining balance of \$900,000 at a discount rate of 6%. (approximately \$737,550).

Backup Provided: Draft Resolution
Draft agreement
Original Dec. 2011 Pass-Through Agreement

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

RESOLUTION NO. 18-0XX

**APPROVE EXECUTION OF AN AGREEMENT FOR THE PAYOFF AND TERMINATION OF
THE PASS-THROUGH TOLL AGREEMENT FOR THE 183A INTERSECTION PROJECT**

WHEREAS, on or about January 10, 2012, the Mobility Authority and the Texas Department of Transportation (“TxDOT”) executed that certain “Pass-Through Agreement for Payment of Pass-Through Tolls by the Department” (the “Pass-Through Agreement”) providing for the reimbursement of certain costs related to the 183/183A Intersection Project; and

WHEREAS; pursuant to the Pass-Through Agreement TxDOT was to make periodic payments to the Mobility Authority totaling \$1,500,000.00 over a period of several years; and

WHEREAS, to date, TxDOT has made payments to the Mobility Authority totaling \$600,000; and

WHEREAS, TxDOT’s remaining obligation to the Mobility Authority under the Pass-Through Agreement is \$900,000.00; and

WHEREAS, TxDOT has expressed interest in making an early payment of the remaining amount owed under the Pass-Through Agreement, with an appropriate discount to reflect the early payment; and

WHEREAS, the parties have agreed that a 6% discount factor is appropriate for purposes of this transaction; and

WHEREAS, applying the agreed upon discount rate to the remaining balance owed results in a net present value payoff amount of \$737,500; and

WHEREAS, the parties have negotiated the “Payoff and Termination of Pass-Through Agreement for Payment of Pass-Through Tolls by the Department” attached hereto as Exhibit A to effectuate this transaction;

NOW THEREFORE, BE IT RESOLVED that accepting an early payoff of amounts owed under the Pass-Through Agreement under terms described above is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute the Payoff and Termination of Pass-Through Agreement for Payment of Pass-Through Tolls by the Department in the form or in substantially the same form as is attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

STATE OF TEXAS §

COUNTY OF TRAVIS §

**PAYOFF AND TERMINATION
OF PASS-THROUGH AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS
BY THE DEPARTMENT**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation (the "Department"), and Central Texas Regional Mobility Authority (the "Developer"), and becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed a "Pass-Through Toll Agreement" on, January 10, 2012 Contract No. PT 2011-001-01 ("Pass-Through Agreement"), under which the Department is obligated to make pass-through payments to the Developer in the total cumulative amount of \$1,500,000 as reimbursement of the costs of constructing improvements to the state highway system to construct intersection improvements at the intersection of US 183/183A (the "Project").

The Project has been completed and is open to traffic, and under Section 12 of the Pass-Through Agreement, the Department is obligated to pay to the Developer no less than \$75,000 and no more than \$150,000 annually.

The Department has made the following payments to the Developer pursuant to Section ___ of the Pass-Through Agreement:

Date	Amount
------	--------

Under Section 15 of the Pass-Through Agreement, the Department and the Developer may terminate the Pass-Through Agreement by mutual consent.

The Department and the Developer have determined that it is in the best interest of the parties for the Department to provide a lump sum payment to the Developer in satisfaction of the Department's obligations under the Pass-Through Agreement and to terminate the Pass-Through Agreement.

The Developer has issued obligations that are secured by the Department's pass-through payments owed under the Pass-Through Agreement. The Developer warrants that it is able to use the lump-sum payment in conformance with the requirements of its obligations and applicable law.

Pursuant to Minute Order No. _____ dated _____, the Texas Transportation Commission approved the payoff of the Department's obligations under Pass-Through_Amendment

Contract No. _____
CSJ No. _____
Federal Highway Administration
CFDA Title: _____
CFDA No.: _____
Not Research and Development

the Pass-Through Agreement in a lump sum payment at a discounted rate of 6% per annum net present value in satisfaction of the Department's obligations under the Pass-Through Agreement and termination of the Pass-Through Agreement.

Pursuant to a _____ dated _____, the Developer approved the payoff of the Department's obligations under the Pass-Through Agreement in a lump sum payment at a discounted rate of 6% per annum net present value in satisfaction of the Department's obligations under the Pass-Through Agreement and termination of the Pass-Through Agreement.

AGREEMENT

The Department and the Developer hereby agree as follows:

1. Payoff

The Department shall pay the Developer the amount of \$_____ (the "Payoff Amount"), being the total cumulative amount of the remaining pass-through payments owed by the Department to the Developer under the Pass-Through Agreement at the maximum amount per year allowed in Section 12 of the Pass-Through Agreement, with each maximum payment discounted at six (6) percent per annum on an actual/actual basis as of _____ ("Payoff Date").

- A.** The Developer will execute and deliver to the Department a receipt and such additional receipts and release documents and instruments as the Department may reasonably request relating to the payoff and termination of the Pass-Through Toll Agreement.
- B.** The Developer warrants that it shall use the Department's lump-sum payment in conformance with the requirements of any bond obligations and applicable law.

2. Termination

Upon delivery of the Payoff Amount from the Department to the Developer on the Payoff Date, all of the Department obligations shall be satisfied in full and the Pass-Through Agreement shall be terminated.

3. Signatory Warranty

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

Contract No. _____
CSJ No. _____
Federal Highway Administration
CFDA Title: _____
CFDA No.: _____
Not Research and Development

THIS AGREEMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT

THE DEVELOPER

Signature

Signature

Deputy Executive Director

Typed or Printed Name and Title

Typed or Printed Name and Title

Date

Date

PV Factor

6%

	\$ 150,000.00	0.943	\$ 141,450.00
	\$ 150,000.00	0.890	\$ 133,500.00
	\$ 150,000.00	0.840	\$ 126,000.00
	\$ 150,000.00	0.792	\$ 118,800.00
	\$ 150,000.00	0.747	\$ 112,050.00
	\$ 150,000.00	0.705	\$ 105,750.00
	\$ 900,000.00		\$ 737,550.00
Received July 2018	\$ 600,000.00		\$ 600,000.00
	<u><u>\$ 1,500,000.00</u></u>		<u><u>\$ 1,337,550.00</u></u>



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

January 23, 2012

Mr. Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701

Re: Central Texas Regional Mobility Authority Pass-Through Toll Agreement for Payment of Pass-Through Tolls by the Department (TxDOT), Contract No. PT 2011-001-01

Dear Mr. Heiligenstein:

Please find enclosed one (1) executed original Pass-Through Toll Agreement between Central Texas Regional Mobility Authority and the Texas Department of Transportation.

If you have questions, please feel free to call me at (512) 374-5120.

Sincerely,

Scott Stephenson
Senior Contract Attorney

JM: jm

cc: Roger Beall, P.E., TTA
Carlos Lopez, P.E., Austin District Engineer

Enclosure

STATE OF TEXAS §

COUNTY OF TRAVIS §

**PASS-THROUGH AGREEMENT FOR PAYMENT
OF PASS-THROUGH TOLLS BY THE DEPARTMENT**

THIS AGREEMENT is entered between the State of Texas, acting by and through the Texas Department of Transportation, the "Department", and the Developer under Transportation Code, §222.104.

Contracting Parties:

The Department: The Texas Department of Transportation
The Developer: Central Texas Regional Mobility Authority (CTRMA)

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On May 26, 2011, the Texas Transportation Commission passed Minute Order Number 112685, authorizing the Developer to construct intersection improvements at the intersection of US 183/183A (the "Project"), the location of which is shown on Attachment A, which is attached to and made a part of this agreement. On July 28, 2011, the Texas Transportation Commission passed Minute Order Number 112755, authorizing the Department to enter a pass-through agreement with the Developer in furtherance of the Project. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance dated December 7, 2011, which is attached to and made a part of this agreement as Attachment G. In consideration of the mutual promises contained in this agreement, the Department and the Developer now agree as follows.

AGREEMENT

1. Effective Date

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

2. Amendments

Amendments to this agreement must be in writing and executed by both parties.

3. Scope of Work

The scope of work is to develop improvements to the 183A intersection of US 183 with auxiliary lanes, left and right turn lanes, turnaround lanes, frontage road improvements and enhanced tie-in of CR 276 to US 183. The scope of work is described in more detail in Attachment B, which is attached to and made a part of this agreement. A Typical Section

Layout and Project Schedule are contained in Attachments E and F, respectively, which are attached to and made a part of this agreement. Before any design, development, or construction work is performed, the Developer shall confirm that Department funding for the Project is included in the Department's Unified Transportation Program and the Statewide Transportation Improvement Program.

4. Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, which is attached to and made a part of this agreement. Attachment C includes expected cash contributions from each source of funding. The Department will pay for only those Project costs of a type that have been approved by the Texas Transportation Commission.
- B. The Department is responsible only for securing the funding specifically identified as the responsibility of the Department and for making that funding available to the Developer as set forth on Attachment C.
 - (i) The Department will reimburse the Developer with pass-through payments in the percentages and resulting amounts (the Department's Proportional Share) identified on Attachment C for the actual costs of labor and materials incurred in construction of the Project as determined by the low bid award of the construction contract (Actual Cost of Construction). The amount of the low bid award will be certified by the Developer in accordance with Section 10, Construction Responsibilities. For purposes of reimbursement under this agreement, construction engineering costs are not eligible construction costs.
 - (ii) Unless and to the extent that this agreement is amended, the Department will not be responsible for funding in excess of the Maximum Pass-Through Reimbursement to Developer identified on Attachment C. The Developer shall be responsible for all costs associated with the Project that are not shown as the responsibility of the Department.
- C. The Department's obligation to reimburse its Proportional Share of the Actual Cost of Construction is subject to the following two exceptions.
 - (i) The Department will reimburse its Proportional Share of the amount by which the Actual Cost of Construction exceeds the Estimated Total Construction Cost identified on Attachment C (cost overrun). The Department's total payment obligation for the Project, however, will not exceed the Maximum Pass-Through Reimbursement amount identified on Attachment C (110% of Allowable Construction Costs).
 - (ii) The Department will reimburse to the Developer the amount by which the Actual Cost of Construction is less than the Estimated Total Construction Cost identified on Attachment C (cost under-run), up to a maximum of 10 percent of the Estimated Total Construction Cost, only if all of the following conditions are met:
 - (a) The total of actual cost and under-run reimbursements by the Department may not exceed the Department's Allowable Construction Costs identified on Attachment C;
 - (b) The amount of cost under-run received by the Developer must either be expended on the Project, or on other mutually acceptable state highway projects located in the Developer's jurisdiction;
 - (c) The amount of cost under-run received by the Developer may be expended on the actual costs of an eligible project's environmental clearance and mitigation,

right of way acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and

- (d) The Developer receives the Department's prior written consent for the expenditures.

5. Project Implementation

- A. Unless otherwise specified in this agreement, all actions required of the Developer shall be taken by the Developer's Program Manager, who shall be an individual designated by name by the Developer. The Developer's Program Manager shall be authorized by the Developer to perform all or specified aspects of the Project development and implementation. Evidence of authorization shall be submitted to the Department immediately after the effective date of this agreement. The Developer's Program Manager may delegate responsibility to another person in a writing provided to the Department. The Developer must notify the Department in writing as soon as possible, but no later than three (3) business days after authorizing a change in Program Managers.
- B. If the Developer will perform any work under this agreement for which reimbursement will be provided by or through the Department, the Developer must complete training in *Local Government Project Procedures Qualification for the Texas Department of Transportation* within ninety (90) days after this agreement is fully executed. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course. The Developer shall provide the certificate of qualification to the Department. The individual who receives the training certificate may be an employee of the Developer or an employee of a firm that has been contracted by the Developer to perform oversight of the Project. The Department in its discretion may deny reimbursement if the Developer has not designated a qualified individual to oversee the Project.
- C. Unless otherwise specified in this agreement, all actions required of the Department shall be taken by the Department's District Engineer for the Austin District. The District Engineer will designate an Engineer (the TxDOT Project Manager), who will be assisted by other Department personnel, to oversee and monitor compliance with all responsibilities under this agreement including all phases of project development. The District Engineer may delegate responsibility to the TxDOT Project Manager or another person in a writing provided to the Developer. Whenever this agreement requires an action to be taken by the Department's Executive Director, that responsibility may be delegated to another Department employee who is not below the level of district engineer. On request, the Department will provide the Developer with a copy of the Executive Director's delegation of authority.
- D. The roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project are defined in Attachment D, Project Implementation, which is attached to and made a part of this agreement.

6. Environmental Assessment and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic

Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.5, and Natural Resources Code, Chapter 191.

- A. The Developer is responsible for the identification and assessment of any environmental problems associated with the development of the Project to the extent permitted by law.
- B. The Developer is responsible for the cost of all environmental permitting, mitigation, remediation, and compliance.
- C. The Developer is responsible for preparing for and providing all public meetings or public hearings required for development of the environmental decision and for summary and analysis of all public meetings or public hearings. When applicable, the Developer is also responsible for certifying that a public hearing has been held in accordance with applicable rules, the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987. Public hearings may not be held before environmental documents are approved for further processing and may not be held before approval of all highway schematics for the particular project.
- D. The Developer is responsible for the preparation of all documents required to obtain an environmental finding on the Project, and any subsequent reevaluations of that finding that may be required.
- E. The Developer shall submit all requests for permits, all reports, and all findings relating to the Natural Resources Code, Chapter 191, through the Department. The Developer shall provide the Department with final drafts of all necessary requests for permits, reports, and findings required by law. The Department is responsible for all coordination under those acts and for making all necessary filings with the appropriate agencies, and the Department will provide copies of those filings to the Developer. Coordination of the environmental document shall be through the AUS District Environmental Coordinator. The Developer is responsible for obtaining all other permits and is responsible for obtaining all permits and approvals resulting from changes that occur after environmental finding is first obtained, except as otherwise required by law or by agreement between the Department and a state or federal agency.
- F. Before construction is begun, the Developer shall provide the Department with written certification that all required permits and commitments are complete. The Developer shall provide the Department with copies of all permit applications and approvals from each regulatory agency with environmental jurisdiction over the Project.
- G. All environmental reports and findings shall comply with the latest version of the Department's manuals and Standards of Uniformity. The Developer shall provide the Department with physical and electronic copies of all environmental documentation in a format approved by the Department.

7. Right of Way and Real Property

- A. The Developer is responsible for the provision and acquisition of all real property needed for the Project, including easements. Right of way widths shall be in accordance with the Austin District's Standard Right of Way Width for the pertinent Roadway Cross Section. All property interests shall be acquired in the name of the State of Texas. The Developer may not acquire right of way until all environmental clearance procedures have been completed and either (1) right of way maps and property descriptions (field notes and plats) have been prepared, or (2) a segment of the right of way map (consisting of one or more contiguous parcels) and the field notes

and plat maps for such parcels have been prepared and certified to fall within the right of way limits of the approved schematic. The Developer must comply with all applicable state and federal laws, regulations, policies, and procedures, including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained by the Developer. The Developer must obtain advance approval from the Department for any variance in established procedures. The Department's Executive Director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.

- B. The Developer is responsible for any required relocation assistance along the route of the right of way as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses being displaced by the Project. All costs associated with the relocation assistance, including payments to residents and businesses, will be assumed by the Developer.

8. Utilities

If the Project requires the adjustment, removal, or relocation of existing utilities, the Developer shall be responsible for determining the scope of utility work and notifying the appropriate utility company to schedule adjustments. The Developer shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including Transportation Code, §203.092; 43 TAC §21.31 et seq. (Utility Accommodation); and 23 CFR Chapter 1, Part 645. The Developer shall be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities at the owners' expense. Before a construction contract for the Project is let, a utility certification must be made available to the Department stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

9. Architectural and Engineering Services

The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the Project and carried out during construction of the Project. The engineering plans shall be developed in accordance with the latest version of the Department's manuals. The Department's Executive Director may exercise discretion in authorizing alternative criteria

or granting exceptions to this requirement on a case-by-case basis if a particular criterion could not reasonably be met because of physical, environmental, or other relevant factors and if the proposed design is a prudent engineering solution. The procurement of professional services must be competitive and shall comply with Government Code Chapter 2254, Subchapter A and all federal requirements including those described in 23 CFR Part 172 and those relating to participation by Disadvantaged Business Enterprises (DBEs), the Americans with Disabilities Act, and environmental matters. Access to the facility shall be in compliance with the Department's access management policy.

10. Construction Responsibilities

- A.** The Developer shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering, material acceptance testing, and construction quality acceptance, and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary after the award of the construction contract. The bidding process must be competitive and must comply with all applicable federal and state laws. The Project and bidding process must be authorized by the Department and Federal Highway Administration before it is advertised for letting. Within ten (10) days after the award of the construction contract, the Developer shall provide to the Department a certified statement that describes the total amount of the award and identifies the bid amount for each of the major component parts.
- B.** The Developer has the responsibility of overseeing all construction operations, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed, of assessing potential environmental effects of contract revisions, and of obtaining environmental permits, issues, coordination, mitigation, and commitments that may be required by contract revisions.
- C.** Contract revisions including change orders shall comply with the latest version of all national and state administrative criteria and manuals. No contract revision may be made without the prior written approval of the Department's Executive Director if it would affect prior environmental approvals, significantly revise the scope of the Project or the geometric design, or change the cost to the Department. Procedures governing approval are contained in Attachment D.
- D.** The Department may conduct any and all oversight activities it deems reasonably necessary or advisable to ensure compliance with this agreement and all state and federal requirements. The TxDOT Project Manager or designee may attend the Developer's construction status meetings and long-term strategy meetings, and may visit the Project periodically and as reasonably necessary to comply with oversight requirements.
- E.** When the Project is complete, the Developer shall issue and sign a "Notification of Completion" certifying that all work has been completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will perform a final inspection and provide to the Developer a list of items, if any, to be completed prior to acceptance by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Acceptance" to the

Developer. Within six (6) months after the Department has issued the "Letter of Acceptance," the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.

- F. The Developer is responsible for providing adequate inspection to ensure its contractor's compliance with the provisions of this agreement. At any time the Department may audit the construction process to ensure the adequate inspection of construction and may conduct its own inspection of construction.
- G. The parties to this agreement shall comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form FHWA-1273 in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.
- H. The parties to this agreement shall comply with federal construction materials testing requirements cited in 23 CFR 637, Part B.
- I. The Developer shall be responsible for purchasing, installing, and maintaining the traffic counter equipment for the term of the agreement at the specified Project count sites as shown in Attachment A, Location Map of Project. The Developer shall provide permanent site traffic counter equipment in accordance with the Department specifications. The Developer shall provide installation, preventive, and remedial maintenance, inspection, testing, and repair of traffic data collection equipment including labor, equipment, materials, and parts. The Developer shall provide the above described service including installation of new components and repairs at specified locations. The Department's local district office shall be responsible for collecting the traffic data and then providing this data to the Department's Transportation Planning and Programming Division (TPP) for verification. The number of vehicles traveling on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates, which shall be performed in good faith and shall be conclusive and not subject to litigation in any forum. For traffic counter equipment malfunctions or breakdowns, a three (3) month traffic data average will be used. The Developer shall confirm the traffic count provided by the Department, and upon agreement of the traffic count, shall give sixty (60) days prior notification of payment, by letter or invoice, to the local district office. The local district office will then verify and approve the invoice and prepare a reimbursement pay form to be submitted to the Department, Finance Division, Accounting Management Section, at least thirty (30) days before the payment is due to the Developer.

11. Maintenance

The Department shall be responsible for maintenance of the Project after completion of the work.

12. Repayment

- A. The Department will reimburse the Developer by paying an annual amount equal to \$0.016 for each vehicle that travels on the Project during the previous year. Under no circumstances will the annual payment be less than \$75,000 or more than \$150,000, and under no circumstances will the total payment under this Paragraph during the

course of this agreement exceed \$1,500,000 unless approved by the Texas Transportation Commission and formalized in an amendment to this agreement. The number of vehicles traveling on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates in accordance with Section 10, Construction Responsibilities.

- B. For purposes of repayment under this agreement, "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Department, and no further work is remaining that requires lane closures affecting the mobility of the traveling public. When the Project is Substantially Complete, the Developer may issue and sign a "Notification of Substantial Completion" certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will perform an inspection and provide to the Developer a list of items, if any, to be completed prior to approval by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Approval for Payment" to the Developer. In lieu of a Notification of Substantial Completion, the Developer may proceed directly to a Notice of Completion in accordance with Section 10, Construction Responsibilities.
- C. The first payment shall be made within sixty (60) days after the first anniversary of the Project's Substantial Completion and the Department's issuance of a Letter of Approval for Payment, or in the event that a Letter of Approval for Payment was not issued, then within sixty (60) days after the first anniversary of the Project's completion and the Department's issuance of a Letter of Acceptance. Annual payments shall continue within sixty (60) days after each succeeding anniversary of the Letter of Approval for Payment or the Letter of Acceptance as applicable.
- D. The number of annual payments and the amount of the final payment will be consistent with payment of the total reimbursement amount determined in accordance with Section 4, Sources and Uses of Funds. Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds.

13. Mutual Cooperation

The Department and the Developer shall use all reasonable efforts to meet all deadlines specified in this agreement. The Department and the Developer shall use best efforts to provide each other with all necessary documents, information, and approvals in a prompt and timely fashion.

14. Default

If either party fails to comply with its obligations under this agreement and such failure continues for a period of thirty (30) days or more after written notice of the breach from the other party, the party failing to comply will be in default and the other party may proceed with its remedies under Section 15, Termination and Section 16, Remedies.

15. Termination

This agreement terminates automatically when the Department has reimbursed the Developer in full. In addition, the agreement may be terminated:

- A. in writing with the mutual consent of the parties;
- B. by either party because of a material breach by the other party; or

C. by the Department if the Developer has not commenced construction on the Project (including each individual project if this agreement covers multiple projects) within three (3) years of the date of execution of this agreement.

16. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

17. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Developer:	Department:
Central Texas Regional Mobility Authority Attn: Executive Director 301 Congress Avenue, Suite 650 Austin, Texas 78701	Texas Department of Transportation Attn: Assistant Executive Director Engineering Operations 125 East 11 th Street Austin, Texas 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Development Contracts, Subcontracts, and Assignment

- A. Within ten (10) days after execution of this agreement, the Developer shall provide the Department with a fully executed copy of any agency contract or project development contract between the Developer and a private entity for the design, financing, maintenance, operation, or construction of the Project (a Development Contract). For a Development Contract between the Developer and a private entity entered into after execution of this agreement, the Developer shall provide to the Department an executed copy within fifteen (15) days after the Development Contract is executed. A Development Contract must be subject to all applicable terms and conditions of this agreement.
- B. A subcontract by the Developer, its agent, or a subcontractor in excess of \$10,000 shall contain all applicable terms and conditions of this agreement and shall be submitted to the Department for review and approval prior to its execution.
- C. Except as otherwise provided by law or this Paragraph, neither party shall assign any interest in this agreement. In the event that the Developer pledges or assigns its right to receive any revenues derived from this agreement in connection with a loan or with the issuance of bonds, the pledge or assignment shall not operate as an assignment of an interest in this agreement. In that case the Developer shall provide the Department with copies of the loan or bond documentation no less than ten (10) days before the loan is executed or the bonds are issued. Under no circumstances will the Department be liable in any way for debt in any form incurred by the Developer, and any loan or bond

documentation will state clearly that the Department has no obligation of repayment of the loan or bonds.

- D. No Development Contract, subcontract, or assignment will relieve the Developer of its responsibility under this agreement.

19. Ownership of Property

After completion or termination of this agreement, all documents prepared by the Department shall remain the property of the Department. All data prepared under this agreement shall be made available to the Department without restriction or limitation on further use. All documents produced or approved or otherwise created by the Developer shall be transmitted to the Department in the form of photocopy reproduction on a monthly basis as required by the Department. Except as otherwise provided in this agreement, the originals shall remain the property of the Developer. The Developer shall grant the Department an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this contract.

20. Developer Resources

All employees of the Developer shall have adequate knowledge and experience to enable them to perform the duties to which they are assigned. The Developer certifies that it currently has adequate qualified personnel in its employment to perform the work required under this agreement or will be able to obtain adequate qualified personnel from sources other than the Department. On receipt of written notice from the Department detailing supporting factors and evidence, the Developer shall remove from the Project any employee of the Developer who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Developer shall furnish all equipment, materials, supplies, and other resources required to perform the work.

21. Responsibilities of the Parties

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

22. Compliance with Laws

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

23. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

24. Insurance

To the extent that this agreement authorizes the Developer or its contractor to perform any work on Department right of way, before beginning work the entity performing the work shall provide the Department with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and the Department may recover damages and all costs of completing the work.

25. Hold Harmless

To the extent permitted by law, the Developer shall save harmless the Department and its officers and employees from all claims and liability due to materials used or supplied by the Developer or activities of the Developer, its agents, or employees, performed under this agreement, and that are caused by or result from error, omission, or negligent act of the Developer or of any person employed by the Developer. To the extent permitted by law, the Developer shall also indemnify and save harmless the Department from any and all expense, including but not limited to attorney fees that may be incurred by the Department in litigation or otherwise resisting the claim or liabilities that may be imposed on the Department as a result of such activities by the Developer, its agents, or employees.

26. Sole Agreement

This agreement constitutes the only agreement between the parties and supersedes any prior understandings or written or oral agreements concerning the subject matter of this agreement.

27. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of the Project are in compliance with the Texas Accessibility Standards issued by the Texas Department of Licensing and Regulation and with the Americans with Disability Act Accessibility Guidelines issued by the U.S. Architectural and Transportation Barriers Compliance Board.

28. Gratuities

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

29. Conflict of Interest

The Developer shall not assign an employee to the Project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the Department relating to the Project;
- B. has a direct or indirect financial interest in the outcome of the Project;

- C. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project or that has or may have a contract with the Department; or
- D. is a current part-time or full-time employee of the Department.

30. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

31. Procurement and Property Management Standards

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

32. Audit

- A. The Department may monitor and audit any aspect of the Project at any time.
- B. Upon completion of the Project, the Department or an independent auditor approved by the Department, at the Department's option, may perform an audit of the Project costs. Any funds due to the Developer, the Department, or others shall be paid by the owing party within thirty (30) days after notification that funds are due.
- C. The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

33. Retention and Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to performance of all aspects of Project development and implementation and all costs incurred under this agreement at an official governmental office of the Department or the Developer, as applicable. The parties shall make those materials available to the Department, the Developer, the State Auditor, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General for review and inspection at the retaining party's official governmental office during the term of this agreement and for four (4) years after the date that the Department has reimbursed the Developer in full or thereafter until any impending claims are resolved. Additionally, the Department, the Developer, and the FHWA shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions, including records in the possession of the Developer's agents, to the extent that they relate to expenditures for which reimbursement is requested. At the request of the Department, the Developer shall submit any information required by the Department in the format directed by the Department.

34. Civil Rights Compliance

The Developer shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Parts 200 and 230), and with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

35. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Developer shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Developer shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Developer shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Developer shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Developer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Developer shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Developer of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Developer signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

36. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Developer certifies that it is not currently debarred,

suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification.

37. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Developer shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

38. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B.** The Developer agrees that it shall:
 - (i) Obtain and provide to the Department a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - (ii) Obtain and provide to the Department a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to

- track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- (iii) Report the total compensation and names of its top five (5) executives to the Department if:
- (a) More than 80% of annual gross revenues are from the Federal Government, and those revenues are greater than \$25,000,000 annually; and
 - (b) The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

39. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the Developer's fiscal year, the Developer must submit a Single Audit Report and Management Letter (if applicable) to the Department's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact the Department's Audit office at http://www.txdot.gov/contact_us/audit.htm.
- C.** If expenditures are less than \$500,000 during the Developer's fiscal year, the Developer must submit a statement to the Department's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Developer will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

40. Signatory Warranty

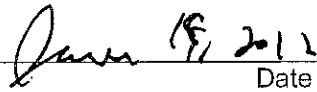
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Department and the Developer in duplicate.

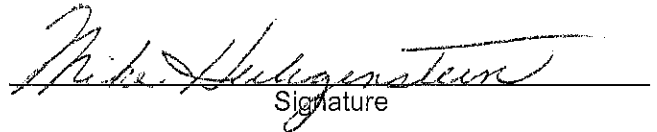
THE DEPARTMENT


Signature

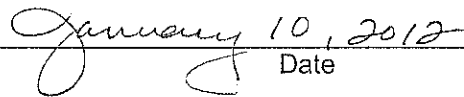
Executive Director
Texas Department of Transportation


Date

THE DEVELOPER

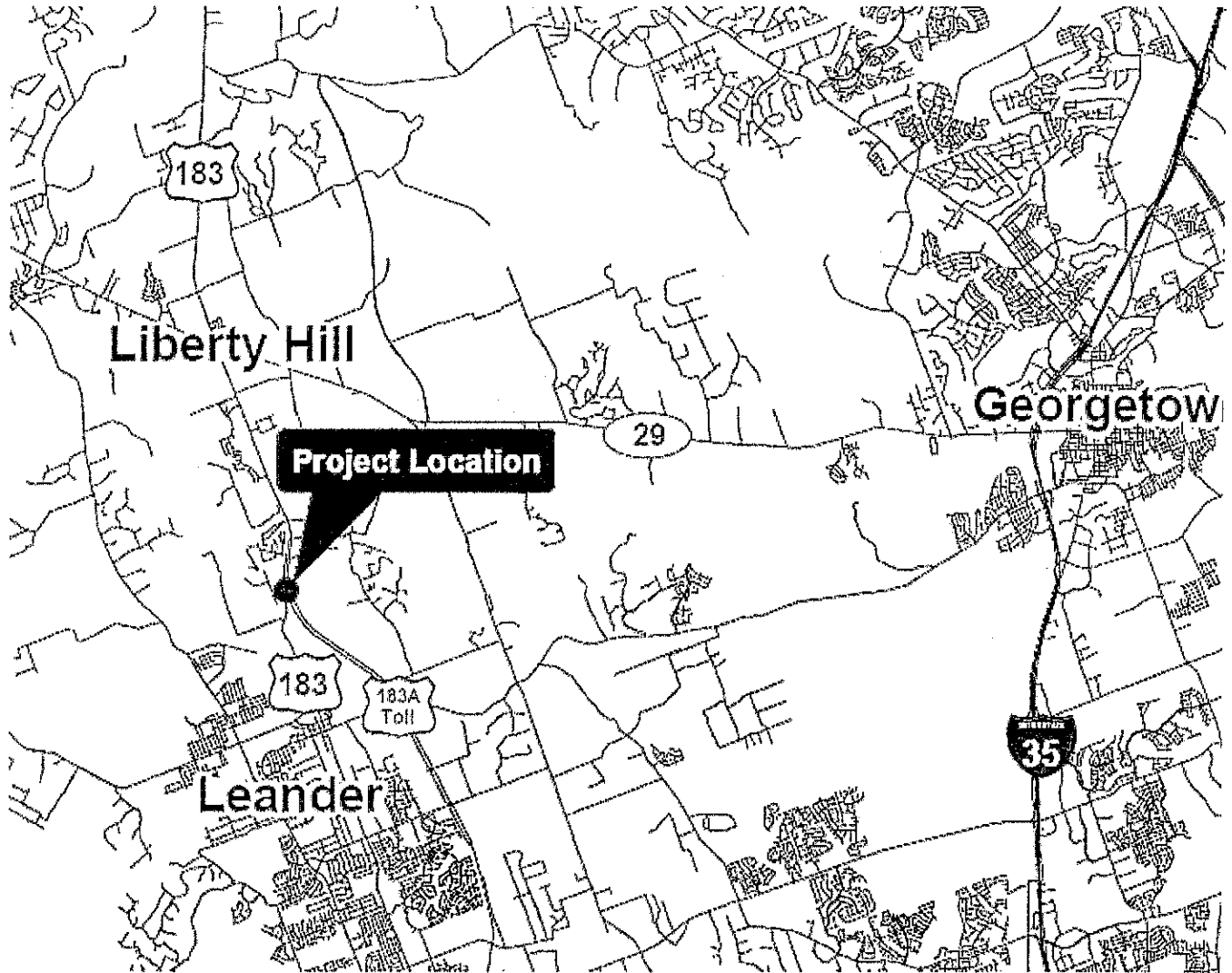

Signature

Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority


Date

ATTACHMENT A

Location Map of Project



ATTACHMENT B

Scope of Work

US 183/183A

The intersection of US 183 and 183A is the northern terminus for the existing 183A Toll Road. The expanded 183A facility is planned as a tolled freeway facility with continuous frontage roads. The future frontage road sections exist north of the US 183/183A intersection as the current lanes of US 183. The intersection was designed as a temporary junction with further improvements planned when future phases of 183A expansion are completed.

The proposed improvements to the intersection of US 183 and 183A are two fold:

Westside: The west side of the highway improvements will incorporate the southbound US 183 west of the intersection where it splits from US 183/183A onto the original US 183 alignment. Additional auxiliary lanes will be added to a portion of southbound 183A and US 183, including turnaround lanes and right turn lanes. US 183 will be widened west of 183A to facilitate smoother and safer turning movements.

Eastside: The east side of the highway improvements will incorporate the northbound 183A lanes and the US 183 intersection excluding the southbound lanes. A left turn lane will be added at the intersection. The US 183 intersection will be reconstructed with additional lanes between the northbound and southbound lanes, and will feature a more traditional design to allow access across the southbound lanes.

A schematic has not been finalized.

The environmental clearance is in progress.

Necessary right of way has not been acquired.

ATTACHMENT C

TOTAL ESTIMATED COSTS AND SOURCES OF FUNDING

Project Highway Improvement	Estimated Total Project Cost	Estimated Total Construction Cost	Allowable Construction Costs for Payment of Pass-Through Tolls and Percentage of Total Construction Cost (Department's Proportional Share)	Department's Maximum Pass-Through Reimbursement to Developer (110% of Allowable Construction Costs)	Developer Funding	Other Funding Sources
US 183/183A	\$3,200,000	\$2,500,000	60% = \$1,500,000	\$1,650,000	\$1,700,000	\$0
Total	\$3,200,000	\$2,500,000	\$1,500,000	\$1,650,000	\$1,700,000	\$0

ATTACHMENT D

Project Implementation

Overview

This Attachment defines the roles, the responsibilities, and the working relationship between the Developer and the Department during the implementation of the Project.

1. Environmental Studies and Mitigation

- 1.1.** The Developer shall complete all environmental studies and documents required to secure environmental approval, including each of the following items.
 - 1.1.1.** Preparation and completion of environmental studies, including obtaining right of entry to perform such studies. All environmental studies will be performed by environmental specialists who meet the requirements to perform those studies.
 - 1.1.2.** Submission of appropriate documentation (categorical exclusion, environmental assessment, and environmental impact statement, including reevaluation, and supplemental documentation) for Department review and approval. Department review is detailed in section 1.2 below.
 - 1.1.3.** Preparation of any document revisions.
 - 1.1.4.** Submission to the Department of copies of the environmental studies and documentation adequate for distribution.
 - 1.1.5.** Preparation of legal and public notices in accordance with 43 TAC §2.4 for Department review and use.
 - 1.1.6.** Arrangements for appropriate public involvement, including court reporters and accommodations for persons with special communication or physical needs related to the public hearing, if requested. The Department will serve as the Hearing Official at any public hearing with the assistance of the Developer.
 - 1.1.7.** Preparation of public meeting and hearing materials.
 - 1.1.8.** Preparation of any necessary responses to comments.
 - 1.1.9.** Preparation of the public meeting and public hearing summary and analysis, and the comment and response reports.
 - 1.1.10.** Submission to the Department of a verbatim transcript of any public hearing and the original certification of the public involvement process as described in 43 TAC §2.4.
 - 1.1.11.** Preparation of required U.S. Army Corps of Engineers permit applications and associated drawings for impacts to jurisdictional

waters, including mitigation requirements. The Developer will be wholly responsible for any and all mitigation that would be required.

- 1.1.12.** The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.
 - 1.1.13.** Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR §771.109.
- 1.2.** As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct environmental reviews throughout the clearance process in an attempt to receive the environmental approval of the Project.
- 1.2.1.** Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.
 - 1.2.2.** The Developer will coordinate the submission of documents for agency review with the Department.
 - 1.2.3.** The Department is responsible for coordinating all review activities listed in the review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the review process to rapidly address comments and concerns necessary to secure clearance within the review schedule.

2. Right of Way Acquisition

- 2.1.** As provided in Section 7, Right of Way and Real Property, of this agreement, the Developer is responsible for the acquisition and provision of any right of way or real property needed for the Project (New Right of Way).
- 2.2.** The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.
- 2.3.** The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required conveyance documents and other right of way related deliverables required by the Department for its permanent files.

- 2.3.1. Within ten (10) days after commencement of work on each individual highway improvement, the Developer will confirm in writing to the Department all agreed-upon terms relating to the acquisition of right of way.
 - 2.3.2. The Developer will provide the Department with a certification that it has received the Department's Right of Way Manual Collection and that it will comply with the procedures in that collection.
 - 2.3.3. The Developer shall execute the Certification of Compliance appended to Attachment H "Programmatic Procedures for Right of Way Oversight of Pass-Through Projects" as Exhibit A and, for each parcel to be acquired, the Developer will use checklists appended to Attachment H as Exhibit B. Attachment H is attached to and made a part of this agreement.
 - 2.4. The Developer will prepare right of way maps, property descriptions (field notes and parcel plats), and other data as needed to describe the right of way and access rights necessary for the Project.
 - 2.4.1. The field notes and parcel plats will be signed and sealed by a Registered Professional Land Surveyor currently licensed by the "Texas Board of Professional Land Surveying."
 - 2.4.2. Copies of this data will be delivered to the Department for review at least three weeks before beginning the standard process for acquisition of right of way for each individual highway improvement.
 - 2.5. The Developer will acquire fee simple title, any required drainage channel easements, and any required access rights, free and clear of all liens and encumbrances for all land to be used as right of way for the Project. Title to all real property rights will be acquired in the name of the State of Texas.
 - 2.5.1. Title to New Right of Way will exclude oil, gas, and sulfur from the deed without any right in the owners to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining.
 - 2.5.2. The Developer will also provide the Department with title insurance for each individual parcel of New Right of Way in the name of the State of Texas as the insured owner.
 - 2.6. The Developer is responsible for the negotiation of access points at the time of acquisition based on Department's Roadway Design Manual, the Department's Access Management Manual, and the preferred access points shown on the schematic for the highway improvement.
 - 2.6.1. The access points for each highway improvement and the access denial line as depicted on the approved schematic will be incorporated into the deed when the property is acquired. Any proposed changes to the access denial line shall be submitted to the Department for review and approval.
 - 2.6.2. The Developer shall develop driveway permits and associated exhibits acceptable to the Department for each access point and obtain, at a

minimum, three original signed copies from the respective property owners.

- 2.7. The Developer will ensure that all right of way used in constructing the Project will be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Developer. The Developer shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants in the right of way have been adequately mitigated or that the Developer otherwise meets the requirements for regulatory closure.
- 2.8. The Developer will provide tracings and electronic files of right of way maps and property descriptions to the Department and will also provide the Department a final map (digital and hard copy in a format approved by the Department) showing the final location of all utility lines that were adjusted or remained in place and joint use numbers assigned to those utilities.
- 2.9. The Developer will provide to the Department all original deeds and easements that convey property interests to the State of Texas.

3. Utilities

- 3.1. The Developer is responsible for determining the scope of utility work if the Project requires the adjustment, removal, or relocation of a utility facility. Utilities will not be adjusted, removed, or relocated before environmental approval is secured.
- 3.2. The Developer is responsible for notifying the appropriate utility company to schedule adjustments.
- 3.3. The Department will grant the Developer or its authorized representative site access to State right of way where required to execute the work and will issue right of entry for the performance of utility relocation.
- 3.4. The Developer is responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the Project unless this work is provided by the owners of the utility facilities.
- 3.5. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required utility agreements, including joint use acknowledgments.
- 3.6. The Developer will provide to the Department all original utility agreements, including joint-use acknowledgements, that are executed in connection with the Project.

4. Engineering Services

- 4.1. The Developer will remain the single point of contact for engineering and design issues. All correspondence and instruction to the design consultants will be the sole responsibility of the Developer.
- 4.2. At the commencement of an individual highway improvement, the Developer will coordinate a Design Concept Conference with the Department to establish the performance parameters and design requirements for the highway improvement, including the Pavement Design, Hydraulic Design, Design Concept Conference Forms and Typical Sections, which will remain in place throughout the implementation of the highway improvement.
- 4.3. All plans, specifications, and estimates developed by or on behalf of the Developer shall conform to the latest version of the Department's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and the special specifications and special provisions related to them, and shall conform to the latest edition and revisions of the Department's Roadway Design Manual for desirable values unless approved by the Department. The construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.
- 4.4. If the Department determines that the complete plans, specifications, and estimates are unacceptable, the Developer shall correct the design documents to the Department's satisfaction. Should additional specifications or data be required by the Department, the Developer shall redesign the plans and specifications to the Department's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Developer.
- 4.5. If exceptions to the Department's design criteria are required as specified in the Department Roadway Design Manual, a request for exceptions shall follow the procedure set forth in that manual.
 - 4.5.1. If it becomes necessary to change a design after it has been approved by the Department, and if that change does not require the adoption of alternative design criteria or an exception to the Department's design criteria, the Developer will coordinate with the Department and Federal Highway Administration (FHWA) for approval of the change.
 - 4.5.2. The Department shall have no more than ten (10) business days either (1) to approve the design change as proposed by the Developer or (2) to respond with a Department-recommended alternative to the design change.
 - 4.5.3. If the Department responds with an alternative to the design change, the Developer and the Department shall work diligently to develop a mutually agreeable design solution.
 - 4.5.4. The Department is responsible for obtaining any necessary approval from FHWA.

4.6. Reviews

- 4.6.1. When the design is approximately thirty (30) percent complete, the Developer shall submit a completed pavement design to the Department. The Department may request additional information related to the pavement design, and the Developer shall provide that information promptly. The pavement design must be approved by the Department before letting. After the pavement design has been approved by the Department, it may not be changed by either party without the written consent of the other.
- 4.6.2. When design is 30% complete, the Developer will coordinate the submission of the following design information for a joint review session between the Developer and the Department to allow comments and concerns to be addressed by the Developer within the expedited review schedule defined in Exhibit 2, General Review Schedule.
- 4.6.3. The following will be reviewed as set forth in Exhibit 1, Roles and Responsibilities.
- 1) Preliminary cross sections showing existing utility lines, R.O.W.
 - 2) Plan and profile sheet showing existing and proposed:
 - a) R.O.W. lines
 - b) Roadway alignments and profiles
 - c) Intersecting streets
 - d) Curb and lane lines
 - e) Existing Utilities
 - 3) Existing and proposed typical sections including pavement section
 - 4) Preliminary title and index sheets.
 - 5) Preliminary drainage area map, discharge relationships and drainage calculations.
 - 6) Storm drainage master plan.
 - 7) Preliminary culvert layouts.
 - 8) Preliminary bridge and bridge classification culvert layouts, including test hole information.
 - 9) Preliminary retaining wall layout, including test hole information.
 - 10) Sequence of work outline for traffic control.
 - 11) Preliminary traffic control typical sections and layouts.
 - 12) Preliminary intersection layouts.
 - 13) Preliminary utility layouts - identify potential conflicts and exchange of information with existing utilities.
 - 14) Update estimates and prepare preliminary roadway and drainage quantity summary sheets.
 - 15) Updated design contract schedule.
 - 16) Facility typical sections and pavement design.
 - 17) An additional joint review session for 60% design shall be at the discretion of the Department upon the completion of the 30% joint review session.
- 4.6.4. When the Project design is 95% final, the Developer will coordinate the submission of the following information to the Department for review to

allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.

- 1) Seven (7) copies of final plans, specifications, and engineer's estimate.
 - 2) Revisions to the preliminary design submittal.
 - 3) Proposal to award construction contract in compliance with applicable state and federal requirements.
 - 4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
 - 5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.
- 4.6.5.** For any individual highway improvement with a construction cost over \$25 million, the Developer shall conduct a value engineering workshop. Proposed changes to the design shall be submitted to the Department for review and approval.
- 4.6.6.** Approval by the Department of this final design submittal, in conjunction with environmental process, will constitute authorization for the Developer to advertise for construction bids. Approval may be conditioned on an amendment to this agreement if the final approved design significantly reduces the original scope of the Project as described in this agreement and applicable attachments.

5. Construction Responsibilities

- 5.1.** The Developer will supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications.
- 5.1.1.** Unless the parties enter a separate agreement to the contrary, all correspondence and instruction to the contractor performing the work will be the sole responsibility of the Developer.
- 5.1.2.** All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the latest edition of the Department's Guide Schedule for Sampling and Testing, the Quality Assurance Program Manual, the Construction Contract Administration Manual, and the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.
- 5.1.3.** The Developer shall ensure the implementation of a Project Quality Assurance Program (QAP), which shall include an Acceptance Program and an Independent Assurance (IA) Program. The Developer may adopt the Department's approved QAP, or develop an alternate QAP in conformance with the requirements in 23 CFR 637, Part B. If the Developer adopts the Department's QAP, no further Department

approval is required. Project records should document the adoption of the Department's QAP. If the Developer elects to develop an alternate QAP, the proposed alternate QAP shall be submitted to the Department for review and approval.

- 5.1.4. The Developer shall secure an independent laboratory to administer the Project IA Program. The Developer may use an AASHTO-accredited commercial laboratory, or a local Department District Laboratory upon mutual agreement between the two parties.
- 5.1.5. The Developer shall ensure proper inspection of off-site fabricated products at structural steel fabrication plants, pipe manufacturing plants, commercial precast prestressed and non-stressed concrete products plants, and any job site prestressed concrete plants. The Developer shall set aside necessary funds for such inspection services, whether performed by a Developer-contracted commercial entity or by the Department. If the Developer elects to utilize Department off-site inspection services, the Developer must enter into an Inter-local Agreement with the Department's Construction Division, Materials & Pavements Section (CSTM&P).
- 5.2. The Department will grant the Developer or its authorized representative access to State right of way to perform any activities required to execute the work and issue a right of entry for the performance of all construction activity.
- 5.3. Subject to Section 10, Construction Responsibilities, of this agreement, the Developer will negotiate and approve all change orders and other contract revisions that the Developer finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.
 - 5.3.1. The Developer will document any such changes, including a proposed course of action.
 - 5.3.2. The Developer will notify the Department of the need for such changes and submit the appropriate documentation.
 - 5.3.3. The Department shall have no more than ten (10) business days after the Developer's submission either to approve the changes as submitted by the Developer or to respond with the Department's proposed revisions.
 - 5.3.4. If the Department responds with revisions, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Developer.
 - 5.3.5. The Developer shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities, with the exception of the Department and FHWA, and except as otherwise specified in this agreement.

- 5.3.6. To the extent that a change order requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.
- 5.4. The Developer will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.
- 5.5. Within six (6) months after issuance of the "Letter of Acceptance" for a highway improvement, the Developer will provide to the Department all documents and submittals identified in the Department's Construction Contract Administration Manual. This documentation includes:
- 1) Record Drawings and Final Construction Records,
 - 2) Engineer Certification of Project Completion, and
 - 3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

- 6.1. The Developer and the Department will agree on a transition plan at the time of or before completion of a highway improvement.
- 6.2. The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.
- 6.3. The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.
- 6.4. The Developer will maintain all documentation relative to implementation and completion of the Project, including, without limitation, documentation relating to environmental issues, acquisition of right of way, preliminary and final design, and bidding, award, and construction of the Project.

ATTACHMENT D
Exhibit 1: Roles and Responsibilities for Each Entity

	Responsible Party
Preliminary Engineering	
Retain Consultant	Developer
Develop Preliminary Design	Developer
Develop Preliminary Cost Estimate	Developer
Define Right of Way Requirements	Developer
Department Review and Approval of Preliminary Engineering Report	Developer, Department
Environmental Review	
Retain Consultant	Developer
Draft Environmental Documents	Developer
Schedule & Conduct Public Meetings	Developer, Department
Review of Environmental Documentation	Developer, Department, FHWA
Notification and Documentation of Comments	Developer
Publish and Hold Public Hearings	Developer, Department
Analyze and Document Public Hearings	Developer
Final Review	Developer, Department, FHWA
Document Approval	Department, FHWA
Environmental Permits, Issues, and Commitments	Developer
Permitting	
Develop Required Permit Applications	Developer
Submit Required Permit Applications	Developer, Department
Right of Way Acquisition	
Develop Right of Way Budget	Developer
Retain Surveyor	Developer
Develop Right of Way Map	Developer
Retain Appraisers	Developer
Work with Owners on Donations, Access, Etc.	Developer
Purchase Parcels After NEPA Process	Developer
Eminent Domain Proceedings	Developer
Utility Identification and Relocation	Developer
Oversight and Audit of Right of Way Process	Department

	Responsible Party
Design	
Retain Designer, Geotech, Surveyor, and other professional service providers	Developer
Develop 30% Submittal Package	Developer
30% Submittal for Department Review	Developer
Develop 60% Submittal Package *	Developer
60% Submittal for Department Review *	Developer
Final Submittal for Department Review	Developer
Approval of Design	Department, FHWA
Bid for Construction	
Preparation of Bid Documents	Developer
Advertisement for Bids	Developer
Bid Opening, Evaluation, and Award	Developer
Certified Final Award	Developer
Construction	
Coordination with Utilities for Relocation	Developer
Issuance of Construction Notice To Proceed	Developer
Administration of Construction Contract	Developer
Inspection of Construction	Developer
Issuance of Notification of Substantial Completion	Developer
Issuance of Letter of Approval for Payment	Department
Issuance of Notification of Completion	Developer
Issuance of Letter of Acceptance	Department

* Only applies if Department requires

ATTACHMENT D
Exhibit 2: General Review Schedule

Specific timelines are incorporated into the timeline for each highway improvement.

Type of Review		Review Time
1	Preliminary/Schematic Layout Review	2 weeks
2	Joint Environmental Review	To be determined
	Review (Department)	
	Review (Categorical Exclusion) (2 weeks district; 2 weeks ENV)	4 weeks *
	Review (Environmental Assessment) (3 weeks district; 3 weeks ENV)	6 weeks *
	Review (Environmental Impact Statement) (4 weeks district; 4 weeks ENV)	8 weeks *
	Resource Agency Review	To be determined
	FHWA Review (draft document)	To be determined (minimum 4 weeks)
	Release by the Department to Public Hearing <ul style="list-style-type: none"> • Advertising for public hearing • Conducting Public Hearing • Receipt of written comments 	6 weeks plus 10 days for receipt of written comments
	Developer Addresses Comments from Public Hearing and prepares Summary and Analysis and Comment Response Report	6 weeks
	Department Review of Summary and Analysis and Comment Response Report (2 weeks district; 2 weeks ENV)	4 weeks
FHWA Review of Summary and Analysis and Comment Response Report and issues determination document	To be determined (minimum 4 weeks)	
3	Review of Plans, Specifications, and Estimates	30% Completion
		60% Completion ***
		100% Completion (2 weeks district, 2 weeks DES)
		Federal Approval of Letter of Authority

* Review Time may start over for substantial comments on draft of document
 ** Review Time may start over for substantial revisions of plans
 *** Only applies if required by Department

ATTACHMENT F

Project Schedule

Project	2011												2012												2013											
	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	AUG	SEP			
US 163A Improvements																																				
Environmental Clearance																																				
Final Design																																				
ROW Acquisition																																				
Letting/Start																																				
Construction																																				
Open to Traffic																																				

ATTACHMENT G

Resolution or Ordinance

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

RESOLUTION NO. 11-139

APPROVING A PASS-THROUGH TOLL AGREEMENT WITH THE TEXAS
DEPARTMENT OF TRANSPORTATION RELATING TO FUNDING FOR THE US183 /
183A INTERSECTION IMPROVEMENT PROJECT.

WHEREAS, on July 28, 2011, the Texas Transportation Commission authorized a pass-through agreement between the Texas Department of Transportation and CTRMA to fund and develop improvements to the intersection of the 183A Turnpike and US 183 at the north end of the 183A Turnpike; and

WHEREAS, staff at the Texas Department of Transportation and CTRMA have agreed to a proposed Pass-Through Agreement for Payment of Pass-Through Tolls by the Department, a copy of which is attached as Attachment A to this resolution; and

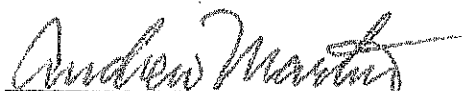
WHEREAS, the Executive Director recommends approval of the proposed agreement attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the proposed agreement with the Texas Department of Transportation for Payment of Pass-Through Tolls is approved; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the proposed agreement in the form or substantially the same form as in Attachment A.

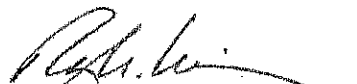
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 7th day of December, 2011.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority.

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-139
Date Passed: 12/7/11

ATTACHMENT H

PROGRAMMATIC PROCEDURE FOR RIGHT OF WAY OVERSIGHT OF PASS-THROUGH PROJECTS

For those Pass-Through projects where a Pass-Through Toll Agreement (Agreement) has been entered into by and between the Texas Department of Transportation (the Department) and a local public agency (county or municipality), and in conjunction with such Agreement the local public agency (LPA) has also executed a "Certification of Compliance" in the form as attached to this agreement as Attachment H - Exhibit A, the Department shall provide right of way monitoring and audit of the acquisition of right of way in the following manner:

1. Following the execution by the LPA of the Certification of Compliance, schedule a meeting as soon as practical with the LPA officials who will be providing oversight and management of the Project for the LPA, and also with the project managers of any engineering consultant hired by the LPA to directly manage the Project, to include those individuals both from the LPA and under contract with the engineering consultant to handle right of way acquisition.
 - A. At this meeting, discuss the need to establish separate right of way parcel files for each parcel of land or easement to be acquired for the Project, and to include and retain within each parcel file, documentation that establishes that all certifications contained in the "Certification of Compliance" have been met. Emphasize that a detailed written "negotiator's report" for all negotiation contacts must be included within each parcel file (as provided for in the on-line Right of Way Manual Collection).
 - B. Provide a copy of the "Title III Parcel Review Checklist for LPAs" (a copy of which is attached to this agreement as Attachment H - Exhibit B) which the Department will be utilizing when it monitors and audits a random selection of parcel files each month during the progress of the right of way acquisitions for the Project.
 - C. Provide a copy of the form for the conveyance instruments to be utilized for initial acquisition of right of way interests in accordance with the Agreement and also the form for the final conveyance of all right of way interests acquired from the LPA (Developer in the Agreement) to the State of Texas upon completion of each Project.
2. Beginning the month following the initiation of right of way acquisition by the LPA, the Department shall, not less than once a month, meet with the LPA and any consultants retained by the LPA that are handling right of way parcel acquisition and randomly select from those parcels for which acquisition has been completed or are in the process of being submitted for eminent domain

proceedings during the prior month, either three of such parcels, or 10% of the total number of such parcels reaching such status during the prior month (whichever is more), and audit such parcel files using the Title III Parcel Review Checklist for LPAs.

- A. For those parcels so audited which according to the audit and completion of the checklist appear to be in compliance with Title III guidelines, place one copy of the checklist within the parcel file, and retain an additional copy of the checklist for the Department's monitoring and auditing file for this Project.
- B. For any parcel so audited for which one or more checklist items indicate non-compliance with Title III guidelines, the Department shall provide written notice to the LPA containing detailed information about such non-compliance, together with recommended action to be taken by the LPA in order to remedy such non-compliance. An additional copy of such written notice shall be placed in the parcel file and a copy also retained by the Department for the Department's monitoring and auditing file for this Project.
- C. During any subsequent month's Department review of parcel files as required under paragraph 2. above, in addition to auditing the number of new parcel files required above, the Department shall specifically re-review any parcel files for which non-compliance notices were provided, and additional written documentation placed in such parcel file indicating the current status relating to the prior non-compliance, and if the non-compliance status still exists, provide an additional written notice of this to the LPA. If, after the third month's review of a parcel with a non-compliance notice, the non-compliance status remains, and it appears to the the Department personnel conducting the review that the LPA is not taking sufficient steps to remedy the non-compliance, the Department Right of Way Division shall be provided a copy of all prior notices of non-compliance for review. If this review determines there is definitely continuing non-compliance without adequate basis or other justification, a letter will be issued from the Right of Way Division to the LPA, informing the LPA that acquisition of the parcel does not meet the requirements of the "Uniform Act" which could result in the Project being ineligible for State and Federal participation in reimbursement payments, and unless remedied, such could be considered a material breach of the Agreement. A copy of this letter will be provided to the local Federal Highway Administration Realty Office and also to the Department Office of General Counsel.

**ATTACHMENT H
EXHIBIT A**

CERTIFICATION OF COMPLIANCE

Central Texas Regional Mobility Authority (CTRMA), the Developer under a Pass-Through Toll Agreement with the Texas Department of Transportation (the Department) for the purpose of constructing and operating improvements to the intersection of US 183 and 183A, pursuant to Texas Transportation Commission Minute Order 112755 (the Project), hereby certifies that:

- (1) real property will be acquired for the Project right of way in compliance with all applicable State and Federal laws and requirements, including the policies and practices of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq.;
- (2) it has received and has continuing access to the Online Right of Way Manual Collection; and
- (3) prior to the implementation of any procedures that are at variance with established Department policies and practices for the acquisition of real property, CTRMA will submit such procedures in writing to the Department's District Engineer for the Austin District, and the Executive Director's approval must be obtained.

For purposes of this Project, it is understood that references in the Right of Way Manual Collection to TxDOT personnel, Department personnel, District personnel, District, District Engineer, ROW Division, Director of the ROW Division, and other similar Department employees or titles involved in the acquisition process shall be deemed to mean CTRMA and its authorized agents. It is the intent of this provision to allow CTRMA to acquire real property for the Project on behalf of the Department without prior review and approval of the Department, subject to compliance with all applicable State and Federal laws and requirements as described above, the variance procedure, and the Department's audit and enforcement obligations.

Date: 01/10/, 2012

Central Texas Regional Mobility Authority

By: *Mike Heiligenstein*
Mike Heiligenstein
Executive Director

ACCEPTED:

TEXAS DEPARTMENT
OF TRANSPORTATION

By: *Phil Wilson*
Phil Wilson
Executive Director

FEDERAL HIGHWAY ADMINISTRATION

By: _____
Printed Name: _____
Title: _____

**ATTACHMENT H
EXHIBIT B**

TITLE III PARCEL REVIEW CHECKLIST FOR LPAs

County:
District:
ROW CSJ No.:
Parcel No.:
Acquiring Agency:

General

Was the informational notice given to owner? Yes No

Date of the notice:

Was the "Landowner's Bill of Rights Statement" properly provided prior to initiation of negotiations? Yes No

Date provided:

Appraisal

Was the real property appraised before the initiation of negotiations? Yes No

Approval date of the appraisal:

Was the owner or his designated representative given the opportunity to accompany the appraiser during inspection of the property? Yes No

Did the appraisal disregard any decrease or increase in value caused by the proposed facility? Yes No

Did the written appraisal of the parcel conform to the established standards for appraisal? Yes No

Does the acquiring agency require compliance with the Uniform Standards of Professional Appraisal Practices (USPAP) and Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) for appraisals? Yes No

Were the appraiser and review appraiser qualified by the acquiring agency? Yes No

Were there any apparent conflicts of interest on the project on behalf of the appraiser or review appraiser? Yes No

Was a written appraisal review report prepared, and an executed certification provided by a qualified review appraiser? Yes No

Were all items of real estate included in the appraisal? Yes No

Were retention values for any improvements retained by the owner properly documented? Yes No

Negotiation

Did the review appraiser negotiate for acquisition? Yes No

Did the appraiser negotiate for any parcel for which the appraised just compensation was more than \$2,500? Yes No

Were acquisition policies and procedures explained to the owner? Yes No

Was prompt written offer made to acquire real property for the full amount of the approved appraisal of just compensation? Yes No

Date of the first written offer:

The written offer included the following:

- statement of the full amount established as just compensation
- separate statement as to damages (if applicable)
- description and location identification of the ROW parcel, and of the interest in the real property to be acquired
- identification of the buildings, structures and other improvements considered to be real property for which the offer is made
- identification of separately owned interests (if applicable)
- a copy of the appraisal report delivered to the owner at the time the offer was made

Was the offer and its basis discussed with the owner? Yes No

Was the owner given reasonable opportunity to consider the offer and to present material believed to be relevant to valuation of the property? Yes No

Was any evidence discovered which suggests that coercive action was taken to compel agreement on price paid for the property? Yes No

Was the owner required to surrender possession before payment was made or proper award deposited in court? Yes No

If the property was donated, was the owner advised of his right to receive just compensation? Yes No

Was every reasonable effort made to acquire the property expeditiously by negotiation? Yes No

Was property acquired under Title VI requirements, without regard to race, color, age, religion, sex, national origin, or handicap? Yes No

Relocation Assistance

The acquisition of this property resulted in the displacement of: (check all that apply)

- None Residence Business Farm Operation Non-Profit Organization Personal Property Only

If residential, was a replacement housing supplement computed utilizing comparable decent, safe, and sanitary replacement housing? Yes No

Amount of the supplement:

Date approved:



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #14

Authorize the Issuance, Sale and Delivery of
Central Texas Regional Mobility Authority
Senior Lien Revenue Bonds, Series 2018, and
Subordinate Lien Revenue Bond Anticipation
Notes, Series 2018, in accordance
with specified parameters for the Manor
Expressway (290E) Phase III Project

Strategic Plan Relevance: Regional Mobility
Department: Finance
Contact: Bill Chapman, Chief Financial Officer
Associated Costs: N/A
Funding Source: Operating Fund
Action Requested: Consider and act on draft resolution

Summary:

Board authorization to issue System revenue obligations to finance the design and construction of two 290E direct connectors to SH 130, including the issuance, sale and delivery of Central Texas Regional Mobility Authority Senior Lien Revenue Bonds, Series 2018, and Subordinate Lien Revenue Bond Anticipation Notes, Series 2018 in accordance with specified parameters; and authorizing the execution and delivery of any and all documents, certificates, agreements and instruments necessary or desirable to be executed and delivered in connection with the foregoing; and enacting other provisions relating to the subject.

The resolution delegates to the Board Chairman, the Executive Director and the Chief Financial Officer the authority to approve the financing transaction under the parameters set forth in the resolution. It is expected that the Subordinate Lien Bond Anticipation Notes will be refunded by long-term revenue bonds upon substantial completion of the project.

In addition to the two direct connectors financed by the Mobility Authority, one additional direct connector will be constructed by the Mobility Authority as a part of the construction project with funds provided by TxDOT under a separate agreement. The direct connector funded by TxDOT will not be part of the Mobility Authority's System.

Backup Provided: Draft Resolution
Draft Supplemental Indentures

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

RESOLUTION NO. 18-0XX

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (I) SENIOR LIEN REVENUE BONDS, SERIES 2018, AND (II) SUBORDINATE LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2018 (COLLECTIVELY, THE “2018 OBLIGATIONS”), IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE AND THE NINETEENTH SUPPLEMENTAL TRUST INDENTURE; APPOINTING AN AUTHORIZED OFFICER TO AUTHORIZE, APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE 2018 OBLIGATIONS AND THE FORM OF EACH OF THE 2018 OBLIGATIONS; APPROVE AND AUTHORIZE THE TERMS AND CONDITIONS OF ONE OR MORE BOND PURCHASE CONTRACTS PERTAINING TO THE 2018 OBLIGATIONS AND TO EXECUTE AND DELIVER SUCH BOND PURCHASE CONTRACTS; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF THE 2018 OBLIGATIONS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT;

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

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

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one

or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the “Master Indenture”), between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (the “Trustee”), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”), as supplemented by that certain (i) First Supplemental Trust Indenture (the “First Supplement”), Second Supplemental Trust Indenture (the “Second Supplement”), and Third Supplemental Trust Indenture (the “Third Supplement”), each between the Authority and the Trustee and dated as of February 1, 2005; (ii) Fourth Supplemental Trust Indenture (the “Fourth Supplement”), between the Authority and the Trustee and dated as of May 1, 2009; (iii) Fifth Supplemental Trust Indenture (the “Fifth Supplement”) and Sixth Supplemental Trust Indenture (the “Sixth Supplement”), each between the Authority and the Trustee and dated as of March 1, 2010; (iv) Seventh Supplemental Trust Indenture (the “Seventh Supplement”), between the Authority and the Trustee and dated as of August 1, 2010; (v) Eighth Supplemental Trust Indenture (the “Eighth Supplement”) and the Ninth Supplemental Trust Indenture (the “Ninth Supplement”), each between the Authority and the Trustee and dated as of June 1, 2011; (vi) Tenth Supplemental Trust Indenture (the “Tenth Supplement”) and Eleventh Supplemental Trust Indenture (the “Eleventh Supplement”), each between the Authority and the Trustee and dated as of May 1, 2013; (vii) Twelfth Supplemental Trust Indenture (the “Twelfth Supplement”), Thirteenth Supplemental Trust Indenture (the “Thirteenth Supplement”), Fourteenth Supplemental Trust Indenture (the “Fourteenth Supplement”) and Fifteenth Supplemental Trust Indenture (the “Fifteenth Supplement”), each between the Authority and the Trustee and dated as of November 1, 2015; (viii) Sixteenth Supplemental Trust Indenture (the “Sixteenth Supplement”), between the Authority and the Trustee and dated as of June 1, 2016; and (ix) Seventeenth Supplemental Trust Indenture (the “Seventeenth Supplement”) between the Authority and the Trustee and dated as of August 1, 2016 (the Master Indenture, as supplemented by the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement, the Tenth Supplement, the Eleventh Supplement, the Twelfth Supplement, the Thirteenth Supplement, the Fourteenth Supplement, the Fifteenth Supplement, the Sixteenth Supplement and the Seventeenth Supplement is referred to herein as the “Indenture”); and

WHEREAS, Sections 301, 302, 706, 708 and 1002 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Senior Lien Obligations and Additional Subordinate Lien Obligations, and to include in such supplemental indentures the terms of such Additional Senior Lien Obligations and Additional Subordinate Lien Obligations, respectively, and any other matters and things relative to the issuance of such Obligations that are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act, the Board of Directors (the “Board”) of the Authority has determined to issue (1) its Additional Senior Lien Obligations designated as its Senior Lien Revenue Bonds, Series 2018 (the “2018 Senior Lien Bonds”), pursuant to the Master Indenture

and an Eighteenth Supplemental Trust Indenture (the “Eighteenth Supplement”) for the purposes specified herein and (2) its Additional Subordinate Lien Obligations designated as the Authority’s Subordinate Lien Bond Anticipation Notes, Series 2018 (the “2018 Subordinate Lien BANs”) pursuant to the Master Indenture and a Nineteenth Supplemental Trust Indenture (the “Nineteenth Supplement” and together with the Eighteenth Supplement, the “2018 Supplements” and each a “2018 Supplement”), each dated as of the date specified in one or more Award Certificates (as hereinafter defined), and each 2018 Supplement being between the Trustee and the Authority, for the purposes specified herein, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, the Board has been presented with and examined proposed forms of the 2018 Supplements and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to issue the 2018 Senior Lien Bonds and the 2018 Subordinate Lien BANs (collectively, the “2018 Obligations”) and to authorize the execution and delivery of such documents; and

WHEREAS, the Board now desires to appoint one or more officers of the Authority to act on behalf of the Authority to determine the final terms and conditions of the 2018 Obligations, as provided herein, and to make such determinations and findings as may be required by the 2018 Supplements and to carry out the purposes of this Resolution and execute one or more Award Certificates setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2018 Obligations; and

WHEREAS, the Board desires to authorize the execution and delivery of the Eighteenth Supplement providing for the issuance of and setting forth the terms and provisions relating to the 2018 Senior Lien Bonds to be issued as Additional Senior Lien Obligations, and the pledge and security therefor, in the substantially final form of the Eighteenth Supplement; and

WHEREAS, the 2018 Senior Lien Bonds shall be issued as Additional Senior Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and the Eighteenth Supplement; and

WHEREAS, the Board desires to authorize the execution and delivery of the Nineteenth Supplement, providing for the issuance of and setting forth the terms and provisions relating to the 2018 Subordinate Lien BANs, to be issued as an Additional Subordinate Lien Obligation, and the pledge and security therefor, in the substantially final form of the Nineteenth Supplement; and

WHEREAS, the 2018 Subordinate Lien BANs shall be issued as Additional Subordinate Lien Obligations and Long-Term Obligations pursuant to and in accordance with the provisions of the Master Indenture and the Nineteenth Supplement; and

WHEREAS, the Authority currently intends to refinance the 2018 Subordinate Lien BANs with refunding bonds issued pursuant to Chapter 1207, Texas Government Code; and

WHEREAS, the Board desires to approve, ratify and confirm the preparation and distribution of a preliminary official statement and an official statement relating to the offering and sale of the 2018 Obligations; and

WHEREAS, the Board desires to provide for the issuance of the 2018 Senior Lien Bonds in accordance with the requirements of the Master Indenture and the Eighteenth Supplement, and to provide for the issuance of the 2018 Subordinate Lien BANs in accordance with the Master Indenture and the Nineteenth Supplement, and to authorize the execution and delivery of the 2018 Supplements and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith; and

WHEREAS, the Board desires to authorize the execution and delivery of one or more Bond Purchase Contracts (the "Purchase Contracts" or "Purchase Contract" as applicable), between the Authority and Jeffries LLC (the "Underwriters' Representative"), acting for and on behalf of itself and the syndicate of underwriters named therein (collectively, the "Underwriters") relating to the 2018 Obligations;

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

ARTICLE I

FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. (a) The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture and the 2018 Supplements.

(b) The Board has found and determined that the 2018 Obligations may be issued in part as one or more series of Additional Senior Lien Obligations and in part as one or more series of Additional Subordinate Lien Obligations, respectively, as designated by the Authorized Officer (as defined herein) in one or more Award Certificates (the "Award Certificates" or "Award Certificate," as applicable), and as Long-Term Obligations.

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

(d) The Board hereby finds and determines that the issuance of the 2018 Obligations is in the best interest of the Authority.

ARTICLE II

ISSUANCE OF 2018 SENIOR LIEN BONDS; APPROVAL OF DOCUMENTS

Section 2.1. Issuance, Execution and Delivery of 2018 Senior Lien Bonds; Approval of Eighteenth Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2018 Senior Lien Bonds in accordance with the terms of this Resolution, the Master Indenture and the Eighteenth Supplement, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Eighteenth Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute the Eighteenth Supplement and the Secretary is hereby authorized to attest the signature of the Authorized Officer.

Section 2.2. The Issuance of the 2018 Senior Lien Bonds. The issuance, execution and delivery of the 2018 Senior Lien Bonds, which shall be issued in the aggregate principal amounts, in one or more series and bearing interest in accordance with the terms of the Eighteenth Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to provide funds to (i) make deposits to a reserve fund, (ii) pay the Costs of improvements and extensions to the 290 East Project (as defined in the Eighth Supplement), including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, (iii) pay capitalized interest with respect to the 2018 Senior Lien Bonds, and (iv) pay the costs of issuance for the 2018 Senior Lien Bonds, all pursuant to and in accordance with the Master Indenture and the Eighteenth Supplement, are hereby authorized and approved.

ARTICLE III

ISSUANCE OF 2018 SUBORDINATE LIEN BANS; APPROVAL OF DOCUMENTS

Section 3.1. Issuance, Execution and Delivery of 2018 Subordinate Lien BANs; Approval of the Nineteenth Supplement. The Authority hereby authorizes, approves and directs the issuance of the 2018 Subordinate Lien BANs in accordance with the terms of this Resolution, the Master Indenture and the Nineteenth Supplement, a draft of which was presented to the Authority and its counsel, the form, terms and provisions of such Nineteenth Supplement being hereby authorized and approved with such changes as may be approved by the Authorized Officer, such approval to be evidenced by the execution thereof. The Authorized Officer is hereby authorized to execute the Nineteenth Supplement and the Secretary is hereby authorized to attest the signature of the Authorized Officer.

Section 3.2. The Issuance of the 2018 Subordinate Lien BANs. The issuance, execution and delivery of the 2018 Subordinate Lien BANs, which shall be issued in the aggregate principal amount and bearing interest in accordance with the terms of the Nineteenth Supplement, all as determined by the Authorized Officer and set forth in one or more Award Certificates, to (i) pay the Costs of improvements and extensions to the 290 East Project, including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, and (ii) pay the costs of issuance for the 2018 Subordinate Lien BANs, all pursuant to and in

accordance with the Master Indenture and the Nineteenth Supplement, are hereby authorized and approved.

ARTICLE IV

APPOINTMENT OF AUTHORIZED OFFICER; DELEGATION OF AUTHORITY

Section 4.1. Appointment of Authorized Officer. The Board hereby appoints the Chairman of the Board, the Executive Director and the Chief Financial Officer, severally and each of them, to act as an authorized officer (the “Authorized Officer”) on behalf of the Board and to perform all acts authorized and required of an Authorized Officer set forth in this Resolution and the 2018 Supplements. The Authorized Officer is hereby authorized and directed to execute one or more Award Certificates setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the 2018 Supplements.

Section 4.2. Delegation of Authority. (a) The Board hereby authorizes and directs that the Authorized Officer act on behalf of the Authority to determine the final terms and conditions of the 2018 Obligations, the dated date for the 2018 Supplements, the dated dates for the 2018 Obligations, the prices at which the 2018 Obligations will be sold, any different or additional designation or title of each series of the 2018 Obligations, the principal amounts and maturity dates therefor, the per annum interest rates for the 2018 Obligations, the aggregate principal amount of 2018 Obligations to be issued as Senior Lien Obligations, the aggregate principal amount of the 2018 Obligations to be issued as Subordinate Lien Obligations, the respective aggregate principal amounts of the 2018 Senior Lien Bonds and the 2018 Subordinate Lien BANs, the redemption provisions, dates and prices for the 2018 Obligations, the final forms of the 2018 Obligations and such other terms and provisions that shall be applicable to the 2018 Obligations, to approve the form and substance of one or more Purchase Contracts providing for the sale of the 2018 Obligations, to authorize and approve the forms of a preliminary official statement and a final official statement and to make such findings and determinations as are otherwise authorized herein or as may be required by the 2018 Supplements to carry out the purposes of this Resolution and to execute one or more Award Certificates setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the 2018 Obligations; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the 2018 Senior Lien Bonds to be issued shall not exceed \$70,000,000; and
- (ii) the 2018 Senior Lien Bonds shall not bear interest at an initial true interest rate greater than 6.00%; and
- (iii) the 2018 Senior Lien Bonds shall mature not later than January 1, 2048; and
- (iv) the aggregate principal amount of the 2018 Subordinate Lien BANs to be issued shall not exceed \$55,000,000; and
- (v) the 2018 Subordinate Lien BANs shall not bear interest at an initial rate greater than 4.00%; and

(vi) the 2018 Subordinate Lien BANs shall mature not later than January 1, 2022;

all based on bond market conditions and available rates for the 2018 Obligations on the date of sale of the 2018 Obligations and on the terms, conditions and provisions negotiated by the Authority for the 2018 Obligations.

(b) The 2018 Senior Lien Bonds may be issued as one or more series of 2018 Senior Lien Bonds and the 2018 Subordinate Lien BANs may be issued as one or more series of 2018 Subordinate Lien BANs, all as specified in the Award Certificates.

Section 4.3. Limitation on Delegation of Authority. The authority granted to the Authorized Officer under Article IV of this Resolution shall expire at 5:00 p.m. Central Time on July 15, 2019, unless otherwise extended by the Board by separate Resolution. Any 2018 Obligations, with respect to which an Award Certificate is executed prior to 5:00 p.m. Central Time on July 15, 2019, may be delivered to the initial purchaser thereof after such date.

ARTICLE V

APPROVAL OF SALE OF 2018 SENIOR LIEN BONDS AND 2018 SUBORDINATE LIEN BANS

Section 5.1. Approval of Sale of 2018 Obligations. The sale of the 2018 Obligations to Jeffries LLC, as the Underwriters' Representative, acting on behalf of itself and the other Underwriters, in the aggregate principal amounts, bearing interest at the rates and at the prices set forth in one or more Purchase Contracts, as determined by the Authorized Officer on the date of sale of the 2018 Obligations, is hereby authorized and approved. The Authorized Officer is hereby authorized and directed to execute and deliver such Purchase Contracts on behalf of the Authority providing for the sale of the 2018 Obligations to the Underwriters in such form as determined by the Authorized Officer, to be dated as of the date of its execution and delivery, by and among the Authority and the Underwriters. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of such Purchase Contracts and to approve and to execute and deliver such Purchase Contracts on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

Section 5.2. Sale on Best Terms Available. The 2018 Obligations shall be sold to the Underwriters at the prices, bearing interest at the rates and having such other terms and provisions, that, based on then current market conditions, result in the best terms reasonably available and advantageous to the Authority, as is determined by the Authorized Officer on the date of sale of each series of the 2018 Obligations. The Authorized Officer is hereby authorized and directed to make such findings in the Award Certificates regarding the terms of the sale of the 2018 Obligations and the benefit of such sale to the Authority.

ARTICLE VI

APPROVAL OF OFFICIAL STATEMENT

Section 6.1. Approval of Official Statement. The Authorized Officer is hereby authorized and directed to authorize and approve the form and substance of the Preliminary Official Statement prepared in connection with the public offering of the 2018 Obligations, together with any addenda, supplement or amendment thereto (the “Preliminary Official Statement”), and the preparation, use and distribution of the Preliminary Official Statement in the marketing of the 2018 Obligations. The Authorized Officer is authorized to “deem final” the Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the “Official Statement”). The use thereof by the Underwriters in the public offering and sale of the 2018 Obligations is hereby authorized and approved. The Chairman of the Board is hereby authorized and directed to execute and the Authorized Officer to deliver the Official Statement to the Underwriters in number and in accordance with the terms of the Purchase Contract. The Secretary of the Board is hereby authorized and directed to include and maintain copies of the Preliminary Official Statement and the Official Statement in the permanent records of the Authority.

ARTICLE VII

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

Section 7.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the 2018 Obligations shall be used for the respective purposes set forth in and in accordance with the terms and provisions of all respective 2018 Supplements and the related Award Certificates. The deposit and application of the proceeds from the sale of the 2018 Obligations shall be set forth in Letters of Instruction of the Authority executed by the Authorized Officer.

Section 7.2. Execution and Delivery of Other Documents. The Authorized Officer is hereby authorized and directed to execute and deliver from time to time and on an ongoing basis such other documents and agreements, including amendments, modifications, supplements or consents to existing agreements (including any agreements with the Texas Department of Transportation and the United States Department of Transportation), assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Indenture, the 2018 Supplements, the Award Certificates and the Purchase Contracts.

Section 7.3. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Officer is hereby authorized to make or approve such revisions

in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the 2018 Obligations in accordance with the terms of the Master Indenture and the 2018 Supplements as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

ARTICLE VIII

APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 8.1. Approval of Submission to the Attorney General of Texas. The Authority's Bond Counsel is hereby authorized and directed to submit to the Attorney General, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the 2018 Obligations as required by law, and to the Comptroller of Public Accounts of the State of Texas for registration. In connection with the submission of the record of proceedings for the 2018 Obligations to the Attorney General of the State of Texas for examination and approval of such 2018 Obligations, the Authorized Officer is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The initial 2018 Obligations shall be delivered to the Trustee for delivery to the Underwriters' Representative against payment therefor and upon satisfaction of the requirements of the Indenture, the 2018 Supplements and the Purchase Contracts.

Section 8.2. Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the 2018 Obligations and for all other Authority activities.

Section 8.3. Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Officer, the Controller and the Authority's staff in connection with the issuance of the 2018 Obligations are hereby approved, ratified and confirmed.

Section 8.4. Authority to Invest Funds. The Executive Director, the Chief Financial Officer and the Controller are each hereby severally authorized on an ongoing basis to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Indenture, the 2018 Supplements with respect to the investment of proceeds of the 2018 Obligations and other funds of the Authority.

Section 8.5. Federal Tax Considerations. In addition to any other authority provided under this Resolution, each Authorized Officer is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for each series of 2018 Obligations whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. Each Authorized Officer is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other

instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Officer, and either of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the 2018 Obligations herein authorized.

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

Adopted, passed and approved by the Board of Directors of the Central Texas Regional Mobility Authority on the _____ day of _____, 2018.

Submitted and reviewed by:

Approved:

Geoff S. Petrov
General Counsel

Ray Wilkerson
Chairman, Board of Directors

EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND

REGIONS BANK, TRUSTEE

AUTHORIZING

SENIOR LIEN REVENUE BONDS, SERIES 2018

Dated as of _____ 1, 2018

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EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE

THIS EIGHTEENTH SUPPLEMENTAL TRUST INDENTURE, dated as of _____ 1, 2018 (this “Supplemental Indenture” or “Eighteenth Supplemental Indenture”), is made by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and REGIONS BANK, an Alabama state banking corporation, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meaning as provided in Section 1.2 of this Supplemental Indenture.

RECITALS

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

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

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 1002 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the authority granted in the Act and Chapter 1371, Texas Government Code, as amended, the Authority has determined to authorize the issuance of its Senior Lien Revenue Bonds, Series 2018 (the “Series 2018 Bonds”), pursuant to the Master Indenture and this Supplemental Indenture for the purpose of providing funds (i) to pay a portion

of the Costs of improvements and extensions to the 290 East Project, including without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, and (ii) for the other purposes specified herein; and

WHEREAS, the Board hereby finds and determines that the issuance of the Series 2018 Bonds is in the best interest of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Officer to make such findings and determinations as may be required in connection with the issuance of the Series 2018 Bonds and to set forth such findings and determinations in the Award Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the Series 2018 Bonds have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the Series 2018 Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2018 Bonds by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 2018 Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the Series 2018 Bonds, as follows:

ARTICLE I.

DEFINITIONS AND STATUTORY AUTHORITY

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions. Unless the context shall require otherwise, all defined terms contained in the Master Indenture shall have the same meanings in this Supplemental Indenture (other than in the Bond Form) as such defined terms are given in Section 101 of the Master Indenture.

As used in this Supplemental Indenture (other than in the Bond Form), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Arbitrage Analyst” shall mean any nationally recognized firm of certified public accountants or any other nationally recognized firm or Person approved by the Authority and expert in the area of verification of arbitrage calculations related to tax-exempt bonds.

“Authorized Denomination” shall mean, with respect to Series 2018 Bonds, \$5,000 principal amount or any integral multiple thereof.

“Authorized Officer” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” shall mean the Award Certificate executed and delivered by an Authorized Officer pursuant to Section 2.1 hereof in connection with initial issuance and delivery of the Series 2018 Bonds authorized to be issued hereunder.

“Bond Form” shall mean the Form of Series 2018 Bond attached to the Award Certificate, with such changes and modifications as shall be appropriate to conform to the terms of the Award Certificate.

“Bond Proceeds Clearance Fund SR LIEN 2018” shall mean the “Bond Proceeds Clearance Fund Senior Lien 2018” established pursuant to Section 3.5(a) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Bond Proceeds Funded Account” shall mean the Account by that name established pursuant to the Twelfth Supplemental Indenture as part of the Senior Lien Debt Service Reserve Fund.

“Bond Resolution” shall mean Resolution No. 18-___, adopted by the Board of Directors of the Authority on July ___, 2018.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that is each anniversary of the Issuance Date and on the date of final maturity of the Series 2018 Bonds. The last Bond Year may be a short period.

“CAP I Subaccount SR LIEN 2018 DSA” shall mean the “Capitalized Interest Subaccount 2018 Senior Lien Debt Service Account” established in Section 3.4 hereof as part of the Debt Service Account 2018 SR LIEN.

“CAP I Subaccount SR LIEN 2018 Project” shall mean the “Capitalized Interest Subaccount 290 East 2018 Senior Lien Project” established in Section 3.3 hereof as part of the 290 East Project 2018 SR LIEN Project Subaccount.

“Capitalized Interest Period” shall mean, for each portion of the improvements and extensions to the 290 East Project financed with the proceeds of the Series 2018 Bonds with a separate placed-in-service date, the period commencing on the Issuance Date and ending on the

date that is the later of (i) three years from the Issuance Date and (ii) one year after the applicable portion of the improvements and extensions to the 290 East Project financed with the proceeds of the Series 2018 Bonds (A) has reached a degree of completion which would permit its operation at substantially its design level and (B) is, in fact, in operation at such level.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“COI 2018 Fund SR LIEN” shall mean the “2018 Costs of Issuance Fund Senior Lien” established pursuant to Section 3.5(b) hereof.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Debt Service Account 2018 SR LIEN” shall mean the “Debt Service Account 2018 Senior Lien” established in Section 3.4 hereof as part of the Senior Lien Debt Service Fund and any subaccounts established therein pursuant to this Supplemental Indenture or a Letter of Instructions signed by an Authorized Officer.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Securities Depository effects book-entry transfers and pledges of securities deposited with such Securities Depository.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Houston, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the Series 2018 Bonds.

“DTC” shall mean The Depository Trust Company, its successors and assigns.

“Eighth Supplemental Indenture” shall mean the Eighth Supplemental Trust Indenture, dated June 1, 2011, between the Authority and the Trustee.

“Final Computation Date” shall mean the date on which the last bond of the Series 2018 Bonds is discharged.

“First Supplemental Indenture” shall mean the First Supplemental Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to the date of this Eighteenth Supplemental Indenture; (ii) by this Eighteenth Supplemental Indenture; (iii) by the Nineteenth Supplemental Trust Indenture dated as of the date first written above, between the Authority and the Trustee; and (iv) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial Series 2018 Bonds” shall mean the Initial Series 2018 Bonds, as described in Section 2.4 hereof.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall mean, with respect to the Series 2018 Bonds, each July 1 and January 1, commencing on the date specified in the Award Certificate.

“Issuance Date” shall mean the date of initial issuance and delivery of the Series 2018 Bonds to the Underwriters, or the representative thereof, against payment therefor.

“Letter of Representations” shall mean that certain Blanket Issuer Letter of Representations between the Authority and DTC, as the Securities Depository.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Official Statement” shall mean the Authority’s final official statement prepared in connection with the public offering and sale of the Series 2018 Bonds, together with any addenda, supplements and amendments thereto.

“Purchase Contract” shall mean the Bond Purchase Contract between the Authority and the respective Underwriters providing for the purchase of the Series 2018 Bonds by the Underwriters.

“Rebate Amount” shall mean that amount, as of each respective Computation Date, described in section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with section 1.148-3 of the Regulations.

“Record Date” shall mean with respect to the Series 2018 Bonds, the fifteenth (15th) calendar day of the month preceding each Interest Payment Date.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Revenue Funded Account” shall mean the Account by that name established pursuant to the Twelfth Supplemental Indenture as part of the Senior Lien Debt Service Reserve Fund.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and any successor Securities Depository appointed pursuant to Section 913 of the Master Indenture and Section 2.7 of this Supplemental Indenture.

“Senior Lien Debt Service Reserve Requirement” shall mean an amount equal to the least of (i) the maximum Annual Debt Service on all Outstanding Senior Lien Obligations, (ii) 1.25 times the Average Annual Debt Service on all Outstanding Senior Lien Obligations, or (iii) ten percent (10%) of the aggregate amount of the Outstanding Senior Lien Obligations, as determined on the date each Series of Senior Lien Obligations is issued.

“Series 2018 Bonds” shall mean the Authority’s Senior Lien Revenue Bonds, Series 2018, authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter.

“Springing Lien Account” shall have the meaning given to such term in the Twelfth Supplemental Indenture.

“Springing Lien Obligation” shall have the meaning given to such term in the Twelfth Supplemental Indenture.

“Stated Maturity” shall mean the date on which a Series 2018 Bond is scheduled to mature, as set forth in the Award Certificate.

“Supplemental Indenture” or “Eighteenth Supplemental Indenture” shall mean this Eighteenth Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Treasury” shall mean the United States Department of the Treasury, or any successor department or agency to the obligations thereof.

“Twelfth Supplemental Indenture” shall mean the Twelfth Supplemental Trust Indenture, dated as of November 1, 2015, between the Authority and the Trustee.

“290 East Project” shall have the meaning given to such term in the Eighth Supplemental Indenture.

“290 East 2018 Project Account” shall mean the account by that name established pursuant to Section 3.1 hereof as part of the Construction Fund.

“290 East 2018 SR LIEN Project Subaccount” shall mean the “290 East 2018 Senior Lien Project Subaccount” established pursuant to Section 3.2 hereof as part of the 290 East 2018 Project Account.

“2018 Senior Lien Rebate Account” shall mean the account by that name established pursuant to Section 5.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Underwriters” shall mean the underwriters named in the Purchase Contract.

“Yield Reduction Payments” shall mean amounts paid in accordance with section 1.148-5(c) of the Regulations that are treated as payments that reduce the yield on an investment.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 1002(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as amended by this Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Subject to the terms of the Master Indenture and the terms hereof, nothing in this Supplemental Indenture or in the Series 2018

Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of Series 2018 Bonds, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative or Authorized Officer of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

ARTICLE II.

AUTHORIZATION AND TERMS OF SERIES 2018 BONDS

Section 2.1. Authorization, Principal Amounts, Designation of Series, Terms and Provisions to Apply.

(a) In accordance with and subject to the terms, conditions and limitations established in the Indenture and this Supplemental Indenture, the Series 2018 Bonds are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1371, Texas Government Code, as amended, and the Act. The Authorized Officer shall determine the aggregate principal amount of Series 2018 Bonds to be issued for the purposes identified in Section 2.2 of this Supplemental Indenture and shall make such findings as required by law, as authorized by the Bond Resolution or as otherwise deemed appropriate by the Authorized Officer, all of which shall be set forth in the Award Certificate. The terms of the Series 2018 Bonds shall be as set forth in the Master Indenture, this Supplemental Indenture and the Award Certificate. All terms and provisions of the Award Certificate relating to the Series 2018 Bonds shall be deemed to be incorporated into and shall become a part of this Eighteenth Supplemental Indenture.

(b) The Authorized Officer shall determine and shall set forth in the Award Certificate the aggregate principal amount of Series 2018 Bonds to be issued, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Officer as necessary or desirable with respect to the terms of the Series 2018 Bonds.

Section 2.2. Purposes. The Series 2018 Bonds are issued in accordance with Section 302(a) of the Master Indenture for the purpose of providing funds to: (i) pay a portion of the Costs of the improvements and extensions to the 290 East Project, including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange; (ii) pay capitalized interest on the Series 2018 Bonds; (iii) make a deposit to the Senior Lien Debt Service Reserve Fund; and (iv) pay certain costs of issuance for the Series 2018 Bonds, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The Series 2018 Bonds are designated as Senior Lien Obligations, Current Interest Bonds and as Long-Term Obligations under the Master Indenture.

(b) The Series 2018 Bonds shall be limited obligations of the Authority constituting Senior Lien Obligations payable from and secured solely by a first lien on, pledge of and security interest in the Trust Estate; provided, that the interest of the Series 2018 Bonds in the Construction Fund shall be limited to amounts on deposit in the 290 East 2018 SR LIEN Project Subaccount. The Series 2018 Bonds, as Senior Lien Obligations, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Series 2018 Bonds. The Series 2018 Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the Series 2018 Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Senior Lien Obligations.

NONE OF THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2018 BONDS. THE SERIES 2018 BONDS ARE PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2018 BONDS. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE SERIES 2018 BONDS SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE SERIES 2018 BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

By its purchase and acceptance of the Series 2018 Bonds, each holder thereof acknowledges that, the Authority has previously issued and there is currently outstanding, and the Authority has reserved the right pursuant to the Master Indenture to issue in the future, one or more series of Subordinate Lien Obligations that, upon the occurrence of an Event of Default described in Section 801(d) of the Master Indenture, will be deemed to be and will automatically become a Senior Lien Obligation in accordance with the provisions of the Supplemental Indenture (as defined in the Master Indenture) authorizing such Subordinate Lien Obligations.

Section 2.4. Date, Denomination, Numbers, and Letters.

(a) The Series 2018 Bonds shall be dated as provided in the Award Certificate and shall be issued in Authorized Denominations.

(b) Unless the Authority shall direct otherwise, each Series 2018 Bond shall be lettered and numbered separately from 1 upward. The Series 2018 Bonds registered by the Comptroller

of Public Accounts of the State of Texas (the “Initial Series 2018 Bonds”) shall be lettered and numbered separately from T-1 upward.

Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the Series 2018 Bonds.

(a) The Series 2018 Bonds shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for until the principal of such Series 2018 Bonds has been paid or provided for either at Stated Maturity or the prior redemption thereof. Interest on the Series 2018 Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable on each Interest Payment Date.

(b) The Series 2018 Bonds shall mature on January 1 in the years, in the respective principal amounts and shall bear interest at the per annum rates set forth in the Award Certificate.

Section 2.6. Paying Agent; Method and Place of Payment.

(a) The Trustee is hereby appointed as Paying Agent for the Series 2018 Bonds.

(b) The principal of the Series 2018 Bonds shall be payable on the due date thereof (whether at Stated Maturity or, if applicable, prior redemption date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office.

(c) Interest payable on each Series 2018 Bond shall be paid by check dated as of the Interest Payment Date and mailed by the Trustee to the Holder in whose name such Series 2018 Bond is registered at the close of business on the Record Date, by mail, first class postage prepaid, to the address of the Holder as it appears in the registration books kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee and the Person to whom interest is to be paid; provided, however, that such Person shall bear all risk and expenses of such other customary banking arrangements. In the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (defined in Section 1.2 hereof as a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (defined in Section 1.2 hereof as the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Series 2018 Bond appearing on the books of the Trustee at the close business on the last Business Day preceding the date of mailing of such notice.

Section 2.7. Securities Depository; Book-Entry System.

(a) Pursuant to Section 913 of the Master Indenture, the Authority hereby appoints The Depository Trust Company (“DTC”) as Securities Depository for the Series 2018 Bonds. In accordance with the Letter of Representations, the Authority shall cause the Series 2018 Bonds to be registered in the name of Cede & Co., as nominee for DTC, and to be delivered by the Underwriters to DTC on the Issuance Date.

(b) With respect to Series 2018 Bonds registered in the registration books maintained by the Trustee in the name of Cede & Co., or a nominee of any successor Securities Depository, pursuant to Section 913 of the Master Indenture, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 2018 Bonds. The Authority and the Trustee may treat and consider the Holder of any Series 2018 Bond as the absolute owner of such Series 2018 Bond for the purpose of payment of the principal of, premium, if any, and interest on such Series 2018 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2018 Bond, for the purpose of registering transfers and exchanges with respect to such Series 2018 Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of, premium, if any, and interest on the Series 2018 Bonds only to or upon the order of the respective Holders of the Series 2018 Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, any successor Securities Depository or any Depository Participant with respect to any ownership interest in Series 2018 Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a Holder of a Series 2018 Bond as shown in the registration books for Obligations required to be kept and maintained pursuant to the Master Indenture, of any notice with respect to the Series 2018 Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a Holder of a Series 2018 Bond, of any amount with respect to any Series 2018 Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 2018 Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Securities Depository.

(c) In the event that either (i) the Securities Depository that is, directly or through a nominee, the Holder of all of the Outstanding Series 2018 Bonds notifies the Trustee and the Authority that it is no longer willing or able to discharge its responsibilities as a Securities Depository or (ii) the Authority determines that continuance of the existing book-entry system for ownership of interests in the Series 2018 Bonds is not in the best interest of such owners of beneficial interests in the Series 2018 Bonds, then the Authority shall direct the Securities Depository to terminate the existing book-entry system for ownership of interests in the Series 2018 Bonds. Upon such termination, the Authority shall promptly select a substitute Securities Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 2018 Bonds, if one is available satisfactory to the Authority, and the ownership of all Series 2018 Bonds shall be transferred on the registration books for the Series 2018 Bonds to such successor Securities Depository, or its nominee. In the alternative, the Authority may direct the Trustee to, and if the Authority fails to promptly designate a successor Securities Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Securities Depository for the Series 2018 Bonds, of the availability of Series 2018 Bonds registered in the names of such Persons as are owners of beneficial interests in the Series 2018 Bonds and, upon surrender to the Trustee of the Outstanding Series 2018 Bonds held by the Securities Depository, accompanied by registration instructions from the Securities Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated Series 2018 Bonds, in Authorized Denominations, to the owners of beneficial interests in the Series 2018 Bonds as of the date of the termination of the existing book-entry ownership system for the Series 2018 Bonds. Neither the Authority nor the Trustee shall be

liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Authority has designated a Securities Depository to provide a system of book-entry ownership of the Series 2018 Bonds, all of the Series 2018 Bonds must be held under such book-entry system.

(d) Notwithstanding any other provisions in Article II hereof, the Authority and the Trustee may, but shall not be required to, enter into separate agreements with one or more Securities Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8. Redemption Prices and Terms. The Series 2018 Bonds shall be subject to redemption prior to Stated Maturity only as provided in the Award Certificate for the Series 2018 Bonds and in this Supplemental Indenture.

Section 2.9. Notice of Redemption.

(a) Unless otherwise specified herein or in the Award Certificate, the terms and provisions of Article IV of the Master Indenture relating to the selection of Obligations for redemption and the giving of notice therefor shall apply to the Series 2018 Bonds. In addition, if the Series 2018 Bonds are registered in the name of the nominee of the Securities Depository, the Trustee shall deliver notice of such redemption to the Securities Depository at the times and in the manner required by the operational procedures of such Securities Depository in order to timely effect the redemption of such Series 2018 Bonds.

(b) Any notice mailed or transmitted as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 2018 Bonds receives the notice.

ARTICLE III.

ACCOUNTS; APPLICATION OF PROCEEDS

Section 3.1. Establishment of 290 East 2018 Project Account.

(a) Pursuant to the provisions of Section 504(c) of the Master Indenture, there is hereby established within the Construction Fund the “290 East 2018 Project Account.”

(b) All amounts on deposit in the 290 East 2018 Project Account shall be applied to the payment of the Costs of improvements and extensions to the 290 East Project, including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, in accordance with and subject to the provisions of Section 519 of the Master Indenture and this Eighteenth Supplemental Indenture.

Section 3.2. 290 East 2018 SR LIEN Project Subaccount.

(a) There is hereby established within the 290 East 2018 Project Account a subaccount designated “290 East 2018 Senior Lien Project Subaccount” (“290 East 2018 SR LIEN Project Subaccount”).

(b) On the Issuance Date, a portion of the proceeds of the Series 2018 Bonds shall be deposited to the 290 East 2018 SR LIEN Project Subaccount, as directed in a Letter of Instructions of the Authority.

(c) Amounts on deposit in the 290 East 2018 SR LIEN Project Subaccount (other than amounts on deposit in the CAP I Subaccount SR LIEN 2018 Project) shall be used for the purpose of paying a portion of the Costs of improvements and extensions to the 290 East Project, including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, in accordance with and subject to the provisions of Section 519 of the Master Indenture and this Eighteenth Supplemental Indenture.

(d) The Authority shall submit written requisition requests in the form of Exhibit A to this Supplemental Indenture to request disbursements from the 290 East 2018 SR LIEN Project Subaccount in accordance with Section 519 of the Master Indenture.

Section 3.3. Capitalized Interest Subaccount 290 East 2018 Senior Lien Project.

(a) There is hereby established within the 290 East 2018 SR LIEN Project Subaccount the “Capitalized Interest Subaccount 290 East 2018 Senior Lien Project” (“CAP I Subaccount SR LIEN 2018 Project”). On the Issuance Date, a portion of the proceeds of the Series 2018 Bonds shall be deposited to the CAP I Subaccount SR LIEN 2018 Project, as directed in a Letter of Instructions of the Authority.

(b) Amounts on deposit in the CAP I Subaccount SR LIEN 2018 Project shall be used to pay interest accrued during each Capitalized Interest Period on the Series 2018 Bonds. On or prior to each Interest Payment Date for the Series 2018 Bonds, the Trustee shall transfer to the CAP I Subaccount SR LIEN 2018 DSA, after giving effect to the amount, if any, on deposit therein, the amount required to pay accrued but unpaid interest accrued during each Capitalized Interest Period on the Series 2018 Bonds on such Interest Payment Date.

(c) Any amount remaining in the CAP I Subaccount SR 2018 LIEN Project after the Interest Payment Date occurring immediately after the end of the final Capitalized Interest Period shall be transferred to the 290 East 2018 SR LIEN Project Subaccount.

Section 3.4. Debt Service Account 2018 Senior Lien.

(a) There is hereby established within the Senior Lien Debt Service Fund an account designated “Debt Service Account 2018 Senior Lien” (“Debt Service Account 2018 SR LIEN”). Moneys on deposit in the Debt Service Account 2018 SR LIEN shall be used to pay debt service on the Series 2018 Bonds when due.

(b) There is hereby established within the Debt Service Account 2018 SR LIEN a subaccount designated “Capitalized Interest Subaccount 2018 Senior Lien Debt Service Account” (“CAP I Subaccount SR LIEN 2018 DSA”). Amounts on deposit in the CAP I Subaccount SR LIEN 2018 DSA shall be used to pay interest on the Series 2018 Bonds during the applicable Capitalized Interest Period.

(c) On or prior to each Interest Payment Date with respect to the Series 2018 Bonds, the Trustee shall deposit to the Debt Service Account 2018 SR LIEN from Revenues, after giving effect to the any amounts on deposit in the CAP I Subaccount SR LIEN 2018 DSA, an amount sufficient to pay debt service then due on the Series 2018 Bonds.

Section 3.5. Bond Proceeds Clearance Fund; Costs of Issuance Fund; Initial Deposits.

(a) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Bonds Proceeds Clearance Fund Senior Lien 2018” (the “Bond Proceeds Clearance Fund SR LIEN 2018”). On the Issuance Date, the proceeds from the sale of the Series 2018 Bonds shall be deposited to the Bond Proceeds Clearance Fund SR LIEN 2018 and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Officer. The Trustee shall create within the Bond Proceeds Clearance Fund SR LIEN 2018 such accounts as shall be authorized in a Letter of Instructions signed by an Authorized Officer and deposit the proceeds of the Series 2018 Bonds as shall be directed in such Letter of Instructions. The Bond Proceeds Clearance Fund SR LIEN 2018 shall be closed upon disbursement of all amounts deposited thereto.

(b) There is hereby established with the Trustee the “2018 Costs of Issuance Fund Senior Lien” (“COI 2018 Fund SR LIEN”), relating to the Series 2018 Bonds. There shall be deposited to the COI 2018 Fund SR LIEN from the proceeds of the Series 2018 Bonds deposited to the Bond Proceeds Clearance Fund SR LIEN 2018, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority. Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the COI 2018 Fund SR LIEN on the date which is 90 days after the Issuance Date of the Series 2018 Bonds shall be transferred to the Debt Service Account 2018 SR LIEN. Following such transfer, the COI 2018 Fund SR LIEN shall be closed.

Section 3.6. Senior Lien Debt Service Reserve Requirement. The Senior Lien Debt Service Reserve Requirement established in the First Supplemental Indenture is hereby confirmed and reestablished with respect to the Series 2018 Bonds as if set forth in full in this Supplemental Indenture. The provisions of Sections 3.9 and 3.10 of the Twelfth Supplemental Indenture relating to the establishment and operation of certain Accounts within the Senior Lien Debt Service Reserve Fund (including, but not limited to, the Bond Proceeds Funded Account, the Revenue Funded Account and the Springing Lien Account) are hereby ratified and affirmed, shall apply to and benefit the Series 2018 Bonds and Springing Lien Obligations generally, and shall survive the payment or defeasance of any Senior Lien Obligations issued pursuant to the Twelfth Supplemental Indenture.

Section 3.7. 2005 TxDOT Grant Fund. The 2005 TxDOT Grant Fund, established and created pursuant to the First Supplemental Indenture, is hereby reestablished, recreated and affirmed. The 2005 TxDOT Grant Fund shall be established with, and held and maintained by, the Trustee in accordance with the provisions of the Indenture and this Section 3.7. Until transferred in accordance with this Section 3.7, amounts on deposit in the 2005 TxDOT Grant Fund shall be invested by the Trustee in accordance with the provisions of the Indenture. Interest earned from the investment of any amounts in the 2005 TxDOT Grant Fund or any profits realized from any Permitted Investment of amounts in the 2005 TxDOT Grant Fund shall remain in such Fund. Amounts on deposit in the 2005 TxDOT Grant Fund shall be transferred by the Trustee

from time to time in accordance with a Letter of Instruction from the Authority to the Operating Fund or the Senior Lien Debt Service Fund.

ARTICLE IV.

FORM OF BONDS

Section 4.1. Form of Series 2018 Bonds. The form of the Series 2018 Bonds, including any Series 2018 Bonds issued in exchange or replacement for any other Series 2018 Bond or portion thereof, including the form of the Trustee's Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to Initial Series 2018 Bonds and the Form of Assignment, shall be substantially as set forth in or attached to the Award Certificate, with such omissions, insertions, modifications and variations as permitted or required by the Master Indenture, this Supplemental Indenture and the Award Certificate.

Section 4.2. Initial Series 2018 Bonds. The Initial Series 2018 Bonds, as described in Section 2.4, may be in the form of a single Series 2018 Bond representing the entire principal amount of Series 2018 Bonds, payable in stated installments to the order of the representative of the Underwriters or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding Bonds.

(a) The Series 2018 Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the Series 2018 Bonds, as evidenced by their execution thereof.

(b) The definitive Series 2018 Bonds shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such Series 2018 Bonds, as evidenced by their execution thereof.

(c) The Initial Series 2018 Bonds submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

ARTICLE V.

TAX MATTERS; REBATE

Section 5.1. Federal Income Tax Exclusion.

(a) General. The Authority intends that the interest on the Series 2018 Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141

through 150, inclusive, of the Code. The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Series 2018 Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of section 103 and 141 through 150, inclusive, of the Code. In particular, the Authority covenants and agrees to comply with each requirement of this Section 5.1; provided, however, that the Authority will not be required to comply with any particular requirement of this Section 5.1 if the Authority has received a Counsel's Opinion that (i) such noncompliance will not adversely affect the excludability of interest on the Series 2018 Bonds from gross income for federal income tax purposes or (ii) that compliance with some other requirement set forth in such Counsel's Opinion will satisfy the applicable requirements of the Code, in which case compliance with such other requirement shall constitute compliance with the corresponding requirement specified in this Section 5.1.

(b) No Private Use or Payment and No Private Loan Financing. The Authority covenants and agrees that it will make such use of the proceeds of the Series 2018 Bonds including interest or other investment income derived from Series 2018 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Series 2018 Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2018 Bonds are delivered, the proceeds of the Series 2018 Bonds will not be used in a manner that would cause the Series 2018 Bonds to be "private activity bonds" within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The Authority covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2018 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2018 Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No Arbitrage. The Authority covenants and agrees that it will make such use of the proceeds of the Series 2018 Bonds including interest or other investment income derived from Series 2018 Bond proceeds, regulate investments of proceeds of the Series 2018 Bonds, and take such other and further action as may be required so that the Series 2018 Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2018 Bonds are delivered, the proceeds of the Series 2018 Bonds will not be used in a manner that would cause the Series 2018 Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code. To the extent permitted by section 1.148-5(c)(3) of the Regulations, the yield restriction requirements may be satisfied by making Yield Reduction Payments to the federal government.

(f) Arbitrage Rebate. If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the “gross proceeds” of the Series 2018 Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Series 2018 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Series 2018 Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issues of the Authority or moneys that do not represent gross proceeds of any bonds of the Authority, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Series 2018 Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 2018 Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2018 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2018 Bonds are issued, an information statement concerning the Series 2018 Bonds, all under and in accordance with section 149(e) of the Code.

(h) Registration. The Series 2018 Bonds will be issued in registered form.

(i) Record Retention. The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Series 2018 Bonds until three years after the last Series 2018 Bond is redeemed or paid at maturity, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Series 2018 Bonds by the Internal Revenue Service.

(j) Deliberate Actions. The Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2018 Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Series 2018 Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the Authority takes such action, and a Counsel’s Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Supplemental Indenture, the Authority's obligations under the covenants and provisions of this Section 5.1 shall survive the defeasance and discharge of the Series 2018 Bonds for as long as such matters are relevant to the excludability of interest on the Series 2018 Bonds from gross income for federal income tax purposes.

Section 5.2. 2018 Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "2018 Senior Lien Rebate Account." Amounts deposited to the 2018 Senior Lien Rebate Account shall be applied to the payment of Yield Reduction Payments and/or the Rebate Amount, as set forth in a Letter of Instructions from the Authority. The 2018 Senior Lien Rebate Account and amounts on deposit therein are not security for the Series 2018 Bonds and are not part of the Trust Estate.

(b) The Authority will deliver to the Trustee, within fifty-five days after each Computation Date:

(i) a statement, signed by an officer of the Authority, stating the Rebate Amount as of such Computation Date and the amount of any Yield Reduction Payments due; and

(ii) (1) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the 2018 Senior Lien Rebate Account, is equal to at least ninety percent (90%) of the Rebate Amount and/or Yield Reduction Payments due as of such Installment Computation Date, less any "previous rebate payments" (determined in accordance with section 1.148-3(f)(1) of the Regulations), made to the United States of America or (2) if such Computation Date is the Final Computation Date, an amount that, together with any amount then held for the credit of the 2018 Senior Lien Rebate Account, is equal to the Rebate Amount and/or Yield Reduction Payments as of such Final Computation Date, less any "previous rebate payments" (determined in accordance with section 1.148-3(f)(1) of the Regulations) made to the United States of America; and

(iii) an Internal Revenue Service Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate ("Form 8038-T") properly signed and completed as of such Computation Date.

(c) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the 2018 Senior Lien Rebate Account and remit to the United States of America the Yield Reduction Payments and/or Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the Series 2018 Bonds.

(d) If the Authority discovers or is notified as of any date that any amount required to be paid to the United States of America pursuant to this Section 5.2 has not been paid as required or that any payment paid to the United States of America pursuant to this Section 5.2 will have failed to satisfy any requirement of section 148(f) of the Code or 1.148-3 of the Regulations (whether or not such failure will be due to any default by the Authority or the Trustee), the Authority will (1) deliver to the Trustee (for deposit to the 2018 Senior Lien Rebate Account) and cause the Trustee to pay to the United States of America from the 2018 Senior Lien Rebate Account (A) the Yield Reduction Payment and/or Rebate Amount that the Authority failed to pay, plus any interest specified in section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within 175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the fifty percent penalty required by section 1.148-3(h)(1) of the Regulations, and (2) deliver to the Trustee an Internal Revenue Service Form 8038-T completed as of such date. If such Yield Reduction Payments and/or Rebate Amount, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified in the Regulations, the Authority will take such steps as are necessary to prevent the Series 2018 Bonds from becoming “arbitrage bonds,” within the meaning of section 148 of the Code.

(e) The Authority will retain calculations, made in preparing the statements described in this Section 5.2, whether prepared by the Authority or the Arbitrage Analyst, for at least three years after the later of the final maturity of the Series 2018 Bonds or the first date on which no Series 2018 Bonds are outstanding.

(f) The Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2018 Bonds that is not purchased at fair market value or includes terms that the Authority would not have included if the Series 2018 Bonds were not subject to section 148(f) of the Code.

(g) Notwithstanding the foregoing, the Authority will not be required to perform the obligations set forth in this Section 5.2 (except for the obligation to retain accounting records as described in Section 5.2) if (A) the Authority has not invested gross proceeds of the Series 2018 Bonds at a yield that is “materially higher” the yield on the Series 2018 Bonds and, therefore, is not required to pay Yield Reduction Payments and/or (B) the Authority has not earned any rebatable arbitrage and, therefore, is not subject to the rebate obligation set forth in section 148(f) of the Code. To the extent that the Authority will not be required to perform such obligations, the Authority will send written notice to the Trustee within 55 days after the applicable Computation Date.

ARTICLE VI.

CONTINUING DISCLOSURE

Section 6.1. Definitions. As used in this Article, the following terms have the meanings assigned to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 6.2. Annual Reports.

(a) The Authority shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Authority and the System of the general type included in the final Official Statement, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit B hereto, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority shall provide such audited financial statements as required to the MSRB. In addition to the annual information described above, the Authority will provide certain information on a quarterly basis, as described in Exhibit B hereto.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 6.3. Event Notices.

(a) As used in this Section, the term “obligated person” shall mean any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2018 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority shall provide notice of any of the following events with respect to the Series 2018 Bonds to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2018 Bonds, or other material events affecting the tax status of the Series 2018 Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Series 2018 Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of any obligated person, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 6.2 of this Supplemental Indenture by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6.4. Limitations, Disclaimers and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Series 2018 Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes Series 2018 Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Series 2018 Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2018 Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2018 BONDS OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall comprise a breach of or default under the Indenture for purposes of any other provisions of this Supplemental Indenture.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Authority, or type of business or operations conducted by the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2018 Bonds in the primary offering of the Series 2018 Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Supplemental Indenture that authorizes such an amendment) of the Outstanding Series 2018 Bonds consent to such amendment or (b) a person

that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Series 2018 Bonds. If the Authority so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 6.2 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE VII.

OTHER MATTERS

Section 7.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 7.2. Designation as System Project. The designation of the 290 East Project, together with all improvements and extensions thereto constructed with the proceeds of the Series 2018 Bonds, as a System Project is ratified and reaffirmed. The existing eastbound U.S. 290 to northbound SH 130 direct connector (the “Existing TxDOT DC”) was previously constructed, and is owned and operated, by the Texas Department of Transportation (“TxDOT”). The eastbound U.S. 290 to southbound SH 130 direct connector and certain associated improvements (the “New TxDOT DC”) that are being constructed by the Authority pursuant to separate agreements between the Authority and TxDOT, will be financed, owned and operated by TxDOT. The Authority does not have operational responsibility for either the Existing TxDOT DC or the New TxDOT DC, and neither the Existing TxDOT DC nor the New TxDOT DC have been, or are being (as applicable), financed or refinanced with the proceeds of any Obligations. Accordingly, neither the Existing TxDOT DC nor the New TxDOT DC are part of the System.

[Execution Pages Follow]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By _____
Chairman

Attest:

Secretary

REGIONS BANK, Trustee

By _____
Authorized Officer

EXHIBIT A
FORM OF REQUISITION
CONSTRUCTION FUND
290 EAST 2018 SENIOR LIEN PROJECT SUBACCOUNT
CERTIFICATE AND REQUISITION FOR PAYMENT

DATE: [Month], [Year]

DRAW REQUEST NO.: _____

<u>DESCRIPTION SUMMARY</u> ¹	<u>AMOUNT</u>
	\$ _____
TOTAL AMOUNT REQUESTED	\$ _____

The Authority does hereby certify to the Trustee that: (i) each item submitted herewith is a proper charge against the 290 East 2018 Senior Lien Project Subaccount of the 290 East 2018 Project Account of the Construction Fund and has not been paid, (ii) such requisition contains no item representing payment on account of any retainage which the Authority is as of the date of this requisition not entitled to release, (iii) no default exists under the Indenture which has not been disclosed to the Trustee and the Authority will use its best efforts to cure any default if it exists and (iv) there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of counsel to the Authority and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment.

Please remit funds by wire transfer to the Authority [Wiring instructions for disbursement].

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Authorized Representative

¹ Attach appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid and the purpose for which such obligation was incurred.

CERTIFICATION OF GENERAL ENGINEERING CONSULTANT

As General Engineering Consultant for the improvement and extension of the 290 East Project, we hereby certify the following in connection with 290 East 2018 Senior Lien Project Subaccount of the 290 East 2018 Project Account of the Construction Fund Certificate and Requisition for Payment Draw Request No. _____:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid from the 290 East 2018 Project Account of the Construction Fund;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed as part of the improvement and extension of the 290 East Project or have been delivered at the site;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders; and

[If an item for payment includes real property:

- (v) acquisition of such property is necessary or advisable in connection with the construction or operation of the improvements and extensions of 290 East Project.]

as General Engineering Consultant

By: _____
Title: _____

EXHIBIT B

CONTINUING DISCLOSURE

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article VI of this Supplemental Indenture.

Annual Financial Information and Operating Data

The financial information and operating data with respect to the Authority and the System to be provided in accordance with such Article are as specified below:

1. All quantitative financial information and operating data with respect to the Authority and the System of the general type included in the Official Statement under the headings “AUTHORITY FINANCIAL INFORMATION – System Historical Cash Flow and Debt Service Coverage,” “– Toll Rates,” and “SCHEDULE I – DEBT SERVICE REQUIREMENTS,” and APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY.”

2. In the annual filing for each Fiscal Year through the Substantial Completion (as defined in the Master Indenture) of the 183 South Project and the improvement and extension of the 290 East Project, the Authority will furnish a copy of the General Engineering Consultant’s construction progress report relating to the 183 South Project and the improvement and extension of the 290 East Project for the last quarter of the Fiscal Year.

3. In the annual filing, the Authority will also furnish a copy of each General Engineering Consultant’s annual report relating to its inspection of the System, which reports may be provided as one report prepared jointly by more than one General Engineering Consultant.

The authority will update and provide the foregoing information within six (6) months after the end of each Fiscal Year. In addition to the annual information described above, the Authority will furnish on a quarterly basis, within 60 days after the end of each quarter of the Fiscal Year, (i) through the Substantial Completion (as defined in the Master Indenture) of the 183 South Project and the improvement and extension of the 290 East Project, a copy of the General Engineering Consultant’s construction progress report relating to the 183 South Project and the improvement and extension of the 290 East Project for the previous quarter of the Fiscal Year, and (ii) unaudited information regarding the number of toll transactions for the System and the Revenues generated by such toll transactions for the previous quarter of the Fiscal Year.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

NINETEENTH SUPPLEMENTAL TRUST INDENTURE

BETWEEN

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

AND

REGIONS BANK, TRUSTEE

AUTHORIZING

SUBORDINATE LIEN REVENUE BOND ANTICIPATION NOTES, SERIES 2018

Dated as of _____ 1, 2018

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NINETEENTH SUPPLEMENTAL TRUST INDENTURE

THIS NINETEENTH SUPPLEMENTAL TRUST INDENTURE, dated as of _____ 1, 2018 (this “Supplemental Indenture” or “Nineteenth Supplemental Indenture”), is made by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and REGIONS BANK, an Alabama state banking corporation, as successor in trust to JPMorgan Chase Bank, National Association, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meaning as provided in Section 1.2 of this Supplemental Indenture.

RECITALS

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

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

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 1002 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the authority granted in the Act and Chapter 1371, Texas Government Code, as amended, the Authority has determined to authorize the issuance of its Subordinate Lien Revenue Bond Anticipation Notes, Series 2018 (the “Series 2018 BANs”), pursuant to the Master Indenture and this Supplemental Indenture for the purpose of providing

funds (i) to pay a portion of the Costs of improvements and extensions to the 290 East Project, including without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, and (ii) for the other purposes specified herein; and

WHEREAS, the Board hereby finds and determines that the issuance of the Series 2018 BANs is in the best interest of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Officer to make such findings and determinations as may be required in connection with the issuance of the Series 2018 BANs and to set forth such findings and determinations in the Award Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the Series 2018 BANs have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Authority currently intends to refinance the Series 2018 BANs with refunding bonds issued pursuant to Chapter 1207, Texas Government Code; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the Series 2018 BANs and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2018 BANs by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 2018 BANs are to be issued, authenticated, delivered and accepted by the holders thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the Series 2018 BANs, as follows:

ARTICLE I.

DEFINITIONS AND STATUTORY AUTHORITY

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions. Unless the context shall require otherwise, all defined terms contained in the Master Indenture shall have the same meanings in this Supplemental Indenture

(other than in the Form of BAN) as such defined terms are given in Section 101 of the Master Indenture.

As used in this Supplemental Indenture (other than in the Form of BAN), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Arbitrage Analyst” shall mean any nationally recognized firm of certified public accountants or any other nationally recognized firm or Person approved by the Authority and expert in the area of verification of arbitrage calculations related to tax-exempt bonds.

“Authorized Denomination” shall mean, with respect to Series 2018 BANs, \$5,000 principal amount or any integral multiple thereof.

“Authorized Officer” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” shall mean the Award Certificate executed and delivered by an Authorized Officer pursuant to Section 2.1 hereof in connection with initial issuance and delivery of the Series 2018 BANs authorized to be issued hereunder.

“Bond Proceeds Clearance Fund SUB LIEN 2018” shall mean the “Bond Proceeds Clearance Fund Subordinate Lien 2018” established pursuant to Section 3.4(a) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Bond Resolution” shall mean Resolution No. 18-___, adopted by the Board of Directors of the Authority on July ___, 2018.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that is each anniversary of the Issuance Date and on the date of final maturity of the Series 2018 BANs. The last Bond Year may be a short period.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“COI 2018 Fund SUB LIEN” shall mean the “2018 Costs of Issuance Fund Subordinate Lien” established pursuant to Section 3.4(b) hereof.

“Computation Date” shall mean each Installment Computation Date and the Final Computation Date.

“Debt Service Account 2018 SUB LIEN” shall mean the “Debt Service Account 2018 Subordinate Lien” established in Section 3.3 hereof as part of the Subordinate Lien Debt Service Fund and any subaccounts established therein pursuant to this Supplemental Indenture or a Letter of Instructions signed by an Authorized Officer.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Securities Depository effects book-entry transfers and pledges of securities deposited with such Securities Depository.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Houston, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the Series 2018 BANs.

“DTC” shall mean The Depository Trust Company, its successors and assigns.

“Eighteenth Supplemental Indenture” shall mean the Eighteenth Supplemental Trust Indenture dated as of the date first written above between the Authority and the Trustee.

“Eighth Supplemental Indenture” shall mean the Eighth Supplemental Trust Indenture, dated June 1, 2011, between the Authority and the Trustee.

“Final Computation Date” shall mean the date on which the last of the Series 2018 BANs is discharged.

“First Supplemental Indenture” shall mean the First Supplemental Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee.

“Form of BAN” shall mean the Form of Series 2018 BAN attached to the Award Certificate, with such changes and modifications as shall be appropriate or required to conform to the terms of the Award Certificate.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to the date of this Nineteenth Supplemental Indenture; (ii) by the Eighteenth Supplemental Indenture and this Nineteenth Supplemental Indenture; and (iii) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial Series 2018 BANs” shall mean the Initial Series 2018 BANs, as described in Section 2.4 hereof.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall mean, with respect to the Series 2018 BANs, each July 1 and January 1, commencing on the date specified in the Award Certificate.

“Issuance Date” shall mean the date of initial issuance and delivery of the Series 2018 BANs to the Underwriters, or the representative thereof, against payment therefor.

“Letter of Representations” shall mean that certain Blanket Issuer Letter of Representations between the Authority and DTC, as the Securities Depository.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2005, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Official Statement” shall mean the Authority’s final official statement prepared in connection with the public offering and sale of the Series 2018 BANs, together with any addenda, supplements and amendments thereto.

“Purchase Contract” shall mean the Bond Purchase Contract between the Authority and the respective Underwriters providing for the purchase of the Series 2018 BANs by the Underwriters.

“Rebate Amount” shall mean that amount, as of each respective Computation Date, described in section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with section 1.148-3 of the Regulations.

“Record Date” shall mean with respect to the Series 2018 BANs, the fifteenth (15th) calendar day of the month preceding each Interest Payment Date.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and any successor Securities Depository appointed pursuant to Section 913 of the Master Indenture and Section 2.7 of this Supplemental Indenture.

“Series 2018 BANs” shall mean the Authority’s Subordinate Lien Revenue Bond Anticipation Notes, Series 2018, authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter.

“Stated Maturity” shall mean the date on which a Series 2018 BAN is scheduled to mature, as set forth in the Award Certificate.

“Supplemental Indenture” or “Nineteenth Supplemental Indenture” shall mean this Nineteenth Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Treasury” shall mean the United States Department of the Treasury, or any successor department or agency to the obligations thereof.

“290 East Project” shall have the meaning given to such term in the Eighth Supplemental Indenture.

“290 East 2018 Project Account” shall mean the account by that name established in the Eighteenth Supplemental Indenture as part of the Construction Fund.

“290 East 2018 SUB LIEN Project Subaccount” shall mean the “290 East 2018 Subordinate Lien Project Subaccount” established pursuant to Section 3.2 hereof as part of the 290 East 2018 Project Account.

“2018 Subordinate Lien Rebate Account” shall mean the account by that name established pursuant to Section 5.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

“Underwriters” shall mean the underwriters named in the Purchase Contract.

“Yield Reduction Payments” shall mean amounts paid in accordance with section 1.148-5(c) of the Regulations that are treated as payments that reduce the yield on an investment.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 1002(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as amended by this Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Subject to the terms of the Master Indenture and the terms hereof, nothing in this Supplemental Indenture or in the Series 2018 BANs, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of Series 2018 BANs, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative or Authorized Officer of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

ARTICLE II.

AUTHORIZATION AND TERMS OF SERIES 2018 BANS

Section 2.1. Authorization, Principal Amounts, Designation of Series, Terms and Provisions to Apply.

(a) In accordance with and subject to the terms, conditions and limitations established in the Indenture and this Supplemental Indenture, the Series 2018 BANs are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1371, Texas Government Code, as amended, and the Act. The Authorized Officer shall determine the aggregate principal amount of Series 2018 BANs to be issued for the purposes identified in Section 2.2 of this Supplemental Indenture and shall make such findings as required by law, as authorized by the Bond Resolution or as otherwise deemed appropriate by the Authorized Officer, all of which shall be set forth in the Award Certificate. The terms of the Series 2018 BANs shall be as set forth in the Master Indenture, this Supplemental Indenture and the Award Certificate. All terms and provisions of the Award Certificate relating to the Series 2018 BANs shall be deemed to be incorporated into and shall become a part of this Nineteenth Supplemental Indenture.

(b) The Authorized Officer shall determine and shall set forth in the Award Certificate the aggregate principal amount of Series 2018 BANs to be issued, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Officer as necessary or desirable with respect to the terms of the Series 2018 BANs.

Section 2.2. Purposes. The Series 2018 BANs are issued in accordance with Section 302(a) of the Master Indenture for the purpose of providing funds to: (i) pay a portion of the Costs of the improvements and extensions to the 290 East Project, including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange; and (ii) pay certain costs of issuance for the Series 2018 BANs, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The Series 2018 BANs are designated as Subordinate Lien Obligations, Current Interest Bonds and as Long-Term Obligations under the Master Indenture.

(b) The Series 2018 BANs shall be limited obligations of the Authority constituting Subordinate Lien Obligations payable from and secured solely by a lien on, pledge of and security interest in the Trust Estate, which lien and pledge are junior and subordinate to the Senior Lien Obligations and the Junior Lien Obligations, and from the proceeds of any bonds, notes or other obligations issued to retire or refinance the Series 2018 BANs; provided, that the interest of the Series 2018 BANs in the Construction Fund shall be limited to amounts on deposit in the 290 East 2018 SUB LIEN Project Subaccount. The Series 2018 BANs, as Subordinate Lien Obligations, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Series 2018 BANs. The Series 2018 BANs shall not constitute a general obligation of the Authority and under no circumstances shall the Series 2018 BANs be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Subordinate Lien Obligations.

NONE OF THE STATE OF TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2018 BANS. THE SERIES 2018 BANS ARE PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE, WHICH LIEN AND PLEDGE ARE JUNIOR AND SUBORDINATE TO THE SENIOR LIEN OBLIGATIONS AND THE JUNIOR LIEN OBLIGATIONS, AND FROM THE PROCEEDS OF ANY BONDS, NOTES OR OTHER OBLIGATIONS ISSUED TO RETIRE OR REFINANCE THE SERIES 2018 BANS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2018 BANS. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE SERIES 2018 BANS SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE SERIES 2018 BANS

SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

By its purchase and acceptance of the Series 2018 BANs, each holder thereof acknowledges that, the Authority has previously issued and there is currently outstanding, and the Authority has reserved the right pursuant to the Master Indenture to issue in the future, one or more series of Subordinate Lien Obligations that, upon the occurrence of an Event of Default described in Section 801(d) of the Master Indenture, will be deemed to be and will automatically become a Senior Lien Obligation in accordance with the provisions of the Supplemental Indenture (as defined in the Master Indenture) authorizing such Subordinate Lien Obligations.

Section 2.4. Date, Denomination, Numbers, and Letters.

(a) The Series 2018 BANs shall be dated as provided in the Award Certificate and shall be issued in Authorized Denominations.

(b) Unless the Authority shall direct otherwise, each Series 2018 BAN shall be lettered and numbered separately from 1 upward. The Series 2018 BANs registered by the Comptroller of Public Accounts of the State of Texas (the “Initial Series 2018 BANs”) shall be lettered and numbered separately from T-1 upward.

Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the Series 2018 BANs.

(a) The Series 2018 BANs shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided for until the principal of such Series 2018 BANs has been paid or provided for either at Stated Maturity or the prior redemption thereof. Interest on the Series 2018 BANs shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable on each Interest Payment Date.

(b) The Series 2018 BANs shall mature on January 1 in the years, in the respective principal amounts and shall bear interest at the per annum rates set forth in the Award Certificate.

Section 2.6. Paying Agent; Method and Place of Payment.

(a) The Trustee is hereby appointed as Paying Agent for the Series 2018 BANs.

(b) The principal of the Series 2018 BANs shall be payable on the due date thereof (whether at Stated Maturity or, if applicable, prior redemption date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office.

(c) Interest payable on each Series 2018 BAN shall be paid by check dated as of the Interest Payment Date and mailed by the Trustee to the Holder in whose name such Series 2018 BAN is registered at the close of business on the Record Date, by mail, first class postage prepaid, to the address of the Holder as it appears in the registration books kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee and the Person to whom interest

is to be paid; provided, however, that such Person shall bear all risk and expenses of such other customary banking arrangements. In the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (defined in Section 1.2 hereof as a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (defined in Section 1.2 hereof as the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Series 2018 BAN appearing on the books of the Trustee at the close business on the last Business Day preceding the date of mailing of such notice.

Section 2.7. Securities Depository; Book-Entry System.

(a) Pursuant to Section 913 of the Master Indenture, the Authority hereby appoints The Depository Trust Company (“DTC”) as Securities Depository for the Series 2018 BANs. In accordance with the Letter of Representations, the Authority shall cause the Series 2018 BANs to be registered in the name of Cede & Co., as nominee for DTC, and to be delivered by the Underwriters to DTC on the Issuance Date.

(b) With respect to Series 2018 BANs registered in the registration books maintained by the Trustee in the name of Cede & Co., or a nominee of any successor Securities Depository, pursuant to Section 913 of the Master Indenture, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 2018 BANs. The Authority and the Trustee may treat and consider the Holder of any Series 2018 BAN as the absolute owner of such Series 2018 BAN for the purpose of payment of the principal of, premium, if any, and interest on such Series 2018 BAN, for the purpose of giving notices of redemption and other matters with respect to such Series 2018 BAN, for the purpose of registering transfers and exchanges with respect to such Series 2018 BAN, and for all other purposes whatsoever. The Trustee shall pay the principal of, premium, if any, and interest on the Series 2018 BANs only to or upon the order of the respective Holders of the Series 2018 BANs and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, any successor Securities Depository or any Depository Participant with respect to any ownership interest in Series 2018 BANs, (ii) the delivery to any Depository Participant or any other Person, other than a Holder of a Series 2018 BAN as shown in the registration books for Obligations required to be kept and maintained pursuant to the Master Indenture, of any notice with respect to the Series 2018 BANs, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a Holder of a Series 2018 BAN, of any amount with respect to any Series 2018 BAN. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 2018 BANs shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Securities Depository.

(c) In the event that either (i) the Securities Depository that is, directly or through a nominee, the Holder of all of the Outstanding Series 2018 BANs notifies the Trustee and the

Authority that it is no longer willing or able to discharge its responsibilities as a Securities Depository or (ii) the Authority determines that continuance of the existing book-entry system for ownership of interests in the Series 2018 BANs is not in the best interest of such owners of beneficial interests in the Series 2018 BANs, then the Authority shall direct the Securities Depository to terminate the existing book-entry system for ownership of interests in the Series 2018 BANs. Upon such termination, the Authority shall promptly select a substitute Securities Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 2018 BANs, if one is available satisfactory to the Authority, and the ownership of all Series 2018 BANs shall be transferred on the registration books for the Series 2018 BANs to such successor Securities Depository, or its nominee. In the alternative, the Authority may direct the Trustee to, and if the Authority fails to promptly designate a successor Securities Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Securities Depository for the Series 2018 BANs, of the availability of Series 2018 BANs registered in the names of such Persons as are owners of beneficial interests in the Series 2018 BANs and, upon surrender to the Trustee of the Outstanding Series 2018 BANs held by the Securities Depository, accompanied by registration instructions from the Securities Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated Series 2018 BANs, in Authorized Denominations, to the owners of beneficial interests in the Series 2018 BANs as of the date of the termination of the existing book-entry ownership system for the Series 2018 BANs. Neither the Authority nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Authority has designated a Securities Depository to provide a system of book-entry ownership of the Series 2018 BANs, all of the Series 2018 BANs must be held under such book-entry system.

(d) Notwithstanding any other provisions in Article II hereof, the Authority and the Trustee may, but shall not be required to, enter into separate agreements with one or more Securities Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8. Redemption Prices and Terms. The Series 2018 BANs shall be subject to redemption prior to Stated Maturity only as provided in the Award Certificate for the Series 2018 BANs and in this Supplemental Indenture.

Section 2.9. Notice of Redemption.

(a) Unless otherwise specified herein or in the Award Certificate, the terms and provisions of Article IV of the Master Indenture relating to the selection of Obligations for redemption and the giving of notice therefor shall apply to the Series 2018 BANs. In addition, if the Series 2018 BANs are registered in the name of the nominee of the Securities Depository, the Trustee shall deliver notice of such redemption to the Securities Depository at the times and in the manner required by the operational procedures of such Securities Depository in order to timely effect the redemption of such Series 2018 BANs.

(b) Any notice mailed or transmitted as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 2018 BANs receives the notice.

ARTICLE III.

ACCOUNTS; APPLICATION OF PROCEEDS

Section 3.1. 290 East 2018 Project Account. The 290 East 2018 Project Account established pursuant to Section 3.1(a) of the Eighteenth Supplemental Indenture is hereby ratified and confirmed.

Section 3.2. 290 East 2018 SUB LIEN Project Subaccount.

(a) There is hereby established within the 290 East 2018 Project Account a subaccount designated “290 East 2018 Subordinate Lien Project Subaccount” (“290 East 2018 SUB LIEN Project Subaccount”).

(b) On the Issuance Date, a portion of the proceeds of the Series 2018 BANs shall be deposited to the 290 East 2018 SUB LIEN Project Subaccount, as directed in a Letter of Instructions of the Authority.

(c) Amounts on deposit in the 290 East 2018 SUB LIEN Project Subaccount shall be used for the purpose of paying a portion of the Costs of improvements and extensions to the 290 East Project, including, without limitation, the design and construction of two tolled direct connectors at the State Highway 130 interchange, in accordance with and subject to the provisions of Section 519 of the Master Indenture and this Nineteenth Supplemental Indenture.

(d) The Authority shall submit written requisition requests in the form of Exhibit A to this Supplemental Indenture to request disbursements from the 290 East 2018 SUB LIEN Project Subaccount in accordance with Section 519 of the Master Indenture.

Section 3.3. Debt Service Account 2018 Subordinate Lien.

(a) There is hereby established within the Subordinate Lien Debt Service Fund an account designated “Debt Service Account 2018 Subordinate Lien” (“Debt Service Account 2018 SUB LIEN”). Moneys on deposit in the Debt Service Account 2018 SUB LIEN shall be used to pay debt service on the Series 2018 BANs when due.

(b) On or prior to each Interest Payment Date with respect to the Series 2018 BANs, the Trustee shall deposit to the Debt Service Account 2018 SUB LIEN from Revenues an amount sufficient to pay debt service then due on the Series 2018 BANs.

Section 3.4. Bond Proceeds Clearance Fund; Costs of Issuance Fund; Initial Deposits.

(a) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Bonds Proceeds Clearance Fund Subordinate Lien 2018” (the “Bond Proceeds Clearance Fund SUB LIEN 2018”). On the Issuance Date, the proceeds from the sale of the Series 2018 BANs shall be deposited to the Bond Proceeds Clearance Fund SUB LIEN 2018 and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Officer. The Trustee shall create within the Bond Proceeds Clearance Fund SUB LIEN 2018 such accounts as shall be authorized in a Letter of Instructions signed by an Authorized Officer and deposit the

proceeds of the Series 2018 BANs as shall be directed in such Letter of Instructions. The Bond Proceeds Clearance Fund SUB LIEN 2018 shall be closed upon disbursement of all amounts deposited thereto.

(b) There is hereby established with the Trustee the “2018 Costs of Issuance Fund Subordinate Lien” (“COI 2018 Fund SUB LIEN”), relating to the Series 2018 BANs. There shall be deposited to the COI 2018 Fund SUB LIEN from the proceeds of the Series 2018 BANs deposited to the Bond Proceeds Clearance Fund SUB LIEN 2018, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority. Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the COI 2018 Fund SUB LIEN on the date which is 90 days after the Issuance Date of the Series 2018 BANs shall be transferred to the Debt Service Account 2018 SUB LIEN. Following such transfer, the COI 2018 Fund SUB LIEN shall be closed.

Section 3.5. No Subordinate Lien Debt Service Reserve Requirement. No Subordinate Lien Debt Service Reserve Requirement will be established with respect to the Series 2018 BANs and the Series 2018 BANs shall have no rights to any monies on deposit in the Subordinate Lien Debt Service Reserve Fund or any Account created therein.

Section 3.6. 2005 TxDOT Grant Fund. The 2005 TxDOT Grant Fund, established and created pursuant to the First Supplemental Indenture, is hereby reestablished, recreated and affirmed. The 2005 TxDOT Grant Fund shall be established with, and held and maintained by, the Trustee in accordance with the provisions of the Indenture and this Section 3.6. Until transferred in accordance with this Section 3.6, amounts on deposit in the 2005 TxDOT Grant Fund shall be invested by the Trustee in accordance with the provisions of the Indenture. Interest earned from the investment of any amounts in the 2005 TxDOT Grant Fund or any profits realized from any Permitted Investment of amounts in the 2005 TxDOT Grant Fund shall remain in such Fund. Amounts on deposit in the 2005 TxDOT Grant Fund shall be transferred by the Trustee from time to time in accordance with a Letter of Instruction from the Authority to the Operating Fund or the Senior Lien Debt Service Fund.

ARTICLE IV.

FORM OF SERIES 2018 BANS

Section 4.1. Form of Series 2018 BANs. The form of the Series 2018 BANs, including any Series 2018 BANs issued in exchange or replacement for any other Series 2018 BAN or portion thereof, including the form of the Trustee’s Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to Initial Series 2018 BANs and the Form of Assignment, shall be substantially as set forth in or attached to the Award Certificate, with such omissions, insertions, modifications and variations as permitted or required by the Master Indenture, this Supplemental Indenture and the Award Certificate.

Section 4.2. Initial Series 2018 BANs. The Initial Series 2018 BANs, as described in Section 2.4, may be in the form of a single Series 2018 BAN representing the entire principal amount of Series 2018 BANs, payable in stated installments to the order of the representative of the Underwriters or its designee, executed by the manual or facsimile signature of the Chairman

of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding Series 2018 BANs.

(a) The Series 2018 BANs may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the Series 2018 BANs, as evidenced by their execution thereof.

(b) The definitive Series 2018 BANs shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such Series 2018 BANs, as evidenced by their execution thereof.

(c) The Initial Series 2018 BANs submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

ARTICLE V.

TAX MATTERS; REBATE

Section 5.1. Federal Income Tax Exclusion.

(a) General. The Authority intends that the interest on the Series 2018 BANs be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150, inclusive, of the Code. The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Series 2018 BANs to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of section 103 and 141 through 150, inclusive, of the Code. In particular, the Authority covenants and agrees to comply with each requirement of this Section 5.1; provided, however, that the Authority will not be required to comply with any particular requirement of this Section 5.1 if the Authority has received a Counsel's Opinion that (i) such noncompliance will not adversely affect the excludability of interest on the Series 2018 BANs from gross income for federal income tax purposes or (ii) that compliance with some other requirement set forth in such Counsel's Opinion will satisfy the applicable requirements of the Code, in which case compliance with such other requirement shall constitute compliance with the corresponding requirement specified in this Section 5.1.

(b) No Private Use or Payment and No Private Loan Financing. The Authority covenants and agrees that it will make such use of the proceeds of the Series 2018 BANs including interest or other investment income derived from Series 2018 BAN proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Series 2018 BANs will not be "private activity bonds" within the

meaning of section 141 of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2018 BANs are delivered, the proceeds of the Series 2018 BANs will not be used in a manner that would cause the Series 2018 BANs to be “private activity bonds” within the meaning of section 141 of the Code.

(c) No Federal Guarantee. The Authority covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2018 BANs to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2018 BANs to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage. The Authority covenants and agrees that it will make such use of the proceeds of the Series 2018 BANs including interest or other investment income derived from Series 2018 BAN proceeds, regulate investments of proceeds of the Series 2018 BANs, and take such other and further action as may be required so that the Series 2018 BANs will not be “arbitrage bonds” within the meaning of section 148(a) of the Code. Moreover, the Authority will certify, through an authorized officer, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2018 BANs are delivered, the proceeds of the Series 2018 BANs will not be used in a manner that would cause the Series 2018 BANs to be “arbitrage bonds” within the meaning of section 148(a) of the Code. To the extent permitted by section 1.148-5(c)(3) of the Regulations, the yield restriction requirements may be satisfied by making Yield Reduction Payments to the federal government.

(f) Arbitrage Rebate. If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the “gross proceeds” of the Series 2018 BANs (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Series 2018 BANs as may be required to calculate the amount earned on the investment of the gross proceeds of the Series 2018 BANs separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issues of the Authority or moneys that do not represent gross proceeds of any bonds of the Authority, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Series 2018 BANs that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 2018 BANs or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2018 BANs that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would

have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2018 BANs are issued, an information statement concerning the Series 2018 BANs, all under and in accordance with section 149(e) of the Code.

(h) Registration. The Series 2018 BANs will be issued in registered form.

(i) Record Retention. The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Series 2018 BANs until three years after the last Series 2018 BAN is redeemed or paid at maturity, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Series 2018 BANs by the Internal Revenue Service.

(j) Deliberate Actions. The Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2018 BANs to fail to meet any requirement of section 141 of the Code after the issue date of the Series 2018 BANs unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the Authority takes such action, and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Supplemental Indenture, the Authority's obligations under the covenants and provisions of this Section 5.1 shall survive the defeasance and discharge of the Series 2018 BANs for as long as such matters are relevant to the excludability of interest on the Series 2018 BANs from gross income for federal income tax purposes.

Section 5.2. 2018 Subordinate Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "2018 Subordinate Lien Rebate Account." Amounts deposited to the 2018 Subordinate Lien Rebate Account shall be applied to the payment of Yield Reduction Payments and/or the Rebate Amount as set forth in a Letter of Instructions from the Authority. The 2018 Subordinate Lien Rebate Account and amounts on deposit therein are not security for the Series 2018 BANs and are not part of the Trust Estate.

(b) The Authority will deliver to the Trustee, within fifty-five days after each Computation Date:

(i) a statement, signed by an officer of the Authority, stating the Rebate Amount as of such Computation Date and the amount of any Yield Reduction Payments due; and

(ii) (1) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the 2018 Subordinate Lien Rebate Account, is equal to at least ninety percent (90%) of the Rebate Amount and/or Yield Reduction Payments due as of such Installment Computation Date, less any “previous rebate payments” (determined in accordance with section 1.148-3(f)(1) of the Regulations), made to the United States of America or (2) if such Computation Date is the Final Computation Date, an amount that, together with any amount then held for the credit of the 2018 Subordinate Lien Rebate Account, is equal to the Rebate Amount and/or Yield Reduction Payments as of such Final Computation Date, less any “previous rebate payments” (determined in accordance with section 1.148-3(f)(1) of the Regulations) made to the United States of America; and

(iii) an Internal Revenue Service Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate (“Form 8038-T”) properly signed and completed as of such Computation Date.

(c) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the 2018 Subordinate Lien Rebate Account and remit to the United States of America the Yield Reduction Payments and/or Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the Series 2018 BANs.

(d) If the Authority discovers or is notified as of any date that any amount required to be paid to the United States of America pursuant to this Section 5.2 has not been paid as required or that any payment paid to the United States of America pursuant to this Section 5.2 will have failed to satisfy any requirement of section 148(f) of the Code or 1.148-3 of the Regulations (whether or not such failure will be due to any default by the Authority or the Trustee), the Authority will (1) deliver to the Trustee (for deposit to the 2018 Subordinate Lien Rebate Account) and cause the Trustee to pay to the United States of America from the 2018 Subordinate Lien Rebate Account (A) the Yield Reduction Payment and/or Rebate Amount that the Authority failed to pay, plus any interest specified in section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within 175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the fifty percent penalty required by section 1.148-3(h)(1) of the Regulations, and (2) deliver to the Trustee an Internal Revenue Service Form 8038-T completed as of such date. If such Yield Reduction Payments and/or Rebate Amount, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified

in the Regulations the Authority will take such steps as are necessary to prevent the Series 2018 BANs from becoming “arbitrage bonds,” within the meaning of section 148 of the Code.

(e) The Authority will retain calculations, made in preparing the statements described in this Section 5.2, whether prepared by the Authority or the Arbitrage Analyst, for at least three years after the later of the final maturity of the Series 2018 BANs or the first date on which no Series 2018 BANs are outstanding.

(f) The Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2018 BANs that is not purchased at fair market value or includes terms that the Authority would not have included if the Series 2018 BANs were not subject to section 148(f) of the Code.

(g) Notwithstanding the foregoing, the Authority will not be required to perform the obligations set forth in this Section 5.2 (except for the obligation to retain accounting records as described in Section 5.2) if (A) the Authority has not invested gross proceeds of the Series 2018 BANs at a yield that is “materially higher” the yield on the Series 2018 BANs and, therefore, is not required to pay Yield Reduction Payments and/or (B) the Authority has not earned any rebatable arbitrage and, therefore, is not subject to the rebate obligation set forth in section 148(f) of the Code. To the extent that the Authority will not be required to perform such obligations, the Authority will send written notice to the Trustee within fifty-five (55) days after the applicable Computation Date.

ARTICLE VI.

CONTINUING DISCLOSURE

Section 6.1. Definitions. As used in this Article, the following terms have the meanings assigned to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 6.2. Annual Reports.

(a) The Authority shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Authority and the System of the general type included in the final Official Statement, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit B hereto, and (ii) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide notice that audited financial statements are not available and shall provide unaudited

financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority shall provide such audited financial statements as required to the MSRB. In addition to the annual information described above, the Authority will provide certain information on a quarterly basis, as described in Exhibit B hereto.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 6.3. Event Notices.

(a) As used in this Section, the term “obligated person” shall mean any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2018 BANs (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority shall provide notice of any of the following events with respect to the Series 2018 BANs to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2018 BANs, or other material events affecting the tax status of the Series 2018 BANs;
- (vii) modifications to rights of Owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Series 2018 BANs, if material;

- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of any obligated person, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 6.2 of this Supplemental Indenture by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6.4. Limitations, Disclaimers and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Series 2018 BANs within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes Series 2018 BANs no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Series 2018 BANs, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty

concerning such information or its usefulness to a decision to invest in or sell Series 2018 BANs at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2018 BANs OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall comprise a breach of or default under the Indenture for purposes of any other provisions of this Supplemental Indenture.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Authority, or type of business or operations conducted by the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2018 BANs in the primary offering of the Series 2018 BANs in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Supplemental Indenture that authorizes such an amendment) of the Outstanding Series 2018 BANs consent to such amendment or (b) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Series 2018 BANs. If the Authority so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 6.2 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE VII.

ADDITIONAL COVENANTS OF THE AUTHORITY

Section 7.1. Adjustment to Rate Covenant. Notwithstanding the provisions of Section 502(a) of the Master Indenture, so long as the Series 2018 BANs are Outstanding, the Authority covenants that it shall at all times establish, levy, maintain and collect such Tolls in connection with the System and establish such charges for use of the property constituting part of the System, including, without limitation, leasehold payments, concession payments, rents and other charges, as shall be sufficient, collectively, to produce Revenues in each Fiscal Year, after

the payment of all Operating Expenses and Maintenance Expenses for such Fiscal Year paid or to be paid from Revenues, in an amount at least equal to the greater of (1), (2), (3) or (4) below:

(1) one hundred twenty-five percent (125%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations; or

(2) one hundred twenty percent (120%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations and Junior Lien Obligations; or

(3) one hundred twenty percent (120%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations; or

(4) one hundred percent (100%) of the Annual Debt Service in such Fiscal Year on all Obligations, plus the amounts required to be deposited into the Senior Lien Debt Service Reserve Fund, the Junior Lien Debt Service Reserve Fund, the Subordinate Lien Debt Service Reserve Fund, the Renewal and Replacement Fund and any other fund established by a Supplemental Indenture to be funded by Revenues.

In making the calculations in (1), (2), (3) and (4) above, the Authority may take into consideration as a credit against Annual Debt Service any amounts received, or reasonably expected to be received, in the Fiscal Year from or as a result of any Supplemental Security the Authority has pledged for the benefit of Obligations; provided, that if the pledge is not for the benefit of all obligations, the amounts expected to be received may only be taken into account when making the calculation for the affected Obligations.

The remaining provisions of Section 502(a) of the Master Indenture shall remain in full force and effect as provided in the Master Indenture.

Section 7.2. Additional Bonds Test. Notwithstanding the provisions of Section 708(a)(1)(B) of the Master Indenture, so long as the Series 2018 BANs are Outstanding, the following provision shall apply to the issuance of Additional Subordinate Lien Obligations under Section 708(a)(1) of the Master Indenture:

“the Projected Revenues for each Fiscal Year over the term of the proposed Additional Subordinate Lien Obligations, less the projected Operating Expenses and Maintenance Expenses for each such Fiscal Year to be paid from Revenues, plus any amount representing Supplemental Security pledged to the payment of one or more series of Subordinate Lien Obligations, is expected to produce a Projected Debt Service Coverage Ratio of at least (i) 1.20 with respect to the Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations and (ii) 1.00 with respect to all Obligations; or”

The remaining provisions of Section 708(a) of the Master Indenture shall remain in full force and effect as provided in the Master Indenture.

Section 7.3. Swap Payments. The Authority covenants to comply with the following requirements: (1) all swap termination payments owed by the Authority under Swap Agreements

shall be subordinated to the Series 2018 BANs and all swap termination payments owed to the Authority by a counterparty shall be deposited in the appropriate debt service fund held under the Indenture; (2) counterparties shall be rated in the double A Rating Category or better by at least two Rating Agencies; (3) counterparties shall be required to post collateral if their credit rating falls below the double A Rating Category required by (2) above and the aggregate amount of the collateral posted shall equal the positive termination value of the Swap Agreement as determined and updated on at least a monthly basis; (4) the collateral posted shall consist of cash, United States Treasury obligations and United States agency securities whose value shall be determined and updated on at least a weekly basis; (5) the collateral posted shall be deposited with a third party custodian; (6) all Swap Agreements proposed shall be discussed by the Authority with the Rating Agencies rating the Obligations of the Authority prior to their execution and shall not be executed if their execution, by itself, would negatively impact the ratings on any of the Authority's Obligations; and (7) copies of all Swap Agreements shall be provided to the Trustee upon their execution along with a certificate from the Authority that the Swap Agreements comply with all of the provisions of the Indenture.

Section 7.4. Confirmation of Funds and Accounts. The establishment of all Funds and Accounts heretofore established in the Indenture is hereby confirmed and ratified.

Section 7.5. Purpose. The provisions of this Article VII are for the sole benefit of the Holders of the Series 2018 BANs and may be modified or amended at any time with the consent of, or may be waived in whole or in part by, the Holders of 100% in principal amount of the Series 2018 BANs and may not be relied upon or enforced by the Holders of any other Obligations.

ARTICLE VIII.

OTHER MATTERS

Section 8.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 8.2. Designation as System Project. The designation of the 290 East Project, together with all improvements and extensions thereto constructed with the proceeds of the Series 2018 BANs, as a System Project is ratified and reaffirmed. The existing eastbound U.S. 290 to northbound SH 130 direct connector (the "Existing TxDOT DC") was previously constructed, and is owned and operated, by the Texas Department of Transportation ("TxDOT"). The eastbound U.S. 290 to southbound SH 130 direct connector and certain associated improvements (the "New TxDOT DC") that are being constructed by the Authority pursuant to separate agreements between the Authority and TxDOT, will be financed, owned and operated by TxDOT. The Authority does not have operational responsibility for either the Existing TxDOT DC or the New TxDOT DC, and neither the Existing TxDOT DC nor the New TxDOT DC have been, or are being (as applicable), financed or refinanced with the proceeds of any Obligations. Accordingly, neither the Existing TxDOT DC nor the New TxDOT DC are part of the System.

[Execution Pages Follow]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By _____
Chairman

Attest:

Secretary

REGIONS BANK, Trustee

By _____
Authorized Officer

EXHIBIT A
FORM OF REQUISITION
CONSTRUCTION FUND
290 EAST 2018 SUBORDINATE LIEN PROJECT SUBACCOUNT
CERTIFICATE AND REQUISITION FOR PAYMENT

DATE: [Month], [Year]

DRAW REQUEST NO.: _____

<u>DESCRIPTION SUMMARY</u> ¹	<u>AMOUNT</u>
	\$ _____
TOTAL AMOUNT REQUESTED	\$ _____

The Authority does hereby certify to the Trustee that: (i) each item submitted herewith is a proper charge against the 290 East 2018 Subordinate Lien Project Subaccount of the 290 East 2018 Project Account of the Construction Fund and has not been paid, (ii) such requisition contains no item representing payment on account of any retainage which the Authority is as of the date of this requisition not entitled to release, (iii) no default exists under the Indenture which has not been disclosed to the Trustee and the Authority will use its best efforts to cure any default if it exists and (iv) there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of counsel to the Authority and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment.

Please remit funds by wire transfer to the Authority [Wiring instructions for disbursement].

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Authorized Representative

¹ Attach appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid and the purpose for which such obligation was incurred.

CERTIFICATION OF GENERAL ENGINEERING CONSULTANT

As General Engineering Consultant for the improvement and extension of the 290 East Project, we hereby certify the following in connection with 290 East 2018 Subordinate Lien Project Subaccount of the 290 East 2018 Project Account of the Construction Fund Certificate and Requisition for Payment Draw Request No. _____:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid from the 290 East 2018 Project Account of the Construction Fund;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed as part of the improvement and extension of the 290 East Project or have been delivered at the site;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders; and

[If an item for payment includes real property:

- (v) acquisition of such property is necessary or advisable in connection with the construction or operation of the improvements and extensions of 290 East Project.]

as General Engineering Consultant

By: _____
Title: _____

EXHIBIT B

CONTINUING DISCLOSURE

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article VI of this Supplemental Indenture.

Annual Financial Information and Operating Data

The financial information and operating data with respect to the Authority and the System to be provided in accordance with such Article are as specified below:

1. All quantitative financial information and operating data with respect to the Authority and the System of the general type included in the Official Statement under the headings “AUTHORITY FINANCIAL INFORMATION – System Historical Cash Flow and Debt Service Coverage,” “– Toll Rates,” and “SCHEDULE I – DEBT SERVICE REQUIREMENTS,” and APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY.”

2. In the annual filing for each Fiscal Year through the Substantial Completion (as defined in the Master Indenture) of the 183 South Project and the improvement and extension of the 290 East Project, the Authority will furnish a copy of the General Engineering Consultant’s construction progress report relating to the 183 South Project and the improvement and extension of the 290 East Project for the last quarter of the Fiscal Year.

3. In the annual filing, the Authority will also furnish a copy of each General Engineering Consultant’s annual report relating to its inspection of the System, which reports may be provided as one report prepared jointly by more than one General Engineering Consultant.

The authority will update and provide the foregoing information within six (6) months after the end of each Fiscal Year. In addition to the annual information described above, the Authority will furnish on a quarterly basis, within 60 days after the end of each quarter of the Fiscal Year, (i) through the Substantial Completion (as defined in the Master Indenture) of the 183 South Project and the improvement and extension of the 290 East Project, a copy of the General Engineering Consultant’s construction progress report relating to the 183 South Project and the improvement and extension of the 290 East Project for the previous quarter of the Fiscal Year, and (ii) unaudited information regarding the number of toll transactions for the System and the Revenues generated by such toll transactions for the previous quarter of the Fiscal Year.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #15

Consider and take appropriate action on the
Qualified Veterans Discount Program

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	~ \$1M (1.4%) revenue loss in CY 2018
Funding Source:	Operations Budget
Action Requested:	Consider and act on draft resolution

Summary:

Texas House Bill 3139, which became effective on September 1, 2009, allows (but does not require) a toll project entity to establish a discount program for certain qualified veterans. Qualifying veterans are those who meet the Texas Department of Motor Vehicle's requirements for Congressional Medal of Honor, Legion of Valor, Purple Heart awards and disabled veteran license plates.

The legislation specified that the program, if implemented, must include free or discounted use of the entity's toll project by qualified veterans whose plates are associated with an electronic toll tag. The bill authorized the legislature to appropriate funds from the general revenue fund to a toll project entity to defray the cost of providing free or discounted use of the entity's toll project under these provisions.

The CTRMA Board of Directors issued a resolution in support of HB 3139 in December 2009. The resolution authorized the Executive Director to design a program that provided free or discounted tolls on CTRMA toll roads for the veteran classes outlined in HB 3139. The resolution also directed the Executive Director to present the program for the Board's consideration at a future date once the State of Texas appropriated and made available funds sufficient to defray the full cost of the proposed program.

Data received from the Texas Department of Transportation indicates that the number of eligible veteran plates through April 2018 is 347,000. Of this number, approximately 66 percent are considered “primary”, or registered to the veteran alone, while the remaining 34 percent are additional vehicles in the eligible veterans’ households.

While not funded through an appropriation from the State, staff has outlined a program that seeks to balance the spirit of the legislation, the desires of our valued veteran customer base and good financial stewardship. The program presented for the Board’s consideration provides one toll discount per qualified veteran plate that is associated with an electronic toll tag. Due to the nature of congestion-based toll pricing, the program expressly excludes express lane facilities. The program requires participating veterans to register using the Mobility Authority’s online portal and resolve all outstanding tolls before acceptance into the program.

Stantec, the Mobility Authority’s traffic and revenue consultant, reviewed traffic and revenue data from TxDOT’s Central Texas Turnpike System (CTTS) and Texas veteran plate information to estimate the impact to the system forecasts as presented in the Mobility Authority 2015 Traffic & Revenue Study, dated October 29, 2015. This analysis found that the proposed program would result in revenue losses of \$1 million (1.4%) of total revenue in calendar year 2018.

Stantec also evaluated extending the exemption to two qualified plates per veteran. The analysis found that the revenue loss would increase to \$1.4 million or 1.85% of total revenue in calendar year 2018.

Upon Board approval of the program, staff will proceed with developing the customer-facing communications information, design the registration portal and refine reports and processes to ensure a smooth implementation. In September 2018 staff will bring a number of changes to the *Mobility Authority Policy Code* for the Board’s consideration, including adding qualified veterans to the current list of exemptions. The program is projected go into effect in November 2018 assuming the Board’s concurrence.

Staff recommends a discount program limited to one qualified plate per veteran as described above for approval.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 18-0XX

**APPROVAL OF A MOBILITY AUTHORITY QUALIFIED
VETERANS DISCOUNT PROGRAM**

WHEREAS, in 2009, the 81st Texas Legislature passed and the Governor signed H.B. 3139, which took effect on September 1, 2009; and

WHEREAS, Section 372.053 of the Transportation Code, enacted by H.B. 3139, authorizes a toll project entity such as the Central Texas Regional Mobility Authority to establish a program for free or discounted use of a toll project for a vehicle registered under Transportation Code § 504.202 [disabled veterans], § 504.315(g) [“recipients of the Purple Heart”], or to “a person who has received the Medal of Honor;” and

WHEREAS, in subsection (b) of Section 372.053, the Legislature provided that “the legislature may appropriate funds from the general revenue fund to a toll project entity to defray the cost of providing free or discounted use of the entity's toll project ...”; and

WHEREAS, the Board of Directors supported through resolution establishing a program to provide free or discounted use of CTRMA’s toll projects to vehicles eligible under Section 372.053, provided that the State of Texas, rather than the other users of CTRMA toll projects, defrayed the cost of that program.

WHEREAS, by Resolution No. 10-106, dated December 8, 2010, the Board authorized the Executive Director to begin designing a program to provide free or discounted use of CTRMA toll projects to vehicles eligible under Section 372.053; and

WHEREAS, the Board of Directors directed the Executive Director to bring the proposed program to the Board for its approval when the State of Texas appropriated and made available to CTRMA sufficient funds to defray the full cost of the proposed program; and

WHEREAS, the Executive Director has brought forth an unfunded program to provide toll discounts to certain classes of veterans whose vehicles are associated with an electronic toll tag; and

WHEREAS, this program restricts the discounts to one per eligible veteran and to apply only to non-managed lane facilities operated by CTRMA; and

WHEREAS, this program requires eligible veterans to resolve any outstanding tolls and register with the Mobility Authority before program participation.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to continue with implementation of a program to provide free or discounted use of CTRMA toll projects to veteran's eligible under Section 372.053 with the restrictions noted above; and

BE IT FURTHER RESOLVED that changes to the Toll Policies contained in the Mobility Authority's Policy Code necessary to implement the program described herein be presented to the Board for approval; and

BE IT FURTHER RESOLVED that, while the Mobility Authority may proceed with absorbing the financial impact of the program, the Executive Director is directed to request that the State of Texas appropriate and make available to CTRMA sufficient funds to defray the full cost of the discount program.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #16

Consider and take appropriate action on a resolution in support of the 183A Frontage Roads south of RM 1431 in Cedar Park

Strategic Plan Relevance: Deliver Responsible Mobility Solutions that Respect the Communities We Serve

Department: Executive

Contact: Mike Heiligenstein, Executive Director
Jeff Dailey, Deputy Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Summary:

The City of Cedar Park is proposing to complete a frontage road system along 183A between Avery Ranch Blvd. and RM 1431 to mitigate congestion on Bell Blvd., provide a non-toll alternative for local traffic, and facilitate the City's effort to implement its *Bell Boulevard Redevelopment Master Plan*. We have been working with Cedar Park and TxDOT to develop various alternatives, some of which were presented to the Board at the June 2018 meeting. The City of Cedar Park was unsuccessful in securing funds from CAMPO for the frontage road project during the last call for projects. The City is requesting a resolution of support from the Mobility Authority to support its efforts to pursue funding for the project.

The Mobility Authority's bond covenants precluded it from contributing financially to this project. However, the proposal, or alternates thereof, will achieve the goals of the City and improve mobility. Therefore, staff recommends Board approval of the resolution in support of the City of Cedar Parks efforts to construct a frontage road from Avery Ranch Blvd. to RM 1431.

Backup provided: Draft Resolution
Frontage Road Exhibit

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

RESOLUTION NO. 18-0XX

SUPPORT FOR 183A FRONTAGE ROADS SOUTH OF RM 1431 IN CEDAR PARK

WHEREAS, in 2002, the Central Texas Regional Mobility Authority (the “Mobility Authority”) was created at the request of Williamson and Travis counties and under the authority of newly passed state legislation with a mission to implement innovative, multi-modal transportation solutions that reduce congestion and create transportation choices that enhance quality of life and economic vitality in the Central Texas Region; and

WHEREAS, the Mobility Authority Board of Directors has been committed to implementing a regional approach to developing transportation infrastructure, together with the Texas Department of Transportation (“TxDOT”), the Capital Area Metropolitan Organization (“CAMPO”), Williamson and Travis Counties, and the growing cities of the region; and

WHEREAS, the Mobility Authority has developed over \$1.8 billion in new roadway infrastructure for Central Texas; and

WHEREAS, in the petition to create the Mobility Authority both Williamson County and the City of Cedar Park endorsed the proposed 183A Project; and

WHEREAS, the Mobility Authority moved forward with the 183A Project as the first Mobility Authority project in 2003, and began construction of the \$234 million segment from Avery Ranch Road to the South San Gabriel River in 2005; and

WHEREAS, the Mobility Authority, given the severe financial constraints it faced as a startup agency, prioritized building out the non-tolled frontage roads from north of RM 1431 in Cedar Park to the South San Gabriel River in the City of Leander; and

WHEREAS, due to initial funding constraints the 183A Project did not include non-tolled frontage roads south of RM 1431; and

WHEREAS, Cedar Park has been collaboratively working with CTRMA, TxDOT and CAMPO to identify options for the construction of frontage roads south of RM 1431 to mitigate congestion on existing US 183 (Bell Boulevard) and to allow for renovation of the existing 183 corridor; and

WHEREAS, as a result of the success of the 183A Project and the significant growth along the corridor, the Mobility Authority made the decision to accelerate the building of the second phase of the project, costing \$95 million, by seven years in order to respond to, and enhance the

economic growth of the City of Cedar Park and the corridor and provide additional relief of congestion that resulted from the growth; and

WHEREAS, with unprecedented growth in Williamson County, mostly notably in Leander, Cedar Park and Liberty Hill, traffic volumes along US 183 and 183A are expected to increase 166% over the next 25 years, driving an even greater need for proactive measures to provide for congestion relief; and

WHEREAS, the Mobility Authority remains committed to providing that relief and creating transportation choices that enhance quality of life through projects such as 183A Phase III and 183 North; and

WHEREAS, the Mobility Authority supports the City of Cedar Park's efforts to mitigate congestion along US 183 (Bell Boulevard) and redirection of a portion of that demand to the 183A corridor given its ability to absorb that demand while preserving a high level of service; and

WHEREAS, the Mobility Authority looks forward to working with the City of Cedar Park in the scoping of the proposed frontage roads along the southern portion of 183A and endorses the City's important efforts in pursuing the construction of the aforementioned frontage roads; and

WHEREAS, the Mobility Authority will continue to work with stakeholders and the community in a collaborative effort to develop inventive and effective solutions that reduce congestion and preserve and improve the quality of life for the residents of Cedar Park;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the Mobility Authority fully understands the importance of non-tolled frontage roads along the portion of 183A south of RM 1431 and fully endorses and supports the efforts of the City of Cedar Park in pursuing construction of these frontage roads; and

BE IT FURTHER RESOLVED, that while the Mobility Authority is precluded by existing bond covenants from financially contributing to construction of the 183A frontage roads south of RM 1431, the Board looks forward to working with the City of Cedar Park in the planning process and to integrating the frontage roads with the 183A Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

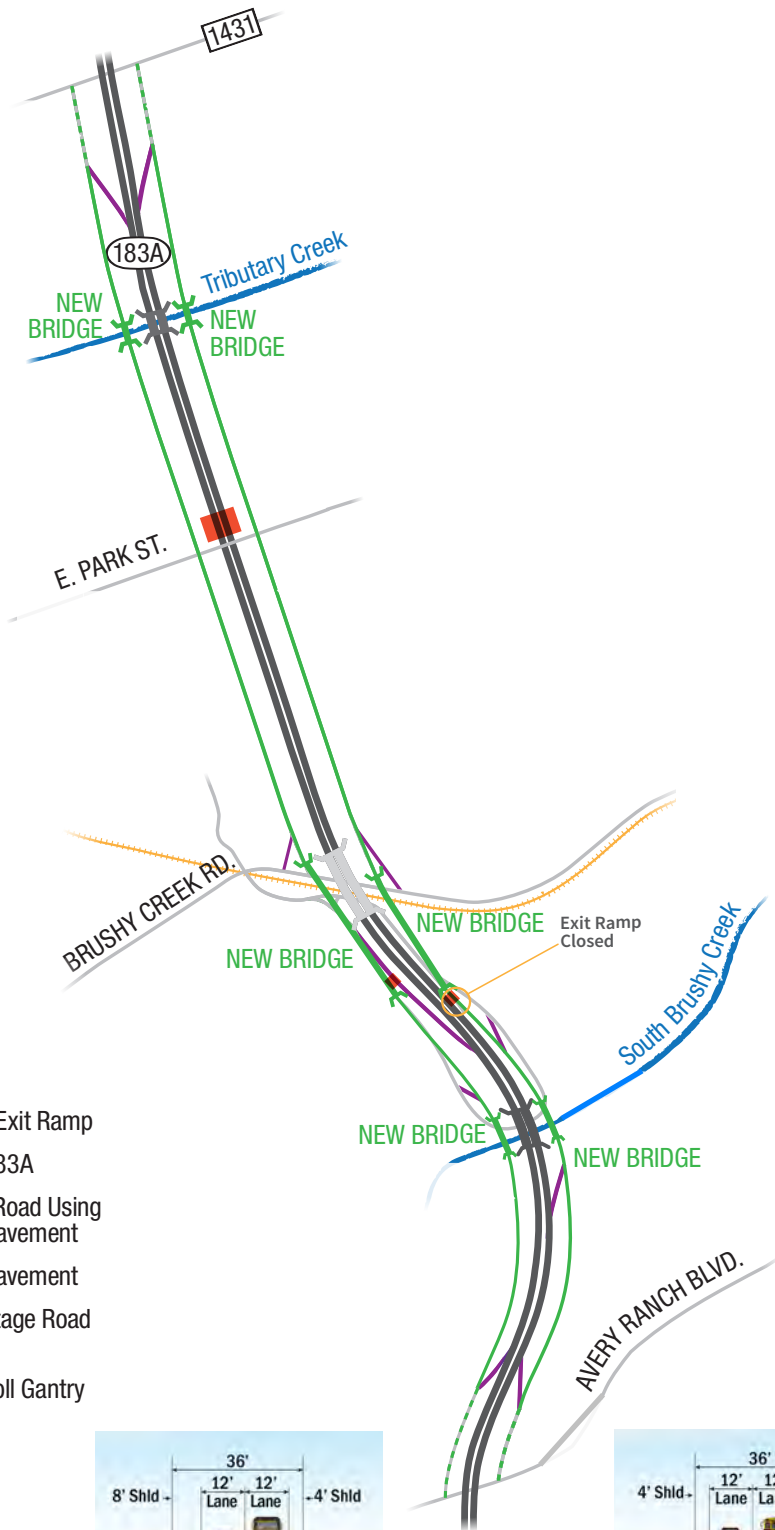
Ray A. Wilkerson
Chairman, Board of Directors

PROPOSED 183A FRONTAGE ROAD CONCEPT



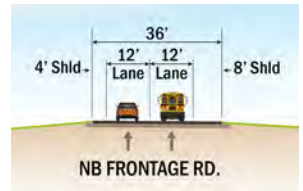
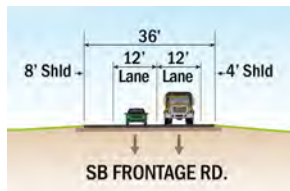
Grade separated parallel two-lane frontage road

Project Limits: Approx. 3 miles from RM 1431 to Avery Ranch Blvd.



LEGEND

- Entrance/Exit Ramp
- Existing 183A
- - - Frontage Road Using Existing Pavement
- Existing Pavement
- New Frontage Road Pavement
- Existing Toll Gantry





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #17

Consider and take appropriate action on a resolution authorizing the Executive Director to negotiate an interlocal agreement with City of Austin to establish a collaborative process and guidelines for stormwater and environmental controls

Strategic Plan Relevance: Deliver Responsible Mobility Solutions that Respect the Communities We Serve

Department: Executive

Contact: Mike Heiligenstein, Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Consider and act on draft resolution

Summary:

The City of Austin is proposing a collaboration between the City of Austin, TxDOT and the CTRMA to establish mutually agreed upon general principles, guidelines, and best practices for the stormwater management and environmental protection elements of transportation projects in the Austin region.

The collaboration will build upon successful interagency coordination efforts implemented on the SH 45 Southwest project and would help establish general conditions for partnering and cost sharing, as well as establish a framework and standard operating procedures for communication between the parties. This would also help create guidelines for streamlining inter-governmental reviews and approvals.

During the June 2018 Board meeting, the Board adopted the 2018 Strategic Plan which outlines the CTRMA goals for the succeeding five years, which included delivering responsible mobility solutions that respect the communities we serve. To build upon our adopted goal from our Strategic plan, the Mobility Authority staff recommends approval of the Board Resolution authorizing the Executive Director to negotiate the interlocal agreement with the City of Austin.

Backup provided: Draft Resolution
Summary of Interagency Coordination on SH 45 Southwest related to stormwater and environmental controls

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

RESOLUTION NO. 18-0XX

**AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO NEGOTIATE AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE MOBILITY
AUTHORITY**

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

WHEREAS, the Mobility Authority is authorized to design and construct transportation projects to improve mobility throughout the region; and

WHEREAS, the City of Austin serves as the largest provider of watershed management and environmental protection for the Central Texas area; and

WHEREAS, the Mobility Authority’s 2018 Strategic Plan provided goals for the Mobility Authority to implement, including the delivery of responsible mobility solutions that respect the communities we serve, and

WHEREAS, it will be beneficial to the region for the City and the Mobility Authority to collaborate on issues related to watershed management and environmental protection in the course of the development of Mobility Authority projects located within the City; and

WHEREAS, this collaboration would help establish general conditions for partnering and cost sharing for watershed management and environmental protection, as well as establish a framework and standard operating procedure for communication between the parties and help create guidelines for streamlining inter-governmental reviews and approaches; and

WHEREAS, the City of Austin is working to collaborate with the Texas Department of Transportation to develop a similar interlocal agreement.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to develop an interlocal agreement with the City of Austin as outlined above; and

BE IT FURTHER RESOLVED, that any final interlocal agreement is subject to approval by the Board.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

**SH 45 Southwest
Common Understanding Statements (from representatives of the City of Austin, Travis
County, BSEACD, TxDOT and the Mobility Authority)**

After SH 45SW received a Record of Decision and was environmentally cleared, the Mobility Authority engaged the City of Austin, Travis County and Barton Springs Edward's Aquifer Conservation District (BSEACD) to further discuss the environmental concerns related to the project with a goal of enhancing the design related to water quality. The project followed the guidelines outlined in the consent decree, but opportunities existed to enhance the water quality and environmental protections above the 25-year old agreement.

The Mobility Authority convened a Technical Working Group of the BSEACD, the City of Austin, TxDOT, and Travis County to develop common understanding statements to guide final design and construction activities. A total of six, multi-hour meetings were held over seven months. Additional small group meetings were also held to discuss specific items and provide greater insight into the project.

These meetings have produced 47 common understanding statements concerning such issues as vegetative clearing, tree preservation, void mitigation, construction exclusion zones, protection of sensitive features, lighting, erosion control, and water quality. For those items where a common understanding statement could not be developed, the technical working group has reviewed the materials and is aware of how the Mobility Authority will address those issues.

The project is being built over environmentally sensitive lands, and there are still concerns; however, all members agree that the project is better because of these discussions. The Mobility Authority thanks the Technical Working Group members for their dedication and willingness to discuss the issues and develop the following Common Understanding Statements.

Vegetation and Soil Protections

1. We agree the native soils along the project corridor consist of Del Rio and Terra Rosa. These soils are classified by the Soil Conservation Services as Group D soils. Group D soils have a very slow infiltration rate when thoroughly wetter. (Refer to the SH 45SW Geologic Assessment for additional information).
2. We agree that the project should maintain and minimize the disturbance of the native soils in the corridor by minimizing excavation, and salvaging and banking top soil for final cover.
3. We agree that, given the presence of natural clay in the soils, there is no need to install a clay liner on the vegetative filter strips and in swales.
4. Restricting the time for clearing of vegetation/trees, beyond the minimum requirements, is a reasonable approach for this project.

Permanent Protections

1. We agree that achieving superior water quality, beyond just following the measures outlined in the consent decree, should be a goal of the SH 45SW project .
2. We agree that the approach of the water quality non-degradation evaluation, which has been developed by the design team (based on the City of Austin Environmental Criteria Manual #1.6.9), is a reasonable approach.

3. The geometric revisions to reduce the footprint along the corridor, is a good approach. Design refinements that reduced the footprint include: addition of walls, reduction of shoulder width, reduction of median width.
4. Building approximately 90% of the project on fill is a reasonable approach to minimizing impacts to sensitive features.
5. Designing the shared use path to serve as a diversion dike to keep offsite flow and construction/roadway runoff separated is a reasonable approach to protecting water quality.
6. The addition of a Tree Preservation Plan to the plan set is a reasonable approach to increasing the preservation of natural resources.
7. The addition of the Construction Exclusion Zones to the plan set is a reasonable approach to increasing the preservation of natural resources.
8. The use of a native seed mix, developed in cooperation with the LBJ Wildflower Center is a reasonable approach to minimizing project impacts.

Sensitive Features and Cave Protections

1. Including the identified sensitive features and their buffer zones on all plan sheets is a reasonable approach to protecting these sensitive features.
2. The installation of cave gates at (F-110 Jubilee Cave), F-64, F-65, Cow Pattie, Hat Sink and F-157a and b (SH 45 Cave), prior to beginning construction, is a reasonable approach to protecting these sensitive features.
3. Including the following temporary BMPs: buffer zones, construction perimeter fence, high service rock filter dams and biodegradable erosion control logs, around each sensitive feature (where practical) is a reasonable approach to protecting the sensitive features.
4. In addition to the temporary BMPs listed above, a second construction perimeter fence and a diversion dike around the perimeter of the Flint Ridge Cave surface drainage area is a reasonable approach to protecting this sensitive feature.
5. The addition of Prohibited Activities Layouts to the plan set, which identifies prohibited activity areas throughout the project corridor, is a reasonable approach to protecting the sensitive features.
6. The goal of having a buffer of more than 50', with a chain link fence around the sensitive karst feature (during construction) is a reasonable approach.
7. The additional erosion/sediment control measures including stone riprap on the upstream side of Feature 55 is a reasonable approach.

Temporary Protections

1. The initial phase of construction will include the following: a) installation of BMPs to protect sensitive features, b) installation of Construction Exclusion Zone fencing, c) installation of tree protection measures, and d) vegetative clearing in phases; is a reasonable approach to minimizing project impacts during construction and protecting water quality.
2. Clearing the ROW by minimizing disruption to the soil is a reasonable approach to minimizing project impacts. Vegetative clearing will take place during the initial clearing window in the sequence as follows: Haul Road, GS1, GS2, I/C and 1626 (refer to Pre-Final submittal Narrative Sequence of Construction for a detailed description of the above-mentioned segments). Clearing and grubbing activities will not take place until construction

of each segment is imminent. Detailed restrictions, related to vegetative clearing activities, will be included on the applicable plan sheets. Trees will be mulched in place and stockpile locations will be restricted.

3. Establishing a temporary haul road that generally follows the alignment of the share use path along the SH 45SW corridor is a reasonable approach to minimizing project impacts. Mulch will be placed over the haul road for dust control
4. Installing permanent ponds early in construction, to be used as construction phase sediment detainment, is a reasonable approach to minimizing project impacts and protecting water quality during construction. Temporary grading will be sufficiently detailed to make sure construction runoff can be conveyed to the ponds.
5. The development of an Environmental Compliance Management Plan (ECMP) is a reasonable approach to minimizing project impacts.
6. Breaking the four major phases of construction into sub-phases to minimize exposed soil to assist with erosion/sediment control is a reasonable approach.
7. The inclusion of an Environmental Compliance Management Plan with a responsibility matrix is a reasonable approach.
8. Conducting surveys for red imported fire ants and tawny crazy ants on sites proposed to be used as sources for fill is a reasonable approach to minimizing the project impacts. Survey results and selection of fill sites will be approved prior to material extraction.
9. An Independent Environmental Compliance Manager (IECM) retained to be present on-site during construction is a reasonable approach to minimizing project impacts. The IECM will monitor construction activities and will ensure that upon completion of construction; all BMPs are implemented and functioning as designed. The IECM will have "stop work" authority.
10. "No Blasting" being allowed is a responsible approach to construction of this project.
11. Providing environmental training for everyone working on the project site is a reasonable approach for the project.
12. Fees for non-compliance and incentives for compliance with environmental restrictions/commitments is a reasonable approach for managing the construction contract.

Water Quality BMPs

1. Using permeable friction course (PFC) on the majority of the road and bridge surfaces is a reasonable approach to minimizing project impacts and protecting water quality. The WPAP will include the requirements that defines the maintenance and replacement schedule, which is enforced by the TCEQ.
2. Using vegetative controls (where feasible), such as vegetative filter strips and grass lined ditches, is a reasonable approach to minimizing project impacts and protecting water quality.
3. We agree that we are unable to quantify the full benefits of the vegetative filtration systems.
4. We agree that the ponds will have an impermeable liner to meet TCEQ requirements.
5. We agree with the project approach and that there is a need for energy dissipation so that erosion is controlled at concentrated flow locations downstream of the batch detention ponds. The overall approach also includes energy dissipaters designed according to HEC 14 and the City of Austin Environmental Criteria Manual and other applicable criteria.

6. We agree that the batch detention ponds will have a real-time monitoring system with a manual override valve.
7. We agree that hazardous material traps, included as part of the batch detention ponds, is the most appropriate approach given the linear nature of the project.
8. We agree that the design team's approach to the management of hazardous material is practical given the environmental constraints in the corridor. The overall approach will include a spill response plan, which includes remediation requirements.

Void Discovery and Mitigation

1. Including Void Mitigation Notes and Details in the plan set, to inform the Contractor of the void discovery protocol, is a reasonable approach to minimizing impacts to sensitive features. Notes and details are consistent with or exceed standard TCEQ requirements.
2. Requiring the Contractor to provide articulating head downhole video camera and/or other equipment necessary for proper inspection of the completed excavation is a reasonable approach to minimize impacts to sensitive features.
3. Having voids encountered during construction evaluated by a qualified karst biologist, professional geoscientist, and the engineer of record is a reasonable approach to minimizing impacts to sensitive features.
4. The construction contract based on working days and not calendar days is a reasonable approach to ensuring flexibility in the schedule to allow for appropriate assessment and mitigation for sensitive environmental features.

Miscellaneous Enhancements

1. The creation of a maintenance access route under the Bear Creek Bridge with a minimum vertical clearance of 15.0' will be a benefit to the City of Austin in maintaining preserved lands.
2. Installing safety lighting only at merge locations with no high-mast illumination is a reasonable approach.
3. The Oak Wilt Prevention Policies described in the ECMP is a reasonable approach to preventing the spread of Oak Wilt.
4. Placing signs along the corridor informing drivers that they are driving over the recharge zone of the Edwards Aquifer is a good practice.

Meeting: SH 45 SW WQ Technical Work Group (TWG) Meeting
 Location: CTRMA - Williamson Conference Room
 Date: 7/30/2015 @ 1:30 PM

Name	Organization	Phone	Email
Clay Gann	Rodriguez Transportation Group, Inc.	(512) 231-9544	cgann@rtg-texas.com
Charlotte Gilpin	KS Friese	512 3381704	cgilpin@KSFriese.com
Heather Beatty	TXDOT	512-832-7103	Heather.Beatty@txdot.gov
Sean Beal	CTRMA	512450-6280	Sbeal@ctrma.org
Tom Hegemier	BSEACTD	512 496 6623	tom.hegemier@apajefv.com
Michelle Adlong	COA WPD	512-974-2876	michelle.adlong@austintexas.gov
Mike Kelly	COA WPD	512 974 6591	mike.kelly@austintexas.gov
Jon Geiselbrecht	TXDOT - AUS	512-832-7218	jungeiselbrecht@txdot.gov
Larry Cox	Cox/McLain Envl.	512-338-2223	larry@coxmcclain.com
Heather Ashley-Nguyen	TXDOT-AUS	512 658 1516	heather.ashleynguyen@txdot.gov
Shirley Nichols	TXDOT	512 832 7168	Shirley.Nichols@txdot.gov
ROSE MARIE KLEE	TXDOT	512 832 7052	ROSE.MARIE.KLEE@TXDOT.GOV
JUSTIN WORD	CTRMA	512.996.9778	jword@MOBILITYAUTHORITY.COM
MIKE H	"	996-9778	
Miris Keith	HNTB	512 691 2205	kkeith@hntb.com
JON WHITE	TRAVIS COUNTY TNR	512-854-7212	JON.WHITE@TRAVISCOUNTYTX.GOV

JON WHITE ADDED BY CLAY GANN. JON CAME INTO MEETING LATE.



Central Texas Regional
Mobility Authority

SH45 SW
Water Quality Technical Working Group
Sign-In Sheet
August 20, 2015

	NAME	ORGANIZATION	PHONE NO.	E-MAIL
1.	Loretta Schietinger	HNTB	512 691-2220	lschietinger@hntb.com
2.	Jon Geiselbrecht	TxDOT	512.832.7218	jon.geiselbrecht@txdot.gov
3.	Heather Beatty	TxDOT	512-832-7103	heather.beatty@txdot.gov
4.	Michelle Adlong	COA-WPD	512-974-2820	MICHELLE.ADLONG@AUSTINTEXA.GOV
5.	Dave Faulkner	TRAVIS COUNTY TXR	512-854-7598	DAVE.FAULKNER@TRAVISCOUNTYTX.GOV
6.	Tom Hegemier	Alan Plummer - BSEALD	512 496 6823	thegemierwapaientv.com
7.	JUSTIN WORD	CTRMA	512.996.9778	JWORD@CTRMA.ORG
8.	Linda Lise	Rideline	512-797-9019	lrise@rideline.com
9.	Robert Carrillo	RTG	512-231-9544	rcarrillo@rtg-texas.com
10.	Charlotte Gilpin	K Friesse	512 338 1709	cgilpin@kfriesse.com
11.	SBEALD	CTRMA	512 450-6280	sbeald@ctrma.org
12.	Jon White	Travis County	512 854-7212	jon.white@traviscountytx.gov
13.	RoseMarie Klee	TxDOT	512 832 7052	RoseMarie.Klee@txdot.gov
14.				
15.				

Meeting: SH 45 SW EP TWG Coordination Meeting
 Location: CTRMA - Board Room
 Date: 10/26/2015 @ 1:30 PM

Name	Organization
Robert Carrillo	Rodriguez Transportation Group
Walt Meitzen	Cox McLain Environmental
Larry Cox	Cox/McLain Environmental
Loretta Schietinger	HNTB
Vicki McEpy	K Friese & Associates
Jon Geiselsbrecht	TXDOT
Sean Beal	CTRMA
MIKE PERSONETT	COA-WPD
Ed Peacock	COA-WPD
Chuck Lesnick	CoA-WPD
FEVIN THOMSEN	COA-AW-W&PL
Shemi Kuhl	COA-AW-Balcones Canyonlands Preserve
Kris Keith	HNTB
CLAY GANN	RTG
Nic Berger	RTG
Kenzie White	Cambrian Environmental
Heather Beatty	TXDOT
ROSE MARIE KLEE	TXDOT
Mike Kelly	COA-WPD
Michèle Adlona	COA-WPD
David Johns	" "
Charlotte Gilpin	K Friese
Tom Hegemier	Alan Plummer Assoc. For BSEACD
Ginny Burckham	CTRMA
Jon White	Travis County TNR

Meeting: SH 45 SW TWG Coordination Meeting #4
 Location: CTRMA - Board Room
 Date: 11/09/2015 @ 8:30 AM

Name	Organization
Robert Carrillo <i>RC</i>	Rodriguez Transportation Group, Inc.
<i>CLAY GANN</i>	<i>RTG</i>
Vicki McEvoy	KFA
Kemblewhite	Cambridge Environ-ent
Charlotte Gilpin	K Friese
Heather Beatty	TxDOT
<i>Kris Keith</i>	<i>HNTB</i>
Stephanie Russell	HNTB
Larry Cox	Cox/McLain Envl. Consulting
Shirley Nichols	TxDOT
Tom Hegemiser	Alan Plummer, Assoc Per BSEACD
Walt Meitzen	Cox/McLain
ROSE MARIE KLEE	TxDOT-AUS
Ed Peacock	COA - WPD
Michelle Adlong	COA - WPD
Chuck Lesmat	COA - WPD
Sean Beal	CTRMA
DAVE FOWLER	TRAVIS COUNTY TNR
Jon White	Travis County TNR
NIC BERGER	RTG
Lynda Rife	

Meeting: SH 45 SW TWG Coordination Meeting #5
 Location: CTRMA - Board Room
 Date: 11/23/2015 @ 3:00 PM

Name	Organization
Robert Carrillo <i>RC</i>	Rodriguez Transportation Group, Inc.
<i>Clay Gann</i>	<i>RTG</i>
Kemble White	Cambrian Environmental
Heather Beatty	TXDOT
Charlotte Gilpin	K Frieese
Vicki McEvoy	K Frieese
Stephane Russell	HNTB
Larry Cox	COX/MELAIN EnvCons
Walt Meitzen	" " "
Shirley Nichols	TXDOT
Tom Hegemier	Alan Plummer Assoc - BSEACID
<i>DAVE POWELL</i>	TRAVIS COUNTY FNR
JUSTIN WORD	CTRMA
<i>Tu Caselbrecht</i>	TXDOT
Ed Peacock	COA-WPD
Michelle Allong	COA WPD
Chuck Lesnak	COA-WPD
David Johns	COA/WP
Sylvia Forr	COA/WPD
MIKE PERSONET	COA-WPD
KEVIN THUESEN	COA / WILDLANDS
Kris Keith	HNTB
<i>Lynne Rude</i>	<i>Reline</i>
John Dupnik	BSEACD
ROSE MARIE KLEE	TXDOT
Heather Ashley-Nguyen	TXDOT

Meeting: SH 45 SW TWG Coordination Meeting #6
 Location: CTRMA - Board Room
 Date: 01/13/2016 @ 2:00 PM

Name	Organization
Robert Carrillo <i>RC</i>	Rodriguez Transportation Group, Inc.
<i>Clay Gann</i>	" "
<i>Charlotte Gilpin</i>	<i>K Friese & Assoc.</i>
<i>Vicki McEvoy</i>	<i>K Friese & Assoc.</i>
<i>Kemble White</i>	<i>Cambrion Environmental</i>
<i>Heather Bentley</i>	<i>TXDOT</i>
<i>Shirley Nichols</i>	<i>TXDOT</i>
<i>Rose Marie Klee</i>	<i>TXDOT</i>
<i>Stephanie Russell</i>	<i>HNTB</i>
<i>Jon Gesselbrecht</i>	<i>TXDOT</i>
<i>John Dupnik</i>	<i>BSEACT</i>
<i>Heather Ashley-Nawson</i>	<i>TXDOT - AUS</i>
<i>Tom Hegemier</i>	<i>Alan Plummer Assoc for BSEACT</i>
<i>Walt Meitzen</i>	<i>Cox/McLain Env. Cons.</i>
<i>Larry Cox</i>	<i>Cox/McLain Env. Consulting</i>
<i>Sean Beal</i>	<i>CTRMA</i>
<i>Michelle Adlong</i>	<i>COA - WPD</i>
<i>Ed Peacock</i>	<i>COA - WPD</i>
<i>KEVIN THOMPSON</i>	<i>COA/WILDLANDS</i>
<i>David Johns</i>	<i>" / WPA</i>
<i>Sherryl Kuhl</i>	<i>COA/BCP</i>
<i>Sylvia Ford</i>	<i>MA / WPD</i>
<i>Mico Hauweeb</i>	<i>COA WPD</i>
<i>Kris Keith</i>	<i>HNTB</i>
<i>Mike Kelly</i>	<i>COA WPD</i>



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #18

Consider and take appropriate action on a resolution authorizing an administrative change order process and associated dollar amounts for use on construction projects

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: None
Funding Source: Not applicable
Action Requested: Consider and act on draft resolution

Summary:

This item authorizes the Executive Director to negotiate and approve certain change orders on current and future active construction projects. The value of the change order is progressive and is based on the originally authorized contract construction value, as outlined in the table below.

Construction Contract Value	Executive Director Maximum Change Order Approval Authority
Under \$10M	\$ 300,000
\$10M to \$100M (inclusive)	\$ 1,000,000
Over \$100M	\$ 2,000,000

Approval of the resolution will expedite the change order review and approval process. All change orders that are approved by the Executive Director under this proposed resolution, regardless of value, will be provided to the Board for the information of the Board.

Backup provided: Draft Resolution

EXHIBIT A

Construction Contract Value	Executive Director Maximum Change Order Approval Authority
Under \$10,000,000.00	\$ 300,000.00
\$10,000,000.00 to \$100,000,000.00 (inclusive)	\$ 1,000,000.00
Over \$100,000,000.00	\$ 2,000,000.00

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

RESOLUTION NO. 18-0XX

APPROVAL OF AN ADMINISTRATIVE CHANGE ORDER PROCESS

WHEREAS, the Central Texas Regional Mobility Authority (“Mobility Authority”) desires to expedite the change order review and approval process for construction projects; and

WHEREAS, the Executive Director has proposed a process which allows the Executive Director to negotiate and approve change orders below a certain dollar amount, based on the originally authorized construction contract value, as more fully described in Exhibit A attached hereto; and

WHEREAS, the Executive Director will assure that a periodic summary of change orders approved under this proposed process, regardless of value, will be provided to the Board.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors authorizes the Executive Director to implement the change order approval process; and

BE IT FURTHER RESOLVED, that all change orders in excess of the approval authority set forth in Exhibit A shall be presented to the full Board for approval; and

BE IT FURTHER RESOLVED that the Executive Director shall cause a periodic summary to be provided of the amount of change orders approved pursuant to this process.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #19

Award construction contract for the Manor
Expressway (290E) Phase III Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: Not to exceed \$71,236,424.39
Funding Source: Project Funds
Action Requested: Consider and act on draft resolution

Summary:

The Board authorized staff to proceed with procurement efforts for a construction contractor at the May 30, 2018 Board meeting. A procurement timeline is provided below:

May 30, 2018	Board Authorized Procurement
June 27 and July 4, 2018	Advertised project
July 12, 2018	Pre-bid meeting
July 18, 2018	Bid opening

This item is to award a contract to construct the Project, which will add direct connectors for the SH 130 south to 290E west, SH 130 north to 290E west, and 290E east to SH 130 south movements. CTRMA is the lead agency with TxDOT funding the actual costs for the 290E east to SH 130 south direct connector.

Seven responsive and responsible bids were received ranging from \$71,236,424 to \$89,685,804. The engineer's estimate is \$80,500,000.

These bids are currently under review by TxDOT for concurrence with the

recommendation in accordance with the Local Government Project Policy. Therefore, staff is requesting approval to award the contract to the contractor with the lowest responsive and responsible bid conditioned on receiving concurrence from TxDOT.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 18-0XX

**AWARDING A CONSTRUCTION CONTRACT FOR THE MANOR EXPRESSWAY
(290E) PHASE III PROJECT**

WHEREAS, by Resolution No. 18-017 dated May 30, 2018, the Board of Directors authorized the Executive Director to advertise, release bid documents, and review bids consistent with the Mobility Authority Procurement Policy for construction services for the Manor Expressway (290E) Phase III Project; and.

WHEREAS, the Mobility Authority received seven bids, and after review by staff the apparent low bid was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, the Executive Director recommends awarding a construction contract to _____ as the low bidder; and

WHEREAS the authorization to proceed with construction is subject to concurrence by the Texas Department of Transportation (“TxDOT”) in the award of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with _____ in an amount not to exceed \$ 71,236,424.39; and

BE IT FURTHER RESOLVED, that concurrence from the TxDOT of this award is a requirement prior to the issuance of a notice to proceed with construction of the Manor Expressway (290E) Phase III Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

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

RESOLUTION NO. 18-0XX

**AWARDING A CONSTRUCTION CONTRACT FOR THE MANOR EXPRESSWAY
(290E) PHASE III PROJECT**

WHEREAS, by Resolution No. 18-017 dated May 30, 2018, the Board of Directors authorized the Executive Director to advertise, release bid documents, and review bids consistent with the Mobility Authority Procurement Policy for construction services for the Manor Expressway (290E) Phase III Project; and.

WHEREAS, the Mobility Authority received seven bids, and after review by staff the apparent low bid was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, the Executive Director recommends awarding a construction contract to _____ as the low bidder; and

WHEREAS the authorization to proceed with construction is subject to concurrence by the Texas Department of Transportation (“TxDOT”) in the award of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with _____ in an amount not to exceed \$ 71,236,424.39; and

BE IT FURTHER RESOLVED, that concurrence from the TxDOT of this award is a requirement prior to the issuance of a notice to proceed with construction of the Manor Expressway (290E) Phase III Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July, 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #20

Approve Supplemental No. 1 to Work
Authorization No. 7 for WSP USA, Inc. for
general engineering consultant
related to MoPac

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: \$1,270,780.32
Funding Source: Project Funds (Previously Allocated)
Action Requested: Consider and act on draft resolution

Summary:

During the July 2017 Board meeting, the Board authorized Work Authorization No. 7 with WSP USA, Inc. for completion of design/build oversight on the MoPac Improvement Project contract being completed by CH2M Hill. At that time, the project schedule anticipated completion of the construction efforts in July 2018.

During the March 2018 Board meeting, the Board authorized the Executive Director to negotiate and execute a construction contract with McCarthy Building Companies, Inc. to perform additional work on MoPac (referred to as the MoPac Miscellaneous Improvements Project). The project schedule for this work anticipates completion in January 2019.

To continue GEC services to close out the MoPac Improvement Project and to provide oversight for the MoPac Miscellaneous Improvements Project, Mobility Authority staff recommends that additional fee in the amount of \$1,270,780.32 be authorized under Supplemental Work Authorization No. 1 to Work Authorization No. 7 with WSP USA, Inc. (formerly known as Parsons Brinckerhoff, Inc.).

This additional fee is composed of a Base Amount of \$1,058,983.60 and a Contingency Amount of \$211,796.72. This additional fee will increase the not to exceed amount for Work Authorization No. 7 from \$4,948,829.57 to \$6,219,609.89. The use of any portion of

the Contingency Amount by WSP USA, Inc. will be upon written authorization from the Executive Director or Director of Engineering.

Backup provided: Draft Resolution
Draft Work Authorization

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

RESOLUTION NO. 18-0XX

**APPROVAL OF SUPPLEMENT NO. 1 TO WORK AUTHORIZATION NO. 7 WITH WSP USA,
INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES RELATED TO THE MOPAC
IMPROVEMENT PROJECT**

WHEREAS, by Resolution No. 17-043 dated July 26, 2017, the Board Authorized the Executive Director to negotiate Work Authorization No. 7 with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) for general engineering consultant services for the MoPac Improvement Project; and

WHEREAS, by Resolution No. 18-009 dated March 28, 2018, the Board authorized the Executive Director to negotiate and execute a construction contract with McCarthy Building Companies, Inc. for additional enhancements to the MoPac Improvement Project; and

WHEREAS, the Executive Director and WSP USA, Inc. have negotiated proposed Supplement No. 1 to Work Authorization No. 7 to continue general engineering consultant services and oversight of McCarthy Building Companies, Inc. for additional work benefitting the Mopac Improvement Project and the Mopac corridor; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Supplement No. 1 to Work Authorization No. 7 to be in an amount not to exceed \$1,270,780.32; and

WHEREAS, the services to be provided under Supplement No. 1 to Work Authorization No. 7 are anticipated to be substantially complete by early 2019; and

WHEREAS, the Executive Director recommends that the Board approve proposed Supplement No. 1 to Work Authorization No. 7 in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves an amount not to exceed \$1,270,780.32 for the services described in Supplement No. 1 to Work Authorization No. 7; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute proposed Supplement No.1 to Work Authorization No. 7 with WSP USA, Inc. in an amount not to exceed \$1,270,780.32 and 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 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

APPENDIX D

SUPPLEMENTAL WORK AUTHORIZATION

SUPPLEMENTAL WORK AUTHORIZATION NO. 1 to WORK AUTHORIZATION NO. 7

This Work Authorization is made as of this 25th day of July, 2018, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of June 30, 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 Improvement Projects – Completion of Design/Build & Construction Oversight

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference "Scope of Work" attached hereto as Attachment A which replaces the Scope of Work included in Work Authorization No. 7 in its entirety.

Section B. - Schedule

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

Services defined herein are anticipated to be substantially complete on June 30, 2019.

This Work Authorization will not expire until all tasks associated with the Scope of Services are complete as defined by the Mobility Authority.

Section C. - Compensation

C. 1. In return for the performance of the foregoing obligations, the Authority authorizes an amount not to exceed \$1,270,780.32 based on Attachment B - Fee Estimate which is composed of a Base Amount of \$1,058,983.60 and a Contingency Amount of \$211,796.72. This will increase the not to exceed amount for Work Authorization No. 7 from \$4,948,829.57 to \$6,219,609.89. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B - Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

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

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: _____

By: _____

Name: Mike Heiligenstein

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT A – SCOPE OF WORK
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
WSP USA GENERAL ENGINEERING CONSULTANT CONTRACT
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO
WORK AUTHORIZATION NO. 7
SERVICES TO BE PROVIDED BY THE
GENERAL ENGINEERING CONSULTANT (GEC)

General

The services to be performed by the GEC will include, but not be limited to, project management services necessary to oversee 1) the remaining construction of the MoPac Improvement Project through the use of a Design/Build Contract and 2) the construction of the MoPac Miscellaneous Improvements Project through the use of Traditional Construction Contract (hereinafter referred to as the Projects). The terms “Projects”, “Contracts”, and or “Contractors” will be used hereinafter to collectively reference both Projects. The services to be performed by the GEC will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Contractors on the Projects.

The GEC will assist with communications between the Mobility Authority and Contractors, acting as an extension of Mobility Authority staff by providing technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control or direct construction under the Contracts. Oversight reviews by the GEC will not relieve the Contractors of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the Contracts. The GEC will maintain core Oversight staff at the Contractor-provided Project field office(s) to manage and administer the planning, execution, and construction; including invoicing and administrative support, for activities required to complete the overall oversight efforts. This staff will represent the Mobility Authority's interests as defined in the Contracts.

1. PROJECT MANAGEMENT (Code 13730)

The GEC will provide staff to manage, review and coordinate the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate level of Project staffing. Activities included in this task:

1.1 Project Administration

- Review and report on the Contractors' submittals of records and reports including:
 - Weekly payroll
 - Statement of wage compliance
 - Requests for payment of materials on hand and DBE compliance
 - Reports and records as required for the Project by TxDOT and/or FHWA and/or City of Austin and/or UPRR and/or Capital Metro
- Report Project progress and issues in a timely manner
- Review, monitor, and report on Contractors' Project Schedule
- Update records of the cost involved in potential new change order work. These records will include labor and equipment times and materials installed (temporary or permanent).
- Assist in the surveillance of the Contractors' compliance with contract requirements that are remaining on the project. The GEC will review, based on available information, the Contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include LGPP requirements, EEO Affirmative Action, DBE, OJT positions and number of hours, and payroll and subcontracts.
- Provide compliance oversight of third party agreements for remaining work including:
 - Dewatering permits
 - NPDES permits
 - Demolition permits
 - Noise permits
 - Corps of Engineer permits
 - Utility agreements
 - UPRR | Capital Metro agreements

1.2 Sub-Consultants

- Coordinate, contract and provide oversight for any required sub-consultants to the GEC.

1.3 Program Reporting

- 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.
- Track, monitor, and report on contracts and budgets for the GEC and subconsultants, and the Contractors.
- Track, monitor, and prepare reports on DBE utilization for the Contractors' program and GEC team.

1.4 Project Schedule

The GEC will provide staff to coordinate the Project scheduling efforts. Specific activities include:

- Evaluate, monitor, and verify according to contractual requirements, the Contractors' Project Schedule; Baseline and Updates, and Recovery Schedules.
- Report and verify the Contractors' progress and upcoming milestones on a monthly basis to the Mobility Authority.
- Identify, catalog, and archive Baseline Schedules and schedule revisions and Updates, and Recovery Schedules. Evaluate time impacts and report recommendations to the Mobility Authority.

1.5 Change Order Processing & Management

- Provide review of new potential Change Orders on the Project and process in accordance with the Contract and coordinate with external agencies as required.
- Review Change Order cost estimates prepared by the Contractors. Evaluate Contractors claims for extension of time, and provide comments and recommendations to the Mobility Authority.
- Update log and retain all documents associated with new potential Change Orders.

1.6 Project Meetings & Documentation

The GEC will facilitate the following internal GEC Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Project Progress Meetings - Weekly
- Mobility Authority Construction Status Update Meetings - Monthly

The GEC will prepare agendas and meeting minutes.

In addition, the GEC will participate in the Contractors' Project meetings, including but not limited to:

Construction Phase

- Utilities - Weekly
- Rail - Weekly
- Quality Assurance - Bi-weekly
- Maintenance of Traffic - Weekly
- Public information - Weekly
- Environmental Compliance — Weekly

Oversight, Scheduling, and Coordination

- 4-Week Rolling Schedule Review - Weekly
- Comprehensive Schedule — Monthly
- Staffing Meeting - Monthly
- Steering Committee - Bi-weekly
- Executive Management - Quarterly

1.7 Tracking Database

Update 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 that occur after the start date of this GEC work authorization.

2. CONSTRUCTION OVERSIGHT (Code 13620)

The GEC will provide professional services associated with construction oversight including the construction engineering and inspection in accordance with the PDA, Contracts, and SI Contract for the remainder of construction. The GEC will provide qualified technical and professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage, or control the Contractors' construction work activities. Construction Oversight by the GEC, including field inspections, testing, and oversight reviews, will not relieve the Contractors of sole responsibility for the means and methods of the construction, or for health or safety precautions in connection with the work. The Engineer(s) of Record will remain responsible for design related services.

The GEC will establish and maintain the Project Field Office operation within the Contractor-provided facility; including leasing and maintenance of project vehicles; and any additional expenses required by the Project and not provided by the Contractors.

Construction oversight efforts will focus on coordination with the Contractors' and SI's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices, and regulatory requirements. The GEC will utilize the previously developed Quality Assurance Plan (QAP) which will be incorporated by reference into the Contractors' Construction Quality Management Plan (CQMP). The following activities are included:

2.1 Construction Oversight Inspections

- Perform and report construction inspections for remaining construction items.
- Review and report final documentation of schedule of values in support of Contractors' draw requests.
- Develop diaries and logs for remaining construction items.
- Provide a digital photo and/or video log of the Project area for the remainder of construction, with heavy emphasis on areas with potential claim items/issues and on areas of real/potential public controversy.

2.2 Traffic Control

- Review, monitor, and recommend modification to the Contractors' maintenance of traffic/traffic control operations according to applicable specifications and standards.
- Document and issue deficiency reports to the Contractors on any noncompliance of traffic control devices or layouts.
- Coordinate with the Contractors and the Mobility Authority regarding major traffic disruptions.
- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the Contractors, designers or interested parties.

2.3 Requests for Information (RFI) and Non-Conformance Report Processing and Management

- Review and facilitate responses on Project RFIs for newly submitted RFIs.
- Prepare new Non-Compliance Reports (NCRs) for non-compliant work issued.
- Update log, and retain all documents associated with RFIs and NCRs.

2.4 Shop Drawing I Submittals Processing and Management

- Review new shop drawings, erection drawings, working drawings, Samples, material and product certifications, and catalog cuts and brochure submittal for general conformance with the design plans and specifications submitted by the Contractors. Check that the Engineer(s) of Record have provided required approvals. The Engineer(s) of Record will be responsible for final approval.
- Update log and retain all new documents associated with shop drawings.
- Coordinate with the Contractors on processing, submittal documentation, follow-up activities, and clarifications.

2.5 D/B Contractor Draw Requests

- Review completeness of the Contractors' submittal in accordance with the requirements of the Contracts, including:
 - Cover Sheet
 - Monthly Progress Report
 - Certification by Construction Quality Control Manager
 - Report of personnel hours
 - Progressed schedule of values
 - DBE utilization report
 - Cash flow and payment curves
 - Updated Project schedule
 - Waiver of liens from previous draw requests
 - Material on hand invoices

- Lane/shoulder/ramp/cross street rental and/or Liquidated Damages fee report
- Evaluate that the request accurately reflects monies due for acceptable work completed.
- Review and provide required certifications to the Mobility Authority for processing of the D/B Contractors' partial and final pay requests.

2.6 Utility and Rail Oversight

The GEC will provide coordination, support, and assistance for utility related activities. GEC support activities do not relieve the Contractors of sole responsibility for performance of all utility-related activities. Specific activities include:

- Review new (if any) 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.
- Participate in meetings as necessary to support effective management of the utility and rail coordination process.
- If necessary, provide support to Contractors in scheduling periodic meetings with utility and rail owner's representatives for coordination purposes.
- Support Contractors with negotiating the details of new utility agreements with the utility companies, as requested. Details will include any necessary betterment percentages, indirect costs, plans, estimates, and schedules for the utility companies' activities.
- Review of new utility adjustment agreements including plans, estimates, and property interest.
- Monitor payments from the Contractors to utility owners for utility adjustments and rail owners for flagging operations.
- Provide utility construction monitoring and verification to the extent possible.

2.7 Survey Support

- Perform remaining survey verifications needed to complete verification.

2.8 Final Punch List, Final Inspection, Notice of Completion, Close Out

The GEC will:

- Coordinate with the Contractors, CTRMA and TxDOT in the generation of a final punch list.
- Monitor the resolution of outstanding construction items.
- Inspection of punch list completion.
- Verify there are no outstanding claims related to the Contractors' work.

- Provide Notification of Completion to the Mobility Authority.
- Complete all necessary activities to formally close-out the project.

3. MATERIAL ACCEPTANCE TESTING (Code 13620)

The GEC will provide Quality Acceptance testing of remaining materials incorporated into the project. coordinate materials testing operations, and review Material Test Reports. Material Testing procedures will include:

3.1 Quality Acceptance

- Utilize the previously prepared Qualification Program for materials utilized by the project for the construction of the Project in accordance with the Quality Acceptance Program (QAP).
- Submit construction Quality Acceptance Material Certification letter monthly to the Mobility Authority.
- All material test results will be reviewed by the Construction Manager or Resident Engineer.

3.2 Verification

- Utilize the previously prepared testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project.
- Perform the testing of construction materials utilized on the Project.
- Prepare and manage new Non-Compliance Reports (NCRs) for failing tests as appropriate.
- Update the material testing database.
- Review mill and shop inspection and laboratory tests and field test of construction materials performed by the testing engineer and the off-site materials testing agency.

3.3 Independent Assurance Program

- Continue the Independent Assurance (IA) Program which evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.
- Update documentation of all qualified individuals who perform required tests for acceptance of materials, as needed.
- Verify that laboratories are qualified to perform testing.

4. ENVIRONMENTAL COMPLIANCE (Code 13620)

The GEC will provide staff to review and report on the Contractors' environmental compliance efforts. Specific activities include:

- Oversight review and audits of the Contractors' Comprehensive Environmental Protection Program (CEPP).
- Monitor the Contractors' compliance with the SWPPP plans and permit requirements.

- Issue new Non-Compliance Reports (NCRs) for instances which fall below permit requirements.
- Update database to track and verify new environmental commitments documented in the Environmental Documents and for permit compliance.
- Monitor the Contractors' activities to determine if environmental encounters are being promptly reported and managed in accordance with the CEPP, and applicable laws and regulations.

5. ADDITIONAL SERVICES

5.1 General

The services listed above are anticipated to cover the range of activities for the oversight of remainder of construction of the Project. However, change can occur at any time during the project term and may involve changed scope, schedule or staffing. Changes to the scope and/or schedule of the work, whether at the request of the Mobility Authority or resulting from changes to the project initiated by the D/B Contractor. may require additional services outside of this scope, or the provision of identified services for an additional period of time.

6. LIST OF ASSUMPTIONS

6.1 Project Scope

The services provided by the GEC as described in this Work Authorization are based upon the Project scope as defined in the Contracts scopes of work and technical provisions. The GEC will be responsible only for those items, as outlined in the scope of services, from the time of the notice to proceed until project completion.

6.2 Project Schedule

The services provided by the GEC as described in this Work Authorization are based upon the current project schedules. Any change to the project schedule dates as noted below may require a supplement to this Work Authorization.

ATTACHMENT B - FEE ESTIMATE
CTRMA // WSP USA GEC CONTRACT
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 7

FEE ESTIMATE

CTRMA: MoPac Improvement Project & MoPac Miscellaneous Improvements Project
 Consultant: Parsons Brinckerhoff, Inc. [WSP USA Inc.]
 Construction Level Of Effort Estimate: May 2018 thru June 2019

	2018										2019						Reg. Hours (165/mo)	OT Hours (15%)	Total Hours	Rate	OH	Profit	Multiplier	Burdened Hourly Rate	Total Labor
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun									
TASK 1 - Construction Phase Services																									
Construction Engineering & Inspection																									
OFFICE																									
Senior CM Advisor																	0	0	0	\$ -	1.5382	0.1	2.792	\$ -	\$ -
Sr. Construction Manager																	0	0	0	\$ -	1.5382	0.1	2.792	\$ -	\$ -
Project Manager																	0	0	0	\$ 76.00	1.6944	0.1	2.964	\$ 225.25	\$ -
Office Engineer																	0	0	0	\$ 40.00	1.6944	0.1	2.964	\$ 118.55	\$ -
Administrative Assistant			0.10	0.10	0.10	0.10	0.10										83	0	83	\$ 27.00	1.6944	0.1	2.964	\$ 80.02	\$ 6,601.95
GEC Program Manager			0.12	0.12	0.12	0.07	0.07	0.02	0.02	0.02	0.02						96	0	96	\$ 95.00	1.5382	0.1	2.792	\$ 265.24	\$ 25,383.65
Project Accountant			0.25	0.25	0.25	0.15	0.15	0.05	0.05	0.05	0.05						206	0	206	\$ 40.00	1.5382	0.1	2.792	\$ 111.68	\$ 23,034.17
Construction Phased Services			0.25	0.25	0.25	0.25	0.25	0.10	0.10	0.10	0.10						272	0	272	\$ 50.00	1.5382	0.1	2.792	\$ 139.60	\$ 38,006.37
Construction Phased Services			0.20	0.20	0.20	0.20	0.20										165	0	165	\$ 80.00	1.5382	0.1	2.792	\$ 223.36	\$ 36,854.66
Construction Phased Services			0.10	0.10	0.10	0.10	0.10										83	0	83	\$ 60.00	1.6944	0.1	2.964	\$ 177.83	\$ 14,671.01
Construction Services Engineer			0.75	0.75	0.50	0.25	0.25										413	0	413	\$ 30.00	1.6944	0.1	2.964	\$ 88.92	\$ 36,677.52
Information Coordinator			0.10	0.10	0.10	0.10	0.10										83	0	83	\$ 40.00	1.5382	0.1	2.792	\$ 111.68	\$ 9,213.67
Graphic Design			0.05	0.05	0.05	0.05	0.05										41	0	41	\$ 35.00	1.5382	0.1	2.792	\$ 97.72	\$ 4,030.98
FIELD																									
Construction Mgr.			1.00	1.00	1.00	1.00	1.00										825	0	825	\$ 200.00	0.0000	0	1.000	\$ 200.00	\$ 165,000.00
Field Engineer			1.00	1.00	1.00	1.00	1.00										825	0	825	\$ 61.00	1.1117	0.1	2.323	\$ 141.70	\$ 116,898.43
Auditor/Recordkeeper			0.40	0.40	0.40	0.50	0.50	0.25	0.25	0.25	0.25						528	0	528	\$ 52.00	1.1975	0.1	2.417	\$ 125.70	\$ 66,368.02
Chief Inspector																	0	0	0	\$ 50.00	1.1975	0.1	2.417	\$ 120.86	\$ -
Sr. Inspector																	0	0	0	\$ 42.00	1.1975	0.1	2.417	\$ 101.52	\$ -
Sr. Inspector/Office Eng.			1.00	1.00													330	50	380	\$ 31.00	1.1975	0.1	2.417	\$ 74.93	\$ 28,437.74
Inspector			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1485	223	1,708	\$ 35.00	1.1975	0.1	2.417	\$ 84.60	\$ 144,482.05
Inspector			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1320	198	1,518	\$ 28.00	1.1975	0.1	2.417	\$ 67.68	\$ 102,742.79
Inspector			1.00	1.00	1.00	1.00	0.50										743	111	854	\$ 34.00	1.1117	0.1	2.323	\$ 78.98	\$ 67,436.98
Sr. Inspector/Office Eng.																	0	0	0	\$ -	1.1975	0.1	2.417	\$ -	\$ -
Sr. Inspector			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00						1485	223	1,708	\$ 44.00	1.1117	0.1	2.323	\$ 102.21	\$ 174,542.77
Inspector			1.00	1.00	1.00	1.00											660	99	759	\$ 25.00	1.1975	0.1	2.417	\$ 60.43	\$ 45,867.32
Sr. Construction Manager			0.05	0.05	0.05	0.05	0.05										41	0	41	\$ 100.00	1.1117	0.1	2.323	\$ 232.29	\$ 9,581.84
Senior CM Advisor																	0	0	0	\$ 125.00	1.5382	0.1	2.792	\$ 349.00	\$ -
Senior Project Manager			0.85	0.85	0.85	0.90	0.90	0.25	0.25	0.25	0.50						924	0	924	\$ 80.00	1.1975	0.1	2.417	\$ 193.38	\$ 178,683.12
Office Engineer			0.25	0.25	0.15	0.15	0.15										157	0	157	\$ 40.00	1.1975	0.1	2.417	\$ 96.69	\$ 15,156.16
Project Engineer			0.15	0.15	0.15	0.50	0.50	0.50	0.50	0.50	0.50						569	0	569	\$ 67.00	1.1975	0.1	2.417	\$ 161.96	\$ 92,193.31
Scheduler			0.15	0.15	0.15	0.18	0.18	0.10	0.10	0.10	0.10						200	0	200	\$ 183.24	0.0000	0	1.000	\$ 183.24	\$ 36,583.87
TOTAL LABOR TASK 1																						\$	1,438,448.38		
TASK 2 - Material Testing, Surveying, Inspection and Toll Operations																									
Material Testing																									\$ 135,000.00
Toll Operations																									\$ -
Public Involvement																									\$ 36,000.00
Survey Verification																									\$ 60,000.00
Toll Operations			0.10	0.10	0.10	0.10											66		66	\$ 80.00	1.6944	0.1	2.964	\$ 237.11	\$ 15,649.08
Toll Operations																	0		0	\$ 80.00	1.6944	0.1	2.964	\$ 237.11	\$ -
TOTAL LABOR TASK 2																						\$	246,649.08		

**ATTACHMENT B - FEE ESTIMATE
CTRMA // WSP USA GEC CONTRACT
SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 7**

TASK 3 - Project Closeout																										
Construction Engineering & Inspection																										
OFFICE																										
Senior CM Advisor																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
Sr. Construction Manager																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
Project Manager																		0	0	0	\$ 76.00	1.6944	0.1	2.964	\$ 225.25	\$ -
Office Engineer																		0	0	0	\$ 40.00	1.6944	0.1	2.964	\$ 118.55	\$ -
Administrative Assistant								0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	371	0	371	\$ 27.00	1.6944	0.1	2.964	\$ 80.02	\$ 29,708.79
GEC Program Manager																		17	0	17	\$ 95.00	1.5382	0.1	2.792	\$ 265.24	\$ 4,376.49
Project Accountant (WSP)																		17	0	17	\$ 40.00	1.5382	0.1	2.792	\$ 111.68	\$ 1,842.73
Construction Phased Services																		0	0	0	\$ 50.00	1.5382	0.1	2.792	\$ 139.60	\$ -
Construction Services Engineer																		0	0	0	\$ 30.00	1.6944	0.1	2.964	\$ 88.92	\$ -
Information Coordinator																		0	0	0	\$ 40.00	1.5382	0.1	2.792	\$ 111.68	\$ -
Graphic Design																		0	0	0	\$ 35.00	1.5382	0.1	2.792	\$ 97.72	\$ -
FIELD																										
Construction Mgr.																		0	0	0	\$ 200.00	0.0000	0	1.000	\$ 200.00	\$ -
Field Engineer																		0	0	0	\$ 67.00	1.1975	0.1	2.417	\$ 161.96	\$ -
Auditor								0.25	0.25	0.25	0.25	0.75	0.75	0.25	0.25	0.25	0.25	536	0	536	\$ 52.00	1.1975	0.1	2.417	\$ 125.70	\$ 67,405.02
Project Manager								0.75	0.75	0.75	0.75	1.25	1.25	0.75	0.75	0.75	0.75	1279	0	1,279	\$ 80.00	1.1975	0.1	2.417	\$ 193.38	\$ 247,284.68
Office Engineer								0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	223	0	223	\$ 40.00	1.1975	0.1	2.417	\$ 96.69	\$ 21,537.70
Sr. Inspector												0.50	0.50					165	0	165	\$ 44.00	1.1117	0.1	2.323	\$ 102.21	\$ 16,864.04
Scheduler																		0	0	0	\$ 183.24	0.0000	0	1.000	\$ 183.24	\$ -
TOTAL LABOR TASK 3																							\$	389,019.44		
TASK 4 - GEC Support (Breakout Project, Fence Extensions, General Support)																										
OFFICE																										
Program Manager																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
Senior Engineer																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
Engineer																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
CADD																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
Administrative Assistant																		0	0	0	\$ -	0.0000	0.1	1.100	\$ -	\$ -
Scheduler																		0	0	0	\$ -	0.0000	0	1.000	\$ -	\$ -
Water Resources																		0	0	0	\$ -	0.0000	0	1.000	\$ -	\$ -
TOTAL LABOR TASK 4																							\$	-		
TASK 5 - Dispute Support Resources																										
Dispute Analysis & Resolution																										
OFFICE																										
Jr. Claims Analyst																		0	0	0	\$ 58.00	1.6944	0.1	2.964	\$ 171.90	\$ -
Sr. Construction Engineer																		0	0	0	\$ 65.00	1.6944	0.1	2.964	\$ 192.65	\$ -
TOTAL LABOR TASK 5																							\$	-		

FTE (Full Time Equivalent)			12	12	11	11	9	6	6	6	5	3	3	1	1	1
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TOTAL LABOR [Beginning May 2018]	\$	2,074,116.90
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Field Direct Expense	
Field Man Hours	13,198
Man Hours / Month	165
Field Man Months	79.99
TOTAL DIRECT EXPENSE @ \$3,500/Field Man Month	\$ 279,947.50

TOTAL FEE ESTIMATE [From May 1, 2018 to June 30, 2019]	\$	2,354,064.40
TOTAL EXPENDED TO DATE [From August 1, 2017 to April 30, 2018]	\$	3,653,748.77

TOTAL FEE ESTIMATE [From August 1, 2017 to June 30, 2019]	\$	6,007,813.17
PREVIOUSLY APPROVED FEE ESTIMATE (WA 7)	\$	(4,948,829.57)

BASE AMOUNT TOTAL ESTIMATE	\$	1,058,983.60
CONTINGENCY AMOUNT TOTAL ESTIMATE (20%)	\$	211,796.72
NOT TO EXCEED TOTAL (SWA 1 TO WA 7)	\$	1,270,780.32



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #21

Approve a supplement to the Daniel J. Edelman, Inc. agreement for services including customer messaging, toll discount program, Pay By Mail transition and veterans program

Strategic Plan Relevance:	Regional Mobility
Department:	Community Relations
Contact:	Dee Anne Heath, Director of External Affairs
Associated Costs:	Not to exceed \$750,000
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

Summary:

On November 24, 2015, the Mobility Authority Board of Directors awarded a contract to Edelman in the amount of \$1,500,000 to provide communications and marketing consultant services. That contract was executed on January 1, 2016 with a termination date of June 30, 2017 and has been extended until June 30, 2019 as allowed in the contract. The original budget anticipated to cover only the first year has successfully been extended through the second year, but additional funds are now needed for the final remaining year. We have estimated an amount not to exceed \$750,000 for expansive communications efforts surrounding overall customer experience and account penetration, potential Qualified Veterans Discount Program, Cofiroute transition and general public education of the Mobility Authority's commitment to mobility. No work will be performed under the contract without individual work authorizations to control the expenditures and delivery of services.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 18-0XX

**APPROVING AN ADJUSTMENT TO THE EDELMAN AGREEMENT FOR SERVICES
FOR CONSUMER MESSAGING, TOLL DISCOUNT PROGRAM, PAY BY MAIL
TRANSITION AND VETERANS PROGRAM**

WHEREAS, by Resolution No. 15-088 dated November 24, 2015, the Board awarded a contract to provide communications and marketing services to Daniel J. Edelman, Inc. (“Edelman”) in an amount not to exceed \$1,500,000; and

WHEREAS, pursuant to the terms of the agreement with Edelman, the Edelman agreement is extended through June 30, 2019; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under the Edelman agreement extension not to exceed \$750,000; and

WHEREAS, the Executive Director recommends that the Board approve funding for the extension of the Edelman agreement through June 30, 2019 in an amount not to exceed \$750,000.

NOW THEREFORE, BE IT RESOLVED, that the Board approves funding for the extension of the Edelman agreement through June 30, 2018 in an amount not to exceed \$750,000.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #22

Project Briefings

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Jeff Dailey, Deputy Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Summary:

Project briefings:

- A. MoPac Express Lane Six-Month Performance Update
- B. Quarterly Project Reports
 - i. MoPac Improvement Project
 - ii. 183 South Project – construction status, schedule
 - iii. SH 45 Southwest Project

Backup Provided: Presentation



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #23

Executive Director Board Report

Strategic Plan Relevance: Regional Mobility
Department: Executive
Contact: Mike Heiligenstein, Executive Director
Associated Costs: N/A
Funding Source: N/A
Action Requested: Briefing and Board Discussion Only

Executive Director Board Report

- A. Projects under development
- B. Local government highlights
- C. Park and Ride
- D. Austin Memorial Park landscaping coordination
- E. Texas Senate Committee on Transportation Hearing – August 27, 2018

Backup Provided: Backup for 23.D.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #23 D

Executive Director Board Report
MoPac Improvement Project (MIP)
Austin Memorial Park landscaping coordination

Strategic Plan Relevance: Deliver Responsible Mobility Solutions that Respect the Communities We Serve

Department: Executive

Contact: Mike Heiligenstein, Executive Director
Jeff Dailey, Deputy Executive Director

Associated Costs: N/A

Funding Source: N/A

Action Requested: Information Only

Summary:

The City of Austin, Texas Historical Commission, TxDOT, and the Mobility Authority are in the process of considering alternative landscaping options for the Austin Memorial Cemetery. The area of concern involves proposed tree plantings in the TxDOT right of way along the northbound RM 2222 exit ramp adjacent to the Austin Memorial Park Cemetery. The City of Austin owns the cemetery, and maintains both the cemetery and TxDOT right-of-way in this area.

Landscaping commitments were included in the MoPac Improvement Project (MIP) Environmental Assessment, an Interlocal agreement with the City of Austin, and included in the MIP design build contract. The current plan proposes to plant 55 trees with 37 trees to be located along the narrow strip of TxDOT right-of-way, immediately adjacent to the cemetery and gravesites. Due to new information and further consideration, implementation of the original plan is problematic. Some the reasons are as follows:

- MoPac retaining wall footers that conflict with planting locations.
- Austin Energy maintenance requirements.
- Need for an archeological survey for every planting location.
- Long-term viability of the trees.

The City of Austin sent a letter dated May 16, 2018 expressing concern over the current plan, and recommended that no tree planting in the area immediately adjacent to the cemetery and gravesite.

In addition to the above reasons, the current plan represents a significant risk to the project and Mobility Authority in both project cost and schedule. It is for these reasons that alternative plans are under consideration. We are working to develop a plan that respects all parties involved through the environmental process and meets the requirements of the jurisdictional agencies.

During the public comment at the June 2018 Board meeting, Sharon Blythe expressed concern over the possible change in plans. Ms. Blythe represents AustinRAMP (Rescue Austin Memorial Park), which is a group that have an interest in the cemetery. TxDOT also classifies them as a consulting party for this project. Input from a consulting party is advisory in nature and, as compared to typical public and neighborhood outreach effort, provides input that is more direct. The agencies with jurisdiction (TxDOT, City of Austin, and Texas Historic Commission, hereafter “jurisdictional agencies”) receive input from many stakeholders, including designated consulting parties, and consider that input as they develop their environmental decisions. TxDOT will make the final decision.

It is normal practice for changes in design details to address new and more detailed project information as it becomes available. Mobility Authority staff are working closely with the jurisdictional agencies, as required by the Environmental document, to develop and implement a plan meeting their intent and direction. We expect TxDOT will make a determination as to the most appropriate alternative within the next few weeks.

Finally, for your information, we provide the following background documents:

- May 16, 2018 letter from the City of Austin to CTRMA.
- Excerpt from the MoPac Improvement Project Environmental Assessment referencing landscaping requirements.
- Photo of RM 2222 northbound ramp and Austin Memorial Cemetery.
- Landscape Enhancements exhibit depicting the current plan.

Backup provided: Austin Memorial Cemetery Background Information



City of Austin

City Manager's Office

301 Willie Nelson Blvd., 3rd Floor, Austin, Texas 78701

May 16, 2018

Mr. Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority
3300 North IH-35, Suite 300
Austin, Texas 78705

Dear Mr. Heiligenstein:

This letter is to convey the City of Austin's position on landscape elements to be installed in right of way owned by the Texas Department of Transportation (TxDOT) adjacent to Austin Memorial Park Cemetery as part of the Mobility Authority's MoPac Express project. First, I want to thank you for the time the Mobility Authority staff have put into coordination with the City on this topic. The Mobility Authority and TxDOT are under no obligation to honor the City's position on this matter, but have nonetheless have been active partners and listened to City staff's valid concerns. I appreciate that effort and hope that you will do your best to accommodate our recommendations.

As you know, Austin residents and City staff are very passionate and protective of Austin's urban forest and certainly support initiatives that help enhance this vital resource. Additionally, the Austin community is very passionate about honoring their ancestry and about the care and maintenance of cemeteries. This project is a cross section of two very important subjects.

Having reviewed the proposed planting schedule, several items of concern were raised by the Parks and Recreation's Forestry Unit, Cemetery Division and Austin Energy's Distribution Process. Due to spacing concerns, growth patterns and proximity to grave sites, the City recommends against the proposed plan presented by Mr. Lloyd Chance in his April 26, 2018 letter to the City. We recommend no plantings in this area adjacent to Sound Wall 3 and the Austin Memorial Park Cemetery.

Concerns associated with the proposal include:

- Monterrey and Live Oaks may have negative impacts if planted. The mature height, crown and root system on these trees would not accommodate the space available between existing gravesites, the highway and the wall of the off-ramp. This species does not meet planting standards set forth by Austin Energy regarding transmission lines or transmission line poles, and is not compatible with Austin Tree and Planting Species near utility lines and easements.

- Maintenance around the trees may be a challenging, as it will require hand mowing, which will require added time to maintain the area.
- **These proposed plantings do not meet City Code or the City's planting standards that are designed to ensure the long-term health of trees on parkland and reduce conflicts.** Austin's Tree Planting standards include being at least five feet from driveways or curbs. The current tree planting plan has the center of trees two to seven feet from a solid concrete footer for the highway. While the State is not subject to City Code, these regulations are in place to enhance the viability of the trees.
- **The Interlocal Agreement between the Mobility Authority and the City signed on September 13, 2012, states that "the final landscaping design approved by the Mobility Authority after coordinating with the City, TxDOT and the Historic Commission regarding the type of trees, spacing and planting requirements necessary to prevent an adverse impact on character-defining landscape features that contribute to the significance of the Austin Memorial Park." The City believes this current plan will have adverse impacts to Austin Memorial Park.**
- **The Mobility Authority Exhibit B has the center of the trees two feet from the concrete road footer in several places. This will not allow for root spread and will likely cause these trees to fail.** Typically, a tree's root system extends as much as two to three times the distance to the dripline. This limited ability for root spread could create a public safety hazard as failing trees could lose limbs or fall over.
- **Gravesites limit access to the proposed plantings, as such, the City cannot support long-term care of these plantings as required by the Interlocal Agreement between the Mobility Authority and the City signed on September 13, 2012.** Access through the Cemetery by vehicle or other equipment given the sensitive surroundings is not possible. To meet best pruning practices and have a clear safe work zone, the highway off-ramp would need traffic mitigation. In addition, this would require a team of certified arborists with the ability and knowledge to climb the trees given the equipment access limitations. This also means no quick access for tree emergencies.
- **Parkland may be negatively impacted by plantings as gravesites are extremely close to the tree locations.**

Again, the City understands that TxDOT and the Mobility Authority are not bound to recommendations put forth by the City. **We strongly recommend that the trees not be installed.** The City is not in a position to adequately care for them, the trees would not thrive in this setting and the Cemetery would likely be negatively impacted by the root system.

If the Mobility Authority moves forward with these plantings, the City requests that the Mobility Authority follow the City's planting standards by fully funding and installing an irrigation system, as well as work with the City to review how maintenance might occur given limited access from the roadway and no access for equipment through the cemetery. In addition, we would recommend the installation of Texas Red Bud or Mexican Red Bud trees rather than other species. These are both included on the City's list of tree and plant species appropriate near utility lines and easements. These trees are not fruit bearing and are less likely to be multi-stem. This may reduce impacts to gravesite headstones. The City would remain concerned over the

Mr. Mike Heiligenstein

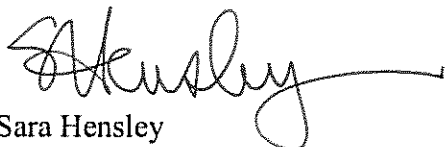
Page 3

May 16, 2018

trees' long-term care and potential impacts to road infrastructure and gravesites, and would request additional spacing to allow these trees to grow to maturity. As the trees grow, they will require substantial maintenance including regular pruning to ensure reduced impact. Additionally, the City recommends an archeological assessment to ensure there is no disturbance to unmarked grave sites.

Thank you again for your time and thoughtful consideration of the City's concerns. We appreciate the ongoing coordination happening between the City and the Mobility Authority and your efforts to maximize benefit to your project while minimizing negative impacts to the City's interests. If we can be of further assistance, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Sara Hensley", with a long horizontal flourish extending to the right.

Sara Hensley

Interim Assistant City Manager

cc: Spencer Cronk, City Manager
Robert Goode, Assistant City Manager
Richard Mendoza, Director, Public Works Department
Kimberly McNeeley, Acting Director, Parks and Recreation Department
Terry McCoy, TxDOT Austin District Engineer
Jeff Dailey, Deputy Executive Director, Mobility Authority

R26: Austin Memorial Park Cemetery Sound Wall

Based upon the modeling of the Austin Memorial Park Cemetery (R26), a sound wall north of Hancock Drive along the northbound MoPac mainline was evaluated. However, a preliminary evaluation of engineering feasibility identified constructability and utility constraints. There is an existing retaining wall along the exit ramp, which reaches 17 feet at its highest point. The existing retaining wall is to be maintained with no proposed improvements needed. In order to provide a sound wall it would have to be built next to the existing retaining wall, which would reach 26 feet at its highest point. An existing Austin Energy transmission monopole foundation, drainage inlet, and overhead sign bridge foundation sit within three to five feet of the existing retaining wall. **No fence separates the TxDOT ROW from the cemetery ROW and existing headstones lie within three to ten feet of the various drainage inlets and utility foundations. A temporary construction easement would be necessary; however, there is no access available through the cemetery and no space for construction equipment. Construction of the wall is possible from the top of the existing retaining wall by closing down the exit ramp. However, removing the spoils dug from the wall drill shafts would be very difficult due to limited access, limited ROW, and close proximity of headstones.** Prior to Loop 1 construction, the cemetery ROW abutted the UPRR ROW. As a result, there is potential to encounter unmarked graves within the TxDOT ROW that would require extensive archeological work. Public input has indicated that construction of the wall is not desirable and landscape enhancements are preferred. **Landscape enhancements will include the planting of trees adjacent to the cemetery to provide a visual barrier between the cemetery and the road. Design of the landscape enhancements will be coordinated with the Texas Historical Commission, the City of Austin, and TxDOT during final design.**

R34: Camp Mabry Sound Wall

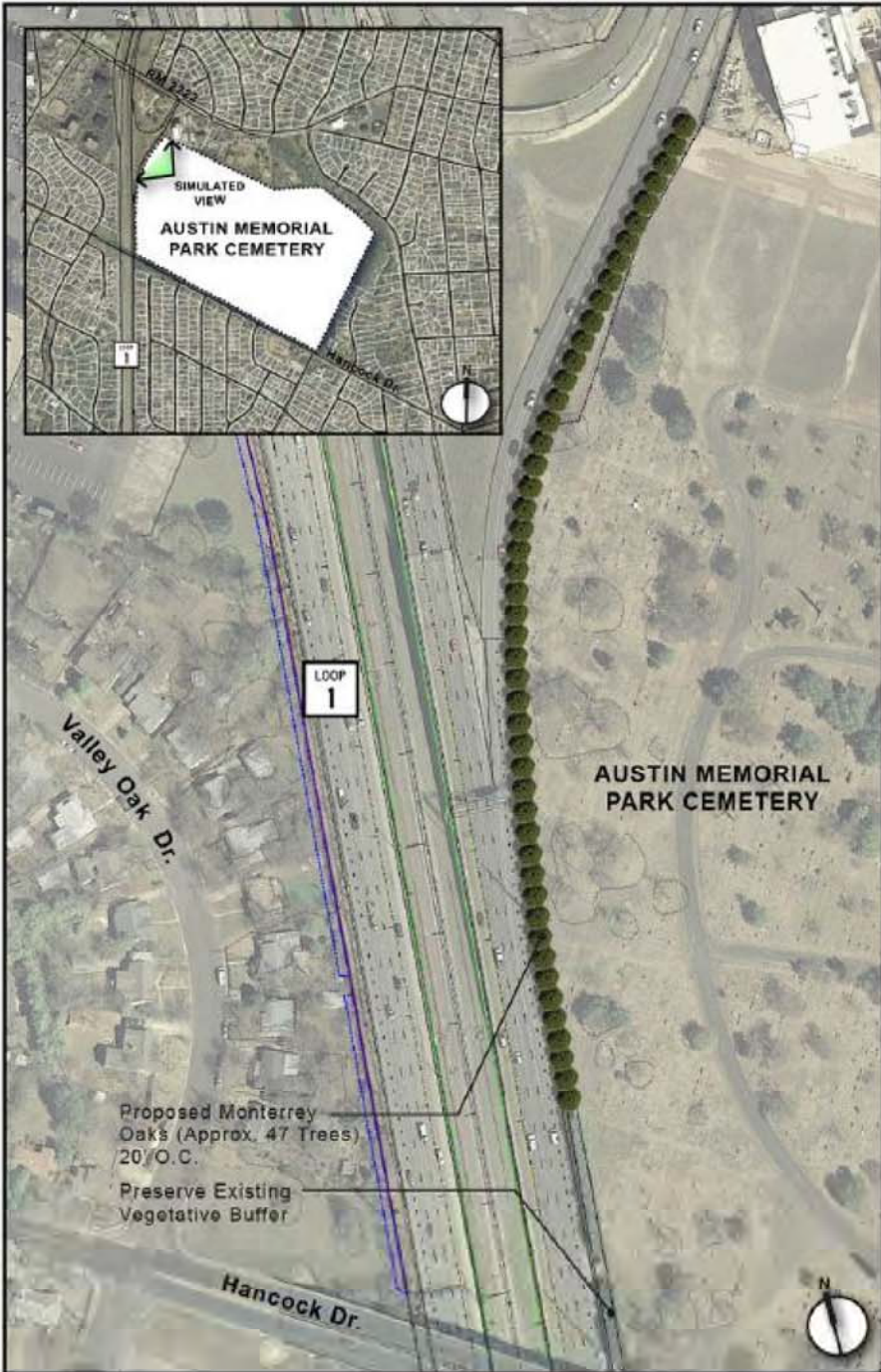
Based upon the modeling of Camp Mabry (R34), traffic noise impacts are anticipated at distances up to 400 feet from the TxDOT ROW. A sound wall north of 35th Street along the southbound MoPac mainline was evaluated. Based upon preliminary calculations, a wall 1,333 feet in length and varying from 8 to 10 feet in height would reduce noise levels by at least five dBA for Camp Mabry.

Because Camp Mabry is a Category C land use (see **Table 4-7.1**), a land area calculation was used to determine the equivalent number of receivers. The impacted area within Camp Mabry is approximately 12.7 acres, or 50 receivers. Total cost of the wall is \$203,867, or \$4,077 per benefitted receiver.

Although the sound wall evaluated at Camp Mabry would be feasible and cost effective, coordination with officials from Camp Mabry indicated opposition to construction of a sound wall at this location. Therefore, this wall is not proposed for incorporation into the project.

Sound Wall Site 9: Great Oaks Neighborhood

Based upon the modeling of representative receiver R33, there is a traffic noise impact at the Westminster Manor healthcare/nursing home complex. However, a preliminary evaluation of engineering feasibility identified constructability and utility constraints. There is a 42 inch water line located underneath the proposed outside shoulder with high power transmission poles located between the edge of pavement and the ROW.



Existing conditions show little screening of MoPac's retaining wall and vehicular travel.

The *simulated tree plantings* represent approximately **ten** years of plant growth after installation. To maximize their screening effect, a spacing of approximately 20 ft. is recommended.

Monterrey Oaks average 30-40 ft. in size depending on growing conditions. They are long lived, fast growing, resistant to oak wilt and once established are quite drought tolerant. They hold their leaves for a long time and are semi-evergreen in Austin's climate.

AUSTIN MEMORIAL PARK CEMETERY



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #24

Executive Session

Executive Session:

Discuss acquisition of one or more parcels or interests in real property needed for the 183 South Project (Bergstrom Expressway) and related legal issues, including consideration of the use of eminent domain to condemn property, pursuant to §551.072 (Deliberation Regarding Real Property) and §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #25

Executive Session

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #26

Executive Session

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #27

Executive Session

Executive Session:

Discuss personnel matters as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 25, 2018
AGENDA ITEM #28

Consideration of the use of eminent domain to
condemn property for the 183 South Project

Strategic Plan Relevance: Regional Mobility
Department: Engineering / Law
Contact: Justin Word P.E., Director of Engineering /
Geoff Petrov, General Counsel
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

The Mobility Authority must acquire certain parcels, utility easements and/or related property interests ("Property") from real estate that abuts or is near the existing 183 South Project right-of-way. The owner of a parcel or property interest identified has received an official written offer to purchase the Property for an amount determined by an independent, professional appraiser. The Mobility Authority or its agent is required to pay no less than the offer made for the Property.

If, for any reason, a negotiation to acquire a parcel reaches an impasse, having this authorization to file a condemnation suit will minimize the risk of a possible delay and additional costs.

The parcel for your consideration and action at this meeting are:

Parcel E33D of the 183 South (Bergstrom Expressway) Project, an easement taking of 0.189 acres, from 4.297 acres of real estate, **owned by 724 Bastrop Hwy, LLC, a Texas limited liability company**; and located at 720 Bastrop Hwy., Austin, Travis County, Texas.

Backup Provided: Draft resolutions
E33D survey and aerial images

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

RESOLUTION NO. 18-0XX

**RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY RIGHTS BY
AGREEMENT OR CONDEMNATION OF CERTAIN PROPERTY IN TRAVIS
COUNTY FOR THE 183 SOUTH / BERGSTROM EXPRESSWAY PROJECT
(PARCEL E33D)**

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 water and wastewater utility easement, as that easement is described by metes and bounds in Exhibit A to this Resolution (the “Property”), owned by 724 Bastrop Hwy LLC (the “Owner”), located at 720 Bastrop Hwy, Austin, Texas 78721, 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 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 25th day of July 2018.

Submitted and reviewed by:

Approved:

Geoff Petrov, General Counsel

Ray A. Wilkerson, Chairman

Exhibit A

Description of Parcel E33D

Parcel E33D
Owner: 724 Bastrop Hwy, LLC

Red shading shows acquisition area for City water easement



Field Notes for Parcel 33D Water and Wastewater Easement

BEING A 0.189 ACRE WATER AND WASTEWATER EASEMENT (8,247 SQUARE FEET) OUT OF THE SANTIAGO DEL VALLE SURVEY, ABSTRACT NO. 24 IN TRAVIS COUNTY, TEXAS, AND BEING A PART OF A 4.297 ACRES (BY DEED) TRACT OF LAND, DEEDED TO 724 BASTROP HWY LLC., AS CONVEYED BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN EXECUTED JUNE 15, 2015 AND FILED FOR RECORD JUNE 19, 2015 AS RECORDED IN DOCUMENT NUMBER 2015096961 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.189 acre WATER AND WASTEWATER EASEMENT BEING A PORTION OF THE REMAINDER OF LOT 2 OF THE ROGERS SUBDIVISION, A SUBDIVISION IN THE CITY OF AUSTIN, TEXAS, AS RECORDED IN VOLUME 85, PAGE 55C OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.189 ACRE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED PLAT:

BEGINNING at a found 1/2 inch iron rod with cap marked "Tri-Tech Surveying" (Grid Coordinates N=10,058,695.23 US Feet, E=3,132,833.98 US Feet, combined scale factor 1.00011) for the most easterly corner of said 4.297 acres tract of land, being the most southerly corner of a 0.079 acre (by deed) tract of land to the State of Texas, as recorded in Document Number 2001135013 of the Official Public Records of Travis County, Texas, being the most northerly corner of a 0.094 acre (by deed) tract of land to the State of Texas, as recorded in Document Number 2002053915 of the Official Public Records of Travis County, Texas, said 1/2 inch iron rod being in the southwest right-of-way line of U. S. Highway No. 183 (variable width right-of-way), being in being in the southeast line of said Lot 2, being in the northwest line of Lot 1 of said The Rogers Subdivision, and being the most easterly corner of said 0.189 acre water and wastewater easement described herein;

THENCE South 57 degrees 20 minutes 18 seconds West with the southeast line of said 4.297 acres tract of land and with the northwest line of said Lot 1, a distance of 20.13 feet, to a calculated point for the most southerly corner of said 0.189 acre water and wastewater easement described herein;

THENCE North 26 degrees 13 minutes 12 seconds West, passing at 10.06 feet, the northwest line of a 10 feet wide electric easement to the City of Austin, as recorded in Volume 9165, Page 481 of the Deed Records of Travis County, Texas, continuing in all a distance of 24.17 feet, to a calculated point for an angle point in the west line of said 0.189 acre water and wastewater easement described herein;

THENCE North 27 degrees 41 minutes 56 seconds West, passing at 188.39 feet the south line of a drainage easement dedicated by said plat of The Rogers Subdivision, passing at 273.19 feet, the southeast line of a 30 foot wide wastewater easement as recorded in Volume 1741, Page 148 of the Deed Records of Travis County, Texas, passing at 305.17 feet, the northwest line of said 30 foot wide wastewater easement, continuing in all a distance of 311.60 feet to a calculated point for corner of said 0.189 acre water and wastewater easement described herein;

THENCE North 40 degrees 01 minute 43 seconds West, a distance of 54.31 feet to a calculated point in the northwest line of said 4.297 acres tract of land and in the southeast line of a 19.127 acres (by deed) tract of land to the City of Austin, as recorded in Document Number 2011192072 of the Official Public Records of Travis County, Texas, and for the most westerly corner of said 0.189 acre water and wastewater easement described herein;

THENCE North 42 degrees 18 minutes 32 seconds East, with the northwest line of said 4.297 acres tract of land and with the southeast line of said 19.127 acres tract of land, a distance of 33.62 feet, to an iron rod with an aluminum cap found for the most northerly corner of said 4.297 acres tract of land, the most easterly corner of said 19.127 acres tract of land, the most westerly corner of said 0.079 acre tract of land, and the most southerly corner of a 0.078 acre (by deed) tract of land to the State of Texas as recorded in Document Number 2006032114 of the Official Public Records of Travis County, Texas, said point being in the existing southwest right-of-way line of U.S. Highway No. 183 and being the most northerly corner of said 0.189 acre water and wastewater easement described herein;

THENCE South 27 degrees 41 minutes 56 seconds East, with the northeast line of said 4.297 acres tract of land and with the southwest right-of-way line of U.S. Highway No. 183, passing at 63.75 feet, the northwest line of said 30 foot wide wastewater easement, passing at 96.67 feet the southeast line of said 30 foot wide wastewater easement, passing at 205.13 feet the south line of said drainage easement, in all a distance of 376.40 feet to a 1/2 inch iron rod with a "TRI-TECH" cap found for an angle point in the west right-of-way line of U. S. Highway No. 183, the east line of said 4.297 acres tract of land, and the east line said 0.189 acre water and wastewater easement described herein;

THENCE South 26 degrees 13 minutes 12 seconds East, with a northeast line of said 4.297 acres tract of land and with the southwest right-of-way line of U.S. Highway No. 183, passing at 12.11 feet, the northwest line of said electric easement, in all a distance of 22.17 feet to the **POINT OF BEGINNING**, and containing 0.189 acre or 8,247 square feet of land, more or less, of which 201 square feet lies within a 10' Electric Easement recorded in Volume 9165, Page 481, Deed Records, Travis County, Texas and 4,179 square feet lies within the drainage easement by plat of The Rogers Subdivision; 638 square feet inside said drainage easement also lies within a 30' Wastewater Easement recorded in Volume 1741, Page 148, Deed Records of Travis County, Texas.

Exhibit "A"

724 Bastrop HWY, LLC
to
City of Austin
(For Water and Wastewater Easement)

TCAD No.: Property ID No. 288475 Geo ID No. 0307210414
City Grid: M19

BEARING BASIS: The bearings and coordinates described herein are Texas State Plane, Central Zone 4203, NAD 83(HARN), U.S. Feet. Combined Scale factor of 1.00011. Published control points referenced for this project are U.S. 183 South Horizontal and Vertical Control points No. 141 having surface values of N=10068786.90, E=3136881.27 being a cotton spindle found and No. 143 having surface value of N=10067525.33 E=3133714.10 being a 5/8" iron rod found.

The field notes and the plat attached hereto represent an on-the-ground survey made under my direct supervision.

David R. Hartman
Registered Professional Land Surveyor No. 5264
TBPLS Firm Registration No. 10106900
Gorronдона & Associates, Inc.
4201 West Parmer Lane, Building A, Suite 150
Austin, TX 78727
(512) 719-9933

Date



FIELD NOTES REVIEWED

By: _____

Date: _____

Signed: _____

Austin Water Utility

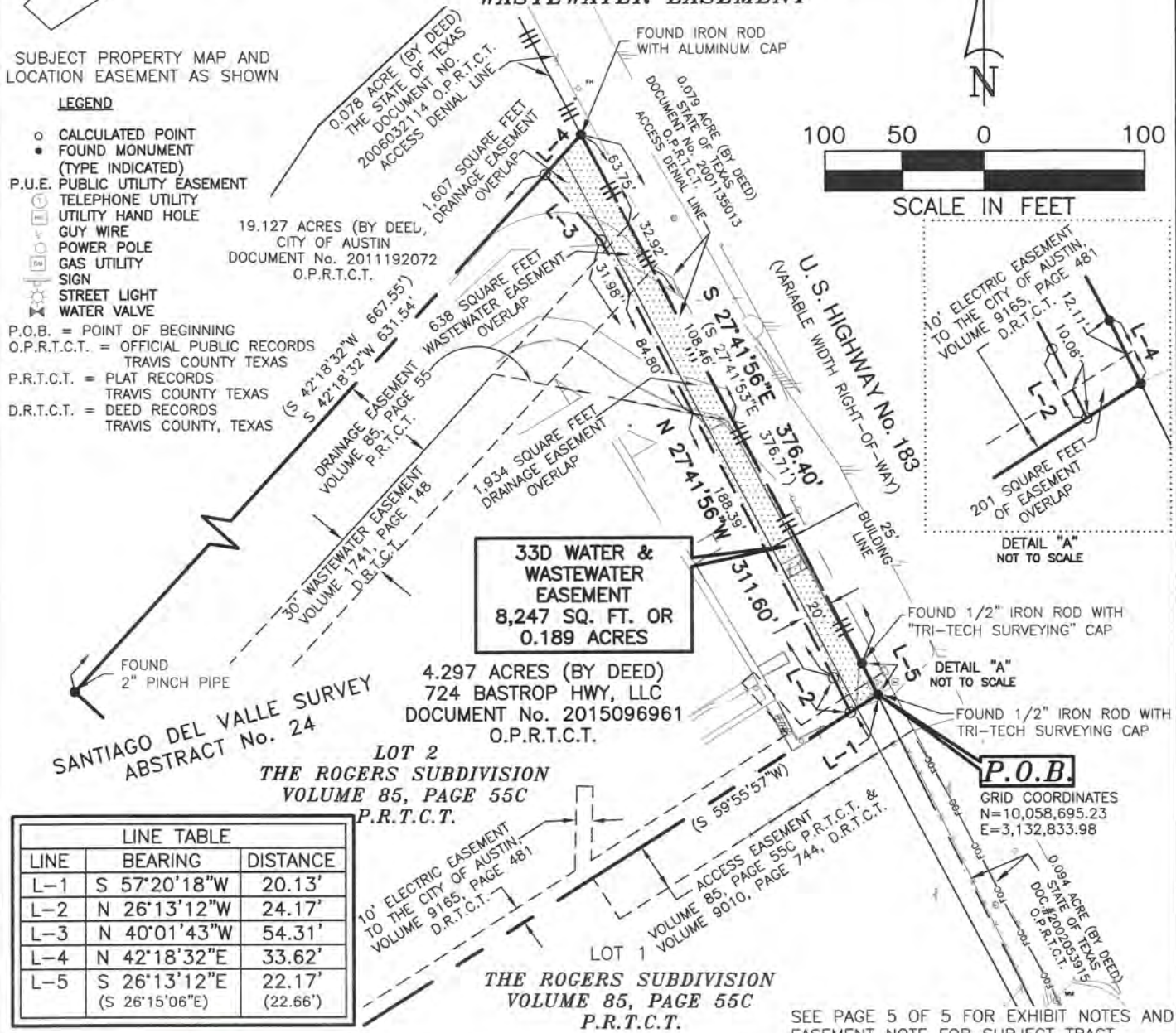
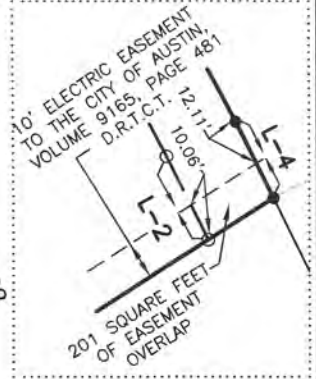
EXHIBIT

PARCEL No. 33D WATER AND WASTEWATER EASEMENT

SUBJECT PROPERTY MAP AND LOCATION EASEMENT AS SHOWN

LEGEND

- CALCULATED POINT
- FOUND MONUMENT (TYPE INDICATED)
- P.U.E. PUBLIC UTILITY EASEMENT
- ☐ TELEPHONE UTILITY
- ☐ UTILITY HAND HOLE
- ☐ GUY WIRE
- ☐ POWER POLE
- ☐ GAS UTILITY
- ☐ SIGN
- ☐ STREET LIGHT
- ☐ WATER VALVE
- P.O.B. = POINT OF BEGINNING
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY TEXAS
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS



33D WATER & WASTEWATER EASEMENT
8,247 SQ. FT. OR
0.189 ACRES

4.297 ACRES (BY DEED)
724 BASTROP HWY, LLC
DOCUMENT No. 2015096961
O.P.R.T.C.T.

LOT 2
THE ROGERS SUBDIVISION
VOLUME 85, PAGE 55C
P.R.T.C.T.

P.O.B.
GRID COORDINATES
N=10,058,695.23
E=3,132,833.98

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 57°20'18"W	20.13'
L-2	N 26°13'12"W	24.17'
L-3	N 40°01'43"W	54.31'
L-4	N 42°18'32"E	33.62'
L-5	S 26°13'12"E (S 26°15'06"E)	22.17' (22.66')

SEE PAGE 5 OF 5 FOR EXHIBIT NOTES AND EASEMENT NOTE FOR SUBJECT TRACT



CITY OF AUSTIN

301 W SECOND STREET • AUSTIN, TEXAS 78701

33D WATER and WASTEWATER EASEMENT 183 SOUTH

PARCEL NO. 33D WATER AND WASTEWATER EASEMENT		
TYPE OF EASEMENT: WATER AND WASTEWATER EASEMENT		
OWNER: 724 BASTROP HWY, LLC		
SUBDIVISION: THE ROGERS SUBDIVISION		
LOCATION: CITY OF AUSTIN, TRAVIS COUNTY, TEXAS		
EASEMENT AREA: 8,247 SQUARE FEET OR 0.189 ACRE		
WHOLE PROPERTY ACREAGE: 4.297 ACRES (PER DEED)		
JOB No. CRC_1501.00	DRAWN BY: DRH	CAD FILE: E33D.DWG
FEBRUARY 15, 2018	EXHIBIT PAGE 4 OF 5	SCALE: 1"=100'



EXHIBIT " "

PARCEL No. 33D WATER AND WASTEWATER EASEMENT

GF# AUT-13-671-AUT14007482SG

COMMITMENT NO: AUT14007482

Job # CRC_1501.00 (E33D)

Commitment for Title Insurance (Fidelity National Title Insurance Co.)

Schedule B: Exceptions from Coverage

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

- D. Drainage Easement recorded in Volume 85, Page 55C, Plat Records of Travis County, Texas, Affects the tract of land shown and is shown on the survey.
- E. Public Utility Easement recorded in Volume 85, Page 55C, Plat Records of Travis County, Texas, Does not affect the tract of land.
- F. Building setback lines as set forth on the plat recorded in Volume 85, Page 55C, Plat Records of Travis County, Texas, Affects the tract of land shown and is shown on the survey.
- G. Easement granted to the City of Austin, recorded in Volume 1741, Page 148, Deed Records of Travis County, Texas and Volume 85, Page 55C, Plat Records of Travis County, Texas Affects the tract of land shown and is shown on the survey.
- H. Easement granted to the City of Austin, recorded in Volume 9165, Page 481, Real Property Records, Travis County, Texas, Affects the tract of land shown and is shown on the survey.
- I. Matters contained in that certain document entitled, Access, Ingress and Egress Road Easement, recorded in Volume 9010, Page 744, Real Property Records, Travis County, Texas, Affects (benefits) the tract of land shown and is shown on the survey.
- J. Matters contained in that certain document entitled, Deed, recorded in Document No. 2001135013, Official Public Records of Travis County, Texas, Affects the tract of land shown and is shown on the survey. TxDOT Access Denial Line

NOTES:

1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83 (HARN), THE CENTRAL ZONE 4203, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
3. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, WITH HORIZONTAL DATUM OF NAD83 (HARN).
4. I, DAVID R. HARTMAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5264 LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY UNDER MY DIRECT SUPERVISION.
5. THIS IS A SURFACE DRAWING. THE COMBINED SCALE FACTOR FOR THIS DRAWING IS 1.00011



CITY OF AUSTIN

301 W SECOND STREET • AUSTIN, TEXAS 78701

33D WATER AND WASTEWATER EASEMENT 183 SOUTH

PARCEL NO. 33D WATER AND WASTEWATER EASEMENT		
TYPE OF EASEMENT: WATER AND WASTEWATER EASEMENT		
OWNER: 724 BASTROP HWY, LLC		
SUBDIVISION: THE ROGERS SUBDIVISION		
LOCATION: CITY OF AUSTIN, TRAVIS COUNTY, TEXAS		
EASEMENT AREA: 8,247 SQUARE FEET OR 0.189 ACRE		
WHOLE PROPERTY ACREAGE: 4.297 ACRES (PER DEED)		
JOB No. CRC_1501.00	DRAWN BY: DRH	CAD FILE: E33D.DWG
FEBRUARY 15, 2018	EXHIBIT PAGE 5 OF 5	SCALE: N/A

