



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## Regular Meeting of the Board of Directors

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**9:00 a.m.**

Wednesday, December 13, 2017

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

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*A live video stream of this meeting may be viewed on the internet at  
[www.mobilityauthority.com](http://www.mobilityauthority.com)*

## AGENDA

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### ***No action on the following:***

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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.

### ***Regular Items***

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*Items to discuss, consider, and take appropriate action.*

3. Approve the minutes from the November 8, 2017 Regular Board meeting.
4. Accept the financial statements for October 2017.
5. Consider and, potentially, modify the annual toll rate escalation for the CTRMA Turnpike System.
6. Approve an Interlocal Agreement with the Texas Department of Transportation for the Highway Emergency Response Operator (HERO) Program.
7. Approve Amendment No. 7 to the agreement with Gila Corporation, d/b/a Municipal Service Bureau for violation processing and debt collection services.
8. Consider the Executive Director's recommendation for the award of a contract for Pay-by-Mail, violations processing, collections, and customer service.

9. Approve a new Master Agreement with Atkins North America, Inc. for general engineering consultant services.
10. Approve funding for general engineering consultant services to provide oversight for the 183A Phase III Project.
11. Authorize the issuance of a request for qualifications for a design-build contract to develop the 183 North Project.
12. Consider the Executive Director's recommendation for the award of one or more contracts for Government Relations Services.

### ***Briefings and Reports***

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

13. MoPac Improvement Project monthly report.
14. Update on the 183 South Project.
15. Executive Director Board Report.
  - A. Discuss operational issues on MoPac
  - B. Discuss a discount for qualified Veterans
  - C. Potential future projects for 183A frontage roads
  - D. New employee introduction

### ***Executive Session***

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*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:*

16. 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).
17. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
18. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

## Reconvene in Open Session.

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### Regular Items

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*Items to discuss, consider, and take appropriate action.*

19. Approve an amended employment agreement with the Executive Director.
20. Adjourn Meeting.

### Notes

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**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.

**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.

*Mobility Authority Board Meeting Agenda  
Wednesday, December 13, 2017*

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**

December 13, 2017  
AGENDA ITEM #1

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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**

December 13, 2017  
**AGENDA ITEM #2**

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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**

December 13, 2017  
**AGENDA ITEM #3**

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Approve minutes from the November 8, 2017  
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 November 8, 2017 Regular Board Meeting.

Backup provided: Draft minutes, November 8, 2017 Regular Board Meeting

# MINUTES

## Regular Meeting of the Board of

### Directors of the

#### CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, November 8, 2017

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 November 2, 2017 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/11082017-658>

**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 Ray Wilkerson called the meeting to order at 9:06 a.m. with the following Board members present: Nikelle Meade, David Singleton, Charles Heimsath, David Armbrust, Amy Ellsworth and Mark Ayotte.

**2. Opportunity for public comment.**

No comments were offered.

**Regular Board Items**

**3. Approve the minutes from the September 26, 2017 Special Called Board meeting.**

**MOTION:** Approval for the September 26, 2017 Special Called Board meeting minutes.

**RESULT:** Approved (Unanimous); 7-0

**MOTION BY:** Amy Ellsworth

**SECONDED BY:** David Singleton

**AYE:** Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth  
Ayotte



**NAY:** None

4. Accept the financial statements for September 2017.

Mary Temple, Controller presented this item.

**MOTION:** Accept the financial statements for September 2017

**RESULT:** Approved (Unanimous); 7-0

**MOTION BY:** Nikelle Meade

**SECONDED BY:** Charles Heimsath

**AYE:** Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth  
Ayotte

**NAY:** None

**ADOPTED AS:** Resolution No. 17-057

5. Approve the annual compliance report to the Texas Department of Transportation required by 43 Texas Administrative Code §26.65.

Mary Temple, Controller presented this item.

**MOTION:** Approve the annual compliance report to the Texas Department of Transportation required by 43 Texas Administrative Code §26.65.

**RESULT:** Approved (Unanimous); 7-0

**MOTION BY:** David Singleton

**SECONDED BY:** Amy Ellsworth

**AYE:** Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth  
Ayotte

**NAY:** None

**ADOPTED AS:** Resolution No. 17-058

6. Consider and, potentially, modify the annual toll rate escalation for the CTRMA Turnpike System.

Bill Chapman, Chief Financial Officer presented this item.

The Board discussed the item and based on the discussion the Chairman postponed action on this item to the December Board meeting.

7. Approve an interim loan from Regions Commercial Equipment Finance, LLC for the settlement related to the MoPac Improvement Project.

Bill Chapman, Chief Financial Officer presented this item.

**MOTION:** Approve an interim loan from Regions Commercial Equipment Finance, LLC for the settlement related to the MoPac Improvement Project.

**RESULT:** Approved (Unanimous); 7-0

**MOTION BY:** Nikelle Meade

**SECONDED BY:** Charles Heimsath

**AYE:** Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth Ayotte

**NAY:** None

**ADOPTED AS:** Resolution No. 17-059

8. Authorize procurement of professional engineering design services for the 183A Phase III Project.

**MOTION:** Authorize procurement of professional engineering design services for the 183A Phase III Project.

**RESULT:** Approved (Unanimous); 7-0

**MOTION BY:** Charles Heimsath

**SECONDED BY:** Nikelle Meade

**AYE:** Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth Ayotte

**NAY:** None

**ADOPTED AS:** Resolution No. 17-060

9. Recommendation for awarding a contract for General Engineering Consulting services.

Justin Word, P.E., Director of Engineering presented this item.

**MOTION:** Award a contract for General Engineering Consulting services to Aktins North America, Inc.

**RESULT:** Approved (Unanimous); 7-0

**MOTION BY:** Mark Ayotte

**SECONDED BY:** Charles Heimsath

**AYE:** Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth Ayotte

**NAY:** None

**ADOPTED AS:** Resolution No. 17-061

**10.** MoPac Improvement Project monthly report.

Steve Pustelnyk, Director of Community Relations, Tracie Brown, Director of Operations and Jeff Dailey, Deputy Executive Director presented this item.

**11.** Quarterly update on transportation projects under construction.

NOTE: Board member Amy Ellsworth left the dais at 10:11 a.m.

A. 183 South Project.

Justin Word, P.E., Director of Engineering; Aaron Autry, Project Manager, Atkins; and Steve Pustelnyk, Director of Community Relations presented this item.

B. SH 45 SW Project.

Justin Word, P.E., Director of Engineering and Cris Peña, Project Manager, RS&H presented this item.

**12.** Executive Director Board Report.

A. Update and Board discussion on Park and Ride.

NOTE: Board member Charles Heimsath left the dais at 10:47 a.m.

Jeff Dailey, Deputy Executive Director and Javier Arguello, Director of Long Range Planning, Capital Metro presented this item.

B. Update on transportation projects under development.

Mike Heiligenstein, Executive Director presented this item.

C. New employee introduction.

Justin Word, P.E., Director of Engineering introduced the Mobility Authority's new Senior Project Construction Manager, Lloyd Chance.

## **Executive Session Pursuant to Government Code, Chapter 551**

Chairman Wilkerson announced in open session at 11:03 a.m. that the Board would recess the meeting and reconvene in Executive Session to deliberate the following items:

13. Discuss acquisition of one or more parcels or interests in real property needed for the Bergstrom Expressway (183 South) 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).
14. 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).
15. Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation with Attorney).
16. Discuss personnel matters as authorized by §551.074 (Personnel Matters).

NOTE: After completing executive session, the Board reconvened in open meeting at 12:24 p.m.

## **Regular Board Items**

17. Authorize negotiation and execution of a Project Development Agreement with the Texas Department of Transportation for the 183 North Project.

Per staff recommendation, Chairman Wilkerson tabled this item.

18. Authorize negotiation and execution of a contract to purchase each of the following described parcels or property interests for the 183 South (Bergstrom Expressway) Project:

- A. Parcel 127E of the 183 South (Bergstrom Expressway) Project, an easement taking of 3.052 acres, from 26.845 acres of real estate, **owned by Church of Christ at East Side**, and located at 5701 East Martin Luther King, Jr. Boulevard, on the southwest corner of U.S. Hwy 183 and East MLK Jr. Blvd, Austin, Texas.

Per staff recommendation, Chairman Wilkerson tabled this item.

19. **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 E29 of the 183 South (Bergstrom Expressway) Project, an easement taking of 0.082 acres, from 3.76 acres of real estate, **owned by Vargas Properties I, LTD., A Texas Limited Partnership**, and located at 400 Vargas Road, Austin, Travis County, Texas on the west side of 183S.

Geoff Petrov, General Counsel presented this item.

**MOTION:** Authorize the use of the power of eminent domain to acquire an easement interest of 0.082 acres, from 3.76 acres of real estate, **owned by Vargas Properties I, LTD., A Texas Limited Partnership**, and located at 400 Vargas Road, Austin, Texas Travis County Texas on the west side of 183 South, for public use related to the expansion, construction, operation, and maintenance of 183 South Project (Bergstrom Expressway), a state highway project, by adopting the resolution presented in executive session.

**RESULT:** Approved (Unanimous); 5-0

**MOTION BY:** Nikelle Meade

**SECONDED BY:** Mark Ayotte

**AYE:** Wilkerson, Singleton, Meade, Armbrust, Ayotte

**NAY:** None

**ADOPTED AS:** Resolution No. 17-062

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 12:27 p.m.

**20.** Adjourn meeting.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
AGENDA ITEM #4

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Accept the financial statements for  
October 2017

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 October 2017.

Backup provided: Draft financial statements for October 2017  
Draft Resolution

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

**RESOLUTION NO. 17-0XX**

**ACCEPT THE FINANCIAL STATEMENTS FOR OCTOBER 2017**

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;

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October 2017, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accept the Financial Statements for October 2017, attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

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 October 31, 2017**

	Budget Amount FY 2018	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>REVENUE</b>				
<b>Operating Revenue</b>				
Toll Revenue - Tags	61,069,539	20,313,611	33.26%	17,152,905
Video Tolls	14,377,753	4,102,572	28.53%	4,471,777
Fee Revenue	6,022,247	1,716,348	28.50%	1,835,056
<b>Total Operating Revenue</b>	<b>81,469,539</b>	<b>26,132,530</b>	<b>32.08%</b>	<b>23,459,738</b>
<b>Other Revenue</b>				
Interest Income	950,000	623,049	65.58%	267,051
Grant Revenue	720,000	10,060,265	1397.26%	3,747,053
Reimbursed Expenditures	314,280	-	-	50,553
Misc Revenue	5,500	-	-	568
<b>Total Other Revenue</b>	<b>1,989,780</b>	<b>10,683,314</b>	<b>536.91%</b>	<b>4,065,224</b>
<b>TOTAL REVENUE</b>	<b>\$83,459,319</b>	<b>\$36,815,844</b>	<b>44.11%</b>	<b>27,524,962</b>
<b>EXPENSES</b>				
<b>Salaries and Benefits</b>				
Salary Expense-Regular	3,520,456	1,117,446	31.74%	1,049,280
Salary Reserve	80,000	-	-	-
TCDRS	515,649	156,093	30.27%	148,296
FICA	165,251	43,114	26.09%	39,783
FICA MED	55,277	16,111	29.15%	15,223
Health Insurance Expense	396,258	111,467	28.13%	125,093
Life Insurance Expense	32,942	4,413	13.40%	1,549
Auto Allowance Expense	10,200	3,400	33.33%	3,400
Other Benefits	153,197	27,157	17.73%	42,021
Unemployment Taxes	19,950	3	0.01%	30
<b>Total Salaries and Benefits</b>	<b>4,949,181</b>	<b>1,479,203</b>	<b>29.89%</b>	<b>1,424,677</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending October 31, 2017**

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
<b>Administrative</b>				
<b>Administrative and Office Expenses</b>				
Accounting	10,000	2,139	21.39%	2,287
Auditing	100,000	29,500	29.50%	53,880
Human Resources	15,000	1,077	7.18%	2,182
IT Services	103,500	34,451	33.29%	20,757
Internet	4,125	570	13.81%	729
Software Licenses	49,800	9,589	19.25%	34,583
Cell Phones	18,500	3,608	19.50%	5,239
Local Telephone Service	2,000	5,001	250.04%	4,972
Overnight Delivery Services	850	5	0.62%	35
Local Delivery Services	600	-	-	-
Copy Machine	17,000	4,742	27.89%	4,934
Repair & Maintenance-General	2,500	131	5.25%	-
Community Meeting/ Events	2,000	-	-	-
Meeting Expense	15,000	3,356	22.37%	2,665
Public Notices	100	-	-	-
Toll Tag Expense	3,150	600	19.05%	430
Parking	4,200	218	5.19%	520
Mileage Reimbursement	11,200	1,464	13.07%	1,053
Insurance Expense	150,000	52,835	35.22%	47,966
Rent Expense	515,000	171,642	33.33%	128,455
Legal Services	288,000	15,126	5.25%	25
<b>Total Administrative and Office Expenses</b>	<b>1,312,525</b>	<b>336,056</b>	<b>25.60%</b>	<b>310,713</b>
<b>Office Supplies</b>				
Books & Publications	6,000	627	10.45%	377
Office Supplies	19,900	1,834	9.22%	7,102
Computer Supplies	46,800	4,374	9.35%	2,926
Copy Supplies	1,000	604	60.38%	100
Other Reports-Printing	8,000	-	-	465
Office Supplies-Printed	1,000	533	53.30%	154
Misc Materials & Supplies	2,750	-	-	1,015
Postage Expense	900	127	14.10%	130
<b>Total Office Supplies</b>	<b>86,350</b>	<b>8,100</b>	<b>9.38%</b>	<b>12,269</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending October 31, 2017**

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
<b>Communications and Public Relations</b>				
Graphic Design Services	35,000	9,500	27.14%	-
Website Maintenance	130,000	9,060	6.97%	55,072
Research Services	110,000	-	-	40,000
Communications and Marketing	400,000	23,490	5.87%	55,023
Advertising Expense	330,000	48,810	14.79%	15,921
Direct Mail	10,000	-	-	-
Video Production	31,000	8,904	28.72%	8,820
Photography	11,000	1,965	17.87%	698
Radio	10,000	2,893	28.93%	-
Other Public Relations	20,000	31,013	155.07%	5,000
Promotional Items	20,000	-	-	972
Displays	5,000	2,124	42.48%	-
Direct Mail Printing	6,500	-	-	-
Other Communication Expenses	50,500	1,467	2.90%	1,008
<b>Total Communications and Public Relations</b>	<b>1,169,000</b>	<b>139,226</b>	<b>11.91%</b>	<b>182,515</b>
<b>Employee Development</b>				
Subscriptions	3,200	574	17.93%	11,405
Memberships	51,250	2,372	4.63%	5,474
Continuing Education	10,500	694	6.60%	-
Professional Development	4,000	249	6.23%	-
Other Licenses	1,750	208	11.88%	40
Seminars and Conferences	42,500	7,243	17.04%	10,009
Travel	97,000	11,918	12.29%	27,464
<b>Total Employee Development</b>	<b>210,200</b>	<b>23,256</b>	<b>11.06%</b>	<b>54,392</b>
<b>Financing and Banking Fees</b>				
Trustee Fees	30,000	21,525	71.75%	17,500
Bank Fee Expense	6,500	1,856	28.56%	2,008
Continuing Disclosure	10,000	4,419	44.19%	-
Arbitrage Rebate Calculation	8,000	8,355	104.44%	6,455
Rating Agency Expense	30,000	15,500	51.67%	15,000
<b>Total Financing and Banking Fees</b>	<b>84,500</b>	<b>51,655</b>	<b>61.13%</b>	<b>40,963</b>
<b>Total Administrative</b>	<b>2,862,575</b>	<b>558,293</b>	<b>19.50%</b>	<b>600,852</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending October 31, 2017**

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
<b>Operations and Maintenance</b>				
<b>Operations and Maintenance Consulting</b>				
GEC-Trust Indenture Support	155,000	8,905	5.75%	702
GEC-Financial Planning Support	50,000	-	-	47
GEC-Toll Ops Support	20,000	-	-	3,282
GEC-Roadway Ops Support	410,000	85,855	20.94%	95,800
GEC-Technology Support	60,000	-	-	117,091
GEC-Public Information Support	-	22,304	-	3,788
GEC-General Support	800,000	65,966	8.25%	175,851
General System Consultant	170,000	43,702	25.71%	1,074
Traffic and Revenue Consultant	95,000	36,909	38.85%	25,501
<b>Total Operations and Maintenance Consulting</b>	<b>1,760,000</b>	<b>263,641</b>	<b>14.98%</b>	<b>423,136</b>
<b>Roadway Operations and Maintenance</b>				
Roadway Maintenance	5,007,401	834,737	16.67%	848,351
Landscape Maintenance	2,500	-	-	-
Signal & Illumination Maint	5,000	-	-	-
Maintenance Supplies-Roadway	5,500	-	-	367
Tools & Equipment Expense	1,000	129	12.92%	-
Gasoline	13,700	4,594	33.53%	1,897
Repair & Maintenance-Vehicles	5,000	2,138	42.76%	662
Electricity - Roadways	200,000	40,985	20.49%	44,056
<b>Total Roadway Operations and Maintenance</b>	<b>5,240,101</b>	<b>882,582</b>	<b>16.84%</b>	<b>895,332</b>
<b>Toll Processing and Collection Expense</b>				
Image Processing	1,563,594	520,923	33.32%	467,117
Tag Collection Fees	4,100,826	963,123	23.49%	987,330
Court Enforcement Costs	40,000	8,262	20.65%	5,325
DMV Lookup Fees	1,000	183	18.30%	36
<b>Total Processing and Collection Expense</b>	<b>5,705,420</b>	<b>1,492,491</b>	<b>26.16%</b>	<b>1,459,809</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending October 31, 2017**

	Budget			
	Amount FY	Actual Year to	Percent of	Actual Prior
	2018	Date	Budget	Year to Date
<b>Toll Operations Expense</b>				
Generator Fuel	5,000	42	0.84%	58
Fire and Burglar Alarm	500	123	24.67%	123
Refuse	1,700	359	21.12%	606
Telecommunications	120,000	29,721	24.77%	23,460
Water	22,000	2,395	10.89%	5,157
Electricity	2,500	501	20.05%	730
ETC spare parts expense	20,000	-	-	-
Repair & Maintenance Toll Equip	5,000	-	-	11,940
Law Enforcement	275,000	92,932	33.79%	68,571
ETC Maintenance Contract	1,755,098	439,334	25.03%	227,550
ETC Toll Management Center System Operation	294,588	-	-	-
ETC Development	500,000	-	-	-
ETC Testing	25,000	-	-	-
<b>Total Toll Operations Expense</b>	<b>3,026,386</b>	<b>565,408</b>	<b>18.68%</b>	<b>338,195</b>
<b>Total Operations and Maintenance</b>	<b>15,731,907</b>	<b>3,204,122</b>	<b>20.37%</b>	<b>3,116,472</b>
<b>Other Expenses</b>				
<b>Special Projects and Contingencies</b>				
HERO	720,000	226,108	31.40%	332,225
Special Projects	113,000	-	-	12,027
71 Express Net Revenue Payment	-	234,123	-	-
Other Contractual Svcs	2,430,600	27,999	1.15%	14,244
Contingency	250,000	693	0.28%	-
<b>Total Special Projects and Contingencies</b>	<b>3,513,600</b>	<b>488,923</b>	<b>13.92%</b>	<b>358,496</b>

**Central Texas Regional Mobility Authority**  
**Income Statement**  
**For the Period Ending October 31, 2017**

	Budget Amount FY 2018	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
<b>Non Cash Expenses</b>				
Amortization Expense	385,000	168,646	43.80%	127,812
Amort Expense - Refund Savings	1,034,000	344,393	33.31%	343,950
Dep Exp- Furniture & Fixtures	2,620	871	33.25%	736
Dep Expense - Equipment	16,050	6,090	37.95%	4,815
Dep Expense - Autos & Trucks	19,312	5,558	28.78%	2,135
Dep Expense-Buildng & Toll Fac	177,115	59,008	33.32%	59,038
Dep Expense-Highways & Bridges	18,048,333	6,534,771	36.21%	5,826,334
Dep Expense-Communic Equip	196,115	-	-	65,372
Dep Expense-Toll Equipment	2,756,238	813,714	29.52%	918,746
Dep Expense - Signs	325,900	108,631	33.33%	108,631
Dep Expense-Land Improvemts	884,934	294,978	33.33%	294,978
Depreciation Expense-Computers	13,210	4,797	36.31%	4,902
<b>Total Non Cash Expenses</b>	<b>23,858,827</b>	<b>8,341,458</b>	<b>34.96%</b>	<b>7,757,448</b>
<b>Total Other Expenses</b>	<b>27,372,427</b>	<b>8,830,381</b>	<b>32.26%</b>	<b>8,115,944</b>
<b>Non Operating Expenses</b>				
Bond issuance expense	1,450,000	75,584	5.21%	1,008,413
Interest Expense	38,074,354	10,446,857	27.44%	10,920,466
Community Initiatives	100,000	5,000	5.00%	5,000
<b>Total Non Operating Expenses</b>	<b>39,624,354</b>	<b>10,527,442</b>	<b>26.57%</b>	<b>11,933,880</b>
<b>TOTAL EXPENSES</b>	<b>\$90,540,444</b>	<b>\$24,599,440</b>	<b>27.17%</b>	<b>\$25,191,824</b>
<b>Net Income</b>	<b>(\$7,081,125)</b>	<b>\$12,216,404</b>		<b>2,333,138</b>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of October 31, 2017**

	as of 10/31/2017	as of 10/31/2016
<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Cash</b>		
Regions Operating Account	\$ 468,758	\$ 1,255,173
Cash in TexStar	1,058,507	433,605
Regions Payroll Account	53,120	285,307
<b>Restricted Cash</b>		
Goldman Sachs FSGF 465	122,503,337	254,321,612
Restricted Cash - TexSTAR	208,468,422	135,860,435
Overpayments account	178,281	148,386
<b>Total Cash and Cash Equivalents</b>	<u>332,730,425</u>	<u>392,304,518</u>
<b>Accounts Receivable</b>		
Accounts Receivable	-	14,485
Due From Other Agencies	3,206	6,717,549
Due From TTA	2,226,005	317,833
Due From NTTA	1,032,163	500,555
Due From HCTRA	2,135,878	470,260
Due From TxDOT	9,761,716	41,989,455
Interest Receivable	227,529	495,550
<b>Total Receivables</b>	<u>15,386,496</u>	<u>50,505,686</u>
<b>Short Term Investments</b>		
Agencies	101,359,478	196,461,721
<b>Total Short Term Investments</b>	<u>101,359,478</u>	<u>196,461,721</u>
<b>Total Current Assets</b>	<u>449,476,400</u>	<u>639,271,926</u>
<b>Total Construction in Progress</b>	604,534,435	361,819,126
<b>Fixed Assets (Net of Depreciation and Amortization)</b>		
Computer	40,329	35,370
Computer Software	1,206,736	1,023,221
Furniture and Fixtures	14,375	16,989
Equipment	30,038	8,164
Autos and Trucks	71,468	18,685
Buildings and Toll Facilities	5,231,531	5,408,615
Highways and Bridges	757,984,887	610,796,020
Communication Equipment	-	153,050
Toll Equipment	15,176,280	16,337,949
Signs	10,821,831	11,147,724
Land Improvements	10,328,961	11,213,895
Right of way	88,149,606	86,849,829
Leasehold Improvements	142,171	161,489
<b>Total Fixed Assets</b>	<u>889,198,213</u>	<u>743,171,001</u>
<b>Other Assets</b>		
Intangible Assets-Net	104,179,835	103,012,537
2005 Bond Insurance Costs	4,430,296	4,643,804
Prepaid Insurance	167,801	135,527
Deferred Outflows (pension related)	711,563	780,064
Pension Asset	355,139	202,023
<b>Total Other Assets</b>	<u>109,844,634</u>	<u>108,773,956</u>
<b>Total Assets</b>	<u><u>\$ 2,053,053,682</u></u>	<u><u>\$ 1,853,036,009</u></u>

**Central Texas Regional Mobility Authority**  
**Balance Sheet**  
**as of October 31, 2017**

	as of 10/31/2017	as of 10/31/2016
<b>LIABILITIES</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ (209,732)	\$ 3,307,387
Construction Payable	(135)	608,608
Overpayments	180,945	150,751
Interest Payable	17,326,883	17,948,657
Deferred Compensation Payable	142	-
TCDRS Payable	54,599	49,817
Medical Reimbursement Payable	1,735	1,735
Due to other Agencies	2,002,095	-
Due to TTA	531,185	-
Due to NTTA	216,834	-
Due to HCTRA	224,290	-
Due to Other Entities	5,857,562	7,482,692
71E TxDOT Obligation - ST	885,120	-
<b>Total Current Liabilities</b>	<u>27,071,524</u>	<u>29,549,646</u>
<b>Long Term Liabilities</b>		
Compensated Absences	182,441	138,927
Deferred Inflows (pension related)	286,449	172,017
<b>Long Term Payables</b>	<u>468,891</u>	<u>310,944</u>
<b>Bonds Payable</b>		
<b>Senior Lien Revenue Bonds:</b>		
Senior Lien Revenue Bonds 2010	70,414,840	65,972,833
Senior Lien Revenue Bonds 2011	14,801,753	13,850,900
Senior Refunding Bonds 2013	143,685,000	147,880,000
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	9,368,585	11,357,189
Sn Lien Revenue Bnd Prem 2015	21,575,019	22,771,523
Sn Lien Put Bnd Prem 2015	4,968,360	6,831,664
Senior lien premium 2016 revenue bonds	54,577,800	58,898,049
<b>Total Senior Lien Revenue Bonds</b>	<u>1,044,996,357</u>	<u>1,053,167,159</u>
<b>Sub Lien Revenue Bonds:</b>		
Sub Refunding Bnds 2013	101,530,000	102,030,000
Sub Debt Refunding Bonds 2016	74,690,000	74,690,000
Sub Refunding 2013 Prem/Disc	2,159,836	2,650,587
Sub Refunding 2016 Prem/Disc	9,732,756	10,608,132
<b>Total Sub Lien Revenue Bonds</b>	<u>188,112,592</u>	<u>189,978,719</u>
<b>Other Obligations</b>		
TIFIA note 2015	53,070	51,658
SIB loan 2015	30,925,951	30,032,385
State Highway Fund Loan 2015	30,925,951	30,032,385
State 45SW Loan	4,080,000	-
2013 American Bank Loan	3,570,000	5,300,000
71E TxDOT Obligation - LT	65,000,000	-
<b>Total Other Obligations</b>	<u>134,554,972</u>	<u>65,416,427</u>
<b>Total Long Term Liabilities</b>	<u>1,368,132,812</u>	<u>1,308,873,249</u>
<b>Total Liabilities</b>	<u><u>1,395,204,336</u></u>	<u><u>1,338,422,895</u></u>
<b>NET ASSETS</b>		
Contributed Capital	136,725,550	35,847,060
Net Assets Beginning	508,907,392	476,432,915
Current Year Operations	12,216,404	2,333,138
<b>Total Net Assets</b>	<u><u>657,849,346</u></u>	<u><u>514,613,113</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$ 2,053,053,682</u></u>	<u><u>\$ 1,853,036,009</u></u>



**Central Texas Regional Mobility Authority**  
**Statement of Cash Flow**  
**as of October 31, 2017**

**Cash flows from operating activities:**

Receipts from toll fees	\$	23,844,999
Receipts from interest income		98,000
Payments to vendors		(4,359,119)
Payments to employees		(1,479,372)
Net cash flows provided by (used in) operating activities		18,104,508

**Cash flows from capital and related financing activities:**

Proceeds from notes payable		4,894,735
Refunding of bonds		(291,792)
Receipts from Department of Transportation		14,282,452
Interest payments		(28,026,099)
Acquisitions of construction in progress		(73,100,900)
Net cash flows provided by (used in) capital and related financing activities		(82,241,603)

**Cash flows from investing activities:**

Interest income		1,436,234
Purchase of investments		(93,441,341)
Proceeds from sale or maturity of investments		78,084,926
Net cash flows provided by (used in) investing activities		(13,920,181)
Net increase (decrease) in cash and cash equivalents		(78,057,276)
Cash and cash equivalents at beginning of period		201,260,772
Cash and cash equivalents at end of October	\$	123,203,496

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

Operating income	\$	12,408,923
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		7,997,065
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable		(2,196,019)
(Increase) decrease in prepaid expenses and other assets		(129,802)
(Decrease) increase in accounts payable		(2,032,128)
Increase (decrease) in accrued expenses		2,056,469
Total adjustments		5,695,585
Net cash flows provided by (used in) operating activities	\$	18,104,508

**Reconciliation of cash and cash equivalents:**

Unrestricted cash and cash equivalents	\$	700,160
Restricted cash and cash equivalents		122,503,337
Total	\$	123,203,496

**INVESTMENTS by FUND**

		Balance October 31, 2017		
Renewal & Replacement Fund				
TexSTAR	507,918.32		TexSTAR	209,526,928.84
Goldman Sachs	189,466.40		Goldman Sachs	122,503,336.86
Agencies		697,384.72	Agencies & Treasury Notes	<u>101,359,477.75</u>
Grant Fund				\$ 433,389,743.45
TexSTAR	9,140,493.48			
Goldman Sachs	477,420.17			
Agencies		9,617,913.65		
Senior Debt Service Reserve Fund				
TexSTAR	15,108,683.78			
Goldman Sachs	5,306,295.80			
Agencies	59,893,829.23	80,308,808.81		
2010 Senior Lien DSF				
Goldman Sachs	212,569.97			
TexSTAR	-	212,569.97		
2011 Debt Service Acct				
Goldman Sachs	754,652.53	754,652.53		
2013 Sr Debt Service Acct				
Goldman Sachs	5,572,059.97	5,572,059.97		
2013 Sub Debt Service Account				
Goldman Sachs	2,530,160.75	2,530,160.75		
2015 Sr Capitalized Interest				
Goldman Sachs	3,155,495.74	53,562,197.17		
TexSTAR	50,406,701.43			
2015A Debt Service Account				
Goldman Sachs	3.30	3.30		
2015B Debt Service Account				
Goldman Sachs	1,148,433.48	1,148,433.48		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	7,000,411.92	7,000,411.92		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,448,178.40	6,445,261.73		
Agencies	4,997,083.33			
2016 Sub Lein Rev Refunding DSR				
Goldman Sachs	1,658,618.93	1,658,618.93		
Operating Fund				
TexSTAR	1,058,507.22			
TexSTAR-Trustee	2,055,818.91			
Goldman Sachs	66,712.50	3,181,038.63		
Revenue Fund				
Goldman Sachs	1,358,626.80	1,358,626.80		
General Fund				
TexSTAR	25,214,528.54			
Goldman Sachs	17,376,744.24			
Agencies	4,401,732.50	46,993,005.28		
2013 Sub Debt Service Reserve Fund				
TexSTAR	5,042,720.26			
Goldman Sachs	3,489,346.22			
Agencies		8,532,066.48		
71E Revenue Fund				
Goldman Sachs	2,361,061.41	2,361,061.41		
MoPac Revenue Fund				
Goldman Sachs	196,407.53	196,407.53		
MoPac Construction Fund				
Goldman Sachs	32,889,392.70	32,889,392.70		
2015B Project Account				
Goldman Sachs	785,083.02			
Agencies	32,066,832.69	40,463,835.23		
TexSTAR	7,611,919.52			
2015A Project Account				
TexSTAR	19,165,270.03			
Goldman Sachs	24,234,769.11			
Treasury Notes		43,400,039.14		
2015 TIFIA Project Account				
Goldman Sachs	50,512.87	50,512.87		
2015 State Highway Fund Project Account				
TexSTAR	29,040,665.65			
Goldman Sachs	710,126.44	29,750,792.09		
2015 SIB Project Account				
TexSTAR	19,027,183.98			
Goldman Sachs	808,358.74	19,835,542.72		
2011 Sr Financial Assistance Fund				
Goldman Sachs	1,001.55	23,133,622.74		
TexSTAR	23,132,621.19			
183S Utility Custody Deposit				
Goldman Sachs	1,727,823.03			
TexSTAR	3,013,896.53	4,741,719.56		
RIF				
Goldman Sachs	2,001,544.58	2,001,544.58		
45SW Project Fund				
Goldman Sachs	4,080,000.00	4,080,000.00		
45SW Trust Account Hays County				
Goldman Sachs	-	-		
45SW Trust Account Travis County				
Goldman Sachs	912,058.76	912,058.76		
		<u>\$ 433,389,743.45</u>		

**CTRMA INVESTMENT REPORT**

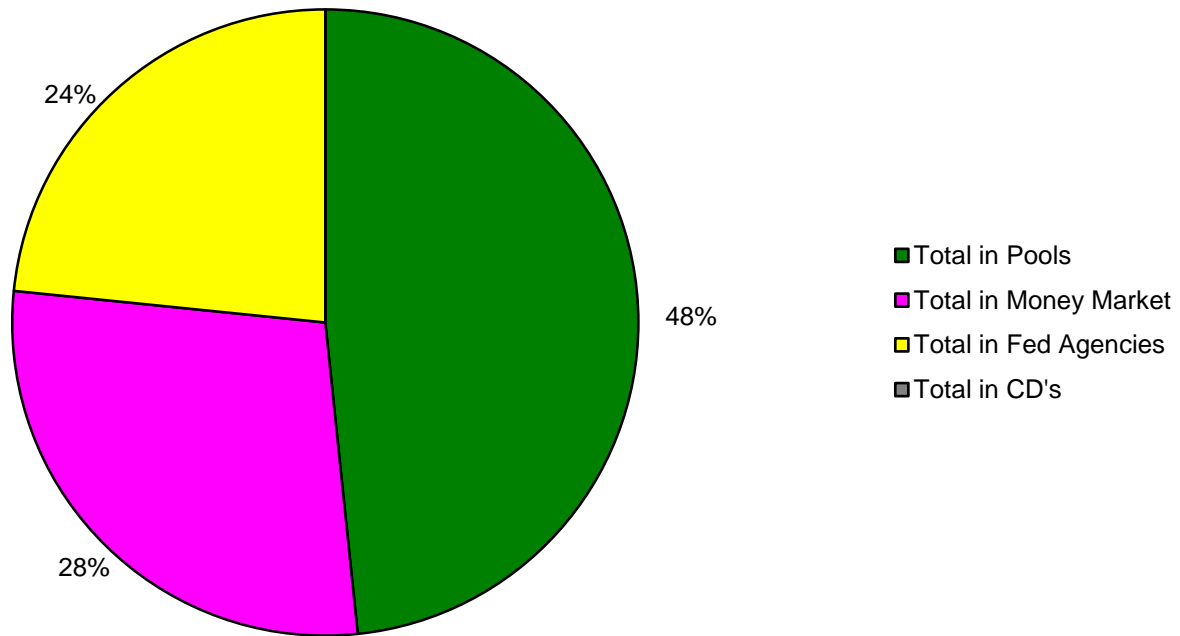
	Month Ending 10/31/17					Rate October	
	Balance 10/1/2017	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 10/31/2017
<b>Amount in Trustee TexStar</b>							
2011 Sr Lien Financial Assist Fund	23,112,045.70			20,575.49		23,132,621.19	1.048%
2013 Sub Lien Debt Service Reserve	5,038,234.96			4,485.30		5,042,720.26	1.048%
General Fund	25,192,101.25			22,427.29		25,214,528.54	1.048%
Trustee Operating Fund	2,604,019.04	1,600,000.00		1,799.87	2,150,000.00	2,055,818.91	1.048%
Renewal and Replacement	507,466.53			451.79		507,918.32	1.048%
Grant Fund	9,132,363.39			8,130.09		9,140,493.48	1.048%
Senior Lien Debt Service Reserve Fund	15,095,245.23			13,438.55		15,108,683.78	1.048%
183S Utility Custody Deposit	3,011,215.79			2,680.74		3,013,896.53	1.048%
2015A Sr Ln Project Account	19,148,223.35			17,046.68		19,165,270.03	1.048%
2015A Sr Ln Project Cap Interest	50,361,866.80			44,834.63		50,406,701.43	1.048%
2015B Sr Ln Project	7,605,149.12			6,770.40		7,611,919.52	1.048%
2015D State Highway Fund Project Acct	29,014,834.92			25,830.73		29,040,665.65	1.048%
2015E SIB Project Account	19,010,259.94			16,924.04		19,027,183.98	1.048%
	<b>208,833,026.02</b>	<b>1,600,000.00</b>		<b>185,395.60</b>	<b>2,150,000.00</b>	<b>208,468,421.62</b>	
<b>Amount in TexStar Operating Fund</b>							
	<b>707,665.68</b>	<b>2,150,000.00</b>		<b>841.54</b>	<b>1,800,000.00</b>	<b>1,058,507.22</b>	<b>1.048%</b>
<b>Goldman Sachs</b>							
Operating Fund	0.00	1,666,712.50			1,600,000.00	66,712.50	0.980%
45SW Trust Account Travis County	915,425.07			684.32	4,050.63	912,058.76	0.980%
45SW Trust Account Hays County	0.00				0.00	0.00	0.980%
45SW Project Fund	0.00	4,080,000.00				4,080,000.00	0.980%
2015A Project Account	29,299,572.71	9,881,125.00		18,953.63	14,964,882.23	24,234,769.11	0.980%
2015B Project Account	782,997.86			2,085.16		785,083.02	0.980%
2015D State Highway Fund Project Acct	701,696.41			8,430.03		710,126.44	0.980%
2015C TIFIA Project Account	50,475.17			37.70		50,512.87	0.980%
2015E SIB Project Account	802,579.55			5,779.19		808,358.74	0.980%
183S Utility Custody Deposit	1,414,171.15	1,009,999.64		1,020.78	697,368.54	1,727,823.03	0.980%
2011 Sr Financial Assistance Fund	1,000.80			0.75		1,001.55	0.980%
2010 Senior DSF	195,611.29	16,818.41		140.27		212,569.97	0.980%
2011 Senior Lien Debt Service Acct	754,089.32			563.21		754,652.53	0.980%
2013 Senior Lien Debt Service Acct	4,655,079.94	913,820.01		3,160.02		5,572,059.97	0.980%
2013 Subordinate Debt Service Acct	2,023,291.15	505,533.68		1,335.92		2,530,160.75	0.980%
2015 Sr Capitalized Interest	3,153,140.73			2,355.01		3,155,495.74	0.980%
2015A Debt Service Acct	3.30					3.30	0.980%
2015B Debt Service Acct	861,761.77	286,127.26		544.45		1,148,433.48	0.980%
2016 Sr Lien Rev Refunding Debt Service Account	6,129,523.90	866,610.41		4,277.61		7,000,411.92	0.980%
2016 Sub Lien Rev Refunding Debt Service Account	1,134,695.22	312,744.11		739.07		1,448,178.40	0.980%
2016 Sub Lein Rev Refunding DSR	1,657,381.07			1,237.86		1,658,618.93	0.980%
RIF	2,000,050.79			1,493.79		2,001,544.58	0.980%
Grant Fund	477,063.86			356.31		477,420.17	0.980%
Renewal and Replacement	189,325.00			141.40		189,466.40	0.980%
Revenue Fund	2,841,435.68	6,749,242.97		2,175.10	8,234,227.45	1,358,626.80	0.980%
General Fund	5,579,885.18	13,868,400.21		6,816.98	2,078,358.13	17,376,744.24	0.980%
Senior Lien Debt Service Reserve Fund	5,295,417.36			10,878.44		5,306,295.80	0.980%
MoPac Revenue Fund	153,330.61	42,963.64		113.28		196,407.53	0.980%
71E Revenue Fund	1,669,348.94	690,485.69		1,226.78		2,361,061.41	0.980%
2013 Sub Debt Service Reserve Fund	3,486,742.05			2,604.17		3,489,346.22	0.980%
MoPac Managed Lane Construction Fund	33,495,390.50			25,241.81	631,239.61	32,889,392.70	0.980%
	<b>109,720,486.38</b>	<b>40,890,583.53</b>	<b>0.00</b>	<b>102,393.04</b>		<b>122,503,336.86</b>	
<b>Amount in Fed Agencies and Treasuries</b>							
Amortized Principal	111,147,035.53		200.55	12,241.67	9,800,000.00	101,359,477.75	
	111,147,035.53	-	200.55	12,241.67	9,800,000.00	101,359,477.75	
<b>Certificates of Deposit</b>							
Total in Pools	209,540,691.70	3,750,000.00		186,237.14	3,950,000.00	209,526,928.84	
Total in GS FSGF	109,720,486.38	40,890,583.53		102,393.04		122,503,336.86	
Total in Fed Agencies and Treasuries	111,147,035.53	-	200.55	12,241.67	9,800,000.00	101,359,477.75	
<b>Total Invested</b>	<b>430,408,213.61</b>	<b>44,640,583.53</b>	<b>200.55</b>	<b>300,871.85</b>	<b>13,750,000.00</b>	<b>433,389,743.45</b>	

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

## Allocation of Funds



Amount of Investments As of October 31, 2017

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	3133ECA79	4,959,250.00	4,994,340.28	4,993,000.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Federal Farm Credit	3133EFSG3	10,057,749.23	10,011,397.69	9,995,570.00	0.8421%	2/8/2016	3/14/2018	2015B Sr Project
Federal Home loan Bank	313378QK0	10,253,642.07	10,116,643.33	10,037,470.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
Federal Home Loan Mortgage Corp	313397UW9	11,926,550.00	11,938,791.67	11,942,760.00	1.1370%	9/15/2017	3/29/2018	2015B Sr Project
Freddie Mac	3134G4Z84	<b>Matured</b>	<b>Matured</b>	<b>Matured</b>	0.8097%	2/18/2016	10/10/2017	2015A Sr Project
Federal Home loan Bank	3130A6SW8	10,039,900.00	10,003,937.50	9,998,930.00	0.7616%	4/11/2016	12/19/2017	Senior DSRF
Federal Home loan Bank	3130A8BD4	24,907,000.00	24,942,769.23	24,915,400.00	1.2288%	6/7/2017	6/29/2018	Senior DSRF
Fannie Mae	3135G0G72	19,946,880.00	19,952,782.22	19,909,980.00	1.3401%	9/15/2017	12/14/2018	Senior DSRF
Federal Home loan Bank	3130ABJD9	4,995,000.00	4,997,083.33	4,991,450.00	1.2265%	6/7/2017	6/5/2018	2016 Sub DSRF
Federal Home loan Bank	3130A6SW8	4,417,556.00	4,401,732.50	4,399,529.20	0.7616%	4/11/2016	12/19/2017	General
		<u>101,503,527.30</u>	<u>101,359,477.75</u>	<u>101,184,089.20</u>				

Agency	CUSIP #	COST	Cummulative Amortization	10/31/2017		Interest Income October 31, 2017		
				Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Farm Credit	3133ECA79	4,959,250.00	(35,090.28)	4,994,340.28	5,000,000.00	3,916.67	1,131.94	5,048.61
Federal Farm Credit	3133EFSG3	10,057,749.23	46,351.54	10,011,397.69	10,000,000.00	9,166.67	(2,279.58)	6,887.09
Federal Home loan Bank	313378QK0	10,253,642.07	136,998.74	10,116,643.33	10,000,000.00	15,625.00	(6,861.37)	8,763.63
Federal Home Loan Mortgage Corp	313397UW9	11,926,550.00	(12,241.67)	11,938,791.67	12,000,000.00	12,241.67	-	12,241.67
Freddie Mac	3134G4Z84	<b>Matured</b>	<b>Matured</b>	<b>Matured</b>	9,800,000.00	9,187.50	(2,428.16)	6,759.34
Federal Home loan Bank	3130A6SW8	10,039,900.00	35,962.50	10,003,937.50	10,000,000.00	8,333.33	(1,968.75)	6,364.58
Federal Home loan Bank	3130A8BD4	24,907,000.00	(35,769.23)	24,942,769.23	25,000,000.00	18,229.17	7,153.85	25,383.02
Fannie Mae	3135G0G72	19,946,880.00	(5,902.22)	19,952,782.22	20,000,000.00	37,500.00	5,902.22	43,402.22
Federal Home loan Bank	3130ABJD9	4,995,000.00	(2,083.33)	4,997,083.33	5,000,000.00	4,687.50	416.67	5,104.17
Federal Home loan Bank	3130A6SW8	4,417,556.00	15,823.50	4,401,732.50	4,400,000.00	3,666.67	(866.25)	2,800.42
		<u>101,503,527.30</u>	<u>144,049.55</u>	<u>101,359,477.75</u>	<u>111,200,000.00</u>	<u>122,554.18</u>	<u>200.57</u>	<u>122,754.75</u>

October 31, 2017

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	October 31, 2017 Interest	FUND
		- <u>                    </u>				\$ - <u>                    </u>	

Travis County Escrow account					
Balance		Accrued		Balance	
10/1/2017	Additions	Interest	Withdrawals	10/31/2017	
\$ 18,861.74		\$ 14.09	\$ 18,875.83	\$ -	



# 183 South Design-Build Project

## Contingency Status

October 31, 2017



CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

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

<b>Total Project Contingency</b>		<b>\$47,860,000</b>
<b>Obligations</b>	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 (4)	(\$45,957)
	Executed Change Orders	\$2,244,587
Change Orders Under Negotiation		\$2,650,000
Potential Contractual Obligations		\$10,600,000
<b>(-) Total Obligations</b>		<b>\$15,494,587</b>
<b>Remaining Project Contingency</b>		<b>\$32,365,413</b>



**SH 45SW Construction**  
**Contingency Status**  
 October 31, 2017



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

<b>Total Project Contingency</b>	<b>\$ 7,520,000.00</b>
----------------------------------	------------------------

<b>Obligations</b>	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)
	Executed Change Orders	<b>\$1,088,522</b>
	CO #08 Slope Protection Under Bear Creek Bridge	\$167,338
	CO #09 Temporary Relocation of Overhead Lines	\$7,227
	Change Orders in Negotiations	<b>\$174,565</b>
	Potential Contractual Obligations	<b>\$5,382,961</b>

<b>(-) Total Obligations</b>	<b>\$ 6,646,048</b>
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<b>Remaining Project Contingency</b>	<b>\$ 873,952</b>
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**MOPAC Construction**  
**Financial Status**  
 October 30, 2017



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

<b>Change Orders</b>	CO#01B	5th & Cesar Chavez SB Reconfig (Construction)	\$593,031
	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 Soundwall #1	\$2,508,548
	CO#12	Barrier Rail Opaque Seal	\$542,419
	CO#17	Bike and Ped Improvements at Far West Blvd Bridge/RM 2222	\$971,889
	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
		Total of Others Less than \$300,000 (20)	(\$1,427,933)
<b>Executed Change Orders</b>			<b>\$16,195,688</b>

**Revised Construction Contract Value: \$152,827,788**

**Change Orders under Negotiation \$ 5,301,049**

**Potential Construction Contract Value: \$158,128,837**

**Amount paid CH2M (as of 10/30/2017) \$ (110,710,054)**

**Assessed Liquidated Damages \$ (20,000,000)**

**Potential Amount Due (CH2M) \$ 27,418,783**



## Monthly Newsletter - October 2017

### Performance

#### As of October 31, 2017

Current Invested Balance	\$5,848,642,382.89
Weighted Average Maturity (1)	41 Days
Weighted Average Maturity (2)	99 Days
Net Asset Value	1.000011
Total Number of Participants	852
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$5,597,486.52
Management Fee Collected	\$303,050.93
% of Portfolio Invested Beyond 1 Year	5.42%
Standard & Poor's Current Rating	AAAm

#### October Averages

Average Invested Balance	\$5,947,094,677.85
Average Monthly Yield, on a simple basis	1.0482%
Average Weighted Average Maturity (1)*	38 Days
Average Weighted Average Maturity (2)*	96 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 October:

- ★ Cinco MUD No. 12
- ★ Harris County MUD No. 401
- ★ Harris County MUD No. 461
- ★ City of Llano

### Holiday Reminder

In observance of the **Thanksgiving Day** holiday, **TexSTAR will be closed Thursday, November 23, 2017**. All ACH transactions initiated on Wednesday, November 22nd will settle Friday, November 24th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

### Economic Commentary

The growth backdrop in the U.S. continues to look solid in the second half of 2017. Markets welcomed the shift in focus from healthcare to tax reform. Business and consumer confidence remains elevated, consumption spending remains healthy and investment is showing signs of a pickup. Inflation remains stubbornly lower than expected. Government spending is unlikely to impact growth materially in 2017 as new legislation on spending and tax reform is not expected until, at the earliest, the fourth quarter. After agreeing to a budget resolution, the house and senate are now working on a tax reform bill which would, under the administration's aggressive timeline, be done by year-end and would result in a maximum of \$1.5 trillion in revenue losses over the next 10 years.

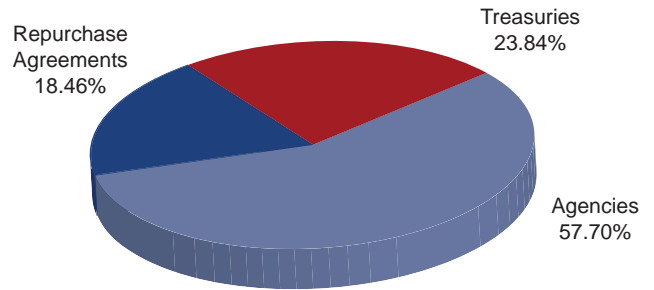
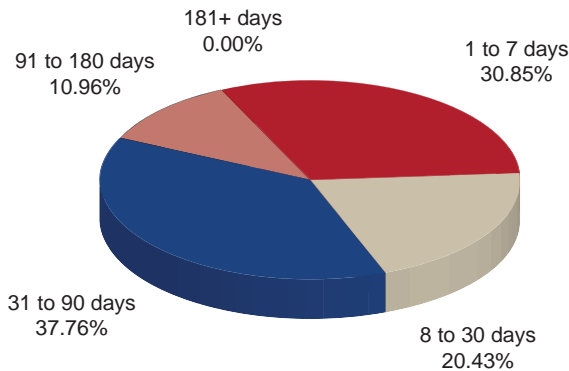
In terms of the timing for the next federal funds rate increase, the committee has indicated that their objective is to continue to keep the pace of rate hikes "gradual". The median of the committee expects 1 additional rate hike in 2017 and 3 rate hikes in 2018. An additional rate hike in 2017 will be dependent on inflation data and financial conditions, but given the market is already pricing in a high probability of a hike in December, we expect the bar is high to dissuade them from moving. President Trump has begun to make progress on staffing the Federal Reserve. Randal Quarles has started as the new Vice Chair of Supervision and Jerome Powell, a current Board of Governor, has been chosen to lead the Fed next year. The Vice Chair of the Board of Governors spot still needs to be filled as well as three other governor spots (assuming current Chair Yellen retires in February at the end of her term as Chair). Given Trump's choice to appoint Powell to lead, we expect little to change with regards to monetary policy in the near term. Given his lack of dissents on the committee as well as his prior speeches, it appears he broadly supports the slow gradual approach to raising rates and current tightening path laid out by Yellen. We expect him to work with Governor Quarles on de-regulation and potentially be more attentive to easy financial conditions as justification to raise rates in the future.

This information is an excerpt from an economic report dated October 2017 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

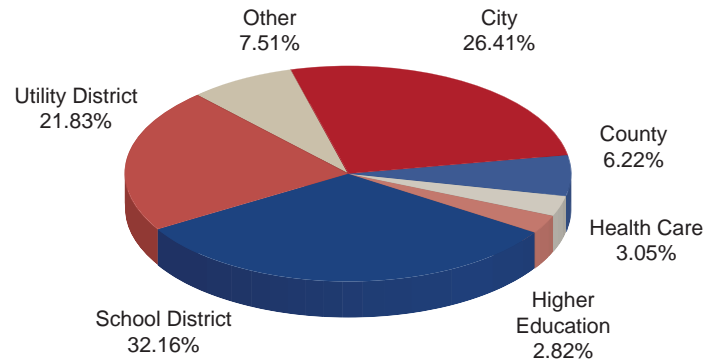
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

## Portfolio by Type of Investment As of October 31, 2017



## Portfolio by Maturity As of October 31, 2017



## Distribution of Participants by Type As of October 31, 2017

# Historical Program Information

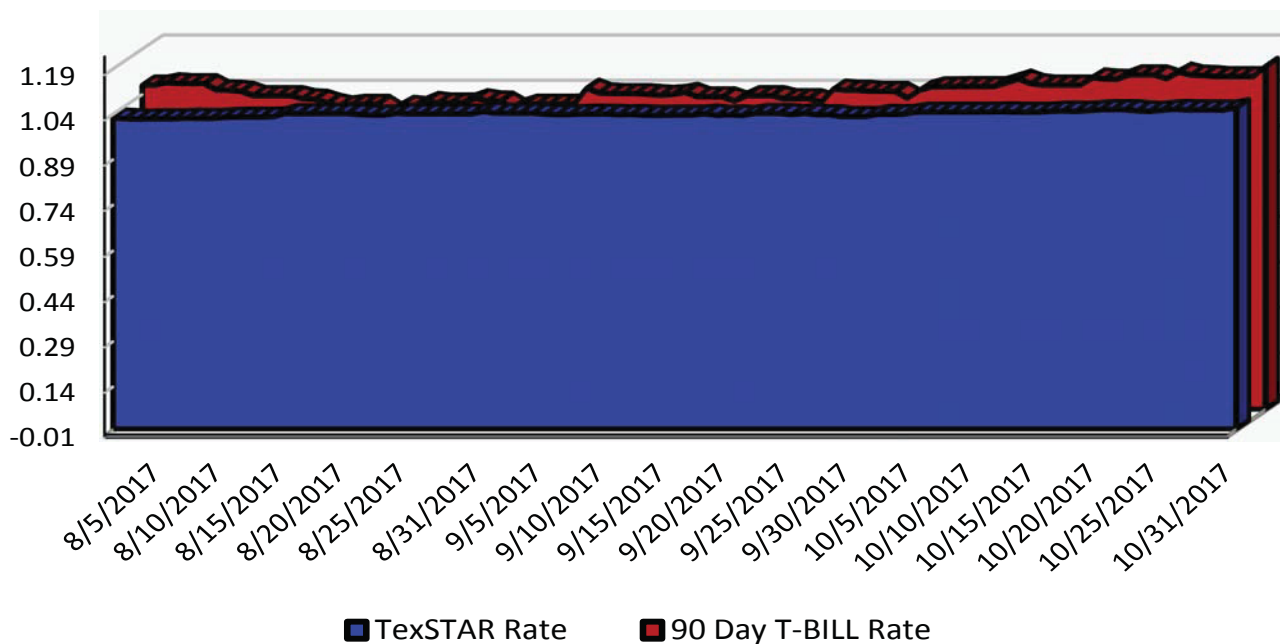
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Oct 17	1.0482%	\$5,848,642,382.89	\$5,848,708,234.12	1.000011	38	96	852
Sep 17	1.0384%	5,841,986,573.82	5,842,202,955.19	1.000022	28	92	848
Aug 17	1.0343%	5,770,863,631.13	5,770,945,786.15	1.000014	33	102	846
Jul 17	0.9827%	5,941,902,116.09	5,941,981,984.60	1.000013	32	97	844
Jun 17	0.8631%	6,071,512,305.56	6,071,586,949.16	0.999993	30	92	838
May 17	0.7535%	6,440,388,492.41	6,440,492,333.25	1.000016	28	97	836
Apr 17	0.7140%	6,279,219,607.16	6,279,507,477.47	1.000045	36	105	832
Mar 17	0.6269%	6,551,167,144.50	6,551,621,726.22	1.000064	42	110	829
Feb 17	0.5533%	7,267,565,993.07	7,269,212,259.58	1.000226	43	111	827
Jan 17	0.5452%	7,011,113,225.83	7,012,695,761.41	1.000225	44	96	823
Dec 16	0.4815%	6,128,094,216.46	6,129,417,408.96	1.000215	49	100	822
Nov 16	0.4144%	5,250,402,124.93	5,251,596,034.74	1.000227	47	109	821

# Portfolio Asset Summary as of October 31, 2017

	Book Value	Market Value
Uninvested Balance	\$ 7,722.27	\$ 7,722.27
Accrual of Interest Income	1,842,476.34	1,842,476.34
Interest and Management Fees Payable	(5,599,306.08)	(5,599,306.08)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,080,320,999.78	1,080,320,999.78
Government Securities	4,772,070,490.58	4,772,136,341.81
<b>Total</b>	<b>\$ 5,848,642,382.89</b>	<b>\$ 5,848,708,234.12</b>

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

# TexSTAR versus 90-Day Treasury Bill



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

## Daily Summary for October 2017

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
10/1/2017	1.0317%	0.000028266	\$5,841,986,573.82	1.000022	27	91
10/2/2017	1.0389%	0.000028464	\$5,948,366,363.25	1.000020	26	89
10/3/2017	1.0380%	0.000028437	\$6,048,876,844.64	1.000018	24	87
10/4/2017	1.0392%	0.000028472	\$6,027,043,600.97	1.000014	29	89
10/5/2017	1.0457%	0.000028648	\$6,001,284,192.67	1.000016	33	95
10/6/2017	1.0459%	0.000028654	\$5,992,424,896.24	1.000004	34	92
10/7/2017	1.0459%	0.000028654	\$5,992,424,896.24	1.000004	34	92
10/8/2017	1.0459%	0.000028654	\$5,992,424,896.24	1.000004	34	92
10/9/2017	1.0459%	0.000028654	\$5,992,424,896.24	1.000004	34	92
10/10/2017	1.0458%	0.000028652	\$5,994,234,106.92	0.999996	39	96
10/11/2017	1.0463%	0.000028665	\$5,974,345,848.11	0.999996	38	95
10/12/2017	1.0474%	0.000028695	\$5,979,511,352.61	1.000015	40	100
10/13/2017	1.0457%	0.000028649	\$5,981,741,559.19	1.000013	40	100
10/14/2017	1.0457%	0.000028649	\$5,981,741,559.19	1.000013	40	100
10/15/2017	1.0457%	0.000028649	\$5,981,741,559.19	1.000013	40	100
10/16/2017	1.0491%	0.000028743	\$5,961,739,957.77	1.000009	40	100
10/17/2017	1.0503%	0.000028776	\$5,958,784,602.43	1.000011	40	99
10/18/2017	1.0484%	0.000028724	\$5,937,727,616.62	1.000016	41	101
10/19/2017	1.0512%	0.000028801	\$5,921,729,274.86	1.000013	41	100
10/20/2017	1.0541%	0.000028879	\$5,933,103,761.56	1.000018	39	97
10/21/2017	1.0541%	0.000028879	\$5,933,103,761.56	1.000018	39	97
10/22/2017	1.0541%	0.000028879	\$5,933,103,761.56	1.000018	39	97
10/23/2017	1.0506%	0.000028784	\$5,863,761,383.11	1.000010	44	101
10/24/2017	1.0486%	0.000028728	\$5,875,943,649.78	1.000019	43	100
10/25/2017	1.0523%	0.000028830	\$5,889,444,278.27	1.000012	42	98
10/26/2017	1.0553%	0.000028911	\$5,930,114,775.18	1.000016	42	100
10/27/2017	1.0532%	0.000028854	\$5,926,927,234.88	1.000011	41	97
10/28/2017	1.0532%	0.000028854	\$5,926,927,234.88	1.000011	41	97
10/29/2017	1.0532%	0.000028854	\$5,926,927,234.88	1.000011	41	97
10/30/2017	1.0527%	0.000028841	\$5,861,380,957.66	1.000014	40	98
10/31/2017	1.0612%	0.000029075	\$5,848,642,382.89	1.000011	41	99
Average	1.0482%	0.000028719	\$5,947,094,677.85		38	96

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



### **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>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>Stephen Fortenberry</i>	<i>Plano ISD</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](http://www.texstar.org)





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #5**

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Consider and, potentially, modify the annual  
toll rate escalation for the CTRMA  
Turnpike System

Strategic Plan Relevance:	Economic Vitality/ Sustainability
Department:	Finance
Contact:	Mary Temple, Controller
Associated Costs:	N/A
Funding Source:	Toll Revenues
Action Requested:	Consider and act on draft resolution

**Summary:**

Section 301.003 of the Policy Code provides that, each October, Mobility Authority staff must calculate a percentage increase in toll rates charged on Mobility Authority toll facilities using the formula established by that section. The formula is based on changes to the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. Each year, this Toll Rate Escalation Percentage is reported to the Board.

The Toll Rate Escalation Percentage calculated based on the September 2017 CPI-U is 2.23%. This percentage increase in toll rates will automatically become effective on January 1, 2018 unless the Board affirmatively votes to modify the percentage. If the percentage is not modified, this increase will result in an additional \$0.01 to \$0.03 toll charged at each gantry for a customer in a two-axle vehicle who uses a TxTAG or other transponder account.

The original 2007 opening rates were determined by many factors. As the System has spurred economic development and traffic has increased on the 183A corridor, the RMA is looking at several different methods to align toll rates along the corridor. As a potential alternative Stantec, the Mobility Authority's traffic and revenue consultant,

has reviewed various toll rate modifications that would be revenue neutral. Attached is a memo that compares the CPI-U Adjustment to an alternate realignment along the 183A corridor developed by Stantec.

Backup Provided: Calendar Year 2018 Toll Rates  
Alternate 183A Toll Schedules

## Calendar Year 2018 Toll Rates

- Each October staff determines what the CPI-u (Consumer Price Index, all urban consumers) increase/decrease has been from the previous September to the current September.
- That increase is applied to the current toll rates and presented to the Board for review.
- If there is no action by the Board, those toll rates are implemented and go into effect January 1<sup>st</sup> of the next calendar year. Below are those rates, with the detail attached.

			Current	CPIu	New Toll
			Rate	Increase	rates
183A					1/1/2018
	Crystal Falls ramps	ETC	\$ 0.41	\$ 0.01	\$ 0.42
	Crystal Falls Main Lane	ETC	\$ 1.05	\$ 0.02	\$ 1.07
	Scottsdale Ramp	ETC	\$ 0.59	\$ 0.01	\$ 0.60
	Park Street mainlane	ETC	\$ 1.48	\$ 0.03	\$ 1.51
	Brushy Creek Ramps	ETC	\$ 0.59	\$ 0.01	\$ 0.60
	Lakeline Main Lane	ETC	\$ 0.55	\$ 0.01	\$ 0.56
Manor					
	183 Direct Connectors	ETC	\$ 0.56	\$ 0.01	\$ 0.57
	Springdale ramps	ETC	\$ 0.56	\$ 0.01	\$ 0.57
	Giles ramps	ETC	\$ 0.56	\$ 0.01	\$ 0.57
	Giles Main Lanes	ETC	\$ 1.12	\$ 0.03	\$ 1.15
	Harris Branch Parkway ramps	ETC	\$ 0.56	\$ 0.01	\$ 0.57
	Palmer Main Lanes	ETC	\$ 0.56	\$ 0.01	\$ 0.57
71E		ETC	\$ 0.87	\$ 0.02	\$ 0.89

The original 2007 opening rates were determined by many factors\*\*. As the system has developed and the 183A corridor has spurred economic develop and traffic growth, at the direction of the Board, the RMA is looking at several different methods to align toll rates along the corridor.

The RMA can ask Stantec, our Traffic and Revenue consultant, to review various toll rate modifications that would be revenue neutral.

\*\*

- Cost of construction, maintenance, operations and finance factored into long term revenue requirements
- Demographics – rates set in part based upon prospective traffic demand, and need for future extensions
- Recommended gantry and mainline gantry placements, especially Phase II and future Phase III to Hwy 29
- Construction of non-tolled frontage roads for the economic development of Cedar Park and Leander was partial trade-off for rates charged at Park Street







CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #6**

---

Approve an Interlocal Agreement with the Texas Department of Transportation for the Highway Emergency Response Operation (HERO) Program.

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Operations
Associated Costs:	Amount not to exceed \$1,741,457.27
Funding Source:	General Fund / Operations
Action Requested:	Consider and act on draft resolution

**Summary:**

The Mobility Authority administered the Highway Emergency Response Operation (HERO) program since it was re-initiated in September 2010. CTRMA's HERO program covered 67 miles along IH-35 between SH 130 and Yarrington Road and along US 183 between Lakeline Boulevard and its intersection with US 290. The program assisted stranded motorists and supported law enforcement agencies and other emergency response agencies with incident management following accidents and facilitating roadway clean-up.

The Texas Department of Transportation (TxDOT) assumed responsibility for the HERO program in October 2017. The current fleet was increased from six to 24 trucks, to be put into service in three phases. Starting Oct. 16, 2017, newly designed HERO trucks began patrolling I-35 in Hays County and US 183 in Del Valle. On Dec. 4, 2017, additional trucks began patrolling I-35 from Georgetown to Kyle, and US 183 from Lakeline Mall Drive to US 290. On Jan. 1, 2018, the updated fleet will begin patrols on SH 71 and MoPac. The new HERO program will cover 310 miles when fully implemented.

Serco, Inc. will now manage and operate the HERO program. Serco will provide all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide Highway Emergency Response Operator (HERO) services.

The Mobility Authority will share in the cost of the expanded program to cover its facilities – the 183A Toll, 290 Toll, 71 Toll and MoPac Express Lanes – under an interlocal Agreement that details the parties’ respective obligations. The cost sharing percentages are based upon the established share of maintenance costs. Based upon those calculations, CTRMA’s annual participation cost is \$580,485.76.

The Mobility Authority has prioritized its need for HERO services and determined that the initial focus will be the MoPac Express Lanes. It is anticipated that services for the Express Lanes will begin in July 2018 at a cost of \$147,828.87 annually. Other facilities such as the 71 Toll, 290 Toll and 183A Toll will be added based upon need and funding as determined by the Executive Director.

The resolution authorizes the Executive Director to finalize and execute an interlocal agreement with TxDOT in the form or in substantially the form of the attached interlocal agreement. The total amount of this agreement shall not exceed \$1,741,457.27. The new agreement will be effective through August 31, 2020.

Backup Provided:           Draft Resolution  
                                  Interlocal Agreement

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

**RESOLUTION NO. 17-0XX**

**APPROVE AN INTERLOCAL AGREEMENT WITH  
THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE  
HIGHWAY EMERGENCY RESPONSE OPERATION (HERO) PROGRAM**

WHEREAS, since it was re-initiated in September 2010, the Mobility Authority has been administering the Highway Emergency Responders Operators (HERO) program to assist first responders with traffic incidents, clear large debris from the roadway, and provide free roadside assistance to stranded motorists in Central Texas; and

WHEREAS, by Resolution Nos. 12-043, 16-006 and 16-072, the Board of Directors has extended the HERO program through January 31, 2018 and expanded the service coverage area; and

WHEREAS, beginning December 4, 2017, the Texas Department of Transportation (“TxDOT”) will take over the HERO program and further expand service coverage area, including Mobility Authority facilities on US 183, US 290, SH 71 and MoPac; and

WHEREAS, the Mobility Authority and TxDOT have negotiated an interlocal agreement in an amount not to exceed \$1,741,457.27 to cover HERO services on Mobility Authority facilities including 183A, Manor Expressway, MoPac Expressway, and 71 Express through August 31, 2020 on an as-needed basis; and

WHEREAS, the Executive Director recommends that the Board of Directors approve the interlocal agreement with TxDOT for HERO services on Mobility Authority facilities in the form or substantially the same form as is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that proposed interlocal agreement with TxDOT for HERO services is hereby approved and the Executive Director is authorized and directed to execute the interlocal agreement in the form or 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 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

---

Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**

**THE STATE OF TEXAS §**  
**THE COUNTY OF TRAVIS §**

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation	TxDOT
Central Texas Regional Mobility Authority (CTRMA)	Local Government

**II. PURPOSE:** TxDOT, the Performing Agency, will provide Safety Service Patrol, the common term for HERO of the five highway segments identified by the Project Location Maps attached as Loop1, from Parmer Lane to SH 45 South; 290 East Toll Rd from US 183 to Joyce Turner Drive in Manor; 183-A Toll Road from RR 276 to Lakeline Mall Drive; US 183 from US 290 East to SH 71 East; and SH 71 Express Toll Road from US 183 South to SH 130. CTRMA will contribute to the costs TxDOT incurs to provide that service.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$1,741,457.27 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on August 31, 2020 or when otherwise terminated as provided in this Agreement.

**VI. LEGAL AUTHORITY: THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated December 13, 2017, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Projects.

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

By \_\_\_\_\_ Date \_\_\_\_\_

AUTHORIZED SIGNATURE

Mike Heiligenstein, Executive Director

**FOR THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission 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.

By \_\_\_\_\_ Date \_\_\_\_\_

James Bass  
Executive Director

**ATTACHMENT A****Scope of Services**

TxDOT, the Performing Agency, shall provide services for the Local Government Central Texas Regional Mobility Authority (CTRMA) for Fiscal Years (FY) 18 through FY 20.

Over the past several years, TxDOT Austin District and mobility partners have utilized Safety Service Patrol (SSP) services as an integral part of Traffic Incident Management (TIM). For various reasons, purchase orders for ownership and management of an SSP program called the Highway Emergency Response Operator (HERO) program have transferred to TxDOT from Central Texas Regional Mobility Authority (CTRMA), the regional mobility partner in Austin. As Traffic Management Systems (TMS) technologies and strategies have evolved, HERO has maintained its critical role in keeping roads clear. CTRMA has managed the HERO Patrol Service program since 2010, assisting law enforcement agencies and other emergency and support response agencies with incident management following accidents and facilitating roadway clean-up. This service has covered TxDOT-managed roads in the Austin area including portions of I-35 and US 183. CTRMA's HERO program is terminating on December 3, 2017 with TxDOT initiating a new HERO program as a result of Purchase Order (PO or BPO) 60132000060530. The TxDOT HERO Program for which PO is awarded includes expanded Austin-area highway portions, as specifically set forth in Attachment E – Location Map Showing Projects. The TxDOT HERO Program will continue to use the existing HERO Program phone number, updated blue truck graphics, and operate through existing facilities at the Combined Transportation and Emergency Communications Center (CTECC) in East Austin.

TxDOT shall coordinate with the Local Government to issue a written Notice to Proceed (NTP) for Segment No. 1 roadway for Tx1/Loop1/MOPAC once the Agreement has been executed. Once other roadway segments have been identified, the Local Government will issue the next NTP per each roadway prior to any services being performed by TxDOT. After the NTP is issued, TxDOT will require ramp up time of 60 days in order to get equipment in place to perform the work.

TxDOT's written progress report shall describe activities during the reporting period; and overall status, including a percent complete for the task authorized by each active roadway.

TxDOT shall submit monthly invoices in a format acceptable to the Local Government. Invoices will be paid in accordance with the rates determined on Attachment B Budget, which is attached to this agreement.

TxDOT's vendor is to provide all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies and incidentals necessary to provide Highway Emergency Response Operator (HERO) services on the Texas capital region roadways identified in Attachment E – Location Map Showing Projects. The services will minimize traffic congestion and improve highway safety by clearing damaged and disabled vehicles and debris from the Travel Lanes and providing traffic control and scene protection at incidents.

**ATTACHMENT B****BUDGET****Annual Budget FY 2018, FY 2019, & FY 2020**

The Local Government will reimburse TxDOT for the established share of maintenance costs calculated under Table B-1 below as a percentage of the costs incurred by TxDOT to provide HERO services on the Texas capital region roadways. Table B-2 below is the estimated cost for all roadways per year and the contract total for three years.

**Table B-1: Cost Sharing Percentage Split for Routine Maintenance**

Roadway	Roadways/Segments	North or West Limit	South or East Limit	Miles	Total Estimated Cost	% split	CTRMA Participation Cost
1	TX 1/Loop 1/MoPac (GP and ML)	Pamer Lane	SH 45 South	21.8	\$ 591,315.47	25%	\$ 147,828.87
2	290 East Toll Rd/Manor Expressway RMA	US 183	Joyce Turner Drive in Manor	6.2	\$ 102,981.91	67%	\$ 68,997.88
3	183-A Toll Road RMA	RR 276	Lakeline Mall Drive	10.3	\$ 295,657.73	100%	\$ 295,657.73
4	SH 71 Express Toll Road	US 183 South	SH 130	3.9	\$ 147,828.87	46%	\$ 68,001.28
				42.2	\$ 1,137,783.98		\$ 580,485.76

**Table B-2 Cost per year**

Roadway	Roadways/Segments	FY 18	FY 19	FY 20	Contract Total
		CTRMA Participation Cost	CTRMA Participation Cost	CTRMA Participation Cost	
1	TX 1/Loop 1/MoPac (GP and ML)	\$ 147,828.87	\$ 147,828.87	\$ 147,828.87	\$ 443,486.60
2	290 East Toll Rd/Manor Expressway RMA	\$ 68,997.88	\$ 68,997.88	\$ 68,997.88	\$ 206,993.64
3	183-A Toll Road RMA	\$ 295,657.73	\$ 295,657.73	\$ 295,657.73	\$ 886,973.19
4	SH 71 Express Toll Road	\$ 68,001.28	\$ 68,001.28	\$ 68,001.28	\$ 204,003.84
	Total	\$ 580,485.76	\$ 580,485.76	\$ 580,485.76	\$ 1,741,457.27



## ATTACHMENT C

### General Terms and Conditions

#### **Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 2. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 3. Disputes**

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

#### **Article 4. Ownership of Equipment**

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

#### **Article 5. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

#### **Article 6. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

#### **Article 7. 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.

#### **Article 8. 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.

#### **Article 9. State Auditor's Provision**

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

**Article 10. Signatory Warranty**

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

**Article 11. 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:

<b>Local Government:</b>	Central Texas Regional Mobility Authority Construction & Maintenance Manager 3300 N. IH-35, Suite 300 Austin, Texas 78705
<b>TxDOT:</b>	Director, Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701

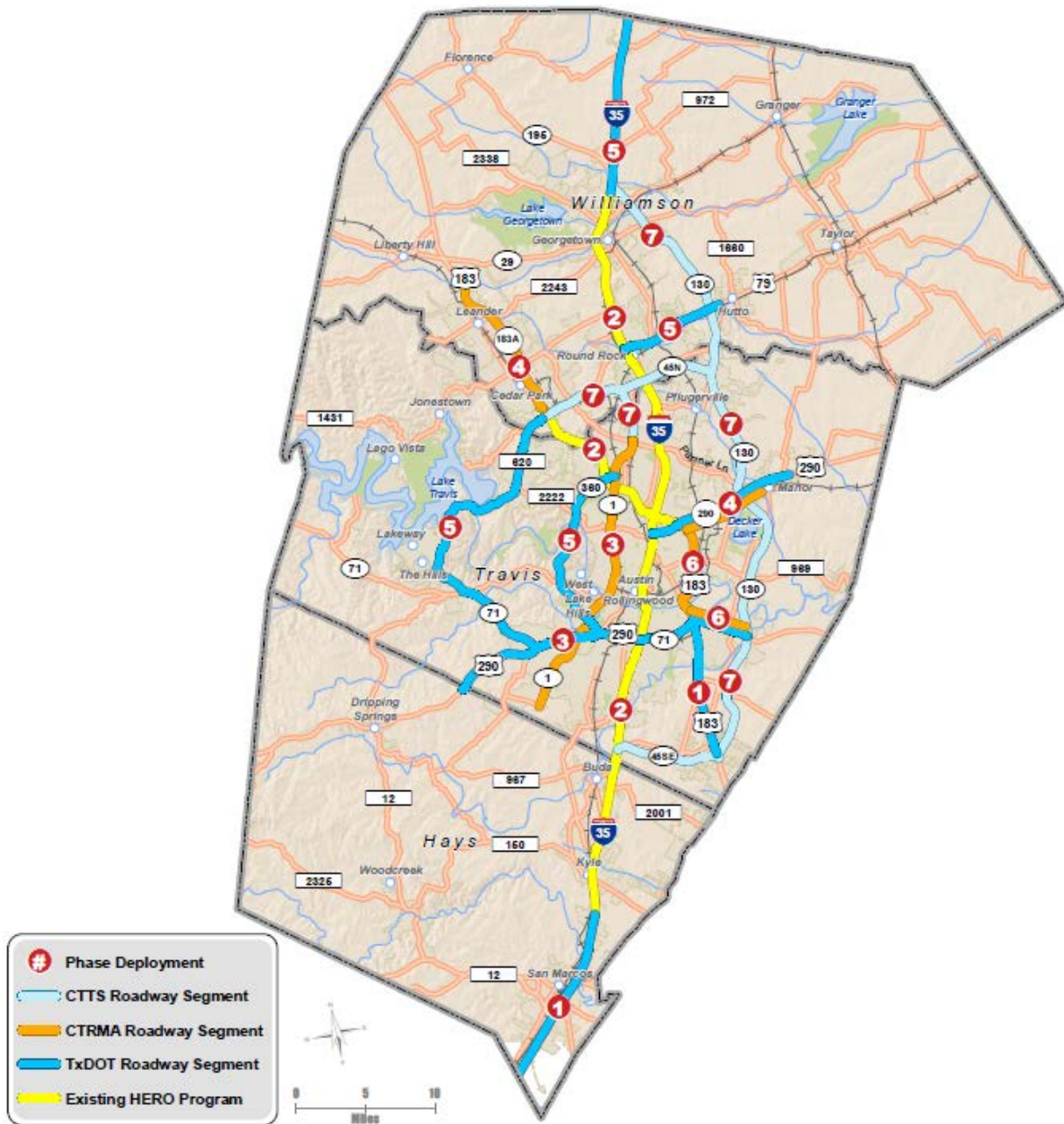
All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and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

**ATTACHMENT D**  
**Resolution or Ordinance**

# ATTACHMENT E


## Location Maps Showing Projects

### Austin Area Roadways for Safety Service Patrol



## ATTACHMENT E

### Roadways Limit for Safety Service Patrol

 CTRMA Roadway Segment

Phase	Roadways/Segments	Operator	North or West Limit	South or East Limit	Miles	Total Miles
1	I-35 (south extension)	TxDOT	Yarrington Road in Kyle	Hays/Comal County Line	12.8	22.7
	US 183 (south extension)	TxDOT	SH 71 East	SH 45 Southeast	9.9	
2	I-35 (existing)	TxDOT	SH 130 in Georgetown	Yarrington Road in Kyle	54.8	68.7
	US 183 (existing)	TxDOT	Lakeline Mall Drive	US 290 East	13.9	
3	SH 71	TxDOT	RM 620 at City of Bee Cave	US 183 South	19.1	46.9
	SL 1/Loop 1/MoPac (GP and ML)	CTRMA	Parmer Lane	SH 45 South	21.8	
	US 290 West *	TxDOT	Hays/Travis County Line	SH 71 at The Y at Oak Hill	6	
4	US 290 East	TxDOT	East Koenig Lane	Greenbury Drive in Manor	11.6	28.1
	290 East Toll Road/ Manor Expressway	CTRMA	US 183	Joyce Turner Drive in Manor	6.2	
	183-A Toll road	CTRMA	CR 276	Lakeline Mall Drive	10.3	
5	SL 360/Loop 360/Capital of Tx Hwy	TxDOT	SL 1/Loop 1/MoPac North	Ben White/US 290 West/SH 71	14.6	53.6
	RM 620	TxDOT	US 183 North	SH 71 West	18.9	
	US 79	TxDOT	I-35 North in Round Rock	Ed Schmidt Blvd. in Hutto	7.7	
	I-35 (north extension)	TxDOT	Bell/Williamson County Line	SH 130	12.4	
6	US 183 (central; Bergstrom Expressway)	CTRMA	US 290 East	SH 71 East	10.9	18.7
	SH 71 East (non-tolled lanes)	TxDOT	US 183 South	SH 130	3.9	
	SH 71 Express Toll Road	CTRMA	US 183 South	SH 130	3.9	
7	SH 130 (Segments 1-4)	CTTS	I-35 North in Georgetown	SH 45 Southeast	46.9	71.0
	SL 1/Loop 1/MoPac North	CTTS	SH 45 North	Parmer Lane	4.1	
	SH 45 North	CTTS	US 183 North	SH 130 North	12.7	
	SH 45 Southeast	CTTS	I-35 South in Creedmoor	SH 130 South	7.3	
References: Central Texas Regional Mobility Authority (CTRMA) website Central Texas Turnpike System (CTTS) website			Initial Route (Phase 1)			22.7
			Later Route Deployment (Phase 2-7)			287.0
			Total Program Route			309.7

- \* A segment of TX-71 West, from The Y at Oak Hill to I-35, is concurrent with US 290 West.
- Central Texas Regional Mobility Authority. Existing CTRMA SSP service will continue until replaced by TxDOT service on a rolling basis between July 2017 and January 1, 2018 at the latest.
- Central Texas Turnpike System. Existing CTTS SSP is operated by TxDOT Toll Operations Division (TOD). Existing SSP service will continue until replaced by TxDOT service.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #7**

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Approve Amendment No. 7 to the agreement  
with Gila Corporation, d/b/a/Municipal  
Service Bureau for violation processing  
and collection services

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Toll Operations
Associated Costs:	12% of each Pay By Mail toll collected plus administrative fees where applicable; \$0.045 per transaction image accurately processed
Funding Source:	Toll Revenues
Action Requested:	Consider and act on draft resolution

**Summary:**

The Mobility Authority's Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau ("MSB") will terminate on January 14, 2018. Article 3 of that Agreement specifically states that the expiration date may be extended "upon the agreement of both parties."

The proposed amendment extends the Agreement for a period of 12 months to allow for transition to a new Pay By Mail billing process. All other terms and provisions of the Agreement remain in place.

Backup Provided:	Draft resolution Draft Agreement
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**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 17-0XX**

**APPROVE AMENDMENT NO. 7 TO THE AGREEMENT WITH GILA LLC, d/b/a MUNICIPAL SERVICES BUREAU FOR VIOLATION PROCESSING AND COLLECTION SERVICES**

WHEREAS, by Resolution No. 07-071, dated December 7, 2007, the Board of Directors ("Board") authorized the Executive Director to finalize and execute an Agreement for Violation Processing and Debt Collection Services effective January 15, 2008, (the "Agreement") with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB") through January 14, 2013; and

WHEREAS, by Resolution No. 12-037, dated May 30, 2012, and Resolution No. 15-030, dated May 27, 2015 the Board approved Amendment Nos. 5 and 6, respectively, extending the Agreement with MSB to January 14, 2018; and

WHEREAS, by Resolution No. 17-014, dated March 29, 2017, the Board authorized and directed the Executive Director to develop and issue a request for proposals for Pay By Mail, violation processing, collection and customer services agreement; and

WHEREAS, pursuant to the Board's direction, the Mobility Authority has conducted a procurement for a vendor to administer a new Pay By Mail program, including violation processing, collection and customer service functions; and

WHEREAS, in order to maintain uninterrupted services and provide an orderly transition to the new Pay By Mail program, the Executive Director has determined it is in the best interests of the Mobility Authority to extend the Agreement with MSB to January 14, 2019, with the option to terminate the Agreement earlier if the services are no longer needed; and

WHEREAS, the Executive Director recommends that the Board approve Amendment No. 7 to the Agreement in the form or substantially the form as is attached hereto as Exhibit A to extend the term of the Agreement to January 14, 2019.

NOW THEREFORE, BE IT RESOLVED that proposed Amendment No. 7 to the Agreement with Gila LLC, d/b/a Municipal Services Bureau is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute Amendment No. 7 in the form or substantially in the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors

**Exhibit A**



**AMENDMENT NO. 7 TO  
AGREEMENT FOR VIOLATION PROCESSING  
AND DEBT COLLECTION SERVICES  
BETWEEN  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
AND  
GILA CORPORATION, d/b/a  
MUNICIPAL SERVICES BUREAU**

This Amendment is effective on January 15, 2018, and amends that certain Agreement For Violation Processing and Debt Collection Services Between Central Texas Regional Mobility Authority ("CTRMA") and Gila Corporation, d/b/a Municipal Services Bureau (the "Consultant" or "MSB"), dated to be effective January 15, 2008 (the "Agreement"), as that agreement has been subsequently amended.

Pursuant to the authority granted by the CTRMA Board of Directors in Resolution No. 17-\_\_\_\_\_, dated December 13, 2017, the parties to this Amendment No. 7 agree as follows:

ARTICLE 3 (TIME OF PERFORMANCE) of the Agreement is hereby amended to read in its entirety as follows:

**ARTICLE 3  
TIME PERFORMANCE**

The term of this Agreement shall be eleven (11) years, commencing January 15, 2008, and concluding January 14, 2019 (the "Expiration Date"), subject to the earlier termination of this Agreement pursuant to Article 4 (TERMINATION FOR DEFAULT) or Article 5 (OPTIONAL TERMINATION) below or to a further extension of this Agreement upon agreement of both parties. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.

All other provisions of the Agreement, as amended, remain unchanged.

By their signatures below, CTRMA and the MSB evidence their agreement to the amendment set forth above.

GILA CORPORATION, d/b/a  
MUNICIPAL SERVICES BUREAU

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

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

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

Name: Bruce Cummings

Name: Mike Heiligenstein

Title: President

Title: Executive Director



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #8**

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Consider the Executive Director's recommendation for the award of a contract for Pay-By-Mail, violations processing, collections and customer service

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Contact:	Tracie Brown, Director of Toll Operations
Associated Costs:	TBD
Funding Source:	Toll Revenues
Action Requested:	Consider and act on draft resolution

**Summary:**

The Mobility Authority's Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau ("MSB") will terminate on January 14, 2018. The process to procure the new Pay By Mail program began in December 2016 with the issuance of a Request for Qualifications. Twelve responses were received and six firms were selected to participate in the Request for Proposals phase. The six short-listed firms were:

- AECOM
- Cofiroute USA
- ETAN Industries
- Faneuil
- MSB
- SWC Group

AECOM and Faneuil did not submit proposals by the stated due date. Interviews and product demonstrations were held with the remaining four proposers. After reviewing the Cost Proposals, a request for Best and Final Offers (BAFO) was issued to clarify the desired compensation for the collection of pre-paid transactions.

The complete procurement timeline is provided below:

December 7, 2016	Issued Request for Qualifications (RFQ)
January 10, 2017	RFQ Response Deadline
March 29, 2017	Board Authorized Procurement
April 19, 2017	Issued Request for Proposals (RFP)
October 27, 2017	RFP Response Deadline
November 15 - 16, 2017	Conducted Proposer Interviews
November 21, 2017	Issued Best & Final Offer (BAFO) Request
December 1, 2017	BAFO Response Deadline
December 8, 2017	Final Scoring of BAFO Responses

After completing an evaluation of the RFP and BAFO responses, the Executive Director will bring a recommendation to the Board for its consideration and action to award a contract to the proposer that provides the best value to the Mobility Authority, based on the criteria and weighting established in the procurement documents.

Backup Provided:                      Draft resolution

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

**RESOLUTION NO. 17-0XX**

**AWARD A CONTRACT FOR PAY BY MAIL, VIOLATIONS PROCESSING,  
COLLECTIONS AND CUSTOMER SERVICE**

WHEREAS, in anticipation of the expiration of the Mobility Authority's current agreement with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB") on January 14, 2018, on December 7, 2016, the Mobility Authority issued a request for qualifications from firms interested in providing pay by mail, violations processing, collections and customer services to the Mobility Authority with a deadline to submit responses by January 10, 2017; and

WHEREAS, the Mobility Authority received twelve responses by the deadline which were evaluated and ranked in accordance with the terms of the request for qualifications; and

WHEREAS, by Resolution No. 17-014, dated March 29, 2017, the Board authorized and directed the Executive Director to issue a request for proposals to a shortlist of the six firms determined to be the most highly qualified based on the evaluation of the responses to the request for qualifications; and

WHEREAS, pursuant to the Board's direction, the Mobility Authority issued a requests for proposals to the shortlisted firms on April 19, 2017; and

WHEREAS, the Mobility Authority received four responses to the request for proposals on October 27, 2017 which were evaluated in accordance with the terms of the request for proposals and then conducted interviews with each of the four eligible firms on November 15-16, 2017; and

WHEREAS, following the conclusion of the interview process, Mobility Authority staff determined it was in the best interests of the Mobility Authority to request Best and Final Offers ("BAFOs") from all four firms who responded to the request for proposals; and

WHEREAS, the Mobility Authority issued a request for BAFOs on November 21, 2017, and received responses from each of the four eligible firms on December 1, 2017; and

WHEREAS, Mobility Authority staff conducted final scoring of BAFO responses and established a ranking of the eligible firms on December 8, 2017; and

WHEREAS, based on the results of the evaluation, the Executive Director recommends that the Board select and authorize negotiation of a contract for pay by mail, violations processing, collections and customer services with \_\_\_\_\_.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the selection of \_\_\_\_\_ to provide pay by mail, violations processing, collections and customer services to the Mobility Authority; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a pay by mail, violations processing, collections and customer services contract with \_\_\_\_\_.

If the Executive Director and \_\_\_\_\_ cannot agree on the terms of the contract, the Executive Director may elect not to contract with \_\_\_\_\_ and may enter into negotiations with the next most highly ranked respondent as provided in Section 401.25 of the Mobility Authority Policy Code; and

BE IT FURTHER RESOLVED that once an agreement is reached the Executive Director shall present that proposed contract to the Board for its approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

Approved:

\_\_\_\_\_  
Geoffrey Petrov, General Counsel

\_\_\_\_\_  
Ray A. Wilkerson  
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #9**

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Approve a new Master Agreement with Atkins  
North America, Inc. for general engineering  
consultant services

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: TBD  
Funding Source: Project Funds/General Fund/Operating Fund/Bond  
Sales Fund  
Action Requested: Consider and act on draft resolution

Summary:

At the November 8, 2017 Board meeting, staff was authorized to negotiate a contract with Atkins North America, Inc. for General Engineering Consulting Services.

The Executive Director seeks Board authorization to execute an Agreement that will establish the terms for project management, preparation/management of project feasibility, environmental documents, and PS&E documents, procurement services, construction engineering and inspection services, tolling and ITS services, right of way services, utility relocation services, renewal/replacement maintenance support services, maintenance oversight services, public involvement services, scheduling services, toll and traffic operations services, programmatic services, administrative support services, asset management services, contract/LGPP support services, and other services as required by the Mobility Authority. This agreement will be in a form substantially similar to that contained within Exhibit A, attached to the Draft Resolution.

On January 4, 2010, the Mobility Authority entered into an Agreement for General Consulting Civil Engineering Services with Atkins North America Inc. Amendment Number 3 to this agreement, executed December 24, 2014, extended this agreement through December 31, 2017.

Work Authorization Nos. 1.7, 2.5, 7.2, & 11 that were approved under the current Agreement contain work that will not be completed prior to the expiration of the current Agreement on December 31, 2017. Those ongoing Work Authorizations have been incorporated into the new Agreement to insure that work is completed without interruption to the satisfaction of the Mobility Authority.

Backup Provided:           Draft Resolution  
                                  Draft Master Agreement

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

**RESOLUTION NO. 17-0XX**

**APPROVE A NEW MASTER AGREEMENT  
WITH ATKINS NORTH AMERICA, INC. FOR GENERAL ENGINEERING  
CONSULTANT SERVICES**

WHEREAS, by Resolution No. 17-045, dated July 26, 2017, the Mobility Authority issued a request for qualifications to firms interested in providing general engineering consultant services to the Mobility Authority on August 11, 2017; and

WHEREAS, the Mobility Authority received two responses to the request for qualifications and, following evaluation of both responses, recommended that Atkins North America, Inc. be selected to provide general engineering consultant services to the Mobility Authority; and

WHEREAS, by Resolution No. 17-061, dated November 8, 2017, the Board approved the selection of Atkins North America, Inc. to provide general engineering consultant services to the Mobility Authority and authorized the Executive Director to negotiate a general engineering consultant services contract with Atkins North America, Inc.; and

WHEREAS, the Executive Director and Atkins North America, Inc. have negotiated a proposed Master Agreement for general engineering consultant services; and

WHEREAS, the proposed Master Agreement is attached hereto as Exhibit A and sets forth the Scope of Services, Compensation and other terms.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts and approves the Master Agreement in substantially the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to finalize and execute the Master Agreement with Atkins North America, Inc. on behalf of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors



**Exhibit A**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

**CENTRAL TEXAS  
REGIONAL MOBILITY AUTHORITY  
AGREEMENT FOR  
GENERAL CONSULTING  
CIVIL ENGINEERING SERVICES**

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**APPENDIX A**        SCOPE OF SERVICES

**APPENDIX B**        RATE SCHEDULE

**APPENDIX C**        KEY PERSONNEL

**APPENDIX D**        WORK AUTHORIZATION

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**  
**AGREEMENT FOR**  
**GENERAL CONSULTING CIVIL ENGINEERING SERVICES**

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and by and between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, 3300 N. IH-35, Suite 300, Austin, TX 78705, hereinafter referred to as the “Authority”, and **ATKINS NORTH AMERICA, INC.**, 11801 Domain Blvd, Suite 500, Austin, Texas 78758, hereinafter referred to as the “GEC”.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Request for Qualifications dated August 11, 2017 (the “Request for Qualifications”), the Central Texas Regional Mobility Authority (the “Authority”) sought to identify and obtain the services of a qualified engineering firm to provide general consulting civil engineering services as the General Engineering Consultants (or GEC) for the Authority;

**WHEREAS**, two firms submitted responses setting forth their respective qualifications for the work; and

**WHEREAS**, Atkins North America, Inc. was identified by the Authority as the most highly qualified provider of the required services and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided to the Authority at a fair and reasonable price;

**NOW, THEREFORE**, in consideration of payments hereinafter stipulated to be made to the GEC by the Authority, the parties do hereby agree as follows:

**1. THE SERVICES, GENERALLY.**

The Authority hereby retains the GEC to serve as the Authority’s General Engineering Consultant pursuant to the terms set forth in this Agreement. All work to be performed by or on

behalf of the GEC under this Agreement is hereinafter referred to as the “services”. In performing the services, the GEC shall operate as an extension of, and in complete coordination with, the Authority’s staff with respect to all projects which now or in the future are studied, constructed or operated by the Authority (the “Projects”) provided that nothing herein shall alter the GEC’s status as an independent contractor as fully set forth in Section 20 below. To that end, the GEC shall represent, advance, and further the interests of the Authority throughout all aspects and phases of the Authority’s activities and shall, when and as requested by the Authority, fully support the Authority in its dealings with contractors and suppliers, engineers and other consultants, the Authority’s general counsel and accountants, financial advisor, traffic and revenue consultant, bond counsel, rating agencies and underwriters, governmental entities and the public, all in accordance with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality of the services provided. The GEC, as part of the services, shall also assist the Authority in the development of its Strategic Plan and periodic amendments thereto, and shall work to enable the Authority to achieve the goals established in the Strategic Plan.

For specific aspects of the services, consistent with its status as an independent contractor, the GEC shall be expected to operate independently from the Authority and without extensive oversight and direction. The GEC shall commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the GEC’s performance of the services described in this Agreement. Insofar as the GEC is operating as an extension of the Authority’s staff, the Authority shall use reasonable efforts to require all construction contractors and design engineers performing work on any Project for which the Authority is the procuring entity and a party to the contract(s) for construction and/or design work to include the GEC as an additional insured on their contractor’s liability insurance, including

general and automobile liability insurance policies, and to indemnify the GEC in the same manner and to the same extent as such contractors and engineers indemnify the Authority, except with respect to the GEC's own negligence or willful acts.

**2. SCOPE OF SERVICES.**

Without limiting the provisions of Sections 1 or 3 hereof, the services the Authority may call upon the GEC to provide shall encompass the numerous facets of feasibility evaluation, conceptual design, planning, final design, financing, construction management, coordination, and other related activities necessary to plan, finance, construct, operate and maintain all facilities contemplated, developed, owned, and/or operated by the Authority. A broad description of the services is set forth in the Scope of Services, attached hereto as Appendix A and made a part hereof. Throughout the term of this Agreement, the Authority shall instruct the GEC to perform specific services through the issuance of Work Authorizations and/or Letter Agreements with more detailed scopes of services or otherwise in accordance with this Agreement. The GEC shall only be compensated for those activities undertaken in connection with a validly issued Work Authorization and/or Letter Agreement.

**3. “CONSULTING ENGINEERS” UNDER TRUST AGREEMENTS.**

Without limiting the provision of Sections 1 and 2 above, the GEC shall perform the obligations of the “Consulting Engineers” under any existing or future Authority Trust Agreements entered into during the period of this Agreement.

**4. COMPENSATION.**

Compensation for the GEC's work and other aspects of the mutual obligations concerning the GEC's work and payment therefore are as follows:

**a. BASIS FOR COMPENSATION.**

Subject to the terms of a Work Authorization and/or Letter Agreement issued pursuant to Section 14 below, the Authority agrees to pay, and the GEC agrees to accept as full and sufficient compensation and reimbursement for the performance of all services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

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

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the GEC's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31); and Profit ranges from 1.08 (8% Profit) to 1.12 (12% Profit). The Profit amount will be negotiated for each Work Authorization and/or Letter Agreement predicated on the complexity of each specific assignment. In general, it is anticipated an 8% Profit would be applied to assignments that are less complex and more administrative in nature, while a Profit amount up to 12% would be applied to those assignments that are complex, specialized, and carry increased levels of risk including project specific assignments for design and oversight. The cap of the Direct Labor Cost for the classifications of employees working for the Authority as of the Effective Date of this Agreement is reflected in Appendix B. Revisions to the Direct Labor Cost cap for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, subject to the approval of the Executive Director or his/her designee. Annual revisions to Direct Labor Costs of employees working predominately on Authority projects shall not exceed 3% unless otherwise approved by the Authority. Revisions in employee classifications for employees working predominately on Authority projects must be approved by the Authority. No adjustment shall be made to the specified negotiated Profit for each Work Authorization and/or Letter Agreement. Adjustments to the direct labor costs, employee classifications and auditable overhead rate may occur in the month selected by the Engineer, however, the first adjustment shall occur no earlier than 12 months after the execution of this Agreement, and future adjustments shall occur



no earlier than 12 months after the previous adjustment. All adjustments shall be agreed to by the parties prior to implementation, and the Authority shall have the right to review and/or audit the GEC's Direct Labor Costs, employee classifications and auditable overhead rates upon written request. Once approved, the Direct Labor Costs, employee classification and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. During the term of this Agreement the GEC shall provide to the Executive Director or his/her designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the GEC.

In the event that GEC employees or sub consultants work a substantial portion of time in facilities owned or leased by the Authority as provided in Section 12 herein, the auditable field overhead rate would apply, unless an office share agreement is executed by both parties thereby compensating the Authority for use of its facilities.

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

**b. COMPUTATION AND ADJUSTMENT OF THE AUDITABLE OVERHEAD RATE.**

The applicable compensation formula for this Agreement (identified in paragraph 4.a above) will utilize the GEC's auditable overhead rate as allowed under the provisions of FAR 31, unless the Authority and GEC have negotiated a reduced overhead rate for co-located staff or CE&I services, as well as the negotiated Profit for each Work Authorization and/or Letter Agreement. The GEC represents that at all times, subject to the limitations on timing and approval in subsection 4.a., throughout the term of this Agreement that it shall not use an auditable overhead rate that exceeds the rate determined in accordance with FAR 31 (or successor regulations); that the Direct Labor Costs shall not exceed the ranges reflected in Appendix B and shall be based on

actual salary amounts for the individuals performing the work; and that, except as previously described in writing, the auditable overhead rate and negotiated Profit for each Work Authorization and/or Letter Agreement used under this Agreement shall not exceed the auditable overhead rate and negotiated Profit for similar work authorizations or other authorizations for work of a similar type utilized by the GEC in its agreement(s) with, or subcontracts for, GEC work for other toll road authorities, including any other regional mobility authority in the State of Texas.

**c. EXPENSES.**

As indicated above, the compensation computed in accordance with subsections 4.a. and b. is anticipated by the Authority and the GEC to be full and sufficient compensation and reimbursement for the services, and includes all customary out-of-pocket expenses anticipated to result from the GEC's performance under the Agreement that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, photocopying, computer hardware/software and service charges, and similar costs. Notwithstanding the foregoing, the GEC shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the GEC that are necessary for the performance of its duties under this Agreement and which are not included in the auditable overhead rate, said expenses being limited to travel costs, printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the GEC employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his/her designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the GEC to unaffiliated entities; provided, however, that all amounts in excess of \$2,000 for which the GEC intends to seek reimbursement pursuant to this subsection 4.c. must

be approved in advance and in writing by the Executive Director or his/her designee, except when such advance approval is impractical due to a bona fide emergency situation.

Except as otherwise authorized in a validly issued Work Authorization and/or Letter Agreement, and only then to the extent reimbursable by the Texas Department of Transportation (“TxDOT”) under the terms of any financial assistance agreement, the Authority shall not reimburse the GEC for travel, lodging, and similar expenses incurred by the GEC to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the GEC’s performance of the services, provided, however, that the Authority shall reimburse, but only in accordance with the terms of this subsection 4.c., such costs incurred by the GEC to bring to its local office or the Authority’s facilities, with advance approval by the Executive Director or his/her designee, staff with specialized skills or expertise required for the services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. The GEC shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority’s tax-exempt status described in subsection 4.k. This provision applies only to the extent the Authority’s tax exempt status can reasonably be extended to purchases made directly by the GEC.

**d. NON-COMPENSABLE TIME.**

Time spent by the GEC’s employees or sub consultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the GEC’s personnel or sub consultants in an administrative or supervisory capacity not related to the performance of the services shall not be compensable. Time spent on work that is in excess of

what is customary and reasonable per industry standards for the performance of such services shall not be compensable.

**e. INVOICES AND RECORDS.**

The GEC shall submit its monthly invoices electronically certifying the salaries and expenses incurred in providing the services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization and/or Letter Agreement (and related estimates) to which the work relates. The invoice shall be in a form directly acceptable to TxDOT for potential reimbursement by TxDOT to the Authority. Each invoice shall be in such detail as is required by the Authority and TxDOT, including a breakdown of services provided on a project-by-project basis and/or pursuant to specified Work Authorizations and/or Letter Agreements, together with other services requested by the Authority. Upon request of the Authority, the GEC shall also submit certified time and expense records and copies of invoices that support the invoiced salary and expense figures. All books and records relating to the GEC's or sub consultants' time, out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the GEC's normal business hours to the Authority and its representatives for review, copying and auditing throughout the term of this Agreement and for three (3) years after the expiration thereof. No compensation shall be made for revisions to the GEC's or sub consultants' services or deliverables required due in any way to the error, omission, or fault of the GEC, its employees, agents, sub consultants, or contractors.

**f. EFFECT OF PAYMENTS.**

No payment by the Authority shall relieve the GEC of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy

the requirements of this Agreement, the Authority may reject same and, if the GEC fails to correct or cure same within thirty (30) days, or a longer time period granted in writing by the Executive Director or his/her designee, and at no additional cost to the Authority, the GEC shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the GEC pursuant to the terms of this Agreement upon providing the GEC prior written notice thereof.

**g. NO ADJUSTMENTS TO DIRECT LABOR COSTS AND AUDITABLE OVERHEAD RATE.**

Except as otherwise expressly provided in subsection 4.a. above, the Authority and the GEC shall not make adjustments to the Direct Labor Costs or the auditable overhead rate during the term of this Agreement. The Authority and the GEC do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the GEC on behalf of the Authority that constitute “Extra Work” or otherwise fall outside the terms of this Agreement. Unless the parties otherwise expressly agree in writing to the contrary, all work of any nature undertaken by the GEC or its sub consultants during the term of this Agreement on behalf of the Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Agreement.

**h. COMMERCIAL PRICING.**

Federal Acquisition Regulations allow for payment of direct auditable expenditures and commercial pricing of certain products. The GEC may engage in commercial pricing when legally permissible, not in contravention of federal regulations, and specifically approved by the Board of Directors.

**i. PLACE OF PAYMENT.**

Payments owing under this Agreement will be made by the Authority by wire transfer to:  
Atkins North America, Inc.

PO Box 409357

Atlanta, GA 30384-9357

Tax ID: 59-0896138

Wire Payments: Routing No. 026009593, Acct No 005481516927

ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

**j. TIMING OF PAYMENTS.**

Payment of any undisputed amounts invoiced to the Authority by the GEC shall be made as follows:

- (i) For amounts invoiced by the GEC for work which is reimbursable by TxDOT pursuant to a toll equity grant, financial assistance agreement, or any other form of financial assistance, the Authority shall submit a payment request to TxDOT within fifteen (15) days of receipt of a conforming invoice from the GEC. Payment shall be due to the GEC from the Authority within thirty (30) days of the Authority's receipt of payment from TxDOT. Amounts of the type described in this subparagraph (i) outstanding for more than sixty (60) days after the Authority's receipt of payment from TxDOT shall accrue interest at the prime rate as published in the *Wall Street Journal* (or other accepted financial journal in the event that the *Wall Street Journal* ceases publication or fails to include current prime rates within its reported information) on the date payment is due or the first business day thereafter if the due date is a weekend or federal holiday (the "Prime Rate"). Notwithstanding anything to the contrary in this Agreement, the Authority shall have no responsibility for payment of amounts which are submitted to

TxDOT for reimbursement under a toll equity grant, financial assistance agreement, state highway fund loan, or any other form of financial assistance but which TxDOT refuses to pay, in whole or in part.

- (ii) For amounts invoiced by the GEC to the Authority for all properly authorized work which is not subject to reimbursement by TxDOT, payment shall be due within sixty (60) days of receipt by the Authority of the invoice and all necessary supporting documentation. Past due amounts shall accrue interest at the lesser of the maximum rate allowed by law or the Prime Rate. In the event that more than \$200,000 of costs of the type described in this subparagraph (ii) are due and payable for more than ninety (90) days, the GEC shall be entitled, upon thirty (30) days prior written notice to the Authority, to cease performing any further work for the Authority which is not of a type which is subject to reimbursement by TxDOT.

- (iii) Any amounts invoiced to the Authority by the GEC and for which the Authority disputes payment, or reimbursable amounts disputed by TxDOT, the period for payment shall not commence until such dispute is resolved.

**k. TAXES.**

All payments to be made by the Authority to the GEC pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, *et seq.*, of the Texas Tax Code. Title to any consumable items purchased by the GEC in performing this Agreement shall be deemed to have passed to the Authority at the earlier of the time the GEC takes possession or receives payment therefore from the Authority, and the GEC shall make a good



faith effort to immediately mark, label, or physically identify such consumable items as the property of the Authority. In the event that a capital item is purchased for the sole use of the Authority, title shall pass or transfer to the Authority prior to any use of the item by the GEC.

**I. AS-NEEDED BASIS.**

As noted in Section 2 above and Section 14 below, the Authority shall request that the GEC perform specific services on an as-needed basis and through the issuance of written Work Authorizations and/or Letter Agreements. No representation or assurance has been made on behalf of the Authority to the GEC as to the total compensation to be paid to the GEC under this Agreement.

**m. COMPENSATION OF SUB CONSULTANTS.**

As noted in the Request for Qualifications, Sections 1.0 and 5.2, it is anticipated that the GEC will utilize the services of sub consultants to respond to certain assignments under this Agreement. The selection and services to be assigned to sub consultants must be approved in advance by the Executive Director or his/her designee. All sub consultants providing services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of this Section 4, provided that each sub consultant shall utilize (i) its own Direct Labor Costs and (ii) if available, its own auditable overhead rate. For sub consultants that do not have auditable overhead rates computed in accordance with 48 C.F.R. Part 31, the GEC shall provide a schedule of sub consultant billing rates for the Authority's review and approval by the Executive Director or his/her designee (including any periodic adjustments thereto) provided that no sub consultant billing rate shall exceed the GEC's rates (if any), including overhead and profit, for the same or similar services. In addition, sub consultants that do not have auditable overhead rates may be required to utilize TxDOT or Federal indirect cost rates. The GEC shall incorporate the compensation terms from this Agreement into all sub consultant contracts.

**5. TIME OF PERFORMANCE.**

It is understood and agreed that the term of this Agreement shall be for three (3) years, effective January 1, 2018 (the “Effective Date”), and concluding December 31, 2020, subject to the earlier termination of this Agreement pursuant to Sections 6 or 7 below, or upon agreement of both parties, further extension will be considered of up to two (2) individual terms, each term being for a period of up to two (2) years.

Executed Work Authorizations and Letter Agreements shall survive the termination of the Agreement and shall continue in full force and effect until all tasks associated with the Scope of Services are complete as determined by the Authority in its sole discretion. In such event, all terms of the Agreement shall remain applicable to each Work Authorization as if incorporated therein.

**6. TERMINATION FOR DEFAULT.**

Should the GEC at any time, in the reasonable opinion of the Authority, fail to carry out its obligations under this Agreement the Authority may, upon providing the GEC with thirty (30) days prior written notice pursuant to Section 22 hereof, and after an opportunity for the GEC to cure under the terms of this Agreement, terminate this Agreement effective on the date following said 30-day notice and cure period (the “Termination Date”). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the GEC for its failure to perform satisfactorily any obligation hereunder, nor shall such

termination pursuant to this Section 6 or Section 7 below abrogate or in any way affect the indemnification obligations of the GEC set forth in Section 21 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 6 or Section 7, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Section 4 hereof for work performed and acceptable to the Authority, shall thereafter be paid to the GEC, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the GEC's breach hereof, together with the right to set off amounts owed to the GEC pursuant to Section 21 hereof. In determining the amount of any payments owed to the GEC, the value of the work performed by the GEC prior to termination shall be no greater than the value that would result by compensating the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement.

**7. OPTIONAL TERMINATION.**

**a. GENERALLY.**

The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to Section 22 hereof and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the GEC upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the GEC prior to the Optional Termination Date. In determining the value of the work performed, the Authority in all events shall compensate the GEC in accordance with Section 4 hereof for all services performed and expenses reimbursable in accordance with this Agreement, provided, however, that no consideration will be given to anticipated profit which the GEC might possibly have made on the uncompleted portion of the services.

**b. NO FURTHER RIGHTS, ETC.**

Termination of this Agreement and payment of an amount in settlement as described in this Section 7 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the GEC under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the GEC from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. Notwithstanding the foregoing, Sections 13, 21, and 25 of this Agreement shall survive termination of this Agreement in accordance with Section 6 or this Section 7.

**c. NO FURTHER COMPENSATION.**

If the Authority shall terminate this Agreement as provided in this Section 7, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the GEC, provided that the Authority shall not waive any right to damages incurred by reason of the GEC's breach thereof. The GEC shall not receive any compensation for services performed by the GEC after the Optional Termination Date, and any such services performed shall be at the sole risk and expense of the GEC.

**8. TERMINATION, GENERALLY.**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to

any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

**9. SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES.**

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the services of the GEC hereunder, but not terminate this Agreement, by providing the GEC with prior written notice to that effect. Thereafter, the suspended services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the services previously assigned to the GEC in accordance with this Agreement. The GEC shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the services pursuant to this Section 9, provided, however, that any time limits established by the parties in any Work Authorization and/or Letter Agreement or otherwise for the completion of specific portions of the services suspended pursuant to this Section 9 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the GEC agrees that no claims for damages or other compensation shall be made by the GEC for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement as a result of any suspension or modification of the services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the GEC to proceed to complete any services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

**10. PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY.**

**a. ADEQUATE PERSONNEL, ETC.**

The GEC shall maintain an office within the geographic limits of the Authority and in close proximity to the Authority's offices. This office shall be staffed with the managers and core staff (as requested by the Authority) at a location approved by the Executive Director or his/her designee to provide a high service level for work of a continuing nature.

The GEC shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved sub consultants) and equipment, in the reasonable opinion of the Authority, to perform the services with the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality of the services provided, and in all events without delays attributable to the GEC which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects or the progress of the feasibility evaluation, design or construction of any such Project. All persons, whether employees of the GEC or of an approved sub consultant, providing the services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law. Without limiting the foregoing, all persons in charge of, or responsible for, design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall, in the case of the GEC, be approved by the Authority prior to their involvement in work under this Agreement.

**b. NOTIFICATION OF PERSONNEL CHANGE**

In no event shall the GEC remove, transfer, or reassign any key task leader or individual working predominantly on Authority projects or assignments, as defined by the Authority, except as instructed by, or with the prior written consent of the Executive Director or his/her designee. The GEC shall notify the Authority at least ten (10) business days in advance of a proposed replacement of any individual working predominantly on Authority projects or assignments, and

submit the name and qualifications summary of the proposed replacement to the Authority. The Authority will review the qualifications and may interview the proposed replacement. The Authority reserves the right to approve or reject, without cause, any proposed replacement, and will provide such written approval or rejection within ten (10) business days after receipt of the qualifications documentation. If no response is provided within ten (10) business days the proposed replacement shall be considered rejected. The GEC shall use its best efforts to enhance continuity in personnel, sub consultants, and other individuals working predominantly on Authority projects or assignments. The GEC shall notify and consult with the Authority regarding the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by personnel during which he/she is unavailable for the services.

**c. REMOVAL OF PERSONNEL.**

All persons providing the services, whether employees of the GEC or of an approved sub consultant, shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the services shall, upon request of the Authority, immediately be removed from the services. The GEC shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) business days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Executive Director or his/her designee.

**d. GEC FURNISHES EQUIPMENT, ETC.**

Except as otherwise specified, the GEC shall furnish all equipment, transportation, supplies, and materials required for its services under this Agreement. The Authority may allow the GEC to utilize the Authority's data processing and computer services for programs requested by the GEC and approved by the Authority in accordance with the GEC agreement.

Computations based on computer programs other than the Authority's must conform to the Authority's general format.

e. **KEY PERSONNEL.**

The GEC acknowledges and agrees that the individual(s) identified on Appendix C attached hereto and made apart hereof are key and integral to the satisfactory performance of the GEC under this agreement. Throughout the term of this agreement, the GEC agrees that the identified individual(s), whether employee(s) of the GEC or of an approved sub consultant, will remain in charge of the performance of the services and shall devote substantial and sufficient time and attention thereto, to the extent indicated on Appendix C. The death or disability of any such individual, his/her disassociation from the GEC or the approved sub consultant, or his/her failure or inability to devote sufficient time and attention to the services shall, at the Authority's option, constitute a default requiring the GEC promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the GEC remove, transfer, or reassign any individual identified on Appendix C except as instructed by, or with the prior written consent of, the Authority. The GEC shall use its best efforts to enhance continuity in the key personnel, sub consultants, and other employees regularly performing the services. The GEC shall notify and consult with the Authority regarding the scheduling of unusual or prolonged corporate activities, vacations, and other engagements by key personnel during which he/she is unavailable for the services. Individuals may be added to or deleted from Appendix C with the mutual consent of the GEC and the Authority.

11. **PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS.**

As may be directed by the Authority, key personnel shall meet with the Authority's Executive Director or his/her designee periodically (a) to assess the GEC's progress under this



Agreement and performance of the services and (b) to plan staffing levels to be provided by the GEC to the Authority for the upcoming period. The GEC shall permit inspections of its services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the GEC or inspections as the Authority thinks necessary.

**12. PERSONNEL AT AUTHORITY'S FACILITIES.**

The Authority may at any time require one or more of the GEC's managers and core staff and/or sub consultants to office at the Authority's administration building or other facility. While working at any of the Authority's facilities, the GEC's personnel and sub consultants shall comply with the Authority's work place policies and abide by the Authority's standards of employee conduct. The GEC shall take all steps required to ensure the proper coordination and exchange of information among the locations at which the services are performed.

**13. OWNERSHIP OF PLANS.**

**a. GENERALLY.**

Notwithstanding any provision in this Agreement or in common law or statute to the contrary all of the plans, tracings, estimates, specifications, computer records, discs, tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, logs, test procedures, test data, recommendations, reports and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the GEC, including all methods to generate any of the above and all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, are and at all times shall be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; GEC hereby assigns any and all rights and

interests it may have in the foregoing to the Authority, and GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect rights and interests in the foregoing; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the GEC a revocable license to retain and utilize the foregoing materials for the limited purpose of fulfilling GEC's obligations under this Agreement, said license to terminate and expire upon the earlier to occur of (a) the completion of services described in this Agreement or (b) the termination of this Agreement, at which time the GEC shall deliver to the Authority all such materials and documents. If the GEC or a sub consultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the services, it shall secure the prior written approval of the Authority. The GEC shall retain its copyright and ownership rights in its own back-office databases and computer software that are not developed for the Authority or for purposes of this Agreement. Intellectual property developed, utilized, or modified in the performance of services for which the GEC is compensated under the terms of this Agreement shall remain the property of the Authority, GEC hereby agrees to provide reasonable cooperation as may be requested by the Authority in connection with the Authority's efforts to perfect or protect such intellectual property. The Authority retains an unrestricted license for software packages developed in whole or in part with Authority funds.

**b. SEPARATE ASSIGNMENT.**

If for any reason the agreement of the Authority and the GEC set forth in subsection 13.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the GEC hereby assigns and agrees to assign to the

Authority all right, title, and interest that GEC may have or at any time acquire in said work product and other materials, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the GEC to the Authority and resulting from the services performed under this Agreement are intended by the GEC solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the GEC shall have no liability for the use by the Authority of any work product generated by the GEC under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse or modification of such work product without the prior written consent of the GEC shall be at the sole risk of the Authority.

**14. WORK AUTHORIZATIONS / LETTER AGREEMENTS.**

**a. FORMAL WORK AUTHORIZATIONS.** Work shall be in accordance with the scope, schedule, and budget set forth in each Formal Work Authorization. The standard form of Formal Work Authorization is attached hereto as Appendix D and made a part hereof, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority. Upon oral directive from the Authority, the GEC shall prepare the Formal Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Formal Work Authorization is approved and fully executed. The basis for payment on each Formal Work Authorization will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Formal Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The maximum fee allowable for the performance of services under each Formal Work Authorization shall be computed as described in Section 4. The costs associated with work

performed on any Formal Work Authorization will be tracked and reported to the Authority separately from other work performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Formal Work Authorization.

Work Authorization Nos. 1.7, 2.5, 7.2 and 11 which were approved under the GEC Agreement between the Mobility Authority and Atkins North America, Inc. dated January 10, 2010 are hereby incorporated into this Agreement for all purposes and shall remain in full force and effect until terminated as provided herein.

**b. LETTER AGREEMENTS.** Work shall be in accordance with the budget documented in each Letter Agreement and in accordance with the scope in Appendix A. In relation to the Authority's annual budget development and Board approval process, the Authority and the GEC will identify an annual work program and associated budget for those activities identified for a given fiscal year. The Authority and GEC may prepare Letter Agreements to formally document a portion of said fiscal year budget as a not to exceed amount to be paid to the GEC in return for the performance of the associated services. No work shall begin on these services until the Letter Agreement is approved and fully executed by the Authority's Executive Director or his designee. The basis for payment on each Letter Agreement will be either (i) lump sum, (ii) cost plus to a maximum, or (iii) unit billing rate, or some combination of these methods, as stipulated in the Letter Agreement. In neither case will the maximum be exceeded without prior written approval from the Executive Director or his designee. In no event shall the amount of a Letter Agreement exceed the amount identified in the Authority's annual budget associated with those activities to be performed by the GEC. The maximum fee allowable for the performance of services under each Letter Agreement shall be computed as described in Section 4. The costs associated with work performed on any Letter Agreement will be tracked and reported to the Authority separately from other work

performed by the GEC. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Letter Agreement. The compensation for these services shall be in accordance with the Agreement. These services will not be performed by the GEC until directed by the Authority.

**15. SUBCONTRACTING**

Sub consultants must be approved in advance and in writing by the Executive Director or his/her designee. Notwithstanding said approval, all responsibility for subcontracted work shall remain strictly with the GEC. The sub consultants must be qualified to perform all work assigned to them. In the event services of a sub consultant are authorized, the GEC shall obtain a schedule of rates, and the Authority shall review and must approve, in its discretion, any rates, including overhead, to be paid to the sub consultant pursuant to the Agreement.

**16. SUBLETTING.**

The GEC shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the prior written approval of the Executive Director or his/her designee. Responsibility for sublet, assigned or transferred work shall remain with the GEC.

**17. APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS.**

**a. WITNESS.**

If requested by the Authority or on its behalf, the GEC shall prepare such engineering or other exhibits and plats as may be requested for all hearings and trials related to any of the Projects, the services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the services, or the Authority's activities. Compensation and scope of services rendered under this

provision shall be governed by rates and terms and conditions of a mutually agreeable Work Authorization and/or Letter Agreement covering GEC's said expert witness services.

**b. MEETINGS.**

At the request of the Authority, the GEC shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, (d) at the site of any Project, or (e) any reasonably convenient location. Without limiting the foregoing, the GEC shall provide personnel for periodic meetings with underwriters, rating agencies, and other parties when requested by the Authority.

**18. COMPLIANCE WITH LAWS.**

The GEC shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation Code), and all amendments and modifications to any of the foregoing, if any. When requested, the GEC shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

**19. INSURANCE.**

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

**a. WORKERS' COMPENSATION INSURANCE.**

In accordance with the laws of the State of Texas and employer's liability coverage with a limit of not less than \$1,000,000.

**b. COMPREHENSIVE GENERAL LIABILITY INSURANCE.**

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

**c. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.**

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

**d. EXCESS LIABILITY INSURANCE.**

In an amount of \$5,000,000 per occurrence and aggregate.

**e. VALUABLE PAPERS INSURANCE.**

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

**f. ARCHITECTS AND/OR ENGINEERS PROFESSIONAL LIABILITY INSURANCE.**

GEC shall provide and maintain professional liability coverage, with limits not less than \$5,000,000 per claim and \$5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities,

including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the GEC and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier. The policy must provide that coverage extends a minimum of three (3) years beyond the GEC's completion of the services.

**g. GENERAL FOR ALL INSURANCE.**

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

All policies are to be written through companies (a) authorized to transact that class of insurance in the State of Texas; (b) rated (i), with respect to the companies providing the insurance under subsections 19.a. through d., above, by A. M. Best Company as "A-X" or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 19.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies authorized to transact that class of insurance in the State of Texas.

Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 19.b., c., and d., above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, and directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the



negligent or willful acts or failures to act by the GEC, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. Certificates shall also indicate that the contractual liability assumed in Section 21, below, is included.

The insurance carrier shall include in each of the insurance policies required under subsections 19.a., b., c., d., e., and f., the following statement: “This policy will not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director”

**20. RELATIONSHIP BETWEEN THE PARTIES.**

Notwithstanding the Authority’s sharing of space with the GEC, the anticipated collaboration between the personnel of those organizations, or any other circumstances, the relationship between the Authority and the GEC shall be one of an independent contractor. The GEC acknowledges and agrees that neither it nor any of its employees, sub consultants, or subcontractors shall be considered an employee of the Authority for any purpose. The GEC shall have no authority to enter into any contract binding upon the Authority, or to create any obligation on behalf of the Authority. As an independent contractor, neither the GEC nor its employees shall be entitled to any insurance, pension, or other benefits customarily afforded to employees of the Authority. Under no circumstances shall the GEC, or its employees, sub consultants, or subcontractors, represent to suppliers, contractors or any other parties that it is employed by the Authority or serves the Authority in any capacity other than as an independent contractor. The GEC shall clearly inform all suppliers, contractors and others that it has no authority to bind the Authority. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for the Authority whatsoever with respect to the liabilities,

obligations or acts of the GEC, its employees, sub consultants, or subcontractors, or any other person.

**21. AUTHORITY INDEMNIFIED.**

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

**ATTRIBUTABLE TO THE GEC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.**

Notwithstanding the foregoing, the GEC shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, construction scheduling, or safety precautions and programs in connection with the Project unless development or oversight of such matters is specifically assigned to the GEC; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to the GEC, to fulfill contractual responsibilities to the Authority or to comply with federal, state or local laws, regulations and codes; or (c) procuring permits, certificates and licenses required for any construction unless such procurement responsibilities are specifically assigned to the GEC in accordance with this Agreement.

**22. DELIVERY OF NOTICES, ETC.**

**a. NOTICES TO THE AUTHORITY.**

All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the **Central Texas Regional Mobility Authority**, 3300 N. IH-35, Suite 300, Austin, Texas 78705, Attn: Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the GEC.

**b. NOTICES TO THE GEC.**

All written notices, demands, and other papers or documents to be delivered to the GEC under this Agreement shall be delivered to **Atkins North America, Inc.**, 3300 N IH-35, Suite 390, Austin, Texas 78705, Attn: Gregory S. Blake, until a project office is established or at such other place or places as the GEC may designate by written notice delivered to the Authority.

**c. DATE OF DELIVERY.**

All written notices, demands, and other papers or documents served upon the Authority or the GEC in the aforesaid manner shall be deemed served or delivered for all purposes hereunder

either (a) three (3) days after the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

**23. REPORTS OF ACCIDENTS, ETC.**

Within twenty-four (24) hours after occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (including an employee or sub consultant or employee of a sub consultant of the GEC) which results from or involves any action or failure to act of the GEC or any employee, sub consultant, employee of a sub consultant, or agent of the GEC or which arises in any manner from the performance of this Agreement, the GEC shall send a written report of such accident or other event to the Authority, setting forth a full and concise statement of the facts pertaining thereto. The GEC also shall immediately send the Authority a copy of any summons, subpoena, notice, or other documents served upon the GEC, its agents, employees, sub consultants, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the GEC's performance of the services under this Agreement.

**24. AUTHORITY'S ACTS.**

Anything to be done under this Agreement by the Authority may be done by such persons, corporations, firms, or other entities as the Authority may designate.

**25. LIMITATIONS.**

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the

extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

**26. CAPTIONS NOT A PART HEREOF.**

The captions or subtitles of the several sections, subsections, and divisions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its sections, subsections, divisions, or other provisions.

**27. 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.

**28. TIME OF ESSENCE.**

Time is of the essence with respect to the performance and completion of all the services to be furnished by the GEC pursuant to Work Authorizations and/or Letter Agreement issued in accordance with Section 14 and which specify an agreed-upon completion or deliver date. Without limiting the foregoing, the GEC shall endeavor to furnish all services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, design, or construction of the Projects will be caused by or are in any way attributable to the GEC.

**29. SEVERABILITY.**

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

**30. SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the Authority, the GEC, and their respective heirs, executors, administrators, successors, and permitted assigns.

**31. AUTHORIZATION.**

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement.

**32. INTERPRETATION.**

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

**33. CONFLICTS OF INTEREST.**

The GEC and its sub consultants shall at all times comply with the Conflict of Interest Policy adopted by the Authority. Questions regarding potential conflicts of interest shall be addressed to the Executive Director or his/her designee, for resolution.

The GEC represents and warrants to the Authority, as of the Effective Date of this Agreement and throughout the term hereof, that it, its employees and sub consultants (a) have no financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the GEC, except as expressly disclosed in writing to the Authority, (b) shall discharge their consulting engineering responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder.

**34. THE COMPLETE AGREEMENT.**

This Agreement sets forth the complete agreement between the parties with respect to the services and expressly supersedes all other agreements (oral or written) with respect thereto.

**IN WITNESS WHEREOF**, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts hereof as of the Effective Date first above written.

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GEC:**

**ATKINS NORTH AMERICA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **APPENDIX A SCOPE OF SERVICES**

The following describes the generic scope of consultant services that the GEC may be requested to provide. It is the intent of The Mobility Authority to enter into a Work Authorization type agreement where a specific scope and fee will be developed for each work authorization.

### **1. Program Management**

The GEC shall furnish a Program Manager, Deputy Program Manager, and Project Managers to provide overall management of assigned projects through all stages of development beginning with the feasibility stage through construction of the project. The Program Manager will manage all activities assigned to the GEC and coordinate their activities with the staff of The Mobility Authority. The Program Manager will be responsible for ensuring the GEC services are provided on time, on schedule and meet quality standards. This Key Personnel Position must be able to convert technical information to understandable public messaging. The Program Manager must coordinate projects through all departments of The Mobility Authority, and ensure all aspects of project are properly documented and managed by their staff.

### **2. Preparation or Management of Preliminary/Feasibility Project Details**

GEC Services shall be inclusive of all services required to identify potential routes to the extent necessary to estimate and evaluate the cost, environmental impacts and technical feasibility of alternate routes. The projects may consist of new location or expansion of existing facilities including managed lanes projects.

Fiscal feasibility analyses of the potential of financing from capital created by the issuance of turnpike revenue bonds or other sources will be conducted jointly among The Mobility Authority, the GEC, the traffic and revenue engineers, financial advisors, general counselors, bond counselors, and investment bankers separately retained by The Mobility Authority. Indications of potential revenue bond financing feasibility can lead to more intensive services being required of the GEC and will be tailored to fit each turnpike prospect.

### **3. Preparation or Management of Environmental Documents**

For all projects the GEC may produce the Environmental Documents necessary for environmental clearance based on NEPA requirements. For larger projects, the GEC in coordination with The Mobility Authority staff may procure, manage and monitor a third party consultant who will perform the services required to obtain environmental

clearance for the project. The GEC will be expected to provide oversight services for all required disciplines. The GEC will be responsible for ensuring compliance with all applicable regulations, permitting requirements, and be capable of preparing risk assessments of various alternatives.

#### 4. Preparation or Management of PS&E Documents

For smaller projects the GEC may prepare PS&E Documents necessary for the bidding and construction of projects ranging from roadway to small structures required for The Mobility Authority to perform its operations and maintenance activities. For larger projects, the GEC in coordination with The Mobility Authority staff will procure, manage and monitor a third party who will be responsible for designing and bidding the project if it is to be delivered in a traditional design/bid/build method. The GEC will be expected to provide oversight services for all technical services required to design the complete project.

The projects may be delivered using the design/build or public/private/partnership method in which case the GEC will actively manage the procurement activities.

The GEC will need to ensure compliance with TxDOT's LGPP requirements, the Texas Administrative Code and other applicable State and Federal regulations.

#### 5. Procurement Services

The GEC will assist The Mobility Authority in the procurement of a variety of contractors including Design/Build, 3P, Design, Environmental, Construction, CE&I, Geotechnical, Surveying, Maintenance and other professional services as required. All contracts will be procured in conformance with The Mobility Authority's Procurement Policy. The GEC will need to be able to provide a team that is capable of actively managing the entire procurement process, and ensure that The Mobility Authority is managing the risk register appropriately.

#### 6. Tolling & ITS System Services

The GEC should be knowledgeable of All Electronic Tolling (AET) and dynamically priced tolling systems, including toll system and communication infrastructure requirements. Their toll systems capability should include design, maintenance requirements, integration oversight and testing.

The GEC should be knowledgeable of Traffic Management Centers and ITS systems and communication infrastructure including traffic detection, CCTV and DMS. Their ITS

capability should include design, maintenance requirements, integration oversight and testing.

## 7. Public Involvement Services

Proposer's primary responsibility will be the oversight and implementation of robust and proactive community outreach as well as other communication initiatives. They will be a strategic, forward-thinking partner, immersed in all CTRMA projects and programs, accountable to success metrics, working for and with the Communications Department and be able to fully collaborate with other communications consultants. Specific roles are shown below.

During Environmental phase, the GEC PI team will provide oversight and implementation of public involvement activities per NEPA requirements and the CTRMA standards for an elevated and unique commitment to community outreach and informed consent building.

During the Construction phase, the GEC PI team will provide oversight and implementation of construction communications as directed by the Communications Department, including a robust Good Neighbor program.

During the Open-to-Tolling and Operations phase, the GEC PI team will assist the Communications Department with toll tag marketing, maintenance outreach and any other need specific to the assigned corridor.

The GEC PI team will also support the Communications Department with public involvement, outreach and other communication services including but not limited to agency branding, graphic design, website development and management, social media, communication tool creation and management, copy creation and management, and industry relations.

## 8. Scheduling Services

The GEC will provide scheduling services for both specific projects as well as a programmatic master schedule, consisting of multiple projects using all available scheduling resources ranging from spreadsheets to P6. The GEC should be able to utilize schedules in the actual management and oversight of projects. Oversight will include the independent verification of contractor schedule including development of early indicators of potential schedule slippage. Schedules will include all aspects of total project including T&R, ROW, utilities and finance. The GEC should provide improvements for the scheduling system utilized by The Mobility Authority.

## 9. Toll & Traffic Operations Services

The GEC should be knowledgeable in regards to revenue collection including; AVI processing and reconciliation, interoperability, back office processing, video billing, violation processing, enforcement and collections.

The GEC should be knowledgeable in the operations of Traffic Management Centers and ITS including incident detection and response, dispatch, tracking, incident clearance and reporting.

The GEC should be knowledgeable of Traffic Management Centers and ITS systems and communication infrastructure including traffic detection, CCTV and DMS. Their ITS capability should include design, integration and testing.

The GEC should also be capable of performing all standard traffic performance and capacity models including simulation models. They should be experienced in presenting results in both tabular and visual format to technical and lay audiences.

## 10. CE&I Services

For smaller projects, the GEC may provide complete CE&I services. For larger projects, the GEC in coordination with Mobility Authority staff may procure, manage and monitor a third party who will be responsible for some or all of the CE&I services. The GEC will be responsible for any coordination required between the CE&I Contractor and the Design Contractor. The GEC will be required to provide auditing capabilities to verify contractor compliance, as well as CE&I compliance with the applicable contractual requirements.

## 11. Renewal/Replacement Maintenance Support Services

The GEC shall assist in a systematic management process to plan and budget for known cyclic repair and replacement requirements that extend the life and retain usable condition of facilities and systems that are not normally contained in the annual operating budget.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish major maintenance projects.

## 12. Maintenance Oversight Services

The GEC should be knowledgeable of maintenance operation support and oversight for all maintenance operations programs including but not limited to maintenance of roads, bridges and drainage systems, facility maintenance, vegetation management, emergency operations such as, snow and de-icing efforts.

The GEC shall be knowledgeable in regards to the design of plans, specifications, competitive bidding and the required oversight to accomplish routine maintenance.

## 13. Utility Relocation Services

The GEC will provide a Utility Relocation Manager who will assist The Mobility Authority in the relocation of utilities required by construction of its projects. Services may include identification of utilities to be relocated from existing records, procurement and oversight of a SUE Contractors, procurement and oversight of specialty utility design consultants and preparation and negotiation of Utility Agreements with affected utility owners.

## 14. ROW Services

The GEC will provide a ROW Manager who will assist The Mobility Authority in the procurement of ROW services by a third party Contractor and will assist The Mobility Authority staff in the management, coordination with other project team members and the oversight of the ROW Contractor. The GEC may provide Full ROW services on small or special projects. All ROW will be acquired and any relocations made according to TxDOT and FHWA standards.

## 15. Programmatic Services

The GEC may provide Programmatic Services which include coordination, monitoring and providing input to the MPO and TxDOT planning activities including the UTP, TIP and other long range planning including financial considerations and limitations.

## 16. Administrative Support Services

The GEC may provide administrative support on an as need basis to the various departments of The Mobility Authority which consist of Engineering, Finance, Tolling, Communications, Legal and IT.

## 17. Asset Management Services

The GEC may provide support services in regards to inspecting, inventorying and reporting on the condition and status of The Mobility Authority's assets as required by the Government Accounting Standards Board or The Mobility Authority's policy. The GEC will be integrally involved in the implementation, operation, and management of an Asset Management system, and provide recommendations and expertise to The Mobility Authority.

## 18. Contract/LGPP Support Services

The GEC may provide support services in regards to tracking and reporting the various requirements that The Mobility Authority is required to meet from agreements such as Bond Covenants, Loan Agreements and LGPP requirements. The GEC will provide services to ensure that reimbursement from other agencies is maintained at all times.

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

143.77% 2017 Home Overhead Rate  
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**ATKINS  
2017 Rate Schedule**

**2017 Job Classifications and Salary Structure for Atkins**

<b>GRADE</b>		
<b>US01</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Administrative Trainee
\$ 15.00		High School Intern
		Technical Trainee
		TOC Customer Service Representative
		TOC Operator Trainee
<b>US02</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Office Services Assistant I
\$ 16.88		Survey Field Data Assistant I
<b>US03</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		<b>Emergency Management Technical Aide</b>
\$ 18.13		Office Services Assistant II
		Technical Aide I
		TOC Operator I
		Web Content Assistant
<b>US04</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		HRMS Data Entry Operator
\$ 21.63		Intern I
		Office Services Assistant III
		Project Assistant I
		Receptionist I
		Survey Field Data Assistant II
		TOC Operator II
<b>US05</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		CAD Technician Trainee
\$ 21.25		Field Technician I
		Junior Field Representative
		Lab Technician I
		Technical Aide II
		TOC Operator III
<b>US06</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>		Benefits Assistant I
\$ 23.37		Intern II
		Project Assistant II
		Receptionist II
		<b>Retro-Commissioning Technician I</b>
		Survey Field Data Specialist I
		TOC Assistant Traffic Specialist

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<b>US07</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
\$ 28.75	<b>Max</b>	Accounts Payable Clerk I
		CAD Technician I
		Cash Applications Specialist I
		<b>Emergency Management Technician I</b>
		Field Technician II
		Graphic Designer I
		Human Resources Representative I
		<b>Invoicing Specialist I</b>
		Lab Technician II
		Project Collections Specialist I
		<b>Recruiting Assistant</b>
		REM Fleet Specialist
		ROW Technician I
		Sr Word Processor I
		Survey Field Data Specialist II
	Technician I	
<b>US08</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
\$ 33.46	<b>Max</b>	Accounts Payable Clerk II
		Benefits Assistant II
		Building Maintenance Technician
		CAD Technician II
		Cash Applications Specialist II
		<b>Emergency Management Technician II</b>
		Field Representative
		Graphic Designer II
		<b>Invoicing Specialist II</b>
		Payroll Specialist
		Project Assistant III
		Project Collections Specialist II
		<b>Project Costing Specialist</b>
		<b>Retro-Commissioning Technician II</b>
		Sr REM Fleet Specialist
	Sr Survey Field Data Specialist I	
	Technician II	
	TOC Assistant Supervisor	
	TOC Assistant Trainer	
	<b>TOC Traffic Analyst I</b>	
<b>US09</b>	<b>EXEMPT</b> <b>**minimum salary for Exempt positions is \$47,476</b>	<b>NON-EXEMPT</b>
\$ 35.96	<b>Max</b>	Accountant I
		CAD Technician III
		Administrative Coordinator I
		Contract Specialist
		<b>Applications Developer I</b>
		<b>Data Validation Specialist I</b>
		<b>Aerospace Engineer I</b>
		Desk Side & Technology Support Analyst
		Architect I
		Digital Services Resource Specialist
		<b>Benefits Coordinator I</b>
		ROW Technician II
		CAD Designer I
	Sr Accounts Payable Clerk I	
	Compensation Analyst I	
	<b>Sr Emergency Management Technician I</b>	
	Construction Management Representative I	
	Sr Graphic Designer I	
	Contracts Administrator I	
	<b>Sr Multimedia Design Specialist I</b>	
	<b>Data Validation Specialist I</b>	
	Sr Multimedia Designer I	
	Database Administrator I	
	Sr Survey Field Data Specialist II	



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CY 2017 Rates

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<b>US09</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
\$ 35.96	<i>Contd</i>	
	Designer I	Sr Technician I
	Document Control Coordinator I	Sr Word Processor II
	Engineer I	<b>TOC Traffic Analyst II</b>
	Estimator/Scheduler I	XA Office Administrative Assistant
	GDP Engineer I	
	Geomaticist I	
	GIS Analyst I	
	<b>Global Mobility Coordinator I</b>	
	<b>HR Business Partner I</b>	
	<b>Human Resources Coordinator I</b>	
	ITS Analyst I	
	Landscape Architect I	
	Learning and Development Coordinator I	
	Legal Administrative Coordinator	
	<b>Legal Contracts Administrator I</b>	
	Marketing Systems Analyst	
	Office Engineer I	
	Operations Coordinator I	
	Payroll Tax Coordinator	
	Planner I	
	Project Coordinator I	
	Project Engineer I	
	Project Financial Analyst I	
	Proposal Content Specialist I	
	Proposal Coordinator I	
	Public Information Specialist I	
	Recruiter I	
	ROW Agent I	
	Safety Health and Environment Coordinator	
	Scientist I	
Software Developer I		
Surveyor I		
Tax Accountant I		
Technical Coordinator I		
TOC Supervisor		
TOC Traffic Analyst I		
TOC Trainer I		
Tolls Analyst I		
<b>Tolls Financial Analyst I</b>		
Treasury Analyst I		
<b>US10</b>	<b>EXEMPT</b> <b>** minimum salary for Exempt positions is \$47,476</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Accountant II	<b>Data Validation Specialist II</b>
\$ 42.84	Administrative Coordinator II	Marketing Assistant
	<b>Aerospace Engineer II</b>	<b>Retro-Commissioning Technician III</b>
	Applications Developer II	Sr Accounts Payable Clerk II
	Architect II	Sr Desk Side & Technology Support Analyst
	CAD Designer II	<b>Sr Emergency Management Technician II</b>
	Compensation Analyst II	Sr Field Representative I
	Construction Management Representative II	Sr Graphic Designer II
Contracts Administrator II	Sr Multimedia Designer II	

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CY 2017 Rates

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**ATKINS  
2017 Rate Schedule**

<b>US10</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<i>Contd</i>		
	<b>Data Validation Specialist II</b>	Sr Project Assistant
	Designer II	Sr Support and Quality Assurance Specialist
	Engineer II	Sr Survey Field Data Specialist III
	Estimator/Scheduler II	Sr Technician II
	Geomaticist II	Web Designer
	GIS Analyst II	
	<b>Human Resources Coordinator II</b>	
	<b>HR Business Partner II</b>	
	ITS Analyst II	
	Landscape Architect II	
	Learning and Development Coordinator II	
	Legal Contracts Administrator II	
	Office Engineer II	
	Operations Coordinator II	
	Planner II	
	Product Specialist I	
	Project Coordinator II	
	<b>Project Costing Coordinator</b>	
\$ 42.84	Project Financial Analyst II	
	Proposal Content Specialist II	
	Proposal Coordinator II	
	Public Information Specialist II	
	Recruiter II	
	ROW Agent II	
	Scientist II	
	Software Developer II	
	Sr Web Designer	
	Support and Quality Assurance Lead	
	Surveyor II	
	Systems Administrator	
	Tax Accountant II	
	Technical Coordinator II	
	Technical Editor	
	TOC Trainer II	
	Tolls Analyst II	
	<b>Tolls Financial Analyst II</b>	
	<b>Treasury Analyst II</b>	
	XA Office Coordinator	
<b>US11</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Assistant Collections Manager	Retro-Commissioning Field Supervisor
	Associate Construction Manager	Sr CAD Technician
	Business Analyst	Sr Field Representative II
	CAD Manager	<b>Sr Graphic Designer</b>
	Corporate Systems Administrator	<b>Sr Graphic Designer III</b>
	Creative Services Manager	<b>Sr Multimedia Design Specialist III</b>
\$ 50.19	Engineer III	<b>Sr Multimedia Designer III</b>
	Executive Operations Coordinator	Sr Survey Field Data Specialist IV
	<b>Fleet Supervisor</b>	
	HRMS Administrator	
	Human Resources Administrator	
	<b>Payroll Supervisor</b>	
	Project Financial Administrator	

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<b>US11 Contd</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
	Projects System Administrator	
	Proposal Manager I	
	<b>Revenue Accounting Manager</b>	
	Recruitment Lead	
	Sharepoint Systems Administrator	
	<b>Small Business Administrator</b>	
	Sr Accountant I	
	Sr Administrative Coordinator I	
	<b>Sr Aerospace Engineer I</b>	
	Sr Applications Developer I	
	Sr Architect I	
	Sr Contracts Administrator I	
	Sr Data Validation Specialist	
	Sr Database Administrator I	
	Sr Designer I	
	Sr Engineer I	
	Sr Estimator/Scheduler I	
	Sr Geomaticist I	
	Sr GIS Analyst I	
	<b>Sr Human Resources Coordinator</b>	
	Sr ITS Analyst I	
	Sr Landscape Architect I	
	Sr Learning and Development Coordinator	
	<b>Sr Legal Contracts Administrator I</b>	
	Sr Marketing Coordinator I	
	Sr Office Engineer I	
\$ 50.19	Sr Operations Coordinator I	
	Sr Planner I	
	<b>Sr Procurement Administrator</b>	
	Sr Program Analyst	
	Sr Project Engineer I	
	Sr Proposal Content Specialist I	
	Sr Proposal Coordinator	
	Sr Public Information Specialist	
	Sr Quality Assurance Analyst I	
	Sr ROW Agent I	
	Sr Scientist I	
	Sr Software Developer I	
	<b>Sr Subcontracts Administrator</b>	
	Sr Surveyor I	
	Sr Systems Administrator	
	Sr Tax Accountant I	
	Sr Technical Coordinator I	
	Sr Technical Editor	
	Sr Technology Procurement Administrator	
	Sr Technology Systems Analyst I	
	Sr TOC Traffic Analyst I	
	Sr Tolls Analyst I	
	<b>Sr Tolls Financial Analyst I</b>	
	Systems Consultant	
	Technology Security Administrator	
	TOC Operations Manager	
	Toxicology Lab Manager	

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US12	EXEMPT	NON-EXEMPT
\$ 62.50	<b>Max</b>	
	Accounts Payable Manager	
	Active Directory Administrator	
	Benefits Manager	
	Communications Systems Architect	
	Construction Manager	
	Contracts Manager	
	Corporate Facilities Leasing Manager	
	Desk Side & Technology Support Team Lead	
	<b>Digital Communications Manager</b>	
	External Financial Reporting Manager	
	Finance Manager	
	Health, Safety and Security Manager	
	Human Relations Manager	
	Information Systems Manager	
	<b>IT Project Manager</b>	
	Management Solutions Consultant I	
	Marketing Manager	
	Payroll Manager	
	<b>Procurement Manager</b>	
	Product Specialist II	
	Project Controls Manager	
	Project Financial Manager	
	Project Manager	
	Proposal Manager II	
	Public Relations Manager	
	Pursuits/Capture Manager	
	Recruiting Manager	
	Revenue Accounting Manager	
	Safety Health and Environment Manager	
	Small Business Manager	
	<b>Sr Aerospace Engineer II</b>	
	Sr Applications Developer II	
	Sr Architect II	
	Sr Contracts Administrator II	
	Sr Corporate Systems Administrator	
	Sr Database Administrator II	
	Sr Designer II	
	Sr Engineer II	
	Sr Estimator/Scheduler II	
	Sr Geomaticist II	
	Sr GIS Analyst II	
	Sr IT Network Engineer	
	Sr ITS Analyst II	
	Sr Landscape Architect II	
Sr Marketing Coordinator II		
Sr Messaging Services Administrator		
Sr Office Engineer II		
Sr Planner II		
Sr Project Engineer II		
Sr Proposal Content Specialist II		

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2017 Rate Schedule**

<b>US12</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Contd</b>		
\$ 62.50	Sr ROW Agent II	
	Sr Scientist II	
	Sr Software Developer II	
	Sr SQL Server Developer	
	Sr Surveyor II	
	Sr Technical Coordinator II	
	Sr Technology Security Administrator	
	Sr Tolls Analyst II	
	<b>Sr Tolls Financial Analyst II</b>	
	Sr Web Content Manager	
	Subcontracts Manager	
	Superintendent	
	Tax Manager	
	Technical Manager I	
	Travel Manager	
	Treasury Manager	
<b>US13</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Applications Development Manager	
\$ 77.50	Assistant Controller	
	Business Development Manager	
	Corporate Marketing Manager	
	Desk Side & Technology Support Manager	
	Learning and Development Manager	
	Management Solutions Consultant II	
	Marketing Systems Manager	
	Project Resources Manager	
	Projects System Manager	
	Resident Engineer	
	<b>Sr Aerospace Engineer III</b>	
	Sr Architect III	
	Sr Construction Manager	
	Sr Contracts Manager	
	Sr Database Administrator III	
	Sr Designer III	
	<b>Sr Digital Communications Manager</b>	
	Sr Engineer III	
	Sr Estimator/Scheduler III	
	Sr Facilities Operations Manager	
	Sr Finance Manager	
	Sr Geomaticist III	
	Sr GIS Analyst III	
	Sr Human Resources Manager	
	<b>Sr Internal Communications Manager</b>	
	Sr ITS Analyst III	
	Sr Landscape Architect III	
	<b>Sr Marketing Communications Manager</b>	
	Sr Marketing Manager	
	<b>Sr Payroll Manager</b>	
Sr Planner III		
Sr Product Specialist		
Sr Project Controls Manager		
Sr Project Financial Manager		

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<b>US13</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Contd</b>		
\$ 77.50	Sr Project Manager	
	Sr Proposal Manager	
	<b>Sr Public Relations Manager</b>	
	Sr Pursuits/Capture Manager	
	Sr Revenue Accounting Manager	
	Sr ROW Agent III	
	Sr Scientist III	
	Sr Software Developer III	
	Sr Software Development Manager	
	Sr Surveyor III	
	Sr Systems Consultant	
	Sr Tax Manager	
	Sr Tolls Analyst III	
	System Integration Architect	
	Technical Manager II	
<b>US14</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Director - Business Support	
\$ 90.54	<b>Director - Facilities</b>	
	Director - Marketing and Proposals	
	Division Manager	
	Head of Policy and Process	
	National Pursuits/Capture Manager	
	Oracle Systems Director	
	<b>Procurement and Subcontracts Director</b>	
	Project Director	
	Regional Business Development and Sales Director	
	<b>Sr Aerospace Engineer IV</b>	
	Sr Architect IV	
	Sr Business Development Manager	
	Sr Engineer IV	
	Sr ITS Analyst IV	
	Sr Landscape Architect IV	
	Sr Management Solutions Consultant	
	Sr Planner IV	
	Sr Regional Human Resources Manager	
	<b>Sr Product Manager</b>	
	Sr Resident Engineer	
Sr Scientist IV		
Sr Technical Manager I		
Sr Tolls Analyst IV		
Technical Director		
<b>US15</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
<b>Max</b>	Accounting and Compliance Director	
\$ 112.21	<b>Aerospace Operations Manager</b>	
	Associate General Counsel	
	Business Development Director	
	Controller	
	Corporate Applications Director	
	Digital Development Director	
	Director - Transactional Accounting	

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<b>US15 Contd</b>	<b>EXEMPT</b>	<b>NON-EXEMPT</b>
\$ 112.21	<b>Director - Financial Management</b>	
	Head of IS Service Management - North America	
	Human Resources Director	
	Information Security Lead	
	Marketing Director	
	<b>National Pursuits/Capture Director</b>	
	Network Communications Director	
	Operations Manager	
	<b>PME Director</b>	
	Practice Director	
	Principal Technical Professional	
	<b>Procurement and Contracts Director</b>	
	Safety Health and Environment Director	
	Sector Manager	
	Sr Business Development Director	
	<b>Sr Director - Financial Management</b>	
	Sr Division Manager	
	Sr National Pursuits/Capture Manager	
	Sr Project Director	
	Sr Regional Business Development & Sales Director	
	Sr Technical Director	
	Sr Technical Manager II	
	Tax Director	
	<b>VP, Corporate Development</b>	

**Accent Aerial Photography  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Video Capture</b>	<b>Rate</b>
	First hour	\$ 350.00
	Per additional hour on-site	\$ 200.00
	Per hour for use of GH4 Cinematic Camera with Zenmuse Gimbal (only if specific by CTRMA)	\$ 450.00
<b>Still Photo Capture</b>		
	First hour	\$ 350.00
	Per additional hour on-site	\$ 200.00
<b>360° Interactive Spherical Panorama</b>		
	Each	\$ 800.00
	If 3 or more	\$ 600.00
	Annotations (Optional) - Street Names, Property Lines, etc.	\$ 250.00
	Per Occurance - changes to original annotations	\$ 150.00
	Each panorama photo capture only (no stitching)	\$ 500.00
<b>Purchase of Existing Images</b>		
	First photo	\$ 100.00
	Per additional photo	\$ 50.00
	Video per finished minute (1 minute minimum)	\$ 200.00
<b>Video Editing</b>		
	Per hour (3 hours minimum)	\$ 125.00
<b>Travel</b>		
	Per hour, drive time from Austin	\$ 50.00
	Mileage reimbursement per mile (IRS rate)	\$ 0.535
	Mobilization fee (for locations 50+ miles from Austin)	\$ 250.00

**Lump sum negotiations:** Individual tasks, specifically repetitive tasks, could be negotiated with written approval of the Mobility Authority.

**Additional rate negotiations:** Additional rates for efforts under this scope could be negotiated on an individual basis with written approval of the Mobility Authority.



AECOM  
2017 Rate Schedule

139.14% 2017 Overhead Rate

2017 SALARY STRUCTURE		
Hourly Salary Range		
	Job Title	Max
	Project Manager	\$ 100.10
	Senior Engineer	\$ 79.07
	CAD-Senior	\$ 83.74
	CAD	\$ 53.36
	Engineer	\$ 41.29
	Project Engineer	\$ 82.58
	Project Administrator	\$ 53.36
	Estimator - Senior	\$ 94.65

Billing Rates charged will be based on the following formula: **Direct Labor Cost x (1 + 2017 OH Rate)**

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Anderson Infrastructure, LLC  
2017 Rate Schedule

2017 BILLING RATES	
Job Title	Rate
Utility Manager	\$ 212.97
Unit Rates	Rate
Vehicles	\$1,000.00 per Month

**Note:** All expenses are included in the billing rates

Blonde Ambition Photo & Design  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Graphic Design / Artwork	\$ 77.00
	Graphic Design Rush (After Hours, Weekends, Holidays)	\$ 125.00
	Stock Photography, Graphics, Templates, etc. - quote as needed	

**Appendix B  
ATKINS GEC Contract**

**CJ Hensch Associates, Inc.  
2017 Rate Schedule**

<b>2017 Billing Rates</b>			
<b>Services</b>		<b>Unit</b>	<b>Per Count</b>
<b>Automated Counts</b>			
<b>1</b>	US 183A TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>2</b>	US 183A TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>3</b>	US 183A 48 hour volume counts	48 Hr	\$ 150.00
<b>4</b>	US 183A 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>5</b>	290 East TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>6</b>	290 East TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>7</b>	290 East 48 hour volume counts	48 Hr	\$ 150.00
<b>8</b>	290 East 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>9</b>	MoPac TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>10</b>	MoPac TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>11</b>	MoPac 48 hour volume counts	48 Hr	\$ 150.00
<b>12</b>	MoPac 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>13</b>	SH 71 Express TMC-AM/PM Peak hour -5hr	5 Hr	\$ 390.00
<b>14</b>	SH 71 Express TMC-AM/PM Peak hour -5hr-additional setups	5 Hr	\$ 490.00
<b>15</b>	SH 71 Express 48 hour volume counts	48 Hr	\$ 150.00
<b>16</b>	SH 71 Express 48 hour mainlane volume - video count by lane	48 Hr	\$ 300.00
<b>17</b>	US 183A 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50
<b>18</b>	290 East 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50
<b>19</b>	MoPac 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50
<b>20</b>	SH 71 Express East 24/7 Bike & Ped Counts	7d/24hr	\$ 961.50

Note: Additional setups needed for intersection counts requiring more than 1 camera

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Dandy Idea  
2017 Rate Schedule**

2017 BILLING RATES		
	Job Title	Rate
	Concept	\$ 140.00
	Design	\$ 140.00
	Copywriting	\$ 140.00
	Production	\$ 135.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**GRAM Traffic Counting, Inc.  
2017 Rate Schedule**

2017 Billing Rates			
Services		Unit	Per Counter
<b>Automated Counts</b>			
	Bi-Directional Volume counts	24 Hours	\$ 140.00
	Bi-Directional Volume Counts - Additional 24 Hours at same location	24 Hours	\$ 90.00
	Video Bi-Directional Volume Counts	Hourly	\$ 20.00
	Uni-Directional Volume Counts	24 Hours	\$ 110.00
	Uni-Directional Volume Counts - Additional 24 hours at same location	24 Hours	\$ 80.00
	Video Uni-Directional Volume Counts -	Hourly	\$ 20.00
	Speed Counts	24 Hours	\$ 180.00
	Speed Counts - Additional 24 Hours at same location	24 Hours	\$ 130.00
	Classification Counts	24 Hours	\$ 180.00
	Classification Counts - Additional 24 Hours at same location	24 Hours	\$ 130.00
	Video Classification Counts -	Hourly	\$ 25.00
	Urban Main Lane Volume Counts (per counter)	24 Hours	\$ 300.00
	Urban Main Lane Volume Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 190.00
	Video Urban Main Lane Volume Counts -	Hourly	\$ 25.00
	Rural Main Lane Volume Counts (per counter)	24 Hours	\$ 240.00
	Rural Main Lane Volume Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 180.00
	Video Rural Main Lane Volume Counts -	Hourly	\$ 20.00
	Urban Main Lane Speed & Classification Counts (per counter)	24 Hours	\$ 400.00
	Urban Main Lane Speed & Classification Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 275.00
	Rural Main Lane Speed & Classification Counts (per counter)	24 Hours	\$ 300.00
	Rural Main Lane Speed & Classification Counts (per counter) - Additional 24 hours at same location	24 Hours	\$ 200.00
	Video Turning Movement Count	Hourly	\$ 75.00
	Main Lanes - 24 Hours	24 hr.	\$ -
	Main Lanes - Additional 24 Hours at same location	24 hr.	\$ -
<b>Staff</b>			
	Turning Movement Count - 1 person intersection	Hourly	\$ 55.00
	Turning Movement Count - 2 person intersection	Hourly	\$ 110.00
	GPS Travel Runs	Hourly	\$ 65.00
	Ball Bank Studies	Hourly	\$ 65.00
	Stop Watch Travel Runs	Hourly	\$ -
	Pedestrian Count - 1 person intersection	Hourly	\$ 55.00
	Pedestrian Count - 2 person intersection	Hourly	\$ 110.00
	Radar Studies	Hourly	\$ 65.00
	Travel Time (first hour free)	Hourly	\$ 25.00
	Field Supervisor Time	Hourly	\$ 25.00
	Project Manager Time	Hourly	\$ 35.00
	Administrative Time	Hourly	\$ 20.00
	Photo and Diagrams	Intersection	\$ -

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**GRAM Traffic Counting, Inc.  
2017 Rate Schedule**

2017 Billing Rates			
Services		Unit	Per Counter
<b>Origin and Destination Surveys</b>			
	License Plate Capture - (per lane)	Hourly	\$ 350.00
	Field Survey (short form < 8 questions) 8 emps	Hourly	\$ 100.00
	Field Survey (short form > 8 questions) 12 emps	Hourly	\$ 150.00
	Field Survey (long form < 8 questions) 8 emps	Hourly	\$ 150.00
	Field Survey (long form > 8 questions) 12 emps	Hourly	\$ 200.00
	Traffic Control Plan Setup	Daily	\$ 1,000.00
	Law Enforcement - Person	Rate based on Municipality	
	Law Enforcement - Auto	Rate based on Municipality	

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Group Solutions RJW  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Job Title</b>	<b>Rate</b>
	Principal	\$ 185.00
	PI Manager	\$ 141.00
	PI Specialist	\$ 88.00



**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Jackson Walker, L.L.P.  
2017 Rate Schedule**

<b>2017 SALARY STRUCTURE</b>	
<b>Rate</b>	
<b>Job Title</b>	<b>Max</b>
Partner	\$ 585.00
Associate	\$ 400.00
Paralegal	\$ 255.00
Litigation Support	\$ 245.00
Librarian (research)	\$ 210.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**JAS Irrigation Design  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>	
<b>Job Title</b>	<b>Rate</b>
Principal	\$150.00
Licensed Irrigator	\$124.00
CAD Technician	\$ 66.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**John Hoffner, P.E.  
2017 Rate Schedule**

2017 BILLING RATES		
	Job Title	Rate (Hourly)
	Sustainable Energy Engineer	\$ 135.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**K Friese & Associates, Inc.  
2017 Rate Schedule**

**152.67%** 2017 Overhead Rate  
**133.00%** 2017 Negotiated Field Office Overhead Rate

<b>2017 SALARY STRUCTURE</b>		
		<b>Rate</b>
	<b>Job Title</b>	<b>Max</b>
	Principal	\$ 71.00
	Project Manager	\$ 70.50
	Senior Engineer	\$ 67.00
	Inspector	\$ 39.00
	Document Control	\$ 32.50
	Project Engineer	\$ 47.00
	CADD Technician	\$ 35.00
	Administrative Assistance	\$ 27.50

**Billing Rates charged will be based on the following  
formula: Direct Labor Cost x (1 + 2017 OH Rate) x 1.12**

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Land Strategies, Inc.  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Job Title</b>	<b>Rate</b>
	Senior Principal / Principal	\$ 225.00
	Professional Landscape Architect (ASLA)	\$ 95.00
	Senior Planner	\$ 140.00
	Senior Analyst	\$ 90.00
	Landscape Architect Level 1-4	\$ 80.00
	Project Manager/Coordinator	\$ 95.00
	Support/Administrative	\$ 55.00

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Lonestar Program Controls Group, LLC.  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Project Controls Manager	\$ 208.06
	Senior Scheduler	\$ 183.24
	Project Administrator	\$ 103.31

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Louthan Consulting, LLC.  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>	
<b>Job Title</b>	<b>Rate</b>
Principal	\$ 200.00

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Mario Espinoza  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>			
	<b>Job Title</b>	<b>Estimated Hours</b>	<b>Rate</b>
	Consultant	298	\$ 150.00 *

	<b>Expenses</b>	<b>Unit</b>	<b>Rate</b>
	Mileage	375	\$ 0.535

\* = Hourly billing rate depicted above is inclusive of all direct labor, overhead, operating margins, etc.



Martha P. Cotera dba Information Systems Development  
2017 Rate Schedule

2016 BILLING RATES	
Job Title	Rate (Max Hourly) *
Translation Services	\$ 80.00 *
Interpreter Services	\$ 80.00 *

\* Hourly Billing Rate depicted above is inclusive of all Direct Labor, Indirect Costs and Operating Margin

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Monkee-Boy  
2017 Rate Schedule

2017 BILLING RATES		Unit	Unit Cost
	<b>Services</b>		
	Hosting Support	hr	\$ 125.00
	Research & Strategy	hr	\$ 125.00
	Design	hr	\$ 125.00
	Front End Development	hr	\$ 125.00
	Content Load	hr	\$ 125.00
	Miscellaneous	hr	\$ 125.00
	Project Management	hr	\$ 125.00
	Web Marketing	hr	\$ 125.00
	Backend Development / Database Programming	hr	\$ 150.00
	Mobile Services (Strategy, Design, Development)	hr	\$ 150.00
	Urgent/Priority Billing	hr	\$ 150.00

**Multivista  
2017 Rate Schedule**

<b>2017 BILLING RATES</b>		
	<b>Services</b>	<b>Rate</b>
	Base Rate per Hour Flight Time	\$ 200.00 *
	<b>Employee</b>	<b>Rate</b>
	Steven Greer	\$ 133.400
	John Whitton	\$ 69.300
	<b>Lump Sum Negotiations</b>	<b>Rate</b>
	MoPac Corridor	\$ 1,800.000
	<b>Tasks</b>	<b>Rate</b>
	1 - Flight & video efforts for flight of the entire MoPac Corridor (after initial flight), 6HRS	\$ 1,200.000
	2 - Provide flight, video & onsite coordination with staff at 2 defined corridor locations, 2HRS	\$ 400.000
	3 - Provide flight, video & onsite coordination with staff at 5 defined corridor locations, 3.5HRS	\$ 700.000

\* = Hourly billing rate depicted above is inclusive of all direct labor, overhead, operating margins, etc.

Rifeline, LLC  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Principal	\$ 193.19
	Account Director	\$ 170.47
	Administration	\$ 56.31

RVi Planning + Landscape Architecture, Inc.  
CY 2017 Rate Schedule

CY 2017 BILLING RATES		
	Job Title	Rate
	Principal	\$ 250.00
	Project Director	\$ 200.00
	Project Manager	\$ 175.00
	Landscape Architect, Planner, Designer Production	\$ 150.00
	Technical, Administrative	\$ 100.00

**NOTE: All rates are inclusive of OH & Profit**

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Sheets & Crossfield, PC  
2017 Rate Schedule**

<b>Job Title</b>		<b>Rate</b>
<b>2017 BILLING RATES (LEGAL PERSONNEL)</b>		
	Partner	\$ 250.00
	Litigation Attorney	\$ 240.00
	Associate	\$ 225.00
	Paralegal/Support	\$ 125.00
<b>2017 BILLING RATES (NEGOTIATORS)</b>		
	Sr. ROW Manager	\$ 160.00
	Principal-Project Manager	\$ 150.00
	Sr. ROW Agent	\$ 125.00
	Review Appraiser	\$ 125.00
	Assistant Project Manager	\$ 115.00
	Sr. Relocation Assistant	\$ 100.00
	ROW Agent	\$ 85.00
	Relocation Assistant	\$ 85.00
	Administrative Support	\$ 65.00
	Admin/Clerical	\$ 60.00

SIGMA INFORMATION GROUP  
2017 Rate Schedule

2017 BILLING RATES		
	Job Title	Rate
	Network/System Admin (\$/HR)	\$ 145.00
	Monthly Backup Fees (flat monthly fee)	\$ 975.00
	Monthly Remote Monitoring and Management Fee (Rate is based upon 15 servers and 27 workstations. Rate will vary based upon number of computers.)	\$ 272.25

**Notes:** 1) Rates include overhead and profit

Sylva, LLC  
2017 Rate Schedule

145.00% 2017 Overhead Rate

2017 SALARY STRUCTURE		
		Rate
	Job Title	Max
	Senior Field Engineer	\$ 75.00
	Senior Field Technician	\$ 47.00
	Senior Inspector	\$ 43.00
	Inspector	\$ 34.00

Billing Rates charged will be based on the following formula:  
**Direct Labor Cost x (1 + 2017 OH Rate) x 1.12**



**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**TBG Partners  
2017 Rate Schedule**

<b>2017 SALARY STRUCTURE</b>		
	<b>Job Title</b>	<b>Rate</b>
	Principal	\$ 165.00
	Project Manager	\$ 85.00
	Senior Technician	\$ 120.00
	Technician	\$ 70.00
	Administrative Assistance	\$ 55.00
	Graphics/Public Relations Specialist	\$ 120.00
	Computer Data Rendering	\$ 0.12

**Appendix B  
ATKINS GEC Contract**

CY 2017 Rates

**Terracon Consultants, Inc.  
2017 Rate Schedule**

<b>2017 Billing Rates</b>			
		<b>Unit</b>	<b>Unit Cost</b>
<b>Personnel</b>			
	Consultant, Principal, Officer, P.E.	hr.	\$ 212.01
	Senior, Engineer, P.E./Geologist	hr.	\$ 177.16
	Project Manager	hr.	\$ 124.12
	Project Engineer /Geologist	hr.	\$ 107.38
<b>Transportation</b>			
	Vehicle Charge	day	\$ 59.45
	Mileage (outside Travis Co.), IRS Rate	mile	\$ 0.54
<b>Construction Materials Field Technicians (3 hr. minimum)</b>			
	Soil Technician	hr.	\$ 68.75
	Soil Technician, overtime	hr.	\$ 103.12
<b>Structural Steel Technician</b>			
	CWI	hr.	\$ 72.41
	CWI, overtime	hr.	\$ 108.61
	NDT,	hr.	\$ 89.15
	NDT, overtime	hr.	\$ 133.71
	Bolting Inspection	hr.	\$ 72.41
	Bolting Inspection, overtime	hr.	\$ 108.61
	Ultrasonic Test Equipment	day	\$ 97.80
	Reinforcing Steel Detection Equipment (Hilti Ferroskan)	day	\$ 239.20
<b>Geotechnical Field Services for Conventional Truck-Mounted Drill Rig</b>			
	Mobilization of Drill Rig (within 50-mile radius of office)	ea.	\$ 328.00
	Additional Mileage of Rig (beyond 50-mile radius from office)	mile ea/way	\$ 4.30
	Mobilization of Drill Crew Support Vehicle (within 25-mile radius of office)	day	\$ 54.80
	Addl Mileage of Support Vehicle (beyond 25-mile radius)	mile ea/way	\$ 2.15
	Drill Crew Hourly Rate (two-man crew)	hr.	\$ 219.35
	Drill Crew Per Diem	man-day	\$ 135.80
	Grouting of Borings with bentonite or sak-crete	ft.	\$ 5.30
	Minimum Drilling Fee	project	\$ 750.00
<b>Soil Sampling, using either 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling</b>			
	0 to 50 feet	ft.	\$ 15.70
	50 to 100 feet	ft.	\$ 18.95
	Auger boring (no sampling)	ft.	\$ 13.55
	Additional charge for using Hollow Stem Augers (if required)		
	0 to 50 feet	ft.	\$ 4.85
	50 to 100 feet	ft.	\$ 7.00
<b>Additional Shelby Tube or SPT samples</b>			
	0 to 50 feet	sample	\$ 21.70
	50 to 100 feet	sample	\$ 27.10
<b>TxDOT Cone Penetrometer tests</b>			
	0 to 50 feet	sample	\$ 27.10
	50 to 100 feet	sample	\$ 32.55
<b>Rock Coring, using either carbide or diamond-impregnated bits with Nx core barrels obtaining</b>			
<b>Soft formations:</b>			
	0 to 50 feet,	ft.	\$ 20.05
	50 to 100 feet	ft.	\$ 24.40

**Terracon Consultants, Inc.  
2017 Rate Schedule**

<b>2017 Billing Rates</b>		
	<b>Unit</b>	<b>Unit Cost</b>
<b>Hard formations:</b>		
0 to 50 feet,	ft.	\$ 22.20
50 to 100 feet	ft.	\$ 26.55
NOTE: a. Drilling with All-Terrain Vehicle (ATV) or Track-Mounted rigs in unusually soft, wet, and/or steep areas can be quoted upon request.		
b. Drilling to depths beyond 100 feet can be quoted upon request.		
c. Rock coring of very hard formations such as granite and marble can be quoted upon request.		
d. Any other special sampling or drilling technique can be quoted upon request, as needed.		
Oversized Rock Coring to allow for TxDOT Cone Testing	ft.	\$ 23.85
<b>Laboratory Strength and Volume Change Tests</b>		
Unconfined Compression Test (soil)	ea.	\$ 32.55
Unconfined Compression Test (rock)	ea.	\$ 38.00
<b>Triaxial Compression Tests:</b>		
Unconsolidated - Undrained	circle	\$ 200.00
Consolidated – Undrained (with pore-pressure measurements)	circle	\$ 478.00
<b>Direct Shear Test:</b>		
Consolidated - Undrained	point	\$ 173.90
Consolidated - Drained	point	\$ 271.60
<b>Absorption Swell Tests:</b>		
Single Pressure	test	\$ 81.45
Additional Pressures	ea.	\$ 54.30
Consolidation Test, regular with increasing load increments (max 7 loads)	ea.	\$ 478.00
Additional Load Increments	ea.	\$ 54.30
Plotted Time Curves	ea.	\$ 76.00
Additional Unload-Reload Cycles	ea.	\$ 119.35
<b>Testing of Soils and Base Materials</b>		
Sample Preparation (Tex-101-E)	ea.	\$ 59.45
Natural Moisture Content	ea.	\$ 9.70
Sieve Analysis (Tex-110-E, Part I)	ea.	\$ 65.00
Sieve Analysis (Tex-110-E, Part III)	ea.	\$ 65.00
Atterberg Limits (Liquid & Plastic Limits Tex-104-E, 105-E, & 106-E)	ea.	\$ 59.65
Percent Passing No. 200 Sieve (Tex-111-E)	ea.	\$ 43.25
Bar Linear Shrinkage of Soils (Tex-107-E)	ea.	\$ 40.20
Moisture Density Relationship (Tex-113-E)	ea.	\$ 233.50
Moisture Density Relationship (Tex-114-E, Part I or Part II)	ea.	\$ 233.50
Permeability of Silt or Clay (ASTM D 5084)	ea.	\$ 379.00
Soil Specific Gravity (Tex-108-E)	ea.	\$ 65.00
Chloride & Sulfate Content (Tex-620-J)	ea.	\$ 75.80
Soil pH value (Tex-128-E)	ea.	\$ 32.50
Soil Resistivity (Tex-129-E)	ea.	\$ 114.00
Density Determination (Shelby tube sample)	ea.	\$ 16.25
Hydrometer Analysis (ASTM D 422)	ea.	\$ 135.75
Laboratory CBR Tests	ea.	\$ 342.00
Soil-lime Relationship: PI Method	ea.	\$ 456.00
Soil-lime Relationship: pH Method	ea.	\$ 228.00

Appendix B  
ATKINS GEC Contract

CY 2017 Rates

Terracon Consultants, Inc.  
2017 Rate Schedule

2017 Billing Rates		
	Unit	Unit Cost
<b>Soils Field Services</b>		
In place density / moisture test, nuclear method (ASTM D 2922 / ASTM D	hr.	\$ 68.75
Soils Technician, overtime, per hour	hr.	\$ 103.12

**Zephyr  
2017 Rate Schedule**

2017 Salary Structure	
Job Title	Billing Rate
Principal Engineer/Scientist	\$ 230.00
Senior Consultant	\$ 210.00
Senior Technical Specialist	\$ 210.00
Senior Project Manager/Engineer/Scientist	\$ 195.00
Project 3 Manager/Engineer/Scientist	\$ 176.80
Project 2 Manager/Engineer/Scientist	\$ 165.00
Project 1 Manager/Engineer/Scientist	\$ 155.00
Senior Staff Engineer/Scientist	\$ 140.00
Staff 3 Enginner/Scientist	\$ 130.00
Staff 2 Engineer/Scientist	\$ 120.00
Staff 1 Engineer/Scientist	\$ 110.00
Natural Resources Specialist	\$ 110.00
Natural Resources Scientist	\$ 95.00
Senior Technician/Draftsman	\$ 90.00
Technician/Draftsman	\$ 80.00
Project Support Specialist	\$ 75.00
Administrative Assistant	\$ 55.00

## APPENDIX C

### KEY PERSONNEL

<u>Title</u>	<u>GEC Employee*</u>
Program Manager.....	Greg Blake
Deputy Program Manager.....	Dan McDuff
Design Managers .....	Dan McDuff
	Aaron Autry
	Dan Freeman
	Bubba Needham
	Charlotte Gilpin (K Friese)
Construction Managers .....	Don Nyland
	Darren Halla
Planner .....	Bubba Needham
Traffic Modeler.....	Shadi Hakimi
Scheduler .....	Jason Stuart (Lonestar PCG)
Procurement Manager.....	Aaron Autry
Environmental Manager.....	Ryan Hill
Public Involvement Manager.....	Elizabeth Story
Asset Manager .....	Michelle Stracener
Toll Operations Manager .....	Amanda Corson

\*May also be sub consultant. Subs listed in parentheses.

## APPENDIX D

### WORK AUTHORIZATION

WORK AUTHORIZATION NO. \_\_\_\_\_

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of \_\_\_\_\_, 2017 (the "Agreement"), between the **Central Texas Regional Mobility Authority** ("Authority") and **Atkins North America, Inc.** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*[Brief description of the Project elements to which this Work Authorization applies]*

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

A.1. GEC shall perform the following Services:

*[Enter description of the Scope of Services here for which this Work Authorization applies, or make reference to an attached Appendix]*

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.

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

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

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

*[Insert Schedule]*

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

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$ \_\_\_\_\_, based on the attached fee estimate. Compensation shall be in accordance with the Agreement.

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

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

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

#### **Section E. - Other Provisions**

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

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

**Authority:**

**CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY**

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

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

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

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

**GEC:**

**ATKINS NORTH AMERICA, INC.**

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

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

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

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





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #10**

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Approve funding for general engineering consulting services to provide oversight for the 183A Phase III project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$2,621,000 (Not to exceed)
Funding Source:	General Fund
Action Requested:	Consider and act on draft resolution

**Summary:**

This funding will allow continuation of GEC support services related to the development of the Project. Services shall continue until construction begins, currently planned for early 2020. Proposed services will include the following:

1. Project Oversight Support – General oversight of the project through final design and construction procurement. Services shall also consist of project management and oversight of the Mobility Authority’s design consultant.
2. Supplemental Preliminary and Environmental Services – Additional preliminary engineering and environmental services to extend the project limits past CR 258/CR 213 and modify ramp configurations to accommodate future TxDOT projects.
3. Design Consultant Procurement Support – Services shall consist of development of request for qualifications, scope of work and contract, coordination with TxDOT, and management of the procurement process.
4. Construction Inspection Consultant Procurement Support – Services shall consist of development of request for qualifications, scope of work and contract, coordination with TxDOT, and management of the procurement process.



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

**RESOLUTION NO. 17-0XX**

**APPROVE FUNDING FOR GENERAL ENGINEERING CONSULTING  
SERVICES TO PROVIDE OVERSIGHT FOR THE  
183A PHASE III PROJECT**

WHEREAS, the Mobility Authority is developing the 183A Phase III Project (“Project”) and is currently discussing a design phase project development agreement (“PDA”) with the Texas Department of Transportation (“TxDOT”) to establish the respective obligations of the Mobility Authority and TxDOT for the design of the Project; and

WHEREAS, by Resolution No. 16-089 dated November 30, 2016, the Board approved Work Authorization No. 5 authorizing the Mobility Authority’s general engineering consultants to provide support services on the Project; and

WHEREAS, the Executive Director has determined that additional general engineering consultant services will be required for the further development of the Project including project oversight support, supplemental preliminary and environmental services, design consultant procurement support, design consultant management/oversight support, construction inspection consultant procurement support and construction procurement support; and

WHEREAS, the Executive Director estimates the reasonable fees associated with these additional general engineering consultant services to be in an amount not to exceed \$2,621,000; and

WHEREAS, the Executive Director recommends the Board approve the expenditure of up to \$2,621,000 for additional general engineering consultant services for the Project.

NOW THEREFORE, BE IT RESOLVED that the Board approves the expenditure of an amount not to exceed \$2,621,000 for additional general engineering consultant services for the 183 North Project which will be allocated through the issuance of one or more Work Authorizations by the Executive Director or the Director of Engineering.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

#### **1.0 PROJECT OVERSIGHT SUPPORT**

##### **1.1 Project Management and Administration**

1. Manage the daily activities of the program.
2. Serve as the primary contact between CTRMA, TxDOT, design consultants, third party consultants, utility companies, public agencies, and the public.
3. Develop a Project Management Plan (PMP) specific to the project.
4. Develop, implement, and maintain a document controls plan.
5. Maintain project files for the length of the project.

##### **1.2 Project Reporting**

1. Provide updates to CTRMA on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
2. Track, monitor, and report on contracts and budgets.
3. Track, monitor, and prepare reports on DBE/HUB utilization by Prime and Segment Designers, and DBE/HUB programs.
4. Update the Monthly Project Delivery Report and present status at the CTRMA Project Development Status Meeting.
5. Prepare and maintain a Project Summary Report appropriate for distribution to elected officials and executives at partnering agencies.
6. Track and report on project issues in a timely manner and update the GEC Action Item list on a weekly basis.

##### **1.3 Project Scheduling**

1. Maintain a Master Project Schedule (P6 format) that will show critical milestones for the performance and coordination of services.
2. Monitor, evaluate, and validate all schedules produced by others (Segment Designers, Utility Companies, etc.) that are a subset of the Master Project Schedule.

##### **1.4 Project development support for project related activities including:**

1. CAMPO Plan and TIP Amendments
2. Engineering and technical support
3. Traffic modeling
4. TxDOT and FHWA coordination
5. T&R consultant coordination
6. Design Project Development Agreement compliance
7. Construction Project Development Agreement preparation, coordination, and negotiation
8. Interlocal Agreements with Williamson County

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

1.5 Financial planning coordination to support the Mobility Authority in financial planning related activities, including but not limited to:

1. Operation, Maintenance, and Renewal and Replacement Estimate updates
2. Project Cost Estimate Updates
3. Toll Feasibility Analysis Updates
4. Financial Advisor Support/Financial Plan Development
5. Loan and/or grant applications

1.6 Environmental Services

1. Agency coordination.
2. Document reviews, such as water pollution abatement plans (WPAP) prior to submission to the TCEQ.
3. Environmental and stakeholder commitment tracking.

1.7 Utility Coordination Services

1. Coordination with the design consultant and utility companies.
2. Utility conflict analysis.
3. Utility Agreement preparation, negotiation, & coordination.
4. Existing ILA utility agreement coordination and provide recommended utility easement location.

1.8 Public Involvement Services

GEC will provide public involvement outreach support on behalf of the Mobility Authority to include but not limited to neighborhood outreach, agency and elected official outreach services as requested by the Mobility Authority.

1.9 Tolls Systems/Facility Design

GEC will coordinate design activities between the Mobility Authority's toll system integrator and final design consultant as necessary

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

#### **2.0 SUPPLEMENTAL PRELIMINARY & ENVIRONMENTAL SERVICES**

1. Provide design, utility coordination, and environmental services to extend frontage roads past CR 258/CR 213.
2. Provide ramp and DC design, utility coordination, and environmental services at RM 2243 for interim and ultimate conditions.
3. Modify traffic modelling to include additional design services.
4. Conduct additional public involvement activities including up to (3) three targeted community/neighborhood meetings in concert with open house.
5. Conduct value engineering study, prepare report, and coordinate acceptance by TxDOT and FHWA.
6. Address 60% Final Comments from TxDOT/CTRMA (includes 1 TxDOT review meeting and 1 comment resolution meeting)
7. Summarize next steps for design consultant associated with 60% schematic.
8. Review and recommend Greenroads vs INVEST certification.

#### **3.0 DESIGN CONSULTANT PROCUREMENT SUPPORT**

##### **3.1 Project Management and Administration**

1. Participate in coordination meetings with the Mobility Authority, TxDOT and other stakeholders in development of procurement objectives and focus areas.
2. Develop/modify a baseline procurement schedule.
3. Develop Mobility Authority Board agenda items authorizing subject procurement.

##### **3.2 Final Request for Qualifications (RFQ) Development**

1. Develop Draft RFQ.
2. Develop Draft Preliminary Scope of Work.
3. Develop Draft Reference Documents.
4. Develop Draft Professional Services Contract.
5. Develop DBE Goal Determination, including associated coordination with TxDOT.
6. Coordinate with Mobility Authority Engineering and Legal staff related to their review of the Draft RFQ documents listed above.
7. Revise Draft RFQ documents to incorporate Mobility Authority comments.
8. Upon receipt of Mobility Authority approval, coordinate with TxDOT staff related to their review of the Pre-Final RFQ documents listed above.
9. Revise the Pre-Final RFQ documents to incorporate TxDOT comments, as directed by the Mobility Authority [resulting in Final RFQ documents].

##### **3.3 Final RFQ Release/Coordination**

1. Develop the formal Notice of Issuance.
2. Coordinate with Mobility Authority staff to post Notice of Issuance, as required.
3. Establish and maintain procurement specific webpage to contain RFQ documents, notifications, and associated procurement activities on the [www.civcastusa.com](http://www.civcastusa.com) website.

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

4. Develop presentation, materials, and associated preparations for Pre-Proposal Conference.
  5. Attend and provide support during Pre-Proposal Conference.
  6. Develop, manage, and coordinate responses to Consultant questions received through the procurement process, as required.
  7. Develop, manage, and coordinate Addenda to the RFQ as necessary to clarify and modify the procurement document/requirements, as required.
  8. Prepare correspondence (letters, email, memos, etc.) necessitated by the subject procurement process, as required.
  9. Prepare reports/presentations to provide updates to Mobility Authority on the procurement process/status.
- 3.4 Statements of Qualifications (SOQ) Evaluation
1. Develop draft SOQ evaluation criteria for the review and consideration of the Mobility Authority.
  2. Upon the acceptance of the SOQ evaluation criteria, develop an Evaluation Document containing guidelines and forms to be used during this portion of the procurement.
  3. Upon receipt of SOQ documents, assist in the processing of the documents. This will include logging and organizing the SOQs for distribution to the Evaluation Committee. cursory reviews of the Responses will also be included to determine consistency with the RFQ requirements.
  4. Participate in the evaluation of SOQs as part of the Evaluation Committee.
  5. Participate in Evaluation Committee meetings during the SOQ evaluation process. Consultant will also be responsible for preparations necessary to effectively facilitate associated meetings and resulting follow-up activities.
  6. Complete reference checks for each of the proposing entities submitting a SOQ. This effort will include the development of a standard email questionnaire, distribution of the email questionnaire, follow-up communications, and review/documentation of replies.
  7. Develop documentation necessary to support the Evaluation Committee's recommendation of Shortlisted Design Consultants (to partake in interviews) for presentation to/consideration by the Mobility Authority's Executive Director.
- 3.5 Shortlisted Design Consultant Interviews
1. Develop an Interview Guidelines document which will provide guidance to the Shortlisted Design Consultants. Included with this task will be participation in Interview Guidelines reviews & incorporation of modifications.
  2. Manage scheduling, communications, and logistics associated with interviews of Shortlisted Design Consultants.
  3. Assist in the development of Interview Questions to be asked of the Shortlisted Design Consultants.

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

4. Develop draft Shortlisted Design Consultant interview evaluation criteria for the review and consideration of the Mobility Authority. Included with this task will be participation in interview evaluation criteria, reviews, and incorporation of modifications.
  5. Upon the acceptance of the Interview evaluation criteria by the Evaluation Committee, develop an Interview Evaluation Document containing guidelines and forms to be used during the Shortlisted Design Consultant interviews.
  6. Participate in the evaluation of Shortlisted Design Consultant interviews as part of the Evaluation Committee.
  7. Participate in Evaluation Committee meetings during the Shortlisted Design Consultant interview evaluation process. CONSULTANT will also be responsible for preparations necessary to effectively facilitate associated meetings and resulting follow-up activities.
  8. Develop documentation necessary to support the Evaluation Committee's recommendation of a Selected Design Consultant for presentation to/consideration by the Mobility Authority's Executive Director.
  9. Develop Mobility Authority Board agenda items authorizing the award of the contract to the Selected Design Consultant.
- 3.6 Support the contracting efforts with the Selected Design Consultant Contracting
1. Develop a Program Manual that outlines and defines the program organization, roles & responsibilities, communication protocol, processes, and procedures to be utilized throughout the entire project.
  2. Prepare a refined Scope of Services documents for distribution to the Selected Design Consultants during the initial negotiations meeting.
  3. Prepare independent/internal fee estimates for the Mobility Authority's use. The intent of these documents is to provide the CTRMA an established fee range which can be used for comparison during fee negotiations with the Selected Design Consultant.
  4. Participate in contract negotiations process including review and comment on submittals made by the Selected Design Consultant.
  5. Participate in internal Mobility Authority meetings during the contract negotiations process. CONSULTANT will also be responsible for preparations necessary to effectively facilitate associated meetings and resulting follow-up activities.
  6. Develop documentation necessary to support the staff recommendation to execute a contract with the Selected Design Consultant for presentation to/consideration by the Mobility Authority's Executive Director.
  7. Develop Mobility Authority Board agenda items authorizing the execution of the contract with the Selected Design Consultant.
  8. Develop and transmit formal Notice to Proceed to the Selected Design Consultant.

## **4.0 DESIGN CONSULTANT MANAGEMENT/OVERSIGHT SUPPORT**

### **4.1 Design Consultant Contract Management**

1. Provide a DC Management Team to manage and oversee the DC's efforts on behalf of the Mobility Authority. This team will be led by a Corridor Manager who will serve as the



## DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC

### 183A PHASE III PROJECT

day-to-day contact and be responsible to provide project management coordination for the DC.

2. Evaluate each of the invoices and associated progress reports for completeness and accuracy as provided by the DC with the evidence of the work accomplished during the period since the previous report.
3. Provide written documentation of the invoice/progress report evaluation and make the appropriate recommendations to the Mobility Authority.
4. Maintain a schedule for billing and monitor budgets established for the DC.
5. Provide resolution and recommendations to any contract issues and provide response to Requests for Information and Requests for Clarification received from the DC as related to contract issues.
6. Assess requests for supplemental agreements as submitted by the DC and provide written recommendations to the Mobility Authority concerning validity of requests, proposed man-hours, and whether a supplemental agreement is warranted under the terms of the DC agreement.
7. Prepare independent estimate (pre-negotiation estimate) of proposed fee for supplemental agreements, as may be required.
8. Review supplemental agreements and contracts for spreadsheet accuracy using approved rates from the contracts prior to DC submittal to the Mobility Authority.
9. Support the Mobility Authority, as directed, in the preparation of final supplemental agreement documents for final processing.

#### 4.2 Design Consultant Document Reviews

1. Provide continual "Over the Shoulder" reviews of the DC work efforts/products to verify conformance to design specifications and enhance coordination with the DC.
2. Review submittals for completeness and coordinate reviews by discipline area specialists and appropriate personnel as applicable. Develop comment tracking logs documenting/detailing the results of the submittal reviews. The DC submittals that are associated with this specific scope include:
  - a. Engineering Reports & Supplementary Information
  - b. 30% Plan Submittal
  - c. 60% Plan Submittal
  - d. 90% Plan Submittal
  - e. 100% Plan Submittal
  - f. Final Plan Submittal
3. Provide requisite advance notice of submittals as outlined in the Design Project Development Agreement and coordinate directly with TxDOT Austin District, TxDOT Design Division, and FHWA to incorporate agency review results into the comment tracking logs.
4. Partake in comment review/resolution meetings with the DC.

#### 4.3 Project Meetings & Documentation

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

1. Facilitate Project Meetings to proactively ensure necessary coordination is occurring and issues are being resolved in a timely manner, including:
  - a. Design Coordination Meetings (Bi-Weekly)
  - b. Issue Resolution Meetings (As Needed)
2. Prepare Meeting Minutes and Action Items for each of the Project Meetings and distribute to attendees and appropriate Mobility Authority personnel.

## **5.0 CONSTRUCTION INSPECTION CONSULTANT PROCUREMENT SUPPORT**

### **5.1 Initial Planning**

1. Participate in coordination meetings with the Mobility Authority, TxDOT and other stakeholders in development of procurement objectives and focus areas.
2. Develop/modify a baseline procurement schedule.
3. Develop Mobility Authority Board agenda items authorizing subject procurement.

### **5.2 Final Request for Qualifications (RFQ) Development**

1. Develop Draft RFQ.
2. Develop Draft Preliminary Scope of Work.
3. Develop Draft Reference Documents.
4. Develop Draft Professional Services Contract.
5. Develop DBE Goal Determination, including associated coordination with TxDOT.
6. Coordinate with Mobility Authority Engineering and Legal staff related to their review of the Draft RFQ documents listed above.
7. Revise Draft RFQ documents to incorporate Mobility Authority comments.
8. Upon receipt of Mobility Authority approval, coordinate with TxDOT staff related to their review of the Pre-Final RFQ documents listed above.
9. Revise the Pre-Final RFQ documents to incorporate TxDOT comments, as directed by the Mobility Authority [resulting in Final RFQ documents].

### **5.3 Final RFQ Release/Coordination**

1. Develop the formal Notice of Issuance.
2. Coordinate with Mobility Authority staff to post Notice of Issuance, as required.
3. Establish and maintain procurement specific webpage to contain RFQ documents, notifications, and associated procurement activities on the [www.civcastusa.com](http://www.civcastusa.com) website.
4. Develop presentation, materials, and associated preparations for Pre-Proposal Conference.
5. Attend and provide support during Pre-Proposal Conference.
6. Develop, manage, and coordinate responses to Consultant questions received through the procurement process, as required.
7. Develop, manage, and coordinate Addenda to the RFQ as necessary to clarify and modify the procurement document/requirements, as required.
8. Prepare correspondence (letters, email, memos, etc.) necessitated by the subject procurement process, as required.

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

9. Prepare reports/presentations to provide updates to Mobility Authority on the procurement process/status.

#### **5.4 Statements of Qualifications (SOQ) Evaluation**

1. Develop draft SOQ evaluation criteria for the review and consideration of the Mobility Authority.
2. Upon the acceptance of the SOQ evaluation criteria, develop an Evaluation Document containing guidelines and forms to be used during this portion of the procurement.
3. Upon receipt of SOQ documents, assist in the processing of the documents. This will include logging and organizing the SOQs for distribution to the Evaluation Committee. cursory reviews of the Responses will also be included to determine consistency with the RFQ requirements.
4. Participate in the evaluation of SOQs as part of the Evaluation Committee.
5. Participate in Evaluation Committee meetings during the SOQ evaluation process. Consultant will also be responsible for preparations necessary to effectively facilitate associated meetings and resulting follow-up activities.
6. Complete reference checks for each of the proposing entities submitting a SOQ. This effort will include the development of a standard email questionnaire, distribution of the email questionnaire, follow-up communications, and review/documentation of replies.
7. Develop documentation necessary to support the Evaluation Committee's recommendation of Shortlisted Construction Inspection Consultants (to partake in interviews) for presentation to/consideration by the Mobility Authority's Executive Director.

#### **5.5 Shortlisted Construction Inspection Consultant Interviews**

1. Develop an Interview Guidelines document which will provide guidance to the Shortlisted Construction Inspection Consultants. Included with this task will be participation in Interview Guidelines reviews & incorporation of modifications.
2. Manage scheduling, communications, and logistics associated with interviews of Shortlisted Construction Inspection Consultants.
3. Assist in the development of Interview Questions to be asked of the Shortlisted Construction Inspection Consultants.
4. Develop draft Shortlisted Construction Inspection Consultant interview evaluation criteria for the review and consideration of the Mobility Authority. Included with this task will be participation in interview evaluation criteria, reviews, and incorporation of modifications.
5. Upon the acceptance of the Interview evaluation criteria by the Evaluation Committee, develop an Interview Evaluation Document containing guidelines and forms to be used during the Shortlisted Construction Inspection Consultant interviews.
6. Participate in the evaluation of Shortlisted Construction Inspection Consultant interviews as part of the Evaluation Committee.

## **DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC**

### **183A PHASE III PROJECT**

7. Participate in Evaluation Committee meetings during the Shortlisted Design Consultant interview evaluation process. CONSULTANT will also be responsible for preparations necessary to effectively facilitate associated meetings and resulting follow-up activities.
8. Develop documentation necessary to support the Evaluation Committee's recommendation of a Selected Construction Inspection Consultant for presentation to/consideration by the Mobility Authority's Executive Director.
9. Develop Mobility Authority Board agenda items authorizing the award of the contract to the Selected Construction Inspection Consultant.

#### **5.6 Support the contracting efforts with the Selected Design Consultant Contracting**

1. Develop a Program Manual that outlines and defines the program organization, roles & responsibilities, communication protocol, processes, and procedures to be utilized throughout the entire project.
2. Prepare a refined Scope of Services documents for distribution to the Selected Construction Inspection Consultants during the initial negotiations meeting.
3. Prepare independent/internal fee estimates for the Mobility Authority's use. The intent of these documents is to provide the CTRMA an established fee range which can be used for comparison during fee negotiations with the Selected Construction Inspection Consultant.
4. Participate in contract negotiations process including review and comment on submittals made by the Selected Construction Inspection Consultant.
5. Participate in internal Mobility Authority meetings during the contract negotiations process. CONSULTANT will also be responsible for preparations necessary to effectively facilitate associated meetings and resulting follow-up activities.
6. Develop documentation necessary to support the staff recommendation to execute a contract with the Selected Construction Inspection Consultant for presentation to/consideration by the Mobility Authority's Executive Director.
7. Develop Mobility Authority Board agenda items authorizing the execution of the contract with the Selected Construction Inspection Consultant.
8. Develop and transmit formal Notice to Proceed to the Selected Construction Inspection Consultant.

## **6.0 CONSTRUCTION PROCUREMENT SUPPORT**

### **6.1 Procurement Support [from Advertisement to Letting]**

1. Develop Final Bid Proposal document.
2. Compile the Final PS&E Documents to be composed of the Final 100% signed & sealed construction plans [developed by others], Final Bid Proposal document, and Final Engineer's Estimate [developed by others].
3. Develop DBE Goal Determination, including associated coordination with TxDOT.
4. Coordinate with the Texas Department of Transportation Austin District, Texas Department of Transportation Design Division, and the Federal Highway Administration to receive all final approval necessary to advertise the Project letting. This includes completion of all certification, Letter of Authority (LOA) and the Federal Project

## DRAFT SCOPE OF SERVICES TO PROVIDED BY THE GEC

### 183A PHASE III PROJECT

Authorization & Agreement (FPAA) documents necessary to advertise and let the Project.

5. Prepare and distribute advertisement formally notifying potential bidders of the Project letting.
6. Administer a prequalification process to ensure that potential bidders meet the necessary Texas Department of Transportation criteria to bid a project of this size.
7. Establish and maintain procurement specific webpage to contain bidding documents, notifications, and associated procurement activities on the [www.civcastusa.com](http://www.civcastusa.com) website including 100% signed & sealed construction plans [developed by others], Official Bid Proposal documents [for prequalified bidders only], Unofficial Bid Proposal documents [for interested parties who do not meet the prequalified bidder's criteria], and all associated bidding documents.
8. Develop and coordinate distribution of Addenda, as required, via procurement specific webpage.
9. Review and respond to questions posed by potential bidders regarding the Project.
10. Plan, organize, and administer a Pre-Bid meeting to present an overview of the project, unique construction contracting elements, timelines, etc. to the potential bidders.
11. Plan, organize, and administer a Bid Opening to publicly open and read aloud all bids received for the project.

#### 6.2 Contracting Support [from Letting to Notice to Proceed]

1. Tabulate and review bids received, including an evaluation for mathematical accuracy and unbalanced bids to identify the Lowest Best Bidder for the Project.
2. Provide documentation supporting CTRMA Executive Director's Recommendation of Award to the Lowest Best Bidder, conditioned on the concurrence by the Texas Department of Transportation, to be presented to CTRMA Board of Directors for their approval.
3. Provide documentation supporting CTRMA's Recommendation of Award to the Lowest Best Bidder for review and possible concurrence by the Texas Department of Transportation.
4. Prepare the Final Construction Contract to the Lowest Best Bidder [upon receipt of CTRMA Board of Directors and Texas Department of Transportation approval/concurrence to Award].
5. Review required DBE participation information supplied by the Lowest Best Bidder.
6. Review required Performance Bond, Payment Bond, and Certificates of Insurance supplied by the Lowest Best Bidder.
7. Provide a memorandum and all associated documentation recommending Mobility Authority execution of the Final Construction Contract with the Lowest Best Bidder.
8. Coordinate execution of Final Construction Contract by Lowest Best Bidder and Mobility Authority.
9. Develop and issue formal Notice to Proceed.



**CENTRAL TEXAS  
Regional Mobility Authority**

December 13, 2017  
**AGENDA ITEM #11**

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Authorize the issuance of a request for qualifications for a design-build contractor to develop the 183 North Project

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:**

On April 27, 2016 the Mobility Authority received environmental approval for the development of the 183 North Project through the issuance of a Finding of No Significant Impact by the Texas Department of Transportation (“TxDOT”).

On April 26, 2017, the Mobility Authority exercised its option as a local toll project entity to develop, finance, construct, and operate the 183 North Project.

At the May 31, 2017 CTRMA Board meeting, staff updated the Board regarding the intent to move forward with the 183 North Project utilizing the design-build project delivery model.

Issuing a Request for Qualifications is the first step in the state-mandated procurement process for a design-build contractor. Initiating that process at this time will allow the project to move forward.

Staff requests Board approval to issue a Request for Qualifications for a design-build contractor to develop the 183 North Project

Backup Provided: Draft Resolution

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

**RESOLUTION NO. 17-0XX**

**AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS  
FOR A DESIGN BUILD CONTRACT TO DEVELOP THE 183 NORTH PROJECT**

WHEREAS, the Capital Area Metropolitan Planning Organization (“CAMPO”), in the 2040 Long Range Transportation Plan, recognized the US 183 North corridor as one of the top 50 congested roadway segments during both the AM and PM peak periods for the region; and

WHEREAS, CAMPO, in 2011 prioritized a funding allocation of \$7.2 million to the Mobility Authority to perform the preliminary engineering required to perform an environmental study to for potential improvements on the US 183 North corridor; and

WHEREAS, the Mobility Authority received environmental approval for the development of the 183 North Project (“Project”) through the issuance of a Finding of No Significant Impact by the Texas Department of Transportation (“TxDOT”), dated April 27, 2016; and

WHEREAS, by Resolution No. 17-002, dated January 25, 2017, the Board authorized the Executive Director to proceed with further development of the 183 North Project; and

WHEREAS, by Resolution No. 17-023, dated April 26, 2017, the Board exercised its option as a local toll project entity to develop, finance, construct, and operate an approximately 8.0 mile section of managed lanes on U.S. 183 between SH 45 North and MoPac as part of the 183 North Project; and

WHEREAS, by Minute Order No. 115078 dated October 26, 2017, the Texas Transportation Commission approved the Project’s connection to the state highway system and the Mobility Authority’s use of state right-of-way as necessary to construct and operate managed lanes on U.S. 183 between SH 45 North and MoPac; and

WHEREAS, the Mobility Authority, with the goal of relieving traffic congestion in the 183 North corridor, from SH 45 to MoPac, now desires to move forward in concert with the direction provided by the original CAMPO 2040 Long Range Transportation Plan to develop the Project as expeditiously as possible, and in collaboration with TxDOT where legally permissible: and

WHEREAS, the next step in the process of developing the Project is the issuance of an RFQ for the purpose of soliciting firms interested and qualified to provide design and construction services under a design-build contract to develop the 183 North Project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to issue a Request for Qualifications for a Design Build contract to develop the 183 North Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 13<sup>th</sup> day of December 2017.

Submitted and reviewed by:

Approved:

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Geoffrey Petrov, General Counsel

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Ray A. Wilkerson  
Chairman, Board of Directors





CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #12**

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Consider the Executive Director's  
recommendation for the award of one or more  
contracts for Government Relations Services

Strategic Plan Relevance: Regional Mobility  
Department: Communications  
Contact: Dee Anne Heath, Director of External Affairs  
Associated Costs: Total amount not to exceed \$300,000.00  
Funding Source: Operating Fund  
Action Requested: Consider and act on draft resolution

**Summary:**

The process to procure a new Government Relations Consultant began in August 2017 with the issuance of a Request for Proposals (RFP). Four firms responded to the RFP and, following evaluation of the written submissions, all four firms were selected to participate in interviews. The four firms were:

- Imperium Public Affairs
- Infrastructure Solutions Inc.
- Granite Public Affairs
- Delisi Communications

At the Board Meeting, the Executive Director will present his recommendation to the Board for its consideration and action for the award of one or more contracts for government relations services.

Backup Provided: Draft resolution to be provided at the Board Meeting.



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #13**

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MoPac Improvement Project monthly report

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:

The report is a construction status update for the MoPac Improvement Project.

Backup Provided: None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #14**

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Update on the 183 South Project

Strategic Plan Relevance: Regional Mobility  
Department: Engineering  
Contact: Justin Word, P.E., Director of Engineering  
Associated Costs: N/A  
Funding Source: N/A  
Action Requested: Briefing and Board Discussion Only

Summary:

The report is a construction status update for the 183 South Project.

Backup Provided: None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #15**

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Executive Director 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

Summary:

Executive Director Report.

- A. Discuss operational issues on MoPac
- B. Discuss a discount for qualified Veterans
- C. Potential future projects for 183A frontage roads
- D. New employee introduction

Backup Provided: None



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
AGENDA ITEM #16

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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**

December 13, 2017  
AGENDA ITEM #17

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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**

December 13, 2017  
AGENDA ITEM #18

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Executive Session

*Executive Session:*

Discuss personnel matters as authorized by §551.074 (Personnel Matters).



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

December 13, 2017  
**AGENDA ITEM #19**

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Approve an amended employment agreement  
with the Executive Director

Strategic Plan Relevance: Regional Mobility/Economic Vitality/ Sustainability  
Department: Legal  
Contact: Geoff Petrov, General Counsel  
Associated Costs: TBD by Board Action  
Funding Source: General Fund  
Action Requested: Consider and act on draft resolution

**Summary:**

The annual performance review for the Executive Director is scheduled for an executive session under Agenda Item 17. This agenda item is posted for the Board to take appropriate action following the evaluation.

Backup Provided: Draft resolution to be provided at the Board Meeting