



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Regular Meeting of the Board of Directors

9:00 a.m.
Wednesday, July 26, 2017

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

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

AGENDA

No action on the following:

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

Consent Agenda

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

3. Authorize negotiation and execution of a rail agreement with Capital Metro for the Manor Expressway (290E) Phase III Project.
4. Authorize negotiation and execution of a Project Development Agreement for Construction, Operation, and Maintenance with the Texas Department of Transportation for the Manor Expressway (290E) Phase III Project.

Regular Items

Items to discuss, consider, and take appropriate action.

5. Approve the minutes from the June 28, 2017 Regular Board meeting.
6. Accept the financial statements for May 2017 and June 2017.

7. Approve Supplemental Work Authorization No. 1 for CP&Y's contract for design and construction support services for the Manor Expressway (290E) Phase III Project.
8. Approve Work Authorization No. 7 for Parsons Brinckerhoff, Inc. for general engineering consultant services related to the MoPac Improvement Project.
9. Authorize the Executive Director to negotiate and execute an assignment of Parsons Brinckerhoff, Inc. Work Authorization No. 1 to Atkins for general engineering consultant services related to the MoPac South Project.
10. Authorize the procurement of a firm to perform general engineering consulting services for the Central Texas Regional Mobility Authority.

Briefings and Reports

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

11. Quarterly briefing on projects under construction:
 - A. 183 South Project
 - B. SH 45SW Project
12. Monthly briefing on the MoPac Improvement Project.
13. Executive Director Report.
 - A. MoPac South
 - B. Oak Hill Parkway
 - C. 183 North
 - D. Letter of Interest to TIFIA
14. CapMetro Update on Project Connect.

Executive Session

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

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

15. 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).

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

Reconvene in Open Session.

Items to discuss, consider, and take appropriate action.

18. Adjourn Meeting.

Notes

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

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

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

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, July 26, 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

July 26, 2017
AGENDA ITEM #1

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

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #2

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

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

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

Board Action: None.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #3

Authorize negotiation and execution of a rail agreement with Capital Metro for the Manor Expressway (290E) Phase III project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$0
Funding Source:	N/A
Action Requested:	Consider and act on draft resolution

Summary:

The design of the Manor Expressway (290E) Phase III Project requires a crossing over the right-of-way of the Capital Metro rail facility south of US 290, requiring a rail agreement to be developed between the Mobility Authority and Capital Metro. The agreement will define the roles and responsibilities of each party. In general, Capital Metro will allow the north-to-west direct connector bridge structure to cross and have columns constructed in their right-of-way. The Authority will be responsible for designing and constructing the direct connector in compliance with Capital Metro's criteria and hiring railroad flaggers during construction activities near the track. The railroad flaggers will be hired by the Authority's construction contractor the cost of which was included in the total project cost of \$130MM.

The draft resolution authorizes the Executive Director to negotiate and execute a rail agreement with Capital Metro to facilitate the development of the Project.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 17-0XX

**AUTHORIZE NEGOTIATION AND EXECUTION OF A RAIL AGREEMENT WITH
CAPITAL METRO FOR THE MANOR EXPRESSWAY (290E) PHASE III PROJECT**

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of three (3) additional 290 East / SH130 direct connectors in order to improve safety and operations; and

WHEREAS, the Manor Expressway (290E) Phase III Project includes a north-to-west direct connector bridge structure from SH 130 to 290 East crossing over right-of-way of a Capital Metro rail facility; and

WHEREAS, a rail agreement between the Mobility Authority and Capital Metro is required for the construction of the direct connector in and over the Capital Metro right-of-way.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to negotiate and execute a rail agreement with Capital Metro for the Manor Expressway (290E) Phase III Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit for Agenda Item No. 3





CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #4

Authorize negotiation and execution of a Project Development Agreement (PDA) for Construction, Operation, and Maintenance with the Texas Department of Transportation (TxDOT) for the Manor Expressway (290E) Phase III project

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Justin Word, P.E., Director of Engineering
Associated Costs: N/A
Funding Source: Manor Expressway (290E) Phase III Project
Action Requested: Consider and act on draft resolution

Summary:

Because of TxDOT's oversight and involvement in the Manor Expressway (290E) Phase III project, a Project Development Agreement (PDA) for Construction, Operation, and Maintenance is required to be executed between the Mobility Authority and TxDOT, clearly defining the roles and responsibilities of each during and after construction.

The draft resolution authorizes the Executive Director to negotiate and execute the PDA for Construction, Operation, and Maintenance with TxDOT to facilitate the development of the project.

Backup Provided: Draft Resolution
Draft PDA for Construction, Operation and Maintenance

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

RESOLUTION NO. 17-0XX

**AUTHORIZE NEGOTIATION AND EXECUTION OF A
PROJECT DEVELOPMENT AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR CONSTRUCTION, OPERATION, AND MAINTENANCE
OF THE MANOR EXPRESSWAY (290E) PHASE III PROJECT**

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of three (3) additional 290 East / SH130 direct connectors in order to improve safety and operations; and

WHEREAS, by Resolution No. 16-080 dated September 28, 2016 the Mobility Authority exercised its option under Section 373.052, Transportation Code, to develop, finance, construct, and operate the Manor Expressway (290E) Phase III Project (the Project); and

WHEREAS, by Resolution No. 16-083, dated October 26, 2016, the Mobility Authority authorized the Executive Director to negotiate and execute a design phase project development agreement the Texas Department of Transportation (TxDOT) for the Project; and

WHEREAS, TxDOT subsequently expressed a desire to develop, finance, construct and operate the eastbound 290 East to southbound SH 130 direct connector and associated improvements as part of the Central Texas Turnpike System (the TxDOT Improvements); and

WHEREAS, by Resolution No. 17-028 dated, May 31, 2017, the Board rescinded its previous exercise of the option to develop, finance, construct, and operate the TxDOT Improvements portion of the Project; and

WHEREAS, a project development agreement with TxDOT for the construction, operation and maintenance is a required for the further development of the Project; and

WHEREAS, the Executive Director recommends that the Board authorize the Executive Director to negotiate and execute a project development agreement with TxDOT for the construction, operation, and maintenance of the Project.

NOW THEREFORE, BE IT RESOLVED that the Board authorize the Executive Director to negotiate and execute a project development agreement with TxDOT for the construction, operation, and maintenance of the Manor Expressway (290E) Phase III Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Draft No. 3
July 17, 2017

**PROJECT DEVELOPMENT AGREEMENT FOR
CONSTRUCTION, OPERATION, AND MAINTENANCE**

MANOR EXPRESSWAY (290E) PHASE III

Table of Contents

1.	Support for the Project.....	3
2.	Use of Right-of-Way.....	3
3.	Multi-Project Preliminary Development Agreement.....	4
4.	Construction, Operation, Maintenance, and Regulation.....	4
5.	Utility Relocations	5
	Design Obligations of the Authority; Control of Work.....	6
7.	Responsibility for Construction and Operations.....	6
8.	Environmental Permits and Compliance	7
9.	HUB Policy; DBE Guidelines	8
10.	Compliance With Applicable Laws.....	8
11.	Toll System Interoperability	8
12.	Maintenance of Records	8
13.	Reports and Plans.....	8
14.	Project Operations and Maintenance following Opening to Traffic.....	9
15.	Project Financing	9
16.	Termination of this Agreement.....	9
17.	Defaults and Remedies	9
18.	Dispute Resolution.....	10
19.	Successors and Assigns.....	11
20.	Officials Not to Benefit.....	11
21.	Debarment Requirements.....	11
22.	Circulation of the Agreement.....	11
23.	Severability	11
24.	Written Amendments	11
25.	Notices	11
26.	Gratuities.....	12
27.	Conflict of Interest	12
28.	Limitations	12
29.	release and indemnity	13
30.	Sole Benefit.....	14
31.	Relationship of the Parties	14
32.	Authorization	14
33.	Interpretation.....	14
34.	Conflicts.....	14

Exhibits

Exhibit “A”	Manor Expressway (290) Phase III Project and TxDOT Improvements Limits
Exhibit “B”	Operations and Maintenance Responsibilities after Opening to Traffic
Exhibit “C”	Debarment Certificate
Exhibit “D”	Lower Tier Participation Debarment Certification

**MANOR EXPRESSWAY (290E) PHASE III
PROJECT DEVELOPMENT AGREEMENT FOR CONSTRUCTION, OPERATION,
AND MAINTENANCE**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as “TxDOT,” and the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the “Authority” (each a “Party” and jointly referred to as the “Parties”), is executed to be effective this ___ day of _____, 2017 (the “Effective Date”).

WITNESSETH

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

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

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

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

WHEREAS, the Authority and TxDOT are parties to that certain Interim Project Development Agreement, 290E Toll at SH 130 Interchange Direct Connector Project, effective as of March 27, 2017 between TxDOT and the Authority, which provides for the Authority’s design of the project and responsibility for environmental permits and compliance required for the project (the “Interim Project Development Agreement”);

WHEREAS, TxDOT and the Authority have been cooperatively developing Phase III of the Manor Expressway (290E) project, comprised of projects of TxDOT and the Authority that collectively would construct three additional direct connectors and associated improvements at the 290E/SH 130 interchange in northeast Austin in order to improve safety and operations (southbound SH 130 to westbound 290 East, northbound SH 130 to westbound 290 East, and eastbound 290 East to southbound SH 130), and would complement the existing TxDOT owned and operated eastbound 290 East to northbound SH 130 direct connector already constructed at this interchange. The projects are shown in the attached Exhibit “A”; and

WHEREAS, in its Resolution No. 16-080 adopted on September 28, 2016, the Authority took

appropriate action as required by Transportation Code § 373.052 and exercised the first option to develop, finance, construct, and operate the three direct connectors as a toll project; and

WHEREAS, TxDOT determined that revenues of the Central Texas Turnpike System (CTTS) are available to develop, finance, construct, and operate the eastbound 290 East to southbound SH 130 direct connector and associated improvements as an improvement to the state highway system, and recommended that the Commission approve the expansion of a portion of the SH 130 element of the CTTS to add the eastbound 290 East to southbound SH 130 direct connector and associated improvements to improve safety and mobility on SH 130, Segments 1-4; and

WHEREAS, in response to TxDOT's request that the Authority rescind its previous exercise of the first option to develop, finance, construct, and operate the eastbound 290 East to southbound SH 130 direct connector, in its Resolution No. 17-028, adopted on May 31, 2017, the Authority took appropriate action as authorized by Transportation Code § 373.055 to rescind its previous exercise of its option, effective upon the commitment by the Commission of funding to pay for the actual costs of the development and construction of the eastbound 290 East to southbound SH 130 direct connector; and

WHEREAS, the Authority intends to develop, finance, construct, and operate the remaining two direct connectors that will connect to 290 East and associated improvements (the "Project"), and intends to develop and construct all three direct connectors and associated improvements through a single contract (the "Contract"), and will procure the services of a contractor (the "Contractor") pursuant to the RMA Act; and

WHEREAS, in Minute Order No. 114958 dated June 29, 2017, the Commission (i) approved the connection of the Project to the state highway system pursuant to Transportation Code § 370.187 and 43 TAC §§26.32 and 11.58, (ii) authorized the Authority, pursuant to Transportation Code § 370.033(f), to develop and construct improvements to the state highway system in connection with the design and construction of the eastbound 290 East to southbound SH 130 direct connector and associated improvements, (iii) authorized TxDOT to expend available CTTS revenues to pay for the actual costs of the development and construction of the eastbound 290 East to southbound SH 130 direct connector and associated improvements as an expansion of a portion of the SH 130 element of the CTTS (the "TxDOT Improvements"), and (iv) authorized the Executive Director of TxDOT or designee to enter into necessary agreements with the Authority for the development, construction, operation, and maintenance of the Project, and for the improvement of the state highway system through the construction of the TxDOT Improvements; and

WHEREAS, on _____, 2017, TxDOT and the Authority executed an advance funding agreement to reimburse the Authority for payment of the actual costs of the development and construction of the TxDOT Improvements on the state highway system on TxDOT's behalf in the estimated amount of \$41.1 million (the "Advance Funding Agreement"); and

WHEREAS, final environmental clearance on the Project and the TxDOT Improvements was received on April 10, 2017; and

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

and maintenance of the Project and the TxDOT Improvements.

A G R E E M E N T

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

1. **Support for the Projects.** Without limiting the provisions of this Agreement, TxDOT will take all actions that are consistent with its undertakings pursuant to this Agreement and in furtherance of the purposes of this Agreement and which are consistent with applicable law.
2. **Acquisition, Transfer, and Use of Right-of-Way.** The Authority shall own, operate, and maintain the southbound SH 130 to westbound 290 East and northbound SH 130 to westbound 290 East tolled direct connectors and associated improvements. The Authority shall design, construct, and deliver to TxDOT the TxDOT Improvements, which, after delivery and acceptance, will be owned, operated and maintained by TxDOT. The Authority shall be responsible for acquiring any additional right-of-way necessary for the Project and the TxDOT Improvements, and will acquire any such right-of-way in the name of the State of Texas or in the name of the Authority with provision for subsequent transfer to the State of Texas for that portion of the right-of-way to be used for the TxDOT Improvements. Right-of-way acquired solely for the TxDOT Improvements shall be acquired in the name of the State of Texas.

During such time that the Authority or any contractor working on the Authority's behalf is developing, constructing, operating, or maintaining the Project, or is developing and constructing the TxDOT Improvements, it shall have a right to use and occupy as necessary and in accordance with applicable law all TxDOT owned property, including property acquired by TxDOT subsequent to this Agreement, within the SH 130 corridor and US 290 corridor as depicted on Exhibit "A" attached hereto (the "Property") as necessary for the development, construction, operation, or maintenance of the Project or the development and construction of the TxDOT Improvements, in accordance with applicable law.

The Authority shall have, and TxDOT hereby grants to the Authority, a license and right of entry on, over, and under such portions of the Property owned by, subsequently acquired by, and otherwise under TxDOT's control as necessary to enable the Authority to cause the Project to be constructed, maintained, and operated, and to cause the TxDOT Improvements to be developed and constructed. Such license and right of entry shall remain in effect unless and until responsibility for construction, maintenance, or operation of the Project reverts to TxDOT or is otherwise acquired and assumed by TxDOT with the consent of the Authority, and until the TxDOT Improvements are delivered and accepted by TxDOT, pursuant to [this Agreement] [the Advance Funding Agreement], or pursuant to applicable law. In the event a third party requests evidence of authorization for the Authority to use TxDOT owned right-of-way pursuant to this Agreement, TxDOT agrees to execute a license, right-of-entry, easement, or other document in a form reasonably acceptable to TxDOT and which evidences the rights granted herein.

TxDOT waives any requirement that the Authority reimburse TxDOT for the use of the TxDOT

right-of-way permitted in this agreement.

Notwithstanding anything else in this Agreement, and without otherwise limiting the rights of the Authority to access and utilize the Property for the purposes described in this Section, TxDOT shall maintain ownership of its existing right-of-way and control of access points. TxDOT will notify the Authority regarding all access requests prior to TxDOT's consideration of any request for access. The Authority will notify TxDOT of any request to authorize connection to the Project. If allowing access impacts the maintenance and operations of the Project, TxDOT shall coordinate with the Authority to mitigate the impacts prior to TxDOT's approval of any request for access. Notwithstanding the foregoing, if any of the existing right-of-way is part of the Property Interests, as defined in the Project Development, Operation, and Maintenance Agreement 290 East Toll Project (the "Manor Expressway PDA"), then that portion of the right of way shall be transferred to the Authority in accordance with the terms of the Manor Expressway PDA.

Except for the portion of the Property solely required for the construction of TxDOT Improvements on behalf of TxDOT, the Authority acknowledges that it enters the Property "AS IS" with all faults, including but not limited to any and all pollutants, asbestos, underground storage tanks and/or any other hazardous materials, and that TxDOT has not made any representations or warranties as to the condition of the Property. TxDOT will provide to the Authority information TxDOT may have concerning the environmental status of the Property. The Authority hereby waives any and all causes of action, claims, demands, and damages based on any warranty, express or implied, including but not limited to any implied warranty of suitability for a particular purpose, any and all warranties of habitability, and any other implied warranties not expressly set forth in the Agreement. The Authority acknowledges and agrees that it has fully exercised the right to inspect the Property for any defects as to its suitability for the purpose to which the Authority intends to put it. This Agreement is subject to all covenants, easements, reservations, restrictions and other matters applicable to the Property, and the Authority is using the Property subject to rights, if any, of any other persons or entities, including utilities authorized to be in the right-of-way of a state highway.

3. Interim Project Development Agreement. The Parties agree to comply with the Interim Project Development Agreement as it pertains to the Project and the TxDOT Improvements, as long as that agreement remains effective. To the extent of any conflict or inconsistency between this Agreement and the Interim Project Development Agreement, the Parties shall construe them, to the extent possible, to give full effect to both agreements. To the extent a conflict between the two exists which is irreconcilable, the terms of this Agreement shall control.

4. Construction, Operation, and Maintenance. The Authority shall be responsible for construction, operation, and maintenance of the Project, the TxDOT Improvements, and associated right-of-way from the time of commencement of construction activities through opening to traffic. Except as set forth otherwise herein, the Authority shall comply with 43 TAC, Ch. 26, Subch. D, and Ch. 27, Subch. E, with regard to the design and construction of the Project and the TxDOT Improvements.

Prior to or at such time that all or a portion of the Project or the TxDOT Improvements opens to traffic, the Parties shall work cooperatively to determine appropriate signage, provided that the

Authority shall have the right to install and maintain such signage as it reasonably deems necessary and in such locations to maximize the safe and efficient operation of the tolled lanes and the toll collection system, provided that said structures and their installation shall conform to all applicable safety codes and standards (including, if applicable, the Texas Manual on Uniform Traffic Control Devices, as amended or revised) and further provided that the signage and/or illumination does not conflict with the operation of TxDOT facilities. The signage may be revised, relocated, or supplemented from time-to-time as the Authority deems necessary to assure safe operations or to enhance efficiency of the operations of the tolled lanes or the aesthetics of the corridor, subject to conformance to all applicable safety codes and standards (including, if applicable, the Texas Manual on Uniform Traffic Control Devices, as amended or revised) and shall not conflict with the operation of any TxDOT facilities.

The Authority shall be responsible for the operation and regulation of the Project in compliance with applicable law and relevant provisions of this Agreement, the operations and maintenance agreement described in Section 15, and any trust agreement(s) or similar documentation evidencing or securing financing, if any. The Authority shall be responsible for the construction, installation, operation and maintenance of all the tolling equipment and tolling infrastructure required for operation of the tolled lanes, and for operation and maintenance of any non-tolled facilities and equipment incorporated within the Project. The Authority may subcontract to third parties all or part of the design, construction, maintenance, and/or operation of the Project; however, the Authority shall retain ultimate responsibility for the obligations, responsibilities, and liabilities assumed in this Agreement.

The Authority shall be responsible, as may be required by any applicable state or federal law, for promptly and diligently addressing, through clean-up or other appropriate and lawful steps, based on a property use appropriate risk-based clean-up standard, any hazardous materials that are encountered in or on the Property by the Authority or any contractors working on the Project and the TxDOT Improvements. If soil excavated within the right-of-way in the course of the Authority's construction of the Project or the TxDOT Improvements is identified as containing hazardous materials, the Authority or its contractors shall accept delivery of the identified soil and handle it properly in accordance with applicable law.

5. Utility Relocations. Any utility relocations required for the Project and the TxDOT Improvements shall be the responsibility of the Authority. The Authority shall ensure that all utility relocations are performed in accordance with applicable State and federal laws, regulations, rules, policies, and procedures. This includes, without limitation, 43 TEX. ADMIN. CODE § 21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities, and 43 TEX. ADMIN. CODE § 21.31 *et seq.* relating to Utility Accommodation. TxDOT acknowledges that utility relocation activities may be undertaken on the Authority's behalf by its contractor, in which case the Authority shall be responsible for ensuring that such contractor carries out all such relocation activities in a manner consistent with applicable laws and administrative regulations. The Authority shall pay, or cause to be paid, utility owners for relocations required by construction of the Project pursuant to Section 370.170 of the RMA Act, and shall pay, or cause to be paid, utility owners for relocations required by construction of the TxDOT Improvements pursuant to Section 203.092, Transportation Code. The relocation of any utility shall be subject to the approval of TxDOT, which approval shall not be unreasonably withheld and provided without delay. TxDOT agrees to provide such permits and easements as

may be necessary for the Authority to accomplish the relocation of utilities as provided herein. TxDOT will cooperate with the Authority in securing the performance of all necessary utility relocations; however, other than as provided herein, nothing herein shall require TxDOT (i) to join or undertake any proceeding with regard to utility relocation, (ii) to enter into any agreements with any utility owners, or (iii) to incur more than a nominal expense in connection with utility relocations.

TxDOT will coordinate with the Authority regarding the placement or relocation of any utility within or on the Property so as to minimize and mitigate any disruption to the construction, operation, or maintenance of the Project.

6. Capital Metro Railroad Coordination and Agreement. As part of project development, the Authority will be responsible for coordination and execution of a railroad overpass agreement with Capital Metro Railroad (the "Railroad") for the northbound SH 130 to westbound 290 East direct connector ramp and TxDOT will be responsible for executing a railroad overpass agreement with the Railroad for the TxDOT Improvements over the Railroad right-of-way.

The Authority or its Contractor shall be responsible for the construction of both direct connectors and for complying with construction requirements, notifications, permitting and payment for services for each of the two Railroad crossings according to the terms of both agreements. The Advance Funding Agreement between the Authority and TxDOT will define the specifics of these obligations.

7. Design Obligations of the Authority; Control of Work. Design obligations of the Authority and TxDOT are defined in the Interim Project Development Agreement.

8. Responsibility for Construction and Operations. The Authority is responsible for the construction of the Project and the TxDOT Improvements, and in addition is responsible for the regulation, signage, and overall operation of the Project and the TxDOT Improvements during construction. Without limiting any of its other obligations under this Agreement, and, with respect to the TxDOT Improvements, subject to TxDOT's general authority over roads on the state highway system, the Authority shall have sole authority and responsibility for: (a) the selection of construction contractor(s); (b) the commencement, sequencing and timing of construction activities and other work; (c) the installation of temporary traffic control devices and maintenance of traffic; (d) construction oversight and inspection, and materials testing and inspection; and (e) the acceptance or rejection of work, materials, or other deliverables performed under a contract let by the Authority. All change orders modifying the scope of work for the construction of the TxDOT Improvements must be approved by TxDOT prior to the Authority's issuance of the change order. NEITHER TXDOT NOR THE AUTHORITY WAIVES, RELINQUISHES, LIMITS OR CONDITIONS ITS GOVERNMENTAL IMMUNITY OR ANY OTHER RIGHT TO AVOID LIABILITY WHICH IT OTHERWISE MIGHT HAVE TO THIRD PARTIES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING ANY LIABILITY IN FAVOR OF ANY THIRD PARTY OR PARTIES AGAINST EITHER TXDOT OR THE AUTHORITY, NOR SHALL IT EVER BE CONSTRUED AS RELIEVING ANY THIRD PARTY OR PARTIES FROM ANY LIABILITIES OF SUCH THIRD PARTY OR PARTIES TO TXDOT OR THE AUTHORITY.

The Authority shall be responsible for adhering to all applicable Federal Highway Administration (“FHWA”) and TxDOT rules, regulations, policies, procedures, and standards for the design and construction of the Project and the TxDOT Improvements, except as specifically stated in this Agreement. The Authority has obtained the approval of the Commission as required by Section 370.187 of the Texas Transportation Code and in accordance with the requirements of 43 Tex. Admin. Code §§11.58 and 26.32. It is the Authority's obligation to monitor its Contractor to ensure the Contractor prosecutes its scope of work in compliance with all applicable state and federal laws, rules, regulations, policies, procedures, and standards.

To the extent that any revisions to the Contract require TxDOT approval, the Authority shall submit, or shall cause its Contractor to submit, the proposed revision to TxDOT. TxDOT shall promptly complete its review and the TxDOT Executive Director or designee shall notify the Authority of approval or disapproval of the contract revision within twenty (20) business days. In the event TxDOT withholds approval of the information submitted, it shall notify the Authority of the reasons therefore within such twenty (20) day period. The Authority will have an opportunity to correct or submit additional information to cure any defects or deviations identified by TxDOT. TxDOT shall review and respond to any such re-submittal within five (5) business days.

9. Environmental Permits and Compliance. Environmental clearance was achieved for the Project and the TxDOT Improvements through the issuance of a Categorical Exclusion dated April 10, 2017. The Authority shall be solely responsible for compliance with applicable requirements of state and federal law regarding environmental permits, issues, and commitments (“EPIC”) during construction. This shall include, without limitation, full compliance with the approved Environmental Documents (which includes the approved Categorical Exclusion and all associated technical reports and support documents) and completion of any required consultations and any required mitigation and additional permitting. In addition, the Authority shall implement the best management practices (“BMPs”) and protocols as described in the Final Design Plans associated with the Project and the TxDOT Improvements. In order to fully vest the Authority with the ability and obligation to comply with all EPIC, TxDOT, to the extent permitted by law, hereby commits to transfer and assign to the Authority all rights and delegate all obligations granted under the approved Environmental Documents for the Project, as well as the right to pursue any claims or causes of action for errors or omissions committed in the environmental review process. In the event that changes are made to the scope of the Project by the Authority, which require a re-evaluation of (or supplement to) the approved Environmental Documents, the cost of such work shall be borne by the Authority.

1. Contracting Procedures. Pursuant to the RMA Act and Article 6 of the Authority’s Policy Code, the Authority is developing the Project through the Design/Bid/Build Method. TxDOT and FHWA representatives will have the opportunity to observe the procurement process for purposes of confirming compliance with applicable laws and regulations. TxDOT shall in no way be liable for any claims, protests, or causes of action arising out of the procurement process. The Authority shall ensure compliance by its selected Contractor with the applicable provisions of this Agreement. The Authority shall, following Final Acceptance of the Project and to the extent permitted by the Contract, transfer to TxDOT all rights of the Authority with respect to the enforcement of any warranties related to the TxDOT Improvements provided by the Contractor under the Contract, and shall cause the

Contractor to comply with all such warranty provisions upon the terms and for the time periods specified in the Contract.

10. **HUB Policy; DBE Guidelines.** The Authority shall require its selected contractor to comply with the Authority's Business Opportunity Policy as set forth in the Authority's Policy Code. If requested, the Authority shall provide to TxDOT quarterly reports regarding compliance with this Section.

11. **Compliance With Applicable Laws.** It is the Authority's obligation to monitor its contractor to ensure that the contractor prosecutes its scope of work in compliance with all applicable state and federal laws.

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

13. **Maintenance of Records.** All records and documents prepared by the Authority under this Agreement must be made available to authorized representatives of TxDOT during normal work hours. All records and documents prepared under this Agreement must be maintained by the Authority for three (3) years after final payment of construction costs incurred in connection with the Project and the TxDOT Improvements. Additionally, TxDOT, and its duly authorized representatives shall have access to all records in the actual or constructive possession of the Authority that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Notwithstanding the foregoing, the Authority shall comply with all laws pertaining to the retention of records and the provision of access thereto.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or the Advance Funding Agreement, or indirectly through a contract or subcontract under this Agreement. Acceptance of funds from the state 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.

The Authority shall maintain its books and records in accordance with generally accepted accounting principles in the United States, subject to any exceptions required by existing bond indentures of the Authority, and shall provide TxDOT with a copy of any audit of those books and records. The Authority shall comply with the audit requirements and other requirements relating to project records in 43 TAC § 27.55(b), including having a full audit of its books and records performed annually in accordance with the standards of OMB Circular No. A-133. The Parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

14. **Reports and Plans.** The Authority shall deliver to TxDOT quarterly progress reports for the Project and the TxDOT Improvements. Within six (6) months after completion of the Project and the TxDOT Improvements, the Authority will deliver to TxDOT the final record drawings, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that

the Project and the TxDOT Improvements were constructed in accordance with the approved plans and specifications, and approved contract revisions.

15. **Project Operations and Maintenance following Opening to Traffic.** The division of operations and maintenance obligations for TxDOT and the Authority will be determined in a future agreement between the Parties. These operations and maintenance obligations are generally defined as shown in Exhibit “B” (Operations and Maintenance Responsibilities after Opening to Traffic), attached hereto and made a part hereof for all purposes.

16. **Project Financing.** The Authority is responsible for financing the Project. The terms of any TxDOT payments to the Authority to reimburse the actual costs of the development and construction of the TxDOT Improvements shall be governed solely by the Advance Funding Agreement.

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

- a) **Mutual Termination.** This Agreement may be terminated by written agreement and consent of the Parties hereto.
- b) **Primacy.** Either Party may terminate this Agreement by written notice to the other Party if the Authority’s exercise of its primacy rights and option with regard to the Project is terminated, rescinded, or lapses.
- c) **Dissolution of the Authority.** In the event that the Authority is dissolved, ceases to function, or its operations assumed by a third party, then TxDOT may elect to terminate this Agreement. If the Authority’s operations are assumed by another governmental entity performing essentially the same functions as the Authority, then that shall not constitute a basis for termination.
- d) **Material Breach.** This Agreement may be terminated by TxDOT, upon a material breach of the Agreement by the Authority, after following the procedures outlined in Section 17 below.
- e) **Completion.** By satisfactory completion of all responsibilities and obligations described herein. In that event, the provisions of Section 2 regarding use of right-of-way shall survive the termination of this agreement.

The parties agree that the provisions of Section 29 regarding release and indemnity shall survive the termination of this agreement.

18. **Defaults and Remedies**

- a) **Authority Defaults.** The Authority shall be in breach under this Agreement if the Authority fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by the Authority under this Agreement (an “Authority Default”).
- b) **Authority Cure Periods.** For the purpose of TxDOT’s exercise of remedies, the

- Authority shall have thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default; provided that if the Authority Default is of such a nature that the cure cannot with diligence be completed within such time period and the Authority has commenced meaningful steps to cure promptly after receiving the default notice, the Authority shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.
- c) **TxDOT Remedies for Authority Defaults.** TxDOT shall have available to it all remedies for default provided at law or in equity. In addition, in the event of a material breach of the Agreement by the Authority, TxDOT may elect to terminate this Agreement as provided for in Section 16 above. All remedies provided herein shall be cumulative of all other remedies.
 - d) **TxDOT Defaults.** TxDOT shall be in breach under this Agreement if TxDOT fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by TxDOT under this Agreement (a “TxDOT Default”).
 - e) **TxDOT Cure Periods.** For the purpose of the Authority’s exercise of remedies upon a TxDOT Default, TxDOT shall have a cure period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default; provided that if the TxDOT Default is of such a nature that the cure cannot with diligence be completed within such time period and TxDOT has commenced meaningful steps to cure immediately after receiving the default notice, TxDOT shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect such cure.
 - f) **Authority Remedies for TxDOT Defaults.** In the event that TxDOT fails to perform its obligations under this Agreement, the sole and exclusive remedy of the Authority shall be an action in mandamus seeking to compel TxDOT to perform its obligations contained herein.

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

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

21. **Officials Not to Benefit.** No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. No member, officer, or employee of the State of Texas, TxDOT, the Authority, or of a local public body during his/her tenure shall have interest in this Agreement or the benefits/proceeds thereof.

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

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

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

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

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

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

Central Texas Regional Mobility Authority
3300 N. IH 35, Suite 300
Austin, Texas 78705
Attention: Executive Director

with copies to:

Texas Department of Transportation
General Counsel Division
125 E. 11th Street
Austin, Texas 78701
Attention: General Counsel

Central Texas Regional Mobility Authority
3300 N. IH 35, Suite 300
Austin, Texas 78705
Attention: Director of Engineering

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

27. **Gratuities.** Any person who is doing business with or who may do business with TxDOT under this Agreement may not make any offer of benefits, gifts, or favors to employees of TxDOT.

28. **Conflict of Interest.** The Authority shall not assign an employee to the Project if the employee or any immediate family member of the employee:

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

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

30. RELEASE AND INDEMNITY.

TO THE EXTENT PERMITTED BY LAW, THE AUTHORITY HEREBY INDEMNIFIES TXDOT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLDS EACH INDEMNITEE HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL OF THE INDEMNITEE'S CHOICE) WHICH SUCH INDEMNITEE MAY INCUR OR WHICH MAY BE CLAIMED AGAINST SUCH INDEMNITEE BY ANY PERSON OR ENTITY:

- i. BY REASON OF THE AUTHORITY'S PROCUREMENT, DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PROJECT OR THE TXDOT IMPROVEMENTS; OR**
- ii. BY REASON OF ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCE ON OR FROM THE PROJECT, OR ANY LIABILITY IN RESPECT OF THE AUTHORITY'S CONSTRUCTION OR OPERATIONAL ACTIVITIES FOR THE PROJECT OR THE TXDOT IMPROVEMENTS, OR**
- iii. BY REASON OF ANY ACTUAL CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO;**

PROVIDED THAT THE INDEMNITIES IN THIS SECTION SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

NOTHING IN THIS SECTION IS INTENDED TO LIMIT THE AUTHORITY'S OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT. WITHOUT PREJUDICE TO THE SURVIVAL OF ANY

OTHER OBLIGATION OF THE AUTHORITY HEREUNDER, THE INDEMNITIES AND OBLIGATIONS OF THE AUTHORITY CONTAINED IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

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

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

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

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

35. **Conflicts.** Insofar as possible the provisions of this Agreement shall be deemed complementary to the terms of the Advance Funding Agreement, but in the event of conflict the terms of the Advance Funding Agreement shall control.

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

**CENTRAL TEXAS
REGIONAL MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Mike Heiligenstein
Executive Director

By: _____
James M. Bass
Executive Director

Date: _____

Date: _____

EXHIBIT “A”

**Manor Expressway (290) Phase III Project
and TxDOT Improvements
Limits**

EXHIBIT “B”

**Operations and Maintenance Responsibilities
after Opening to Traffic**

EXHIBIT “C”

Debarment Certificate

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

*federal, state or local

Signature of Certifying Official

Title

Date

EXHIBIT “D”

Lower Tier Participant Debarment Certification

(Negotiated Contracts)

_____, being duly sworn

(insert name of certifying official)

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

neither _____ nor its

(insert name of lower tier participant)

principals are presently:

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

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

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

EXCEPTIONS:

Signature of certifying Official

Title

Date of Certification



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #5

Approve minutes from the June 28, 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 June 28, 2017 Regular Board Meeting.

Backup provided: Draft minutes, June 28, 2017 Regular Board Meeting

MINUTES

Regular Meeting of the Board of

Directors of the

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, June 27, 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 June 22, 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/06282017-675>

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 9:04 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.

Consent Board Items

Chairman Ray Wilkerson presented Item 3 for Board consideration as the consent agenda.

3. Adopt an Annual Internal Compliance Assessment.

ADOPTED AS: Resolution No. 17-032

MOTION: Approve Item No. 3 under the consent agenda.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade
SECONDED BY: David Singleton
AYE: Wilkerson, Singleton, Meade, Heimsath, Armbrust, Ellsworth, Ayotte
NAY: None

Regular Board Items

4. Approve the minutes from the May 31, 2017 Regular Board meeting.

MOTION: Approval for the May 31, 2017 Regular Board meeting minutes.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Mark Ayotte

SECONDED BY: Charles Heimsath

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

NAY: None

5. Accept the financial statements for April 2017.

Bill Chapman, Chief Financial Officer presented this item. Mr. Chapman explained that one of the tolling agencies with which the Mobility Authority is inoperable is going through a back office transition and was unable to reconcile toll transactions in time for the Mobility Authority to complete the May 2017 financial statements prior to the Board meeting. Therefore, staff will present the May 2017 financial statements to the Board at the July 2017 Board meeting.

NOTE: No action was taken on this item.

6. Discuss and adopt the 2018 Operating Budget.

Mary Temple, Controller presented this item.

MOTION: Adopt the 2018 Operating Budget.

RESULT: Approved (Unanimous); 7-0

MOTION BY: David Singleton

SECONDED BY: Nikelle Meade

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

NAY: None

ADOPTED AS: Resolution No. 17-033

7. Approve a Personal Services Agreement with Neal Spelce for Communications Support Services.

Dee Anne Heath, Director of External Affairs presented this item.

MOTION: Approve a Personal Services Agreement with Neal Spelce for Communication Support Services.

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. 17-034

8. Approve the Southern States Interoperability Agreement that allows for toll interoperability with the Florida Department of Transportation and other Southern States Tollways.

Tim Reilly, Director of Toll Operations presented this item.

PJ Wilkins, Executive Director, E-Z Pass Group provided a presentation about interoperability in other parts of the U.S.

MOTION: Approve the Southern States Interoperability Agreement.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Nikelle Meade

SECONDED BY: Amy Ellsworth

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

NAY: None

ADOPTED AS: Resolution No. 17-035

9. Recognize IBTTA's efforts to promote national toll interoperability.

Mike Heiligenstein, Executive Director presented this item recognizing the work of Frank McCartney, former IBTTA President.

10. Discuss and consider entering into an agreement with Google to participate in the Waze Connected Citizens Program.

Greg Mack, Assistant Director of IT & Toll Systems presented this item.

Fabiola Newman, Manager, CTRMA Traffic Management Center provided brief update on the operations of the CTRMA Traffic Management Center.

MOTION: Approve an agreement with Google to participate in the Waze Connected Citizens Program.

RESULT: Approved (Mark Ayotte recused from voting); 6-0

MOTION BY: David Armbrust

SECONDED BY: Nikelle Meade

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

NAY: None

ADOPTED AS: Resolution No. 17-036

11. Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the Manor Expressway (290E) Phase III Project.

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

MOTION: Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the Manor Expressway (290E) Phase III Project.

RESULT: Approved (Unanimous); 7-0

MOTION BY: Charles Heimsath

SECONDED BY: Amy Ellsworth

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

NAY: None

ADOPTED AS: Resolution No. 17-037

12. Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the 183 North Project.

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

MOTION: Authorize the Executive Director to negotiate and execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for the 183 North Project.

RESULT: Approved (Unanimous); 7-0

MOTION BY: David Singleton

SECONDED BY: Mark Ayotte

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

NAY: None

ADOPTED AS: Resolution No. 17-038

Briefings and Reports

13. Monthly briefing on the MoPac Improvement Project.

Steve Pustelnyk, Director of Community Relations presented this item and Jeff Dailey, Deputy Executive Director provided an update on the schedule of the project.

14. Executive Director Report.

- A. Status of current and upcoming procurements.
- B. Introduction of new employee.

Mary Temple, Controller introduced David Efrein, Financial Analyst.

John McCluskey, Former Executive Director of E-470 was recognized by Mike Heiligenstein, Executive Director.

Jeff Dailey, Deputy Executive Director discussed Commute Solutions.

15. CapMetro update on Project Connect.

NOTE: Chairman Wilkerson tabled Item 15 for a future Board meeting.

Executive Session Pursuant to Government Code, Chapter 551

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).

Chairman Wilkerson announced that the Board would not meet in Executive Session.

After confirming that no member of the public wished to address the Board, Chairman Wilkerson declared the meeting adjourned at 10:25 a.m.

19. Adjourn Meeting.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #6

Accept the financial statements for May 2017 &
June 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 May 2017 and June 2017. The draft financial statements for June 2017 will be provided at the Board Meeting.

Backup provided:	Draft financial statements for May 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 MAY 2017 AND JUNE 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 May 2017, and has caused Financial Statements to be prepared and attached to this resolution as Exhibit A; and

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

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for May 2017 and June 2017, attached hereto as Exhibit A and Exhibit B, respectively.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 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 May 31, 2017

	Budget Amount FY 2017	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
REVENUE				
Operating Revenue				
Toll Revenue - Tags	46,555,037	49,696,244	106.75%	42,750,400
Video Tolls	16,030,043	12,791,910	79.80%	11,094,984
Fee Revenue	6,876,980	5,142,958	74.79%	4,221,746
Total Operating Revenue	69,462,060	67,631,112	97.36%	58,067,131
Other Revenue				
Interest Income	250,000	899,561	359.82%	1,404,044
Grant Revenue	700,000	19,911,876	2844.55%	70,318,924
Reimbursed Expenditures	1,555,396	207,873	13.36%	2,849
Misc Revenue	-	6,010	-	48,372
Total Other Revenue	2,505,396	21,025,319	839.20%	71,774,188
TOTAL REVENUE	\$71,967,456	\$88,656,431	123.19%	129,841,319
EXPENSES				
Salaries and Benefits				
Salary Expense-Regular	2,967,036	2,896,217	97.61%	2,582,887
Salary Reserve	80,000	-	-	-
TCDRS	415,385	402,332	96.86%	357,160
FICA	128,873	133,497	103.59%	122,483
FICA MED	45,627	42,463	93.06%	37,591
Health Insurance Expense	332,091	309,987	93.34%	240,242
Life Insurance Expense	14,167	7,175	50.65%	3,948
Auto Allowance Expense	10,200	9,350	91.67%	8,500
Other Benefits	269,785	196,921	72.99%	171,549
Unemployment Taxes	15,463	4,233	27.38%	4,689
Total Salaries and Benefits	4,278,627	4,002,175	93.54%	3,529,050

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

	Budget Amount FY 2017	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Administrative				
Administrative and Office Expenses				
Accounting	20,000	6,999	34.99%	15,648
Auditing	74,000	53,880	72.81%	51,247
Human Resources	30,000	15,226	50.75%	20,589
IT Services	88,000	69,745	79.26%	57,240
Internet	1,700	1,882	110.71%	4,950
Software Licenses	55,725	69,101	124.00%	22,157
Cell Phones	14,542	13,899	95.58%	10,277
Local Telephone Service	12,000	14,342	119.52%	13,142
Overnight Delivery Services	850	109	12.83%	119
Local Delivery Services	1,050	-	-	276
Copy Machine	12,000	13,922	116.02%	11,666
Repair & Maintenance-General	1,000	2,030	203.00%	2,950
Meeting Facilities	1,000	-	-	-
Community Meeting/ Events	2,000	25	1.25%	616
Meeting Expense	15,250	15,155	99.38%	6,680
Public Notices	2,000	25	1.25%	-
Toll Tag Expense	1,900	1,358	71.48%	1,270
Parking	3,600	1,461	40.58%	2,424
Mileage Reimbursement	11,200	4,335	38.71%	4,757
Insurance Expense	150,000	136,069	90.71%	120,330
Rent Expense	558,000	501,119	89.81%	358,191
Legal Services	525,000	61,172	11.65%	96,481
Total Administrative and Office Expenses	1,580,817	981,854	62.11%	801,010
Office Supplies				
Books & Publications	6,150	772	12.55%	1,082
Office Supplies	21,000	15,313	72.92%	19,108
Computer Supplies	17,000	14,435	84.91%	16,987
Copy Supplies	2,500	1,625	64.99%	1,760
Other Reports-Printing	10,000	6,054	60.54%	5,088
Office Supplies-Printed	2,700	943	34.91%	3,559
Misc Materials & Supplies	3,750	1,153	30.76%	2,238
Postage Expense	5,850	454	7.76%	549
Total Office Supplies	68,950	40,748	59.10%	50,371

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

	Budget Amount	Actual Year to	Percent of	Actual Prior Year
	FY 2017	Date	Budget	to Date
Communications and Public Relations				
Graphic Design Services	75,000	6,625	8.83%	20,410
Website Maintenance	140,000	107,184	76.56%	14,260
Research Services	105,000	87,828	83.65%	-
Communications and Marketing	469,900	290,311	61.78%	214,668
Advertising Expense	336,500	161,831	48.09%	128,064
Direct Mail	10,000	-	-	380
Video Production	35,000	12,342	35.26%	34,229
Photography	10,000	3,701	37.01%	9,232
Radio	10,000	-	-	-
Other Public Relations	125,000	5,000	4.00%	71,430
Promotional Items	10,000	972	9.72%	8,322
Displays	5,000	-	-	-
Annual Report printing	5,000	-	-	1,706
Direct Mail Printing	11,300	-	-	-
Other Communication Expenses	1,000	2,525	252.48%	925
Total Communications and Public Relations	1,348,700	678,318	50.29%	503,625
Employee Development				
Subscriptions	3,300	1,965	59.54%	8,973
Memberships	50,750	36,127	71.19%	41,961
Continuing Education	11,750	135	1.15%	331
Professional Development	6,700	-	-	303
Other Licenses	1,250	257	20.52%	430
Seminars and Conferences	44,000	24,468	55.61%	14,501
Travel	88,000	49,565	56.32%	54,627
Total Employee Development	205,750	112,516	54.69%	121,125
Financing and Banking Fees				
Trustee Fees	15,000	36,789	245.26%	16,663
Bank Fee Expense	8,000	5,290	66.13%	5,432
Continuing Disclosure	10,000	3,500	35.00%	-
Arbitrage Rebate Calculation	8,000	6,455	80.69%	3,685
Rating Agency Expense	30,000	15,000	50.00%	14,000
Total Financing and Banking Fees	71,000	67,034	94.41%	39,780
Total Administrative	3,275,217	1,880,470	57.42%	1,515,911

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

	Budget Amount FY 2017	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Operations and Maintenance				
Operations and Maintenance Consulting				
GEC-Trust Indenture Support	165,000	97,434	59.05%	111,344
GEC-Financial Planning Support	10,500	750	7.14%	2,421
GEC-Toll Ops Support	45,000	25,492	56.65%	31,643
GEC-Roadway Ops Support	331,667	442,157	133.31%	476,251
GEC-Technology Support	40,000	19,026	47.56%	63,445
GEC-Public Information Support	30,000	78,095	260.32%	43,368
GEC-General Support	1,176,000	721,004	61.31%	445,387
General System Consultant	70,000	85,511	122.16%	149,312
Traffic and Revenue Consultant	80,000	98,136	122.67%	73,267
Total Operations and Maintenance Consulting	1,948,167	1,567,603	80.47%	1,396,439
Roadway Operations and Maintenance				
Roadway Maintenance	4,871,600	2,456,847	50.43%	1,236,479
Landscape Maintenance	5,000	20	0.40%	108,103
Signal & Illumination Maint	20,000	279,623	1398.11%	141,816
Maintenance Supplies-Roadway	45,000	880	1.96%	68,483
Tools & Equipment Expense	750	381	50.81%	517
Gasoline	6,000	7,149	119.15%	2,675
Repair & Maintenance-Vehicles	1,500	2,823	188.20%	7,805
Roadway Operations	-	-	-	521
Electricity - Roadways	180,000	136,891	76.05%	132,349
Total Roadway Operations and Maintenance	5,129,850	2,884,613	56.23%	1,698,748
Toll Processing and Collection Expense				
Image Processing	2,300,000	1,270,785	55.25%	1,573,175
Tag Collection Fees	3,240,000	3,392,978	104.72%	2,906,393
Court Enforcement Costs	40,000	12,566	31.41%	15,400
DMV Lookup Fees	5,000	433	8.66%	2,002
Total Processing and Collection Expense	5,585,000	4,676,762	83.74%	4,496,970

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

	Budget Amount	Actual Year to	Percent of	Actual Prior Year
	FY 2017	Date	Budget	to Date
Toll Operations Expense				
Facility maintenance	-	30	-	825
Generator Maintenance	-	-	-	5,512
Generator Fuel	6,000	194	3.23%	1,291
Fire and Burglar Alarm	500	276	55.27%	370
Elevator Maintenance	3,000	-	-	2,530
Refuse	1,200	1,251	104.25%	793
Pest Control	1,600	-	-	3,074
Custodial	2,500	-	-	1,313
Telecommunications	90,000	43,971	48.86%	70,298
Water	10,500	12,962	123.45%	13,340
Electricity	1,200	1,863	155.21%	-
ETC spare parts expense	1,600	-	-	-
Repair & Maintenance Toll Equip	275,000	11,928	4.34%	365,029
Law Enforcement	273,182	182,856	66.94%	201,090
ETC Maintenance Contract	1,755,098	983,264	56.02%	1,140,774
ETC Toll Management Center System Operation	49,098	73,647	150.00%	-
ETC Testing	10,000	-	-	-
Total Toll Operations Expense	2,480,478	1,312,242	52.90%	1,806,239
Total Operations and Maintenance	15,143,495	10,441,220	68.95%	9,398,395
Other Expenses				
Special Projects and Contingencies				
HERO	700,000	1,131,890	161.70%	1,124,495
Special Projects	125,000	12,027	9.62%	737,879
Other Contractual Svcs	105,000	76,061	72.44%	36,369
Contingency	300,000	10,578	3.53%	21,342
Total Special Projects and Contingencies	1,230,000	1,230,556	100.05%	1,920,085

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

	Budget Amount FY 2017	Actual Year to Date	Percent of Budget	Actual Prior Year to Date
Non Cash Expenses				
Amortization Expense	383,230	351,840	91.81%	351,294
Amort Expense - Refund Savings	1,027,860	946,637	92.10%	942,205
Dep Exp- Furniture & Fixtures	2,207	2,260	102.42%	1,288
Dep Expense - Equipment	9,692	14,165	146.15%	8,595
Dep Expense - Autos & Trucks	6,406	10,151	158.46%	4,846
Dep Expense-Buildng & Toll Fac	177,115	162,355	91.67%	162,355
Dep Expense-Highways & Bridges	22,012,091	16,065,965	72.99%	15,532,202
Dep Expense-Communic Equip	196,115	179,772	91.67%	179,772
Dep Expense-Toll Equipment	2,756,238	2,526,551	91.67%	2,524,539
Dep Expense - Signs	325,893	298,735	91.67%	298,735
Dep Expense-Land Improvemts	884,934	811,190	91.67%	811,190
Depreciation Expense-Computers	16,203	12,605	77.80%	14,960
Total Non Cash Expenses	27,797,984	21,382,227	76.92%	20,831,981
Total Other Expenses	29,027,984	22,612,783	77.90%	22,752,066
Non Operating Expenses				
Bond issuance expense	200,000	1,147,665	573.83%	195,716
71 Express Net Revenue Payment	-	165,479	-	-
Interest Expense	42,813,675	28,804,982	67.28%	38,091,003
Community Initiatives	100,000	28,500	28.50%	35,000
Total Non Operating Expenses	43,113,675	30,146,626	69.92%	38,321,719
TOTAL EXPENSES	\$94,838,998	\$69,083,274	72.84%	\$75,517,142
Net Income	(\$22,871,542)	\$19,573,157		54,324,177

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

	as of 05/31/2017	as of 05/31/2016
ASSETS		
Current Assets		
Cash		
Regions Operating Account	\$ 449,930	\$ 744,963
Cash in TexStar	555,550	1,082,472
Regions Payroll Account	78,279	213,904
Restricted Cash		
Goldman Sachs FSGF 465	173,258,045	323,587,587
Restricted Cash - TexSTAR	195,064,391	6,832,737
Overpayments account	169,075	136,598
Total Cash and Cash Equivalents	369,575,270	332,598,261
Accounts Receivable		
Accounts Receivable	14,485	14,485
Due From TTA	2,361,403	570,892
Due From NTTA	448,367	439,634
Due From HCTRA	523,804	816,976
Due From TxDOT	464,309	5,388,661
Interest Receivable	456,862	457,030
Total Receivables	4,269,229	7,687,678
Short Term Investments		
Agencies	141,555,239	217,738,363
Total Short Term Investments	141,555,239	217,738,363
Total Current Assets	515,399,739	558,024,302
Total Construction in Progress	510,913,204	311,302,748
Fixed Assets (Net of Depreciation and Amortization)		
Computer	27,666	41,621
Computer Software	810,230	1,175,358
Furniture and Fixtures	15,464	31,822
Equipment	(1,186)	(5,223)
Autos and Trucks	51,848	21,354
Buildings and Toll Facilities	5,305,298	5,482,413
Highways and Bridges	600,569,207	609,659,784
Communication Equipment	38,649	234,765
Toll Equipment	14,730,144	17,486,381
Signs	10,957,620	11,283,513
Land Improvements	10,697,683	11,582,617
Right of way	87,944,995	86,849,829
Leasehold Improvements	150,452	163,300
Total Fixed Assets	731,298,071	744,007,536
Other Assets		
Intangible Assets-Net	102,402,124	11,958,218
2005 Bond Insurance Costs	4,519,258	4,732,766
Prepaid Insurance	50,320	47,104
Deferred Outflows (pension related)	780,064	-
Pension Asset	202,023	-
Total Other Assets	107,953,789	16,738,088
Total Assets	\$ 1,865,564,803	\$ 1,630,072,675

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

	as of 05/31/2017	as of 05/31/2016
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ (286,099)	\$ 152,726
Construction Payable	271,039	3,118,483
Overpayments	171,620	138,837
Interest Payable	21,732,703	23,773,943
Deferred Compensation Payable	(1)	-
TCDRS Payable	54,677	46,890
Medical Reimbursement Payable	1,735	1,860
Due to Other Entities	6,435,314	772,061
Other	-	650,000
Total Current Liabilities	28,380,988	28,654,801
Long Term Liabilities		
Compensated Absences	138,927	189,089
Deferred Inflows (pension related)	172,017	-
Long Term Payables	310,944	189,089
Bonds Payable		
Senior Lien Revenue Bonds:		
Senior Lien Revenue Bonds 2010	68,521,596	115,403,324
Senior Lien Revenue Bonds 2011	14,361,514	309,434,505
Senior Refunding Bonds 2013	144,183,000	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	-
Sn Lien Rev Bnd Prem/Disc 2010	-	15,470
Sn Lien Rev Bnd Prem/Disc 2011	-	(3,260,276)
Sn Lien Rev Bnd Prem/Disc 2013	10,193,350	12,223,326
Sn Lien Revenue Bnd Prem 2015	22,073,562	23,270,067
Sn Lien Put Bnd Prem 2015	5,744,736	7,608,490
Senior lien premium 2016 revenue bonds	56,377,904	-
Total Senior Lien Revenue Bonds	1,047,060,663	980,149,907
Sub Lien Revenue Bonds:		
Subordinated Lien Bond 2011	-	70,000,000
Sub Refunding Bnds 2013	101,530,000	102,030,000
Sub Debt Refunding Bonds 2016	74,690,000	-
Sub Lien Bond 2011 Prem/Disc	-	(1,699,225)
Sub Refunding 2013 Prem/Disc	2,365,697	2,855,007
Sub Refunding 2016 Prem/Disc	10,170,444	-
Total Sub Lien Revenue Bonds	188,756,141	173,185,782
Other Obligations		
TIFIA note 2015	52,580	51,002
SIB loan 2015	30,454,758	41,252
State Highway Fund Loan 2015	30,381,810	41,252
2013 American Bank Loan	3,570,000	5,300,000
71E TxDOT Obligation	165,479	-
Total Other Obligations	64,624,627	5,433,506
Total Long Term Liabilities	1,300,752,375	1,158,958,285
Total Liabilities	1,329,133,363	1,187,613,086
NET ASSETS		
Contributed Capital	40,347,060	35,847,060
Net Assets Beginning	476,432,916	352,288,352
Current Year Operations	19,651,465	54,324,177
Total Net Assets	536,431,440	442,459,589
Total Liabilities and Net Assets	\$ 1,865,564,803	\$ 1,630,072,675

Central Texas Regional Mobility Authority
Statement of Cash Flows
as of May 31, 2017

Cash flows from operating activities:

Receipts from toll fees	\$	65,456,697
Receipts from other fees		213,883
Payments to vendors		(9,142,238)
Payments to employees		(3,918,295)
Net cash flows provided by (used in) operating activities		52,610,047

Cash flows from capital and related financing activities:

Proceeds from notes payable		49,435,061
Refunding of bonds		(13,195,575)
Receipts from Department of Transportation		102,037,582
Receipt from Hays County		4,500,000
Payments on interest		(26,804,910)
Acquisition of capital assets		(156,534)
Acquisitions of construction in progress		(204,367,481)
Net cash flows provided by (used in) capital and related financing activities		(90,781,858)

Cash flows from investing activities:

Interest income		2,720,062
Purchase of investments		(251,358,427)
Proceeds from sale or maturity of investments		137,614,952
Net cash flows provided by (used in) investing activities		(111,023,413)
Net increase (decrease) in cash and cash equivalents		(149,195,225)
Cash and cash equivalents at beginning of period		323,150,553
Cash and cash equivalents at end of February	\$	173,955,327

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

Operating income	\$	29,802,356
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization		20,435,590
Changes in assets and liabilities:		
Decrease in accounts receivable		(2,174,415)
(Increase) decrease in prepaid expenses and other assets		57,282
(Decrease) increase in accounts payable		(1,323,652)
Increase (decrease) in accrued expenses		5,812,885
Total adjustments		22,807,691
Net cash flows provided by (used in) operating activities	\$	52,610,047

Reconciliation of cash and cash equivalents:

Unrestricted cash and cash equivalents	\$	697,283
Restricted cash and cash equivalents		173,258,044
Total	\$	173,955,327

INVESTMENTS by FUND

		Balance May 31, 2017		
Renewal & Replacement Fund				
TexSTAR	505,807.47		TexSTAR	195,619,941.36
Goldman Sachs	188,816.35		Goldman Sachs	172,986,870.50
Agencies		694,623.82	Agencies & Treasury Notes	<u>141,554,851.04</u>
Grant Fund				\$ 510,161,662.90
TexSTAR	9,102,507.84			
Goldman Sachs	474,987.83			
Agencies		9,577,495.67		
Senior Debt Service Reserve Fund				
TexSTAR	37,650,328.19			
Goldman Sachs	2,390,086.11			
Agencies	39,994,757.08	80,035,171.38		
2010 Senior Lien DSF				
Goldman Sachs	390,248.65			
TexSTAR	-	390,248.65		
2011 Debt Service Acct				
Goldman Sachs	752,063.36	752,063.36		
2013 Sr Debt Service Acct				
Goldman Sachs	4,581,853.58	4,581,853.58		
2013 Sub Debt Service Account				
Goldman Sachs	2,533,986.94	7,555,750.87		
TexSTAR	5,021,763.93			
2015 Sr Capitalized Interest				
Goldman Sachs	10,605,167.58	60,802,391.32		
TexSTAR	50,197,223.74			
2015A Debt Service Account				
Goldman Sachs	3.30	3.30		
2015B Debt Service Account				
Goldman Sachs	1,434,350.43	1,434,350.43		
2016 Sr Lien Rev Refunding Debt Service Account				
Goldman Sachs	8,685,871.32	8,685,871.32		
2016 Sub Lien Rev Refunding Debt Service Account				
Goldman Sachs	1,568,107.60	1,568,107.60		
2016 Sub Lein Rev Refunding DSR				
Goldman Sachs	6,644,881.54	6,644,881.54		
Operating Fund				
TexSTAR	555,549.96			
TexSTAR-Trustee	2,936,781.17			
Goldman Sachs	26,190.00	3,518,521.13		
Revenue Fund				
Goldman Sachs	1,807,543.76	1,807,543.76		
General Fund				
TexSTAR	25,109,743.19			
Goldman Sachs	22,894,445.02			
Agencies	4,406,063.75	52,410,251.96		
2013 Sub Debt Service Reserve Fund				
Goldman Sachs	3,477,374.48			
Agencies		3,477,374.48		
71E Revenue Fund				
Goldman Sachs	483,777.74	483,777.74		
MoPac Revenue Fund				
Goldman Sachs	122,361.44	122,361.44		
MoPac Construction Fund				
Goldman Sachs	41,487,343.44	41,487,343.44		
2011 Sub Debt Project fund				
TexSTAR	-			
Agencies				
Goldman Sachs	0.00	0.00		
2015B Project Account				
Goldman Sachs	5,047,201.40			
Agencies	20,173,745.80	40,280,114.43		
TexSTAR	15,059,167.23			
2015A Project Account				
TexSTAR	21,409,833.36			
Goldman Sachs	2,783,768.41			
Agencies	47,107,172.95			
Treasury Notes	29,873,111.46	101,173,886.18		
2015 TIFIA Project Account				
Goldman Sachs	50,339.57	50,339.57		
2015 State Highway Fund Project Account				
Goldman Sachs	29,621,899.11	29,621,899.11		
2015 SIB Project Account				
Goldman Sachs	19,749,377.47	19,749,377.47		
2011 Sr Financial Assistance Fund				
Goldman Sachs	1,463,667.45	26,533,531.19		
TexSTAR	25,069,863.74			
Develper Deposits				
Goldman Sachs	0.00	0.00		
183S Utility Custody Deposit				
Goldman Sachs	2,569,003.82			
TexSTAR	3,001,371.54	5,570,375.36		
45SW Trust Account Hays County				
Goldman Sachs	24,080.35	24,080.35		
45SW Trust Account Travis County				
Goldman Sachs	1,128,072.45	1,128,072.45		
		<u>\$ 510,161,662.90</u>		\$ -

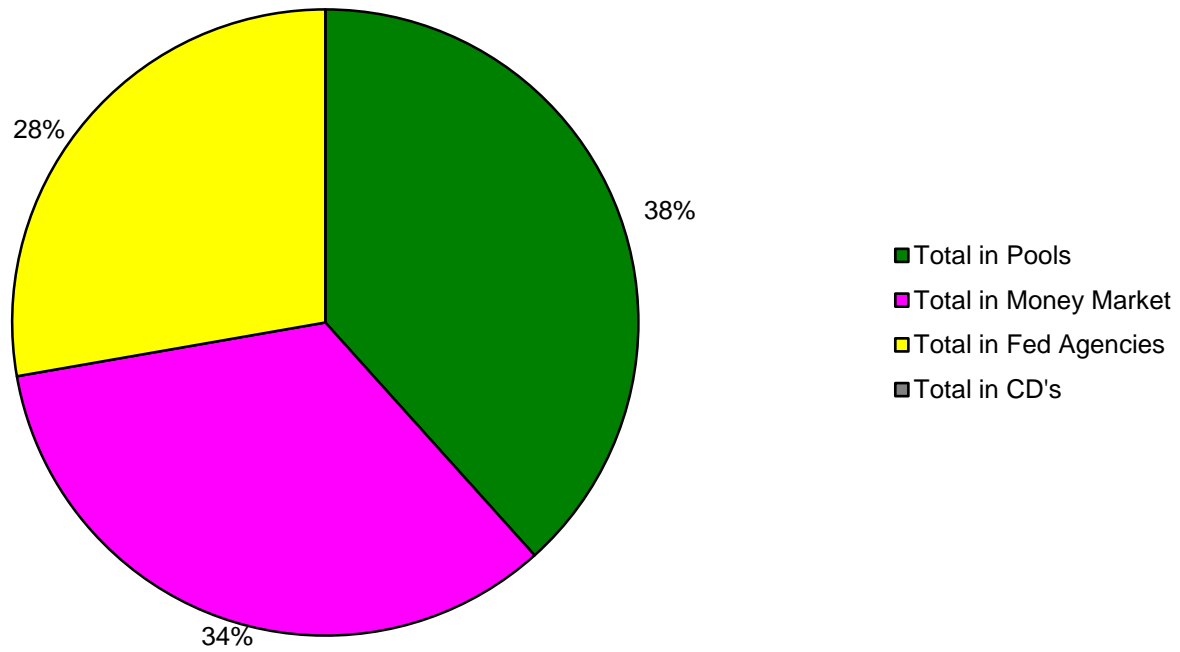
CTRMA INVESTMENT REPORT

Month Ending 5/31/17						
Balance 5/1/2017	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 5/31/2017	Rate May
Amount in Trustee TexStar						
2011 Sr Lien Financial Assist Fund	15,055,657.32	10,000,000.00		14,206.42	25,069,863.74	0.754%
2013 Sub Lien Debt Service Reserve	5,018,552.38			3,211.55	5,021,763.93	0.754%
General Fund	25,093,684.78			16,058.41	25,109,743.19	0.754%
Trustee Operating Fund	2,508,886.08	1,626,212.12		1,682.97	2,936,781.17	0.754%
Renewal and Replacement	505,483.97			323.50	505,807.47	0.754%
Grant Fund	4,097,599.77	5,000,000.00		4,908.07	9,102,507.84	0.754%
Senior Lien Debt Service Reserve Fund	10,631,181.14	27,000,000.00		19,147.05	37,650,328.19	0.754%
183S Utility Custody Deposit	0.00	3,000,000.00		1,371.54	3,001,371.54	
2015A Sr Ln Project account	5,299,738.33	16,100,000.00		10,095.03	21,409,833.36	0.754%
2015A Sr Ln Project Cap Interest	50,165,121.23			32,102.51	50,197,223.74	0.754%
2015B Sr Ln Project	15,049,536.49			9,630.74	15,059,167.23	0.754%
	133,425,441.49	62,726,212.12		112,737.79	195,064,391.40	
Amount in TexStar Operating Fund						
	655,147.54	1,200,000.00		402.42	1,300,000.00	0.754%
Goldman Sachs						
Operating Fund	0.00	1,652,380.00		22.12	1,626,212.12	0.280%
45SW Trust Account Travis County	1,305,996.83			826.20	1,128,072.45	0.280%
45SW Trust Account Hays County	94,757.79			56.28	24,080.35	0.280%
2015A Project Account	26,417,704.81	16,000,000.00		110,698.78	2,783,768.41	0.280%
2015B Project Account	5,044,569.73			2,631.67	5,047,201.40	0.280%
2015D State Highway Fund Project Acct	29,606,453.91			15,445.20	29,621,899.11	0.280%
2015C TIFIA Project Account	50,313.32			26.25	50,339.57	0.280%
2015E SIB Project Account	19,739,079.91			10,297.56	19,749,377.47	0.280%
Developer Deposits	0.00			0.06	0.00	0.280%
183S Utility Custody Deposit	5,826,249.35			3,039.46	2,569,003.82	0.280%
2011 Sr Financial Assistance Fund	11,457,690.16			5,977.29	1,463,667.45	0.280%
2010 Senior DSF	390,045.17			203.48	390,248.65	0.280%
2011 Senior Lien Debt Service Acct	751,671.23			392.13	752,063.36	0.280%
2013 Senior Lien Debt Service Acct	3,666,291.07	913,901.08		1,661.43	4,581,853.58	0.280%
2013 Subordinate Debt Service Acct	2,026,841.20	506,227.52		918.22	2,533,986.94	0.280%
2015 Sr Capitalized Interest	10,599,637.92			5,529.66	10,605,167.58	0.280%
2015A Debt Service Acct	3.30				3.30	0.280%
2015B Debt Service Acct	1,147,439.93	286,390.62		519.88	1,434,350.43	0.280%
2016 Sr Lien Rev Refunding Debt Service Account	8,633,251.82	48,128.90		4,490.60	8,685,871.32	0.280%
2016 Sub Lien Rev Refunding Debt Service Account	1,254,856.74	312,682.17		568.69	1,568,107.60	0.280%
2016 Sub Lein Rev Refunding DSR	6,641,416.82			3,464.72	6,644,881.54	0.280%
Grant Fund	5,472,133.11			2,854.72	474,987.83	0.280%
Renewal and Replacement	188,717.90			98.45	188,816.35	0.280%
Revenue Fund	3,171,223.82	5,614,195.63		2,002.32	1,807,543.76	0.280%
General Fund	24,497,157.50	2,893,891.91		10,143.34	22,894,445.02	0.280%
Senior Lien Debt Service Reserve Fund	29,374,761.78			15,324.33	2,390,086.11	0.280%
MoPac Revenue Fund	113,690.21	8,631.60		39.63	122,361.44	0.280%
71E Revenue Fund	412,798.47	70,877.39		101.88	483,777.74	
2013 Sub Debt Service Reserve Fund	3,475,561.34			1,813.14	3,477,374.48	0.280%
MoPac Managed Lane Construction Fund	43,738,282.01			22,936.56	41,487,343.44	0.280%
	245,098,597.15	28,307,306.82	0.00	222,084.05	172,986,870.50	
Amount in Fed Agencies and Treasuries						
Amortized Principal	157,591,937.90		(37,086.86)		16,000,000.00	141,554,851.04
	157,591,937.90	0.00	(37,086.86)	0.00	16,000,000.00	141,554,851.04
Certificates of Deposit						
Total in Pools	134,080,589.03	63,926,212.12		113,140.21	2,500,000.00	195,619,941.36
Total in GS FSGF	245,098,597.15	28,307,306.82		222,084.05		172,986,870.50
Total in Fed Agencies and Treasuries	157,591,937.90	0.00	(37,086.86)		16,000,000.00	141,554,851.04
Total Invested	536,771,124.08	92,233,518.94	(37,086.86)	335,224.26	18,500,000.00	510,161,662.90

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

William Chapman, CFO

Allocation of Funds



Amount of investments As of May 31, 2017

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	3133ECA79	4,959,250.00	4,988,680.56	4,986,800.00	1.2155%	3/11/2015	3/19/2018	Senior DSRF
Federal Farm Credit	3133EE4K3	24,928,346.00	24,992,295.27	24,991,250.00	0.7200%	1/13/2016	7/21/2017	Senior DSRF
Federal Farm Credit	3133EFSG3	10,057,749.23	10,022,795.61	9,996,300.00	0.8421%	2/8/2016	3/14/2018	2015B Sr Project
Federal Home loan Bank	313378QK0	10,253,642.07	10,150,950.19	10,090,700.00	1.0369%	2/8/2016	3/8/2019	2015B Sr Project
Freddie Mac	3137EADF3	Matured	Matured	Matured	0.6259%	2/9/2016	5/12/2017	2015A Sr Project
Freddie Mac	3134G4Z84	9,850,343.91	9,812,140.83	9,809,114.00	0.8097%	2/18/2016	10/10/2017	2015A Sr Project
Federal Home loan Bank	3030A62S5	6,984,310.89	6,997,305.30	6,995,520.00	0.9053%	3/14/2016	8/28/2017	2015A Sr Project
Federal Home loan Bank	303370SZ2	14,536,023.18	14,297,670.53	14,289,472.50	0.9023%	3/7/2016	9/8/2017	2015A Sr Project
Federal Home loan Bank	3030A5QL6	8,000,900.56	8,000,056.29	7,999,360.00	0.7913%	3/4/2016	6/30/2017	2015A Sr Project
Federal Home loan Bank	313379FW4	8,027,415.64	8,000,000.00	8,000,160.00	0.7098%	3/30/2016	6/9/2017	2015A Sr Project
Federal Home loan Bank	3030A6SW8	10,039,900.00	10,013,781.25	9,991,600.00	0.7616%	4/11/2016	12/19/2017	Senior DSRF
Federal Home loan Bank	3030A6SW8	4,417,556.00	4,406,063.75	4,396,304.00	0.7616%	4/11/2016	12/19/2017	General
US Treasury Note	912828TB6	29,888,668.75	29,873,111.46	29,869,701.30	0.6266%	12/28/2016	6/30/2017	2015A Sr Project
		141,944,106.23	141,554,851.04	141,416,281.80				

Agency	CUSIP #	COST	Cumulative Amortization	5/31/2017 Book Value	Maturity Value	Interest Income May 31, 2017		
						Accrued Interest	Amortization	Interest Earned
Federal Farm Credit	3133ECA79	4,959,250.00	(29,430.56)	4,988,680.56	5,000,000.00	3,916.67	1,131.94	5,048.61
Federal Farm Credit	3133EE4K3	24,928,346.00	(63,949.27)	24,992,295.27	25,000,000.00	15,000.00	3,852.37	18,852.37
Federal Farm Credit	3133EFSG3	10,057,749.23	34,953.62	10,022,795.61	10,000,000.00	9,166.67	(2,279.58)	6,887.09
Federal Home loan Bank	313378QK0	10,253,642.07	102,691.88	10,150,950.19	10,000,000.00	15,625.00	(6,861.37)	8,763.63
Freddie Mac	3137EADF3	Matured	Matured	Matured	Matured	16,666.67	(7,585.69)	9,080.98
Freddie Mac	3134G4Z84	9,850,343.91	38,203.08	9,812,140.83	9,800,000.00	9,187.50	(2,428.16)	6,759.34
Federal Home loan Bank	3030A62S5	6,984,310.89	(12,994.41)	6,997,305.30	7,000,000.00	4,375.00	898.23	5,273.23
Federal Home loan Bank	303370SZ2	14,536,023.18	238,352.65	14,297,670.53	14,250,000.00	26,718.75	(15,890.18)	10,828.57
Federal Home loan Bank	3030A5QL6	8,000,900.56	844.27	8,000,056.29	8,000,000.00	5,333.33	(56.28)	5,277.05
Federal Home loan Bank	313379FW4	8,027,415.64	27,415.64	8,000,000.00	8,000,000.00	6,666.67	(1,921.66)	4,745.01
Federal Home loan Bank	3030A6SW8	10,039,900.00	26,118.75	10,013,781.25	10,000,000.00	8,333.33	(1,968.75)	6,364.58
Federal Home loan Bank	3030A6SW8	4,417,556.00	11,492.25	4,406,063.75	4,400,000.00	3,666.67	(866.25)	2,800.42
US Treasury Note	912828TB6	29,888,668.75	15,557.29	29,873,111.46	29,870,000.00	18,688.75	(3,111.46)	15,577.29
		141,944,106.23	389,255.19	141,554,851.04	141,320,000.00	143,345.01	(37,086.86)	106,258.17

May 31, 2017

Certificates of Deposit Outstanding

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

Travis County Escrow account					
Balance		Accrued			Balance
5/1/2017	Additions	Interest	Withdrawals		5/31/2017
\$ 272,480.20		\$ 123.61	\$ 1,066.79		\$ 271,537.02



183 South Design-Build Project

Change Order Status 5/31/2017



Executed Contract Values	\$581,545,700
---------------------------------	----------------------

Executed Change Orders		
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
	Others Less than \$300,000 (3)	\$100,553
	Subtotal	(\$1,097,133)

Current Contract Value	\$580,347,165
-------------------------------	----------------------

Change Orders in Negotiations	\$6,500,000
--------------------------------------	--------------------

Potential Contractual Obligations	\$11,187,598
--	---------------------

Total Project Contingency	\$ 47,900,000
----------------------------------	----------------------

(-) Total Potential Obligations (Includes Executed Change Orders)	\$16,600,000
--	---------------------

Remaining Project Contingency	\$ 31,300,000
--------------------------------------	----------------------



SH 45SW Construction

Change Order Status 5/31/2017



Executed Contract Value	\$75,103,623
--------------------------------	---------------------

Executed Change Orders	
	None To Date
	Subtotal
	\$0

Current Contract Value	\$75,103,623
-------------------------------	---------------------

Change Orders in Negotiations	\$105,735
--------------------------------------	------------------

Potential Contractual Obligations	\$5,380,000
--	--------------------

Total Project Contingency	\$7,520,000
----------------------------------	--------------------

(-) Total Potential Obligations (Includes Executed Change Orders)	\$5,490,000
--	--------------------

Remaining Project Contingency	\$2,030,000
--------------------------------------	--------------------



MOPAC Construction

Change Order Status 5/31/2017



\$136,632,100

Executed Change Orders		
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
	Total of Others Less than \$300,000 (20)	\$1,073,504
	Subtotal	\$6,965,390

Current Contract Value	\$143,597,490
-------------------------------	----------------------

Change Orders in Negotiations	\$ (1,485,044)
--------------------------------------	-----------------------

Work by Others	\$ 8,500,000
-----------------------	---------------------

Other Potential Contractual Obligations	\$ 33,900,000
--	----------------------

Total Project Contingency	\$32,300,000
----------------------------------	---------------------

(+) Assessed Liquidated Damages (as of November 2016 Draw #41)	\$20,000,000
---	---------------------

(-) Total Potential Obligations (includes executed change orders)	\$47,880,346
--	---------------------

Remaining Project Contingency	\$4,419,654
--------------------------------------	--------------------



Monthly Newsletter - May 2017

Performance

As of May 31, 2017

Current Invested Balance	\$6,440,388,492.41
Weighted Average Maturity (1)	23 Days
Weighted Average Maturity (2)	88 Days
Net Asset Value	1.000016
Total Number of Participants	836
Management Fee on Invested Balance	0.06%*
Interest Distributed	\$4,371,899.11
Management Fee Collected	\$322,412.71
% of Portfolio Invested Beyond 1 Year	4.54%
Standard & Poor's Current Rating	AAAm

May Averages

Average Invested Balance	\$6,327,290,555.90
Average Monthly Yield, on a simple basis	0.7535%
Average Weighted Average Maturity (1)*	28 Days
Average Weighted Average Maturity (2)*	97 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 May:

- ★ City of Athens ★ City of Clarksville City ★ Galveston County MUD No. 54 ★ City of Lamesa

Holiday Reminder

In observance of **Independence Day, TexSTAR will be closed on Tuesday, July 4, 2017**. All ACH transactions initiated on Monday, July 3rd will settle on Wednesday, July 5th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

In May, political uncertainty in the U.S. continued as distractions from Washington persisted. There is little expectation that any of the "Big Three" pro-business agenda items – tax reform, infrastructure spending and deregulation – will see much progress before the end of the year. President Trump's budget proposal, which was released during the month, was met with bipartisan skepticism. In its current form, it is unlikely that both the Senate and House will pass the budget proposal before the fiscal year begins on October 1st. In addition, Congress must reach an agreement in September to raise the federal debt limit and approve government funding for the coming fiscal year. Meanwhile, the Fed left rates unchanged at its May Federal Open Market Committee (FOMC) meeting. However, the minutes of the meeting indicated that "most participants" thought it would "soon be appropriate" to raise rates again, supporting expectations for a June rate hike. It appears that economic growth is in line with Fed expectations and that the slowdown in inflation, particularly in March, was viewed as transitory. The minutes also provided more detail regarding normalization of the Fed's balance sheet, proposing the use of monthly caps, which could be adjusted quarterly, as a limit on the amount of proceeds that will be allowed to run off and not be re-invested.

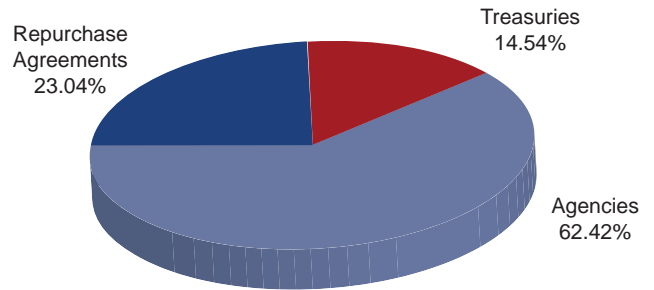
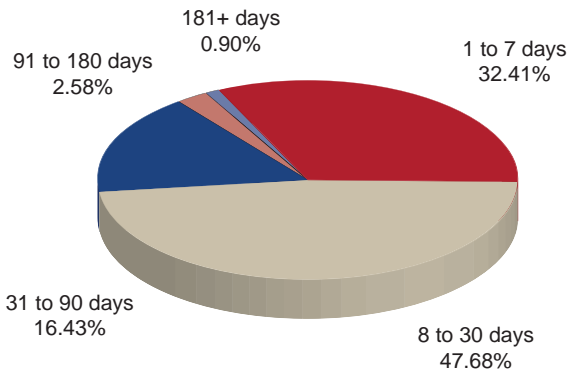
Q1 2017 growth slowed, as anticipated, however the growth backdrop for the rest of 2017 looks brighter. With business and consumer confidence elevated and realized investment spending already improving, the outlook for growth has significant upside. In terms of the timing for the next federal funds rate 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 2 additional rate hikes in 2017, as of the March 2017 meeting. Continued easing in financial conditions and further steady improvement in the labor market since the March FOMC has presented the Fed with the opportunity to raise rates again at the June meeting despite some softening in inflation data. President Trump will also be able to appoint three new members to the Board of Governors, as well as a Vice Chair of Supervision, this year. These appointments are unlikely to make a major impact on monetary policy in 2017. However, when Chair Yellen's term is complete in 2018, a new Chair could lead to a major shift in the Fed's approach to monetary policy going forward.

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

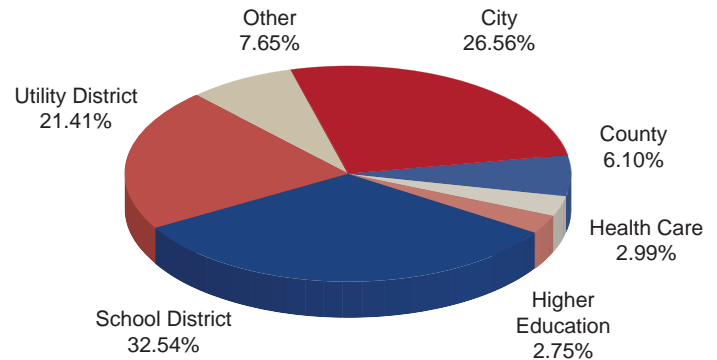
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of May 31, 2017



Portfolio by Maturity As of May 31, 2017



Distribution of Participants by Type As of May 31, 2017

Historical Program Information

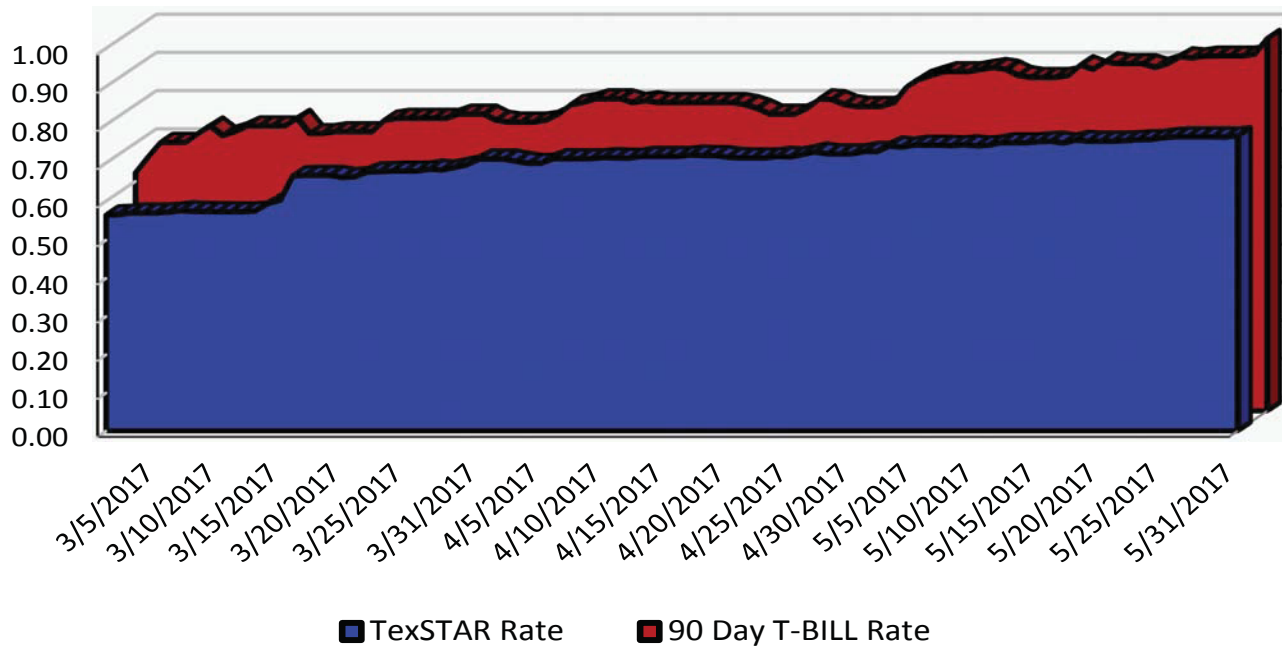
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
May 17	0.7535%	\$6,440,388,492.41	\$6,440,492,333.25	1.000016	28	97	836
Apr 17	0.7140%	6,279,219,607.16	6,279,507,477.47	1.000045	36	105	832
Mar 17	0.6269%	6,551,167,144.50	6,551,621,726.22	1.000064	42	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
Oct 16	0.4202%	5,155,508,603.07	5,157,927,996.01	1.000469	39	105	820
Sep 16	0.4123%	5,253,367,191.87	5,255,503,092.88	1.000412	43	115	818
Aug 16	0.3990%	5,436,604,745.94	5,438,039,955.56	1.000263	39	114	817
Jul 16	0.3861%	5,602,432,939.56	5,603,475,110.87	1.000186	46	113	813
Jun 16	0.3927%	5,286,667,625.92	5,287,554,140.45	1.000167	47	111	810

Portfolio Asset Summary as of May 31, 2017

	Book Value	Market Value
Uninvested Balance	\$ 715.78	\$ 715.78
Accrual of Interest Income	4,854,249.60	4,854,249.60
Interest and Management Fees Payable	(4,430,766.55)	(4,430,766.55)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,483,602,999.70	1,483,602,999.70
Government Securities	4,956,361,293.88	4,956,465,134.72
Total	\$ 6,440,388,492.41	\$ 6,440,492,333.25

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 May 2017

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
5/1/2017	0.7294%	0.000019983	\$6,276,656,912.75	1.000059	30	104
5/2/2017	0.7290%	0.000019973	\$6,268,643,052.31	1.000063	32	101
5/3/2017	0.7435%	0.000020370	\$6,257,750,288.61	1.000044	33	106
5/4/2017	0.7407%	0.000020293	\$6,303,171,840.40	1.000048	32	104
5/5/2017	0.7457%	0.000020429	\$6,265,850,531.99	1.000041	31	102
5/6/2017	0.7457%	0.000020429	\$6,265,850,531.99	1.000041	31	102
5/7/2017	0.7457%	0.000020429	\$6,265,850,531.99	1.000041	31	102
5/8/2017	0.7441%	0.000020387	\$6,220,488,522.83	1.000038	31	102
5/9/2017	0.7471%	0.000020468	\$6,219,028,213.90	1.000041	31	102
5/10/2017	0.7437%	0.000020374	\$6,246,338,567.78	1.000038	30	102
5/11/2017	0.7459%	0.000020435	\$6,225,718,506.16	1.000046	29	101
5/12/2017	0.7521%	0.000020605	\$6,318,428,776.82	1.000051	28	98
5/13/2017	0.7521%	0.000020605	\$6,318,428,776.82	1.000051	28	98
5/14/2017	0.7521%	0.000020605	\$6,318,428,776.82	1.000051	28	98
5/15/2017	0.7550%	0.000020684	\$6,326,564,509.00	1.000046	27	98
5/16/2017	0.7561%	0.000020715	\$6,359,059,417.02	1.000043	27	93
5/17/2017	0.7513%	0.000020584	\$6,353,244,432.77	1.000042	28	97
5/18/2017	0.7588%	0.000020788	\$6,371,300,462.42	1.000043	29	98
5/19/2017	0.7561%	0.000020715	\$6,367,858,755.04	1.000037	27	95
5/20/2017	0.7561%	0.000020715	\$6,367,858,755.04	1.000037	27	95
5/21/2017	0.7561%	0.000020715	\$6,367,858,755.04	1.000037	27	95
5/22/2017	0.7574%	0.000020752	\$6,330,611,619.14	1.000034	29	95
5/23/2017	0.7600%	0.000020839	\$6,488,080,369.80	1.000028	27	93
5/24/2017	0.7605%	0.000020835	\$6,420,849,718.14	1.000026	26	93
5/25/2017	0.7651%	0.000020961	\$6,429,552,400.99	1.000023	26	92
5/26/2017	0.7677%	0.000021034	\$6,349,345,247.87	1.000022	24	90
5/27/2017	0.7677%	0.000021034	\$6,349,345,247.87	1.000022	24	90
5/28/2017	0.7677%	0.000021034	\$6,349,345,247.87	1.000022	24	90
5/29/2017	0.7677%	0.000021034	\$6,349,345,247.87	1.000022	24	90
5/30/2017	0.7669%	0.000021010	\$6,354,764,723.35	1.000015	23	90
5/31/2017	0.7703%	0.000021104	\$6,440,388,492.41	1.000016	23	88
Average	0.7535%	0.000020643	\$6,327,290,555.90		28	97

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



Exhibit B

(To be provided at the Board Meeting)



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #7

Approve Supplemental Work Authorization
No. 1 for CP&Y's contract for design and
construction support services for the Manor
Expressway (290E) Phase III project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$900,000 (not to exceed)
Funding Source:	Manor Expressway (290E) Phase III Project
Action Requested:	Consider and act on draft resolution

Summary:

At the July 27, 2016 Board meeting, the Board authorized the Executive Director to execute a contract and Work Authorization No. 1 with CP&Y for engineering design services for the Manor Expressway (290E) Phase III Project. Following execution of the original work authorization, a supplemental work authorization was to be executed when specific project details were determined through the design development process and to provide for future construction support services.

This supplemental work authorization No. 1 approves a not to exceed amount of \$900,000 to design the ITS/Tolling elements of the project, provide additional design efforts for a collector-distributor system at Parmer Lane and sidewalk design on the north side of the US 290 westbound frontage road, provide funding for future construction support services, and create a contingency to provide funding for any unanticipated design requirements for the Project.

Backup Provided:	Draft Resolution Supplemental Work Authorization No. 1
------------------	---

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

RESOLUTION NO. 17-0XX

**APPROVE SUPPLEMENTAL WORK AUTHORIZATION NO. 1 FOR CP&Y'S
CONTRACT FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE
MANOR EXPRESSWAY (290E) PHASE III PROJECT**

WHEREAS, the Mobility Authority supports the goal of improving mobility in the Central Texas region through development of three (3) additional 290 East / SH130 direct connectors in order to improve safety and operations; and

WHEREAS, by Resolution No. 16-049 dated July 27, 2016, the Board authorized the Executive Director to execute a contract and Work Authorization No. 1 with CP&Y Inc. for engineering design services for the Manor Expressway (290E) Phase III Project; and

WHEREAS, the Mobility Authority planned to issue a supplemental work authorization once sufficient design development occurred to identify additional project design elements and to provide for construction phase services; and

WHEREAS, the Executive Director and CP&Y have negotiated Supplemental Work Authorization No. 1 in an amount not to exceed \$900,000 for additional design efforts needed to complete the project design and for construction phase services; and

WHEREAS, the Executive Director recommends that the Board approve the proposed Supplemental Work Authorization No. 1 in the form or substantially the same form attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to execute Supplemental Work Authorization No. 1 with CP&Y Inc., in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

Exhibit A

MANOR EXPRESSWAY (290E) PHASE III

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and CP&Y, Inc. (the Engineer) dated July 29, 2016.

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

Supplemental Work Authorization No. 1 is not to exceed \$900,000 and will be authorized, as necessary, in individual Notice to Proceeds as indicated below.

NTP1

A Notice to Proceed 1 (NTP 1) on this Supplemental Work Authorization will be issued in writing to perform supplemental design services that were not included in Work Authorization No. 1. This work primarily includes design efforts and data collection/geotechnical explorations required for the addition of:

1. Collector-Distributor System at Parmer Lane
2. Sidewalk and associated crosswalks and signals on the north side of the US 290 westbound frontage road from Blue Goose Road to the east side of the northbound SH 130 frontage road
3. ITS/Toll Facility Design (not included in the original Work Authorization)

Additional scope shown in Attachment A will be added to the services to be provided by the engineer shown in the original work authorization.

Additional fees for the added services, not to exceed \$350,481, are shown in Attachment B.

NTP2

NTP 2 is intended for addition of Construction Phase Services to Work Authorization No. 1 as the construction phase of the project is implemented. This fee will be negotiated and authorized at that time. As a placeholder for these efforts, an estimated fee of \$281,847 was developed.

NTP3

NTP3 includes contingency funding for any unforeseen project efforts that will require design services from CP&Y and their project team. The amount identified for this contingency is \$267,672 and will be authorized as necessary for design or construction phase services.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 1 not hereby amended are to remain in full force and effect.

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

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Mike Heilgenstein

Executive Director

(Date)

ATTACHMENT A
Services to be Provided by the Engineer
Manor Expressway (290E) Phase III

The Design Consultant Engineer (“Engineer”), shall provide additional design services related to the proposed improvements at Parmer Lane and SH 130. These improvements require extending the northern SH 130 project limits to allow for the design and construction of a collector distributor over Parmer Lane and existing ramp modifications. Additional design services are required for the design of pedestrian facilities along the WB 290E frontage road from Blue Goose Road to the SH 130 interchange per the project environmental commitments and for the design of toll facilities on the project.

1. DATA COLLECTION / PRELIMINARY DESIGN

1.4. Geotechnical Investigation

1.4.1. General Requirements

1.4.1.1. Perform geotechnical investigations and testing according to TxDOT’s Geotechnical Manual (latest edition) and TxDOT’s Test Methods, or ASTM Standards if no corresponding TxDOT Methods exist. Supplement existing boring logs performed by others with five (5) new borings for the design of bridge substructures and retaining walls at the Parmer Lane area. All proposed boring locations shall be identified by the Engineer and shown on a boring layout, reviewed and approved by the Mobility Authority prior to performing geotechnical investigations.

2. FINAL DESIGN

2.3. Geotechnical Investigation

2.3.1. The Engineer shall perform an analysis of the existing retaining walls at Parmer Lane using available as-built plans, geotechnical studies, and additional soil investigations in order to assist in making recommendations for wall modifications associated with the proposed CD construction. The Engineer shall develop design options for both modifying the existing retaining walls and/or replacing the existing walls with a new wall system. A preliminary costs analysis shall be developed to assist in making a final wall recommendation. The geotechnical Engineer shall update the geotechnical report with their findings and prepare the additional PS&E documents associated with the CD construction including the wall and bridge structure.

2.7. Final Roadway Design

2.7.2. Roadway Plans & Geometry

The Engineer shall:

- Develop final Proposed Typical Sections Sheets for the Parmer Lane CD improvements.
- Complete Roadway Plan and Profile sheets. Prepare roadway geometry of proposed CD and ramps. Prepare modifications to SH 130 ramp scheme

ATTACHMENT A
Services to be Provided by the Engineer
Manor Expressway (290E) Phase III

associated with State comments. Prepare miscellaneous exhibits for coordination of design with stakeholders

- Develop Ramp Gore Layout for the Parmer Lane CD. Prepare miscellaneous roadway details for Parmer Lane median modifications.
- The Engineer will complete the Open Roads 3D DGN and DTM to model the proposed project elements at Parmer Lane.
- Prepare Design Cross Sections at 50-foot stations along the CD improvements for the determination of cut and fill quantities and limits of construction.
- Incorporate pedestrian sidewalk into the roadway plans along the WB 290E frontage road from Blue Goose to the SH 130 interchange. The Engineer shall prepare miscellaneous roadway details required for the construction of the sidewalk.

2.8. Drainage Design

2.8.1. Hydraulic Report:

Refine the hydrologic and hydraulic studies performed in the preliminary phase to include the additional construction of the Parmer Lane CD.

2.8.2. Bridge and Culvert Plan Sheets

- The Engineer shall prepare the necessary Hydraulic Data Sheets, External Drainage Area Maps, and Culvert layouts to account for the construction of the Parmer Lane CD and effect on the existing culvert at this location. This effort will also include drainage design for new sidewalk on the WBFR bridge over SH 130.

2.8.3. Storm Drain Plan Sheets

The Engineer will address the required project storm drain systems associated with the Parmer Lane CD/ramp improvements and the new sidewalk along the WBFR, including the following:

- Storm Drain Computations
- Interior Drainage Area Maps
- Drainage Plan and Profile Sheets
- Channel Layouts

2.8.4. Storm Water Pollution Prevention Plan (SW3P)

- Erosion and Sediment Control Plans shall be developed to account for the construction of the Parmer Lane CD and the new sidewalk on the WBFR.

2.9. Structural Design

The Engineer shall prepare the additional design of the Parmer Lane CD structure and for the modification of the WB 290E frontage road structure over SH 130 to incorporate

ATTACHMENT A
Services to be Provided by the Engineer
Manor Expressway (290E) Phase III

sidewalk/pedestrian elements in conformance with the latest edition of the State's *LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailer's Manual,* and *AASHTO LRFD Bridge Design Specifications (HL 93 Loading)*. The Engineer will also modify the bridge plans and railroad agreement exhibits to add crash walls on both sides of both structures crossing over the Capital Metro rail facilities.

- 2.9.1.** The Engineer shall incorporate, into the final design of the bridge elements, aesthetic design features and details as determined in the preliminary engineering phase.
- 2.9.2.** Bridge Layouts: The Engineer shall finalize Bridge Layout plans, elevations and typical sections.
- 2.9.3.** The Engineer shall generate final design calculations and final detail drawings for the Project structures. Structural design calculations and final detail drawings will be in accordance with standard requirements of TxDOT. The Engineer's designer and checker shall both check calculations and sign the front page of each individual calculation package. The Engineer shall submit structural design calculations and quantity calculations for review at the Final submittal. The Engineer shall coordinate interim over the shoulder reviews at the request of the Mobility Authority and GEC.
- 2.9.4.** The Engineer shall develop a Boring Log Key map layout indicating locations of geotechnical boring.
- 2.9.5.** Boring Log Elevations: The Engineer will include boring logs for each geotechnical borings on separate sheets.
- 2.9.6.** Estimated Quantities and Bearing Seat Elevations: The Engineer shall provide bridge quantity summaries at 60%, Pre-Final and Final Plan submittals. The bridge elevations shall be limited to bearing seat elevations only.
- 2.9.7.** Abutment details and calculations shall be provided for custom abutments.
- 2.9.8.** Interior Bent details and calculations shall be provided for custom interior bent details (caps and columns).
- 2.9.9.** Footings: Details and calculations shall be provided for footing elements.
- 2.9.10.** Framing Plan: For steel girder design, this effort includes design of steel girders and field splices.
- 2.9.11.** Slab Plan: The slab plan includes the development of prestressed beam designs.
- 2.9.12.** Foundation Design: Details for foundation layouts and calculations shall be provided for foundation elements
- 2.9.13.** Drainage Details: The Engineer shall provide details for concealed drainage for bridge deck scuppers. Drainage slots in bridge rails shall not be used for the mainlane structures. These sheets will be developed with combined details for use on various structures.
- 2.9.14.** Aesthetic Design: The Engineer shall finalize detailed drawings for aesthetic features compatible with the project aesthetic theme.
- 2.9.15.** Miscellaneous Details: The details shall include Structural Details for aesthetics. These sheets will be developed with combined details for use on various structures.

ATTACHMENT A
Services to be Provided by the Engineer
Manor Expressway (290E) Phase III

2.9.16. Standard Details: The Engineer will use the latest TxDOT standard details for beams, diaphragms, railings, expansion joints, riprap, etc. wherever possible. Prepare any project-specific modified standards necessary for inclusion in the PS&E package. Sign, seal and date all project-specific modified standards.

2.9.17. Specifications: The Engineer will develop specifications as needed for bridge structures.

2.11. Signing, Markings and Signalization

The Engineer shall prepare additional signing/stripping design for the construction of the Parmer Lane CD and other requested sign modifications. The Engineer shall modify the existing WB 290E frontage road signals at SH 130 to account for the pedestrian movements associated with the construction of sidewalk along the frontage road. The Engineer shall provide the following:

- Large Sign Details: Engineer shall provide detail sheets for large guide signs. These sheets shall show dimensions, layout of text, directional arrows and shields, borders and colors.
- Overhead Sign Structures Elevations: Engineer shall provide five (5) overhead sign structure elevations.
- Pedestrian Signals: Engineer shall modify the existing signals to account for the construction of sidewalk along the WB 290E frontage Road at the SH 130 interchange. Engineer will coordinate with the City of Austin to receive approval of the traffic signal modifications.

2.14. Illumination

2.14.1. The Engineer shall design safety lighting at the Parmer Lane CD ramp merge locations, auxiliary lanes, and other locations as required. The Engineer shall provide lighting calculation exhibit(s) for the illumination design.

2.14.2. The illumination design documents will be prepared by the Engineer for the Project as a single set of illumination plans and incorporate them into the PS&E package. The Engineer shall coordinate and provide plans drawings, at a scale of 1" = 100', showing the locations of all components of the illumination system. The Engineer shall include all applicable standards, specifications, details and estimates for the system in the plan set.

3. TOLL FACILITIES INFRASTRUCTURE DESIGN

The Toll Facilities Infrastructure design documents will be prepared by the Engineer based on the details and directives provided by the Mobility Authority and incorporated into the PS&E package. It is assumed this task shall include one (1) toll gantry for the S-W direct connector. The Engineer shall coordinate and provide plan drawings for all tolling infrastructure and power. The Engineer shall provide the following:

3.1.1. Plan drawings showing the roadway geometry and layout in the vicinity of the toll

ATTACHMENT A
Services to be Provided by the Engineer
Manor Expressway (290E) Phase III

- gantries
- 3.1.2.** Detailed drawings for tolling locations including all conduits for communication and power, junction boxes, gantry foundation, structure and lightning protection, control cabinet foundations, foundations for generators, fencing and lighting. Plan sheets will include toll gantry foundation requirements, column details and identification of overhead sign bridge (OSB) truss standards.
- 3.1.3.** Detailed drawings for the foundations and electrical utilities, required for control cabinets, emergency generator, and fuel tank. The details will integrate the required dimensions and capacities to accommodate the appropriate structure sizes provided by the Mobility Authority's System Integrator. Electrical design will include coordination with primary utility company and secondary power supply to the cabinet including meter and all wiring/cables to the nearest junction box. Coordination with the Toll Systems Integrator will be required (Systems Integrator will provide all electrical load requirements and rough in locations/details). The toll collection system design will be prepared by others.
- 3.1.4.** Although a toll gantry installation will not be included as part of the E-S DC, design will be done to not preclude future addition of a toll gantry. This would include providing a future mounting location and conduit installations on the bridge structure.

**Attachment B
FEE SCHEDULE
Manor Expressway (290E) Phase III Project**

	CP&Y, Inc.	HDR Engineering, Inc.	K. Friese & Associates, Inc.	P.E. Structural Consultants, Inc.	Corsair Consulting, LLC	Maldonado-Burkett ITS, LLP	Inland Geodetics, LLC	Surveying and Mapping, LLC	TOTAL
1.0 PRELIMINARY DESIGN									
1.1 - ENVIRONMENTAL DOCUMENT REVIEW/COORDINATION	\$ -								\$ -
1.2 - PUBLIC INVOLVEMENT COORDINATION	\$ -								\$ -
1.3 - DATA COLLECTION	\$ -								\$ -
1.4 - GEOTECHNICAL INVESTIGATION	\$ -								\$ -
1.4A - GEOTECHNICAL DRILLING / TESTS	\$ -				\$ 9,298				\$ 9,298
1.5 - SURVEYING	\$ -								\$ -
1.6 - SUBSURFACE UTILITY ENGINEERING AND UTILITY COORDINATION	\$ -								\$ -
1.6A - SUE LOCATION SERVICES	\$ -								\$ -
1.7 - PRELIMINARY DESIGN	\$ -								\$ -
1.8 - ROADWAY DESIGN	\$ -								\$ -
1.9 - DRAINAGE DESIGN	\$ -								\$ -
1.10 - STRUCTURAL DESIGN	\$ -								\$ -
1.11 - RETAINING WALL DESIGN	\$ -								\$ -
1.12 - SIGNING, MARKINGS AND SIGNALIZATION	\$ -								\$ -
1.13 - TRAFFIC CONTROL PLAN	\$ -								\$ -
1.14 - INTELLIGENT TRANSPORTATION SYSTEMS (ITS)	\$ -								\$ -
1.15 - ILLUMINATION	\$ -								\$ -
1.16 - TOLL FACILITIES INFRASTRUCTURE DESIGN	\$ -								\$ -
1.17 - TRAFFIC OPERATIONS MODELING	\$ -								\$ -
1.18 - MISCELLANEOUS	\$ -								\$ -
1.19 - COORDINATION, MEETINGS & INVOICING	\$ -								\$ -
1.0 PRELIMINARY DESIGN - SUB TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 9,298	\$ -	\$ -	\$ -	\$ 9,298
2.0 FINAL DESIGN									
2.1 - PUBLIC INVOLVEMENT & STAKEHOLDER COORDINATION	\$ -								\$ -
2.2 - DATA COLLECTION	\$ -								\$ -
2.3 - GEOTECHNICAL INVESTIGATION	\$ -				\$ 43,865				\$ 43,865
2.4 - SURVEYING	\$ -								\$ -
2.5 - UTILITY COORDINATION AND DESIGN	\$ -								\$ -
2.6 - SPECIAL DESIGN PER MOBILITY AUTHORITY REQUEST	\$ -								\$ -
2.7 - FINAL ROADWAY DESIGN	\$ 71,695								\$ 71,695
2.8 - DRAINAGE DESIGN	\$ -		\$ 22,393						\$ 22,393
2.9 - STRUCTURAL DESIGN	\$ 12,096			\$ 52,151					\$ 64,247
2.10 - RETAINING WALL DESIGN	\$ -								\$ -
2.11 - SIGNING, MARKINGS AND SIGNALIZATION	\$ 23,523	\$ 10,623							\$ 34,146
2.12 - TRAFFIC CONTROL PLAN	\$ -								\$ -
2.13 - INTELLIGENT TRANSPORTATION SYSTEMS	\$ -					\$ 10,503			\$ 10,503
2.14 - ILLUMINATION	\$ -								\$ -
2.15 - TOLL FACILITY DESIGN	\$ -								\$ -
2.16 - MISCELLANEOUS	\$ -								\$ -
2.17 - COORDINATION, MEETINGS & INVOICING	\$ -								\$ -
2.0 FINAL DESIGN - SUB TOTAL	\$ 107,314	\$ 10,623	\$ 22,393	\$ 52,151	\$ 43,865	\$ 10,503	\$ -	\$ -	\$ 246,849
3.0 TOLL FACILITIES INFRASTRUCTURE DESIGN - SUB TOTAL	\$ 13,855			\$ 38,222		\$ 26,235			\$ 78,312
OTHER DIRECT EXPENSES	\$ -			\$ 934	\$ 15,088				\$ 16,022
SUB TOTAL - ENGINEERING DESIGN SERVICES	\$ 121,169	\$ 10,623	\$ 22,393	\$ 91,308	\$ 68,251	\$ 36,738	\$ -	\$ -	\$ 350,481
PERCENTAGE DBE %	34.6%	3.0%	6.4%	26.1%	19.5%	10.5%	0.0%	0.0%	100.0%
			6.4%	26.1%	19.5%	10.5%	0.0%	0.0%	62.4%



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #8

Approve Work Authorization No. 7 for
Parsons Brinckerhoff, Inc. for general
engineering consultant services related to the
MoPac Improvement Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, PE
Associated Costs:	\$4,948,829.57
Funding Source:	Project Funds
Action Requested:	Consider and act on draft resolution

Summary:

On July 1, 2016, the Mobility Authority entered into an Agreement with Parsons Brinckerhoff, Inc. for General Consulting Civil Engineering Services. This work authorization approves Parsons Brinckerhoff, Inc. to provide construction management services necessary to oversee the MoPac Improvement Project for a total amount not to exceed \$4,948,829.57.

Backup Provided:	Draft Resolution Work Authorization No. 7
------------------	--

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

RESOLUTION NO. 17-0XX

**APPROVAL OF WORK AUTHORIZATION NO. 7 WITH PARSONS
BRINCKERHOFF, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
RELATED TO THE MOPAC IMPROVEMENT PROJECT**

WHEREAS, by Resolution 16-034 dated June 15, 2016, the Board of Directors authorized the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with Parsons Brinckerhoff, Inc. for general engineering consultant services; and

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

WHEREAS, the Executive Director and Parsons Brinckerhoff, Inc. have negotiated proposed Work Authorization No. 7 for general engineering consultant services for the MoPac Improvement Project; and

WHEREAS, the Executive Director estimates the reasonable fees associated with the services to be provided under Work Authorization No. 7 to be in an amount not to exceed \$4,948,829.57; and

WHEREAS, the services to be provided under in Work Authorization No. 7 are anticipated to be substantially complete by August 31, 2018. However, Work Authorization No. 7 will not expire until all tasks associated with the Scope of Services are completed; and

WHEREAS, the Executive Director recommends that the Board approve proposed Work Authorization No. 7, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board approves an amount not to exceed \$4,948,829.57 for the services described in Work Authorization No. 7; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to finalize and execute proposed Work Authorization No. 7 with Parsons Brinckerhoff, Inc. in an amount not to exceed \$4,948,829.57 and in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 7

This Work Authorization is made as of this 26 day of July, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of June 30, 2016 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and **Parsons Brinckerhoff, Inc.** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

MoPac Improvement Project – Completion of Design/Build Oversight

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A - Scope of Work

Section B. - Schedule

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

Services defined herein are anticipated to be substantially complete on August 31, 2018. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete as defined by the Mobility Authority.

Section C. - Compensation

C. 1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$4,948,829.57 based on a Cost Plus fee listed in Attachment B - Fee Estimate. Compensation shall be in accordance with the Agreement.

The Authority and the GEC agree that the budget amounts contained in Attachment B - Fee Estimate for the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

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

Section D. - Authority's Responsibilities

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

Section E. - Other Provisions

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

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

GEC:

Parsons Brinckerhoff, Inc.

By: _____

By: _____

Name: Mike Heiligenstein

Name: Mario Medina

Title: Executive Director

Title: Vice President

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Attachment A – Scope of Work

WORK AUTHORIZATION NO. 7

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

General

The services to be performed by the GEC will include, but not be limited to, project management services necessary to oversee the **remaining** construction of the MoPac Improvement Project (hereinafter referred to as the Project) through the use of a Design/Build Contract (hereinafter referred to as the D/B Contract). This will entail those professional services and associated deliverables required to complete the oversight activities associated with the management of the Design/Build Contractor(s) (hereinafter referred to as the D/B Contractor) for the remaining portion of work.

The GEC will assist with communications between the Mobility Authority and D/B Contractor, acting as an extension of Mobility Authority staff by providing technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control or direct construction under the D/B Contract. Oversight reviews by the GEC will not relieve the D/B Contractor of sole responsibility for the means and methods of construction, or for health or safety precautions in connection with the work under the D/B Contract. The GEC will maintain core D/B Oversight staff at the D/B Contractor-provided Project I field office(s) to manage and administer the planning, execution, and construction; including invoicing and administrative support, for activities required to complete the overall oversight efforts. This staff will represent the Mobility Authority's interests as defined in the D/B Contract.

1. PROJECT MANAGEMENT (Code 13730)

The GEC will provide staff to manage, review and coordinate the Project. The GEC will develop and maintain a staffing plan for consistency and appropriate level of Project staffing. Activities included in this task:

1.1. Project Administration

- Review and report on the D/B Contractor's submittals of records and reports including:
 - Weekly payroll
 - Statement of wage compliance
 - Requests for payment of materials on hand and DBE compliance
 - Reports and records as required for the Project by TxDOT and/or FHWA and/or City of Austin and/or UPRR and/or Capital Metro
- Report Project progress and issues in a timely manner
- Review, monitor, and report on D/B Contractor's Project Schedule
- Update records of the cost involved in potential new change order work. These records will include labor and equipment times and materials installed (temporary

- or permanent).
- Assist in the surveillance of the D/B Contractor's compliance with contract requirements that are remaining on the project. The GEC will review, based on available information, the D/B Contract compliance and maintaining the appropriate files thereof. Typical areas of compliance responsibility include LGPP requirements, EEO Affirmative Action, DBE, OJT positions and number if hours, and payroll and subcontracts.
- Provide compliance oversight of third party agreements for remaining work including:
 - Dewatering permits
 - NPDES permits
 - Demolition permits
 - Noise permits
 - Corps of Engineer permits
 - Utility agreements
 - UPRR I Capital Metro agreements

1.2. Sub-Consultants

- Coordinate, contract and provide oversight for any required sub-consultants to the GEC.

1.3. Program Reporting

- Provide a monthly update to the Mobility Authority on key milestones accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- Track, monitor, and report on contracts and budgets for the GEC and sub-consultants, and the D/B Contractor
- Track, monitor, and prepare reports on DBE utilization for the D/B Contractor's program and GEC team.

1.4. Project Schedule

The GEC will provide staff to coordinate the Project scheduling efforts. Specific activities include:

- Evaluate, monitor, and verify according to contractual requirements, the D/B Contractor's Project Schedule; Baseline and Updates, and Recovery Schedules.
- Report and verify the D/B Contractor's progress and upcoming milestones on a monthly basis to the Mobility Authority.
- Identify, catalog, and archive Baseline Schedule and schedule revisions and Updates, and Recovery Schedules. Evaluate time impacts and report recommendations to the Mobility Authority.

1.5. Change Order Processing & Management

- Provide review of new potential Change Orders on the Project and process in accordance with the D/B Contract and coordinate with external agencies as required.
- Review Change Order cost estimates prepared by the D/B Contractor, evaluate

D/B Contractor claims for extension of time, and provide comments and recommendations to the Mobility Authority.

- Update log and retain all documents associated with new potential Change Orders.

1.6. Project Meetings & Documentation

The GEC will facilitate the following internal GEC Project meetings to assess progress, schedule, and quality of services being provided as well as identify issues:

- Project Progress Meetings - Weekly
- Mobility Authority Construction Status Update Meetings - Monthly

The GEC will prepare agendas and meeting minutes.

In addition, the GEC will participate in the D/B Contractor's Project meetings, including but not limited to:

Construction Phase

- Utilities - Weekly
- Rail - Weekly
- Quality Assurance - Bi-weekly
- Maintenance of Traffic - Weekly
- Public Information - Weekly
- Environmental Compliance – Weekly

Oversight. Scheduling. And Coordination

- 4-Week Rolling Schedule Review - Weekly
- Comprehensive Schedule - Monthly
- Staffing Meeting - Monthly
- Steering Committee - Bi-weekly
- Executive Management - Quarterly

1.7. Tracking Database

Update the tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications, Insurance and Bonds, material test data, schedules, audits, related technical data, and issues associated with the Project that occur after the start date of this GEC work authorization.

2. CONSTRUCTION OVERSIGHT (Code 13620)

The GEC will provide professional services associated with construction oversight including the construction engineering and inspection in accordance with the PDA, D/B Contract, and SI Contract for the remainder of construction. The GEC will provide qualified technical and

professional personnel to perform this task. In performance of this task, the GEC shall not direct, manage, or control the D/B Contractor's construction work activities. Construction Oversight by the GEC, including field inspections, testing, and oversight reviews, will not relieve the D/B Contractor of sole responsibility for the means and methods of the construction, or for health or safety precautions in connection with the work. The Engineer(s) of Record will remain responsible for design related services.

The GEC will establish and maintain the Project Field Office operation within the D/B Contractor-provided facility; including leasing and maintenance of project vehicles; and any additional expenses required by the Project and not provided by the D/B Contractor.

Construction oversight efforts will focus on coordination with the D/B Contractor's and Si's construction processes to provide monitoring and oversight of reasonable compliance obligations, sound engineering practices, and regulatory requirements. The GEC will utilize the previously developed Quality Assurance Plan (QAP) which will be incorporated by reference into the D/B Contractor's Construction Quality Management Plan (CQMP). The following activities are included:

2.1. Construction Oversight Inspections

- Perform and report construction inspections for remaining construction items.
- Review and report final documentation of schedule of values in support of D/B Contractor's draw requests.
- Develop diaries and logs for remaining construction items.
- Provide a digital photo and/or video log of the Project area for the remainder of construction, with heavy emphasis on areas with potential claim items/issues and on areas of real/potential public controversy.

2.2. Traffic Control

- Review, monitor, and recommend modification to the D/B Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards.
- Document and issue deficiency reports to the D/B Contractor on any non-compliance of traffic control devices or layouts.
- Coordinate with the D/B Contractor and the Mobility Authority regarding major traffic disruptions.
- Attend meetings pertaining to the traffic control and maintenance of traffic that are held by the D/B Contractor, designers or interested parties.

2.3. Requests for Information (RFI) and Non-Conformance Report Processing and Management

- Review and facilitate responses on Project RFIs for newly submitted RFIs.
- Prepare new Non-Compliance Reports (NCRs) for non-compliant work issued.
- Update log, and retain all documents associated with RFIs and NCRs.

2.4. Shop Drawing I Submittals Processing and Management

- Review new shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittal for

general conformance with the design plans and specifications submitted by the D/B Contractor. Check that the Engineer(s) of Record have provided required approvals. The Engineer(s) of Record will be responsible for final approval.

- Update log and retain all new documents associated with shop drawings.
- Coordinate with the D/B Contractor on processing, submittal documentation, follow-up activities, and clarifications.

2.5. D/B Contractor Draw Requests

- Review completeness of the D/B Contractor's submittal in accordance with the requirements of the D/B Contract, including:
 - Cover Sheet
 - Monthly Progress Report
 - Certification by Construction Quality Control Manager
 - Report of personnel hours
 - Progressed schedule of values
 - DBE utilization report
 - Cash flow and payment curves
 - Updated Project schedule
 - Waiver of liens from previous draw requests
 - Material on hand invoices
 - Lane I shoulder I ramp I cross street rental and/or Liquidated Damages fee report
- Evaluate that the request accurately reflects monies due for acceptable work completed.
- Review and provide required certifications to the Mobility Authority for processing of the D/B Contractor's partial and final pay requests.

2.6. Utility and Rail Oversight

The GEC will provide coordination, support, and assistance for utility related activities. GEC support activities do not relieve the D/B Contractor of sole responsibility for performance of all utility-related activities. Specific activities include:

- Review new (if any) utility plans for compliance with the TxDOT Utility Accommodation Policy, compatibility with the Project features, betterment inclusion, and constructability.
- Provide oversight review of location, materials, and backfilling of trenches associated with utility adjustments; the GEC is not responsible for actual location of utilities.
- Participate in meetings as necessary to support effective management of the utility and rail coordination process.
- If necessary, provide support to D/B Contractor in scheduling periodic meetings with utility and rail owner's representatives for coordination purposes.
- Support D/B Contractor with negotiating the details of new utility agreements with the utility companies, as requested. Details will include any necessary betterment percentages, indirect costs, plans, estimates, and schedules for the utility companies' activities.
- Review of new utility adjustment agreements including plans, estimates, and

property interest.

-
- Monitor payments from the D/B Contractor to utility owners for utility adjustments and rail owners for flagging operations.
- Provide utility construction monitoring and verification, to the extent possible.

2.7. Survey Support

- Perform remaining survey verifications needed to complete verification.

2.8. Final Punch List, Final Inspection, Notice of Completion

The GEC will:

- Coordinate with the D/B Contractor, CTRMA and TxDOT in the generation of a final punch list.
- Monitor the resolution of outstanding construction items.
- Inspection of punch list completion.
- Verify there are no outstanding claims related to the D/B Contractor's work.
- Provide Notification of Completion to the Mobility Authority.

3. MATERIAL ACCEPTANCE TESTING (Code 13620)

The GEC will provide Quality Acceptance testing of remaining materials incorporated into the project, coordinate materials testing operations, and review Material Test Reports. Material Testing procedures will include:

3.1. Quality Acceptance

- Utilize the previously prepared Qualification Program for materials utilized by the project for the construction of the Project in accordance with the Quality Acceptance Program (QAP).
- Submit construction Quality Acceptance Material Certification letter monthly to the Mobility Authority.
- All material test results will be reviewed by the Construction Manager or Resident Engineer.

3.2. Verification

- Utilize the previously prepared testing plan in compliance with TxDOT's Guide Schedule of Sampling and Testing for the Project.
- Perform the testing of construction materials utilized on the Project.
- Prepare and manage new Non-Compliance Reports (NCRs) for failing tests as appropriate.
- Update the material testing database.
- Review mill and shop inspection and laboratory tests and field test of construction materials performed by the testing engineer and the off-site materials testing agency.

3.3. Independent Assurance Program

- Continue the Independent Assurance (IA) Program which evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.
- Update documentation of all qualified individuals who perform required tests for acceptance of materials, as needed.
- Verify that laboratories are qualified to perform testing.

4. ENVIRONMENTAL COMPLIANCE (Code 13620)

The GEC will provide staff to review and report on the D/B Contractor's environmental compliance efforts. Specific activities include:

- Oversight review and audits of the D/B Contractor's Comprehensive Environmental Protection Program (CEPP).
- Monitor the D/B Contractor's compliance with the SWPPP plans and permit requirements.
- Issue new Non-Compliance Reports (NCRs) for instances which fall below permit requirements.
- Update database to track and verify new environmental commitments documented in the Environmental Documents and for permit compliance.
- Monitor the D/B Contractor's activities to determine if environmental encounters are being promptly reported and managed in accordance with the CEPP, and applicable laws and regulations.

5. ADDITIONAL SERVICES

5.1. General

The services listed above are anticipated to cover the range of activities for the oversight of remainder of construction of the Project. However, change can occur at any time during the project term and may involve changed scope, schedule or staffing. Changes to the scope and/or schedule of the work, whether at the request of the Mobility Authority or resulting from changes to the project initiated by the D/B Contractor, may require additional services outside of this scope, or the provision of identified services for an additional period of time.

6. LIST OF ASSUMPTIONS

6.1. Project Scope

The services provided by the GEC as described in this Work Authorization are based upon the Project scope as defined in the D/B Contract scope of work and technical provisions. Given this D/B project is within a year and a half until completion, the GEC will be responsible only for those items, as outlined in the scope of services,

from the time of the notice to proceed until project completion.

6.2. Project Schedule

The services provided by the GEC as described in this Work Authorization are based upon the remaining project schedule. Any change to the project schedule dates as noted below may require a supplement to this Work Authorization.

ATTACHMENT B - FEE ESTIMATE

CTRMA: North Mo Pac Improvement Project GEC Transition
 Consultant: WSP USA Inc.
 Construction Level Of Effort Estimate: August 2017 thru December 2018

	2017					2018											Reg. Hours (165/mo)	OT Hours (15%)	Total Hours	Rate	OH	Profit	Multiplier	Burdened Hourly Rate	Total Labor																					
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov										Dec																				
TOTAL LABOR TASK 1																				\$																										
TASK 1 - Construction Phase Services																																														
Construction Engineering & Inspection																																														
OFFICE																																														
Senior CM Adviser	0.20	0.20	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1					248		248	\$ 120.00	1.53	0.1	2.78	\$ 333.96	\$ 82,655.10																					
Sr. Construction Manager	0.50	0.50	0.50	0.50	0.50	0.50	0.33	0.33	0.25	0.25	0.25	0.25					769		769	\$ 100.00	1.53	0.1	2.78	\$ 278.30	\$ 213,984.87																					
Project Manager	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.50	0.50	0.50	0.50					1320		1,320	\$ 75.00	1.70	0.1	2.97	\$ 222.75	\$ 294,030.00																					
Office Engineer	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50					990		990	\$ 42.00	1.70	0.1	2.97	\$ 124.74	\$ 123,492.60																					
Administrative Assistant	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25					495		495	\$ 22.00	1.70	0.1	2.97	\$ 65.34	\$ 32,343.30																					
FIELD																																														
Construction Mgr.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1980		1,980	\$ 200.00	1.00	1	1.00	\$ 200.00	\$ 396,000.00																					
Field Engineer	1.00	1.00	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75					1568		1,568	\$ 60.00	1.20	0.1	2.42	\$ 145.20	\$ 227,601.00																					
Auditor	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25					495		495	\$ 44.50	1.20	0.1	2.42	\$ 107.69	\$ 53,306.55																					
Chief Inspector	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50					990	149	1,139	\$ 46.50	1.20	0.1	2.42	\$ 112.53	\$ 128,115.41																					
Sr. Inspector	1.00	1.00	1.00	1.00	1.00	1.00											990	149	1,139	\$ 40.00	1.11	0.1	2.32	\$ 92.84	\$ 105,698.34																					
Sr. Inspector/Office Eng.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					1980	297	2,277	\$ 43.00	1.11	0.1	2.32	\$ 99.80	\$ 227,251.43																					
Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00										1155	173	1,328	\$ 33.00	1.11	0.1	2.32	\$ 76.59	\$ 101,734.65																					
Inspector	1.00	1.00	1.00	1.00	1.00	1.00											990	149	1,139	\$ 27.00	1.50	0.1	2.75	\$ 74.25	\$ 84,533.63																					
Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00										1155	173	1,328	\$ 69.00	1.00	1	1.00	\$ 69.00	\$ 91,649.25																					
TOTAL LABOR TASK 2																				\$																										
Task 2-Material Testing, Surveying, Inspection																																														
REL (Material Testing																									\$400,000																					
Toll Operations (HNTB)																									\$310,000																					
Rifeline (Public Information)																									\$75,000																					
Survey Verification																									\$150,000																					
TOTAL LABOR TASK 3																				\$																							\$935,000			
TASK 3 - Project Closeout																																														
Construction Engineering & Inspection																																														
OFFICE																																														
Senior CM Adviser																	83		83	\$ 120.00	1.53	0.1	2.78	\$ 333.96	\$ 27,551.70																					
Sr. Construction Manager																	248		248	\$ 75.00	1.53	0.1	2.78	\$ 208.73	\$ 51,659.44																					
Project Manager																	619		619	\$ 75.00	1.70	0.1	2.97	\$ 222.75	\$ 137,826.56																					
Office Engineer																	330		330	\$ 42.00	1.70	0.1	2.97	\$ 124.74	\$ 41,164.20																					
Administrative Assistant																	124		124	\$ 22.00	1.70	0.1	2.97	\$ 65.34	\$ 8,085.83																					
FIELD																																														
Construction Mgr.																	825		825	\$ 200.00	1.00	1	1.00	\$ 200.00	\$ 165,000.00																					
Field Engineer																	248		248	\$ 60.00	1.20	0.1	2.42	\$ 145.20	\$ 35,937.00																					
Auditor																	165		165	\$ 44.50	1.20	0.1	2.42	\$ 107.69	\$ 17,768.85																					
TOTAL LABOR TASK 4																				\$																									\$ 484,993.58	
TASK 4 - GEC Support (Breakout Project, Fence Extensions, General Support)																																														
OFFICE																																														
Program Manager	0.25	0.25	0.25	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	355		355	\$ 85.00	1.53	0.1	2.78	\$ 236.56	\$ 83,917.89																					
Senior Engineer	1.00	1.00	1.00	1.00													660		660	\$ 65.00	1.53	0.1	2.78	\$ 180.90	\$ 119,390.70																					
Engineer	1.50	1.50	1.00	1.00	0.50	0.50	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	1444		1,444	\$ 55.00	1.70	0.1	2.97	\$ 163.35	\$ 235,836.56																					
CADD	1.00	1.00	0.50	0.50													495		495	\$ 40.00	1.50	0.1	2.75	\$ 110.00	\$ 54,450.00																					
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.10	0.10	0.10	1370		1,370	\$ 32.00	1.50	0.1	2.97	\$ 95.04	\$ 130,157.28																					
Scheduler	0.50	0.50	0.50	0.50	0.50	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	949		949	\$ 183.00	1.00	1	1.00	\$ 183.00	\$ 173,621.25																					
K Friese and Associates																									\$	\$ 35,000.00																				
TOTAL LABOR TASK 4																				\$																									\$ 832,373.68	
TASK 5 - Dispute Support Resources																																														
Dispute Analysis & Resolution																																														
OFFICE																																														
Jr. Claims Analyst	0.50	1.00	1.00	0.50	0.50	0.33	0.33	0.20									719		719	\$ 58.00	1.70	0.1	2.97	\$ 172.26	\$ 123,923.84																					
Sr. Construction Engineer	0.50	1.00	1.00	0.50	0.20	0.20	0.20	0.20									627		627	\$ 65.00	1.70	0.1	2.97	\$ 193.05	\$ 121,042.35																					
FTE (Full Time Equivalent)																																														
TOTAL LABOR TASK 5																				\$																										\$ 244,966.19
TOTAL LABOR																				\$																										\$ 4,659,729.57

Field Direct Expense	
Field Man Hours	13,629
Man Hours / Month	165
Field Man Months	82.6
TOTAL DIRECT EXPENSE @ \$3,500/ MO	\$ 289,100.00
TOTAL CONSTRUCTION PHASE FEE ESTIMATE	\$ 4,948,829.57



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #9

Authorize the Executive Director to negotiate and execute an assignment of Parsons Brinckerhoff, Inc. Work Authorization No. 1 to Atkins for general engineering consultant services related to the MoPac South Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	No additional cost
Funding Source:	Reimbursement with Project funds
Action Requested:	Consider and act on draft resolution

Summary:

At the September 7, 2016 Board meeting, the Board authorized the Executive Director to execute work authorization No. 1 with Parsons Brinckerhoff, Inc. to provide support of project activities which include completing the environmental document, traffic, schematic design, project management and administration.

The Draft Resolution authorizes the Executive Director to negotiate and execute an assignment of Parsons Brinckerhoff work authorization No. 1 to Atkins.

Backup Provided:	Draft Resolution Work authorization No. 1 with Parsons Brinckerhoff, Inc
------------------	---

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

RESOLUTION NO. 17-0XX

**AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE
AN ASSIGNMENT OF PARSONS BRINCKERHOFF, INC. WORK AUTHORIZATION
NO. 1, GENERAL ENGINEERING CONSULTANT SERVICES RELATED TO THE
MOPAC SOUTH PROJECT, TO ATKINS NORTH AMERICA, INC.**

WHEREAS, by Resolution No. 17-062 dated September 7, 2016, the Board authorized the Executive Director to execute Work Authorization No. 1 with Parsons Brinckerhoff, Inc. for general engineering consultant services for the MoPac South Project; and

WHEREAS, the Mobility Authority now requests to reassign Work Authorization No. 1 with Parsons Brinckerhoff, Inc. to Atkins North America, Inc.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to negotiate and execute an assignment of Parsons Brinckerhoff, Inc. Work Authorization No. 1 for general engineering consultant services related to the MoPac South Project to Atkins North America, Inc.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

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

RESOLUTION NO. 16-062

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

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

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

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

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

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

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

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

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

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

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Wilkerson
Chairman, Board of Directors

EXHIBIT D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1

This Work Authorization is made as of this 26th day of September, 2016, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of July 1, 2016 (the Agreement), between the **Central Texas Regional Mobility Authority** (Authority) and **Parsons Brinckerhoff, Inc.** (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

MoPac South

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

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Not applicable.

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

Please reference Attachment A – Scope of Work

Section B. - Schedule

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

Services defined herein shall be substantially complete by December 31, 2017. This Work Authorization will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority authorizes to the GEC an authorized amount \$1,000,000.00 based on Attachment B-Fee Estimate. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

Not applicable.

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility
Authority

GEC: Parsons Brinckerhoff, Inc.

By: Mike Heiligenstein

By: Mario G. Medina

Signature:



Signature:



Title: Executive Director

Title: Area Manager

Date: 9-26-16

Date: 10/24/16

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

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

General

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

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

1.0 PROJECT MANAGEMENT & ADMINISTRATION

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

1.1. Contract Administration

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

1.2. Progress Status Reports

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

1.3. Record Keeping and File Management

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

1.4. Correspondence

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

1.5. Schedule Preparation and Update

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

1.6. Project Reporting/Dashboard Update

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

2.0 PROJECT DEVELOPMENT

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

2.1. Project Development Support

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

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

2.1.2. Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to: general engineering assistance, general technology assistance,

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

2.2. Financial Planning Support

2.2.1. Project Cost Estimate Updates

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

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

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

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

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

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

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

2.2.3. Toll Feasibility Analysis Updates

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

2.2.4. Financial Advisor Support/Financial Plan Development

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

- Assess third party related costs for utility adjustments/relocations.
- If necessary, assist with a system financing plan which may include additional Authority Projects and may require the update and revision of the respective operations and maintenance costs, traffic and revenue studies, and renewal and replacement cost estimates.

- Develop a Funding Contingency Plan should funding for the project as a whole not be provided and determine the impact of various design approaches on estimated project costs and project design life. GEC will:
 - Develop a list of “reasonable” design options for consideration such as project length reductions, ramp reductions, and pavement structure modifications, etc.
 - Meet with the Authority regarding design option concurrence prior to additional analysis.
 - Analyze and document the financial implications of the various design options considered and include such things as project cost, schedule impact, local economic impact, length of useful life, operations and maintenance, and impact on financing options.

2.3. Toll Systems Support

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

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

2.4. Conceptual Operations Plan

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

requirements, infrastructure, personnel, operations and maintenance support efforts, and resource requirements.

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

2.4.1. Operations Plan Development

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

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

2.4.2. Interagency Coordination

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

3.0 ENVIRONMENTAL SERVICES

3.1. Environmental Program Oversight

3.1.1 Agency Coordination

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

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

3.1.2 Document Review

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

3.1.3 Schematic Design Review

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

3.2 Evaluation of Park & Ride Locations

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

4.0 PUBLIC INVOLVEMENT SERVICES

4.1. Oversight of Environmental-related Public Involvement

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

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

4.2. Enhanced Public Involvement Activities

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

- “Informed Consent”-driven Open Houses
- Elected Official Outreach

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

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

4.3. 3D Simulations and Renderings

4.3.1 3D Simulations

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

4.3.2 Renderings

Coordination update of renderings.

5.1 CONTEXT SENSITIVE SOLUTIONS SUPPORT

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

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

6.0 FINAL ENGINEERING CONSULTANT SERVICES

6.1 Consultant Procurement

GEC will prepare the deliverables required to complete the procurement of

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

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

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #10

Authorize the procurement of a firm to perform general engineering consulting services for the Central Texas Regional Mobility Authority

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

Summary:

On January 4, 2010, the Mobility Authority entered into a General Engineering Consulting Services (GEC) Agreement with Atkins North America, Inc. which is currently set to expire on December 31, 2017.

It is recommended that a new procurement for such services be undertaken prior to the expiration of the GEC Agreement to insure that GEC services are available to the Mobility Authority without interruption. This item authorizes the Executive Director and Mobility Authority staff to undertake a procurement process consistent with the Procurement Policies of the Mobility Authority for GEC services.

Backup Provided: Draft Resolution

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

RESOLUTION NO. 17-0XX

**AUTHORIZE PROCUREMENT OF GENERAL
ENGINEERING CONSULTING SERVICES**

WHEREAS, by Resolution No. 09-53 dated August 26, 2009, the Board authorized the Executive Director to negotiate and execute an agreement with Atkins North America (formerly PBS&J) for general consulting engineering services; and

WHEREAS, the agreement with Atkins expires on December 31, 2017; and

WHEREAS, the Executive Director recommends that a procurement to enter into a contract with a consultant to provide general engineering services be completed prior to the expiration of the agreement with Atkins to insure that general engineering consulting services are available to the Mobility Authority without interruption.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to conduct a procurement for a consultant to provide general engineering services to the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of July 2017.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #11

Quarterly briefing on projects
under construction

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:

Quarterly briefing on projects under construction:

- A. 183 South Project
- B. SH 45SW Project

Backup Provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #12

MoPac Improvement Project Monthly Report

Strategic Plan Relevance: Regional Mobility
Department: Engineering
Contact: Steve Pustelnyk, Director of Community Relations
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

July 26, 2017
AGENDA ITEM #13

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 Comments.

- A. MoPac South
- B. Oak Hill Parkway
- C. 183 North
- D. Letter of Interest to TIFIA

Backup Provided: None



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #14

CapMetro Update on Project Connect

Strategic Plan Relevance:	Regional Mobility
Department:	Administration
Contact:	Jeff Dailey, Deputy Executive Director
Associated Costs:	N/A
Funding Source:	N/A
Action Requested:	None

Summary:

This item will involve a presentation by a representative of Capital Metro on their efforts to update Project Connect. Project Connect is a plan designed to create a system of high-capacity transit options for central Texas.



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #15

Executive Session

Executive Session:

Discuss legal issues related to claims by or against the Mobility Authority; pending or contemplated litigation and any related settlement offers; or other matters as authorized by §551.071 (Consultation With Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #16

Executive Session

Executive Session:

Discuss legal issues relating to procurement and financing of Mobility Authority transportation projects, as authorized by §551.071 (Consultation With Attorney).



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

July 26, 2017
AGENDA ITEM #17

Executive Session

Executive Session:

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