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

**RESOLUTION NO. 08-30**

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

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

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA rules and has subsequently undertaken to cause the Project to be constructed and completed; and

WHEREAS, an integral part of the Project is the provision of multi-modal transportation opportunities, including trails and paths for use by pedestrians and bicyclists along portions of the Project; and

WHEREAS, the CTRMA has developed plans for a shared use path along portions of the Project in the vicinity of Brushy Creek with the first phase extending northward to FM 1431 (the "Shared Use Path"); and

WHEREAS, the Shared Use Path includes a pedestrian and bicycle crossing of the railroad operated by Capital Metro south of Brushy Creek Road (the "RR Crossing") and it has been determined that the construction of the RR Crossing must be completed as expeditiously as possible by a contractor knowledgeable in construction of such improvements and acceptable to Capital Metro; and

WHEREAS, the CTRMA has adopted procurement policies (the "Procurement Policies") that provide for various methods for procurement of goods and services; and

WHEREAS, the CTRMA Board of Directors in Resolution No. 07-53, dated August 29, 2007, determined that construction and installation of the Shared Use Path should be procured for the Project and instructed the Executive Director and CTRMA staff to initiate the process for procuring such services; and

WHEREAS, such procurement documents were prepared and issued specifically for the construction services related to the RR Crossing and the bid responses thereto have been opened and evaluated by CTRMA staff and its GEC consultant, and it is recommended that \_\_\_\_\_ be awarded the construction contract for the construction of the RR Crossing.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby accepts the recommendation of \_\_\_\_\_ to construct the RR Crossing and hereby awards the construction contract for the construction of the RR Crossing to \_\_\_\_\_, and that the Executive Director and CTRMA staff finalize all agreements necessary to cause such construction services to be provided; and

BE IT FURTHER RESOLVED, that CTRMA staff and its GEC consultant complete all necessary due diligence related to \_\_\_\_\_ and its bid prior to the execution of the construction agreements; and

BE IT FURTHER RESOLVED, upon the determination through such due diligence that \_\_\_\_\_ may properly be finally awarded the construction contract for the RR Crossing in accordance with the Procurement Policies, the Executive Director is authorized to execute all necessary agreements to finalize this award; however, in the event such due diligence reveals that \_\_\_\_\_ may not be properly awarded the construction contract, the Executive Director and CTRMA staff are instructed to undertake efforts to finalize such agreements with the next lowest responsible bidder for construction of the RR Crossing.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June 2008.

Submitted and reviewed by:

Approved:

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

\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-30  
Date Passed 06/25/08

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

**RESOLUTION NO. 08-29**

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

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

WHEREAS, the CTRMA identified the 183-A Turnpike Project (the "Project") as its initial project in a petition filed under the RMA rules and has subsequently undertaken to cause the Project to be constructed and completed; and

WHEREAS, an integral part of the Project is the provision of multi-modal transportation opportunities, including trails and paths for use by pedestrians and bicyclists along portions of the Project; and

WHEREAS, the CTRMA developed plans for a shared use path along portions of the Project in the vicinity of Brushy Creek with the first phase extending northward to FM 1431 (the "Shared Use Path"); and

WHEREAS, the CTRMA submitted a grant application under the Surface Transportation Program-Metropolitan Mobility Grant Program ("Grant Program") to the Capital Area Metropolitan Planning Organization ("CAMPO") in 2007 requesting a grant of \$1,200,000.00 to be used to reimburse a portion of the construction costs of the Shared Use Path; and

WHEREAS, the CTRMA received approval of its grant application in the full requested amount at the April 2008 CAMPO meeting; and

WHEREAS, it is necessary to enter into an Advanced Funding Agreement with the Texas Department of Transportation ("Funding Agreement") in order for the CTRMA to utilize the grant funds from the Grant Program as reimbursement for a portion of the construction costs of the Shared Use Path; and


WHEREAS, the Board of Directors desires that the Executive Director negotiate and finalize the Funding Agreement in accordance with the terms of the Grant Program and move forward with the construction of the Shared Use Path.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby authorizes the Executive Director and staff to negotiate and finalize the Funding Agreement and other associated documents required to fully utilize the awarded grant funds from the Grant Program, all in accordance with the terms of the Grant Program and this Resolution; and


BE IT FURTHER RESOLVED, that the Executive Director is authorized to execute the final Funding Agreement and associated documents on behalf of the CTRMA, and take other reasonable action necessary to utilize the grant funds to reimburse a portion of the construction costs of the Shared Use Path.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-29  
Date Passed 6/25/08

# DRAFT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
STP Metropolitan Mobility Project  
OFF-SYSTEM**

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, hereinafter called the "Local Government."

## WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order 110753, authorizing the State to undertake and complete a highway improvement generally described as the construction of a bicycle/pedestrian facility and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_ which is attached hereto and made a part hereof as Attachment A for construction of a bike/pedestrian path at the location shown on the Map in Attachment B hereinafter referred to as the Project.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

### 1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

Construction of a bike/pedestrian shared use path on 183A from FM 1431 to south of Brushy Creek as shown on Attachment B.

### 3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment C which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify that the Federal Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party.  
If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.

- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

#### **4. Termination of this Agreement**

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

#### **5. Amendments**

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

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

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and

procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification of all environmental issues associated with this project and shall be responsible for preparation of the appropriate environmental documentation necessary to secure environmental clearance for the project. Preparation and consideration of the environmental documentation shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.
- e. The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearances have been obtained, prior to advertising for bids.

#### **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

The engineering plans shall be developed in accordance with the TxDOT Roadway Design Manual, AASHTO Guide for the Development of Bicycle Facilities and the Texas Accessibility Standards.



In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

#### **11. Construction Responsibilities**

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and recommend award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the State will be given the opportunity to review and approve contract change orders.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

#### **12. Project Maintenance**

The Local Government shall be responsible for maintenance of the project.

#### **13. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

#### **14. Notices**

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

<b>Local Government:</b>	<b>State:</b>
Executive Director Central Texas Regional Mobility Authority 302 Congress Avenue, Suite 650 Austin, Texas 78701	District Engineer Texas Department of Transportation 7901 N. IH 35 Austin, Texas 78753

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

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**15. Legal Construction**

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

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Cost Principles**

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

**21. Procurement and Property Management Standards**

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

**22. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Office of Management and Budget (OMB) Audit Requirements**

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.

**24. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**25. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**26. Debarment Certifications**

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**27. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **28. Insurance**

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

## **29. Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

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

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ # 9001-14-013  
District # 14 Austin  
Code Chart 64 # 60432  
Project: 183A: FM 1431 to S. Brushy  
Creek (Sidewalks)

**ATTACHMENT A**  
**Resolution or Ordinance**

CSJ # 9001-14-013  
District # 14 Austin  
Code Chart 64 # 60432  
Project: 183A: FM 1431 to S. Brushy  
Creek (Sidewalks)

## **ATTACHMENT B**

### **Location Map Showing Project**



## ATTACHMENT C

### Project Budget

The Local Government will participate in the cost of the construction of a bike/pedestrian path on 183A from FM 1431 to south of Brushy Creek. Based on the funding Category 4A, the Local Government's participation is 51.35% of the cost of this particular improvement and the other 48.65% will be paid for with federal funds to a maximum amount of \$1,200,000.00. The Local Government's estimated participation of this additional work is \$1,340,702.00, including construction items, construction engineering and inspection and Direct costs. The State has estimated the project to be as follows:

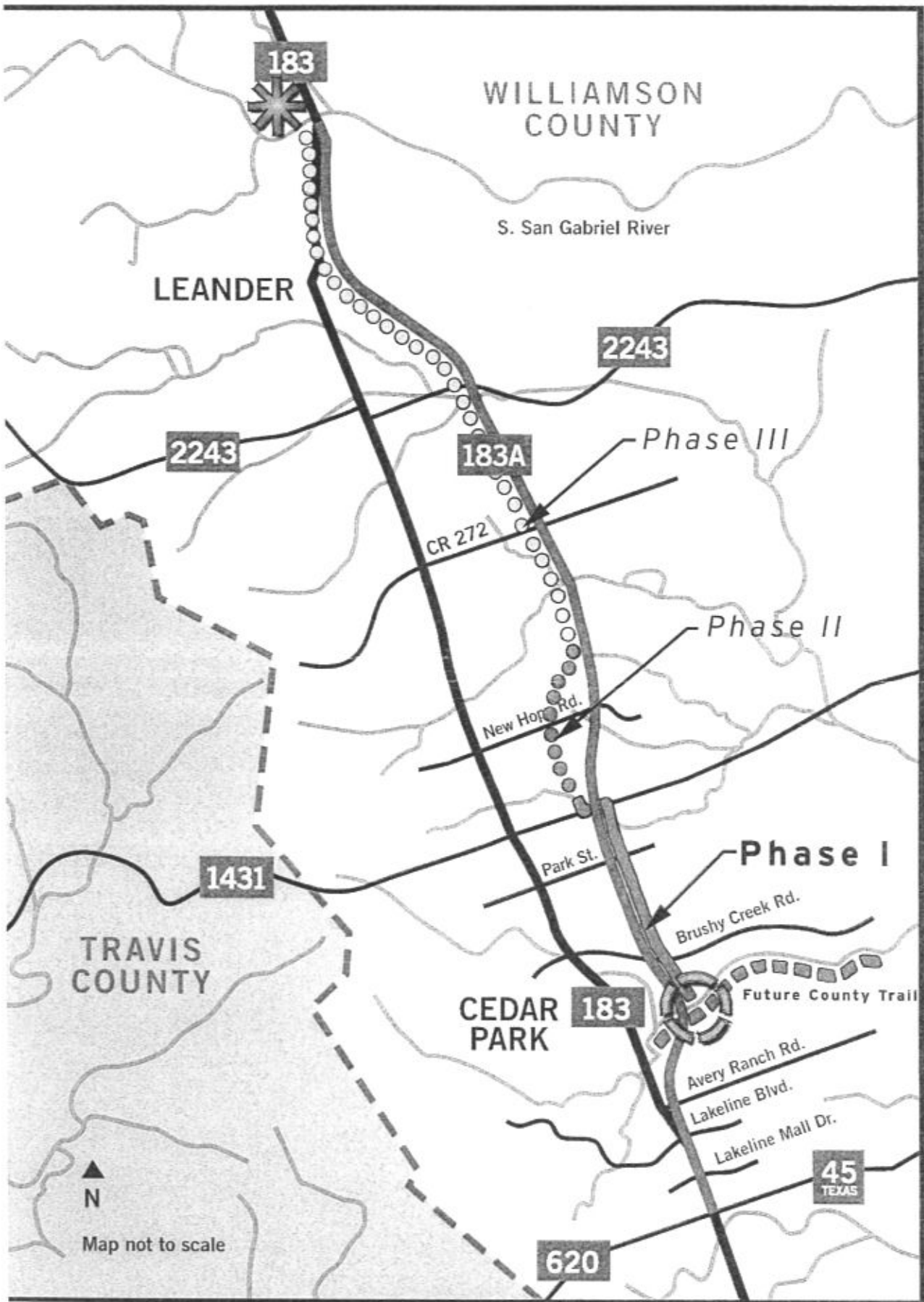
Description	Total Estimate Cost	Federal Participation		Local Participation	
		%	Cost	%	Cost
Construction of Bike/Pedestrian Path	\$2,466,701.00	48.65%	\$1,200,050.00	51.35%	\$1,266,651.00
Subtotal	\$2,466,701.00		\$1,200,050.00		\$1,266,651.00
Direct State Costs (including review, plan review, inspection and oversight 3%)	\$74,001.00	0%	\$0.00	100%	\$74,001.00
Indirect State Costs (no local participation required except for service projects)	\$0.00	0%	\$0.00	0%	\$0.00
<b>TOTAL</b>	<b>\$2,540,702.00</b>		<b>\$1,200,050.00</b>		<b>\$1,340,652.00</b>

**Direct State Cost will be based on actual charges.**

**Local Government's Participation (51.35%) = \$1,340,702.00**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.





**183A Shared-Use Path**

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

**RESOLUTION NO. 08-31**

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

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

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and improve the quality of life for residents of Central Texas; and

WHEREAS, the general engineering consultant retained by the CTRMA (the "GEC") previously developed a scope of work and a proposed budget to conduct traffic simulations and other feasibility work related to various CTMRA projects and potential projects; and

WHEREAS, the Board of Directors in Resolution 06-35, dated June 28, 2006, approved Work Authorization No. 6.0 and found that the scope of work included therein was necessary and appropriate to further assess the feasibility of certain projects and potential projects and has further determined from time to time by appropriate Resolution that various Supplements to Work Authorization No. 6.0 be adopted to fulfill the scope of work; and

WHEREAS, the CTRMA has determined that development of a graphic animation of the ultimate configuration and operation of the 290 East Toll Project (the "Project") would be useful and beneficial to present during various public meetings regarding the Project and that the GEC should develop such an animation under the scope of Work Authorization No. 6.0; and


WHEREAS, the CTRMA staff and the GEC have represented to the Board of Directors that Supplement No. 3 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A" is necessary and appropriate to provide for the development of the graphic animation of the Project to support the CTRMA's efforts to better inform the public.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA approves Supplement 3 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A"; and


BE IT FURTHER RESOLVED, that all work performed under Supplement 3 to Work Authorization No. 6.0 shall be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-31  
Date Passed 6/25/08

Attachement "A"  
To  
Resolution No. 08-31  
Supplement 3 to Work Authorization No. 6.0

**EXHIBIT B**

**WORK AUTHORIZATION**

**Work Authorization No. 6.0**

**Supplement No. 3**

This Supplement No. 3 to Work Authorization No. 6.0 is made as of this 18<sup>th</sup> day of April, 2008, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 1st, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). This Supplement No. 3 to Work Authorization 6.0 is made for the following purpose, consistent with the services defined in the Agreement:

*290E 3D Animation*

The following terms and conditions of Work Authorization No. 6.0 are hereby amended, as follows:

**Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

Refer to Attachment A – Scope of Work

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

Refer to Attachment A – Scope of Work

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

Refer to Attachment A – Scope of Work

**Section B. - Schedule**

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

Services defined herein are expected to be substantially complete within **two (2) months** from the date this Supplement No. 3 to Work Authorization 6.0 becomes effective. This Supplement to Work Authorization 6.0 will not expire until all tasks associated with the Scope of Services are complete.

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$43,511.00. This will increase the not to exceed compensation amount for Work Authorization No. 6.0 from \$4,712,984.00 to \$4,756,495.00. Compensation shall be in accordance with the Agreement.

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

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

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

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

N/A

**Section E. - Other Provisions**

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

N/A

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

Authority: Central Texas Regional Mobility  
Authority

GEC: HNTB Corporation

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

By: Richard L. Ridings, P.E.

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

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

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

Title: Vice President

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

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

**CENTRAL TEXAS RMA**  
**ATTACHMENT A – SCOPE OF WORK**  
**WORK AUTHORIZATION NO. 6.0**  
**SUPPLEMENT NO. 3**

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

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

The services described hereunder are for GEC to produce a 3D simulation depicting a portion of the proposed US-290 East corridor. The corridor will start at the US-290 East/ US-183 interchange and terminate at the intersection of US-290 East and East Parmer Lane. In addition to the US-290 East corridor, the US-290 East/ US-183 interchange and the US-290 East/ 130 Tollway interchange will be depicted up to a radius of one-half mile. Cameras used to depict the corridor will include an aerial camera at an approximate elevation of 1000 feet above ground level (AGL.) Major intersections and interchanges will be identified per Authority's request. Buildings adjacent to the corridor will be represented as grey masses. The extent of buildings to be created will be limited to 2000 feet in each direction from the center line of the main lanes, generating an approximate 4000 foot swath of buildings. Existing foliage will be depicted within this 4000 foot swath. Proposed foliage/ landscaping will not be depicted. Vehicles will be animated on the corridor with an average velocity of the posted speed limit (plus or minus up to five miles per hour.) Actual vehicle volumes or data associated with actual traffic simulations i.e. VISSIM will not be used for depicting traffic on the corridor. Traffic volumes will be created to convey an overall amount of vehicles per Authority's direction. The final animation will be rendered at resolution of 1280x720 pixels and will be encoded to HD WMV format, suitable for playback on a PC. The final animations will be provided on five CDs. An explanation of fee estimates for the project may be found on Exhibit B.

A.1. GEC will perform the following Services:

1. Project Management

- 1.1. Provide general administration of contract work, including internal staffing and task assignments
- 1.2. Attend Meetings
- 1.3. Coordinate the collection of project-related data
- 1.4. Manage files and project assets, etc.
- 1.5. Perform Technical QA/QC

2.Pre -Production

- 2.1. Aerial file management
- 2.2. Terrain tile generation
- 2.3. Create Existing Foliage
- 2.4. Create a US-290 East Corridor
- 2.5. Create 3D buildings
- 2.6. Develop Textures and Lighting
- 2.7. Create Secondary Animation (Cars)
- 2.8. Create Cameras

3.Post-Production

- 3.1. Perform Compositing and Editing of final animation (including highlights, titles, and captions)
- 3.2. Perform Final Video QA/QC
- 3.3. Encode to HD WMV format
- 3.4. Burn five CDs

4.CD Label and Cover Art

- 4.1. Design CD Labels and cover art

**Section B. - Proposed Deliverables:**

- B.1. Five CDs with content encoded as HD WMF format.

**Section C. - Additional Services**

- C.1. The following Additional Services can be provided to Authority via an addendum to this contract for an additional fee:

1. Additional Roadway modeling
2. Video Services
3. Website Development
4. Kiosk Solutions



**Section D. – Schedule and Meetings**

- D.1. GEC agrees to perform the tasks described above and deliver the related deliverables via web streaming media and teleconference review meetings with an Authority-designated contact person according to the following schedule:
- 1.Kick-Off Meeting (may be performed via phone conference and web review)
    - 1.1 Designate Authority contact to attend and sign off on all reviews
    - 1.2 Determine additional data and statistics that may be required from Authority
    - 1.3 Determine street identification needed and corridor highlights if applicable
    - 1.4 Determine dates of subsequent review meetings
  - 2.Review Meeting: 50%
    - 2.1 Review current 3D models
    - 2.2 Discuss any updated information
    - 2.3 Obtain final 3D model, comments and approval from Authority-designated contact
  - 3.Final Delivery - Due 8 weeks from NTP and receipt of all Data

# Attachment B - Fee Estimate

CTRMA  
WORK AUTHORIZATION 6.0 Supplement 3

WA 6.0 SA GEC  
INTB Corporation - MANHOUR BREAKDOWN  
April 18, 2008

Task	MANHOURS											TOTAL HRS
	A	B	C	D	E	F	G	H	I	J	K	
290E 3D Animation	\$ 82,000	\$ 82,000	\$ 68,000	\$ 57,000	\$ 44,000	\$ 33,000	\$ 23,000					
<i>(Labor Rates)</i>												
<b>1.0 290E 3D Animation</b>												
1.1 Project Management												
1.1.1 General Administration, Project Coordination		4	8			4	5					21
1.1.2 Meetings		4	2									6
1.1.3 Data Collection					16							16
1.1.4 Management of files/assets		2	2									4
1.1.5 QA/QC		1	4									5
1.2 Pre-Production												
1.2.1 Aerial File Management					5	4						9
1.2.2 Terrain Tile Generation					4	4						8
1.2.3 Existing Foliage						14						14
1.2.4 Creation of US-290 E Corridor					170	22						190
1.2.5 3D Building Creation						8						8
1.2.6 Texture / Lighting Development					20	10						30
1.2.7 Secondary Animation (Cars)												10
1.2.8 Camera Development												15
1.3 Pre-Production												
1.3.1 Compositing and Editing												2
1.3.2 Final Video QA/QC												10
1.3.3 Encoding to HD WMV format												2
1.3.4 Burning of five CDs												2
1.4 Pre-Production												
1.4.1 Design CD Labels and Cover Art						2						2
<b>TOTAL GEC TEAM DIRECT LABOR</b>					315	64		4		5		344
<b>% Total by Classification</b>	0.00%	0.00%	1.20%	1.65%	62.50%	18.60%	1.16%			1.45%		
<b>Labor Costs</b>	\$ -	\$ -	\$ 748	\$ 2,505	\$ 9,460	\$ 2,112	\$ 132	\$ 115	\$ 15,132			
<b>Overhead Costs</b>	\$ -	\$ -	\$ 1,164	\$ 3,591	\$ 14,719	\$ 3,286	\$ 205	\$ 179	\$ 23,544			
<b>Profit</b>	\$ -	\$ -	\$ 229	\$ 787	\$ 2,901	\$ 648	\$ 40	\$ 35	\$ 4,641			
<b>Total Loaded Labor</b>	\$ -	\$ -	\$ 2,141	\$ 7,303	\$ 27,080	\$ 6,046	\$ 378	\$ 329	\$ 43,317			
<b>Cost</b>												
Direct Expenses	\$ 30											
Printing	\$ 14											
7.5 min quad Terrain	\$ 150											
Misc expenses	\$ 194											
<b>Total Direct Expenses</b>	\$ 43,317											
<b>Total Loaded Labor</b>	\$ 106											
<b>Total Direct Expenses</b>	\$ 43,511											
<b>Total</b>	\$ 43,511											



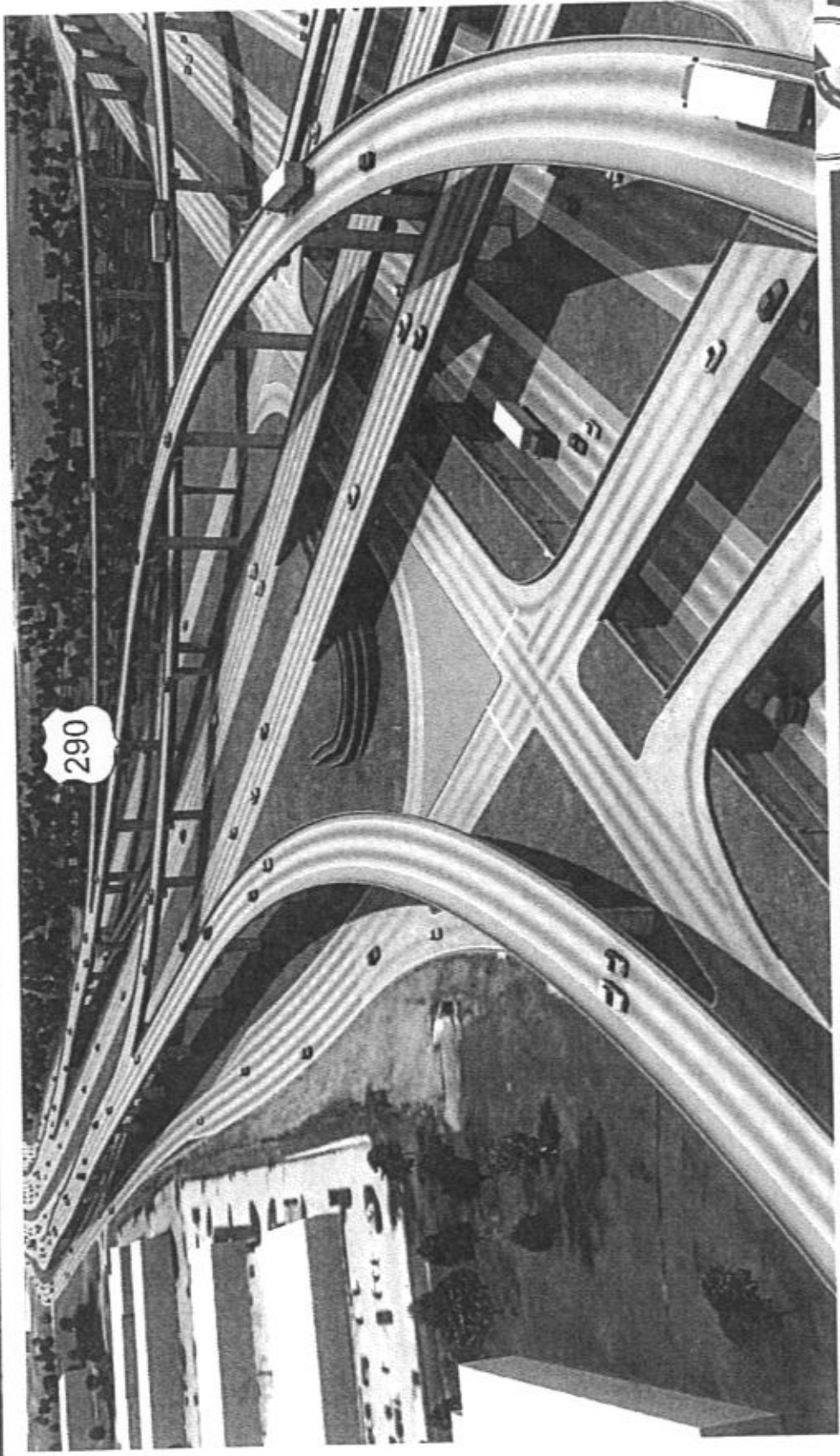
CENTRAL TEXAS  
Regional Mobility Authority

# Item IV B 1

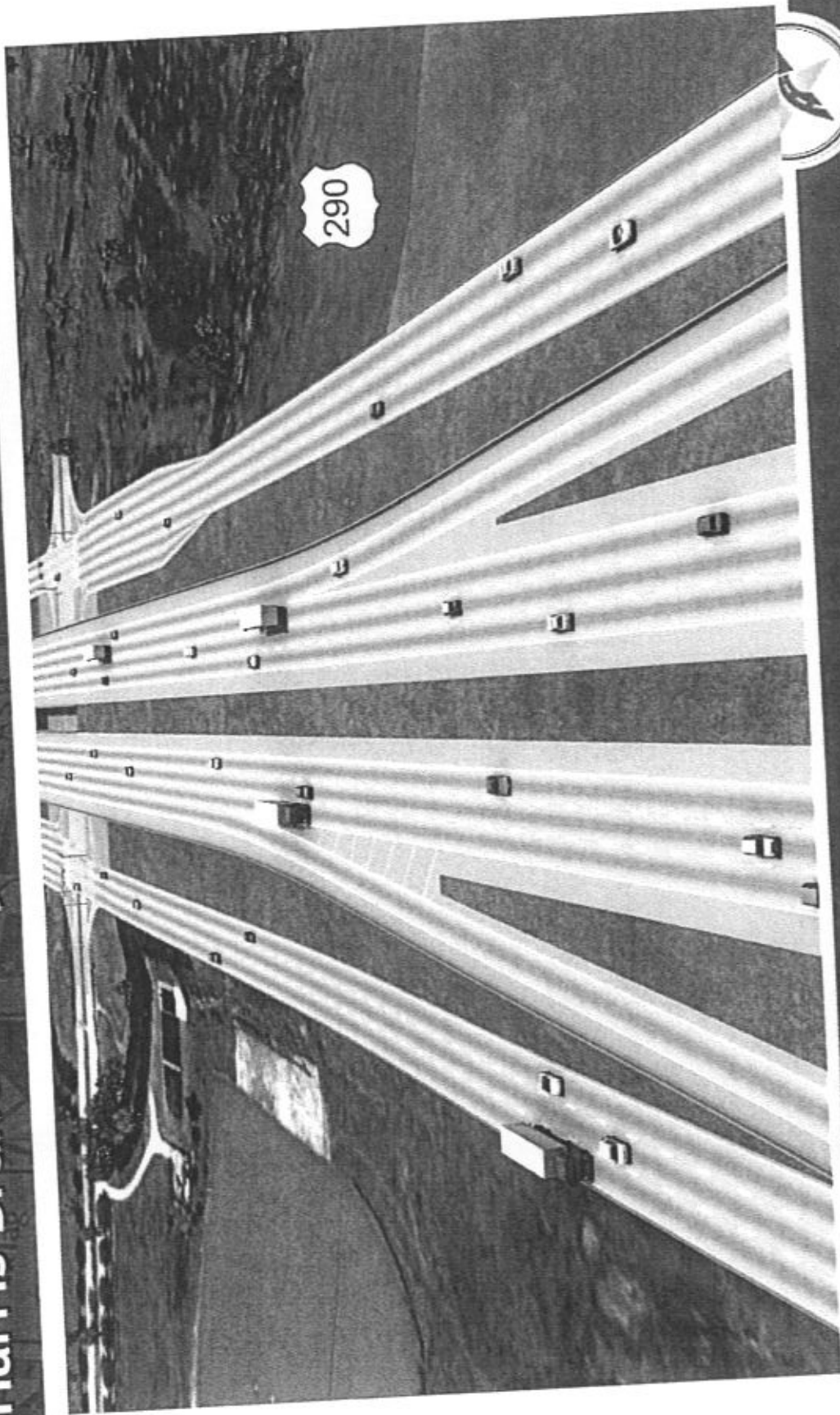
## Supplement No. 3 to GEC Work Authorization No. 6.0



# US 290E Intersection with US 183



# Eastbound US 290E Approaching Harris Branch Pkwy



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

**RESOLUTION NO. 08-32**

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

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

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and improve the quality of life for residents of Central Texas; and

WHEREAS, the general engineering consultant retained by the CTRMA (the "GEC") previously developed a scope of work and a proposed budget to conduct traffic simulations and other feasibility work related to various CTMRA projects and potential projects; and

WHEREAS, the Board of Directors in Resolution No. 06-35, dated June 28, 2006, approved Work Authorization No. 6.0 and found that the scope of work included therein was necessary and appropriate to further assess the feasibility of certain projects and potential projects and has further determined from time to time by appropriate Resolution that various Supplements to Work Authorization No. 6.0 be adopted to fulfill the scope of work; and

WHEREAS, the Board of Directors in Resolution No. 08-16, dated March 26, 2008, authorized contracting with three design consultants for the design and engineering for the 290 East Toll Project (the "Project");and

WHEREAS, with the Project being designed in three sections by the respective design teams, it has been determined that specific coordination of the context sensitive design and related landscape and aesthetics design elements of the Project should be coordinated through the GEC under the scope of Work Authorization No. 6.0; and

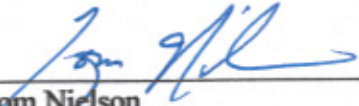
WHEREAS, the CTRMA staff and the GEC have represented to the Board of Directors that Supplement No. 4 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A" is necessary and appropriate to provide for coordination by the GEC to ensure the consistency of the context sensitive design aspects of the Project.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA approves Supplement 4 to Work Authorization No. 6.0 in substantially the form attached hereto as Attachment "A"; and

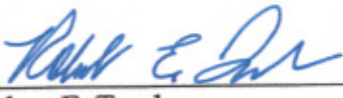
BE IT FURTHER RESOLVED, that all work performed under Supplement 4 to Work Authorization No. 6.0 shall be subject to the Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-32  
Date Passed 6/25/08

Attachement "A"  
To  
Resolution No. 08-32  
Supplement 4 to Work Authorization No. 6.0



**CENTRAL TEXAS RMA****ATTACHMENT A – SCOPE OF WORK****WORK AUTHORIZATION NO. 6.0  
SUPPLEMENT NO. 4****SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING  
CONSULTANT (GEC)****Project Description**

The purpose of this project is to develop Construction Plans, Specifications, and Estimates that will provide guidance to a contractor to bid and install hardscape and landscape planting enhancements, seeding and sodding and an irrigation system(s) along 290E in Travis County. The areas of the 290E will include landscape enhancements along the proposed right-of-way from US 183 to Parmer Lane. The "290E Landscape and Aesthetics Guidelines" approved by the Authority and TxDOT, has established hardscape and landscape planting enhancements for interchanges, underpasses, overpasses, medians, terraced planting, screening, and other unique locations of high visibility. This document will provide the basis for the development of the Construction Plans, Specifications, and Estimates.

**Services and Products Provided by GEC****A. Engineering Coordination Period (3 months estimated)**

(prior to start of Landscape PS&E)

- 1.1 Coordination Meetings: The Project Manager will attend up to (5) 4 hour meetings; the Design Manager will attend up to (5) 4 hour meetings and (5) 2 hour meetings; and the Production Manager will attend up to (5) 2 hour meetings.
- 1.2 Presentation Meetings: Attend (1) Authority meeting, includes preparation of one (1) digital format presentation (Power Point).
- 1.3 Drainage and Grading: Design coordination for hardscape design and landscape planting design integration, including preliminary recommendations and input to SWP GEC related to erosion control and topsoil/compost areas.

- 1.4 Planting Zone and Planting/Irrigation Analysis: Analysis of drainage, soil, cross-section and setback overlay determinations, order of magnitude planting scope and construction costs as well as the coordination of irrigation sleeving.

## B. Landscape PS&E (6 months estimated)

### 1.0 Project Management

#### 1.1 Project Meetings (6 months of PS&E anticipated)

- Attend one (2 hour) project PS&E kick-off meeting.
- Attend required monthly team update meetings at the Authority office. Six (6) two hour meetings are anticipated over the course of the project
- Attend working meetings with Segment Engineers: Six (6) two hour meetings are anticipated during PS&E.
- Attend Submittal Review /Comment Resolution meetings for the 30%, 60%, 90%, and 100% drawing sets. Eight (8) total meetings (2 hours each) are included.
- Participate in meetings with TxDOT, and/or the City of Austin. Three (3) meetings anticipated, including preparation of exhibits.

#### 1.2 Quality Control / Quality Assurance

- Perform Quality Reviews and document coordination of deliverables at 30%, 60%, 90%, 100%, and Final completion stages of construction plans, specifications, and estimates.

#### 1.3 Sub-Consultant Coordination

- GEC will coordinate information from various disciplines to evaluate designs, including: Irrigation for 290E landscape planting areas.
- GEC will coordinate information regarding topsoil, fine grading, swale locations, grading, and utilities for electrical and water service.

#### 1.4 Project Reports / Project Schedules

- Prepare monthly progress reports, including narrative descriptions of work accomplished and work anticipated in the coming 30-day period; Monthly reports are anticipated for the duration of design, which is scheduled for a period of six (6) months.
- Provide Project administration and tracking.

## 2.0 Field Visits

### 2.1 Field Visits

- Field-verify existing conditions at each of the selected landscape focus areas.
- Field visits will be conducted by teams of two people.

## 3.0 Construction Document Plans, Specifications, and Estimates (PS&E)

### 3.1 Schematic Design - 30% plans

- GEC will prepare schematic designs at a 30% completion level for each of the selected hardscape and landscape focus areas and elements.
- GEC will prepare One (1) drawing package for hardscape, landscape planting and irrigation included in this contract. The following section (3.1.1–3.1.4) describes the level of drawings completed at 30% design development stage:

3.1.1 Schematic Design: The schematic hardscape design and landscape planting plans will integrate the "290E Landscape and Aesthetic Guidelines" approved concepts for: corridor planting, interchanges, terraces, underpasses, and overpasses.

3.1.2 Graphic/CAD Base Preparation: GEC will develop hardscape and landscape sheets using base CAD files

3.1.3 Concept Illustrations: GEC will prepare conceptual sketches as appropriate for schematic fine grading, hardscape elements, and planting studies.

3.1.4 Irrigation Report: GEC will prepare a 290E Irrigation Report in 8-1/2" x 11" format that identifies local irrigation water sources, potential controller power connections, and communication needs of the system.

The Authority will be given schematic design 30% drawings for review for a period of fourteen (14) days. The Authority is to submit written comments to the GEC at the end of the review period. At the review meeting, all comments will be addressed prior to proceeding into the design development stage.

### 3.2 Design Development - 60% plans, specifications, & estimates

- GEC will provide input regarding topsoil, swale location refinement, fine grading, and overall utility parameters – all as related to hardscape, landscape planting, and irrigation. Recommendations will coordinate with design requirements as determined by Segment Engineers.
- GEC will provide preliminary water, power and communication connection plans for an irrigation system. Plans will indicate irrigation water sources / connection points, proposed water meter locations and sizes, irrigation controller power connections, and irrigation mainline routing and sizes.
- GEC will prepare preliminary erosion control, plans, details and SW3P recommendations for landscape focus areas.
- GEC will provide preliminary traffic control plans related to landscape work.
- GEC will prepare design development drawings at a 60% completion level for hardscape and landscape planting focus areas and areas to receive seeding and sodding based in part on comments received at schematic design 30% review meeting.
- GEC will prepare Electrical Service Plans for Landscape Irrigation based on Segment Engineers' electrical distribution plans.
- GEC will prepare draft specifications and preliminary opinion of probable construction cost at 60% design development stage.
- GEC will attend a 60% design development plan review meeting.
- GEC will prepare One (1) drawing package for hardscape, landscape planting and irrigation included in this contract. The following section (3.2.1–3.2.7) describes the level of drawings completed at 60% design development stage:

3.2.1 Grading Plans & Details: GEC will develop plans and prototypic details that incorporate the site conditions and rough grading as determined and shown on Segment Engineers' drawings. Review of Soils analysis will be done to understand the average conditions. Preliminary recommendations for special landscape area topsoil treatment, swale erosion control, and swale placement will be given to the Segment Engineers for use in their work.

3.2.2 Landscape Planting Plans and Details: GEC will develop plans and details that respond to the approved "290E Landscape and Aesthetic Guidelines" landscape concepts and to its native plant palette. Specific plants, seed mixes, sod specifications and quantities will be detailed to calculate unit costs.

- 3.2.3 Hardscape Plans & Details: GEC will develop plans and details that respond to the approved "290E Landscape and Aesthetic Guidelines" hardscape concepts. The approved concepts will be developed furthered to insure incorporation to the overall project as well as determine necessary quantities to calculate unit costs.
- 3.2.4 Irrigation System Plans and Details: GEC will develop preliminary power, water supply connections / meters, electrical service location plans and irrigation mainline routing for the landscape areas at 1" – 40' scale. Connection to site electrical panels and service as shown and designed on the Electrical Site Plans.
- 3.2.5 Draft Specifications, Estimates, Quantity and General Note Sheets: GEC will develop an overall estimate and preliminary list of quantities with appropriate general notes for key items.
- 3.2.6 Storm Water Pollution Prevention Plans and Details: GEC will develop erosion control layout sheets (1"=60') showing all necessary erosion control devices such as: sediment control fences, rock filter dams, inlet protection, and other devices as required. Erosion control plan shall be coordinated with the Landscape Focus Areas, Traffic Control Plan and Sequence of Work. Develop plans and details that adhere to regulations related to storm water pollution prevention criteria.
- 3.2.7 Traffic Control Plans and Details: GEC will develop 1"=60" scale plans and details that denote management of traffic at each of the selected landscape focus areas. Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, adjacent to the landscape areas. Plans are to be based on standards developed by AASHTO and MUTCD.

The Authority will be given 60% drawings for the review period of fourteen (14) days. The Authority is to submit written comments at the end of the review period. At the review meeting all comments will be addressed prior to proceeding into the 90% level plans.

- 3.3 Construction Documentation - 90% plans, specifications, & estimates
- GEC will provide input regarding topsoil, swale location refinement, fine grading, and overall utility parameters – all as related to hardscape,

- landscape planting and irrigation. Recommendations will coordinate with design requirements as determined by Segment Engineers.
- GEC will provide refined water, electrical connections, piping layout and communication plans for the irrigation system.
  - GEC will prepare refined erosion control, details and SW3P recommendations for the landscape areas.
  - GEC will provide refined traffic control plans related to hardscape and landscape planting work.
  - GEC will prepare construction documents at a 90% completion level for hardscape and landscape planting focus areas and areas to receive seeding and sodding based in part to comments received at the design development 60% review meeting.
  - GEC will prepare specifications and preliminary opinion of probable construction cost at 90% construction document stage.
  - GEC will attend a 90% construction document review meeting as described above (1.1 Project Meetings).
  - GEC will prepare One (1) drawing package for hardscape, landscape planting and irrigation included in this contract. The following section (3.3.1–3.3.8) describes the level of drawings completed at 90% construction documentation stage:

3.3.1 Title Page and Sheet Index: GEC will develop title sheet and sheet index that incorporates the information required for an independent bid package.

3.3.2 Planting Layout and Fine Grading Plans: GEC will refine plans that incorporate the requirements and will produce planting layout and fine grading plans for each of the selected landscape focus areas shown in the “290E Landscape and Aesthetic Guidelines” and all areas to receive seeding and sodding. Planting Layout and Fine Grading Plans will be developed to a 90% completion level.

3.3.3 Landscape Planting Plans and Details: GEC will refine landscape plans and details that respond to 60% review comments while maintaining the goal of the “290E Landscape and Aesthetic Guidelines” document. Planting details will be developed to a 90% completion level and show plant material type, size and location. Details will indicate planting pit design, shrub bed preparation, planter section, tree staking,

3.3.4 Hardscape Plans and Details: GEC will refine hardscape plans and details that respond to 60% review comments while maintaining the goal of the “290E Landscape and Aesthetic

Guidelines" document. Hardscape details will be developed to a 90% completion level and show material type, size and location. Details will indicate final material selection, placement and construction methodology.

- 3.3.5 Irrigation System Plans and Details: GEC will develop detailed power, water supply connections / meters, electrical service location plans, irrigation mainline routing and landscape spray, bubbler and emitter layouts for the landscape areas at 1"=40' scale. Details will include shrub spray, tree bubbler, controller base, shrub bubblers, valve box detail, electrical connections at the controller and connection to site electrical panels and service as shown and designed on the Electrical Site Plans.
- 3.3.6 Draft Specifications, Estimates, Quantity and General Note Sheets: GEC will refine an overall estimate and preliminary list of quantities with appropriate general notes for key items.
- 3.3.7 Traffic Control Plans and Details: GEC will develop 1"=60" scale plans and details that denote management of traffic at each of the selected landscape focus areas. Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, adjacent to the landscape areas. Plans are to be based on standards developed by AASHTO and MUTCD.
- 3.3.8 Storm Water Pollution Prevention Plans and Details: GEC will develop erosion control layout sheets (1"=60') showing all necessary erosion control devices such as: sediment control fences, rock filter dams, inlet protection, and other devices as required. Erosion control plan shall be coordinated with the Landscape Focus Areas, Traffic Control Plan and Sequence of Work. Develop plans and details that adhere to regulations related to storm water pollution prevention criteria.

The Authority will be given 90% drawings for review for a period of fourteen (14) days. The Authority is to submit written comments at the end of the review period. At the review meeting all comments will be addressed prior to proceeding into the 100% PS&E.

- 3.4 Construction Documentation - 100% plans, specifications and estimates
- GEC will prepare final plans at a 100% completion level based in part to comments received at construction document 90% review meeting.
  - GEC will prepare final specifications and final opinion of probable construction cost at 100% PS&E stage.
  - GEC will attend coordination meetings with the Authority as described in section 1.1 of the PS& E work in this contract.
  - GEC will attend a 100% PS&E plan review meeting (one meeting is anticipated, as described in Section 1.1 Project meetings).
  - GEC will prepare One (1) drawing package for hardscape, landscape planting and irrigation included in this contract. The following section (3.4.1–3.4.8) describes the level of drawings completed at 100% construction documentation stage:
- 3.4.1 Title Page and Sheet Index: GEC will develop title sheet and sheet index that incorporates the information required for an independent bid package.
- 3.4.2 Planting Layout and Fine Grading Plans and Details: GEC will finalize plans and details that incorporate the requirements and will produce planting layout and fine grading plans for each of the selected landscape focus areas shown in the “290E Landscape and Aesthetic Guidelines” and all areas to receive seeding and sodding. Planting Layout and Fine Grading Details will be developed to a 100% completion level.
- 3.4.3 Landscape Planting Plans and Details: GEC will refine plans and details that respond to 90% review comments while maintaining the goal of the “290E Landscape and Aesthetic Guidelines”. Planting details will be developed to a 100% completion level and show plant material type, size and location. Details will indicate planting pit design, shrub bed preparation, planter section, tree staking,
- 3.4.4 Hardscape Layout Plans and Details: HNTB will refine plans and details that respond to 90% review comments while maintaining the goal of the “290E Landscape and Aesthetic Guidelines”. Hardscape details will be developed to a 100% completion level and show material type, size and location. Details will indicate final material selection, placement and construction methodology.
- 3.4.5 Irrigation System Plans and Details: GEC will develop detailed power, water supply connections / meters, electrical service location plans and irrigation mainline routing for the landscape



areas. Details will include shrub spray, tree bubbler, controller base, shrub bubblers, valve box detail, electrical connections at the controller and connection to site electrical panels and service as shown and designed on the Electrical Site Plans.

- 3.4.6 Final Specifications, Estimates, Quantity and General Note Sheets: GEC will refine an overall estimate and preliminary list of quantities with appropriate general notes for key items.
- 3.4.7 Traffic Control Plans and Details: GEC will develop 1"=60" scale plans and details that denote management of traffic at each of the selected landscape focus areas. Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, adjacent to the landscape areas. Plans are to be based on standards developed by AASHTO and MUTCD.
- 3.4.8 Storm Water Pollution Prevention Plans and Details: GEC will develop erosion control layout sheets (1"=60') showing all necessary erosion control devices such as: sediment control fences, rock filter dams, inlet protection, and other devices as required. The Erosion control plan shall be coordinated with the Landscape Planting and Hardscape Focus Areas, Traffic Control Plan and Sequence of Work. Develop plans and details that adhere to regulations related to storm water pollution prevention criteria.

#### Deliverables

- For submittals at Schematic Design 30%, it is anticipated that 11"x17" bond paper will be used. It is estimated that 10 sets shall be produced for reviews. PDF sheets will be digitally transferred to the Authority for "Accept/Reject" review prior to the 30% submission.
- For preliminary submittals at 60%, 90%, and 100% it is anticipated that 11" x 17" bond paper will be used. It is estimated that 10 sets shall be produced for reviews. PDF sheets will be digitally transferred to the Authority for "Accept/Reject" review prior to the 60%, 90% and 100% submittal.
- Prior to letting, GEC shall submit the final plans in the following formats:
  1. 11" x 17" white film (Mylar) – GEC shall submit one (1) set of final construction plans on 11" x 17" white polyester film coated on both sides (for laser printer use). This shall be the original

record copy, which shall be signed and sealed by the Engineer of Record and the Landscape Architect.

2. 11" x 17" bond paper – GEC shall submit one (1) original set of final construction plans (printed directly from printer) on 11" x 17" bond paper (min. 24 lb.). This copy shall be the "make ready" set for use in printing copies for bidding by the Authority.

- Additional copies required from stated amount above will be billed as separate reimbursable.

### 3.5 Bidding

- GEC will assist the Authority to advertise and identify potential bidders. GEC will assist the Authority in evaluating bids. GEC will attend Pre-Bid Meetings.

3.5.1 One PS&E bid package has been identified with the following activities:

- GEC will attend 1 Pre-Bid Meetings (one for the respective bid package).
- GEC will produce 1 Bid Tabulations (one for the respective bid package).
- Assistance in evaluation of bids received (one for the respective bid package).

## 4.0 Sub-consultants and Miscellaneous Design Items

### 4.1 Irrigation Design

- GEC shall provide Irrigation services through the use of a consultant to accomplish the design of irrigation system. The GEC team shall support irrigation by establishment of CAD sheets for design, using base information provided by the Segment Engineers as described above.

## 5.0 Services Not Included

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

- Preparation of materials and management of material not specified in this contract.

- Board meetings/presentations/field visits and any other meeting not specified in this contract.
- Community/neighborhood meetings and/or presentations and preparation of graphics, drawings, digital presentations, etc. not specified in this contract.
- Development of separate or phased plan/specification packages.
- Soil borings, testing, and/or analysis other than planting feasibility/evaluation.
- Design of irrigation pump stations.
- Modifications and/or extensions of fiber optic systems.
- Construction Administration Services including:
  - Bidding services beyond those defined in Item 3.5
  - Plant Selection / Plant Procurement
  - Plant nursery site visits and/or plant material pre-tagging/inventory services.
- As-Built Drawings
- Lighting and signalization
- Tree surveys/inventory



# Attachment B - Estimate

CTRMA - GEC  
 HNTB Corporation - MANHOURLY BREAKDOWN  
 June 18, 2008

CTRMA  
 WORK AUTHORIZATION 6.0 SUPPLEMENT 4.0

Task	MANHOURS											TOTAL HRS
	A	B	C	D	E	F	F'	F	F	F	F	
(Labor Rates)	\$ 82.00	\$ 68.00	\$ 57.00	\$ 44.00	\$ 33.00	\$ 33.00	\$ 33.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00	\$ 23.00
<b>290E Landscape PS&amp;E</b>												
<i>Work Description</i>												
<b>A Engineering Coordination Period</b>												
1.0 Coordination Meetings		20	20	30	10							80
2.0 Presentation Meetings		6	6	20	20							72
3.0 Drainage and Grading			20	20	30							100
4.0 Planting Zone and Planting/Irrigation Analysis		10	10	20	10							70
												0
												0
												0
<b>B Landscape PS&amp;E</b>												
1.0 Project Management												
1.1 Project Meetings		8	62	32	20			24				146
1.2 QA/QC		16		48	48							112
1.3 Subconsultant Coordination			20	60	24							104
1.4 Project Reports/Project Schedules			30	60				20				110
2.0 Field Visits												0
2.1 Field Visits			10	20	20							50
												0
<b>3.0 Construction Document PS&amp;E</b>												
3.1 Schematic Design - 30% Plans			16	40	100			185				341
3.2 Design Development - 60% PS&E			16	50	154			158				378
3.3 Construction Documentation - 90% PS&E			16	60	180			304				560
3.4 Construction Documentation - 100% PS&E			8	30	60			90				188
3.5 Bidding			10	20	30							60
4.0 Subconsultants and Misc. Design Items			20	20	20							40
4.1 Irrigation Design												0
<b>TOTAL GEC TEAM DIRECT LABOR</b>	<b>0</b>	<b>60</b>	<b>264</b>	<b>510</b>	<b>726</b>	<b>0</b>	<b>851</b>	<b>2411</b>	<b>0</b>	<b>851</b>	<b>0</b>	<b>2411</b>
<b>% Total by Classification</b>	<b>0.00%</b>	<b>2.49%</b>	<b>10.93%</b>	<b>21.15%</b>	<b>30.11%</b>	<b>0.00%</b>	<b>35.30%</b>	<b>100.00%</b>	<b>0.00%</b>	<b>35.30%</b>	<b>0.00%</b>	<b>100.00%</b>
<b>Labor Costs</b>	\$ -	\$ 4,080	\$ 15,048	\$ 22,440	\$ 23,958	\$ -	\$ 19,573	\$ 85,099	\$ -	\$ 19,573	\$ -	\$ 85,099
<b>Overhead Costs</b>	\$ -	\$ 6,335	\$ 23,364	\$ 34,840	\$ 37,197	\$ -	\$ 30,389	\$ 132,125	\$ -	\$ 30,389	\$ -	\$ 132,125
<b>Profit</b>	\$ -	\$ -	\$ 1,250	\$ 4,609	\$ 7,339	\$ -	\$ 5,995	\$ 26,067	\$ -	\$ 5,995	\$ -	\$ 26,067
<b>Total Loaded Labor</b>	\$ -	\$ 11,664	\$ 43,021	\$ 64,154	\$ 68,494	\$ -	\$ 55,957	\$ 243,291	\$ -	\$ 55,957	\$ -	\$ 243,291
<b>Direct Expenses</b>												
Subconsultant - Irrigation Design	\$ 35,000											
<b>Total Direct Expenses</b>	\$ 35,000											
<b>Total Loaded Labor</b>	\$ 243,291											
<b>Total Direct Expenses</b>	\$ 35,000											
<b>Total</b>	\$ 278,291											

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

**RESOLUTION NO. 08-33**

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

WHEREAS, the CTRMA is charged with funding and developing transportation improvements throughout the region to help solve the current mobility crisis and to improve the quality of life for residents of Central Texas; and

WHEREAS, CTRMA staff, working in partnership with the Austin District of the Texas Department of Transportation, developed a proposed "CTRMA/TxDOT Regional Implementation Program" (the "Program") which provides for the funding and development of various transportation system improvements through tolling of new roadway capacity; and

WHEREAS, in Resolution 04-62, dated December 8, 2004, the CTRMA Board of Directors adopted formal toll policies for the CTRMA (the "Toll Policies") that were consistent with the Program and reflected input received through public comment and a public hearing held by the CTRMA for such purpose; and

WHEREAS, the Board of Directors anticipated in Resolution 04-62 that the Toll Policies would be subject to revision and amendment from time to time to insure that the Toll Policies best implement the mission and goals of the CTRMA in its efforts to serve the public regarding mobility matters; and

WHEREAS, certain provisions of the Toll Policies require revision to be consistent with the desired operation of various transportation improvements developed under the Program; and

WHEREAS, CTRMA staff has undertaken development of a proposed amendment and revision to the Toll Policies for the CTRMA regarding utilization of an automated electronic toll collection system for all or portions of the projects developed under the Program and such proposed revisions to the Toll Policies are attached hereto as Attachment "A" ("Revisions to Toll Policies"); and

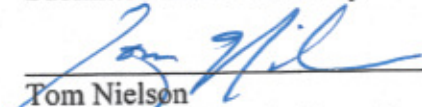
WHEREAS, CTRMA staff has undertaken with Stantec Consulting Services, Inc., the CTRMA's Traffic Consultant, the necessary review and analysis of the fiscal results of such revisions as required under the bond covenants the CTRMA is subject to in order to fully consider the impact of the proposed Revisions to Toll Policies, and it has been determined that an overall positive fiscal impact may be realized by the implementation of the Revisions to the Toll Policies; and

WHEREAS, the Board of Directors has determined that the Revisions to Toll Policies are acceptable and in the best interest of furthering CTRMA's efforts to serve the public regarding mobility matters.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby adopts the Revisions to the Toll Policies attached hereto as Attachment "A" and hereby amends the CTRMA Toll Policies accordingly, effective as of the date all necessary fiscal analysis and certification has been delivered to the CTRMA and other relevant parties under applicable bond covenants; and

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-33  
Date Passed 6/25/08

**ATTACHMENT "A"**  
**TO**  
**RESOLUTION 08-33**  
**REVISIONS TO TOLL POLICIES**

**Automated Electronic Toll Collection**  
**(Cashless Toll Collection System)**

The CTRMA Board of Directors has, by passage of its Resolution 08-33 dated June 25, 2008, adopted certain revisions to the Toll Policies of the Authority.

Revisions to the Toll Policies are reflected either in the Policies and Procedures for Toll Collection Operations on the CTRMA Turnpike System ("Policies and Procedures Document") originally adopted December 8, 2004, or as included in the Toll Rates Structure (the "Official Statement Toll Rate Structure") included in the Official Statement dated February 16, 2005 in connection with the CTRMA issuance of various debt obligations (the "Official Statement");

To the extent authorized revisions have been made to the Policies and Procedures Document, such revisions are reflected therein, and any authorized revisions to the Official Statement Toll Rate Structure are as stated below:

The following revisions to the Policies and Procedures Document and the Official Statement Toll Rate Structure (as applicable) are authorized and adopted as follows:

**Automated Electronic Toll Collection.** The CTRMA may implement and utilize a toll collection system on any or all of its toll projects whereby all tolls are collected through automated electronic toll collection ("AETC") methods. Under this "cashless" toll collection system, accommodations for cash toll transactions will not be provided. Customers will either obtain and utilize a transponder (currently the TxTag transponder system, or other interoperable transponder system) or utilize the CTRMA video toll collection system.

The AETC will be instituted by the CTRMA on its 183-A Toll Project in a manner and on a schedule to be determined by CTRMA staff and consultants that is deemed to be the most efficient and effective for the Project. This will result in cash toll collections at the Park Street Plaza and Brushy Creek Ramp Plazas to no longer be available once the AETC is fully implemented. Future toll collection facilities for the 183-A Toll Project will be designed and constructed in a manner consistent with AETC.

The above revisions shall be deemed part of the Policies and Procedures Document and the Official Statement Toll Rate Structure as provided in Resolution No. 08-33, unless and until further revised by the CTRMA Board of Directors by appropriate resolution, in accordance with the provisions of the Official Statement, or as otherwise provided herein.



## Memo



**Stantec**

---

To:	Ron Fagan CTRMA	From:	Bill Ihlo Stantec
File:	Video Toll Assessment	Date:	April 22, 2008

---

**Reference: Proposed Cashless Toll Collection on 183A Turnpike**

### **Scope of work**

The Central Texas Regional Mobility Authority (CTRMA) is considering a change to the toll collection system on the 183A Turnpike that would eliminate cash toll transactions. Currently cash transactions are permitted at the Park Street mainline plaza and the Brushy Creek ramp plazas. The proposed system would use the video toll collection process for vehicles that use 183A but do not have transponders issued by CTRMA or one of the other compatible toll agencies (TTA, NTTA or HCTRA). Following is a more detailed description of the current system and proposed plan with an assessment of the potential impacts on transactional revenues.

### **Current System**

On an average weekday under the current system, the majority of transactions are paid by transponder – some 85% on an average weekday; about 5% of transactions are paid by cash (manual or ACM lanes); and the remainder are violations that are billed through the video toll collection process. All cash transactions using manual lanes occur at the Park Street mainline plaza and all cash transactions using ACM lanes occur at the Brushy Creek ramp plazas. All lanes at Park Street, Brushy Creek and Lakeline plazas are equipped for transponder usage.

### **Proposed System**

Under the proposed cashless toll collection system, the Park Street and Brushy Creek cash transactions would no longer be accommodated. These customers would have the option of obtaining a transponder with the added benefit of being charged the discounted AVI toll rate, or using the video toll collection system with somewhat higher tolls and fees. Transactions and revenues at the Lakeline mainline toll plaza are not likely to be affected by this proposed change, as that facility currently does not permit cash toll payments.

## Stantec

April 18, 2008  
Page 2 of 3

Reference: Proposed Cashless Toll Collection on 183A Turnpike

### Average Weekday Transactions & Revenues

A review of recent data from CTRMA (January and February, 2008) indicates an average weekday transaction total of nearly 57,800. Following is a breakdown of total transactions, including the portion paid by cash as well as lane violations by paypoint:

Location	Transactions	Cash Share	Violations
Park St NB/SB	24,540	9.3%	6.7%
Brushy NB	3,950	9.3%	8.3%
Brushy SB	3,105	6.5%	6.0%
Lakeline NB	14,630	--	15.6%
Lakeline SB	11,539	--	11.6%
Total System	57,763	4.8%	10.0%

It is expected that the Lakeline plazas will be unaffected by the proposed cashless tolling system and therefore the focus of the remainder of this analysis will be the Park Street and Brushy Creek plazas. At these locations, we have made estimates of the average weekday toll revenues by source of payment as shown below:

Location	Cash	AVI	Video	Total
Park St NB/SB	\$3,664	\$29,584	\$368	\$33,616
Brushy NB/SB	\$284	\$2,688	\$36	\$3,008
Total (\$)	\$3,948	\$32,272	\$404	\$36,624
Total (%)	10.8%	88.1%	1.1%	100.0%

Revenue estimates were based on the number of transactions times an average toll. Average tolls for Park Street assumed some 3% trucks with an average of 3 axles per truck; and Brushy Creek tolls used the passenger car rates for all vehicles consistent with current rate schedules. Video toll revenues were based on a 35% pursuable violation share, a 40% collection rate and average cash tolls. As shown in the above tabulation average weekday revenues are estimated to be some \$36,600, of which nearly 11% is derived from cash payments.

Under the proposed cashless system, it is expected that a portion of the cash customers will convert to AVI usage, perhaps 40% or so, and the remainder will be subject to collection under the video toll system. Following is our estimate of the resulting average weekday revenues by source:

Location	Cash	AVI	Video	Total
Park St NB/SB	\$0	\$30,903	\$940	\$31,842
Brushy NB/SB	\$0	\$2,790	\$80	\$2,871
Total (\$)	\$0	\$33,693	\$1020	\$34,713
Total (%)	0.0%	97.1%	2.9%	100.0%

**Stantec**

April 18, 2008  
Page 3 of 3

Reference: Proposed Cashless Toll Collection on 183A Turnpike

**Revenue Impact Assessment/Conclusion**

As shown in the prior section, the proposed cashless toll collection system would generate some \$34,700 in toll revenue at the Park Street and Brushy Creek plazas. This would be a reduction of nearly \$1,900 per day, or 6.0% when compared to the toll revenues collected under the current system at these two plazas. Using an annualization factor of 300, the estimated weekday revenue loss would be \$570,000 per year.

According to the cost-benefit analysis provided by your staff, there would be an annual benefit of some \$890,000 primarily due to savings in labor costs and other expenses, as a result of converting to the proposed cashless system. This savings would be \$320,000 greater than the revenue loss, assuming current year traffic and transaction levels and therefore the conversion is expected to be revenue positive.

Please call us if you have any questions on this material.

**STANTEC CONSULTING SERVICES INC.**



William Ihlo  
Principal  
[william.ihlo@stantec.com](mailto:william.ihlo@stantec.com)



CENTRAL TEXAS  
Regional Mobility Authority

# Item V

**Amendment to Mobility Authority  
Toll Policies to Provide for Fully  
Cashless Toll Collection on CTRMA  
Toll Projects**



# Transition to Cashless Tolling

## Breakdown of 183A Toll Revenue

Toll Tag Payments 80%

Cash 10%

Pay-by-Mail 10%

- Transitioning to cashless will directly effect 10% of our customers
  - Cash customers will have the option to either open a TXTag account or pay-by-mail



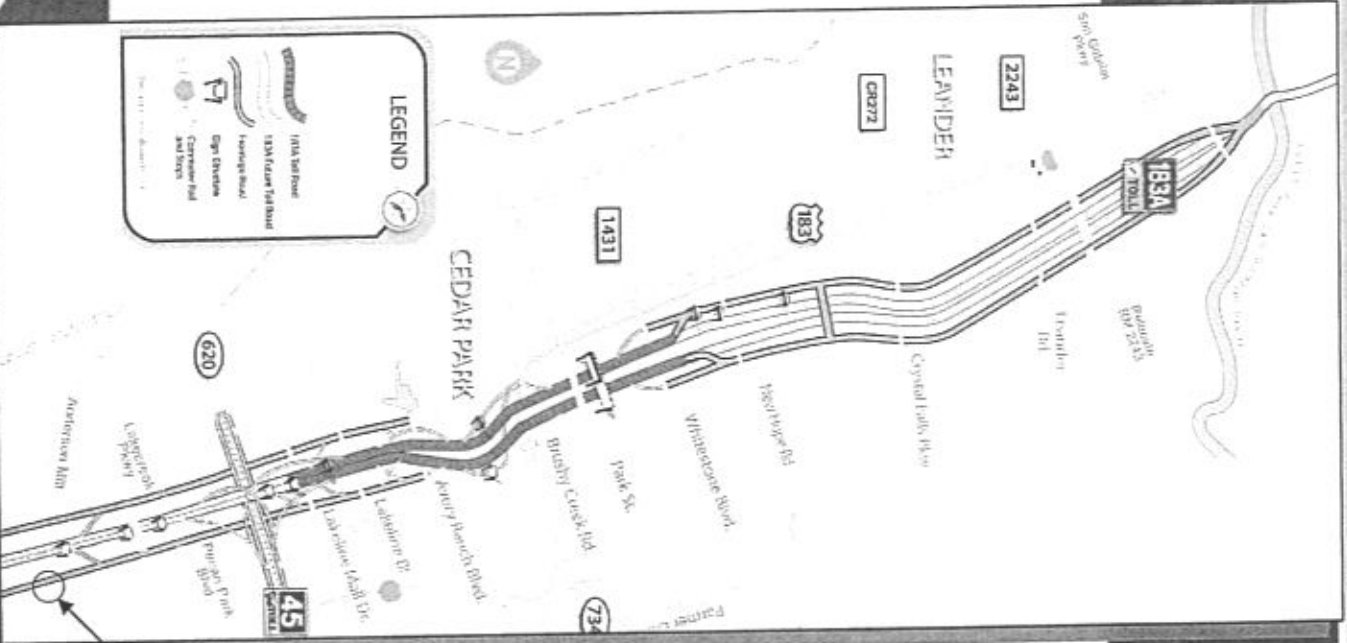
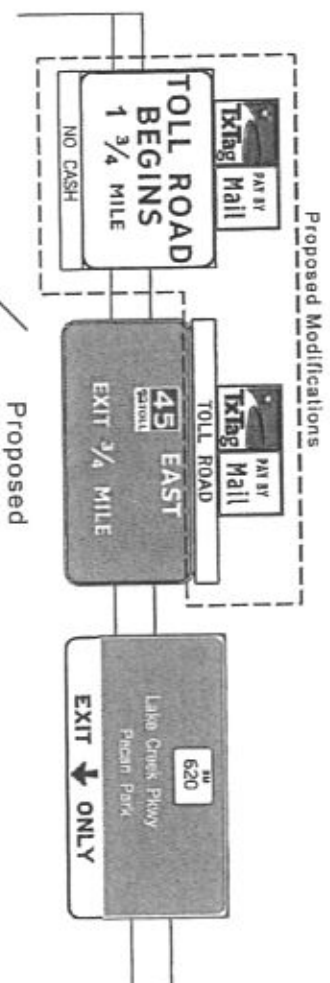


CENTRAL TEXAS  
Regional Mobility Authority

# Northbound Approach to 183A Signing



# Northbound Approach to 183A Approach Sign Location 1

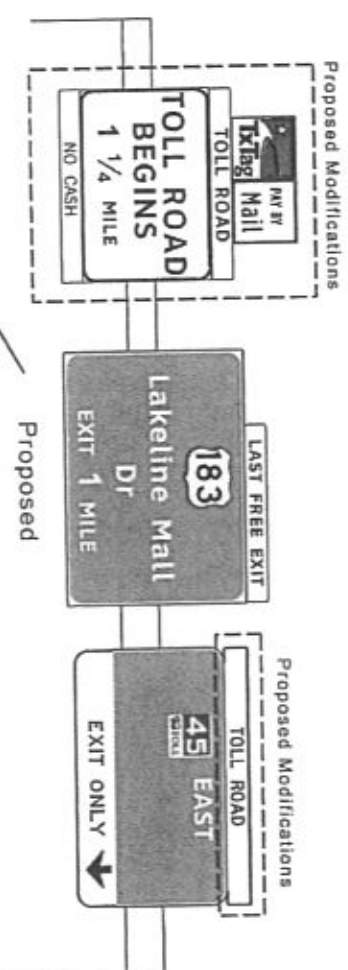


# Northbound Approach to 183A Approach Sign Location 2

NO CASH



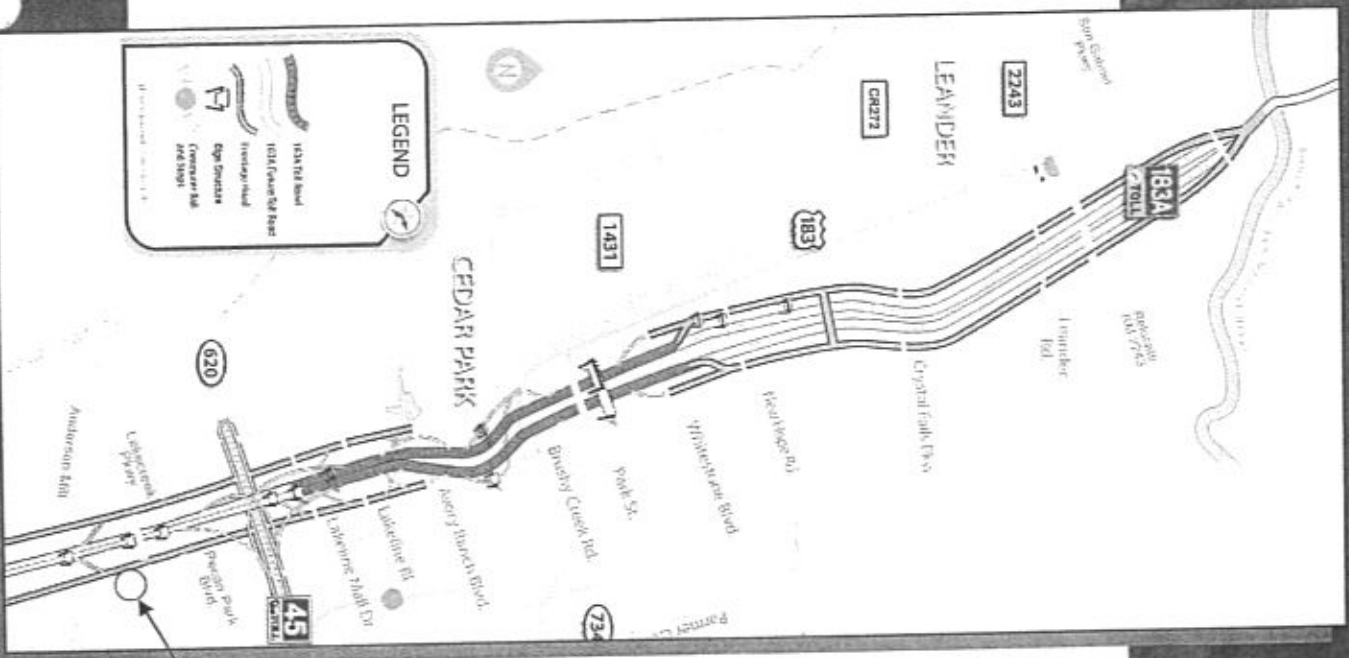
Existing



Proposed Modifications

Proposed

Proposed Modifications

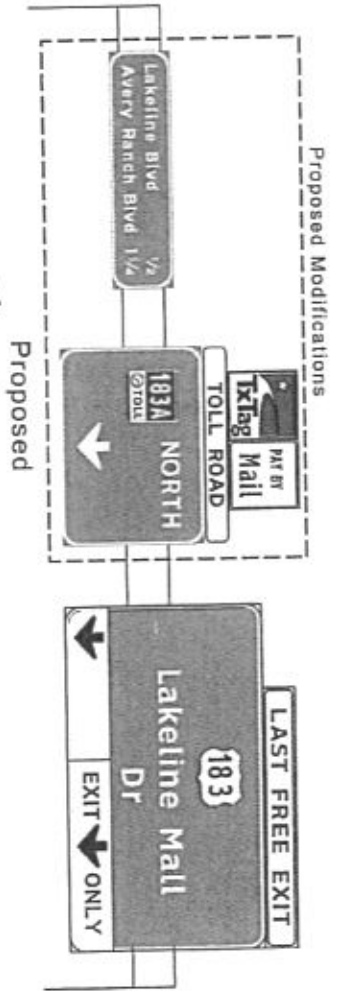
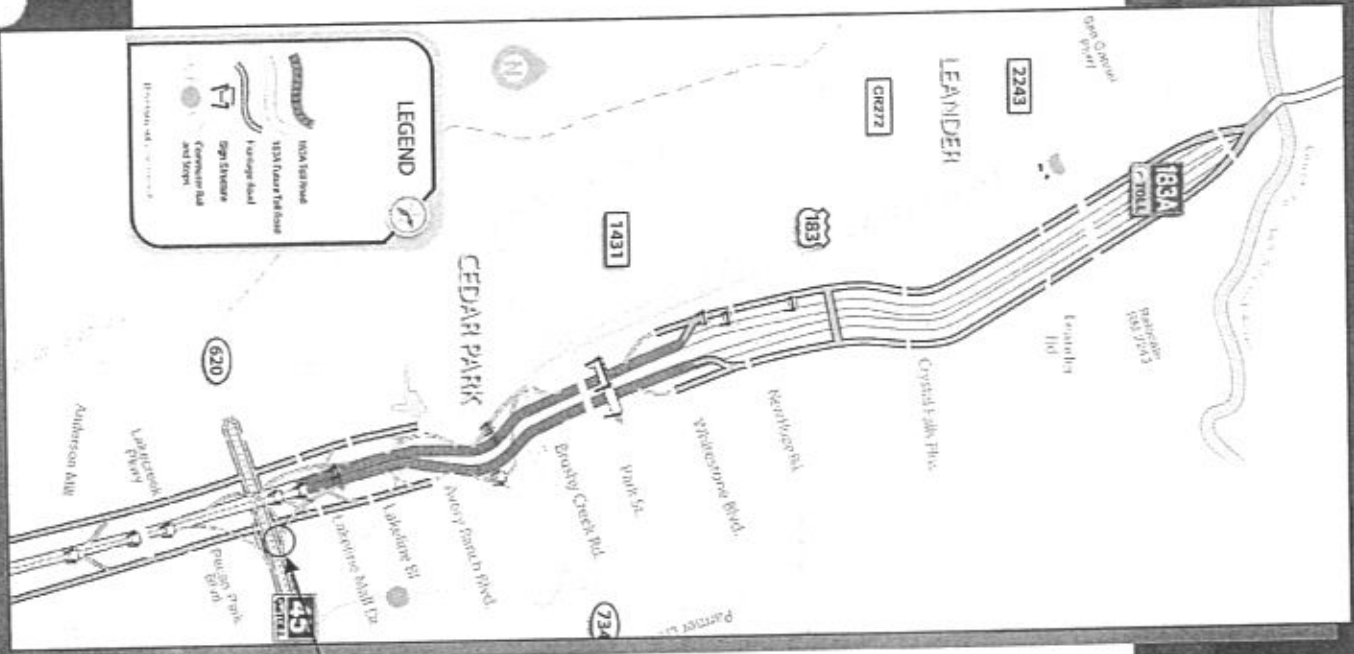






# Northbound Approach to 183A

## Approach Sign Location 4







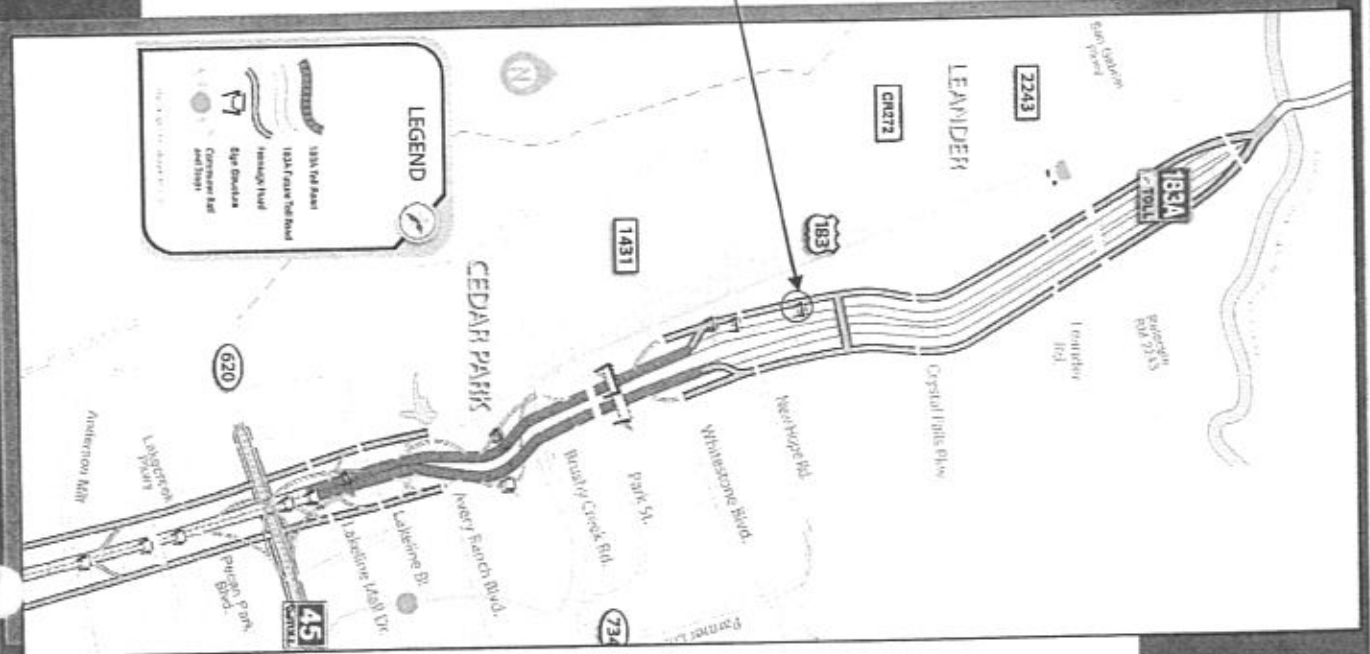
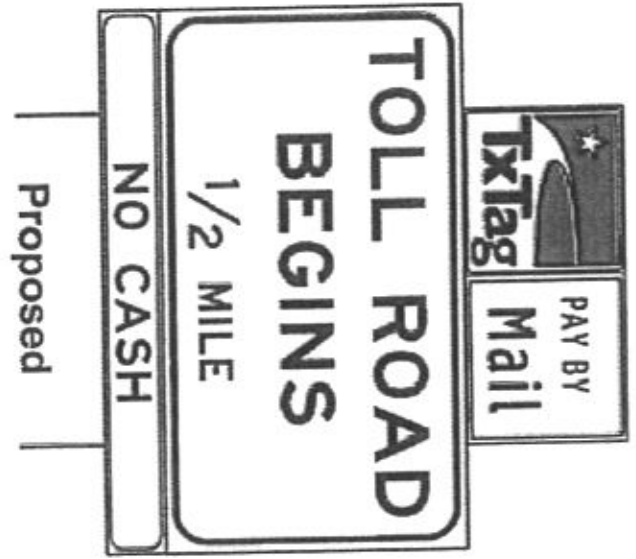
CENTRAL TEXAS  
Regional Mobility Authority

# Southbound Approach to 183A Signing

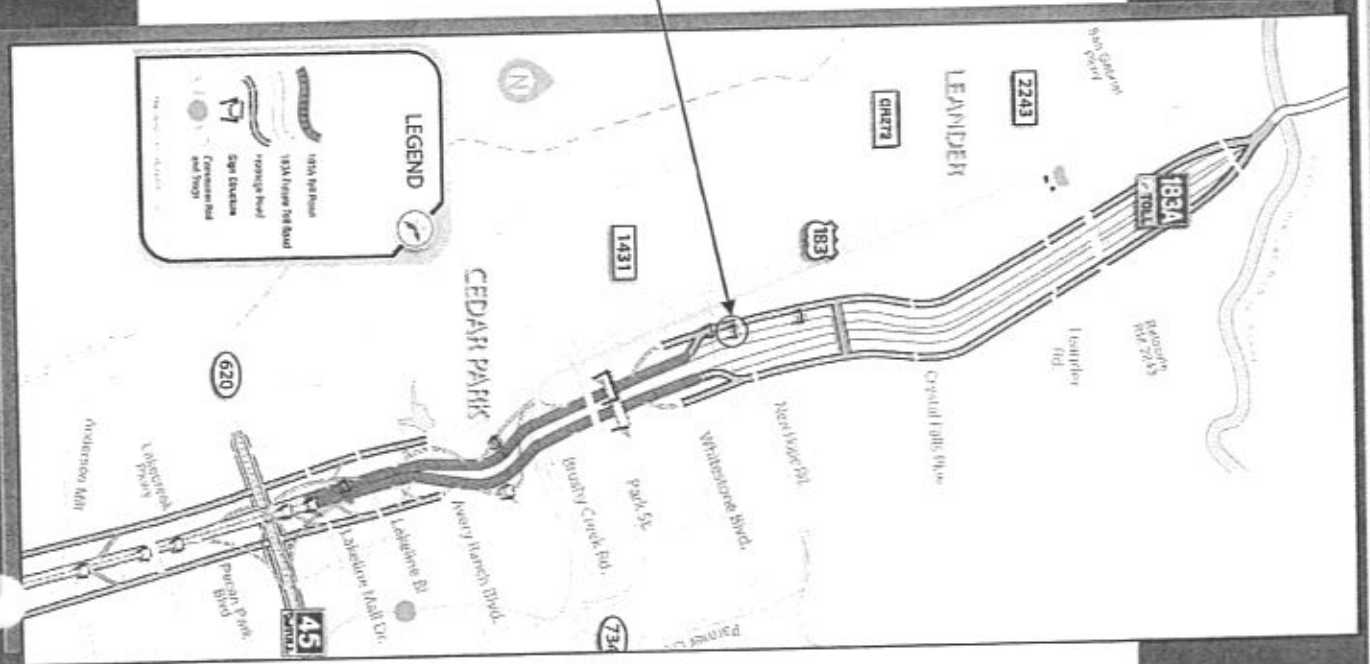


# Southbound Approach to 183A Approach Sign Location 1

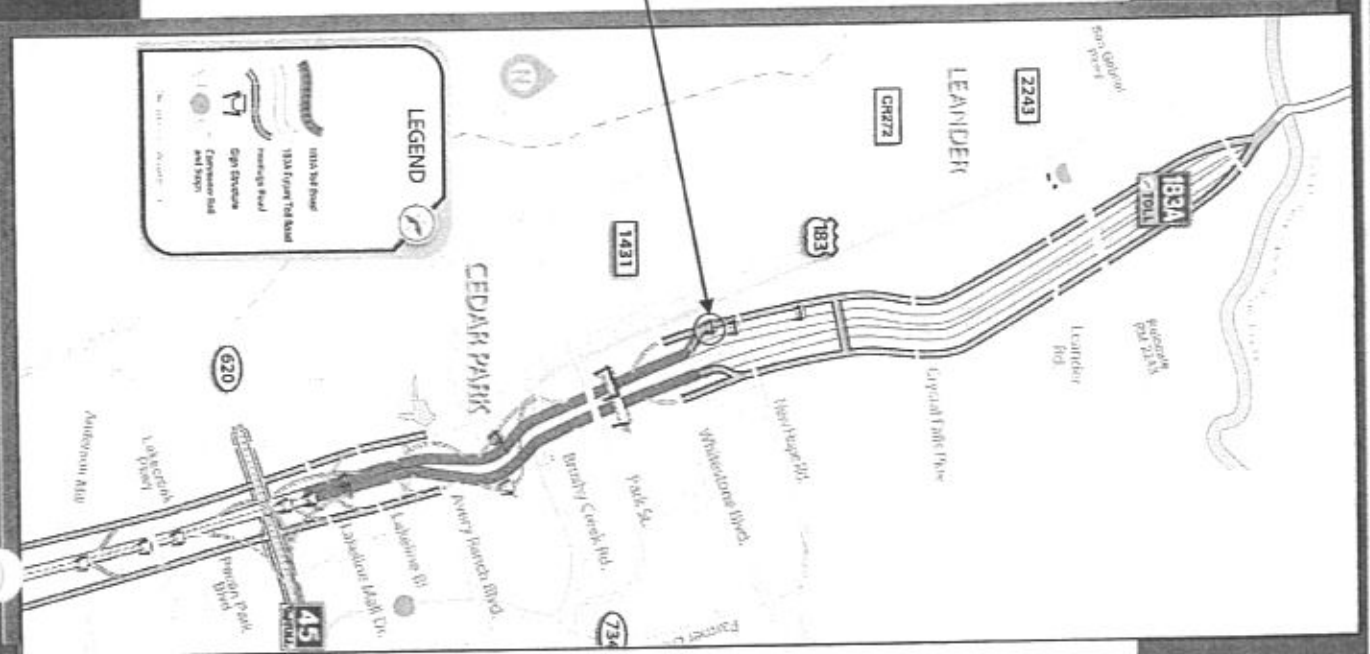
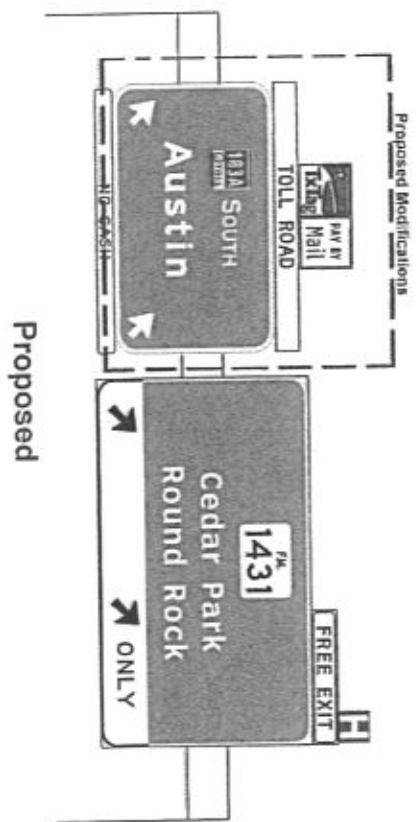
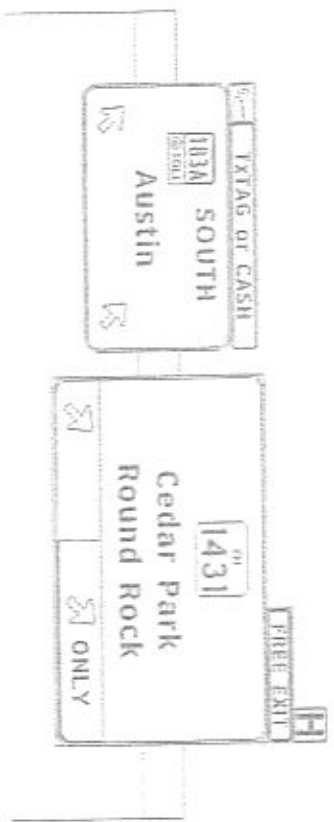
(New Sign Location)



# Southbound Approach to 183A Approach Sign Location 2



# Southbound Approach to 183A Approach Sign Location 3



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

**RESOLUTION NO. 08-34**

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

WHEREAS, in Resolution No. 05-31, dated March 30, 2005, the CTRMA Board of Directors authorized the Executive Director to initiate the process for procuring traffic and revenue engineering services ("T&R Services") for various regional transportation projects that the CTRMA may consider developing, constructing and/or operating from time to time; and

WHEREAS, through the procurement process authorized under Resolution No. 05-31, the CTRMA entered into a contract with URS Corporation ("URS") and URS has subsequently provided T&R Services to the CTRMA in connection with several regional transportation projects; and

WHEREAS, the CTRMA Board has determined that in consideration of the number of potential regional transportation projects that may be undertaken by the CTRMA in the future, procurement of additional providers of T&R Services would be appropriate and prudent; and

WHEREAS, the Board desires that the Executive Director and staff initiate the process for procuring one or more entities to provide T&R Services to the CTRMA by drafting and issuing solicitation documents to solicit responses from firms interested in providing such services, and to establish a review committee to evaluate all such responses and make recommendations to the Board as to the best qualified firm or firms to provide the required T&R Services; and

WHEREAS, all such procurement efforts shall be undertaken in accordance with the CTRMA's Policies and Procedures Governing Procurements of Goods and Services (the "Procurement Policies").

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director and CTRMA staff to prepare and issue the procurement documents necessary to solicit responses from firms interested in providing T&R Services to the CTRMA; and

BE IT FURTHER RESOLVED, that the responses be evaluated by an appropriate review committee and that a recommendation be made to the full Board as to the best qualified firm or firms to provide T&R Services to the CTRMA; and





BE IT FURTHER RESOLVED, all such procurement efforts be undertaken in accordance with the Procurement Policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

Approved:

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

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-34  
Date Passed 6-25-08

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

**RESOLUTION NO. 08-35**

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

WHEREAS, the CTRMA identified the proposed 183-A turnpike as its initial project in the petition filed under the RMA Rules; and

WHEREAS, the CTRMA has approved various work authorizations for its General Engineering Consultant (the "GEC") to pursue work necessary for the development of 183-A; and

WHEREAS, in Resolution No. 03-46, dated September 24, 2003, the CTRMA Board of Directors approved Work Authorization No. 3.1 concerning project office operations, administrative support, and core staff services related to project development; and

WHEREAS, in subsequent Resolutions the CTRMA Board of Directors approved various Supplements to Work Authorization No. 3.1 to address specific undertakings by the GEC within the scope of Work Authorization No. 3.1; and

WHEREAS, in Resolution No. 07-60, dated October 3, 2007, the Board of Directors approved the GEC providing certain GIS (geographic information system) services for the CTRMA's management of project assets under Supplement 9 to Work Authorization No. 3.1; and

WHEREAS, the GIS services developed under Supplement 9 are now in a graphic format that is being further developed by the GEC for ultimate use by the CTRMA and such further development requires that the GIS database tool be maintained on a development server by the GEC; and

WHEREAS, the scope and fees associated with such interim web hosting on the GEC's development server are addressed and described in Supplement No. 11 to Work Authorization No. 3.1 attached hereto as Attachment "A"; and


WHEREAS, the GEC has represented to the Board of Directors that the work reflected in Supplement No. 11 to Work Authorization No. 3.1 and the cost thereof is necessary and appropriate to finalize the development of the GIS database tool.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves Supplement No. 11 to Work Authorization No. 3.1, attached hereto as Attachment "A", provided that any work commenced under the Supplement 11 to Work Authorization No. 3.1 be subject to the


Agreement for General Consulting Civil Engineering Services between the CTRMA and the GEC.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-35  
Date Passed 6-25-08

**ATTACHMENT "A"  
TO  
RESOLUTION 08-35**

**Supplement No. 11 to GEC Work Authorization 3.1**

**EXHIBIT B**

**WORK AUTHORIZATION NO. 3.1 – SUPPLEMENT NO. 11**

This Supplement No. 11 to Work Authorization No. 3.1 is made this 16<sup>th</sup> day of June, 2008, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of September 15th, 2003 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and HNTB Corporation (GEC). This Supplement Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement:

*GIS Hosting*

The following terms and conditions of Work Authorization No. 3.1 are hereby amended, as follows:

**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 Supplement No. 11 to Work Authorization No. 3.1, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

N/A

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

As set forth in 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 complete by December 31, 2009.

**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 **\$13,617.00**, based on Attachment B – Fee Estimate. This will increase the not to exceed compensation amount for Work Authorization No. 3.1 from \$7,570,225.00 to **\$7,583,842.00**. 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 various companies and firms composing the GEC are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. The GEC shall not exceed the maximum amount payable without prior written permission by Owner.

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

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

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

N/A

**Section E. - Other Provisions**

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

N/A

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

Authority: Central Texas Regional Mobility  
Authority

GEC: HNTB Corporation

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

By: Richard L. Ridings, P.E.

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

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

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

Title: Vice President

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

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

General  
Counsel  
Approval: \_\_\_\_\_

**CENTRAL TEXAS RMA**

**ATTACHMENT A – SCOPE OF WORK**

**WORK AUTHORIZATION NO. 3.1 – SUPPLEMENT NO. 11**

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

The service to be provided by the GEC under this scope includes GIS hosting.

**I. AUTHORITY ENTERPRISE GIS (EGIS) ASSET VIEWER APPLICATION HOSTING**

The goal of this initiative is to host the GIS Intranet-based asset inventory map viewer application and provide application administration.

*PROJECT SCHEDULE*

The GIS hosting environment will be established and the GIS Intranet-based asset inventory map viewer application will be deployed in the hosting production environment and made accessible to AUTHORITY.

The 12 month hosting agreement, support and maintenance of the GIS intranet asset inventory map viewer application and GIS hosting environment will extend until 11:59 PM CST on the day prior to the one-year anniversary date that GEC started hosting AUTHORITY’s GIS application.

<b>Implementation Plan</b>	<b>Start</b>	<b>Finish</b>
<b>GIS Hosting</b>	July '08	July '09
1. Set up Basic GIS hosting environment		
2. Host GIS application		
3. Administer Application		

*SCOPE OF SERVICES AND PRICING*

**GIS Hosting**

Establish the Basic GIS hosting environment according to Attachment C, GIS Hosting. This Scope of Services does not include any application modifications and enhancements.

GEC will host the Asset Inventory Map Viewer application from July 1<sup>st</sup>, 2008 through June 30<sup>th</sup>, 2009 for a fee of \$400 per month for a total fee of \$4800.

Notwithstanding anything to the contrary in any other agreement between Authority and GEC, Internet Hosting is a commercially priced service maintained and operated by HNTB and is in accordance with FAR guidelines.

The parties agree to the following changes in the original contract:

The following terms and conditions are hereby added to the Agreement and incorporated therein by reference:

GEC shall provide GIS Hosting Services described in GEC's Internet Hosting Catalog Pricing available on the GEC's Web site (<http://www.hntb.com/pricing/>) according to the schedule set forth therein as selected by Authority on the Project Price Sheet ("Service"). By written amendment hereto, Authority may elect for GEC to provide additional services. The Services hereunder are for exclusive use by the Authority and related parties for this Project.

Notwithstanding anything to the contrary in any other agreement between the parties, by using GIS Hosting Services, the Authority accepts all the terms and conditions of this Agreement, including, in particular, the terms set forth in GEC's Internet Hosting Policy as now or subsequently in force. The most current version is available on the GEC's Web site (<http://www.hntb.com/pricing/>).

For GIS Hosting, Authority shall pay GEC for the Services in accordance with the lump sum project amount set forth in Project Price Sheet attached hereto. Any services requested by Authority in addition to the Services described in the Project Price Sheet shall be billed to and paid by Authority at the Pay Rates specified in GEC's then current Internet Hosting Catalog Pricing.

#### **LIMITATIONS OF RESPONSIBILITY**

Services shall be accessible to Authority via the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond the control of GEC or which are not reasonably foreseeable by GEC, such as interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

GEC shall provide daily incremental backups and weekly offsite tape storage for all commercially hosted sites.

To the extent necessary to render the Services, Authority hereby grants to GEC a non-exclusive, worldwide, royalty-free license to edit, modify, adapt, translate, exhibit, publish,



transmit, participate in the transfer of or, reproduce, create derivative works from, distribute, perform, display, and otherwise use Authority-supplied content.

GEC shall not be responsible for verifying or ensuring the accuracy of any information or content hosted on the servers which is supplied by Authority or any other Project participant, nor ensuring that such information or content does not violate or infringe any law or other third party rights.

Authority shall place and cause to be placed on the GEC's servers content that does not contain any data or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which otherwise exposes GEC to civil or criminal liability. Any such materials placed on the servers which do not satisfy the foregoing requirements shall be deemed to be a material breach of this Agreement.

Authority will advise its employees and other project participants of the terms by which Authority is providing this service to its users.

#### **LIMITATION OF LIABILITY**

Authority acknowledges that data stored in electronic media or on a Web site can deteriorate undetected or be modified without GEC's knowledge, therefore, GEC does not accept liability or responsibility for maintaining the completeness or correctness of the Authority's content, or liability for unauthorized access to, or alteration, theft or destruction of, content or Authority's data files, programs or information through accident, fraudulent means or devices. The GEC shall have no liability with respect to the GEC's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if the GEC has been advised of the possibility of such damages. In any event, the liability of the GEC to the Authority for any reason and upon any cause of action shall be limited to the amount actually paid to the GEC by Authority for Internet Hosting Services during the one month immediately preceding the date on which such claim accrued. This limitation applies to all causes of action in the aggregate, including, without limitation, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

Notwithstanding anything to the contrary in any other agreement between HNTB and Authority, all materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by GEC or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by GEC to provide the Hosting Services to Authority, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of GEC or its suppliers.

### **NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of Authority and GEC. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Authority and GEC.

### **TERMINATION**

In the event Authority defaults under its Agreement for professional engineering or architectural services with GEC or one of its affiliated entities, GEC shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days written notices to Authority.

GEC may terminate this Agreement upon written notice in the event of substantial failure by Authority to perform in accordance with this Agreement. In the event of such termination, GEC may or may not complete the Services under this Agreement, all as GEC deems appropriate in its sole discretion. In the event of termination, all amounts owing to GEC for Services performed under this Agreement will become immediately due and owing as of the date of its termination.

Attachment B - Fee Estimate

TRMA GEC  
NTB Corporation - MANHOUR BREAKDOWN  
June 16, 2008

CTRMA  
WORK AUTHORIZATION NO. 3.1  
SUPPLEMENT NO. 11

Foundation

(Labor Rates)	MANHOURS									TOTAL HRS
	A	B1	B	C	D	E	F1	F		
\$ 82.00	\$ 82.00	\$ 68.00	\$ 57.00	\$ 44.00	\$ 33.00	\$ 33.00	\$ 23.00			

Task                      Work Description

Task	Work Description	A	B1	B	C	D	E	F1	F	TOTAL HRS
1.0	GIS Hosting									
a	Hosting environment (set up)		0	1	2	27	5	0		35
b	Basic GIS Hosting Fee (see below)		0	0	0	0	0	0		0
c	Application Administration		0	1	9	22	0	0		32
<b>TOTAL GEC TEAM DIRECT LABOR</b>		0	0	2	11	49	5	0	0	67
% Total by Classification		0.00%	0.00%	2.99%	16.42%	73.13%	7.46%	0.00%	0.00%	

Labor Costs	\$ -	\$ -	\$ 136	\$ 627	\$ 2,156	\$ 165	\$ -	\$ -	\$ 3,084
Overhead Costs	155.26%	\$ -	\$ 211	\$ 973	\$ 3,347	\$ 256	\$ -	\$ -	\$ 4,788
Profit	12%	\$ -	\$ 42	\$ 192	\$ 660	\$ 51	\$ -	\$ -	\$ 945
<b>Total Loaded Labor</b>		\$ -	\$ 389	\$ 1,793	\$ 6,164	\$ 472	\$ -	\$ -	\$ 8,817

Hosting	Months	Rate	Total
Basic GIS	12	\$ 400	\$ 4,800

Direct Expenses	Cost
Printing	\$ -
Mileage	\$ -
Travel	\$ -
<b>Total Direct Expenses</b>	\$ -
<b>Total Hosting Fee</b>	\$ 4,800
<b>Total Loaded Labor</b>	\$ 8,817
<b>Total Direct Expenses</b>	\$ -
<b>Total</b>	\$ 13,617



CENTRAL TEXAS  
Regional Mobility Authority

# Item VII

## Supplement No. 11 to GEC Work Authorization No. 3.1



# GIS Database and Web Tool - Log In Page



ASSET INVENTORY VIEWER APPLICATION



CENTRAL TEXAS  
Regional Mobility Authority

## LOGIN

Login to access CTRMA Asset Inventory Viewer Application.

User Name:

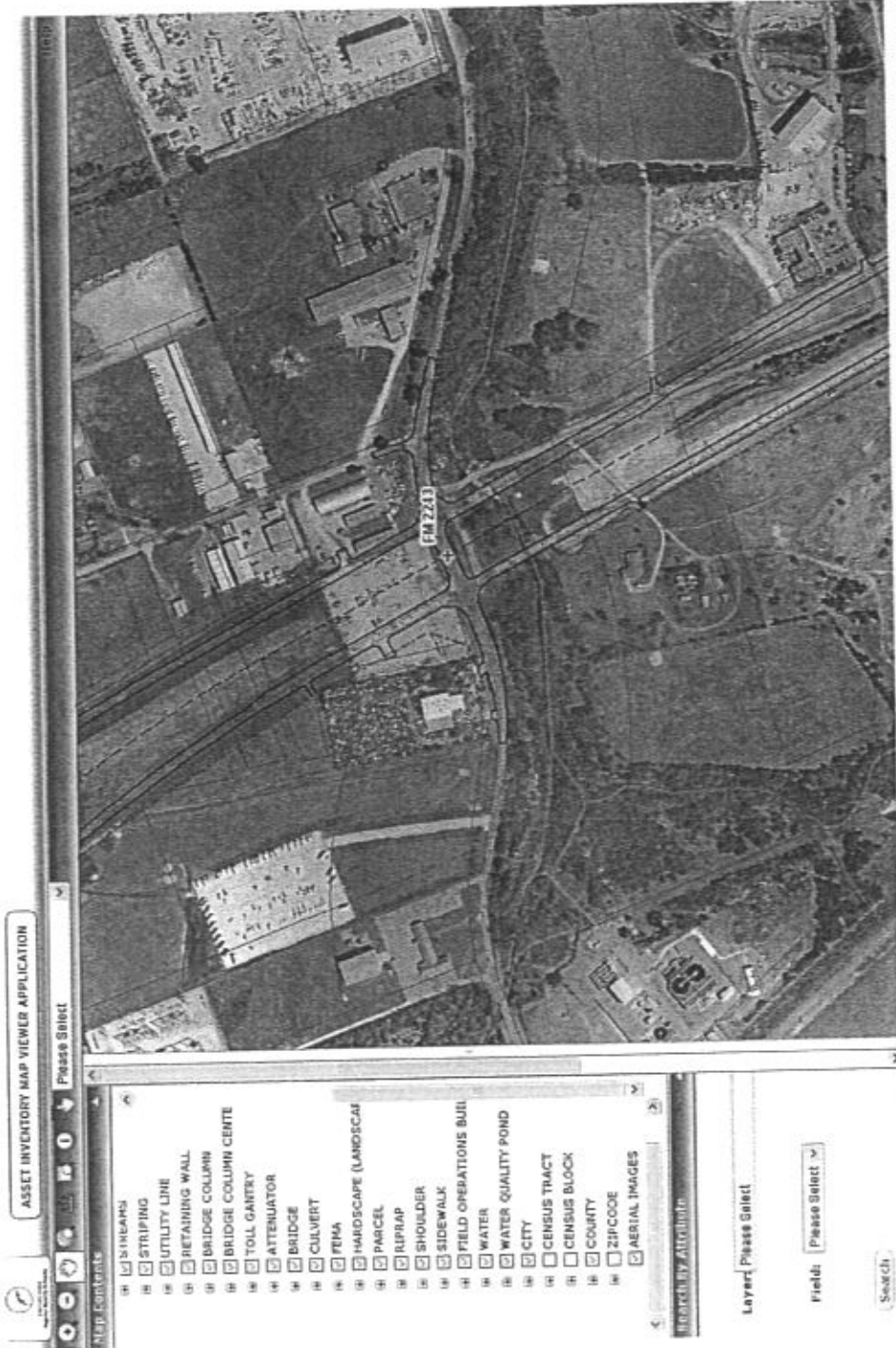
Password:

Login





# Northbound Approach to 183A Approach Sign Location 1



# Northbound Approach to 183A Approach Sign Location 1

The screenshot displays a software interface for an 'ASSET INVENTORY MAP VIEWER APPLICATION'. The top portion shows a 3D perspective view of a road sign structure, including a curved overhead sign and a vertical post. The sign is labeled 'Brushy Creek Rd'. The bottom portion shows a data table with the following information:

OBJECTID	228
LINK_ID	
LINK_ID	
LINK_ID	
COMMENTS	183A
ROADWAY_NAME	
ROADWAY_TYPE	0
FROM_REMARK	690.078
STATION	196.89
OFFSET_DISTANCE	W
OFFSET_DIRECTION	
FROM_INTERSECTION	Park St
TO_INTERSECTION	Brushy Creek Rd
LONGITUDE	3091329.44440697
LATITUDE	10158032.8820455
SOURCE	
SOURCE_DATE	
CREATED_BY	
CREATED_DATE	
MODIFIED_BY	
MODIFIED_DATE	
MAINTENANCE_TYPE	
MAINTENANCE_DATE	
MAINTENANCE_COMMENT	



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

**RESOLUTION NO. 08-36**

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

WHEREAS, in Resolution No. 05-11, dated January 26, 2005, the CTRMA Board of Directors authorized the Executive Director to initiate efforts to obtain lease space for the CTRMA in the Central Business District of Austin, Texas; and

WHEREAS, in accordance with the CTRMA's Policies and Procedures Governing Procurements of Goods and Services (the "Procurement Policies"), lease space was obtained at 301 Congress Avenue, Suite 650, Austin, Texas (the "Lease Space") and a lease agreement was executed with a commencement date as of December 29, 2005 (the "Lease"); and

WHEREAS, the CTRMA operates its main offices within the Lease Space, including various offices, cubicles, a dedicated conference room and dedicated computer facilities; and

WHEREAS, due to growth in the number of CTRMA staff and a substantial increase in the utilization of the Lease Space for various purposes, it has become necessary for certain modifications to the Lease Space to be undertaken to provide more efficient use of the available facilities and add additional meeting space (the "Modifications"); and

WHEREAS, in accordance with the provisions of the Lease and the Procurement Policies, procurement of construction services for the construction of the Modifications has been undertaken and it is recommended by CTRMA staff to the Board of Directors that a construction agreement with Marcon Construction Company be finalized in an amount not to exceed \$35,000.00, such funds being provided for in the approved CTRMA Budget.


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director and CTRMA staff to negotiate and finalize the necessary construction agreement for the construction and completion of the Modifications; and

BE IT FURTHER RESOLVED, that all prior and ongoing efforts to obtain the necessary permits for the construction of the Modifications are hereby ratified as necessary for the timely completion of the Modifications; and


BE IT FURTHER RESOLVED, the construction agreement be consistent with the provisions of this Resolution, the Lease and the Procurement Policies.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-36  
Date Passed 6-25-08

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

**RESOLUTION NO. 08-37**

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

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

WHEREAS, in Resolution No. 04-19, dated May 5, 2004, the Board of Directors approved participation in the Texas County & District Retirement System ("TCDRS") to provide benefits to CTRMA employees under the Central Texas Regional Mobility Authority TCDRS Plan (the "Plan"); and


WHEREAS, the Plan requires certain authorizations from time to time by the Board of Directors regarding certain ongoing provisions of and/or changes to the Plan; and

WHEREAS, the Board of Directors has reviewed the TCDRS "Authorization to Change TCDRS Plan Provisions, Plan Year 2009" attached hereto as Attachment "A" which revises the employee vesting provisions from eight years to five years, establishes the required employer contribution rate for Plan Year 2009 and provides for payment of funds to be utilized for a future COLA related to retirees and their beneficiaries.

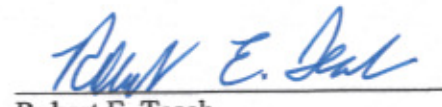
NOW THEREFORE, BE IT RESOLVED, that the Board of Directors adopts the "Authorization to Change TCDRS Plan Provisions, Plan Year 2009" attached hereto as Attachment "A" and authorizes the Executive Director, as the Presiding Officer of the CTRMA, to execute and deliver the "Authorization to Change TCDRS Plan Provisions, Plan Year 2009" to the TCDRS, and take such further action as is required to fulfill the requirements of TCDRS regarding the same. Such further action shall include transmittal of the executed document along with a copy of this Resolution to the appropriate TCDRS staff.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-37  
Date Passed 6/25/08

**Central Texas Regional Mobility Authority, #712**  
**Authorization to change TCDRS plan provisions**  
**Plan year 2009**

The following resolution concerning the participation of Central Texas Regional Mobility Authority in the Texas County & District Retirement System (TCDRS) for the 2009 plan year was adopted in open session on \_\_\_\_\_, 2008.

1. With respect to the plan provisions currently applicable to its members, Central Texas Regional Mobility Authority makes the following changes:

Effective Jan. 1, 2009, members will be eligible to retire at age 60 or older if they have at least 5 years of service.

2. With respect to annuities paid to its retirees or their beneficiaries, Central Texas Regional Mobility Authority does not adopt a COLA.
3. Central Texas Regional Mobility Authority adopts an annually determined contribution rate plan with the following rate for the 2009 plan year: the newly adopted elected rate of 14.00%.
4. Except as modified by this resolution or by law, the plan provisions previously adopted by this Governing Board of Central Texas Regional Mobility Authority relating to participation in TCDRS remain in effect and are continued.
5. In the event the 2009 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with the retirement system, the Governing Board of Central Texas Regional Mobility Authority hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

**Certification**

I certify that the foregoing resolution concerning the participation of Central Texas Regional Mobility Authority in the Texas County & District Retirement System for the 2009 plan year truly and accurately reflects the official action taken during a properly posted and noticed meeting on \_\_\_\_\_, 2008, by the Governing Board of Central Texas Regional Mobility Authority as such action is recorded in the official minutes.

\_\_\_\_\_  
Presiding Officer of Central Texas Regional Mobility Authority

Dated: \_\_\_\_\_

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

**RESOLUTION NO. 08-38**

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

WHEREAS, prudent management and fiscal oversight are overriding objectives of the CTRMA Board of Directors; and

WHEREAS, it is necessary and desirable to develop and adopt a budget for CTMRA operations at the commencement of each fiscal year; and

WHEREAS, in Resolution No. 07-31, dated June 27, 2007, the Board of Directors adopted a budget for fiscal year 2007-2008 ("FY 2007-2008"); and

WHEREAS, FY 2007-2008 comes to a close on June 30, 2008; and


WHEREAS, the CTRMA staff has developed a budget for fiscal year 2008-2009 ("FY 2008-2009") attached hereto as Attachment "A" and recommends its approval by the CTRMA Board of Directors.

NOW THEREFORE, BE IT RESOLVED, that the CTRMA Board of Directors approves the budget for FY 2008-2009, attached hereto as Attachment "A." and

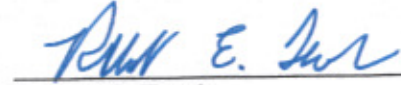
BE IT FURTHER RESOLVED, that this budget may be amended from time-to-time with the approval of the Board of Directors.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June, 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-38  
Date Passed 6/25/08

**Attachment "A"**  
**To Resolution 08-38**  
**Budget for FY 2008-2009 in its**  
**Final Form**

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

**RESOLUTION NO. 08-39**

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

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

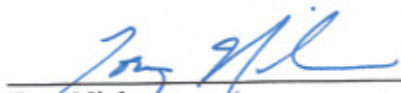
WHEREAS, the Board of Directors has adopted policies and procedures intended to provide strong fiscal oversight and which authorize the Executive Director, working with the CTRMA's Chief Financial Officer, to review invoices, approve disbursements, and prepare and maintain accurate financial records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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of May 2008 and has caused a Financial Report to be prepared which is attached hereto as Attachment "A."


NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for May 2008, attached hereto as Attachment "A."

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of June 2008.

Submitted and reviewed by:

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

Approved:

  
\_\_\_\_\_  
Robert E. Tesch  
Chairman, Board of Directors  
Resolution Number 08-39  
Date Passed 6/25/08



Central Texas Regional Mobility Authority  
Income Statement  
All Operating Departments

Revenue	Budget	Actual Year	Percent	Actual Year
	FY 2008	To Date 5/31/2008	Of Budget	To Date 5/31/2007
Toll Revenue-Cash-183A	1,800,000.00	1,559,548.39	86.64%	0.00
Toll Revenue-TxTag-183A	6,500,000.00	11,835,362.50	182.08%	0.00
Toll Revenue-HCTRA-183A	0.00	65,859.75		0.00
Toll Revenue-NTTA-183A	0.00	39,532.05		0.00
Interest Income	1,369,790.00	3,616,150.32	263.99%	430,712.67
Reimbursed Expenditures	20,060.00	43,016.34	214.44%	53,526.81
Gain/Loss on Sale of Asset	0.00	4,182.44		0.00
<b>Total Revenue</b>	<b>9,689,850.00</b>	<b>17,163,651.79</b>	<b>177.13%</b>	<b>484,239.48</b>

Expenditures	Budget	Actual Year	Percent	Actual Year
	FY 2008	To Date 5/31/2008	Of Budget	To Date 5/31/2007
Regular	1,431,950.00	1,154,539.57	80.63%	949,863.18
Part Time	20,000.00	2,524.51	12.62%	12,330.73
Overtime	7,000.00	157.41	2.25%	893.07
Contractual Employees	105,000.00	106,788.53	101.70%	135,209.02
TCDRS	181,533.00	145,449.32	80.12%	123,741.29
FICA	74,339.00	55,595.85	74.79%	46,305.79
FICA MED	21,591.00	16,516.60	76.50%	13,458.36
Health Insurance	134,542.00	116,177.74	86.35%	81,761.66
Life Insurance	1,697.00	4,129.21	243.32%	1,140.00
Auto Allowance	16,000.00	7,550.00	47.19%	6,700.00
Other Benefits	117,697.00	72,379.56	61.50%	28,657.65
Unemployment Taxes	855.00	1,571.00	183.74%	810.21
<b>Total Salaries &amp; Wages</b>	<b>2,112,204.00</b>	<b>1,683,379.30</b>	<b>79.70%</b>	<b>1,400,870.96</b>

Contractual Services	Budget	Actual Year	Percent	Actual Year
	FY 2008	To Date 5/31/2008	Of Budget	To Date 5/31/2007
<b>Professional Services</b>				
Accounting	9,000.00	8,504.71	94.50%	6,164.66
Auditing	50,000.00	23,385.00	46.77%	16,247.50
General Engineering Consultant	445,000.00	0.00		0.00
General System Consultant	425,000.00	0.00		0.00
Toll Collection contract	1,879,111.00	1,086,156.99	57.80%	45,997.64
Toll collection mgt admi	131,460.00	0.00		0.00
CSC mgt admin	84,074.00	0.00		0.00
Facility maintenance	176,017.00	46,730.24	26.55%	0.00
Facility management	63,017.00	41,524.49	65.89%	0.00
Toll perform plan	35,106.00	0.00		0.00
Human Resources	30,000.00	20,945.90	69.82%	15,272.28
Legal	150,000.00	46,826.60	31.22%	71,491.97
Photography	15,000.00	18,235.00	121.57%	17,345.42
Traffic & Revenue Consultants	50,000.00	45,000.00	90.00%	0.00
Communications and Marketing	150,000.00	101,177.04	67.45%	95,709.53
Transcripts	1,000.00	0.00		0.00
<b>Total Professional Services</b>	<b>3,693,785.00</b>	<b>1,438,485.97</b>	<b>38.94%</b>	<b>268,229.00</b>

	Budget FY 2008	Actual Year To Date 5/31/2008	Percent Of Budget	Actual Year To Date 5/31/2007
<b>Other Contractual Services</b>				
IT Services	683,240.00	150,822.22	22.07%	5,672.99
Graphic Design Services	20,000.00	6,625.00	33.13%	3,250.00
Website Maintenance	20,000.00	17,773.45	88.87%	16,174.67
Research Services	45,000.00	34,465.00	76.59%	5.95
Copy Machine	13,000.00	8,219.34	63.23%	8,474.74
Software licenses	24,000.00	21,654.80	90.23%	21,033.80
ETC system Maintenance	1,177,800.00	1,143,940.00	97.13%	0.00
Advertising	56,000.00	24,387.96	43.55%	32,469.48
Direct Mail	20,000.00	0.00		17,134.25
Video Production	10,000.00	0.00		103,394.48
Television	20,000.00	0.00		180,396.64
Radio	50,000.00	9,985.00	19.97%	38,462.00
Other Public Relations	0.00	1,032.73		44,342.93
Law Enforcement	350,000.00	174,849.33	49.96%	33,015.80
Cell Phones	6,800.00	8,260.53	121.48%	4,276.74
Local	55,252.00	14,362.43	25.99%	9,331.64
Long Distance	2,000.00	574.03	28.70%	744.14
Internet	8,472.00	4,082.37	48.19%	3,366.00
Other Communication Expense	1,000.00	1,859.95	186.00%	546.95
Subscriptions	1,850.00	1,113.80	60.21%	1,906.90
Memberships	14,295.00	15,112.50	105.72%	11,179.85
Continuing Education	6,000.00	789.85	13.16%	2,689.95
Professional Development	22,000.00	337.00	1.53%	950.00
Seminars and Conferences	26,450.00	19,322.00	73.05%	21,490.00
Total Travel	70,500.00	41,450.02	58.79%	20,535.26
Other Contractual Svcs	0.00	1,277.90		7,367.63
Roadway maintenance contract	1,157,000.00	297,033.90	25.67%	0.00
Contractual Contingencies	66,000.00	40,473.43	61.32%	428.26
<b>Total Other Contractual Services</b>	<b>3,926,659.00</b>	<b>2,039,804.54</b>	<b>51.95%</b>	<b>588,641.05</b>
<b>Total Contractual Expenses</b>	<b>7,620,444.00</b>	<b>3,478,290.51</b>	<b>45.64%</b>	<b>856,870.05</b>

	Budget FY 2008	Actual Year To Date 5/31/2008	Percent Of Budget	Actual Year To Date 5/31/2007
<b>Materials and Supplies</b>				
Books & Publications	10,400.00	7,732.74	74.35%	2,399.84
Office Supplies	15,500.00	5,545.81	35.78%	7,861.97
Computer Supplies	15,500.00	3,187.00	20.56%	6,122.00
Copy Supplies	3,000.00	231.12	7.70%	0.00
Annual Report	20,000.00	16,080.19	80.40%	18,252.12
Other Reports-printed	50,500.00	25,528.63	50.55%	34,042.77
Direct Mail-printed	0.00	431.02		3,455.00
Office Supplies-printed	3,500.00	1,718.96	49.11%	4,539.78
Maintenance Supplies	100.00	15.21	15.21%	0.00
Promotional Items	10,000.00	199.34	1.99%	12,469.22
Displays	5,000.00	468.93	9.38%	12,703.42
Tools & Equipment	2,700.00	924.94	34.26%	1,188.67
Misc Materials & Supplies	3,500.00	6,513.66	186.10%	1,683.23
<b>Total Materials &amp; Supplies Exp</b>	<b>174,700.00</b>	<b>68,577.55</b>	<b>39.25%</b>	<b>104,718.02</b>

	Budget FY 2008	Actual Year To Date 5/31/2008	Percent Of Budget	Actual Year To Date 5/31/2007
<b>Operating Expenses</b>				
Gasoline	10,000.00	3,430.65	34.31%	0.00
Mileage Reimbursement	7,850.00	6,267.75	79.84%	6,454.76
Parking	26,950.00	23,812.50	88.36%	21,607.37
Meeting Facilities	2,600.00	50.00	1.92%	5,000.00
Community Events	20,000.00	0.00		871.37
Meeting Expense	6,325.00	4,765.41	75.34%	2,706.47
Public Notices	2,300.00	3,261.14	141.79%	328.75
Postage	8,900.00	1,131.45	12.71%	1,701.73
Overnight Delivery Services	1,250.00	1,327.81	106.22%	164.08
Local Delivery Services	2,400.00	1,179.05	49.13%	1,666.98
Insurance	175,000.00	95,632.87	54.65%	28,402.77
Repair and Maintenance	0.00	368.50		0.00
Repair & Maintenance-Vehicles	2,000.00	272.28	13.61%	0.00
Repair and Maintenance Toll Equip	30,000.00	0.00		0.00
Rent	181,973.00	162,434.74	89.26%	167,519.03
Water	7,400.00	704.84	9.52%	0.00
Electricity	56,000.00	71,970.58	128.52%	6,354.62
Amortization Expense	34,808.00	933,544.24	2681.98%	31,742.15
Dep Exp- Furniture & Fixtures	4,000.00	15,976.21	399.41%	9,611.42
Dep Expense - Equipment	1,200.00	17,292.66	1441.06%	8,602.66
Dep Expense - Autos & Trucks	8,000.00	3,734.28	46.68%	0.00
Dep Expense-Buildng & Toll Fac	147,898.00	159,443.04	107.81%	0.00
Dep Expense-Highways & Bridges	5,429,806.00	4,453,188.21	82.01%	0.00
Dep Expense-Communic Equip	5,995.00	180,362.25	3008.54%	5,497.74
Dep Expense-Toll Equipment	918,771.00	418,456.22	45.55%	0.00
Dep Expense - Signs	120,436.00	120,534.25	100.08%	0.00
Dep Expense-Land Improvemts	733,880.00	39,149.51	5.33%	0.00
Depreciation Expense-Computers	33,000.00	329,659.53	998.97%	27,062.38
Recruitment	1,000.00	0.00		0.00
Misc Operating Expense	0.00	2,500.00		0.00
Community Initiative Grants	102,500.00	15,878.85	15.49%	114,492.00
<b>Total Operating Expense</b>	<b>8,082,242.00</b>	<b>7,066,328.82</b>	<b>87.43%</b>	<b>441,510.04</b>
<b>Financing Expenses</b>				
Arbitrage Rebate	3,500.00	0.00		3,500.00
Bond Issuance Expense	0.00	837,348.09		0.00
Loan Fees	12,000.00	11,000.00	91.67%	11,000.00
Bond Issuance Cost	25,000.00	25,000.00	100.00%	25,000.00
Trustee Fees	2,000.00	2,000.00	100.00%	4,849.99
Bank Fees	2,500.00	21,767.09	870.68%	1,105.99
Interest Expense	11,443,524.00	10,537,236.14	92.08%	0.00
Contingency	20,000.00	3,500.00	17.50%	0.00
<b>Total Financing Expense</b>	<b>11,508,524.00</b>	<b>11,437,851.32</b>	<b>99.39%</b>	<b>45,455.98</b>
<b>Total Expenses</b>	<b>29,498,114.00</b>	<b>23,734,427.50</b>	<b>80.46%</b>	<b>2,849,425.05</b>
<b>Net Income</b>	<b>-19,808,264.00</b>	<b>-6,570,775.71</b>		<b>-2,365,185.57</b>

Central Texas Regional Mobility Authority  
Balance Sheet

As of

May 31, 2008

May 31, 2007

**Assets**

**Current Assets**

Cash in Operating Fund	37,908.58	31,198.28
Chase-Regions Trustee Account	3,467.00	6,228.16
Regions Trustee cash account	3,715.24	29,737.73
Cash In TexSTAR	3,761,478.22	7,731,054.73
Money Market Payroll Account	2,247.66	1,607.43
Fidelity Government MMA	10,717,157.78	135,139.91
Restricted Cash-TexStar	49,134,052.44	63,631,791.31
Total Cash Equivalents	63,614,936.10	71,499,593.38
Due From NTTA	19,870.65	0.00
Due From HCTRA	34,942.50	0.00
Interest Receivable	18,633.33	38,277.74
Total Receivables	73,446.48	38,277.74
Certificates of Deposit	500,383.75	
Agencies	1,008,070.00	4,960,608.87
Prepaid Insurance	56,857.68	19,836.89
Total Prepaid Expenses	56,857.68	19,836.89
<b>Total Current Assets</b>	<b>65,298,784.83</b>	<b>76,585,481.05</b>

**Construction Work In Process**

Utility Relocation Expense	7,296.44	61,460.46
Consulting-Admin Services	28,559.43	687,052.37
Consulting-Reimbursed Expenses	5,137.68	5,766.34
Environmental Fees	0.00	398,750.00
Funding Costs	39,204.26	30,000.00
Legal Fees-Construction	749,732.82	2,269,772.20
Traffic & Revenue Analysis	2,047,380.91	2,607,202.49
Unsuccessful Proposers	0.00	356,625.82
Engineering	2,707,515.77	4,096,252.56
Right of Way	152,635.34	18,612,108.29
Total Preliminary Costs	5,737,462.65	29,124,990.53
Public Involvement	145,914.59	390,310.48
CDA Oversight	81,311.22	7,685,915.46
Engineering	0.00	14,082,913.49
Total Construction Engineering	227,225.81	22,159,139.43
Design	0.00	30,669,172.41
Construction-CDA	0.00	135,159,327.99
Other Construction Costs	0.00	372,976.15
Total Construction Costs	0.00	166,201,476.55
Toll Collection System	35,764.03	7,521,218.12
Accrued Interest Income	0.00	(13,944,323.38)
Accrued Interest Expense	0.00	26,564,731.33
Amortization of Bond Premium	0.00	(3,568,266.53)
Amortization Bond Disc Invest	0.00	(320,294.48)
Total Accrued Interest	0.00	8,731,846.94
Amortization Bond Issue Costs	0.00	3,240,212.23
<b>Total Construction WIP</b>	<b>6,000,452.49</b>	<b>236,978,883.80</b>

**Fixed Assets**

Computers	1,202,456.72		115,571.52	
Accum Deprec-Computers	<u>(456,311.00)</u>	746,145.72	<u>(89,666.60)</u>	25,904.92
Computer Software	5,365,932.95		95,156.88	
Accumulated Amortization-Software	<u>(1,038,923.55)</u>	4,327,009.40	<u>(38,005.98)</u>	57,150.90
Furniture and Fixtures	98,195.95		59,232.16	
Accum Deprec-Furn & Fixtures	<u>(31,159.11)</u>	67,036.84	<u>(13,798.04)</u>	45,434.12
Equipment	76,177.93		28,777.93	
Accum Depec-Equipment	<u>(31,596.72)</u>	44,581.21	<u>(12,764.40)</u>	16,013.53
Autos and Trucks	16,295.00		0.00	
Accum Deprec-Autos and Trucks	<u>(3,734.28)</u>	12,560.72	<u>0.00</u>	0.00
Buildings and Toll Facilities	7,062,332.11		0.00	
Accum Deprec-Buildings & Toll	<u>(173,813.08)</u>	6,888,519.03	<u>0.00</u>	0.00
Highways and Bridges	196,747,086.38		0.00	
Accum Deprec-Highways & Bridge	<u>(4,849,667.81)</u>	191,897,418.57	<u>0.00</u>	0.00
Communication Equipment	1,938,955.13		30,743.13	
Accum Deprec-Comm Equip	<u>(205,197.69)</u>	1,733,757.44	<u>(8,432.82)</u>	22,310.31
Toll Equipment	4,587,114.80		0.00	
Accum Deprec-Toll Equip	<u>(456,122.82)</u>	4,130,991.98	<u>0.00</u>	0.00
Signs	5,274,462.60		0.00	
Accum Deprec-Signs	<u>(131,489.79)</u>	5,142,972.81	<u>0.00</u>	0.00
Land Improvements	957,685.00		0.00	
Accum Deprec-Land Improv	<u>(42,563.82)</u>	915,121.18	<u>0.00</u>	0.00
Right of Way		22,800,110.88		
Leasehold Improvements		41,845.17		47,005.53
<b>Total Fixed Assets</b>		<b>238,748,070.95</b>		<b>213,819.31</b>
<b>Other Assets</b>				
Security Deposits		9,483.30		8,643.30
<b>Long Term Investments</b>				
GIC		0.00		10,460,664.71
<b>Other Assets</b>				
Intangible Assets		650.00		650.00
2005 Bond Issuance Costs		8,732,177.15		9,690,156.93
<b>Total Assets</b>		<b>318,789,618.72</b>		<b>333,938,299.10</b>

**Liabilities****Current Liabilities**

Accounts Payable		21,068.49		20,502.33
Interest Payable		3,439,437.20		4,764,510.88
Due to other Funds		17,409.48		0.00
TCDRS Payable		21,172.65		16,954.10
Due to State of Texas		(17.36)		0.00
<b>Total Current Liabilities</b>		<b>3,499,070.46</b>		<b>4,801,967.31</b>

**Long Term Liabilities**

Accrued Vac & Sick Leave Paybl		150,835.00		0.00
Retainage Payable		934,633.03		8,645,751.53
BANS 2005		0.00		66,000,000.00
Senior Lien Revenue Bonds 2005		170,114,368.18		169,325,456.18
Sn Lien Rev Bnd Prem/Disc 2005		5,296,852.00		6,289,940.02
TIFIA note 2008		67,329,300.00		0.00
<b>Total Long Term Liabilities</b>		<b>243,825,988.21</b>		<b>250,261,147.73</b>
<b>Total Liabilities</b>		<b>247,325,058.67</b>		<b>255,063,115.04</b>

**Net Assets Section**

Contributed Capital	18,430,634.57	18,430,634.57
Net Assets beginning	59,604,701.19	81,034,802.14
Current Year Operations	<u>(6,570,775.71)</u>	<u>(2,159,618.08)</u>
Total Liabilities and Net Assets	<u><u>318,789,618.72</u></u>	<u><u>333,938,299.10</u></u>

CTRMA INVESTMENT REPORT

	Month Ending 5/31/2008					Current Rate as of 5/31/2008
	Balance 4/30/2008	Additions	Discount Amortization	Accrued Interest	Withdrawals	
<b>Amount in Trustee TexStar</b>						
Additional Projects Fund	11,729,017.07			21,762.30	656,462.08	11,094,317.29
Construction Fund	10,995,135.96			20,566.15	481,861.46	10,533,840.65
Trustee Operating Fund	1,563,755.53			2,947.69		1,566,703.22
Renewal & Replacement Fund	101,126.63			190.62		101,317.25
TxDOT Grant Fund	11,079,507.52	2,099,586.07		24,102.06	1,026,703.33	12,176,492.32
Revenue Fund	8,000.66			15.08		8,015.74
Subordinate Lien DS Fund	0.00			0.00	0.00	0.00
Debt Service Reserve Fund	13,627,677.69			25,688.28		13,653,365.97
	49,104,221.06	2,099,586.07	0.00	95,272.18	2,165,026.87	49,134,052.44
<b>Amount in TexStar Operating Fund</b>	4,336,891.00			7,587.22	583,000.00	3,761,478.22
<b>Fidelity Money Market Fund</b>						
-Operating Fund	0.00	400,000.00		1,127.33		401,127.33
-Additional Projects Fund	0.00	656,462.08			601,859.18	54,602.90
-Construction Fund	0.00	481,861.46			481,861.38	0.08
-Debt Service Fund	2,599,979.51	619,958.33		4,142.04		3,224,079.88
-Subordinate Lien DS Fund	7,764.50			14.01		7,778.51
-TxDOT Grant Fund	2,095,804.57	1,026,703.33		3,781.50	3,126,289.40	0.00
-Renewal and Replacement	533,321.50			962.28	500,000.00	34,283.78
-Revenue Fund	723,997.59	1,182,291.17		1,077.99	1,132,320.33	775,046.42
-General Fund	6,087,830.50	112,362.00		10,635.72		6,210,828.22
-Debt Service Reserve Fund	9,393.65			16.95		9,410.60
	12,058,091.82	4,479,638.37	0.00	21,757.82	5,842,330.29	10,717,157.72
<b>Money Market Fund-payroll</b>	1,970.81	99,000.00		10.54	98,733.69	2,247.66
<b>Amount in Fed Agencies</b>						
Amortized Principal	0.00	1,508,070.00	0.00	383.75		1,508,070.00
Accrued Interest	0.00	1,508,070.00	0.00	383.75	0.00	1,508,453.75
<b>Total in Pools</b>	53,441,112.06	2,099,586.07	0.00	102,859.40	2,748,026.87	52,895,530.66
<b>Total in Money Market</b>	12,060,062.63	4,578,638.37	0.00	21,768.36	5,941,063.98	10,719,405.38
<b>Total in Fed Agencies</b>	0.00	1,508,070.00	0.00	383.75	0.00	1,508,453.75
<b>Total Invested</b>	65,501,174.69	8,186,294.44	0.00	125,011.51	8,689,090.85	65,123,389.79

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

William Chapman, CFO







## Monthly Newsletter - May 2008

### Performance

#### As of May 31, 2008

Current Invested Balance	\$5,893,819,751.64
Weighted Average Maturity (1)	30 Days
Weighted Average Maturity (2)	88 Days
Net Asset Value	1.000013
Total Number of Participants	627
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$11,799,324.16
Management Fee Collected	\$260,343.35
% of Portfolio Invested Beyond 1 Year	5.71%
Standard & Poor's Current Rating	AAAm

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

#### May Averages

Average Invested Balance	\$6,125,078,489.46
Average Monthly Yield, on a simple basis	2.2194%
Average Weighted Average Maturity (1)*	28 Days
Average Weighted Average Maturity (2)*	87 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.

### New Participants

We would like to welcome the following entities who joined the TexSTAR program in May 2008:

- ★ City of Dublin
- ★ Stafford MSD

- ★ City of Canadian
- ★ McLennan Co 911 Emergency Assistance District

### Holiday Reminder

Please note that in observance of the Fourth of July holiday, **TexSTAR will be closed on Friday, July 4, 2008.** Notification of any early transaction deadlines on the day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants.

### Economic Commentary

Recent economic data indicate continued weakness in labor and housing, and real consumer spending remains anemic due to inflation. However, with the economy expanding 0.9% in the first quarter, and with the fiscal stimulus rebates boosting growth in both the second and third quarters, an outright contraction in economic growth seems to have been avoided. The unemployment rate also edged down to 5.0% from 5.1%. However, jobless claims continue to rise. Housing data was mixed. Both new home sales and housing starts rebounded in April, but their trends are still sharply down. Home prices are falling at an accelerating pace, and with inventories elevated, they will remain under severe pressure in the near term. Delinquencies for consumer loans and credit cards are rising measurably, and will result in further credit tightening.

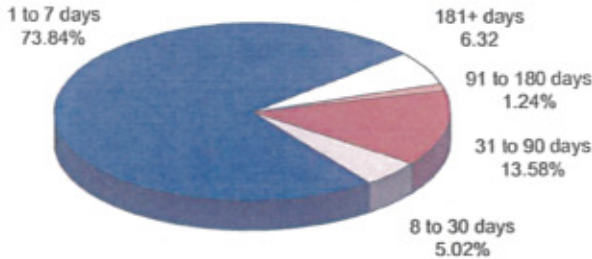
Core inflation remained well-behaved and headline inflation is highly elevated. Oil prices continue to mark new highs, putting intense focus on the potential risks of energy to greater inflation and less growth. Treasury yields continued to increase in May. The curve remained steep as the spread between two-year and five-year Treasury notes ended the month slightly wider than the previous month at +78 bps. Two-year yields ended up 39 bps at 2.64%, and five-year yields ended up 41 bps at 3.41%.

The Fed is expected to keep monetary policy on hold. The current second quarter GDP estimate stands at 1.5%, with energy prices remaining the primary source of uncertainty. However, the fiscal stimulus rebate checks are already helping the economy and are key to the second and third quarter outlook. In addition, the effects of monetary stimulus, extremely lean inventories, and strong trade will remain crucial supports for continued economic expansion. Importantly, over the second half of 2008, expect a gradual turnaround in business retrenchment that will be manifest most tellingly in employment data.

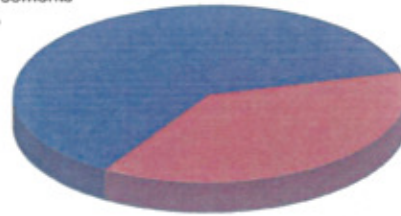
*For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).*

## Information at a Glance

### Portfolio by Type of Investment As of May 31, 2008

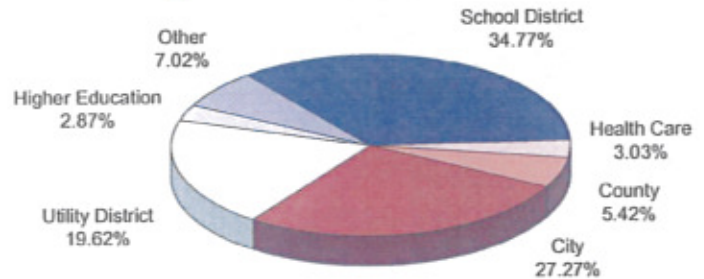


Repurchase Agreements  
62.46%



Agencies  
37.54%

### Portfolio by Maturity As of May 31, 2008



### Distribution of Participants by Type As of May 31, 2008

## Performance

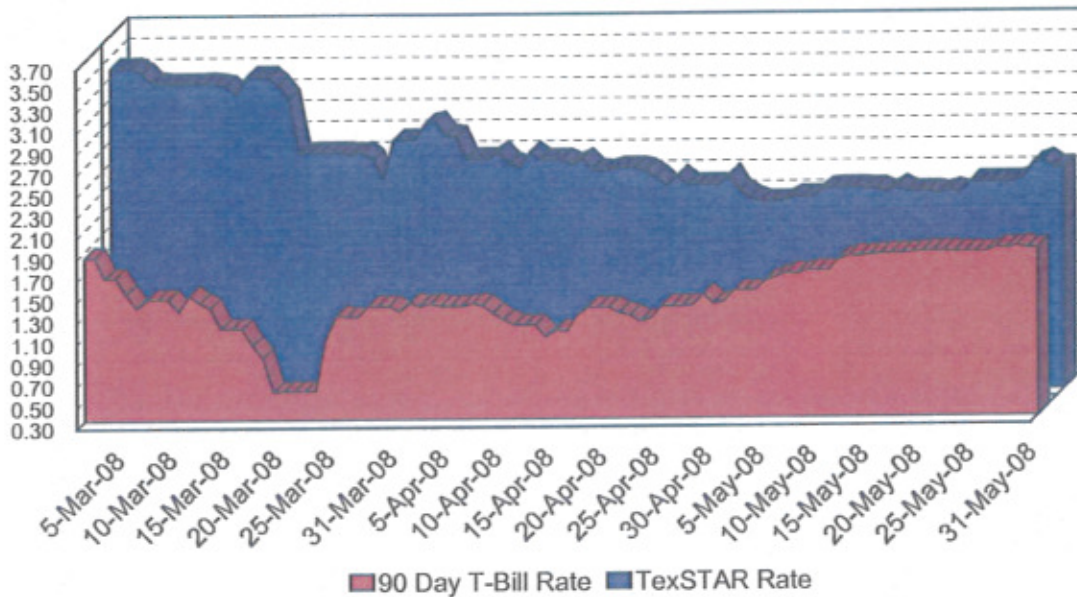
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
May 08	2.2194%	\$ 5,893,819,751.64	\$ 5,893,907,633.72	1.000013	28	87	627
Apr 08	2.4396%	6,349,528,618.20	6,349,341,491.76	0.999970	21	82	623
Mar 08	2.9807%	6,635,062,776.30	6,636,736,509.65	1.000252	17	82	616
Feb 08	3.4224%	6,294,186,095.49	6,296,863,425.91	1.000401	17	82	609
Jan 08	4.2033%	5,919,661,192.90	5,923,891,294.00	1.000714	22	80	603
Dec 07	4.5430%	5,180,414,831.71	5,181,584,153.60	1.000202	21	79	594
Nov 07	4.6975%	4,999,671,312.52	5,000,767,637.47	1.000190	18	79	591
Oct 07	4.9007%	4,793,406,663.48	4,794,712,410.18	1.000272	19	84	584
Sep 07	5.1175%	5,101,146,389.66	5,102,374,857.54	1.000240	20	78	573
Aug 07	5.2540%	5,117,776,256.51	5,118,532,127.32	1.000118	16	42	567
Jul 07	5.2829%	5,037,425,646.08	5,037,616,062.72	1.000037	18	22	554
Jun 07	5.2883%	4,850,271,396.79	4,850,377,392.01	1.000014	18	25	543
May 07	5.2613%	4,809,313,042.18	4,809,314,578.92	1.000000	11	20	531

## Portfolio Asset Summary as of May 31, 2008

	Book Value	Market Value
Uninvested Balance	\$ (15,896.14)	\$ (15,896.14)
Accrual of Interest Income	11,340,132.46	11,340,132.46
Interest and Management Fees Payable	(11,827,231.60)	(11,827,231.60)
Receivable for Investment Sold	25,015,750.00	25,015,750.00
Repurchase Agreements	3,666,426,000.00	3,666,426,000.00
Government Securities	2,202,880,996.92	2,202,968,879.00
<b>Total</b>	<b>\$ 5,893,819,751.64</b>	<b>\$ 5,893,907,633.72</b>

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

## TexSTAR versus 90-Day Treasury Bill



## Daily Summary for May 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-May-08	2.1230%	0.0000581640	6,359,396,782.11	0.999975	26	85
2-May-08	2.0917%	0.0000573070	6,330,034,666.21	0.999989	25	85
3-May-08	2.0917%	0.0000573070	6,330,034,666.21	0.999975	25	85
4-May-08	2.0917%	0.0000573070	6,330,034,666.21	0.999989	25	85
5-May-08	2.1383%	0.0000585830	6,206,213,203.46	0.999999	27	89
6-May-08	2.1374%	0.0000585600	6,230,665,565.44	0.999996	28	90
7-May-08	2.1359%	0.0000585190	6,192,750,898.38	0.999987	28	90
8-May-08	2.2128%	0.0000606250	6,229,272,323.37	1.000033	26	88
9-May-08	2.2204%	0.0000608340	6,213,937,957.44	1.000012	26	87
10-May-08	2.2204%	0.0000608340	6,213,937,957.44	1.000012	26	87
11-May-08	2.2204%	0.0000608340	6,213,937,957.44	1.000012	26	87
12-May-08	2.2097%	0.0000605410	6,195,663,991.99	0.999966	26	87
13-May-08	2.2092%	0.0000605250	6,149,780,261.21	0.999953	27	89
14-May-08	2.1734%	0.0000595460	6,145,393,188.64	0.999990	27	89
15-May-08	2.2233%	0.0000609110	6,074,403,437.49	1.000020	26	87
16-May-08	2.1780%	0.0000596710	6,135,117,740.51	1.000025	27	83
17-May-08	2.1780%	0.0000596710	6,135,117,740.51	1.000025	27	83
18-May-08	2.1780%	0.0000596710	6,135,117,740.51	1.000025	27	83
19-May-08	2.1559%	0.0000590660	6,169,835,110.25	1.000020	26	83
20-May-08	2.1880%	0.0000599460	6,153,405,938.62	1.000071	31	88
21-May-08	2.1608%	0.0000592000	6,171,915,945.93	1.000078	31	87
22-May-08	2.2611%	0.0000619490	6,015,829,075.92	1.000017	32	89
23-May-08	2.2618%	0.0000619660	5,949,413,131.47	1.000006	33	90
24-May-08	2.2618%	0.0000619660	5,949,413,131.47	1.000006	33	90
25-May-08	2.2618%	0.0000619660	5,949,413,131.47	1.000006	33	90
26-May-08	2.2618%	0.0000619660	5,949,413,131.47	1.000006	33	90
27-May-08	2.2898%	0.0000627330	6,017,143,692.11	0.999984	32	89
28-May-08	2.4254%	0.0000664480	6,041,815,443.81	0.999966	32	88
29-May-08	2.4575%	0.0000673290	5,931,502,946.03	0.999942	32	89
30-May-08	2.3920%	0.0000655330	5,893,819,751.64	1.000013	30	88
31-May-08	2.3920%	0.0000655330	5,893,819,751.64	1.000013	30	88
Average	2.2194%	0.000060807	6,125,078,489.46		28	87

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201



### **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>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Scott Christensen</i>	<i>Reid Road MUD No. 1</i>	<i>Advisory Board</i>
<i>Ramiro Flores</i>	<i>Harlingen CISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs &amp; Santow</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)

 **First Southwest Asset Management**

 **JPMorganChase**