CENTRAL TEXAS
Regional Mobility Authority

Regular Meeting of the Board of Directors

9:00 a.m
Wednesday, October 29, 2014

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

AGENDA

No action on the following:

1. Welcome and opening remarks by the Chairman and members of the Board of Directors.
2. Presentation of the Lowell H. Lebermann, Jr., Boardroom Plaque
3. Opportunity for public comment – See ***Notes*** at the end of this agenda.

Recess the Board Meeting and Convene the Audit Committee Meeting

A. Audit Committee meeting called to order by Committee Chairman Bennett

B. Introduction of external auditors from PMB Helin Donovan, LLP.

C. Discuss, consider, and take appropriate action to accept the Fiscal Year 2014 Audit Reports.

D. Adjourn Audit Committee.

Reconvene Board Meeting

Consent Agenda

The Consent Agenda includes routine or recurring items for Board action with a single vote. The Chairman or a Board Member may defer any Consent Agenda item for separate consideration under the Regular Agenda.

4. Approve an amendment to existing work authorizations and authorize future work authorizations under the contract with CDM Smith Inc. for traffic and revenue studies on Mobility Authority toll projects.

5. Approve an amendment to the advance funding agreement with the Texas Department of Transportation for a pilot program using real-time ridesharing technology.

6. Approve a contract and work authorization with Rodriguez Transportation Group, Inc., for professional engineering design services for the SH 45 SW Project.

Regular Items

Items for the Board to discuss, consider, and take appropriate action.

7. Approve the minutes for the July 30, 2014, Regular Board Meeting.

8. Approve the minutes for the September 24, 2014, Regular Board Meeting.

9. Approve the financial statements for September 2014.

10. Report the automatic toll rate escalation percentage to become effective January 1, 2015, and, if desired, approve a modified toll rate escalation percentage effective January 1, 2015.

11. Award a contract for marketing services for the MoPac Express Lanes information campaign.

12. Amend the Policy Code to recognize local presence as a consideration in certain procurements.

Executive Session

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

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

13. Discuss legal issues related to legislation proposed to the 84th Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation With Attorney).

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

Reconvene in Open Session.

Regular Items

Items for the Board to discuss, consider, and take appropriate action.

15. Approve a legislative program for issues and proposals affecting the Mobility Authority in the 84th Texas Legislature.

16. Approve a proposed settlement agreement in *Central Texas Regional Mobility Authority and the State of Texas v. Frederic Clarke Morse, III, et al.*, Cause No. C-1-CV-11-003526, to acquire by eminent domain Parcels 8 and 8E of the Manor Expressway Toll Project, consisting of a 2.175 acre tract in fee simple and a 0.18 acre drainage easement, located at the southeast corner of the intersection of US Highway 290 and US 183 in Travis County.

Briefings and Reports

Items for briefing and discussion, but no action to be taken by the Board.

17. Quarterly briefing on the MoPac Improvement Project.

18. Quarterly briefing on the following projects:

    A. Maha Loop/Elroy Road

    B. 183/183A Intersection

    C. Bergstrom Expressway

    D. SH 71 Express

E. SH 45 SW

F. Oak Hill Parkway

G. MoPac South

H. MoPac Intersections

I. 183 North

19. Executive Director's report.

A. Project Updates.

B. Operations Update.

20. Adjourn Meeting.

Notes

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

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

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

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

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

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #1 SUMMARY

Welcome, Opening Remarks and Board Member Comments.

Welcome, Opening Remarks and Board Member Comments

Board Action Required: No

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #2 SUMMARY

Presentation of the Lowell H. Lebermann, Jr., Boardroom Plaque

Presentation of the Lowell H. Lebermann, Jr., Boardroom Plaque

Board Action: No

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #3 SUMMARY

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

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

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

Board Action: No

Central Texas Regional Mobility Authority

AUDIT COMMITTEE AGENDA ITEM SUMMARY

Committee Agenda Item C

Accept the Independent Audit Reports by PMB Helin Donovan, LLP, for the Fiscal Year Ending June 30, 2014.

Department: Finance

Associated Costs: None

Funding Source: None

Committee Action Required: YES (under Committee Agenda Item C)

Description of Matter:

Each year the Mobility Authority engages an independent CPA firm to conduct the Authority's required annual audit and single audit. PMB Helin Donovan has completed the annual audit for FY 2014 and will present those reports to the Audit Committee.

The draft resolution accepts the annual audit for FY2014.

Attached documentation for reference:

Draft Resolution to accept FY 2014 Audit Reports

Draft Board Report, Audited Financial Statements with Management Discussion and Analysis; Single Audit Report (Signed Audits will be available at the Board Meeting without changes to the attached).

Contact for further information:

Bill Chapman, Chief Financial Officer

Cindy Demers, Controller

MEETING OF THE AUDIT COMMITTEE
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 14-???

ACCEPT THE INDEPENDENT AUDIT REPORTS BY PMB HELIN DONOVAN, LLP, FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

WHEREAS, by Resolution No. 09-50 enacted July 31, 2009, the Board of Directors established the Audit Committee as a standing committee of the Board of Directors, consisting of all of the members of the Board of Directors; and

WHEREAS, under Resolution No. 09-50 and Section 101.036 of the Mobility Authority Policy Code, the Audit Committee is authorized to exercise all powers and authority of the Board of Directors with respect to Mobility Authority finances, and accordingly acts as, and on behalf of, the Board of Directors with respect to the matters addressed by this resolution; and

WHEREAS, the firm of PMB Helin Donovan, LLP has been engaged to provide an independent audit of the finances of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2014, and has presented that audit to the Audit Committee; and

WHEREAS, the Audit Committee has reviewed the "Single Audit Report" and the "Financial Statements, Supplemental Schedule, and Management Discussion and Analysis" prepared by PMB Helin Donovan, LLP, attached respectively as Exhibits 1 and 2 to this Resolution, and has heard and considered the presentation on the audit by PMB Helin Donovan, LLP.

NOW THEREFORE, BE IT RESOLVED, that the Audit Committee accepts the attached independent audits of the Central Texas Regional Mobility Authority for the fiscal year ending on June 30, 2014; and

BE IT FURTHER RESOLVED that this resolution constitutes approval by the Audit Committee of the investment reports required by 43 *Texas Administrative Code* Rule §26.61.

Adopted by the Audit Committee of the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

_____
Andrew Martin, General Counsel
Central Texas Regional Mobility Authority

Approved:

_____
Robert Bennett, Chairman, Audit Committee
Central Texas Regional Mobility Authority
Audit Committee Resolution: 14-???
Date Passed: 10/29/14

EXHIBIT 1 TO

AUDIT COMMITTEE RESOLUTION 14-???

SINGLE AUDIT REPORT

Central Texas Regional Mobility Authority

Single Audit Report
For the Year Ended June 30, 2014

PMB Helin Donovan
CERTIFIED PUBLIC ACCOUNTANTS

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit Of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Central Texas Regional Mobility Authority:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Central Texas Regional Mobility Authority (the "Authority"), which comprise the statement of net assets, the related statements of revenues, expenses and changes in net assets and cash flows, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated October 21, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PMB HELIN DONOVAN, LLP

DRAFT

October 21, 2014

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report on Compliance for Each Major Program Report on Internal Control over Compliance Required By OMB Circular A-133 and Schedule of Expenditures of Federal-Awards

To the Board of Directors
Central Texas Regional Mobility Authority:

Report on Compliance for Each Major Federal Program

We have audited Central Texas Regional Mobility Authority's (Authority) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Authority's major federal programs for the year ended June 30, 2014. Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors Responsibility

Our responsibility is to express an opinion on compliance for each of Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Report on Internal Control over Compliance

Management of Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Authority's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the Authority, which comprise the statement of net assets, the related statements of revenues, expenses and changes in net assets and cash flows, as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We issued our report thereon dated October 21, 2014, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

PMB HELIN DONOVAN, LLP

DRAFT

October 21, 2014
Austin, Texas

Central Texas Regional Mobility Authority
Schedule of Expenditures of Federal Awards
June 30, 2014

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	CFDA	Grant Award Number	Federal Expenditures
Highway Planning and Construction Cluster			
U.S. Department of Transportation			
Pass Through from Texas Department of Transportation			
Highway Planning and Construction	20.205	CSJ 0114-02-053	$ 71,318,645
Highway Planning and Construction	20.205	CSJ 3136-01-107	37,912,724
Highway Planning and Construction	20.205	CSJ 0914-00-348	178,391
Highway Planning and Construction	20.205	CSJ 3136-01-015	832,762
Highway Planning and Construction	20.205	CSJ 3136-01-176	2,655,430
Highway Planning and Construction	20.205	CSJ 0151-05-100; 0151-05-101; 0151-05-102	2,131,354
Highway Planning and Construction	20.205	CSJ 0151-09-036; 0151-09-127; 0265-01-080; 0151-09-130; 0151-09-036	3,599,716
Highway Planning and Construction	20.205	CSJ 0700-03-077; 0113-08-060	352,976
Highway Planning and Construction	20.205	CSJ 0914-00-358; 0914-00-361	1,359,282
Highway Research and Development	20.200	CSJ 0914-00-373	379,714
Total Federal Expenditures			$ 120,720,994

See accompanying notes to the schedule of expenditures of federal awards.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2014

(1) Summary of Significant Accounting Policies

(a) Reporting Entity

The Schedule of Expenditures of Federal Awards (the "Schedule") includes the activity of all federal loan programs administered by Central Texas Regional Mobility Authority (the "Authority"). The Authority's organization is defined in Note 1 of the Authority's basic financial statements.

(b) Basis of Presentation

The Schedule presents total federal awards expended for each individual program in accordance with the OMB A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

(c) Basis of Accounting

The expenditures for each of the federal financial assistance programs are presented on the accrual basis of accounting, which is defined in Note 1 of the Authority's basic financial statements.

(2) Relationship to Federal Financial Reports

The amounts reported in the financial reports agree with the amounts reported in the accompanying Schedule which is prepared on the basis explained in Note 1 of the Authority's financial statements.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014

Section I - Summary of Auditors' Results

A Financial Statements

Type of auditors' report issued:	**Unqualified opinion**
Internal control over financial reporting:	
• Material weakness(es) identified?	**No**
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	**None reported**
Noncompliance material to financial statements noted?	**No**

B. Federal Awards

Internal control over compliance:	
• Material weakness(es) identified?	**No**
• Significant deficiency(ies) identified that are not considered to be material weaknesses?	**None reported**
Type of auditors' report issued on compliance for major programs:	**Unqualified**
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	**No**

Identification of major federal programs:

CFDA Number	**Name of Federal Program or Cluster**
Cluster	Highway Planning and Construction Cluster

Dollar threshold used to distinguish programs:	**$3,651,266**
Auditee qualified as low-risk auditee:	**Yes**

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Schedule of Findings and Questioned Costs
Year Ended June 30, 2014

Section II - Financial Statement Findings

None reported

Section III – Federal Award Findings and Questioned Costs

None reported

Section IV – Summary Schedule of Prior Audit Findings

None reported

EXHIBIT 2 TO

AUDIT COMMITTEE RESOLUTION 14-???

FINANCIAL STATEMENTS, SUPPLEMENTAL SCHEDULE, AND MANAGEMENT DISCUSSION AND ANALYSIS

Central Texas Regional Mobility Authority

Financial Statements, Supplemental Schedule, and Management Discussion and Analysis
As of and for the Years Ended
June 30, 2014 and 2013

PMB Helin Donovan
CERTIFIED PUBLIC ACCOUNTANTS

Central Texas Regional Mobility Authority

Financial Statements, Supplemental Schedule, and
Management Discussion and Analysis
June 30, 2014 and 2013

Central Texas Regional Mobility Authority
Management's Discussion and Analysis
Years Ended June 30, 2014 and 2013

This section of the Central Texas Regional Mobility Authority (the "Authority") financial report presents our discussion and analysis of the Authority's financial performance during the fiscal year that ended June 30, 2014. Please read it in conjunction with the Authority's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

- The Authority restated its 2012 financial statements to be in compliance with the recent accounting pronouncement of Governmental Accounting Standards Board ("GASB") Statement No. 65, "Items Previously Reported as Assets and Liabilities".
- GASB Statement No. 65 established updated guidance for debt issuance costs and indicated that debt issuance costs, except any portion related to prepaid insurance costs, are required be recognized as an expense in the period incurred. This lead to a $10 million adjustment to the Authority's 2012 asset and net asset balance.
- The Authority issued Series 2013A Senior Lien Revenue Refunding Bonds, Series 2013B Senior lien Revenue Refunding Put Bonds, and Series 2013 Subordinate Lien Revenue Refunding Bonds, collectively called the Series 2013 Obligations, on May 16, 2013.
- The 2013 Obligations were used to refund the Series 2005 Senior Lien Revenue Bonds, the 2005 TIFIA Bond and the Series 2010 Subordinate Lien BABs.
- The remaining Bonds payable balances are related to the Series 2010, 2011, and 2013 Obligations and have a combined outstanding balance of $774.5 million as of June 30, 2014.
- Total construction in progress was approximately $70.4 million, and $301.7 million as of June 30, 2014 and, 2013 respectively. Construction in progress decreased by $231.2 million from 2013 to 2014 in part due to completion of construction contracts and movement of completed construction into property, toll road and equipment.
- Total Investments decreased by $54.8 million from 2013 to 2014. Restricted investments decreased by $51.5 million and unrestricted investments decreased by $3.2 million. The overall decrease in investments was largely due to a reduction in the U.S. Government Agency Securities and the TexSTAR Investment Pool as well as, the use of funds for ongoing construction projects.
- Total operating expenses were approximately $27.3 million and $24.8 million in 2014 and 2013, respectively.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of four parts: management's discussion and analysis (this section), the basic financial statements, the notes to the financial statements, and the supplemental schedule.

The financial statements provide both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The Authority's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the statements of revenues, expenses, and changes in net assets. All assets and liabilities associated with the operation of the Authority are included in the statements of net assets.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net Assets

The Authority's total net assets were approximately $287 million, $172 million, and $94 million, as of June 30, 2014, 2013, and 2012, respectively (See Table A-1). In 2014, total assets increased 13.3% to $1,131.5 million and total liabilities increased 2.14% to $844.2 million resulting in an increase of 67.3% in total net assets. The increase in total net assets of $115.5 million is the result of 2014 operating income of $111 million and contributed capital of $4.5 million.

Table A-1
Net Assets
(in thousands of dollars)

	2014	2013	2012 as restated
Current assets	$ 10,167	$ 37,096	$ 19,025
Restricted assets	269,608	237,413	307,840
Capital assets	846,633	718,495	577,833
Bond issuance cost	5,142	5,338	4,842
Total assets	$ 1,131,550	$ 998,342	$ 909,540
Total liabilities	$ 844,282	$ 826,623	$ 815,480
Net assets:			
Invested in capital assets	34,606	(93,591)	19,871
Restricted for other purposes	224,107	213,310	68,669
Unrestricted	28,555	52,000	5,520
Total net assets	287,268	171,719	94,060
Total liabilities and net assets	$ 1,131,550	$ 998,342	$ 909,540

Changes in Net Assets

Changes in net assets as of June 30, 2014 and 2013 were approximately $111 million and $77.6 million, respectively. Total net assets increased from 2013 and 2012 by 67.29% and 82.56%, respectively. The Authority's total revenues for the year ended June 30, 2014 were $156 million, an increase of 25% from 2013, and total expenses were $44.9 million. See Table A-2.

Table A-2
Changes in Net Assets
(in thousands of dollars)

	2014	2013	2012 as restated
Revenues:			
Toll revenue	$39,968	$32,160	$23,604
Grants and contributions	113,154	92,205	28,424
Other revenue	2,907	456	210
Total revenues	156,029	124,821	52,238
Expenses:			
Administration	41,668	44,124	36,174
Professional services	3,324	3,036	2,256
Total expenses	44,992	47,160	38,430
Change in net assets	111,037	77,659	13,808
Total net assets, beginning of the year	171,719	94,060	80,252
Contributed capital	4,512	-	-
Total net assets, end of the year	$287,268	$171,719	$94,060

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2014, 2013 and 2012 the Authority had invested approximately $70.4 million, $301.7 million, and $364.9 million, respectively, in construction-in-progress, including engineering fees and preliminary costs such as funding, consulting, environmental, legal, and traffic analysis fees. See Table A-3.

Table A-3
Capital Assets
(net of depreciation, in thousands of dollars)

	2014	2013	2012 as restated
Property and equipment	$ 11,174	$ 9,712	$ 9,726
Toll Road	811,413	439,807	241,474
Accumulated depreciation	(60,289)	(47,648)	(38,220)
Construction work in progress	70,459	301,720	364,853
Net capital assets	$832,757	$703,591	$577,833

Long-Term Debt

The Authority issued its Series 2005 Senior Lien Revenue Bonds and Series 2005 Subordinate Lien Revenue Bond Anticipation Notes (Series 2005 Subordinate Lien BANs) on March 2, 2005, collectively called the Series 2005 Obligations. The Series 2005 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2005 CIBs) and in part as Convertible Capital Appreciation Bonds (Series 2005 Convertible CABs).

The proceeds from the Series 2005 Obligations were used to: i) finance a portion of the costs of planning, designing, engineering, developing, and constructing the interim phase of the 183-A Turnpike Project, ii) pay a portion of the costs of studying, evaluating, and designing additional turnpike projects within the Authority's jurisdiction, iii) pay capitalized interest with respect to the Series 2005 Obligations, iv) fund a debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds, v) provide working capital to the Authority, and vi) pay the issuance costs of the Series 2005 Obligations.

The Series 2005 CIBs and Series 2005 Convertible CABs were refunded and defeased in whole by the Authority on May 16, 2013 with portion of the proceeds of the Series 2013A Senior Lien Revenue Refunding Bonds and the Series 2013B Senior Lien Revenue Refunding Put Bonds, and other lawfully available funds of the Authority.

The U.S. Department of Transportation agreed to lend the Authority up to $66 million (2005 TIFIA Bond) to pay or reimburse a portion of the costs of the 2005 Project, including any refinancing of the Series 2005 Subordinate Lien BANs, under a secured loan agreement between the Authority and the U.S. Department of Transportation.

On January 1, 2008, the Authority borrowed the entire balance of the $66 million 2005 TIFIA Bond to pay down the Series 2005 Subordinate Lien BANS in full. Interest on the 2005 TIFIA Bond accrued at an annual rate of 4.69% with interest payable each January 1 and July 1, commencing January 1, 2012, with a maturity date of January 1, 2042.

The 2005 TIFIA Bond was refunded and prepaid in whole by the Authority on June 5, 2013 with a portion of the proceeds of the Series 2013A Senior Lien Revenue Refunding Bonds and the Series 2013 Subordinate Lien Revenue Refunding Bonds, issued by the Authority on May 16, 2013, and other lawfully available funds of the Authority.

The Authority issued its Series 2010 Senior Lien Revenue Bonds and Taxable Series 2010 Subordinate Lien Revenue Bonds (Build America Bonds – Direct Subsidy) (Series 2010 Subordinate Lien Bonds) on March 1, 2010, collectively called the Series 2010 Obligations. The Series 2010 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2010 CIBs) and in part as Capital Appreciation Bonds (Series 2010 CABs).

On August 1, 2010, the Authority issued its Revenue Notes, Taxable Series 2010 (Build America Bonds – Direct Subsidy) in an aggregate principal amount of $60 million (Series 2010 Notes). The proceeds were used to: (i) pay a portion of the Costs of the 290 East Project, and (ii) pay certain issuance costs of the Series 2010 Notes. The Series 2010 Notes were redeemed in full from proceeds of the Series 2011 Senior Lien Revenue Bonds issued by the Authority in 2011, as described below.

The proceeds from the Series 2010 Obligations were used to: to (i) finance a portion of the costs of the 183A Phase II Project, (ii) currently refund and redeem, in whole, the Authority's outstanding Revenue Notes, Taxable Series 2009, (iii) pay capitalized interest with respect to the Series 2010 Obligations, (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and the Subordinate Lien Debt Service Reserve Fund, and (v) pay certain issuance costs of the Series 2010 Obligations.

The Series 2010 Subordinate Lien BABs were refunded and redeemed in whole by the Authority on June 5, 2013 with a portion of the proceeds of the Series 2013 Subordinate Lien Revenue Refunding Bonds issued by the Authority on May 16, 2013, and other lawfully available funds of the Authority.

The Authority issued its Series 2011 Senior Lien Revenue Bonds and Series 2011 Subordinate Lien Revenue Bonds on June 29, 2011, collectively called the Series 2011 Obligations. The Series 2011 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2011 CIBs) and in part as Capital Appreciation Bonds (Series 2011 CABs).

A portion of the proceeds from the Series 2011 Obligations was used to (i) prepay the SIB Loan in full, (ii) redeem the Series 2010 Notes in whole, (iii) pay capitalized interest with respect to the Series 2011 Obligations, (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and the Subordinate Lien Debt Service Reserve Fund and (v) pay certain issuance costs of the Series 2011 Obligations. The remaining proceeds of the Series 2011 Obligations will be used to finance a portion of the costs of the Manor Expressway Phase II Project and as otherwise authorized in the Indenture.

In December 2011, the Authority entered into a Secured Loan Agreement with a bank for a secured draw down note facility in an aggregate amount up to $5 million (Draw Down Note). The Draw Down Note bears interest at the one-month LIBOR rate plus 2.85%. The Draw Down Note matures on December 15, 2015 and requires monthly interest payments on outstanding balances. Certain funds of the Authority are collateral for the Draw Down Note.

Proceeds from the Draw Down Note are to be used to pay (i) expenses of studying the cost, design, engineering, and feasibility of transportation projects, (ii) expenses associated with securing the Draw Down Note, and (iii) the reimbursement to the Authority of costs attributable to certain preliminary cost and feasibility and other expenses relating to the preparation of financing of the transportation projects incurred prior to the execution of the Draw Down Note.

The Authority issued its Series 2013A Senior Lien Revenue Refunding Bonds (Series 2013A Senior Lien Bonds), Series 2013B Senior Lien Revenue Refunding Put Bonds (Series 2013B Senior Lien Put Bonds), and Series 2013 Subordinate Lien Revenue Refunding Bonds (Series 2013 Subordinate Lien Bonds), collectively called the Series 2013 Obligations, on May 16, 2013.

The proceeds from the Series 2013 Obligations were used to (i) refund the Series 2005 Senior Lien Revenue Bonds, the 2005 TIFIA Bond, and the Series 2010 Subordinate Lien BABs, (ii) make a deposit to the Subordinate Lien Debt Service Reserve Fund, and (iii) pay certain issuance costs of the Series 2013 Obligations.

On June 27, 2013, the Authority entered into a Secured Loan Agreement with a Bank (2013 Note) for an aggregate principal amount not to exceed $5,300,000 (Loan). The Loan bears interest at 2.25% per annum and matures on January 1, 2019. The Loan requires semiannual interest payments on the outstanding balance. Certain funds of the Authority are collateral for the Loan.

Proceeds from the Loan are to be used to pay (i) expenses of studying the cost, design, engineering, and feasibility of transportation projects, (ii) expenses associated with securing the Loan, and (iii) the reimbursement to the Authority of costs attributable to certain preliminary cost and feasibility of the Mopac project and other expenses relating to the preparation of financing of the transportation projects incurred prior to the execution of the Loan.

As of June 30, 2014, the Authority had total debt outstanding of approximately $783 million. See Table A-4.

Table A-4
Total Debt
(in thousands of dollars)

	2014	2013	2012 as restated
Bonds:			
Capital Appreciation Bonds	$ 98,141	$ 100,423	$ 61,332
Current Interest Bonds	676,361	678,373	619,791
TIFIA Bond	-	-	77,656
Total bonds	774,502	778,796	758,779
Other debt:			
2013 Note	5,300	5,300	-
Draw Down Note	3,050	1,975	400
Total other debt	8,350	7,275	400
Net Debt Outstanding	$ 782,852	$ 786,071	$ 759,179

The total debt obligations include current portion of the obligations of $3,475,000, $1,350,000 and $2,870,000 for 2014, 2013 and 2012 respectively.

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Central Texas Regional Mobility Authority, 3300 N. IH 35, Suite 300, Austin, 78705.

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report

Members of the Central Texas Regional Mobility Authority:

Report on the Financial Statements

We have audited the accompanying financial statements of Central Texas Regional Mobility Authority (the "Authority"), which comprise the statements of net assets as of June 30, 2014 and 2013, and the related statements of revenues, expenses and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Central Texas Regional Mobility Authority as of June 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

PMB Helin Donovan
CONSULTANTS & CERTIFIED PUBLIC ACCOUNTANTS

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion on pages 1 to 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Indenture Cash Flow and Debt Service Coverage on page 33 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

PMB Helin Donovan, LLP

DRAFT

Austin, TX
October 21, 2014

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Statements of Net Assets
June 30, 2014 and 2013

	2014	2013
Assets:		
Current assets:		
Cash and cash equivalents (note 2)	$ 618,907	$ 827,616
Investments (note 2)	5,060,036	8,345,711
Due from other agencies (note 12)	4,310,799	27,654,822
Accrued interest receivable	114,013	216,923
Prepaid expenses and other assets	63,245	50,878
Total current assets	10,167,000	37,095,950
Restricted assets:		
Cash and cash equivalents (note 2)	208,964,784	125,217,295
Investments (note 2)	60,643,144	112,195,570
Total restricted assets	269,607,928	237,412,865
Property, toll roads and equipment, net (note 3)	762,298,603	401,870,275
Construction work in progress (note 3)	70,458,662	301,720,870
Deferred inflow of resources (note 6)	13,875,826	14,903,935
Bond issuance costs, net	5,141,990	5,337,706
Total assets	$ 1,131,550,009	$ 998,341,601
Liabilities:		
Current liabilities:		
Accounts payable	$ 25,477,979	$ 12,219,671
Accrued interest payable	19,924,481	16,489,704
Due to other agencies	462,291	465,504
Accrued expenses	266,028	265,875
Bonds payable - 2013 Series - current portion	3,475,000	1,350,000
Total current liabilities	49,605,779	30,790,754
Noncurrent liabilities:		
Draw Down Note (note 4)	3,049,820	1,974,569
Bonds payable - 2010 Series (note 4)	94,832,879	95,011,738
Bonds payable - 2011 Series (note 4)	370,465,676	370,226,319
Bonds payable - 2013 Series (note 4)	305,729,101	312,208,620
2013 Note (note 4)	5,300,000	5,300,000
Total long term debt	779,377,476	784,721,246
Accumulated accretion on capital appreciation bonds (note 4)	15,298,403	11,110,405
Total liabilities	844,281,658	826,622,405
Net assets:		
Invested in capital assets, net of related debt	34,606,386	(93,590,506)
Restricted for other purposes	224,106,925	213,309,817
Unrestricted	28,555,040	51,999,885
Total net assets	287,268,351	171,719,196
Total liabilities and net assets	$ 1,131,550,009	$ 998,341,601

See accompanying notes to financial statements

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Statements of Revenues, Expenses, and Changes in Net Asset
For the years ended June 30, 2014 and 2013

	2014	2013
Operating Revenues		
Tolls	$ 39,968,131	$ 32,159,157
Grants and contributions	113,154,143	92,205,336
Other	2,907,434	455,792
Total revenues	156,029,708	124,820,285
Operating expenses		
Salaries and wages	2,585,895	2,451,766
Other contractual services	4,532,919	3,495,639
Professional services	3,324,284	3,036,187
General and administrative	16,938,360	15,834,659
Total operating expenses	27,381,458	24,818,251
Total operating increase	128,648,250	100,002,034
Nonoperating revenues/expenses		
Interest income, net of interest capitalized (note 2	200,226	230,171
Interest expense	(17,811,535)	(22,573,480)
Change in net assets	111,036,941	77,658,725
Total adjusted net assets at beginning of the year	171,719,196	94,060,471
Contributed capital	4,512,214	-
Total net assets at end of the year	$ 287,268,351	$ 171,719,196

See accompanying notes to financial statements

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Statements of Cash Flows

For the years ended June 30, 2014 and 2013

	2014	2013
Cash flows from operating activities:		
Receipts from toll fees	$ 39,095,529	$ 31,011,717
Receipts from grants and other income	140,278,202	68,937,574
Receipts from interest income	303,136	13,248
Payments to vendors	(5,475,877)	(6,393,455)
Payments to professionals	(3,662,055)	(2,699,043)
Payments to employees	(2,575,205)	(2,447,161)
Net cash flows provided by operating activities	167,963,730	88,422,880
Cash flows from capital and related financing activities:		
Acquisitions of property and equipment	(123,791,546)	(112,473,225)
Payments on interest	(36,140,149)	(32,231,123)
Acquisitions of construction in progress	(662,476)	(10,495,498)
Payment of Series 2005 Bonds	-	(173,124,727)
Payment of Series 2010 Subordinated Lien Bonds	-	(45,000,000)
Payment of TIFIA Bond	-	(77,656,077)
Proceeds from 2013 Note	-	5,300,000
Proceeds from Issuance of 2013 Series Bonds	-	289,770,000
Proceeds from Draw Down Note	1,075,251	1,574,569
Proceeds from Travis County	15,743,655	-
Proceeds from contributed capital	4,512,214	-
Net cash flows provided by (used in) capital and related financing activities	(139,263,051)	(154,336,081)
Cash flows from investing activities:		
Purchase of investments	(62,403,406)	(54,655,334)
Proceeds from sale or maturity of investments	117,241,507	201,419,139
Net cash flows provided by investing activities	54,838,101	146,763,805
Net increase in cash and cash equivalents	83,538,780	80,850,604
Cash and cash equivalents at beginning of year	126,044,911	45,194,307
Cash and cash equivalents at end of year (including $224,106,925 for 2014 and $213,309,817 for 2013 reported in restricted assets)	$ 209,583,691	$ 126,044,911
Reconciliation of change in net assets to net cash provided by operating activities:		
Change in net assets	$ 111,036,941	$ 77,658,725
Adjustments to reconcile change in net assets to Net cash used in operating activities:		
Depreciation and amortization	12,640,430	9,482,695
Amortization of premium/discount	(442,724)	(115,332)
Interest accretion	4,187,998	496,072
Issuance cost expense	195,716	395,307
Nonoperating interest	17,811,535	32,231,123
Changes in assets and liabilities:		
Decrease in prepaid expenses and other assets	(12,367)	(25,662)
(Increase) decrease in non-cash revenue (due from other agencies)	23,340,810	(13,326,121)
(Decrease) in accounts payable	(1,822,871)	(3,464,282)
Increase in accrued expenses	153	29,064
(Decrease) in deferred revenue	-	(34,774)
(Increase) decrease in deferred inflow of resources	1,028,109	(14,903,935)
Total adjustments	56,926,789	10,764,155
Net cash flows provided by operating activities	$ 167,963,730	$ 88,422,880

See accompanying notes to financial statements.

1. Organization and Summary of Significant Accounting Policies

The financial statements of the Central Texas Regional Mobility Authority (the "Authority") have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Authority's accounting policies are described below:

A. Reporting Entity - The Central Texas Regional Mobility Authority (the "Authority") was authorized by the State of Texas in 2002. The Authority is authorized to construct, maintain, repair, and operate turnpike projects at locations authorized by the Legislature of the State of Texas and approved by the State Department of Transportation. The Authority receives its revenues from tolls, fees, grants, and rents from the operation of turnpike projects. The Authority may issue revenue bonds for the purpose of paying the costs of turnpike projects.

The Authority was formed through the joint efforts of Travis and Williamson Counties (the "Counties"). Their efforts began in September 2002, following the enactment of provisions by the 77th Texas Legislature authorizing the formation of regional mobility authorities (RMAs). The petition to form the Authority was filed by the Counties, and the Texas Transportation Commission granted approval for its formation in October 2002. The Counties appointed its initial board of directors in January 2003. Each County appointed three directors, and the Governor appointed the presiding officer. The members are appointed in belief that the composition of the board and the common interest in the region shared by all board members will result in adequate representation of all political subdivisions within the geographic area of the RMA and serve without pay for terms of two years. The Authority has full control over all operations, but must comply with certain bond indentures and trust agreements. The Authority employs an Executive Director who manages the day-to-day operations.

In evaluating how to define the Authority, for financial reporting purposes, management has determined that there are no entities over which the Authority exercises significant influence. Significant influence or accountability is based primarily on operational or financial relationships with the Authority. Since the Authority does not exercise significant influence or accountability over other entities, it has no component units.

Liquidity – During the year ending June 30, 2014, the Authority reported revenue of $156 million, and a change in net assets of approximately $111 million. Management believes that it has cash on hand, anticipated 2015 operating results, and available credit facilities that are sufficient to fund its operations through June 30, 2015.

B. Basis of Accounting - The operations of the Authority are accounted for as an enterprise fund on an accrual basis in order to recognize the flow of economic resources. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized, and all assets and liabilities associated with the operation of the Authority are included in the Statements of Net Assets. Operating expenses for the Authority include the costs of operating the turnpikes, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash Equivalents and Investments - Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. These deposits are fully collateralized or covered by federal deposit insurance.

Investments are reported at fair value. The net change in fair value of investments is recorded on the statements of revenues, expenses and changes in net assets and includes the unrealized and realized gains and losses on investments.

D. Compensated Absences - Vested or accumulated vacation leave is recorded as an expense and a liability as the benefits accrue to employees. There are no accumulating sick leave benefits that vest for which any liability must be recognized.

E. Capital Assets - Capital assets, which include property, equipment, and infrastructure assets, are reported at cost. Capital assets are defined as assets with initial, individual costs exceeding $500 to $20,000 depending on asset category. Depreciation is computed on the straight-line method over the following estimated useful lives:

Roads and bridges, 40 years
Improvements, 5-20 years
Buildings, 20-30 years
Equipment, 3-10 years

A full month’s depreciation is taken in the month an asset is placed in service. When property and equipment are disposed, the cost and accumulated depreciation are removed from the respective accounts, and the resulting gain or loss, if any, is recorded in operations.

The Authority capitalizes interest cost of restricted tax-exempt borrowings less any interest earned on temporary investment of the proceeds of those borrowings from the date of borrowing until the specified qualifying assets acquired with those borrowings are ready for their intended use.

F. Grants and Contributions - Revenues on grants and contributions include right-of-way property that is restricted to meeting the operational or capital requirements of a particular program. The Authority considers all grants and contributions to be 100% collectible.

The Authority has entered into several grant agreements with the Texas Department of Transportation (TxDOT) for construction costs using Highway Planning and Construction federal funding for transportation improvements. During the years ended June 30, 2014 and 2013, the Authority received $113,154,143 and $92,205,336, respectively, from TxDOT. The Authority defers the recognition of revenue when funds are received in advance of when the amounts are earned. As of June 30, 2014, there was no deferred grant revenue.

During the years ended June 30, 2014 and 2013, the Authority received grant revenue from contracts funded through federal and state governments. It is possible that at some time in the future these contracts could terminate, or funding could be reduced. However, the Authority does not currently expect that these contracts will be terminated or that funding will be reduced in the near future.

G. Investments - The Authority invests funds in accordance with its investment policy, bond indentures, and the Texas Public Funds Investment Act. Investments are carried at fair value. Fair value is defined as the amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. The fair value is determined typically by quoted market prices.

H. Restricted Assets - Certain proceeds of the Authority's bonds and grants, as well as certain other resources, are classified as restricted assets in the statements of net assets because they are maintained in separate investment accounts and their use is limited by applicable bond covenants and grant agreements. The Authority's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available.

I. Income Taxes - The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes. Bond obligations issued by state and local governments are tax-exempt only if the issuers pay rebate to the federal government of the earnings on the investment of the proceeds of a tax-exempt issue in excess of the yield on such obligations and any income earned on such excess.

J. Bond Premiums, Discounts, and Issuance Costs - The Authority amortizes premiums and discounts over the estimated life of the bonds as an adjustment to capitalized interest using the effective interest method. Bond issuance cost is expensed as incurred, in accordance with Governmental Accounting Standards Board ("GASB") Statement No. 65 "Items Previously Reported as Assets and Liabilities".

K. Classification of Operating and Non-operating Revenue and Expenses - The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with the codification of Government and Financial Reporting Standards which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.

L. Estimates - The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Examples of management's use of estimates and assumptions include, but are not limited to, depreciable lives and estimated residual value of property and equipment, amortization period of deferred costs, and the valuation of investments.

M. Reclassification - Certain amounts reported in previous periods have been reclassified to conform to the current year presentation.

N. Subsequent Events - The Authority evaluates events that occur subsequent to the statement of financial position date of periodic reports, but before financial statements are issued for periods ending on such dates, for possible adjustment to such financial statements or other disclosure. This evaluation generally occurs through the date at which the Authority's financial statements are issued. For the financial statements as of and for the year ending June 30, 2014, this date was October 21, 2014.

O. Recent Accounting Pronouncements - In June 2012, the Governmental Accounting Standards Board ("GASB") issued GASB Statement No. 68 "Accounting and financial reporting for pensions- an amendment of GASB statement no. 27". The statement intends to improve accounting and financial reporting by state and local governments for pensions. It also establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about pensions also are addressed. This Statement is effective for fiscal years beginning after June 15, 2014.

In November 2013 the GASB issued GASB Statement No. 71 "Pension transition for contributions made subsequent to the measurement date- an amendment of GASB Statement No. 68". The statement intends to address issue related to amounts associated with contributions, made by a state or local government employer or nonemployer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability when applying Statement 68 "Accounting and financial reporting for pensions". The provisions of this Statement are required to be applied simultaneously with the provisions of Statement 68

The Authority intends to apply GASB Statements 68 and 71 for fiscal years beginning after June 15, 2014. These statements are not expected to have a material impact on the Authority's financial position, results of operations or cash flows.

2. Cash and Investments

Deposit and investment resources are exposed to risks that have the potential to result in losses that could impact the delivery of the Authority's services. The Authority's Board has adopted an Investment Policy to set forth the factors involved in the management of investment assets for the Authority. The Authority seeks to mitigate risk by investing in compliance with the investment policy, qualifying the broker or financial institution with whom the Authority will transact, maintain sufficient collateralization, portfolio diversification, and limiting maturity.

As of June 30, 2014 and 2013, the Authority had the following investments:

Summary of Investments by Type		2014		2013
TexSTAR Investment Pool	$	11,769,105	$	24,003,529
Certificates of Deposit		5,000,000		8,000,000
U.S. Government Agency securities:				
Federal Home Loan Mortgage Corp.		48,934,074		88,537,752
Total investments	$	65,703,180	$	120,541,281
Unrestricted investments	$	5,060,036	$	8,345,711
Restricted investments		60,643,144		112,195,570
Total investments	$	65,703,180	$	120,541,281
Interest income	$	408,425	$	825,835
Less: interest income capitalized		(208,199)		(595,664)
Total investment income	$	200,226	$	230,171

Custodial Credit Risk

Deposits

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover its deposits or will not be able to recover its collateral securities that are in the possession of an outside party. While the Authority has no formal policy specific to custodial credit risk, operating bank accounts are fully collateralized with pledged securities.

At June 30, 2014, the carrying amount of the Authority's cash and cash equivalents was $209,583,691. The bank balance was $677,654 as of June 30, 2014. The remaining amount was maintained in money market accounts. At June 30, 2013, the carrying amount of the Authority's cash and cash equivalents was $126,044,911. The bank balance was $1,516,176 as of June 30, 2013. The remaining amount was maintained in money market accounts.

There is no limit on the amount the Authority may deposit in any one institution. The Authority was fully collateralized with pledged securities for amounts in excess of the FDIC limit for the years ended June 30, 2014 and 2013.

Investments

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. Investment securities are exposed to custodial risk if the securities are uninsured, are not registered in the name of the Authority, and are held by the counterparty, its trust or agent, but not in the Authority's name. The Authority's investment securities are not exposed to custodial credit risk because all securities are held by the Authority's custodial bank in the Authority's name.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Authority's investment in a single issuer. The Authority is authorized to invest funds in accordance with its investment policy, bond indentures, and the Texas Public Funds Investment Act. Authorized investments include, but are not limited to: U.S. Treasury and Federal Agency issues, certificates of deposit issued by a state or national bank domiciled in the State of Texas, repurchase agreements collateralized by U.S. Treasury or Federal Agency securities, guaranteed investment contracts (GICs), obligations of states and municipalities, SEC registered no-load money market mutual funds, and local government investment funds. The Authority's investments are insured or registered and are held by the Authority or its agent in the Authority's name.

With regards to investment composition, the Authority's investment policy currently states that local government investment pools may not exceed 80% of the total investment portfolio less bond funds. Bond funds may be invested at 100% of total investment portfolio. No other parameters for investment composition are stated in the approved investment policy.

As of June 30, 2014 and 2013, the Authority's portfolio consisted of the following:

	2014	**2013**
TexSTAR Investment Pool	17.9%	19.9%
Certificates of Deposit	8%	7%
United States Government Agency Securities	74.5%	73.5%

Interest Rate Risk

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio.

The Authority's investment policy notes that with regard to maximum maturities, the Authority will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Authority will not directly invest operating or general funds in securities maturing more than sixteen months from the date of purchase, unless approved by the Authority's Board. Investment of bond proceeds shall not exceed the projected expenditure schedule of the related project. Reserve funds may be invested in securities exceeding twelve months if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

As of June 30, 2014 and 2013, all of the Authority's investments mature within one year. The weighted average maturity of the TexSTAR Investment Pool at June 30, 2014 and 2013 was 56 days and 55 days, respectively.

Credit Risk

Credit risk is the risk than an issuer or other counterparty to an investment will not fulfill its obligations to the Authority. To help mitigate credit risk, credit quality guidelines are incorporated into the investment policy, as follows:

- Limiting investments to the safest types of securities, as listed above under the 'Concentration of Credit Risk' section; and
- Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the Authority will do business

The TexSTAR Investment Pool is rated AAA by Standard and Poor's and is fully collateralized and maintains a weighted average maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The amounts can be withdrawn with limited notice. The United States government agency securities are obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government and are not considered to have credit risk.

3. Capital Assets

The following schedule summarizes the capital assets of the Authority as of June 30, 2014:

Property, toll road and equipment as of June 30, 2014:

	2013	Additions/ Disposals	2014
Property and equipment	$ 9,711,906	1,462,425	$ 11,174,331
Toll Road			
Building and toll facilities	7,073,225	-	7,073,225
Highways and bridges	356,881,517	307,800,262	664,681,779
Toll equipment	15,522,644	12,077,916	27,600,560
Signs	9,639,198	3,221,632	12,860,830
Land improvements	4,231,950	9,812,824	14,044,774
Right of way	46,458,302	38,693,710	85,152,003
Accumulated depreciation	(47,648,469)	(12,640,430)	(60,288,899)
Net property and equipment	$ 401,870,275	360,428,329	$ 762,298,603

Property, toll road and equipment as of June 30, 2013:

		2012	Additions/ Disposals		2013
Property and equipment	$	9,726,257	(14,350)	$	9,711,907
Toll Road					
Building and toll facilities		7,062,332	10,893		7,073,225
Highways and bridges		198,281,337	158,600,180		356,881,517
Toll equipment		4,382,721	11,139,923		15,522,644
Signs		5,630,643	4,008,554		9,639,197
Land improvements		1,432,906	2,799,044		4,231,950
Right of way		24,683,551	21,774,753		46,458,304
Accumulated depreciation		(38,219,731)	(9,428,738)		(47,648,469)
Net property and equipment	$	212,980,016	188,890,259	$	401,870,275

Construction in progress as of June 30, 2014:

		2013	Additions/ Disposals		2014
Construction in progress					
Preliminary costs	$	224,156,157	(156,927,159)	$	67,228,998
Engineering		10,249	-		10,249
Construction		26,639,660	(25,099,204)		1,540,456
Collection system		2,784,515	(1,574,779)		1,209,736
Capitalized interest		48,130,289	(47,661,066)		469,223
Net construction in progress	$	301,720,870	(231,262,208)	$	70,458,662

Construction in progress as of June 30, 2013:

		2012	Additions/ Disposals		2013
Construction in progress					
Preliminary costs	$	287,173,818	(63,017,661)	$	224,156,157
Engineering		10,249	-		10,249
Construction		26,951,498	(311,838)		26,639,660
Collection system		3,683,752	(899,237)		2,784,515
Capitalized interest		47,033,324	1,096,965		48,130,289
Net construction in progress	$	364,852,641	(63,131,771)	$	301,720,870

Depreciation expense for the years ended June 30, 2014 and 2013 was $12,640,430 and $9,482,695 respectively. No retirements of capital assets occurred during the years ended June 30, 2014 and 2013.

Capitalized interest consists of the following as of June 30, 2014 and 2013:

	2014	2013
Interest accrued on bonds	$ 525,023	$ 49,534,589
Less: cumulative interest earned on bond proceeds invested	(55,800)	(1,404,400)
	$ 469,223	$ 48,130,189

4. Total Debt obligation

The following schedule summarizes total debt for the years ended June 30, 2014 and 2013:

Total debt for the year ended June 30, 2014:

	2013	Additions/ Amortization	Payments/ Debt Defeasance	2014
Draw Down Note	$ 1,974,569	2,050,000	(974,749)	$ 3,049,820
2013 Note	5,300,000	-	-	5,300,000
Series 2010 Obligations	95,011,738	(38,860)	-	94,972,879
Series 2011 Obligations	370,226,319	239,357	-	370,465,676
Series 2013 Obligations	313,558,620	(3,144,521)	(1,350,000)	309,064,101
Total	$ 786,071,246	(894,024)	(2,324,749)	$ 782,852,476

Total debt for the year ended June 30, 2013:

	2012	Additions/ Amortization	Payments/ Debt Defeasance	2013
Draw Down Note	$ 400,000	2,800,000	(1,225,431)	$ 1,974,569
2013 Note	-	5,300,000	-	5,300,000
Series 2005 Bonds	171,102,977	(97,057)	(171,005,920)	-
TIFIA Bond	77,656,077	-	(77,656,077)	-
Series 2010 Obligations	140,048,511	(36,773)	(45,000,000)	95,011,738
Series 2011 Obligations	369,971,128	255,191	-	370,226,319
Series 2013 Obligations	-	313,558,620	-	313,558,620
Total	$ 759,178,693	321,779,981	(294,887,428)	$ 786,071,246

The total debt obligations include current portion of the obligation of $3,475,000 and $1,350,000 for 2014 and 2013, respectively.

Series 2005 Obligations

The Authority issued its Series 2005 Senior Lien Revenue Bonds on March 2, 2005. The Series 2005 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2005 CIBs) and in part as Convertible Capital Appreciation Bonds (Series 2005 Convertible CABs).

The proceeds from the Series 2005 Obligations were used to: (i) finance a portion of the costs of planning, designing, engineering, developing, and constructing the interim phase of the 183-A Turnpike Project, (ii) pay a portion of the costs of studying, evaluating, and designing additional turnpike projects within the Authority's jurisdiction, (iii) pay capitalized interest with respect to the Series 2005 Obligations, (iv) fund a debt service reserve fund for the Series 2005 Senior Lien Revenue Bonds, (v) provide working capital to the Authority, and vi) pay the issuance costs of the Series 2005 Obligations.

The Series 2005 CIBs and Series 2005 Convertible CABs were refunded and defeased in whole by the Authority on May 16, 2013 with a portion of the proceeds of the Series 2013A Senior Lien Revenue Refunding Bonds and the Series 2013B Senior Lien Revenue Refunding Put Bonds, and other lawfully available funds of the Authority.

Series 2010 Obligations

The Authority issued its Series 2010 Senior Lien Revenue Bonds and Taxable Series 2010 Subordinate Lien Revenue Build America Bonds (Series 2010 Subordinate Lien BABs) on March 1, 2010, collectively called the Series 2010 Obligations. The Series 2010 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2010 CIBs) and in part as Capital Appreciation Bonds (Series 2010 CABs).

The proceeds from the Series 2010 Obligations were used to: to (i) finance a portion of the costs of the 183A Phase II Project, (ii) currently refund and redeem, in whole, the Authority's outstanding Revenue Notes, Taxable Series 2009, (iii) pay capitalized interest with respect to the Series 2010 Obligations, (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and the Subordinate Lien Debt Service Reserve Fund, and (v) pay certain issuance costs of the Series 2010 Obligations.

The Series 2010 CIBs are scheduled to mature on the dates and in the principal amounts shown below. Interest on the Series 2010 CIBs is calculated on the basis of a 360-day year of twelve 30-day months at the interest rates shown below. Interest on the Series 2010 CIBs is payable on each July 1 and January 1, commencing July 1, 2010.

The Series 2010 CABs are scheduled to mature on the dates shown below at an aggregated maturity amount of $176,120,000. The principal amounts shown below for the Series 2010 CABs represent the total amount of outstanding principal plus the accreted and compounded interest as of June 30, 2014. As of June 30, 2014, the aggregate maturity amount is $48,247,114.

Interest on the Series 2010 CABs will accrete from the date of initial delivery to stated maturity at the interest rates shown below and will compound on each July 1 and January 1, commencing July 1, 2010. Such accreted and compounded interest will be paid as part of the maturity amount at stated maturity.

The Series 2010 Subordinate Lien BABs were refunded and redeemed in whole by the Authority on June 5, 2013 with a portion of the proceeds of the Series 2013 Subordinate Lien Revenue Refunding Bonds issued by the Authority on May 16, 2013, and other lawfully available funds of the Authority.

Under the bond indenture relating to the Series 2010 Obligations, the debt service reserve fund for the Series 2010 Senior Lien Revenue Bonds requires an amount equal to the least of i) the maximum annual debt service of all outstanding senior lien obligations, ii) 1.25 times the average annual debt service of all outstanding senior lien obligations, or iii) ten percent of the aggregate amount of the outstanding senior lien obligations, as determined on the date each series of senior lien obligations is issued.

Description	Maturity January 1	Interest Rate	Outstanding Principal	Unamortized Premium (Discount)	Total June 30, 2014
Series 2010 Senior Lien Revenue Bonds					
Capital Appreciation Bonds	2025	7.20%	$ 3,158,010	$ -	$ 3,158,010
Capital Appreciation Bonds	2026	7.30%	3,516,022	-	3,516,022
Capital Appreciation Bonds	2027	7.40%	3,264,322	-	3,264,322
Capital Appreciation Bonds	2028	7.48%	3,171,378	-	3,171,378
Capital Appreciation Bonds	2029	7.56%	2,932,886	-	2,932,886
Capital Appreciation Bonds	2030	7.65%	2,702,667	-	2,702,667
Capital Appreciation Bonds	2031	7.71%	2,254,554	-	2,254,554
Capital Appreciation Bonds	2032	7.77%	2,103,884	-	2,103,884
Capital Appreciation Bonds	2033	7.78%	1,980,266	-	1,980,266
Capital Appreciation Bonds	2034	7.79%	1,860,557	-	1,860,557
Capital Appreciation Bonds	2035	7.80%	1,745,753	-	1,745,753
Capital Appreciation Bonds	2036	7.81%	1,418,625	-	1,418,625
Capital Appreciation Bonds	2037	7.82%	1,337,508	-	1,337,508
Capital Appreciation Bonds	2038	7.83%	1,258,995	-	1,258,995
Capital Appreciation Bonds	2039	7.84%	1,183,406	-	1,183,406
Capital Appreciation Bonds	2040	7.85%	1,110,877	-	1,110,877
Total Capital Appreciation Bonds			34,999,710	-	34,999,710
Current Interest Serial Bonds	2015	5.75%	140,000	1,035	141,035
Current Interest Serial Bonds	2017	5.75%	1,620,000	28,223	1,648,223
Current Interest Serial Bonds	2018	5.75%	3,475,000	58,226	3,533,226
Current Interest Serial Bonds	2019	5.75%	5,310,000	75,489	5,385,489
Current Interest Serial Bonds	2020	5.75%	7,240,000	78,072	7,318,072
Current Interest Term Bonds	2021	5.75%	8,530,000	(27,042)	8,502,958
Current Interest Term Bonds	2022	5.75%	9,365,000	(31,669)	9,333,331
Current Interest Term Bonds	2023	5.75%	10,215,000	(36,454)	10,178,546
Current Interest Term Bonds	2024	5.75%	11,075,000	(41,389)	11,033,611
Current Interest Term Bonds	2025	5.75%	2,910,000	(11,322)	2,898,678
Total Current Interest Bonds			59,880,000	93,169	59,973,169
Total Series 2010 Senior Lien Revenue Bonds			$ 94,879,710	$ 93,169	$ 94,972,879

The amount of accumulated accreted interest on the Series 2010 CABs as of June 30, 2014 is set forth in the following table. The accumulated accreted interest is added to the outstanding principal on July 1 and January 1 of each year beginning July 1, 2010.

Description	Maturity January 1	Interest Rate	Outstanding Principal	Accumulated Accretion	Total June 30, 2014
Capital Appreciation Bonds	2025	7.20%	$ 3,158,010	$ 1,124,370	$ 4,282,380
Capital Appreciation Bonds	2026	7.30%	3,516,022	1,271,634	4,787,656
Capital Appreciation Bonds	2027	7.40%	3,264,322	1,199,102	4,463,424
Capital Appreciation Bonds	2028	7.48%	3,171,378	1,179,301	4,350,679
Capital Appreciation Bonds	2029	7.56%	2,932,886	1,104,080	4,036,966
Capital Appreciation Bonds	2030	7.65%	2,702,667	1,031,358	3,734,025
Capital Appreciation Bonds	2031	7.71%	2,254,554	868,006	3,122,560
Capital Appreciation Bonds	2032	7.77%	2,103,884	817,444	2,921,328
Capital Appreciation Bonds	2033	7.78%	1,980,266	770,543	2,750,809
Capital Appreciation Bonds	2034	7.79%	1,860,557	724,991	2,585,548
Capital Appreciation Bonds	2035	7.80%	1,745,753	681,292	2,427,045
Capital Appreciation Bonds	2036	7.81%	1,418,625	554,357	1,972,982
Capital Appreciation Bonds	2037	7.82%	1,337,508	523,377	1,860,885
Capital Appreciation Bonds	2038	7.83%	1,258,995	493,540	1,752,535
Capital Appreciation Bonds	2039	7.84%	1,183,406	464,600	1,648,006
Capital Appreciation Bonds	2040	7.85%	1,110,877	439,409	1,550,286
Total Capital Appreciation Bonds			$ 34,999,710	$ 13,247,404	$ 48,247,114

TIFIA Bond

The U.S. Department of Transportation agreed to lend the Authority up to $66 million to pay or reimburse a portion of the costs of the 2005 Project, including any refinancing of the Series 2005 Subordinate Lien BANs, under a secured loan agreement between the Authority and the U.S. Department of Transportation. On March 2, 2005, the Authority issued its 2005 TIFIA Bond to evidence its obligation to repay any borrowing under such secured loan agreement.

On January 1, 2008, the Authority borrowed the entire balance of $66 million to pay down the Series 2005 Subordinate Lien BANS in full. The maturity date of the TIFIA Bond was January 1, 2042. Interest on the TIFIA bond accrued at an annual rate of 4.69% with interest payable each January 1 and July 1, commencing January 1, 2012. As of June 30, 2013, the Authority had a total of $11,656,077 of interest accrued on the $66,000,000 balance for a total of $77,656,077 in outstanding principal and interest.

The 2005 TIFIA Bond was refunded and prepaid in whole by the Authority on June 5, 2013 with a portion of the proceeds of the Series 2013A Senior Lien Revenue Refunding Bonds and the Series 2013 Subordinate Lien Revenue Refunding Bonds, issued by the Authority on May 16, 2013 and other lawfully available funds of the Authority.

Series 2011 Obligations

The Authority issued its Series 2011 Senior Lien Revenue Bonds and Series 2011 Subordinate Lien Revenue Bonds (Series 2011 Subordinate Lien Bonds) on June 29, 2011, collectively called the Series 2011 Obligations. The Series 2011 Senior Lien Revenue Bonds were issued in part as Current Interest Bonds (Series 2011 CIBs) and in part as Capital Appreciation Bonds (Series 2011 CABs).

A portion of the proceeds from the Series 2011 Obligations was used to (i) prepay the State Infrastructure Bank loan in full, (ii) redeem the Series 2010 Notes in whole, (iii) pay capitalized interest with respect to the Series 2011 Obligations, (iv) make a deposit to the Senior Lien Debt Service Reserve Fund and the Subordinate Lien Debt Service Reserve Fund and (v) pay certain issuance costs of the Series 2011 Obligations. The remaining proceeds of the Series 2011 Obligations were used to finance a portion of the costs of the Manor Expressway Phase II Project and as otherwise authorized in the Indenture.

The Series 2011 CIBs are scheduled to mature on the dates and in the principal amounts shown below. Interest on the Series 2011 CIBs is calculated on the basis of a 360-day year of twelve 30-day months at the interest rates shown below. Interest on the Series 2011 CIBs is payable on each July 1 and January 1, commencing January 1, 2012.

The Series 2011 CABs are scheduled to mature on the dates shown below at an aggregated maturity amount of $22,130,000. The principal amounts shown below for the Series 2011 CABs represent the total amount of outstanding principal plus the accreted and compounded interest as of June 30, 2014. As of June 30, 2014, the aggregate maturity amount is $12,050,943.

Interest on the Series 2011 CABs will accrete from the date of initial delivery to stated maturity at the interest rates noted below and will compound on each July 1 and January 1, commencing July 1, 2011. Such accreted and compounded interest will be paid as part of the maturity amount at stated maturity.

The Series 2011 Subordinate Lien Bonds are scheduled to mature on the date and in the principal amount shown below. Interest on the Series 2011 Subordinate Lien Bonds is calculated on the basis of a 360-day year of twelve 30-day months at the interest rate shown below. Interest on the Series 2011 Subordinate Lien Bonds is payable on each July 1 and January 1, commencing January 1, 2013.

Under the bond indenture relating to the Series 2011 Obligations, the debt service reserve fund for the Series 2011 Senior Lien Revenue Bonds requires an amount equal to the least of (i) the maximum annual debt service of all outstanding senior lien obligations, (ii) 1.25 times the average annual debt service of all outstanding senior lien obligations, or (iii) ten percent of the aggregate amount of the outstanding senior lien obligations, as determined on the date each series of senior lien obligations is issued. The debt service reserve fund for the Series 2011 Subordinate Lien Bonds requires an amount equal to the least of (i) the maximum annual debt service on the Series 2011 Subordinate Lien Bonds, (ii) 1.25 times the average annual debt service on the Series 2011 Subordinate Lien Bonds, or (iii) ten percent of the stated principal amount of the Series 2011 Subordinate Lien Bonds.

The proceeds of Series 2011 Obligations were used in part to redeem the Series 2010 Notes in whole. As noted in the guidance, the remaining discount from the Series 2010 Notes is to be amortized over the original life of the Series 2010 Notes or the Series 2011 Obligations, whichever is shorter in length of time. As such, the discount will be amortized over the original life of the Series 2010 Notes. As of June 30, 2014, the remaining unamortized balance of the discount is $276,000.

Description	Maturity January 1	Interest Rate	Outstanding Principal	Unamortized Premium (Discount)	Total June 30, 2014
Series 2011 Senior Lien Revenue Bonds					
Capital Appreciation Bonds	2022	5.90%	$ 480,449	$ -	$ 480,449
Capital Appreciation Bonds	2023	6.10%	1,868,357	-	1,868,357
Capital Appreciation Bonds	2024	6.25%	3,346,475	-	3,346,475
Capital Appreciation Bonds	2025	6.40%	3,183,732	-	3,183,732
Capital Appreciation Bonds	2026	6.50%	1,120,931	-	1,120,931
Total Capital Appreciation Bonds			9,999,944	-	9,999,944
Current Interest Term Bonds	2026	5.75%	4,630,000	(25,402)	4,604,598
Current Interest Term Bonds	2027	5.75%	7,725,000	(45,975)	7,679,025
Current Interest Term Bonds	2028	5.75%	8,170,000	(52,415)	8,117,585
Current Interest Term Bonds	2029	5.75%	8,645,000	(59,462)	8,585,538
Current Interest Term Bonds	2030	5.75%	9,140,000	(67,084)	9,072,916
Current Interest Term Bonds	2031	5.75%	9,665,000	(75,381)	9,589,619
Current Interest Term Bonds	2032	6.00%	10,225,000	(84,432)	10,140,568
Current Interest Term Bonds	2033	6.00%	10,835,000	(94,410)	10,740,590
Current Interest Term Bonds	2034	6.00%	11,485,000	(105,282)	11,379,718
Current Interest Term Bonds	2035	6.00%	12,175,000	(117,095)	12,057,905
Current Interest Serial Bonds	2036	6.00%	12,905,000	(129,890)	12,775,110
Current Interest Term Bonds	2037	6.00%	13,675,000	(143,704)	13,531,296
Current Interest Term Bonds	2038	6.00%	14,500,000	(158,732)	14,341,268
Current Interest Term Bonds	2039	6.00%	15,365,000	(174,846)	15,190,154
Current Interest Term Bonds	2040	6.00%	16,290,000	(192,290)	16,097,710
Current Interest Term Bonds	2041	6.00%	27,560,000	(335,709)	27,224,291
Current Interest Term Bonds	2042	6.25%	15,980,000	(201,102)	15,778,898
Current Interest Term Bonds	2043	6.25%	17,165,000	(222,593)	16,942,407
Current Interest Term Bonds	2044	6.25%	18,425,000	(245,413)	18,179,587
Current Interest Term Bonds	2045	6.25%	19,750,000	(268,871)	19,481,129
Current Interest Term Bonds	2046	6.25%	31,620,000	(501,153)	31,118,847
Total Current Interest Bonds			295,930,000	(3,301,241)	292,628,759
Total Series 2011 Senior Lien Revenue Bonds			305,929,944	(3,301,241)	302,628,703
Subordinate Lien Term Bonds	2023	6.75%	700,000	(8,319)	691,681
Subordinate Lien Term Bonds	2024	6.75%	1,900,000	(25,166)	1,874,834
Subordinate Lien Term Bonds	2025	6.75%	2,300,000	(33,573)	2,266,427
Subordinate Lien Term Bonds	2026	6.75%	2,500,000	(39,857)	2,460,143
Subordinate Lien Term Bonds	2027	6.75%	2,700,000	(46,662)	2,653,338
Subordinate Lien Term Bonds	2028	6.75%	2,800,000	(52,127)	2,747,873
Subordinate Lien Term Bonds	2029	6.75%	3,000,000	(59,829)	2,940,171
Subordinate Lien Term Bonds	2030	6.75%	3,200,000	(68,031)	3,131,969
Subordinate Lien Term Bonds	2031	6.75%	3,500,000	(78,971)	3,421,029
Subordinate Lien Term Bonds	2032	6.75%	3,600,000	(85,884)	3,514,116
Subordinate Lien Term Bonds	2033	6.75%	3,700,000	(93,011)	3,606,989
Subordinate Lien Term Bonds	2034	6.75%	3,900,000	(102,967)	3,797,033
Subordinate Lien Term Bonds	2035	6.75%	4,000,000	(110,587)	3,889,413
Subordinate Lien Term Bonds	2036	6.75%	4,100,000	(118,360)	3,981,640
Subordinate Lien Term Bonds	2037	6.75%	4,300,000	(129,232)	4,170,768
Subordinate Lien Term Bonds	2038	6.75%	4,400,000	(137,257)	4,262,743
Subordinate Lien Term Bonds	2039	6.75%	4,600,000	(148,408)	4,451,592
Subordinate Lien Term Bonds	2040	6.75%	4,700,000	(156,124)	4,543,876
Subordinate Lien Term Bonds	2041	6.75%	10,100,000	(392,662)	9,707,338
Total Series 2011 Subordinate Lien Term Bonds			70,000,000	(1,887,027)	68,112,973
Total Series 2010 Notes Discount			-	(276,000)	(276,000)
Total Series 2011 Obligations			$ 375,929,944	$ (5,464,268)	$ 370,465,676

The amount of accumulated accreted interest on the Series 2011 CABs as of June 30, 2014 is set forth in the following table. The accumulated accreted interest is added to the outstanding principal on July 1 and January 1 of each year beginning July 1, 2011.

Description	Maturity January 1	Interest Rate	Outstanding Principal	Accumulated Accretion	Total June 30, 2014
Capital Appreciation Bonds	2022	5.90%	$ 480,449	$ 91,748	$ 572,197
Capital Appreciation Bonds	2023	6.10%	1,868,357	369,792	2,238,149
Capital Appreciation Bonds	2024	6.25%	3,346,475	679,945	4,026,420
Capital Appreciation Bonds	2025	6.40%	3,183,732	663,719	3,847,451
Capital Appreciation Bonds	2026	6.50%	1,120,931	245,795	1,366,726
Total Capital Appreciation Bonds			$ 9,999,944	$ 2,050,999	$ 12,050,943

Series 2013 Obligations

The Authority issued its Series 2013A Senior Lien Revenue Refunding Bonds (Series 2013A Senior Lien Bonds), Series 2013B Senior Lien Revenue Refunding Put Bonds (Series 2013B Senior Lien Put Bonds), and Series 2013 Subordinate Lien Revenue Refunding Bonds (Series 2013 Subordinate Lien Bonds), collectively called the Series 2013 Obligations, on May 16, 2013. The proceeds from the Series 2013 Obligations were used to (i) refund the Series 2005 Senior Lien Revenue Bonds, the 2005 TIFIA Bond, and the Series 2010 Subordinate Lien BABs, (ii) make a deposit to the Subordinate Lien Debt Service Reserve Fund, and (iii) pay certain issuance costs of the Series 2013 Obligations.

The Series 2013A Senior Lien Bonds were issued as Current Interest Bonds in the aggregate amount of $155,810,000 and are scheduled to mature on the dates and in the principal amounts shown below. Interest on the Series 2013A Senior Lien Bonds is calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2013A Senior Lien Bonds is payable on each July 1 and January 1, commencing July 1, 2013.

The Series 2013B Senior Lien Put Bonds were issued as Current Interest Bonds in the aggregate amount of $30,000,000, constitute Variable Rate Obligations under the bond indenture and are scheduled to mature on the date and in the principal amount shown below. Through the period that commenced on the issuance date thereof and ends on January 3, 2016 (Initial Multiannual Rate Period), the Series 2013B Senior Lien Put Bonds will bear interest at a rate of 3.00% per annum. Commencing on January 4, 2016, the Bonds are subject to mandatory tender at a purchase price equal to the principal amount thereof plus accrued interest to such purchase date. If, on such date, all Series 2013B Senior Lien Put Bonds are not successfully remarketed, the Authority has no obligation purchase such Bonds on such date and all Series 2013B Senior Lien Put Bonds will continue to be outstanding and will bear interest at a rate of 9.00% per annum until subsequently remarketed.

Interest on the Series 2013B Senior Lien Put Bonds during the Initial Multiannual Rate Period is payable on each July 1 and January 1, commencing July 1, 2013. Pursuant to the terms of the bond indenture, the Series 2013B Senior Lien Put Bonds are subject to conversion to another interest rate mode following the Initial Multiannual Rate Period.

Description	Maturity January 1	Interest Rate	Outstanding Principal	Unamortized Premium (Discount)	Total June 30, 2014
Series 2013A Senior Lien Revenue Refunding Bonds					
Senior Lien Term Bonds	2024	5.00%	$ 3,375,000	$ 278,909	$ 3,653,909
Senior Lien Term Bonds	2025	5.00%	3,350,000	276,843	3,626,843
Senior Lien Term Bonds	2026	5.00%	4,665,000	385,514	5,050,514
Senior Lien Term Bonds	2027	5.00%	4,755,000	392,952	5,147,952
Senior Lien Term Bonds	2028	5.00%	4,330,000	357,830	4,687,830
Senior Lien Term Bonds	2029	5.00%	4,435,000	366,507	4,801,507
Senior Lien Term Bonds	2030	5.00%	4,545,000	375,597	4,920,597
Senior Lien Term Bonds	2031	5.00%	5,840,000	482,616	6,322,616
Senior Lien Term Bonds	2032	5.00%	5,925,000	489,640	6,414,640
Senior Lien Term Bonds	2033	5.00%	6,020,000	497,491	6,517,491
Senior Lien Term Bonds	2034	5.00%	6,140,000	383,807	6,523,807
Senior Lien Term Bonds	2035	5.00%	6,275,000	399,246	6,674,246
Senior Lien Term Bonds	2036	5.00%	7,990,000	499,450	8,489,450
Senior Lien Term Bonds	2037	5.00%	8,180,000	511,327	8,691,327
Senior Lien Term Bonds	2038	5.00%	8,390,000	524,454	8,914,454
Senior Lien Term Bonds	2039	5.00%	8,615,000	538,519	9,153,519
Senior Lien Term Bonds	2040	5.00%	8,870,000	554,458	9,424,458
Senior Lien Term Bonds	2041	5.00%	10,045,000	627,907	10,672,907
Senior Lien Term Bonds	2042	5.00%	10,370,000	648,222	11,018,222
Senior Lien Term Bonds	2043	5.00%	240,000	15,002	255,002
Total Senior Lien Term Bonds			122,355,000	8,606,291	130,961,291
Senior Lien Serial Bonds	2015	4.00%	2,155,000	32,017	2,187,017
Senior Lien Serial Bonds	2016	5.00%	4,675,000	262,428	4,937,428
Senior Lien Serial Bonds	2017	5.00%	4,195,000	366,379	4,561,379
Senior Lien Serial Bonds	2018	5.00%	3,800,000	424,215	4,224,215
Senior Lien Serial Bonds	2019	5.00%	3,480,000	451,809	3,931,809
Senior Lien Serial Bonds	2020	5.00%	3,210,000	464,854	3,674,854
Senior Lien Serial Bonds	2021	5.00%	3,760,000	580,066	4,340,066
Senior Lien Serial Bonds	2022	5.00%	3,605,000	580,588	4,185,588
Senior Lien Serial Bonds	2023	5.00%	3,475,000	568,828	4,043,828
Total Senior Lien Serial Bonds			32,355,000	3,731,184	36,086,184
Plus Transfer Premium from the Series 2005 Debt Defeasance			-	4,060,269	4,060,269
Total Series 2013A Senior Lien Revenue Refunding Bonds			$ 154,710,000	$ 16,397,744	$ 171,107,744
Series 2013B Senior Lien Revenue Refunding Put Bonds					
Senior Lien Put Bonds	2039	3.00%	150,000	2,296	152,296
Senior Lien Put Bonds	2040	3.00%	155,000	2,373	157,373
Senior Lien Put Bonds	2041	3.00%	160,000	2,449	162,449
Senior Lien Put Bonds	2042	3.00%	165,000	2,526	167,526
Senior Lien Put Bonds	2043	3.00%	9,380,000	143,585	9,523,585
Senior Lien Put Bonds	2044	3.00%	9,890,000	151,392	10,041,392
Senior Lien Put Bonds	2045	3.00%	10,100,000	154,606	10,254,606
Total Series 2013B Senior Lien Revenue Refunding Put Bonds			$ 30,000,000	$ 459,227	$ 30,459,227

Description	Maturity January 1	Interest Rate	Outstanding Principal	Unamortized Premium (Discount)	Total June 30, 2014
Series 2013 Subordinate Lien Revenue Refunding Bonds					
Subordinate Lien Term Bonds	2024	5.00%	$ 2,855,000	$ 103,810	$ 2,958,810
Subordinate Lien Term Bonds	2025	5.00%	3,005,000	109,264	3,114,264
Subordinate Lien Term Bonds	2026	5.00%	3,150,000	114,537	3,264,537
Subordinate Lien Term Bonds	2027	5.00%	3,315,000	120,536	3,435,536
Subordinate Lien Term Bonds	2028	5.00%	3,475,000	126,354	3,601,354
Subordinate Lien Term Bonds	2029	5.00%	3,655,000	132,899	3,787,899
Subordinate Lien Term Bonds	2030	5.00%	3,835,000	139,444	3,974,444
Subordinate Lien Term Bonds	2031	5.00%	4,025,000	146,352	4,171,352
Subordinate Lien Term Bonds	2032	5.00%	4,315,000	156,897	4,471,897
Subordinate Lien Term Bonds	2033	5.00%	4,635,000	168,532	4,803,532
Subordinate Lien Term Bonds	2034	5.00%	4,985,000	92,965	5,077,965
Subordinate Lien Term Bonds	2035	5.00%	5,390,000	100,518	5,490,518
Subordinate Lien Term Bonds	2036	5.00%	5,760,000	107,418	5,867,418
Subordinate Lien Term Bonds	2037	5.00%	6,195,000	115,531	6,310,531
Subordinate Lien Term Bonds	2038	5.00%	6,640,000	123,830	6,763,830
Subordinate Lien Term Bonds	2039	5.00%	7,115,000	132,688	7,247,688
Subordinate Lien Term Bonds	2040	5.00%	7,625,000	142,199	7,767,199
Subordinate Lien Term Bonds	2041	5.00%	3,955,000	73,757	4,028,757
Subordinate Lien Term Bonds	2042	5.00%	4,225,000	78,792	4,303,792
Total Subordinate Lien Term Bonds			88,155,000	2,286,323	90,441,323
Subordinate Lien Serial Bonds	2015	4.00%	1,180,000	14,731	1,194,731
Subordinate Lien Serial Bonds	2016	5.00%	500,000	23,934	523,934
Subordinate Lien Serial Bonds	2017	5.00%	500,000	35,998	535,998
Subordinate Lien Serial Bonds	2018	5.00%	1,000,000	90,253	1,090,253
Subordinate Lien Serial Bonds	2019	5.00%	2,235,000	229,302	2,464,302
Subordinate Lien Serial Bonds	2020	5.00%	2,350,000	257,940	2,607,940
Subordinate Lien Serial Bonds	2021	5.00%	2,470,000	274,238	2,744,238
Subordinate Lien Serial Bonds	2022	5.00%	2,595,000	285,373	2,880,373
Subordinate Lien Serial Bonds	2023	5.00%	2,725,000	289,036	3,014,036
Total Subordinate Lien Serial Bonds			15,555,000	1,500,805	17,055,805
Total Series 2013 Subordinate Lien Term and Serial Revenue Refunding Bonds			103,710,000	3,787,128	107,497,128
Total Series 2013 Obligations			$ 288,420,000	$ 20,644,099	$ 309,064,099

Draw Down Note Facility

In December 2011, the Authority entered into a Secured Loan Agreement with a bank for a secured draw down note facility in an aggregate amount up to $5 million (Draw Down Note).

The loan bears interest at the one-month LIBOR rate plus 2.85%. The Draw Down Note matures on December 15, 2015 and requires monthly interest payments on outstanding balances. Certain funds of the Authority are collateral for the Draw Down Note.

Proceeds from the Draw Down Note are to be used to pay (i) expenses of studying the cost, design, engineering, and feasibility of transportation projects, (ii) expenses associated with securing the Draw Down Note, and (iii) the reimbursement to the Authority of costs attributable to certain preliminary cost and feasibility and other expenses relating to the preparation of financing of the transportation projects incurred prior to the execution of the Draw Down Note.

During fiscal year 2014, the Authority received loan proceeds of $2,050,000 under the Draw Down Note and made principal and interest payments of $974,749. The Draw Down Note has an outstanding balance of $3,049,820 as of June 30, 2014.

2013 Note

In June 2013, the Authority entered into a Secured Loan Agreement with a bank for an aggregate principal amount not to exceed $5,300,000 (Loan). The Loan bears interest at 2.25% per annum and matures on January 1, 2019. The loan requires semiannual interest payments on the outstanding balance starting January 1, 2013. Certain funds of the Authority are collateral for the Loan.

Proceeds from the Loan are to be used to pay (i) expenses of studying the cost, design, engineering, and feasibility of transportation projects, (ii) expenses associated with securing the Loan, and (iii) the reimbursement to the Authority of costs attributable to certain preliminary cost and feasibility and other expenses relating to the preparation of financing of the transportation projects incurred prior to the execution of the Loan.

The Authority received no loan proceeds during fiscal year 2014 under the Loan. The Loan has an outstanding balance of $5,300,000 as of June 30, 2014.

Future Payments on Debt Obligations

Future payments of principal and interest on the Draw Down Note, 2013 Note, Series 2010 Senior Lien Revenue Bonds, Series 2011 Obligations and Series 2013 Obligations (based on the scheduled payments) as of June 30, 2014 are as follows:

Fiscal Year Ended June 30	Principal	Interest	Total Amount
2015	$ 3,475,000	$ 44,496,793	$ 47,971,793
2016	8,224,820	44,725,712	52,950,532
2017	8,045,000	44,882,315	52,927,315
2018	10,040,000	44,847,622	54,887,622
2019	12,830,000	44,712,973	57,542,973
2020 and thereafter	724,964,657	718,801,829	1,443,766,486
Total obligations	$ 767,579,477	$ 942,467,244	$ 1,710,046,721

Below is a reconciliation of the principal payments to the balance sheet as of June 30, 2014:

		Principal
Total obligations	$	767,579,477
Plus: unamortized premium / discount, net		15,272,999
Total Draw Down Note, 2013 Note, Series 2010 Senior Lien Revenue Bonds, Series 2011 Obligations and Series 2013 Obligations		782,852,473
Less: Bonds Payable - Current Portion		(3,475,000)
Total Non-Current Portion	$	779,377,476

5. Deferred Inflow of Resources

In accordance with GAB Statement No. 63 "Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position" the Authority has classified all of the difference between the reacquisition price and the net carrying amount of the defeased debt as a deferred inflow of resources. The deferred inflow of resources is amortized over the term of the defeased bonds and recognized as a component of interest expense annually. As of June 30, 2014 the Authority the deferred inflow of resource balance was $13,875,826.

6. Rebatable Arbitrage

Current federal income tax law and the bond indentures require that certain arbitrage profits earned on nonpurpose investments attributable to outstanding tax-exempt bonds must be rebated to the U.S. Treasury. The Authority has not accrued any rebatable arbitrage as of June 30, 2014 or 2013.

7. Risk Management

In conjunction with its normal operations, the Authority is exposed to various risks related to the damage or destruction of its assets from both natural and man-made occurrences, tort/liability claims, errors and omissions claims and professional liability claims. As a result of these exposures, the Authority carries insurance with a governmental risk pool under an "all risks" policy. All categories of insurance coverage in place were either maintained at current levels or increased as to overall limits of coverage and reduction of self-retained risk so as to reduce the overall exposure of risk to the Authority. There were no settlements in excess of insurance coverage in 2014 and 2013.

8. Employee Retirement Plan

Plan Description - The Authority participates in the Texas County and District Retirement System (the System). The System is a non-profit public trust providing pension, disability and death benefits for the eligible employees of participating counties and districts. The System was established by legislative act in 1967 under authority of Article XVI of the Texas Constitution. The TCDRS Act (Subtitle F, Title 8, Texas Government Code) is the basis for the System administration. The System issues a publicly available annual financial report that includes financial statements and required supplementary information for the Plan. That annual report may be downloaded at http://www.tcdrs.com.

Funding Policy **-** Plan members and the Authority are required to contribute at a rate set by statute. The contribution requirements of Plan members and the Authority are established and may be amended. For 2014 and 2013, the contribution rate for the Plan members was 7.0% of gross pay. The Authority pays a matching portion to the defined contribution pension plan totaling 14% of gross pay for 2014 and 2013, which totaled $268,726 and $250,446 for 2014 and 2013, respectively.

9. Disaggregation of Receivable and Payable Balances

Receivables are comprised of current intergovernmental receivables, representing 100% of the balance at June 30, 2014 and 2013. Payable balances are comprised of 100% current payables to contractors and vendors at June 30, 2014 and 2013.

10. Related Party

The Chief Financial Officer of the Authority is the President of The Texas Short Term Asset Reserve Fund ("TexSTAR"). TexSTAR is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. The Authority has investments of $11,769,105 and $24,003,529 in TexSTAR as of June 30, 2014 and 2013, respectively.

11. Commitments and Contingent Liabilities

Commitments

On May 2014, the Authority entered into a 10-year lease agreement for office space at 3300 N. IH 35, Austin, Texas. The aggregate future minimum lease payments under the new lease are as follows:

2015	$	311,859
2016		323,627
2017		335,395
2018		347,163
2019		358,932
Thereafter		1,484,107
	$	3,161,083

The Authority's total rental expense for fiscal years 2014 and 2013 amounted to $250,402 and $200,908, respectively.

Litigation

The Authority is involved in other miscellaneous litigation arising in the normal course of business and the Authority's management believes there are substantial defenses against these claims. The Authority believes the resolution of these lawsuits will not have a material adverse effect on its financial statements.

12. Due from Other Agencies

Due from other agencies is comprised of amounts due from other Texas tolling authorities related to toll tag transactions on the Authority's toll roads. The Authority does not issue toll tags; however, the Authority has contracted with TxDOT to handle customer service and operations related to the toll tag transactions. As of June 30, 2014 and 2013, the receivable from TxDOT comprises approximately 32% and 94% respectively, of the total balance due from other agencies.

	2014	2013
TxDot	$ 1,359,574	$ 25,576,199
US Treasury	-	-
Other Agencies	2,951,225	2,078,623
Total	$ 4,310,799	$ 27,654,822

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Supplemental Schedule - Indenture Cash Flow and Debt Service Coverage

For the year ended June 30, 2014

Toll Revenues		$ 39,968,131
Other Revenues		1,597,419 [1]
Miscellaneous Revenue		2,907,434
Interest Income Available to Pay Debt Service		200,226
Total Revenues		44,673,210
Less: System Operating Expenses		(9,859,760)
Revenues Available for Rate Covenant and Additional Bonds Tests		34,813,450
Net Senior Lien Debt Service	$ 11,047,444	
Net Subordinate Lien Debt Service	3,737,650	
Total Net Debt Service	$ 14,785,094	
Debt Service Coverage Ratio for Rate Covenant and Additional Bonds Test		
Senior Lien Obligations	3.15	
Senior and Subordinate Lien Obligations	2.35	
Less: System Maintenance Expenses		(1,331,895)
Revenues Available for Debt Service		33,481,555
Debt Service Coverage Ratios for Revenues Available for Debt Service		
Senior Lien Obligations	3.03	
Senior and Subordinate Lien Obligations	2.26	
Less: Total Net Debt Service		(14,785,094)
Less: Deposits to Renewal and Replacement Fund		-
Less: Debt Service Payments on Other Obligations		-
Annual Excess		$ 18,696,461

[1] Grant revenues of approximately $112 million is excluded from "Other Revenues" as such grant revenues are restricted for purposes other than debt service obligations. Only HERO grant revenues are included in "Other Revenues" above as the corresponding expenses are included in "System Operating Expenses" and the amounts net to zero.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #4 SUMMARY

Approve an amendment to existing work authorizations and authorize future work authorizations under the contract with CDM Smith Inc. for traffic and revenue studies on Mobility Authority toll projects.

Strategic Plan Relevance:	Regional Mobility
Department:	Finance
Associated Costs:	$3,000,000.00
Funding Source:	Project Funds, as budgeted
Board Action Required:	Yes

Description of Matter:

This item authorizes the Executive Director to negotiate and execute certain future letters of engagement (work authorizations) with CDM Smith for traffic and revenue services, as needed and requested by the Authority, up to a total "not to exceed" amount of $3,000,000 until November 1, 2017. It further authorizes amendments to the two current letters of engagement approved in 2013 to allocate the services and compensation between services completed by October 31, 2014, and to be provided after November 1, 2014.

Reference documentation:	Draft Resolution
Contact for further information:	Bill Chapman, Chief Financial Officer Cindy Demers, Controller

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

RESOLUTION NO. 14-___

APPROVING AN AMENDMENT TO EXISTING WORK AUTHORIZATIONS AND AUTHORIZING FUTURE WORK AUTHORIZATIONS UNDER THE CONTRACT WITH CDM SMITH INC. FOR TRAFFIC AND REVENUE STUDIES ON MOBILITY AUTHORITY TOLL PROJECTS.

WHEREAS, CDM Smith Inc. provides traffic and revenue studies to the Mobility Authority under that certain "Agreement for Traffic and Revenue Engineering Services" executed to be effective August 1, 2009 (the "Agreement"); and

WHEREAS, CDM Smith is currently providing traffic and revenue services under two letters of engagement (work authorizations) dated April 17, 2013, and July 10, 2013, respectively; and

WHEREAS, staff anticipates needing additional traffic and revenue services from CDM Smith over the next three years, as described in Exhibit 1 to this resolution; and

WHEREAS, the Executive Director recommends Board authorization to issue future letters of engagement to provide traffic and revenue services under the Agreement, as requested from time-to-time by the Mobility Authority, between November 1, 2014, and November 1, 2017.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority letters of engagement with CDM Smith Inc. to obtain traffic and revenue services described in Exhibit 1 until November 1, 2017, when needed, for total payments during that period not to exceed $3,000,000.00; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Executive Director to negotiate and execute appropriate amendments to the two current letters of engagement to allocate the services and payments described in those letters of engagement between services provided by October 31, 2014, and after November 1, 2014.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

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

Approved:

_____
Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 14-___
Date Passed: 10/29/14

EXHIBIT 1 TO RESOLUTION 14-___

Letters of engagement (work authorizations) to provide traffic and revenue services during the time period of November 1. 2014, to November, 1, 2017, may be requested for the MoPac South Corridor, 183 North Corridor, and for miscellaneous technical tasks,:

- Environmental support including technical assistance for traffic analyses for the two corridors;

- Level-2 Preliminary traffic and toll revenue studies (2 projects): The following tasks are envisioned as part of this task (2 projects), including:
  - Independent socioeconomic review;
  - Data collection in support of analyses;

- Corridor level VISSIM model in support of Volume Delay Function (VDF) curves for traffic and revenue studies for the two corridors. These models can be used for conducting operational analyses of specific movements for AM or PM peak hours; and

- Level-3 Comprehensive traffic and toll revenue studies (2 projects): These studies will produce traffic and toll revenue forecasts and documentation suitable for financing, including coordination with the financial team and meetings and presentations to rating agencies and investors. The scope also includes subconsultant services for demographic updates, data collection and stated preference surveys (2 projects).

Additional services beyond the above noted corridors include:

- Technical assistance for MIP Project (before and at the time of opening);
- On-call technical assistance;
- Sketch-level studies and project evaluations;
- Toll schedule evaluations;
- Simulation studies;
- Attendance in meetings and preparation of meeting minutes as requested by the Mobility Authority;
- Peer review services for traffic and revenue studies and operational analyses conducted by other firms;
- Innovative tools for tracking of budgeted vs. actual transactions and performance measures for select corridors;
- Miscellaneous support; and
- Toll feasibility and conceptual evaluations.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #5 SUMMARY

Approve an amendment to the advanced funding agreement with the Texas Department of Transportation for a pilot program using real-time ridesharing technology.

Strategic Plan Relevance:	Regional Mobility
Department:	Operations
Associated Costs:	N/A
Funding Source:	N/A
Board Action Required:	Yes

Description of Matter: This item authorizes execution of an amendment to the advanced funding agreement with the Texas Department of Transportation to add four TxDOT toll facilities (SH 45, Loop 1, SH 130 (Segments 1-4), and SH 45 Southeast) to the study, and provides a six-month extension to accommodate the evaluation of the program expansion without exceeding the originally anticipated budget for the project.

Reference documentation: Draft Resolution
Amendment #1 with TxDOT
Advanced Funding Agreement with TxDOT

Contact for further information:
Tim Reilly, Director of Operations

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

RESOLUTION NO. 14-___

APPROVING AN AMENDMENT TO THE ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A PILOT PROGRAM USING REAL-TIME RIDESHARING TECHNOLOGY.

WHEREAS, by Resolution No. 13-027, dated April 24, 2013, the Board authorized the Executive Director to finalize and execute an advance funding agreement ("the AFA") with the Texas Department of Transportation ("TxDOT") to fund a pilot program to study use of real-time ridesharing technology to support differential tolling by occupancy, and that agreement was subsequently executed;

WHEREAS, the Executive Director and TxDOT have discussed, and the Executive Director recommends approval of, a proposed amendment to the AFA to add SH 45, Loop 1, and SH 130 to the study, and to provide a six month extension of the Agreement, attached as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the proposed amendment to the AFA is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed AFA in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

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

Approved:

_____
Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 14-___
Date Passed: 10/29/2014

EXHIBIT 1 TO RESOLUTION 14-___

PROPOSED AMENDMENT TO ADVANCED FUNDING AGREEMENT WITH TxDOT

[on the following 11 pages]

CSJ # 0914-00-373
District # Austin-14
Code Chart 64 # 60432
Project: VPPP: Real-time Ridesharing Technology to Support Differential Tolling by Occupancy
Federal Highway Administration
CFDA # 20.200
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

THIS AMENDMENT is made by and between The State of Texas, acting through the Texas Department of Transportation, called the State, and Central Texas Regional Mobility Authority, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on May 7 of 2013 to effectuate their agreement to use real-time ridesharing technology in conjunction with an existing tolling system for express lane occupancy verification; and,

WHEREAS, it has become necessary to amend that contract, proposing to add four more toll facilities in the Austin area to the existing two to further demonstrate the general operational concept of using real-time ridesharing technology in conjunction with an existing tolling system for express lane occupancy verification. The lower-than-estimated toll rebates to-date will allow for the additional rebates at no additional cost to the project. The term requires a six-month extension to accommodate the pilot and evaluation of this new phase at no additional cost to the project.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment B, Scope of Work, of the original agreement is deleted in its entirety and replaced with Attachment B-1, Scope of Work, which is attached to and made a part of the amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

CSJ # 0914-00-373
District # Austin-14
Code Chart 64 # 60432
Project: VPPP: Real-time Ridesharing Technology to Support Differential Tolling by Occupancy
Federal Highway Administration
CFDA # 20.200
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

_____
Date

THE STATE OF TEXAS

_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # 0914-00-373
District # Austin-14
Code Chart 64 # 60432
Project: VPPP: Real-time Ridesharing Technology to Support Differential Tolling by Occupancy
Federal Highway Administration
CFDA # 20.200
Not Research and Development

ATTACHMENT B-1
SCOPE OF WORK

Real-time Ridesharing Technology to Support Differential Tolling by Occupancy

The Local Government shall deploy real-time ridesharing, facilitated by technology and incentives, and will link dynamic ridesharing and tolling systems, automatically providing participants sharing rides with a toll discount. The study will demonstrate the general operational concept of using real-time ridesharing technology in conjunction with an existing tolling system for express lane occupancy verification. The primary facility for this pilot is the 183A toll road on which variable (time-of-day) pricing will be tested. The newly-opened US-290 East/Manor Expressway will also be a pilot facility since the Local Government must apply pricing similarly on all its toll roads in the region and thus will provide – like on 183A – for a high-occupancy vehicle toll discount which will automatically be applied to pilot participants sharing rides on this facility.

Four toll roads will be added to this pilot: Loop 1/Mopac, SH-45 North, SH-45 Southeast, SH-130 (Segments 1-4). Toll discounts on these additional toll roads will be implemented in a phased approach to help understand the ridesharing impact of providing toll reimbursements on a limited portion of toll roads versus a complete system of toll roads. Three major employment centers have been defined as downstream destination clusters: the Northwest Technology Center, the Arboretum, and Downtown Austin including the University of Texas.

The Local Government shall also examine the effect of pricing and real-time ridesharing on congestion, travel behavior, and traffic volumes on the broader system of both tolled and non-tolled roads. In addition to ~~183A and the Manor Expressway~~ the toll roads listed above, the pilot will be conducted along currently non-tolled roads; candidate corridors include US-183, IH-35, and Loop 1/MoPac.

A written Notice to Proceed (NTP) will be required before any services can be performed. The Notice to Proceed may only be authorized by TxDOT's Project Manager or higher level of authority. The Notice to Proceed will include a work plan for the tasks requested, maximum amount payable, and will specify an initiation and completion date.

Task 1: Pre-Implementation Plan

The Local Government shall perform pre-implementation preparations including integration and testing of the ridesharing technology with the existing toll collection system. The Local Government shall also beta test using real drivers and passengers, and develop an evaluation plan.

- Estimated Cost: $166,850
- Deliverables: Within six (6) months from NTP, the Local Government shall deliver the results of the Pre-Implementation Plan. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

Task 2: Recruitment

The Local Government shall perform recruitment for the pilot, working with the stakeholders to contact large employers in the major employment centers and the University of Texas at Austin to attract rideshare participants. A community manager role shall be staffed by the contractor to engage users and keep them involved throughout the project. In addition to start-up incentives for drivers and riders, toll discounts will be offered as an incentive for participation. The recruitment goal to achieve critical mass is 500 members (both drivers and riders). At this level of participation, at least twenty percent of the members, or 100 drivers and riders will be actively participating. After individual users have demonstrated some consistency in program usage, start-up incentives funded by the pilot may be discontinued for such individual users. However, toll discounts that are not funded by the pilot shall, continue throughout the full duration of the pilot project.

- Estimated Cost: $248,613
- Deliverables: Within twelve (12) months from NTP, the Local Government shall deliver the results of the Recruitment. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

Task 3: Implementation

The Local Government shall implement the pilot with the active users (drivers and riders) utilizing the ridesharing technology to carpool along the 183A ~~and~~, Manor Expressway, Loop 1/Mopac, SH-45 North, SH-45 Southeast, and SH-130 (Segments 1-4) toll corridors, and non-toll corridors in the Austin area. By carpooling, the users can split costs and take advantage of incentives for reduced tolls on the ~~183A~~ toll roads listed above, and save time on their commute. In order to calculate and distribute incentives, participants will utilize the contractor mobile application to broker all shared trips.

- Estimated Cost: $442,545
- Deliverables: Within ~~eighteen (18)~~ twenty-four (24) months from NTP, the Local Government shall deliver the results of the pilot Implementation. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

Task 4: Analysis and Reporting

The Local Government shall perform Analysis and Reporting from data collected throughout the life of the pilot to confirm if the project is meeting its goals.

- Estimated Cost: $101,000
- Deliverables: Within ~~twenty-four (24)~~ thirty (30) months from NTP, the Local Government shall deliver the results of the Analysis and Reporting. Throughout the duration of the project, the Local Government shall provide monthly reports on the progress of work that corresponds to project charges being billed the same month.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #6 SUMMARY

Approve a contract and work authorization with Rodriguez Transportation Group, Inc., for professional engineering design services for the SH 45 SW Project.

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Associated Costs:	not to exceed $7,000,000.00
Funding Source:	General Funds will be used and reimbursed by Hays/Travis County through Interlocal Agreement
Board Action Required:	Yes

Description of Matter: At the September 24, 2014 Board Meeting, the Board approved the selection of Rodriguez Transportation Group, Inc., and authorized the Mobility Authority to commence negotiations and enter into a contract for engineering design services for the SH 45SW Project.

This contract provides for professional engineering, final design, public involvement, and estimates necessary for the proposed SH 45SW Project located in Travis County and Hays County, Texas.

Based on the review of the proposed contract and initial work authorization by Mobility Authority staff and the GEC, staff has determined that the Scope of Services addresses the anticipated project requirements and the level of effort and that the fee is appropriate. Therefore, Approval of the Contract and Work Authorization No. 1 is recommended.

Reference documentation: Draft Resolution
Draft Contract and Work Authorization No. 1

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

CONTRACT FOR ENGINEERING SERVICES

Cost Plus Fixed Fee,
Unit Cost, Lump Sum, or Specified Rate
Specific Deliverable with Work Authorizations

THIS CONTRACT FOR ENGINEERING SERVICES (the "Contract") is made by and between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas 78705, hereinafter called "Mobility Authority," and Rodriguez Transportation Group, Inc., having its principal business address at 11211 Taylor Draper Lane, Suite 100 Austin, Texas 78759 hereinafter called "Engineer," for the purpose of contracting for engineering services.

WITNESSETH

WHEREAS, the Mobility Authority desires to contract for engineering services generally described as transportation and engineering design services (the "Services"); and,

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

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

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

AGREEMENT

ARTICLE 1
SCOPE OF SERVICES

The Engineer will furnish items and perform those services for fulfillment of the Contract as identified in Exhibit B of the Attachment B - Work Authorization(s). All Services provided by the Engineer shall comply with the terms and conditions of this Contract and any Work Authorizations issued pursuant hereto, and shall conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE 2
COMPENSATION

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

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

Direct Labor Cost x (1.0 + OH Rate) x (1.0 + Profit (%)).

where Direct Labor Cost equals salary divided by 2080; OH Rate equals the Engineer's most recent auditable overhead rate under 48 C.F.R. Part 31, Federal Acquisition Regulations (FAR 31) or otherwise approved overhead rate pursuant to subarticle 2.B; and Profit (%) reflects a twelve percent (12%) profit. The range of Direct Labor Costs for the classifications of employees working for the Authority as of the effective date of this Agreement is reflected in Attachment A. Revisions to Direct Labor Cost ranges for employee classifications and the auditable overhead rate may be proposed no more frequently than once per calendar year, and are subject to the written approval of the Executive Director or his designee. No increase shall be made to the specified profit percentage. The first adjustment to the auditable overhead rate shall be considered no earlier than one year after the execution of this contract. All adjustments shall be agreed to in writing by the Mobility Authority prior to implementation, and the Mobility Authority shall have the right to review and/or audit the Engineer's Direct Labor Costs and auditable overhead rates upon written request. Once approved, the range of Direct Labor Costs and auditable overhead rate will be used going forward until the next annual adjustment is approved. Changes to the auditable overhead rate will not be applied retroactively to Direct Labor Costs incurred in the previous year. If the Engineer or a sub consultant of the Engineer does not have a Far 31 overhead rate, they may submit, for Mobility Authority approval, alternate documentation supporting an appropriate auditable overhead rate. If an auditable overhead rate is not submitted or available, fixed hourly rates must be submitted per subarticle 2.I. During the term of this Agreement the Engineer shall provide to the Executive Director or his designee, prior to requesting any adjustment to its auditable overhead rate, a copy of the report establishing a new FAR rate for the Engineer.

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

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

C. Expenses. As indicated above, and subject to the terms of any Work Authorization, the compensation computed in accordance with subarticles 2.A. and B. is anticipated by the Mobility Authority and the Engineer to be full and sufficient compensation and reimbursement for the Services, and includes all customary out-of-pocket expenses

anticipated to result from the Engineer's performance under the Contract that are included in the computation of the auditable overhead rate, such as office supplies, telecommunications systems, postage, general photocopying, computer hardware/software and service charges, and similar costs. To the extent not otherwise included in the Engineer's auditable overhead rate, non-reimbursable expenses shall also include all tolls incurred by Engineer or any of its sub consultants in connection with the performance of the Services. Notwithstanding the foregoing, the Engineer shall be entitled to reimbursement for reasonable out-of-pocket expenses actually incurred by the Engineer that are necessary for the performance of its duties under this Contract and which are not included in the auditable overhead rate, said expenses being limited to travel costs (at rates which may not exceed those applicable to Mobility Authority employees), printing costs, automobile expenses being reimbursed at the federal mileage rates for travel originating from the office of the Engineer employee or sub consultant, and other expenses directly approved, in advance, by the Executive Director or his designee. Except for automobile expenses paid at the federal mileage rate and travel paid at state approved rates (if available), all such reimbursement shall be at one-hundred percent (100%) of the actual cost thereof paid by the Engineer to unaffiliated entities; provided, however, that aggregate amounts in excess of $2,000 for which the Engineer intends to seek reimbursement pursuant to this subarticle 2.C. must be approved in advance and in writing by the Executive Director or his designee, except when such advance approval is impractical due to a bona fide emergency situation. Except as otherwise authorized in a validly issued Work Authorization, and only then to the extent reimbursable by the Texas Department of Transportation ("TxDOT") under the terms of any form of financial assistance agreement, the Mobility Authority shall not reimburse the Engineer for travel, lodging, and similar expenses incurred by the Engineer to bring additional staff to its local office or to otherwise reassign personnel to provide basic engineering support of the Engineer's performance of the Services, provided, however, that the Mobility Authority shall reimburse, but only in accordance with the terms of this subarticle 2.C., such costs incurred by the Engineer to bring to its local office or the Mobility Authority's facilities, with advance approval by the Executive Director or his designee, staff with specialized skills or expertise required for the Services and not customarily available from a staff providing general consulting civil engineering services of the type described in this agreement. . .

Engineer acknowledges that all expenses and costs paid or reimbursed by the Mobility Authority using federal or state funds shall be paid or reimbursed in accordance with, and subject to, applicable policies of the Mobility Authority and other applicable state and federal laws, including the applicable requirements of OMB Circular A-87, which may reduce the amount of expenses and costs reimbursed to less than what was actually incurred.

D. Non-compensable Time. Time spent by the Engineer's employees or sub consultants to perform services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the Engineer's personnel or sub consultants in an administrative or supervisory capacity not related to the performance of the Services shall not be compensable. Time spent on work that is in excess of what would reasonably be considered appropriate for the performance of such Services shall not be compensable.

E. Effect of Payments. No payment by the Mobility Authority shall relieve the Engineer of its obligation to deliver timely the Services required under this Contract. If after approving or paying for any service, product or other deliverable, the Mobility Authority determines that said service, product or deliverable does not satisfy the requirements of this Contract, the Mobility Authority may reject same and, if the Engineer fails to correct or cure same within a reasonable period of time and at no additional cost to the Mobility Authority, the Engineer shall return any compensation received therefore. In addition to all other rights provided in this Contract, the Mobility Authority shall have the right to offset any amounts owed by the Engineer pursuant to the terms of this Contract upon providing the Engineer prior written notice thereof.

F. No Adjustments to Direct Labor Costs and Auditable Overhead Rate. Except as otherwise expressly provided in subarticle 2.A. above, the Mobility Authority and the Engineer shall not make adjustments to the Direct Labor Costs or the auditable overhead rate during the term of this Contract. The Mobility Authority and the Engineer do not anticipate that any services, work, deliverables or expenses of any nature shall be undertaken or incurred by the Engineer on behalf of the Mobility Authority that constitute "Extra Work" or otherwise fall outside the terms of this Contract. Unless the parties otherwise expressly agree in writing to the contrary, all work of any nature undertaken by the Engineer or its sub consultants during the term of this Contract on behalf of the Mobility Authority shall be conclusively presumed to have been undertaken under, and be subject to, the terms of this Contract.

G. Commercial Pricing. Federal Acquisition Regulations allow for payment of direct auditable expenditures and commercial pricing of certain products. The Engineer may engage in commercial pricing when legally permissible, not in contravention of federal regulations, and subject to express approval by the Board of Directors.

H. Taxes. All payments to be made by the Mobility Authority to the Engineer pursuant to this Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, *et seq*., of the Texas Tax Code. The Engineer shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Mobility Authority under this Contract on a tax-free basis pursuant to the Authority's tax-exempt status described in subarticle 2.H. This provision applies only to the extent the Authority's tax exempt status can reasonably be extended to purchases made directly by the Engineer.

I. Compensation of Sub Consultants. It is anticipated that the Engineer may utilize the services of sub consultants to respond to certain assignments under this Contract. The selection and services to be assigned to sub consultants must be approved in advance by the Executive Director or his designee. All sub consultants providing services under this Contract shall be subject to, and compensated or reimbursed in accordance with, all requirements of Article 2, provided that each sub consultant shall utilize (i) its own Direct Labor Costs and (ii) if available, its own auditable overhead rate. For sub consultants that do not have auditable overhead rates computed in accordance with 48 C.F.R. Part 31, the Engineer shall provide a schedule of sub consultant billing rates or alternative overhead rate pursuant to subarticle 2.B for

the Mobility Authority's review and written approval by the Executive Director or his designee (including any periodic adjustments thereto).

ARTICLE 3
PAYMENT REQUIREMENTS

A. Monthly Invoices. The Engineer shall request payment for Services rendered and costs incurred by submitting the original and one copy of an itemized invoice in a form acceptable to the Mobility Authority. The Engineer is authorized to submit requests for payment no more frequently than monthly and no later than one-hundred and twenty (120) days after costs are incurred.

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

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

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

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

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

(2) In the event that invoices are not submitted on a monthly basis, a monthly submittal of the progress report information will be required nevertheless;

(3) The Mobility Authority and/or the GEC Manager (as defined below) will review the invoices for supporting documentation, compliance with the Contract, and consistency with the submitted progress report;

(4) The invoice will either be recommended for approval by Mobility Authority and/or GEC Manager, or the Mobility Authority and/or GEC Manager will return it to the Engineer for required correction; and

(5) Upon satisfactory review and approval of the invoice, the Mobility Authority will submit it to the Mobility Authority CFO for payment.

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

ARTICLE 4
WORK AUTHORIZATIONS

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

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

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

D. No Guaranteed Work. Work Authorizations will be issued at the sole discretion of the Mobility Authority. While it is the Mobility Authority's intent to issue Work

Authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

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

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

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

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

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

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

ARTICLE 5
SCHEDULE

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

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

C. Audits. If federal or state funds are used to reimburse costs incurred under this Contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation and TxDOT.

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

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

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

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

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

ARTICLE 6
SUSPENSION OF WORK AUTHORIZATION

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

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

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

ARTICLE 7
CHANGES IN WORK

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

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

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

ARTICLE 8
OWNERSHIP OF DATA

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

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

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

ARTICLE 9
PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

ARTICLE 10
PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

ARTICLE 11
SUBCONTRACTING

A. Prior Approval. The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this Contract unless specified in an executed Work Authorization or otherwise without prior written approval from the Mobility Authority.

B. DBE Compliance. The Engineer's subcontracting program shall comply with the requirements of Exhibit E of the Work Authorization (DBE Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in this Contract and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Mobility Authority to the Engineer.

D. Prior Review. Subcontracts for professional services in excess of $25,000 may be reviewed by the Mobility Authority, in its sole discretion, prior to performance of work thereunder.

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

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

ARTICLE 12
INSPECTION OF WORK

A. Review Rights. The Mobility Authority, TxDOT, and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Mobility Authority, state or federal representatives in the performance of their duties.

ARTICLE 13
SUBMISSION OF REPORTS

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

ARTICLE 14
VIOLATION OF CONTRACT TERMS

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

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

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

ARTICLE 15
TERMINATION

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

(1) by mutual agreement and consent, in writing from both parties;

(2) by the Mobility Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the Services set forth herein in a satisfactory manner or if the Engineer violates the provisions of Article 22, Gratuities, or Exhibit E, DBE Requirements;

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

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

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

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

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

D. Calculation of Payments. The Mobility Authority shall use the fee structure established by the applicable Work Authorization in determining the value of the work performed up to the time of termination. In the event that a cost plus fixed fee basis of payment

is utilized in a Work Authorization, any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

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

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

ARTICLE 16
COMPLIANCE WITH LAWS

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

ARTICLE 17
INDEMNIFICATION

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

OR LIABILITIES. IN THE EVENT THE MOBILITY AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS (AS DEFINED ABOVE), IS/ARE FOND TO BE PARTIALLY AT FAULT, THE ENGINEER SHALL, NEVERTHELESS, INDEMNIFY THE MOBILITY AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE ENGINEER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OR TO THEIR CONDUCT.

ARTICLE 18
ROLE OF GENERAL ENGINEERING CONSULTANT

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

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

ARTICLE 19
ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer shall have total responsibility for the accuracy and completeness of the documents prepared under this Work Authorization and shall check all such material accordingly. The documents will be reviewed by the Mobility Authority's GEC, as defined in Article 18 above, for conformity with the Mobility Authority's procedures and the terms of the Contract, as well as coordination with adjacent contracts. Review by the GEC does not include detailed review or checking of designs or major components and related details or the accuracy with which such designs are depicted in the plans. The responsibility for accuracy and completeness of such items shall remain solely that of the Engineer. The Engineer shall promptly

make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

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

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

D. Resealing of Documents. Once the work has been sealed and accepted by the Mobility Authority, the Mobility Authority, as the owner, will notify the Engineer, in writing, of the possibility that a Mobility Authority engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

ARTICLE 20
NONCOLLUSION

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

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

ARTICLE 21
INSURANCE

The Engineer and all subproviders shall furnish the Mobility Authority a properly completed Certificate of Insurance approved by the Mobility Authority prior to beginning work under the Contract and shall maintain such insurance (and the Professional Liability Insurance discussed herein) through the Contract period. The Engineer shall provide proof of insurance in a

form reasonably acceptable by the Mobility Authority. The Engineer certifies that it has and will maintain insurance coverages as follows:

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

Bodily Injury	$1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence $2,000,000 for aggregates

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

B. Professional Liability Insurance. Engineer shall provide and maintain professional liability coverage, with limits not less than $5,000,000 per claim and $5,000,000 aggregate. The professional liability coverage shall protect against any negligent act, error or omission arising out of design or engineering activities, including environmental related activities, with respect to the project, including coverage for negligent acts, errors or omissions by any member of the Engineer and its subcontractors and subconsultants (including, but not limited to design subcontractors and subconsultants) of any tier.

C. Workers Compensation. Engineer shall provide and maintain worker's compensation insurance coverage with statutory benefits, and Employers Liability insurance coverage, with limits not less than $1,000,000.

D. Automobile Liability Insurance. Engineer shall provide and maintain automobile liability insurance coverage in the amount of $1,000,000 per occurrence for bodily injury and property damage.

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

ARTICLE 22
GRATUITIES

A. Employees Not to Benefit. Mobility Authority policy mandates that employees of the Mobility Authority shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the Mobility Authority under

this Contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Mobility Authority.

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

ARTICLE 23
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The Engineer agrees to comply with the requirements set forth in Exhibit E, DBE Requirements, of the Work Authorization and the assigned goal established by the Mobility Authority.

ARTICLE 24
MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

ARTICLE 25
CIVIL RIGHTS COMPLIANCE

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

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

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

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

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

(1) withholding of payments to the Engineer under the Contract until the Engineer complies; and/or

(2) cancellation, termination, or suspension of the Contract, in whole or in part.

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

ARTICLE 26
PATENT RIGHTS

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

ARTICLE 27
DISPUTES

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

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR CONTRACTS SUPERSEDED

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

ARTICLE 31
CONFLICT OF INTEREST

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

B. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Contract, the Engineer certifies by executing this Contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

ARTICLE 32
ENTIRETY OF AGREEMENT

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

ARTICLE 33
SIGNATORY WARRANTY

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

ARTICLE 34
NOTICES

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

Engineer:	**Mobility Authority:**
Robert Carrillo, P.E. Rodriguez Transportation Group, Inc. 11211 Taylor Draper Lane, Suite 100 Austin, Texas 78759	Wesley M. Burford, P.E. Director of Engineering Central Texas Regional Mobility Authority 3300 N. IH35 Suite 300 Austin, Texas 78705

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

ARTICLE 35
BUSINESS DAYS AND DAYS

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

ARTICLE 36
INCORPORATION OF PROVISIONS

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

ARTICLE 37
PRIORITY OF DOCUMENTS/ORDER OF PRECEDENCE

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

A. Supplemental Work Authorizations;

B. Work Authorizations;

C. Contract Amendments;

D. This Contract.

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

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

THE ENGINEER	**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Mike Heiligenstein
(Printed Name)	
_____	Executive Director
(Title)	
_____	_____
(Date)	(Date)

Attachments and Exhibits to Contract for Engineering Services

Attachments	**Title**
A	Rate Schedule
B	Work Authorization
C	Supplemental Work Authorization

ATTACHMENT A

Cost Plus- Rate Schedule

	Hourly Salary Range	
	Min	Max
Senior Project Manager	$65.60	$80.50
Senior Engineer	$62.70	$78.50
Project Engineer	$54.50	$57.70
Design Engineer	$39.70	$48.50
EIT	$20.00	$30.00
Senior Engineer Specialist	$53.80	$56.40
Senior Engineer Tech	$38.10	$42.00
Engineer Tech	$36.00	$37.60
Admin/Clerical	$15.00	$22.00

ATTACHMENT B

WORK AUTHORIZATION
WORK AUTHORIZATION NO. ____
CONTRACT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked and documented as detailed in Exhibits E, F, and G.

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

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

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

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

THE ENGINEER	**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	Mike Heiligenstein
_____	_____
(Title)	Executive Director
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget
E	DBE Participation Forms (E-1 through E-7)
F	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Exhibit E Instructions
G	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Exhibit E Instructions

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT C

WORK SCHEDULE

EXHIBIT D

FEE SCHEDULE/BUDGET

EXHIBIT E

INSTRUCTIONS
DBE PARTICIPATION

The following pages contain seven (7) different forms (Forms E-1 through E-7) covering participation of DBE providers and subproviders. The correct form to use is determined by whether or not a DBE goal has been set for the contract. The following pages contain separate reporting forms for federally funded DBE participation. **Select the forms that are appropriate for your contract and <u>delete the rest</u> along with these instructions from the Work Authorization.**

Federally Funded Contracts
Exhibit F, Disadvantaged Business Enterprise (DBE) for Federal-Aid Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Forms E-1, E-2, E-3, E-4, E-5, E-6 and E-7. Examples of each form required is included in the contract. The native forms that will need to be submitted can be downloaded from the Mobility Authority's website. ♦ Note: a completed Form E-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the Form E-2. ♦ Form E-4 must be submitted monthly to the Mobility Authority even if there is no invoice being submitted or subcontracting to report. ♦ Form E-4 must be submitted with each invoice to the appropriate agency contact for payment.
Exhibit G, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are E-3 and E-5 forms. Examples of each form required is included in the contract. The native forms that will need to be submitted can be downloaded from the Mobility Authority's website. ♦ Note: If subcontractors are used, the required forms would be Forms E-1, E-2, E-3, E-4, E-5, E-6 and E-7. A copy of each form required is in the contract. ♦ Form E-4 must be submitted monthly to the Mobility Authority even if there is no invoice being submitted or subcontracting to report. ♦ Form E-4 must be submitted with each invoice to the appropriate agency contact for payment.
Form E-4, Texas Department of Transportation/Mobility Authority Subprovider Monitoring System for Federally Funded Contracts. This is a DBE Monthly Progress Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the Mobility Authority even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Form E-7, Federal Subprovider and Supplier Information Required for all federally funded contracts.

FORM E-1

Central Texas Regional Mobility Authority
Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: ____% Federally Funded ____ State Funded ___

Prime Provider:_____ Total Contract Amount: _____

Prime Provider Info: DBE ___ HUB ___ Both ___

Vendor ID #: _____ DBE/HUB Expiration Date: _____

(First 11 Digits Only)

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

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

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

Total DBE **or** HUB Commitment Dollars $_____

Total DBE **or** HUB Commitment Percentages of Contract _____%
(Commitment Dollars and Percentages are for Subproviders only)

FORM E-2

Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:	**County:**	**Contract-CSJ:**

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
			Total		

Add Ro

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
DBE:		Name/Title (please print):
Vendor No.:		
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
Subcontractor (if the DBE will be a second tier sub):		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

FORM E-3

Texas Department of Transportation

DBE Prime Contractor To Non-DBE Subcontractors

Form SMS.4902
(Rev. 05/08)

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

Name of Non-DBE Subcontractor	$ Amount Paid This Period	Total $ Amount Paid to Date

Send this report to the District DBE Coordinator. Report is due within 15 days following the end of each calendar month.

Signature: _____ Date:
_____ Company Official

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-4

TxDOT Department of Transportation
DBE Monthly Progress Report

Form SMS. 4903
(Rev. 05/08)

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____% DBE Goal Dollars: _____

Vendor Number	Name of DBE Sub/Supplier	* RC or RN	** DBE $ Amt Paid for Work Performed this Period (X)	*** $ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.
**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.
*** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately.

Any changes to the DBE commitments approved by the department must be reported to the area engineer.*

Submissions of this report for periods of negative DBE activity is required. This report is required until all DBE subcontracting or material supply activity is completed.
I hereby certify that the above is a true and correct statement of the amounts paid to the DBE firms listed above.

Signature: _____ Date: _____

This report must be sent to the are engineer's office within 15 days following the end of the calendar month.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-5

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

Contract #: _____ Original Contract Amount: _____

Date of Execution: _____ Approved Supplemental Agreements: _____

Prime Provider: _____ Total Contract Amount: _____

Work Authorization No. _____ Work Authorization Amount: _____

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

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

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Contract Manager/Managing Office
1 Copy – CTRMA DBE Liaison, c/o HNTB or Atkins, _____, Austin, Texas

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

Print Name - Company Official /DBE Liaison Officer	Signature	Phone	Date
Email		Fax	

FORM E-6

DBE Final Report

Form SMS. 4903
(Rev. 09/10)

The DBE final report form should be filled out by the contractor and submitted to the appropriate district office upon completion of the project. One copy of the report must be submitted to the area engineer's office. The report should reflect all DBE activity on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

Project: _____ Contract CSJ: _____

County: _____ Control Project: _____

Letting Date: _____ DBE Goal: _____

Contractor: _____ Contract Amount: _____

Vendor Number	Name of DBE Sub/Supplier	* RC or RN	** DBE $ Amt Paid for Work Performed this Period (X)	*** $ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.
**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.
*** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Was there a project under-run caused by a TxDOT change order that impacted DBE Goal attainment?
_____ Yes _____ No Change Order Number _____

This is to certify that _____ % of the work was completed by Disadvantaged Business Enterprises as stated above.

By _____ Per: _____
Name of General Contractor Contractor's Signature

Subscribed and sworn to before me, this _____ day of _____, A.D. _____

_____ _____
Notary Public **County**

FORM E-7

Federal Subprovider and Supplier Information

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

Name	Address	Phone Number

The information must be provided and returned with the contract.

_____ _____

Signature Date

_____ _____ _____

Printed Name Email Phone#

EXHIBIT F

Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts
Special Provision

1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's ("DOT") policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.

2) **POLICY.** It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the Mobility Authority has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:

a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.

b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.

c. When submitting the contract for execution by the Mobility Authority, the Provider must complete and furnish Form E-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Form E-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Form E-1 is required at the time of submitting the contract for execution by the Mobility Authority. Form E-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Mobility Authority. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.

d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Mobility Authority; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but

as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

3) **DEFINITIONS.**

a. "Mobility Authority" means the Central Texas Regional Mobility Authority.

b. "Department" means the Texas Department of Transportation (TxDOT).

c. "Federal-Aid Contract" is any contract between the Mobility Authority and a Provider which is paid for in whole or in part with U. S. Department of Transportation ("DOT") financial assistance.

d. "Provider" is any individual or company that provides professional or technical services.

e. "DBE Joint Venture" means an association of a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

f. "Disadvantaged Business Enterprise" or "DBE" means a firm certified as such by the Department in accordance with 49 CFR Part 26 and listed on the Department's website under the Texas Unified Certification Program.

g. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

h. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

i. "DBE Liaison" shall have the meaning set forth in Section 5.e. herein.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise participation in the work to be performed under this contract is _____% of the contract amount. This goal is established in accordance with the provisions of the MOU.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Mobility Authority on Form E-3.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Department's Director of the Business Opportunity Programs Office or the Mobility Authority's DBE Liaison determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Department or the Mobility Authority, as appropriate.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Mobility Authority that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Form E-2 for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Mobility Authority. The Mobility Authority may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer ("DBE Liaison") who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts. Under the terms of the MOU, only DBEs certified as eligible to participate on Department roadway construction projects and listed on the Department's website under the Texas Unified Certification Program are eligible to participate on Mobility Authority roadway construction projects.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in the Department's DBE program and adopted by the Mobility Authority under the terms of the MOU.

c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Mobility Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Mobility Authority.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment reported (Form E-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Forms E-4 and E-5), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent monthly to the Mobility Authority as provided in Section 8.b. below and should also be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported. These reports will be required until all subprovider activity is completed.** The Mobility Authority may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.

c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Mobility Authority, the Department or the DOT.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Form E-6), detailing the DBE payments. The Final Report is to be sent to the Mobility Authority and one (1) copy is to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Mobility Authority and/or the Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of DBE Monthly Progress Reports (Form E-4), submitted to the Mobility Authority by the Provider indicating his progress in

achieving the DBE contract goal, and by compliance reviews conducted by the Mobility Authority or the Department. The DBE Monthly Progress Report (Form E-4) must be submitted at a minimum monthly to the Mobility Authority, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall immediately contact the Mobility Authority in writing if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;

(2) A DBE firm does not perform a commercially useful function;

(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;

(4) Payment is made to a broker or a firm with a brokering-type operation; or

(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Mobility Authority reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

EXHIBIT G

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts Special Provision

It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and it is the DOT's policy that a maximum feasible portion of the Department's and the Mobility Authority's overall DBE goal be met using race-neutral means. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the CTRMA has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Form E-3. Payments to DBEs reported on Form E-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Mobility Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Mobility Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Mobility Authority or other such remedy as the Mobility Authority deems appropriate.

ATTACHMENT C

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
CONTRACT FOR ENGINEERING SERVICES

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

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

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

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

THE ENGINEER	**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	Mike Heiligenstein
_____	_____
(Title)	Executive Director
_____	_____
(Date)	(Date)

ATTACHMENT B

WORK AUTHORIZATION
WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4 of the Contract for Engineering Services (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the Mobility Authority) and Rodriguez Transportation Group (the Engineer) dated October 29, 2014.

PART I. The Engineer will perform engineering services generally described as transportation engineering and design services for SH 45 SW in accordance with the project description attached hereto as Exhibit B and made a part of this Work Authorization. The responsibilities of the Mobility Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $6,963,708 and the method of payment is Cost Plus. This amount is based upon the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule/Budget, which is attached and made a part of this Work Authorization. DBE participation shall be tracked and documented as detailed in Exhibits E, F, and G.

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

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

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

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

THE ENGINEER	**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Mike Heiligenstein
(Printed Name)	
_____	Executive Director
(Title)	
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibits	Title
A	Services to Be Provided by the Mobility Authority
B	Services to Be Provided by the Engineer
C	Work Schedule
D	Fee Schedule/Budget
E	DBE Participation Forms
F	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts
G	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

EXHIBIT A

SERVICES TO BE PROVIDED BY THE MOBILITY AUTHORITY

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

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

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The Design Consultant Engineer, herein referred to as the "Engineer", shall be responsible for the work described in this Scope of Services for the SH 45 SW Project from the vicinity of FM 1626 to west of South Loop 1 (approximate length = 4 miles) herein referred to as the "Project". The Engineer will coordinate with Mobility Authority Staff and their General Engineering Consultant, herein referred to as the "Mobility Authority".

The major elements of work include the following:
Notice to Proceed 1 (NTP 1) - The work to be performed under this NTP will include initial data collection and preliminary design for the Project. Major tasks include: Environmental (evaluate compliance and planning documents, provide summary of environmental permits, issues and commitments, ongoing stakeholder coordination), Data Collection (geotechnical survey, pavement design report, design survey, SUE and other surveys), Drainage (hydrologic studies, preliminary hydraulic analysis/design, water quality evaluation), public involvement and stakeholder coordination (Context Sensitive Design support, presentation support, reporting support) and preliminary design including: geometric alignments, bridge type/size/location studies, preliminary structural design for bridges and retaining walls, cross section development, intersection design/configuration, preliminary traffic control plans, bicyclist/pedestrian accommodations, assessment of landscape and aesthetic issues, identify potential utility conflicts, establish preliminary illumination locations, cost estimates.

Notice to Proceed 2 (NTP 2) - The work to be performed under this NTP will include continuation of public involvement and stakeholder coordination, finalization of reports and studies, and final design and the preparation of the PS&E documents for the Project. Major design tasks include: Environmental (State IES Re-evaluation (if needed), preparation of environmental compliance management plan (ECMP), WPAP, ongoing karst and water quality coordination), Roadway (geometry, SUP, retaining walls, earthwork, plan production), Drainage (H&H studies, culvert and storm drain, water quality design and coordination), Structures (bridges, spread footing walls, SUP, water quality ponds, miscellaneous drainage structures, toll gantries, foundations), Traffic (pavement markings, small and large signs, overhead sign structures, signalization, illumination, toll facility infrastructure, ITS system duct banks) and Miscellaneous (traffic control plans, guardrail, landscape planting and hardscape) and any other incidental items necessary for the proposed project.

The Engineer shall coordinate with the Mobility Authority prior to a particular task being started.

The design progression shall be as follows:

Data Collection/Preliminary Design (NTP 1) – Conduct surveys, gather available data and distribute to the project team. Perform studies that will assist with preliminary design as identified above.

Preliminary Design (NTP 1) – Review and refine horizontal/vertical geometry, proposed typical sections, preliminary bridge and retaining wall layouts, cross sections, intersection configuration, traffic control phasing narrative, SUP alignments, landscape locations, and utility assessment for the design segment. The Engineer shall prepare a draft drainage impact study, geotechnical reports, pavement design report, and a preliminary construction cost estimate.

60% Design (NTP 2) - Prepare 60% plans for the roadway, striping, large guide signs, proposed structures, illumination, signals, toll facilities infrastructure, ITS, Shared-Use Path, water quality and drainage design.

Pre-Final Submittal (NTP 2) - Prepare 100% plans, specifications, and quantity estimate for the Project and all supporting documents.

Final Submittal (NTP 2) – The final submittal shall be signed and sealed by a Professional Engineer registered in the State of Texas and provided in hard copy, electronic, and *.pdf formats with all comments resolved.

1.01 NTP 1 - Environmental Document Review/Coordination

Major elements of work include the following: The Engineer will provide a summary of all environmental permits, issues and commitments included in current planning documents (State EIS and related coordination, Green Mobility Challenge, etc…) in order to ensure that all commitments are carried forward into construction and operation of the Project. Engineer will coordinate with TxDOT and the Mobility Authority to assess the required actions that may be associated with design modifications (if any) that result from preliminary design and final design phases. The Engineer will coordinate with other agencies regarding environmental protection measures to be incorporated into the project design only when directed by the Mobility Authority.

A. The design progression shall be as follows: compile commitments from State EIS and other documents for inclusion in project design; provide tracking table to ensure that commitments are included in detailed design documents; review construction plans from other local projects in environmentally sensitive areas in order to ensure that state-of-the-art controls are included in the final design.

B. A procedure for compiling and managing the Administrative Record will be completed and maintained throughout all phases of the Project. Respond to requests from the Mobility Authority and TxDOT related to providing records including open records

requests. Any additional required litigation support would be carried out under an additional scope and budget.

1.02 NTP 1 – Public Involvement and Stakeholder Coordination

A. The Engineer will provide support for various meetings, coordination, and communication with the public and other agencies as requested by the Mobility Authority. Support will include providing information for website and information sheet development. When requested by the Mobility Authority, the Engineer will coordinate with the various interested agencies involved. These agencies include, but are not necessarily limited to TxDOT, Barton Springs/Edwards Aquifer Conservation District (BSEACD), City of Austin, Hays & Travis County, City of Hays, Violet Crown Trail, Texas Parks and Wildlife Department, U.S. Fish and Wildlife Service and the TCEQ.

1.03 NTP 1 - Data Collection

A. The Engineer shall collect, review and evaluate data described below. :

1. Available "as-built plans", existing schematics, right-of-way maps, SUE mapping, existing cross sections, existing planimetric mapping, etc.
2. Gather available floodplain information and studies, the Federal Emergency Management Agency, the Corps of Engineers, local municipalities and other governmental agencies as necessary to complete the design.
3. Information prepared by others such as; draft and final Environmental Documents (State EIS), driveway permits, utility permits, draft toll systems facility infrastructure guidelines, etc.

The Engineer is responsible for any adjustments to electronic files received by others, as described above, in order to ensure that the position of all files are on the exact same georeferenced coordinate system as the Project's Control.

B. The Engineer will perform sufficient field investigations to gather information for the development of the construction plans.

1.04 NTP 1 - Geotechnical Investigation

A. General Requirements

For all investigations, the Engineer shall:

1. Perform all geotechnical investigations and testing according to TxDOT's Geotechnical Manual and TxDOT's Pavement Design Manual (latest editions) and TxDOT's Test Methods, or ASTM Standards if no corresponding TxDOT Methods exist.

2. The Engineer shall obtain right of entry, right to clear trees and other related environmental permits that may be needed for geotechnical investigations.
3. The Engineer shall be responsible for arranging for utility locations prior to boring.
4. Provide a traffic control plan in accordance with TxDOT Standards for all work to be performed adjacent to traffic.
5. Perform limited Ground Penetration Radar (GPR) and/or Electrical Resistivity Tomography (ERT) or Seismic Refraction Tomography (SRT) at selected structure locations to identify suspect voids or karst features and recommend locations for confirmation borings or further testing.
6. Record GPS coordinates of each bore hole using hand-held GPS unit utilizing project survey control. Bore holes will be marked for surveying of ground elevations and coordinates in order to locate in the plans.
7. Backfill borings, less than 20 feet with cuttings from the boring or gravel. Patch pavements with cold mix asphalt or concrete (match existing paving surface of affected road or drive. All borings with depths greater than or equal to 20 feet must be plugged with a non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring or gravel. All borings must be backfilled or plugged within four (4) days of completion of the drilling operations. Voids may be filled with gravel.
8. Supplement existing boring logs performed by others with new borings for the pavement design and the design of bridge structures, retaining walls, sign structures and toll gantries. All proposed boring locations shall be identified by the Engineer, reviewed and approved by the designated karst specialist and the Mobility Authority prior to performing geotechnical investigations.
9. If requested by the Mobility Authority the Engineer shall provide specialty equipment or added protections during boring operations. There shall be a separate written notice to proceed and separate reporting in the invoice for this task.

B. Pavement Design

The Engineer will:

1. Review the Pavement Design Report and existing boring logs performed by others and make recommendations for adjustments if deemed beneficial or warranted.
2. Perform coring of existing pavement along North and South Loop 1, West and East SH 45 and at Bliss Spillar Road as necessary to identify the existing pavement structure.
3. Supplement existing borings performed by others as necessary to complete the pavement design. Proposed boring locations shall be identified by the Engineer in accordance with the latest edition of the TxDOT's Pavement Design Manual.

4. Laboratory - Sample the subgrade soils for classification testing purposes, including a minimum of two (2) Atterberg Limits, two (2) moisture content, two (2) percent (%) passing the number 4, 40 and 200 sieve, one (1) organic content and one (1) sulfate content tests per boring. Additionally, three (3) lime series (pH and PI) curves shall be performed on bulk subgrade samples along the alignment as well as two (2) TxDOT Triaxial Tests (Tex-117E, Part 2, Accelerated Method).
5. The pavement design shall include a sections for temporary detour pavement used during construction and options for a rigid and flexible pavement section. Both options will include a Permeable/Porous Friction Course (PFC) pavement wearing surface.

C. Bridges

The Engineer will:

1. Existing and proposed boring logs shall be reviewed to determine if alternative foundation design concepts, such as micropiles, are feasible for further study.
2. Supplement existing boring and boring logs performed by others as necessary to complete the bridge design. Bridge borings shall be drilled to a minimum depth of 50’ below top of existing ground.
3. Analyze subsurface conditions and Cone Penetration Test (TCP) test results for each bridge location.
4. Develop recommendations for suitable foundation type, allowable bearing and skin friction resistance in bedrock, and minimum required penetration depths for each bridge location. Provide final tip elevations recommendations as they relate to possible vertical design loads.
5. Perform laboratory testing to include: USCS Soil Classification, Atterberg limits, particle size analysis (D50 and D95), moisture content and unconfined compression tests.
6. At bridge locations, for each bent and abutment provide soil parameters and other necessary data so that the structural engineer can determine point-of-fixity. Also included necessary data for lateral analysis of drilled shafts.
7. Identify potential drilled shaft construction problems related to groundwater, caving soils, very hard rock layers or karst features.

D. Retaining Walls

The Engineer will:

1. Supplement existing boring and boring logs performed by others as necessary to complete the retaining wall design. Retaining wall borings shall be drilled to a depth of 20’ below the bottom of proposed walls.

2. Perform laboratory testing to characterize the uniformity and strength for the soils that will be supporting MSE walls and soil and rock conditions for design of drilled shaft walls. Laboratory testing will include: USCS Soil Classification, Atterberg limits, particle size analysis, moisture content, consolidated drained direct shear test and unconfined compression tests.
3. Analyze the bearing, overturning, eccentricity and sliding resistance of the foundation soils at each wall location.
4. Analyze the stability of each wall for rotational stability with respect to deep-seated shearing movements by performing slope stability analyses.
5. Analyze settlement of retaining walls.
6. Analyze global stability of retaining walls
7. Compare anticipated wall applied bearing pressures with the allowable bearing resistance to determine whether or not the foundation soils need to be strengthened to support the walls.
8. For spead footing walls, recommend the design soil lateral earth pressure and provide bearing capacity, sliding and slope stability analyses and evaluate the settlement of the wall.

E. Pavement Design Report

The Engineer will prepare a draft pavement design report that will present recommendations for the proposed pavement designs and include all supporting documentation.

F. Geotechnical Report

The Engineer will prepare a draft geotechnical report that will present recommendations for the design of the bridge foundations, retaining wall foundations, sign structures, and toll gantry foundations including:

1. Site vicinity and geology map.
2. Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
3. Engineering and construction considerations, structural fill requirements and earthwork recommendations.
4. Wincore Version 3.1 logs in English units, laboratory test results, and plan of borings with station and offset and top of hole elevations.
5. Recommended foundation type, minimum embedment, allowable end bearing and skin friction resistance in bedrock.

6. Soil parameters and other data provided to structural engineers for use in determining point-of-fixity of bridge foundations for bridge column design and lateral analysis of drilled shafts.
7. Recommended bearing and sliding resistance for design of MSE walls. Where the allowable bearing resistance is likely to be exceeded by the walls bearing pressure, recommendations for increasing wall anchor lengths or improving the foundation soils will be presented to provide adequate bearing capacity.
8. Rotational stability analyses and settlement analyses results for each retaining wall location. At wall locations where stability and/or settlement may be of concern the Engineer shall develop conceptual approaches to improve the rotational stability and/or settlement. Upon review by the Mobility Authority the Engineer will further develop the selected concept.
9. Identification of potential foundation construction problems with recommendations to mitigate or avoid the problems.
10. Existing boring logs performed by others will be presented in the appendix to supplement the new borings for bridge structures, retaining walls and sign and toll gantry structures. The intent is to have one report for the limits of this project. The Engineer assumes no liability for the accuracy of borings performed by others.
11. Minimum side slope and slope stability recommendations for storm water detention basins.
12. Calculated D50 and D95 soil size within potential scour locations for scour analysis computations.
13. Recommended bearing and sliding resistance of the spread footing walls. Where the allowable bearing resistance is likely to be exceeded by the wall pressure, improving the foundation soil will be presented to provide adequate bearing capacity..
14. Provide recommendations for backfill material and drainage for retaining walls.
15. Geophysical study results will be included with the draft geotechnical report.

G. Deliverables

The Engineer shall:

1. Submit three (3) draft copies of the pavement design report for review and comment to the Mobility Authority. One draft copy of the pavement design report shall also be kept on file with the Engineer for future reference.
2. Submit three (3) draft copies of the geotechnical report for review and comment to the Mobility Authority. One draft copy of the geotechnical report shall also be kept on file with the Engineer for future reference.

1.05 NTP 1 - Supplemental Surveying

A. The Engineer shall coordinate all survey requirements with the Mobility Authority.

B. For purposes of surveying and field investigations, it is anticipated that all efforts will be within the limits of the apparent right-of-way (ROW). If data is needed outside of the limits of the apparent ROW, the Engineer will obtain written right of entry from respective property owners or their authorized representatives and any tenants. The Engineer will contact affected land owners from which ROE has been obtained prior to commencing any work on private property. The Engineer anticipates that the Mobility Authority will handle problems regarding any and all refusal to grant ROE or communication with land owners who are hostile with respect to the completion of this scope of services. The Engineer will document any interactions with land owners while performing the work. Gaining ROE from all land owners in a timely manner, if applicable, will be critical to the success and efficiency in meeting deadlines for this project. If ROE is required for other tasks – the ROE request should include those other tasks even if performed by a different firm.

C. Project Control

The Engineer shall:

Utilize the TxDOT-Austin District VRS network to establish up to twenty (20) primary horizontal and vertical control points. Primary control points (5/8" iron rods with "SAM Control" plastic caps) will be set for horizontal and vertical control in a location that will likely be undisturbed by construction or State maintenance. This project will be placed on the horizontal and vertical datum [NAD83/93/NAVD88 values (Texas State Plane, Central Zone)] with the surface adjustment factor of 1.00011. Elevations will be derived from GPS observations using Geoid 2012A model. Secondary control points (5/8" iron rods with "SAM Control" plastic caps) will be set and tied to primary control as needed. Digital levels will be run through all survey control points to confirm the established elevations.

The Surveyor shall set up to 70 targets along the existing roadway within the below described design survey limits (D.1.a and D.1.d) to be set as control for the Mobile LiDAR collection. The horizontal and vertical values for these targets will be based on the project control and positioned using a minimum of two (2) RTK vectors from the project control set.

D. Topographic Survey

The Engineer shall provide:

1. Supplemental design survey within the Project limits as follows:

a. At the existing intersection of SH 45 and Loop 1 from Escarpment Blvd. to South Bay Lane within the apparent right-of-way (ROW) lines of SH 45 and Loop 1.

b. At the intersection of the proposed SH 45 alignment and the existing Bliss Spillar Road ROW, within the apparent existing ROW of Bliss Spillar Road from the approximately east and west tie locations of proposed Bliss Spillar Road to existing. Approximately 500 feet of survey will be gathered at the east and west tie locations.

c. At the vicinity of Flint Ridge Cave, location of which to be provided. Limits of design survey will be approximately 250 feet east of the Flint Ridge Cave to approximately 250 feet west of the Flint Ridge Cave within the apparent ROW of SH 45 SW. The purpose of this survey is to identify the catch basin boundary for Flint Ridge Cave.

d. Along FM 1626 from approximately 4000 feet south of the intersection of FM 1626 and SH 45 to approximately 2000 feet north of the intersection of FM 1626 and SH 45 within the apparent existing ROW of FM 1626. This task will be performed after the construction of FM 1626 has been completed.

Locating trees within the above described design survey limits is outside the scope of services.

2. Using Mobile LiDAR, collect survey grade data of the main travel lanes within the above described design survey limits of sections D.1.a and D.1.d only. Calibrate point cloud data to the ground control targets set for the project and to itself to ensure sound relative and absolute accuracy. After calibration, fifty (50) foot cross sections shall be extracted for roadway surface, connecting driveways and side streets to radius return, grade breaks, paint striping, jersey barriers, edge of pavement, edge (shoulder line), and crown (physical centerline) only.

   Utilize conventional survey methods to collect supplemental design survey data within all other areas of the above described design survey limits. In such areas, conventional survey methods will be utilized to collect cross-sections and break lines at approximate 50-foot intervals within the above described project limits. Major grade-break lines necessary to produce a one-foot interval contour DTM will be collected, as well as any visible improvements including driveways (with type noted), driveway pipes, drop inlets and drainage structures (noting size, material and flowline elevation), edge of pavement, edge (shoulder) line, crown (physical centerline), guardrail, fences, signs (with text) and mailboxes, visible utilities and visible evidence of underground utilities.

3. Collect design survey data for the existing bridge structures within the above described design survey limits. Bridge structure components to be collected will include the four (4) outside corners of the bridge deck, two (2) points along the toe of each bridge rail within each span, bridge abutments caps, backwalls and wingwalls, interior bent caps,

outside low chord elevations, and column locations (noting size, location, and material) only.

4. Recover ROW monumentation along the existing ROW of SH 45 SW from the intersection of SH 45/South Loop 1 and extending southward approximately 3.5 miles to FM 1626. Monumentation along the existing ROW of SH 45 SW found to be destroyed or obliterated will be re-established one time.

5. Stake the location of up to fifty (50) geotechnical soil borings using X, Y and Z coordinates to be provided by the State. The Surveyor will then locate the fifty (50) drilled soil borings as placed and drilled by the geotechnical consultant.

6. Perform an as-built sag survey for up to ten (10) aerial crossings within the above described design survey limits. The Surveyor shall survey the structure location at ground level, conductor and shield wire attachment points, and up to five (5) points on each conductor and shield wire of each span. At each vertical location (sag point), a ground spot elevation will be collected. As each span is collected, the Surveyor will note the time of day, date, ambient temperature, wind speed, general wind direction, and atmospheric conditions.

7. Collect up to fourteen (14) channel cross sections at the following locations –

   a. Four (4) total at the Danz Creek crossing at South Loop 1. The channel cross sections will be collected at right angles to the channel and will be located at the existing ROW lines of Loop 1 and at the proposed bridge edges.

   b. Six (6) total at the Danz Creek crossing at East and West SH 45. The channel cross sections will be collected at right angles to the channel and will be located at the existing ROW lines of SH 45 and at the proposed bridge edges.

   c. Four (4) total at the Bear Creek crossing at SH 45 SW. The channel cross sections will be collected at right angles to the channel and will be located at the existing ROW lines of SH 45 and at the proposed bridge edges.

   The channel cross sections will include general grade breaks, top of bank, interior channel shelves or benches, edge of water, and the low point(s) or flowline of the creek. The sections shall extend up to 100 feet beyond the top of bank in each direction.

8. Obtain cross sections along the SH 45 SW Corridor at 500' increments for the purpose of verifying the accuracy of the existing aerial data that was provided by others.

9. At the request of the Mobility Authority, provide an existing tree survey within ROW lines of SH 45 from the intersection of SH 45/South Loop 1 and extending southward approximately 3.5 miles to FM 1626. Within these limits hardwood trees eight (8) inches and above in diameter and cedar trees twelve (12) inches and above in diameter will be tagged and located (noting species and diameter).

10. Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits. It may be necessary to obtain permits from TxDOT.
11. Control traffic in and near surveying operations adequately to comply with the latest edition of the Texas Manual on Uniform Traffic Control Devices. In the event field personnel must divert traffic or close traveled lanes, the Engineer shall prepare a Traffic Control Plan for approval by the Mobility Authority prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to Mobility Authority personnel upon request. The Mobility Authority shall be contacted prior to any work in Loop 1, SH 45, and FM 1626 ROW.
12. Merge and append the Mobile LiDAR data and the supplemental design survey data to the original aerial mapping file, as provided by the State, to create a seamless 2D, DTM and TIN file. Bridge data may be in a separate .dgn file. Survey data to be obtained by the Engineer will be developed and delivered in 2D Microstation format. The 3D Microstation file will also be supplied showing all spot points and break lines. The DTM will be compatible with GEOPAK and Microstation and all level symbology, location, and formats will comply with CTRMA's Microstation Graphic File Format prior to delivery. If any AutoCAD to Microstation conversions have taken place, it will be the Surveyors responsibility to ensure all such formatting is maintained.

E. Design Survey Deliverables:

1. Merged and unmerged 2D dgn (V8) file with planimetrics including survey control and bench marks
2. Merged and unmerged 3D MicroStation (V8) file with spot points and break lines clearly delineated on separate levels. Provide combined TIN file.
3. 2D dgn of re-established project horizontal and vertical control verified and provided by the surveyor.
4. ASCII text file containing the survey data points
5. GEOPAK file and field book copies
6. Calibrated .las files of the Mobile LiDAR data
7. Calibration reports
8. Digital imagery acquired by the mobile system

1.06 NTP 1 - ROW Mapping

A. The Mobility Authority will verify the Right of Way map utilizing existing deeds and provide the information to the Engineer. The Engineer will locate ROW makers in the field and set any missing markers.

B. The Engineer shall review and evaluate the existing right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent proposed design elements from extending beyond the proposed Right-of-Way lines.

C. If it is necessary to obtain additional easements and/or right-of-way parcels, the Engineer shall notify the Mobility Authority in writing of the need and justification for such action.

1.07 NTP 1 - Utility Coordination and Design

A. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D – Existing Records: Utilities are plotted from review of available existing records.
2. Quality Level C – Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information.
3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B.
4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

B. The Engineer shall determine the location of all existing utilities within the project area, as described above, using Quality Level D & C standards. The Engineer shall compile "As-Built" information from plans, plats and other location data as provided by utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes will be prepared and delivered to the GEC. It is understood by both the Engineer and the GEC that the line sizes of utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. All above ground appurtenance locations must be included in the deliverable to the GEC. This information will be provided in the latest version of Microstation or Geopak used by the State. The electronic file will be delivered on CD. A hard copy is required and must be signed, sealed and dated by the Engineer.

C. The Engineer shall compile, maintain and update a Utility Conflict List to include phone

log and all correspondence to the utility owners. The Engineer shall provide the most current copy of the conflict list to the GEC at each milestone submittal, and shall be responsible for coordination with utility companies to resolve conflicts. The Utility Conflict List shall identify the owner of the facility, the contact person (with address and telephone number), location of conflict (station and offset), type of facility, expected clearance date, status, effect on construction and type of adjustment necessary.

D. After identifying potential conflicting utilities, and in coordination with the GEC, the Engineer shall arrange for and attend utility meetings with all utility owners and other interested parties or agencies that are identified to be within the proposed project's area. The purpose of this meeting is to ensure that all utility owners and area entities are aware of the scope and relevant details of the proposed project. The Engineer shall be responsible for writing and documenting the meeting minutes and other follow-up work with utility owners, if necessary.

E. The Engineer shall determine prior to the 30% milestone submittal if Quality Level A and B Subsurface Utility Engineering (SUE) will be required for this project.

F. The Engineer shall coordinate with the utility companies. The Engineer shall attend meetings at the 30% Design submittal with the various utility companies to discuss potential conflicts.

G. The Engineer shall incorporate existing utility survey and SUE work into the preliminary design for presentation at a utility coordination meeting.

H. Contact One-Call to facilitate the location of existing buried utilities. Tie the surface features of existing utilities within the project limits as marked by One-Call.

1.08 NTP 1 - Preliminary Design and incorporation of innovative and sustainable components

A. The Engineer shall update project specific geometric and drainage criteria and summarize all design criteria and standards in a revised Design Summary Report (DSR). The Engineer will furnish copies of this report to the Mobility Authority for review and approval prior to preliminary design.

B. The Engineer shall review the current approved Schematic and check all design values to ensure conformance with the design criteria established in the approved DSR. The Engineer shall notify the Mobility Authority if elements of the schematic do not meet the specified Design Criteria.

C. The Engineer shall proceed with preliminary design as follows:

1. The Engineer shall refine the horizontal and vertical alignment elements of the Schematic for conformance to the proposed design criteria.

2. The Engineer shall review the Green Mobility Challenge results and provide recommendations to the Mobility Authority for incorporation of innovative and sustainable components to the project.
3. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super-elevation rate.
4. Schematic refinements shall include changes to cross sections and geometry to optimize and finalize bridge limits and span arrangements, retaining wall limits, location of overhead sign structures and toll gantries, location of Shared Use Path, development of feasible construction sequence, and cost saving measures to reduce construction cost.
5. Coordinate any modifications to the Schematic with the Mobility Authority and TxDOT.
6. Engineer shall support the Mobility in the CSS process by proving engineering input and support at meeting. The Mobility Authority will prepare and provide aesthetic guidelines for the Engineer to incorporate into the final design.
7. The Engineer will coordinate with the Mobility Authority in identifying proposed bridge, retaining wall, detention pond, intersection, and shared use path conditions that would provide an opportunity for applying an aesthetics theme or green mobility approach. The Engineer shall prepare an exhibit to show what aesthetic/sustainable features will be applied to each specific project location. As necessary, preliminary special details shall be developed to address conditions and constraints which require modification to the aesthetic concepts to assure constructability, reduce construction cost and meet the geometric constraints.
8. Notify the Mobility Authority of any additional ROW needs or access easements.
9. Notify the Mobility Authority of any modifications to the Schematic that may have an impact on the environmental documents.

D. The Engineer shall prepare an updated preliminary cost estimate for discussion.

E. Develop updated proposed Cross-Sections. The cross-sections should illustrate utilities at their existing location.

F. At the request of the Mobility Authority, the Engineer may be required to conduct research, produce various special reports, develop multiple alternatives, and produce drawings or exhibits which are not included in the specific tasks identified in this scope. The Engineer shall initiate these efforts after obtaining Mobility Authority approval and shall consider these efforts as part of the Project scope. Budget for these extra tasks shall be allocated and tracked separately from other scoped items.

G. Deliverables:

1. Submit three (3) copies of a Schematic layout illustrating the modified typical sections, horizontal and vertical geometry, bridge limits and bent locations in *.pdf, CADD, and hard copy formats.
2. Submit three (3) roll plots of the proposed design cross-sections including utilities based on the proposed assignments in *.pdf, CADD, and hard copy formats.
3. Submit three (3) copies of the preliminary cost estimate in both electronic and hard copy formats.
4. Provide exhibits indicating locations of sustainability and aesthetic improvements in *.pdf, CADD, and hard copy formats.

1.09 NTP 1 - Roadway Design

A. Basic Plan Sheets

The Engineer will:

1. Prepare the preliminary PS&E Title Sheet.
2. Prepare preliminary Project Layout Sheets at a scale of 1″=200′ that clearly indicates the limits of the entire project.

B. Roadway and Share Use Path (SUP) Plans & Geometry

The Engineer will:

1. Develop preliminary Proposed Typical Sections Sheets for the Project mainlanes, ramps, frontage roads, SUP, and side streets.
2. Develop preliminary Existing Typical Sections Sheets depicting the existing conditions of the project roadways.

C. Grading and Details

The Engineer will:

1. Prepare preliminary Design Cross Sections at 100-foot stations stretching across the entire ROW of the Project as necessary for the determination of cut and fill quantities and limits of disturbance. Cross sections shall display proposed storm sewer and utility elements, including the proposed ITS conduit system.

1.10 NTP 1 - Drainage Design

A. Review existing Drainage Analyses/Reports.

B. Hydraulic Report: Engineer will perform all drainage design with a specific hydrologic and hydraulic study. The Engineer will design and construct the outfalls to avoid any

adverse impacts. The criteria below are meant to clarify and supplement but not supersede the TxDOT Hydraulic Design Manual. Should any apparent conflicts arise, the Engineer should consult the Mobility Authority for clarification.

The Hydraulic Report will include the following:

1. Identify all existing drainage outfalls within the limits of the project. Delineate drainage area boundaries for each drainage outfall including any area outside the limits of the project that drain to the outfall. Existing storm drain systems will be located and analyzed to the extent necessary for this study. Measure the existing impervious cover within each drainage area and compute the time of concentration and runoff curve number for each drainage area.

2. Compute existing condition flows at all outfalls draining into receiving streams. Utilize 24-Hour rainfall depths in the Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas (USGS/TxDOT Report 2004-5041) and rainfall distributions employed in the most recent FEMA studies of the watersheds of interest to compute discharges for 2, 5, 10, 25, 50, 100 yr rainfall frequencies.

3. Delineate proposed condition drainage area boundaries. Include areas that are outside the project that drain to the proposed outfalls. Coordinate the drainage area delineation with adjacent projects, if applicable. Measure the proposed condition impervious cover within each drainage area and compute the runoff curve number and the proposed condition time of concentration. Existing land use condition will be assumed for drainage areas outside the proposed ROW unless there is knowledge of any planned development. The Engineer shall coordinate with the Mobility Authority to obtain any information pertaining to any planned developments adjacent to the Project Corridor. If it is determined that a planned development is eminent and will utilize any part of the Project drainage conveyance system within the SH 45 SW ROW, then the proposed build out conditions of the development shall be used in calculating runoff. Preliminary proposed condition storm drains will be located and sized.

4. Compute proposed condition flows at all proposed outfalls draining into receiving streams. Utilize rainfall data as defined in Paragraph 2 above.

5. Determine hydrologic impacts from the proposed project by comparing the existing and proposed flow rates at each outfall, taking into account the hydrographs from upstream watersheds.

6. For non-FEMA regulated outfalls, the primary criterion for no adverse impact is no more than one foot accumulative increase in water surface elevation of the 100-year flood. Engineer should use HEC-RAS or equivalent modeling approach to evaluate changes in water surface elevation. The community floodplain administrator will be consulted whether or not records are available to determine cumulative impacts from other projects. If such records exist, cumulative effects of other projects should be considered in determining a total one foot impact. Consideration should also be made

to determine if one foot increase of water surface elevation would place additional structures or significant properties in the floodplain and this may necessitate reducing the one foot limit to a lower number for those locations. Impacts of the 2, 5, 10, 25, 50-year events should also be evaluated. Engineer will evaluate (on a case by case basis) structures or properties that could potentially be impacted by comparing levels of the structures or properties with the water surface elevations. Engineer will present results of impact analysis to the Mobility Authority. The decision to mitigate for impacts that are less than the one foot accumulative or due to the 2, 5, 10, 25, 50-year events will be coordinated by the Mobility Authority. Other factors such as cost and significance of water level increase will also be taken into account in the decision.

7. For Bear Creek, Danz Creek and Danz Creek Split, the primary criterion for no adverse impact is no increase in water surface elevation of the 100-year flood for areas outside the project ROW. Engineer shall use HEC-RAS or equivalent modeling approach to evaluate changes in water surface elevation.
8. Determine mitigation alternatives if the proposed project could have an adverse impact. The mitigation alternatives may include storm water detention basins and/or adjustments to proposed drainage area boundaries, possible adjustment to roadway profiles and adjustment of preliminary storm drains to accommodate required mitigation alternatives. Mitigation alternatives will be coordinated with the Mobility Authority and added to the scope of services when approved.
9. If detention is chosen as the alternative for mitigation, the design of the pond will achieve mitigation of impacts for 2, 5, 10, 25, 50, 100 yr rainfall events. In the case where two adjacent drainage areas discharge to the same watercourse, an adverse impact is determined, and it would be difficult to provide detention for one of the areas, the detention pond for the other area could be sized such that the combined proposed flow from both areas does not result in adverse impacts. Consideration should be made on the stream reach that does not receive detention to ensure no adverse impact. Distance downstream for these confluences would be determined on a case by case basis. Engineer will provide proper documentation of such situations to the satisfaction of the Mobility Authority.
10. The Engineer will provide support for the Mobility Authority coordination with the Corps of Engineers, FEMA, TxDOT, the City of Austin for any approvals and permits required.
11. Submit a report that discusses the pertinent site information, analysis assumptions, hydrologic and hydraulic analyses, and the proposed design of any mitigation measures. Report should include a table that lists existing flows, proposed flows without mitigation, and proposed flows with mitigation (if mitigation proposed). A draft report with recommended mitigation measures will be submitted at the Initial Design Submittal. A Final Report with mitigation measures agreed by the Mobility Authority will be submitted at 60% Design Submittal.

C. Scour Analysis

The Engineer will conduct scour analysis of creek crossings for contraction scour conditions and local scour of piers and will provide estimates of total scour depth for use in the design process. Utilize borings from the geotechnical investigation to determine proper treatment under the bridge. The results of the scour analysis should be included in the Drainage Impact Study. Abutments will be protected with stone riprap as needed.

D. Storm Water Pollution Prevention Plan (SW3P)

1. Erosion and Sediment Control Conceptual Layout: Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The Engineer will develop a temporary erosion and sediment control conceptual layout, in roll plot format, for the length of the project that complements the design and construction phasing of the project. The Engineer will consider any and all applicable BMPs including: non-disturbance area delineation (preserving existing vegetation), temporary and permanent seeding or sodding, erosion control blankets, diversion dikes or swales, temporary mulch, silt fence, sand bags, rock filter dams, sediment traps, and construction exits, etc..

E. Water Quality

1. Water Quality: Following schematic refinements, the Engineer will conduct hydrologic studies to determine the discharges, and will perform the hydraulic design required for the proposed sizing of all selected BMPs consistent with State EIS commitments. The selected BMP or combination of BMPs will reduce the increase in total suspended solids (TSS) load associated with development by at least 90%. It is anticipated that eleven (11) new water quality ponds will be required with retrofits required to three (3) existing sedimentation/filtration basins. These ponds were identified in the preliminary water quality calculations at the following approximate locations:

   a. Pond 1: Sta. 192+17 (FM 1626)
   b. Pond 2: Sta. 226+00 (Bliss Spillar)
   c. Pond 3: Sta. 239+00
   d. Pond 4: Sta. 242+00
   e. Pond 5: Sta. 273+00
   f. Pond 6: Sta. 281+00 (Bear Creek East)
   g. Pond 7: Sta. 294+00 (Bear Creek West)
   h. Pond 8: Sta. 317+00
   i. Pond 9: Sta. 346+00
   j. Pond 10: Sta. 367+00 (East Mopac Abutment)
   k. Pond 11: Sta. 381+00 (West Mopac Abutment)

l. Pond 12: Loop 1 Interchange
m. Pond 13: Loop 1 Interchange
n. Pond 14: Loop 1 Interchange

2. The ponds will be designed in accordance with the latest version of the Texas Commission on Environmental Quality – Edwards Aquifer Technical Guidance Manual. The Engineer shall design stormwater ponds to minimize the excavation required to construct them.

F. Deliverables

The Engineer shall deliver:

1. Electronic version of the validated Project Specified Unit Hydrograph Model
2. Electronic versions of the H&H Models (HEC-RAS, HEC-HMS) and applicable data and maps
3. Electronic version of the preliminary Hydraulic Report in both *.doc and *.pdf Formats
4. Electronic versions of the Storm Drainage Model (Geopak Drainage), applicable data and maps

1.11 NTP 1 - Structural Design

A. Bridge Condition Survey: The Engineer shall prepare a bridge condition survey of three (3) existing bridges scheduled to be widened. The following is a summary of the tasks to be provided:

a. Site Visit (perform/document visual inspections, take photographs)

b. Inventory Photographs

c. Prepare and Submit Draft Condition Survey Reports

d. Update and Submit Final Condition Survey Reports

B. Bridge Foundation Design Study: The Engineer shall coordinate with the designated karst specialist and the geotechnical task lead to evaluate alternative foundation designs that may be beneficial to the project. The study should include the options considered, the cost associated with the various options, benefits and drawbacks and final recommendations. All bridge design shall be in conformance with the latest edition of the State's *LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailer's Manual,* and AASHTO *LRFD Bridge Design Specifications.*

C. The Engineer shall supplement existing boring logs performed by others with new boring locations for the proposed bridges. All proposed boring locations shall be reviewed and approved by the designated karst specialist and the Mobility Authority prior to performing geotechnical investigations.

D. The Engineer shall prepare a Bridge Type and Cost report that documents the analyses comparing costs for each bridge length versus pavement/embankment/retaining walls, to determine optimum bridge lengths and submit the report to the GEC. The Mobility Authority will approve this analysis prior to preparation of the bridge layouts.

E. Shared Use Path @ Bear Creek: The Engineer shall develop concepts for the Shared Use Path @ Bear Creek. A maximum of two concepts shall be developed in coordination with the karst specialist and the Mobility Authority.

F. Preliminary Bridge Layout & Typical Sections: The Engineer shall prepare preliminary bridge layout plans, elevations, and typical sections for bridge types listed below in the Estimated Bridge Limits Table in accordance with the latest editions of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, and Bridge Detailer's Manual, and AASHTO LRFD Bridge Design Specifications.

The preliminary development of bridge layouts includes preliminary development of bridge geometry. (Refer to Section 2.11 NTP 2 – Structural Design for "Estimated Bridge Limits Table")

1.12 NTP 1 - Retaining Wall Design

A. The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the Schematic.

B. The Engineer shall supplement existing boring logs performed by others with new boring locations for the proposed retaining walls. All proposed boring locations shall be reviewed and approved by the designated karst specialist and the Mobility Authority prior to performing geotechnical investigations.

1.13 NTP 1 - Signing, Markings and Signalization

A. Review the Preliminary Signage Schematic and make revisions as needed to reflect modifications made to the Schematic (if any).

B. The Engineer shall supplement existing boring logs performed by others with new boring locations for the proposed large guide sign structures. All proposed boring locations shall be reviewed and approved by the designated karst specialist and the Mobility Authority prior to performing geotechnical investigations.

1.14 NTP 1 - Traffic Control Plan

A. The Engineer shall prepare a conceptual Traffic Control Plan/Sequence of Construction Layout that defines the main phases of construction. This layout will be developed in conjunction with the geometric refinements and the preliminary design cross section. Commitments included in the draft Environmental Impact Statement and the draft Water

Quality and Aquatic Resource Protection Technical Report shall be taken into account during the development of the conceptual layout.

1.15 NTP 1 - Intelligent Transportation Systems (ITS)

A. The Engineer shall coordinate with the Mobility Authority to obtain details and directives for the ITS Design.

B. The Engineer shall prepare a conceptual ITS Layout that defines the locations of duct banks, ground boxes, conduit systems, DMS signs, traffic detection devices and CCTV cameras. Wiring and cabling for the ITS is not included in this project.

C. Proposed duct bank and conduit systems shall be included in the design cross sections. All proposed locations shall be reviewed and approved by the designated karst specialist.

1.16 NTP 1 - Illumination

A. The Engineer shall prepare a conceptual Illumination Layout that defines the safety lighting locations for the FM 1626 interchange, the South Loop 1 interchange, at ramp merge locations, at toll facility locations and auxiliary lanes.

B. Underpass lighting will be required at the Bliss Spillar Road overpass and where the Shared Use Path crosses under the mainlanes. All proposed illumination foundation locations shall be reviewed and approved by the designated karst specialist.

C. The Engineer shall coordinate with utility providers to establish preliminary service pole locations.

1.17 NTP 1 - Toll Facilities Infrastructure Design

A. The Engineer shall coordinate with the Mobility Authority to obtain details and directives for the Toll Facilities Infrastructure Design.

B. The Engineer shall include all civil infrastructure required for tolling facilities to the design plans including conduits, junction boxes, and gantry structures.

1.18 NTP 1 - Miscellaneous

A. Estimate

The Engineer shall prepare a Construction Cost Estimate. A copy shall be submitted to

the Mobility Authority in Microsoft Excel formal.

B. Preliminary Landscape Plantings and Hardscape Plans

C. The Mobility Authority will prepare preliminary landscape planting and hardscape plans. The Engineer shall provide Microstation files and other information as necessary for the Mobility Authority to conduct this work. The Engineer shall coordinate with the Mobility Authority's Landscape Architect and incorporate landscaping sheets into the plans.

D. Context Sensitive Solutions (CSS):

. The Engineer will support and coordinate with the Mobility Authority during the CSS process. The Mobility Authority will prepare and provide the aesthetic guidelines for the Engineer's use. As necessary, preliminary special details shall be developed by the Engineer to address conditions and constraints which require modification to the aesthetic concepts to assure constructability, reduce construction cost and meet the geometric constraints.

E. Operational Modeling

Engineer shall conduct operational modeling as necessary to refine intersection geometry. Modeling under this scope is limited to determination of lane configuration and lengths. This scope does not include significant changes to intersection geometry requiring added operational modeling.

1.19 NTP 1 - Coordination, Meetings & Invoicing

A. The Engineer will participate and attend project workshops with specialty consultants, TxDOT, and the Mobility Authority to establish the project issues, concerns, and objectives of the Project that will influence the location and configuration of the proposed Project and further define the Scope of Services to be provided by the Engineer.

B. The Engineer will participate and attend bi-weekly design coordination meetings with the Mobility Authority. The Engineer shall also conduct periodic meetings with the Engineer's internal team of sub-consultants.

C. The Engineer shall prepare the following protocols for project development: communication, file naming, and documentation. The Engineer shall submit, for Mobility Authority review and approval, the file structure and naming schemes proposed to be used for Project computer generated drawings and plans.

D. All team members involved in the preparation of engineering plans, studies and reports shall have established QA/QC procedures and shall conform to those procedures during the life of the Project. To ensure that adequate procedures will be employed to provide quality products, the Engineer will submit for approval for their proposed QA/QC Plan to be used on this project. The Mobility Authority will provide independent QA/QC audits to verify project compliance with this plan. The Engineer shall have a Quality

Control Plan in effect during the entire time work is being performed under this project.

E. Follow invoice procedures as described in the Contract.

F. The Engineer shall attend Public Meetings and Stakeholder meetings and provide support for the development of exhibits when requested by the Mobility Authority.

2.01 NTP 2 - Environmental Document Review/Coordination

A. Major elements of work include the following: The Engineer shall prepare an Environmental Compliance Management Plan (ECMP) summarizing protocols and procedures to be followed during construction in order to avoid harm to sensitive resources. The ECMP will include a summary of commitments, procedures to be followed for follow-up and reporting, accidental discovery procedures, and methods to establish continuous improvement during construction. Construction documents will incorporate or reference the ECMP. Components will include a hazardous materials management plan, a cave and karst protection plan, and a decision tree for reporting of incidents such as spills, encounters with endangered species, discovery of human remains or cultural materials, et cetera.

B. If requested by the Mobility Authority, the Engineer will prepare a State Environmental Impact Statement (State EIS) Re-evaluation. This task shall not be initiated without separate written notice to proceed and will be tracked separately in the invoice.

2.02 NTP 2 - Public Involvement and Stakeholder Coordination

A. The Engineer will continue to provide support for various meetings, coordination, and communication with the public and other agencies as requested by the Mobility Authority. Support will include providing information for website and information sheet development. When requested by the Mobility Authority, the Engineer will coordinate with the various interested agencies involved. These agencies include, but are not necessarily limited to TxDOT, Barton Springs/Edwards Aquifer Conservation District (BSEACD), City of Austin, Hays & Travis County, City of Hays, Violet Crown Trail, Texas Parks and Wildlife Department, U.S. Fish and Wildlife Service and the TCEQ.

2.03 NTP 2 - Data Collection

A. The Engineer shall complete and finalize any remaining data collection efforts.

2.04 NTP 2 - Geotechnical Investigation

A. Pavement Design Report

The Engineer will respond to Mobility Authority comments and prepare a final pavement design report that will present recommendations for the proposed pavement designs and include all supporting documentation.

B. Geotechnical Report

The Engineer will respond to Mobility Authority comments and prepare a final

geotechnical report that will present recommendations for the design of the bridge foundations, retaining wall foundations, sign structures, ponds and culverts and toll gantry foundations. Refer to Section 1.04 for a summary of items required in the report.

C. Deliverables

The Engineer shall:

1. Submit three (3) final copies of pavement design report that incorporate review comments. One (1) additional final copies of the geotechnical report that incorporate review comments shall also be kept on file with the Engineer for future reference.
2. Submit three (3) final copies of geotechnical report that incorporate review comments. One (1) additional final copies of the geotechnical report that incorporate review comments shall also be kept on file with the Engineer for future reference.
3. Provide signed and sealed sheets of boring logs for insertion into the construction plan set.
4. Coordinate with Engineer and provide geotechnical engineer signature and seal on all bridge and retaining wall foundation sheets to ensure conformance with recommendations provided in the geotechnical report.
5. Provide electronic copies of Soil Boring locations in MicroStation dgn file.
6. Provide complete soil boring data files in Wincore format.

2.05 NTP 2 - Supplemental Surveying

A. Topographic Survey

The Engineer shall finalize any remaining Survey efforts.

2.06 NTP 2 - ROW Mapping

A. The Engineer shall review and evaluate the existing right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent proposed design elements from extending beyond the proposed Right-of-Way lines.

B. If it is necessary to obtain additional easements and/or right-of-way parcels, the Engineer shall notify the Mobility Authority in writing of the need and justification for such action.

C. The Engineer will be responsible for all ROW mapping revisions / updates necessitated by design.

2.07 NTP 2 - Utility Coordination and Design

A. The Engineer shall coordinate with the utility companies. The Engineer shall attend meetings at the 60% Design and Pre-Final submittals with the various utility companies to discuss potential conflicts.

B. The Engineer shall evaluate and accommodate reasonable changes to plans as necessary or as requested by the Mobility Authority to avoid utility conflicts.

C. Illustrate existing and proposed utility locations on Roadway Plan sheets.

D. Show existing utility locations in the proposed cross sections with each submittal.

E. Illustrate existing and proposed (where applicable) utility crossings on Roadway Profile sheets.

F. Review all utility designs prepared by others for conflicts with construction plans.

G. The Engineer shall prepare utility designs, specifications, and estimates for utilities not designed by others.

H. Incorporate utility plans into the bid package. This includes, but is not limited to, the coordination of; Bid Items, Special Provisions and Specifications, Plan Sheet Page Numbers, Unit Prices and Estimate.

2.08 NTP 2 – Special Design Per Mobility Authority Request

A. At the request of the Mobility Authority, the Engineer may be required to produce special design details which are not included in the current schematic or specifically scoped effort. The Engineer shall initiate these efforts after obtaining Mobility Authority approval and shall consider these efforts as part of the Project scope. Budget for these extra tasks shall be allocated and tracked separately from other scoped items.

2.09 NTP 2 – Final Roadway Design

A. Basic Plan Sheets

The Engineer will:

1. Prepare the final PS&E Title Sheet.
2. Complete the detailed Index of Sheets that identifies each sheet location in the plan set, as well as its corresponding sheet number. The Engineer will update the Index of Sheets throughout the submittal process to allow for easier reference during the review process.
3. Prepare final Project Layout Sheets at a scale of 1″=200′ that clearly indicates the

limits of the entire project.

4. Prepare Benchmark Layout Sheets at a scale of 1"=200' that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

B. Roadway Plans & Geometry

The Engineer will:

1. Develop final Proposed Typical Sections Sheets for the Project mainlanes, ramps, frontage roads, SUP, and side streets.
2. Complete final Existing Typical Sections Sheets depicting the existing conditions of the project roadways.
3. Complete Mainlane Roadway Plan and Profile sheets. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
4. Complete South Loop 1 interchange Plan and Profile Sheets. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
5. Complete FM 1626 Interchange Plan and Profile Sheets. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
6. Prepare Bliss Spillar Road and Archeleta Blvd. Plan and Profiles and Intersection details showing spot elevations and contours. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
7. Complete separate Ramp Plan and Profile sheets. . Drawings will be prepared at a scale of 1"=100' H and 1"=10' V.
8. Develop Ramp Gore Layouts at the intersection of each ramp with its adjacent roadways. These layouts will show proposed grading, as well as station, offsets, curb radius and curb locations.
9. Prepare Horizontal Alignment Data Sheets depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
10. Prepared Miscellaneous Curve Data Sheets depicting the horizontal geometric information for roadway curves that are not concentric to roadway alignments.
11. Develop Superelevation Data Sheets to be included in the PS&E set. These sheets will define the pavement cross slopes for individual roadway alignments and describe transition locations and values.
12. Complete Shared-Use Path Plan and Profile Sheets. Drawings will be prepared at a scale of 1" = 100' H and 1" = 10' V. SUP and other bike and pedestrian facilities must be designed under the guidelines set forth in the AASHTO Guide for the Development of Bicycle Facilities, in accordance with the American Disabilities Act

Accessibility Guidelines (ADAAG), and the Texas Accessibility Standards (TAS). The Engineer shall arrange for a RAS to review the plans.

C. Grading and Details

The Engineer will:

1. Prepare Design Cross Sections at 100-foot stations along the mainlanes, ramps, cross streets, and other locations as necessary for the determination of cut and fill quantities and limits of construction. Cross sections shall display proposed storm sewer and utility elements.
2. Prepare Driveway Plan and Profile Sheets for each driveway (maximum of 10) significantly impacted by proposed construction.
3. Develop Miscellaneous Roadway Detail sheets for the project. The sheets will depict details required that are not defined in TxDOT standard detail sheets. When possible Statewide TxDOT or Austin District standards will be used for the project development.

The Mobility Authority will provide final landscape planting and hardscape plans specifications and estimate quantities for incorporation into plan sets. The Engineer will coordinate with the Mobility Authority on this effort.

2.10 NTP 2 - Drainage Design

A. Hydraulic Report: Refine the hydrologic and hydraulic studies performed under NTP 1, which will include

1. Identify any new or relevant data.
2. Verify validity of previous hydrologic studies.
3. Review previous studies, reports, plans and available stream gauge data.
4. In coordination with roadway design and structural engineers, refine the stream crossing hydraulics and scour analyses for Bear Creek and Danz Creek.
5. Revise the Hydraulic Report as needed.

B. Bridge and Culvert Plan Sheets

1. Hydraulic Data Sheets: The Engineer will prepare hydraulic data sheets for bridges over creeks and any culvert within the project.
2. External Drainage Area Maps: The Engineer will finalize previously determined drainage areas from the hydrologic analysis and prepare exterior drainage area map sheets at a scale of 1”=200’ or a scale acceptable to the Mobility Authority. The Engineer will show structure locations and, for large drainage basins, will indicate

pertinent hydraulic information on these sheets.

3. Culvert layouts: The Engineer will prepare culvert plan and profile layouts at a scale of 1"=40'H and 1"=20'V that will depict culvert geometry for reconstruction or lengthening, as well as the applicable hydraulic information.

D. Storm Drain Plan Sheets

The Engineer will address the required project storm drain systems as follows:

1. Storm Drain Computations: The Engineer will analyze and design both open channel (ditches) and enclosed storm drains. Computations and design information will be presented in the appropriate plan sheets.
2. Interior Drainage Area Maps: The Engineer will prepare interior drainage area map plan sheets at an appropriate scale. These maps will depict drainage area boundaries and flow direction arrows. Each drainage area will be identified with a unique number corresponding to run-off information from the calculation sheets.
3. Drainage Plan and Profile Sheets: The Engineer will prepare drainage plan and profile sheets depicting locations of inlets, manholes, storm drains, culverts, utilities, channel improvements, ditch locations, cross-sections and flowlines as required. These sheets will be prepared at a scale of 1"=100'. Storm drain profiles will be prepared at a scale of 1"=100' H and 1"=10' V. Enclosed storm drain plans and profiles will show pipe size and type, inverts, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions. The design storm HGL shall be clearly plotted and depicted on the Drainage Plan and Profile Sheets.
4. Ditch Layout Schedule: The Engineer will prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design based on normal depth computations. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown on the drainage plan sheets.
5. Channel Layouts: The Engineer will prepare culvert layouts depicting all pertinent channel information including alignment, profile, grading, section details, channel lining material, hydraulic computations and HGL.
6. Drainage Detail Sheets: The Engineer shall use TxDOT standard details where practical. The Engineer shall provide drainage design details for "non-standard" drainage structures in instances where TxDOT standard details cannot be utilized.
7. Temporary Drainage Facilities: The Engineer will develop temporary drainage facilities plans necessary to allow staged construction of the project. The Engineer will design required temporary drainage structures for a 5-year frequency event, and include structure size, flow line elevations and approximate structure location in the plan sheets. The Engineer will evaluate temporary drainage ditches between

temporary drainage structures and outfall locations and designate a typical ditch section in the plans along with plan notes for the contractor to maintain positive drainage for these temporary ditches.

8. Trench Protection Determination: The Engineer will identify storm drain and culvert construction areas that will require trench protection or special shoring and indicate this information on the plans.

F. Storm Water Pollution Prevention Plan (SW3P)

1. Erosion and Sediment Control Plans: Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The Engineer will develop a temporary erosion and sediment control plan for the length of the project that complements the design and construction phasing of the project, and will include notes that indicate the contractor is responsible for detailed sequencing of the devices. The Engineer will consider the following design components: non-disturbance area delineation (preserving existing vegetation), temporary and permanent seeding or sodding, erosion control blankets, diversion dikes or swales, temporary mulch, silt fence, sand bags, rock filter dams, sediment traps, and construction exits. Permanent erosion control measures will be included on these sheets if needed.

2. SW3P: The Engineer will prepare SW3P summary plan sheet(s) in accordance with Texas Pollution Discharge Elimination System (TPDES) regulations and TxDOT practices. The Engineer will use TxDOT SW3P text sheet(s) to summarize erosion and sediment control measures.

3. Erosion and Sediment Control Details: The Engineer will prepare Erosion and sediment control details for any related items that are not covered by TxDOT standard details. Compost Manufactured Topsoil (CMT) will be utilized wherever possible for erosion control.

4. Environmental Issues, Permits and Commitments: The Engineer will update the EPIC sheet as necessary and include in the final plans.

G. Environmental Mitigation

1. Sensitive Karst Feature Protection and Mitigation: BMPs will be needed to prevent impacts from construction operations. The Engineer will develop a protection and mitigation plan for approximately sixteen (16) sensitive karst features within the length of the project that will complement the design, SW3P and construction phasing of the project. The scale used for these sheets will vary depending on the best suited scale to convey all necessary intent to protect the feature.

H. Water Quality

1. Water Quality: The Engineer will make final revisions to the proposed sizing of all selected BMPs. The selected BMP or combination of BMPs will reduce the increase in total suspended solids (TSS) load associated with development by at least 90%. It is anticipated that eleven (11) water quality ponds and three (3) retrofits will be required as defined in Section 1.10 Drainage. The plans sheets to be developed for each pond will include the following:

    a. Pond Site Plan
    b. Pond Grading Plan
    c. Pond Sections and Profiles
    d. Pond Details (outflow structures, trash screens, end treatments, valves, erosion protection, vegetation, basin lining, etc.)

2. Water Quality (Electrical Design) – The Engineer will develop the electrical design and details required for all anticipated ponds proposed for the project. The plan sheets to be developed for each pond will include the following:

    a. Pond Electrical Layout (if applicable).
    b. Details, Schedules and Tables for any controllers, power (line or solar), sensors, logic controllers, parts enclosure, circuits, valves, safety precautions, power consumption, Hazardous Material Threat Operation, etc. (if applicable).

3. Water Quality (Structural Design) – The Engineer will develop the structural design and details for all anticipated ponds proposed for the project. The plans sheets to be developed for each pond will include the following:

    a. Splitter Box Details (if applicable)
    b. Pond Retaining Wall Layout and Pond Retaining Wall Reinforcing Details (where applicable). The wall layouts will consist of a plan view of the proposed pond that identifies retaining walls, provides retaining wall areas, provides table of elevations and includes pond/wall dimensions.
    c. The Pond Retaining Wall Reinforcing Details (where applicable), will consist of a retaining wall typical section, retaining wall heights, retaining wall properties, reinforcing details and reinforcing steel schedule.
    d. Retrofit details as needed to expand capacity of existing sedimentation filtration basins.

I. TCEQ Water Pollution Abatement Plan

1. The Engineer will prepare the Water Pollution Abatement Zone Plan (WPAP), for further processing by the GEC, in accordance with TCEQ requirements. This plan will include:

a. Water Pollution Abatement Plan Application (TCEQ-0584)
b. General Information Form (TCEQ-0587)
    a. Attachment A – Road Map
    b. Attachment B – USGS/Edwards Aquifer Zone Map
    c. Attachment C – Project Description
c. Geologic Assessment Form (TCEQ-0585)
    a. Attachment A – Geologic Assessment Table (TCEQ-0585-Table)
    b. Attachment B – Soil Profile and Narrative of Soil Units
    c. Attachment C – Stratigraphic Column
    d. Attachment D – Narrative of Site Specific Geology
    e. Site Geologic Map(s)
    f. Table or list for the position of features' latitude/longitude
d. Water Pollution Abatement Plan Application Form (TCEQ-0584)
    a. Attachment A – Factors Affecting Water Quality
    b. Attachment B – Volume and Character of Stormwater
    c. Site Plan
e. Temporary Stormwater Section (TCEQ-0602)
    a. Attachment A – Spill Response Actions
    b. Attachment B – Potential Sources of Contamination
    c. Attachment C – Sequence of Major Activities
    d. Attachment D – Temporary Best Management Practices and Measures
    e. Attachment E – Request to Temporarily Seal a Feature, if sealing a feature
    f. Attachment F – Structural Practices
    g. Attachment G – Drainage Area Map
    h. Attachment H – Temporary Sediment Pond(s) Plans and Calculations
    i. Attachment I – Inspection and Maintenance for BMPs
    j. Attachment J – Schedule of Interim and Permanent Soil Stabilization Practices
f. Permanent Stormwater Section (TCEQ-0600)
    a. Attachment B – BMPs for Upgradient Stormwater
    b. Attachment C – BMPs for On-site Stormwater
    c. Attachment D – BMPs for Surface Streams
    d. Attachment E – Request to Seal Features (if applicable)
    e. Attachment F – Construction Plans
    f. Attachment G – Inspection, Maintenance, Repair and Retrofit Plan
    g. Attachment I – Measures for Minimizing Surface Stream Contamination
g. Agent Authorization Form (TCEQ-0599)
h. Application Fee Form (TCEQ-0574)
i. Core Data Form (TCEQ-10400)

2. The Engineer will attend a Submittal Meeting with the Mobility Authority and the TCEQ.

3. The Engineer will respond to all TCEQ comments and resubmit a Final WPAP.

J. National Flood Insurance Program (NFIP) Coordination

As directed by the Mobility Authority, the Engineer will conduct a limited NFIP informal coordination role with the local floodplain manager. Informal coordination includes information collection including identification of the latest Flood Insurance Study (FIS) applicable to the site, and acquisition of the FIS back-up data. The Engineer does not and will not present themselves as a Mobility Authority representative, or as having any other coordinating authority, including that for any map revision requirements.

K. Deliverables

The Engineer shall deliver:

1. Electronic version of the hydrologic models
2. Electronic versions of the hydraulic model(s)
3. Electronic version of the Hydrologic Report in both *.doc and *.pdf Formats
4. Three (3) 8 ½"x 11" Bound Paper copies of the Hydrologic Report
5. Electronic version of the Storm Drainage Model, applicable data and maps
6. PS&E Bridge Hydraulic Data Sheets and Bridge Scour Sheets
7. PS&E Culvert Sheets and Storm Drainage Sheets
8. PS&E SW3P sheets and Environmental Mitigation Details
9. PS&E Water Quality Sheets
10. TCEQ Water Pollution Abatement Plan

2.11 NTP 2 - Structural Design

The Engineer will use Load and Resistance Factor Design (LRFD) for all new roadway bridges on this project and will design all roadway bridge structures for HL 93 loading. The Shared-Use Path substructures will be designed for AASHTO pedestrian loading. The Engineer shall also prepare Specifications for the Shared-Use Path Bridge Superstructures.

The Engineer shall finalize the layout and design of the bridges listed below in the Estimated Bridge Limits Table in accordance with the latest editions of the State's *LRFD Bridge Design Manual, Bridge Project Development Manual,* and *Bridge Detailer's Manual, and AASHTO LRFD Bridge Design Specifications*.

The Engineer shall incorporate, into the final design of the bridge elements, aesthetic design features and details as shown in the Landscape and Aesthetic Requirements.

Estimated Bridge Limits Table

Description	Approx. Length	Approx. Width	Estimated # of spans	Anticipated Beam Type
SH 45 WBML @ Bliss Spillar	600’	40’	5	TX I-Girder
SH 45 EBML @ Bliss Spillar	600’	40’	5	TX I-Girder
SH 45 ML @ Bear Creek (includes bicycle/pedestrian facility)	1,375’	100’	7	Steel Plate Girder Unit
SH 45 ML @ Loop 1	1,500’	85’	14	TX I-Girder
SH 45 Ramp @ Loop 1	650’	28’	6	TX I-Girder
SH 45 WB @ Danz Creek (Widening)	225’	15’	3	TX I-Girder
SH 45 EB @ Danz Creek (Widening)	220’	15’	3	TX I-Girder
Loop 1 NB @ Danz Creek (Widening)	250’	15’	3	TX I-Girder
Bicycle/Pedestrian Bridges				
SH 45 EB SUP @ Danz Creek	220’	16’	3	TX I-Girder
FM 1626 SB SUP Bridge	430’	16’	4	TX I-Girder

A. Bridge Layouts: The Engineer shall finalize Bridge Layout plans, elevations and typical sections.

B. The Engineer shall generate final design calculations and final detail drawings for the Project structures. Structural design calculations and final detail drawings will be in accordance with standard requirements of TxDOT. Bridge design shall be in conformance with the latest edition of the State’s *LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailer’s Manual*, and AASHTO *LRFD Bridge Design Specifications*. The Engineer’s designer and checker shall both check calculations and sign the front page of each individual calculation package. The Engineer shall submit structural design calculations and quantity calculations for review at the Pre-Final submittal.

C. Boring Log Elevations: The Engineer will include boring logs for each bridge on separate sheets.

D. Estimated Quantities and Bearing Seat Elevations: The Engineer shall provide bridge quantity summaries at 60%, Pre-Final and Final Plan submittals. The bridge elevations shall be limited to bearing seat elevations only.

E. Abutment Details: The Engineer shall provide as per the proposed bridge table shown above. Custom abutment details and associated calculations are anticipated for each bridge.

F. Interior Bent Details: The Engineer shall provide as per the proposed bridge table shown above. Custom interior bent details and associated calculations are anticipated for each bridge. Where possible, calculations will be developed for one set of similar bents on adjacent bridges and details will be developed per bridge. Multiple bents will be listed on the bent detail sheets.

G. Framing Plan: The Engineer shall provide as per the proposed bridge table shown above. For steel girder design, this effort includes design of steel girders and field splices.

H. Slab Plan: The Engineer shall provide as per the proposed bridge table shown above. The slab plan includes the development of prestressed beam designs.

I. Foundation Design: The Engineer shall provide as per the proposed bridge table shown above.

J. Drainage Details: The Engineer shall provide details for concealed drainage for bridge deck scuppers. Drainage slots in bridge rails shall not be used for the mainlane structures. These sheets will be developed with combined details for use on various structures.

K. Miscellaneous Details: The Engineer shall provide as per the proposed bridge table shown above. The details shall include Structural Details for aesthetics. These sheets will be developed with combined details for use on various structures.

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

M. Specifications: The Engineer will develop specifications as needed for bridge structures, including Shared Use Path bridges.

2.12 NTP 2 - Retaining Wall Design

A. Retaining Walls. The Engineer shall provide layouts (scale Max:1”=40’ and Min: 1”=100’), elevations, quantity estimates, summary of quantities, typical cross sections, and structural details of all retaining walls within the project.

1. The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the Schematic. The Engineer shall

make proposals to the Mobility Authority regarding most suitable wall type for each application.

2. Engineer will prepare Overall Retaining Wall Layout sheets depicting the various wall locations. Soil boring locations will also be depicted on these sheets.
3. Engineer will prepare retaining wall layout sheets showing plan and profile of retaining walls as shown in the Proposed Retaining Wall Table below. Engineer will provide associated details in plan and profile views. Engineer shall provide soil boring profiles on separate plan sheets.
4. Engineer will prepare structural details for spread footing walls as shown in the Proposed Retaining Wall Table below..
5. Engineer will identify temporary shoring needs and prepare layouts as necessary.
6. Engineer will prepare Retaining Wall Typical Sections sheets.
7. Engineer will prepare Retaining Wall Horizontal Alignment Data Sheets depicting the horizontal geometric information for the project retaining walls to be included in the construction plan set.
8. Prepare Layout Plan which includes:
    a. Designation of reference line
    b. Beginning and ending retaining wall stations
    c. Offset from reference line
    d. Horizontal curve data
    e. Total length of wall
    f. Indicate face of wall
    g. All wall dimensions and alignment relations (alignment data as necessary)
    h. Soil core hole locations
9. Prepare Elevation Plan:
    a. Top of wall elevations
    b. Existing and finished ground line elevations
    c. Limits of measurement for payment
10. Type, limits and anchorage details of railing (If applicable)
    a. Structural Details: The Engineer shall provide details related to the interface of retaining wall at bridge abutments.

11. Proposed Retaining Wall Table

Description	Approximate Location	Approximate Length	Type
FM 1626 NB	Sta. 200+00 to Sta. 205+00	500’	MSE
FM 1626 NB	Sta. 205+50 to Sta. 220+50	1,500’	MSE
FM 1626 SB	Sta. 216+00 to Sta. 220+50	450’	MSE
SH 45 WBML	Sta. 227+50 to Sta. 233+00	550’	MSE
SH 45 WBML	Sta. 307+25 to Sta. 318+75	1,150’	MSE
SH 45 WBML	Sta. 348+00 to Sta. 354+00	600’	MSE
SH 45 EBML	Sta. 228+00 to Sta. 233+50	550’	MSE
SH 45 EBML	Sta. 295+50 to Sta. 334+50	3,900’	MSE
ML Abut	Sta. 281+25	125’	MSE
ML Abut	Sta. 295+00	125’	MSE
ML Abut	Sta. 365+50	100’	MSE
SUP	Sta. 295+25 to Sta. 300+50	525’	MSE
SUP	Sta. 315+00 to Sta. 319+00	400’	Spread Footing
EB02 Ramp	Sta. 380+50 to Sta. 385+00 (Rt.)	450’	MSE
EB02 Ramp	Sta. 380+50 to Sta. 384+00 (Lt.)	350’	MSE
EB03 Ramp	Sta. 1156+40 to Sta. 1160+00	360’	MSE

B. Soil Boring Logs: The Engineer shall provide all boring logs utilized within their design. Borings shall be shown on wall plans at actual location with log information. Separate logs shall be submitted to the GEC for records purposes.

C. Context Sensitive Design: The Engineer shall utilize detail drawings for aesthetic features compatible with the aesthetic theme and concepts.

2.13 NTP 2 - Signing, Markings and Signalization

A. Signing and Pavement Marking Layouts: The Engineer shall prepare layouts, specifications, and details for striping, pavement markings, and signing. Layouts will be

prepared at a scale of 1" = 100' and will depict striping, delineator, pavement markings and small and large signs. The Engineer shall coordinate with the GEC (and other Engineers as required) for overall temporary and final signing strategies including toll signing and placement of signs outside contract limits.

The Engineer shall provide the following information on signing and pavement marking layouts:

1. Roadway layout.
2. Center line with station numbering.
3. ROW lines.
4. Designation of arrow used on exit direction signs.
5. Culverts and other structures that present a hazard to traffic.
6. Existing signs to remain, to be removed, or to be relocated.
7. Proposed signs (illustrated and numbered).
8. Existing overhead sign bridges to remain, to be revised, removed or relocated.
9. Proposed overhead sign bridges including toll signing, indicating location by plan.
10. The Engineer shall detail permanent and temporary pavement markings and channelization devices on plan sheets. Pavement marking plans shall also be prepared for toll gantry areas within the limits of the Project. The Engineer shall provide details for toll gantry locations in the pavement marking plans. The Engineer shall coordinate with the Mobility Authority (and Toll System Integrator if necessary) for overall temporary, interim, and final pavement marking strategies. Pavement markings shall be selected from the latest TxDOT standards.
11. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
12. The location of interchanges, main-lanes, grade separations, and ramps.
13. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
14. Direction of traffic flow on all roadways

B. Small Sign Detail: Engineer shall provide detail sheets for non-standard small signs. These sheets shall show the overall dimension of the signs by determining letter size and spacing.

C. Large Sign Details: Engineer shall provide detail sheets for all large guide signs. These sheets shall show dimensions, layout of text, directional arrows and shields, borders and colors.

D. Overhead Sign Structures Elevations: Engineer shall provide overhead sign structure elevations including walkway and electrical service conduit for future ITS facilities. Sign foundation will require special design.

E. Traffic Signal Plans: The Engineer shall prepare Traffic signal plans for proposed FM 1626 signalized intersection. The Engineer shall coordinate this activity with the

Mobility Authority and TxDOT. The Engineer shall prepare plans for traffic signal infrastructure for future signal at Bliss Spillar.

F. The following information shall be provided in the Traffic Signal Plans:

1. Condition diagram
   a. Highway and intersection design features
   b. Traffic control including illumination attached to the signal pole.
2. Plan sheet(s)
   a. Existing traffic control that will remain (signs and markings) (when applicable)
   b. Existing utilities
   c. Proposed highway improvements (when applicable)
   d. Proposed installation
   e. Proposed additional traffic controls
   f. Proposed illumination attached to signal poles.
3. Notes for plan layout
4. Phase sequence diagram(s)
   a. Prepare phase sequence diagrams. Assist the Mobility Authority in coordination with TxDOT regarding signal phasing and operation of the signals.
5. Construction detail sheets(s)
   a. Poles (TxDOT standard sheets)
   b. (VIVDS) Layouts
   c. Video Detectors
   d. Pull Box and conduit layout
   e. Controller Foundation standard sheet
6. Pavement Marking and Signing details (when applicable)
7. Electrical and ITS
   a. Investigate the need/justification for interconnection between signalized intersections and the types (radio, aerial, or underground) of interconnect
   b. Interconnect details (when applicable)
   c. Confirm power source
   d. Electrical Summary Table

G. Traffic Signal General Notes and Estimates: The Engineer shall provide an estimate and quantity sheet of:

1. List of all bid items
2. Bid item quantities
3. Specification item number
4. Paid item description and unit of measure

H. Signing and Pavement Marking Layouts (Shared Use Path): The Engineer shall prepare separate layouts that include signing, pavement marking and delineation for the Shared Use Path. Proposed bicycle lane signs shall be in accordance with applicable TxDOT standards. The proposed signs shall be illustrated and numbered on the plan sheets.

2.14 NTP 2 - Traffic Control Plan

The Engineer will:

A. Prepare Detailed Traffic Control Plan Sheets at a scale of 1″=100′. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.

B. Prepare Traffic Control Typical Sections for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.

C. Develop TCP Overview Plans for each stage of traffic control. These plans will include advance warning signs for the Project on existing roadways being impacted approaching the construction and will act as key maps for each phase of TCP and shall be developed at a 1”=400’ scale.

D. Prepare a detailed Sequence of Construction narrative and submit it to the Mobility Authority for review. The Engineer will revise and incorporate the narrative into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the Traffic Control Plan layouts.

E. Prepare Detour Layout Sheets showing plan & profiles where required to define the geometry for detours required in the Traffic Control Plans. Detour layouts will be prepared at a scale of 1″=100′ H and 1″=10′ V. The Engineer will provide the pavement design section for temporary detours.

F. Develop Traffic Control Details for items not covered by TxDOT standard drawings.

G. Attend one Safety Review Meeting to present the proposed traffic handling scheme to the Mobility Authority. The Engineer will incorporate the comments from the review into the traffic control plans.

H. Prepare an Engineer’s Opinion of Construction Schedule to determine an approximate duration for each phase of construction. The schedule will be prepared using Microsoft Project or SureTrak and delivered at 90% and Final submittals.

I. Road Closure Layouts: The Engineer shall prepare temporary road closure layouts at the intersections of SH 45 SW @ Bliss Spillar and the interchange of SH 45 SW and Loop 1. Detour layouts are intended to provide for beam hanging operations and other short term road closures.

J. Advanced Signing Layouts. The Engineer shall provide a detailed layout and arrangement of construction signs, construction pavement marking, traffic control devices (including temporary signals and signal heads).The TCP shall include locations of portable changeable message sign devices at all key locations both within the project limits, and outside the right-of-way for every phase of construction.

2.15 NTP 2 - Intelligent Transportation Systems (ITS)

A. The Engineer shall develop final ITS Layout for Mobility Authority review and approval. The Engineer shall coordinate with the Mobility Authority and it's System's Integrator to obtain additional details and directives for the ITS Design.

B. The Engineer shall provide plans for the infrastructure and power required for the ITS system. Plans shall include duct bank, ground boxes, conduit, electric cables and meter, changeable message sign structures, traffic monitoring device structure, structures for CCTV cameras, and foundations for cabinets. The Engineer shall include all applicable standards, specifications, details and estimates for the system in the plan set. .

2.16 NTP 2 - Illumination

A. The Engineer shall design safety lighting at ramp merge locations, and auxiliary lanes. The Engineer shall design intersection safety lighting at the SH 45 SW interchange at FM 1626 and South Loop 1. The Engineer shall also design underpass lighting at the SH 45 SW bridge structures over Bliss Spillar Road and where the Shared Use Path crosses under SH 45 SW.

B. The Engineer shall provide lighting calculation exhibit(s) for the illumination design.

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

2.17 NTP 2 - Toll Facilities Infrastructure Design

The Toll Facilities Infrastructure design documents will be prepared by the Engineer based on the details and directives provided by the Mobility Authority and incorporated

into the PS&E package. The Engineer shall coordinate and provide plan drawings for all tolling infrastructure and power. The Engineer shall provide the following:

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

b. Detailed drawings for tolling locations including all conduits for communication and power, junction boxes, gantry foundation, structure and lightning protection, control cabinet foundations, foundations for generators, fencing and lighting. Plan sheets will include toll gantry foundation requirements, column details and identification of overhead sign bridge (OSB) truss standards. All proposed foundation locations shall be reviewed and approved by the designated karst specialist.

c. Detailed drawings for the foundations and electrical utilities, required for control cabinets, emergency generator, and fuel tank. The details will integrate the required dimensions and capacities to accommodate the appropriate structure sizes provided by the Mobility Authority's System Integrator. Electrical design will include coordination with primary utility company and secondary power supply to the cabinet including meter and all wiring/cables to the nearest junction box. Coordination with the Toll Systems Integrator will be required (Systems Integrator will provide all electrical load requirements and rough in locations/details). The toll collection system design will be prepared by others.

2.18 NTP 2 - Miscellaneous

A. Quantities and Summary Sheets

The Engineer will tabulate quantities and prepare Summary Sheets at the 60%, Pre-Final and Final submittals for the following: Traffic Control (per phase), Earthwork, Roadway, SUP, Drainage related items including inlets, manholes, and storm drain pipes, Retaining Walls, Bridges, Pavement Markings, Small / Large Signs, Erosion Control and SW3P, Water Quality, Signals, Illumination, ITS, and Toll Facilities infrastructure.

B. Standards, Specifications and Estimate

The Engineer shall:

1. Download the appropriate TxDOT Standards from the State's web site. The Engineer will revise and seal any Standard that requires modification. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set. The Engineer will utilize Austin District Standards where applicable.

2. The Engineer shall provide (signed and sealed) any necessary details required to supplement standard details.

3. Prepare a tabulation of applicable Specifications, Special Specifications and Special Provisions for submission with the pre- final and final PS&E package.

4. Prepare General Notes utilizing TxDOT most recent version for inclusion in the pre-final and final plan set.

5. Prepare a Construction Cost Estimate at the 60%, Pre-Final and Final PS&E submittal, and supply a copy to the Mobility Authority in Microsoft Excel format.

C. Prior to each milestone submittal (30%, 60%, Pre-Final and Final), the Engineer shall conduct a review in accordance with the QA/QC procedures outlined in the Engineers Quality Control Plan.

D. Final Design plans, calculations, and cost estimates prepared by Design Consultant are to be thoroughly reviewed and checked before submittal to the Mobility Authority for review. The Engineer has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. The plans will be reviewed by the Mobility Authority and TxDOT for conformity with the Mobility Authority's procedures and the terms of the project. The Mobility Authority will provide independent QA/QC audits to verify project compliance with this plan. The Engineer shall have a Quality Control Plan in effect during the entire time work is being performed under this project.

E. Deliverables

The Engineer will submit a pdf electronic copy and two (2) 11" X 17" paper copies at the, 60%, and Pre-Final submittal. Final PS&E submittal shall include two (2) 11" X 17" paper copies in addition to the signed, sealed and dated 11" x 17" Final Hard Copy and pdf electronic copy including electronic copies of all supporting documentation and paperwork.

2.19 NTP 2 - Coordination, Meetings & Invoicing

A. The Engineer will participate and attend project workshops with specialty consultants, TxDOT, and the Mobility Authority to establish the project issues, concerns, and objectives of the Project that will influence the location and configuration of the proposed Project and further define the Scope of Services to be provided by the Engineer.

B. The Engineer will participate and attend monthly and bi-weekly design coordination meetings and production meetings with the Mobility Authority. The Engineer shall also conduct periodic meetings with the Engineer's internal team of sub-consultants.

C. The Engineer will participate in coordination meetings with the City of Austin and Travis/Hays Counties to coordinate traffic control on local streets/roads to coordinate with ongoing development adjacent to the right-of-way, and to establish off-site locations and connection points for the Shared-Use Path.

D. The Engineer will participate in the submittal review process and attend comment resolution meetings for the various submittal milestones. The Engineer will respond to reviewer comments in tabular format for each submittal with explanations included for

any items in disagreement. The Engineer will then attend a comment resolution meeting following each submittal to discuss and resolve review comments.

E. The Engineer shall provide assistance to the Mobility Authority during the bidding process.

F. Follow invoice procedures as described in the Contract.

G. The Engineer shall attend a scheduled pre-bid meeting.

H. The Engineer shall attend a scheduled pre-construction meeting.

2.20 Construction Phase Services

These services are not included in this fee effort and will be covered in a future work authorization.

EXHIBIT C

WORK SCHEDULE

The Engineer will perform engineering services as described in this Work Authorization and will submit deliverables to the Mobility Authority based on the following work schedule:

Notice to Proceed 1 (NTP 1)…… November 1, 2014

Notice to Proceed 2 (NTP 2)……..……..* Anticipated March 1, 2015
(*NTP 2 will begin following the FEIS Record of Decision)

Contract Expiration…… December 31, 2015

EXHIBIT D

FEE SCHEDULE/BUDGET

EXHIBIT D COMPENSATION SUMMARY - PROJECT

CATEGORY	RTG		COX|McLAIN		CP&Y		FUGRO		CAMBRIAN		K FRIESE		RS&H		RVI		SAM		PROJECT TOTALS	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
X.01 ENVIRONMENTAL DOCUMENT REVIEW/COORD	396	$ 21,706	1124	$ 95,353	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	1,520	$ 117,058
X.02 PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION	506	$ 30,370	172	$ 20,492	56	$ 3,850	0	$ -	84	$ 14,543	96	$ 4,507	34	$ 1,863	16	$ 3,200	0	$ -	964	$ 78,825
X.03 DATA COLLECTION	280	$ 17,368	0	$ -	44	$ 2,485	0	$ -	128	$ 17,087	48	$ 1,846	0	$ -	52	$ 8,150	0	$ -	552	$ 46,937
X.04 GEOTECHNICAL INVESTIGATION	108	$ 6,728	0	$ -	16	$ 995	1950	$ 286,980	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	2,074	$ 294,703
X.05 SUPPLEMENTAL SURVEYING	80	$ 4,572	0	$ -	12	$ 735	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	3956	$ 536,235	4,048	$ 541,542
X.06 ROW MAPPING	62	$ 3,731	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	62	$ 3,731
X.07 UTILITY COORDINATION AND DESIGN	324	$ 17,242	0	$ -	0	$ -	0	$ -	0	$ -	1,008	$ 34,376	0	$ -	0	$ -	154	$ 21,457	1,486	$ 73,075
X.08 PRELIMINARY DESIGN AND SPECIAL DESIGN PER AUTHORITY REQU	1636	$ 93,555	140	$ 14,706	1370	$ 62,385	0	$ -	60	$ 10,388	148	$ 6,322	0	$ -	224	$ 34,600	0	$ -	3,578	$ 221,956
X.09 ROADWAY DESIGN AND FINAL ROADWAY DESIGN	3553	$ 177,194	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	3,553	$ 177,194
X.10 DRAINAGE DESIGN	4496	$ 226,667	200	$ 19,357	620	$ 26,806	0	$ -	120	$ 20,776	2,787	$ 96,906	928	$ 47,160	0	$ -	0	$ -	9,151	$ 437,672
X.11 STRUCTURAL DESIGN	224	$ 13,552	0	$ -	7993	$ 340,733	0	$ -	24	$ 4,155	0	$ -	0	$ -	0	$ -	0	$ -	8,241	$ 358,440
X.12 RETAINING WALL DESIGN	761	$ 38,258	0	$ -	176	$ 8,238	0	$ -	4	$ 693	0	$ -	0	$ -	0	$ -	0	$ -	941	$ 47,188
X.13 SIGNING, MARKINGS AND SIGNALIZATION	1122	$ 48,583	0	$ -	76	$ 3,250	0	$ -	4	$ 693	0	$ -	500	$ 21,219	0	$ -	0	$ -	1,702	$ 73,745
X.14 TRAFFIC CONTROL PLAN	757	$ 33,164	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	757	$ 33,164
X.15 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)	26	$ 1,579	0	$ -	0	$ -	0	$ -	8	$ 1,385	0	$ -	998	$ 45,735	0	$ -	0	$ -	1,032	$ 48,699
X.16 ILLUMINATION	486	$ 29,920	0	$ -	0	$ -	0	$ -	4	$ 693	0	$ -	0	$ -	0	$ -	0	$ -	490	$ 30,613
X.17 TOLL FACILITY INFRASTRUCTURE DESIGN	306	$ 16,436	0	$ -	540	$ 22,831	0	$ -	4	$ 693	0	$ -	148	$ 7,316	0	$ -	0	$ -	998	$ 47,275
X.18 MISCELLANEOUS	1546	$ 77,076	0	$ -	872	$ 40,925	0	$ -	0	$ -	330	$ 13,233	120	$ 7,022	116	$ 16,700	0	$ -	2,984	$ 154,956
X.19 COORDINATION, MEETINGS & INVOICING	972	$ 56,657	394	$ 42,904	260	$ 16,014	0	$ -	0	$ -	448	$ 18,886	318	$ 16,192	100	$ 16,700	0	$ -	2,492	$ 167,353
X.20 CONSTRUCTION PHASE SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
DIRECT SALARY SUBTOTALS	17641	$ 914,357	2030	$ 192,813	12035	$ 529,248	1950	$ 286,980	440	$ 71,103	4865	$ 176,076	3046	$ 146,507	508	$ 79,350	4110	$ 557,692	46625	$ 2,954,126
OVERHEAD	145.59%	$ 1,331,212	0.00%	$ -	185.91%	$ 983,925	0.00%	$ -	0.00%	$ -	196.61%	$ 346,183.93	178.16%	$ 261,016.41	0.00%	$ -	0.00%	$ -		$ 2,922,337
PROFIT	12.00%	$ 269,468	0.00%	$ -	12.00%	$ 181,581	0.00%	$ -	0.00%	$ -	12.00%	$ 62,671.25	12.00%	$ 48,902.78	0.00%	$ -	0.00%	$ -		$ 562,623
TOTAL LABOR COST		$ 2,515,037		$ 192,813		$ 1,694,753		$ 286,980		$ 71,103		$ 584,932		$ 456,426		$ 79,350		$ 557,692		$ 6,439,086
DIRECT EXPENSES		$ 3,005		$ 1,818		$ 4,995		$ 375,971		$ 432		$ 1,413		$ 3,410		$ 1,524		$ 132,054	0	$ 524,622
PROJECT TOTALS		$ 2,518,042		$ 194,631		$ 1,699,748		$ 662,951		$ 71,536		$ 586,345		$ 459,836		$ 80,874		$ 689,746		$ 6,963,708
DBE PERCENTAGE	36.2%		2.8%								8.4%								47.4%	
OVERALL PERCENTAGES	36.2%		2.8%		24.4%		9.5%		1.0%		8.4%		6.6%		1.2%		9.9%		100.0%	

EXHIBIT D COMPENSATION SUMMARY - NTP1

CATEGORY	RTG		COX|McLAIN		CP&Y		FUGRO		CAMBRIAN		K FRIESE		RS&H		RVI		SAM		TOTALS - NTP1	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
1.01 ENVIRONMENTAL DOCUMENT REVIEW/COORDINATION	224	$ 11,666	324	$ 27,552	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	548	$ 39,218
1.02 PUBLIC INVOLVEMENT AND STAKEHOLDER COORDINATION	280	$ 16,932	80	$ 9,508	24	$ 1,650	0	$ -	40	$ 6,925	40	$ 1,869	24	$ 1,251	16	$ 3,200	0	$ -	504	$ 41,336
1.03 DATA COLLECTION	176	$ 10,855	0	$ -	28	$ 1,565	0	$ -	64	$ 8,543	48	$ 1,846	0	$ -	52	$ 8,150	0	$ -	368	$ 30,959
1.04 GEOTECHNICAL INVESTIGATION	76	$ 4,804	0	$ -	16	$ 995	1720	$ 252,980	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	1,812	$ 258,779
1.05 SUPPLEMENTAL SURVEYING	56	$ 3,248	0	$ -	12	$ 735	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	3706	$ 505,495	3,774	$ 509,478
1.06 ROW MAPPING	30	$ 1,781	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	30	$ 1,781
1.07 UTILITY COORDINATION AND DESIGN	92	$ 4,949	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	154	$ 21,457	246	$ 26,406
1.08 PREL. DESIGN & INCORP OF INNOVATIVE AND SUSTAINABLE COMPO	1196	$ 68,603	32	$ 2,912	310	$ 16,047	0	$ -	20	$ 3,463	148	$ 6,322	0	$ -	224	$ 34,600	0	$ -	1,930	$ 131,946
1.09 ROADWAY DESIGN	211	$ 11,486	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	211	$ 11,486
1.10 DRAINAGE DESIGN	460	$ 23,092	0	$ -	44	$ 2,665	0	$ -	0	$ -	1443	$ 50,772	0	$ -	0	$ -	0	$ -	1,947	$ 76,529
1.11 STRUCTURAL DESIGN	84	$ 4,804	0	$ -	2463	$ 108,392	0	$ -	24	$ 4,155	0	$ -	0	$ -	0	$ -	0	$ -	2,571	$ 117,352
1.12 RETAINING WALL DESIGN	56	$ 2,904	0	$ -	16	$ 787	0	$ -	4	$ 693	0	$ -	0	$ -	0	$ -	0	$ -	76	$ 4,384
1.13 SIGNING, MARKINGS AND SIGNALIZATION	56	$ 2,814	0	$ -	0	$ -	0	$ -	4	$ 693	0	$ -	8	$ 443	0	$ -	0	$ -	68	$ 3,949
1.14 TRAFFIC CONTROL PLAN	156	$ 7,968	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	156	$ 7,968
1.15 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)	26	$ 1,579	0	$ -	0	$ -	0	$ -	8	$ 1,385	0	$ -	254	$ 12,113	0	$ -	0	$ -	288	$ 15,077
1.16 ILLUMINATION	86	$ 5,620	0	$ -	0	$ -	0	$ -	4	$ 693	0	$ -	0	$ -	0	$ -	0	$ -	90	$ 6,313
1.17 TOLL FACILITY INFRASTRUCTURE DESIGN	56	$ 3,140	0	$ -	284	$ 11,939	0	$ -	0	$ -	0	$ -	84	$ 3,745	0	$ -	0	$ -	424	$ 18,823
1.18 MISCELLANEOUS	274	$ 13,531	0	$ -	104	$ 4,439	0	$ -	0	$ -	0	$ -	0	$ -	116	$ 16,700	0	$ -	494	$ 34,670
1.19 COORDINATION, MEETINGS & INVOICING	418	$ 24,464	113	$ 13,047	120	$ 6,976	0	$ -	0	$ -	178	$ 7,458	98	$ 4,720	100	$ 16,700	0	$ -	1,027	$ 73,365
1.20 CONSTRUCTION PHASE SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
DIRECT SALARY SUBTOTALS	4013	$ 224,239	549	$ 53,019	3421	$ 156,192	1720	$ 252,980	168	$ 26,549	1857	$ 68,267	468	$ 22,271	508	$ 79,350	3860	$ 526,952	16564	$ 1,409,819
OVERHEAD	145.59%	$ 326,470		$ -	185.91%	$ 290,376		$ -		$ -	196.61%	$ 134,219.81	178.16%	$ 39,678.58		$ -		$ -		$ 790,744
PROFIT	12.00%	$ 66,085		$ -	12.00%	$ 53,588		$ -		$ -	12.00%	$ 24,298.42	12.00%	$ 7,433.99		$ -		$ -		$ 151,406
TOTAL LABOR COST		$ 616,795		$ 53,019		$ 500,155		$ 252,980		$ 26,549		$ 226,785		$ 69,384		$ 79,350		$ 526,952		$ 2,351,969
DIRECT EXPENSES		$ 737		$ 500		$ 1,474		$ 331,428		$ 161		$ 548		$ 518		$ 1,524		$ 127,262	0	$ 464,153
TOTALS - NTP1		$ 617,532		$ 53,519		$ 501,630		$ 584,408		$ 26,710		$ 227,333		$ 69,902		$ 80,874		$ 654,214		$ 2,816,122
DBE PERCENTAGE	21.9%		1.9%								8.1%								31.9%	
OVERALL PERCENTAGES	21.9%		1.9%		17.8%		20.8%		0.9%		8.1%		2.5%		2.9%		23.2%		100.0%	

EXHIBIT D COMPENSATION SUMMARY - NTP2

CATEGORY	RTG		COX|McLAIN		CP&Y		FUGRO		CAMBRIAN		K FRIESE		RS&H		RVI		SAM		TOTALS - NTP2	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
2.01 ENVIRONMENTAL DOCUMENT REVIEW/COORD	172	$ 10,040	800	$ 67,801	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	972	$ 77,841
1.02 PUBLIC INVOLVEMENT AND STAKEHOLDER COORDIN	226	$ 13,438	92	$ 10,984	32	$ 2,200	0	$ -	44	$ 7,618	56	$ 2,637	10	$ 612	0	$ -	0	$ -	460	$ 37,489
2.03 DATA COLLECTION	104	$ 6,514	0	$ -	16	$ 920	0	$ -	64	$ 8,543	0	$ -	0	$ -	0	$ -	0	$ -	184	$ 15,977
2.04 GEOTECHNICAL INVESTIGATION	32	$ 1,924	0	$ -	0	$ -	230	$ 34,000	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	262	$ 35,924
2.05 SUPPLEMENTAL SURVEYING	24	$ 1,324	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	250	$ 30,740	274	$ 32,064
2.06 ROW MAPPING	32	$ 1,950	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	32	$ 1,950
2.07 UTILITY COORDINATION AND DESIGN	232	$ 12,293	0	$ -	0	$ -	0	$ -	0	$ -	1008	$ 34,376	0	$ -	0	$ -	0	$ -	1,240	$ 46,670
2.08 SPECIAL DESIGN PER MOBILITY AUTHORITY REQUES	440	$ 24,952	108	$ 11,794	1060	$ 46,339	0	$ -	40	$ 6,925	0	$ -	0	$ -	0	$ -	0	$ -	1,648	$ 90,010
2.09 FINAL ROADWAY DESIGN	3342	$ 165,708	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	3,342	$ 165,708
2.10 DRAINAGE DESIGN	4036	$ 203,575	200	$ 19,357	576	$ 24,141	0	$ -	120	$ 20,776	1344	$ 46,135	928	$ 47,160	0	$ -	0	$ -	7,204	$ 361,144
2.11 STRUCTURAL DESIGN	140	$ 8,748	0	$ -	5530	$ 232,340	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	5,670	$ 241,088
2.12 RETAINING WALL DESIGN	705	$ 35,354	0	$ -	160	$ 7,450	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	865	$ 42,804
2.13 SIGNING, MARKINGS AND SIGNALIZATION	1066	$ 45,769	0	$ -	76	$ 3,250	0	$ -	0	$ -	0	$ -	492	$ 20,777	0	$ -	0	$ -	1,634	$ 69,796
2.14 TRAFFIC CONTROL PLAN	601	$ 25,196	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	601	$ 25,196
2.15 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	744	$ 33,622	0	$ -	0	$ -	744	$ 33,622
2.16 ILLUMINATION	400	$ 24,300	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	400	$ 24,300
2.17 TOLL FACILITY INFRASTRUCTURE DESIGN	250	$ 13,296	0	$ -	256	$ 10,892	0	$ -	4	$ 693	0	$ -	64	$ 3,571	0	$ -	0	$ -	574	$ 28,452
2.18 MISCELLANEOUS	1272	$ 63,544	0	$ -	768	$ 36,486	0	$ -	0	$ -	330	$ 13,233	120	$ 7,022	0	$ -	0	$ -	2,490	$ 120,285
2.19 COORDINATION, MEETINGS & INVOICING	554	$ 32,193	281	$ 29,858	140	$ 9,038	0	$ -	0	$ -	270	$ 11,428	220	$ 11,472	0	$ -	0	$ -	1,465	$ 93,988
2.20 CONSTRUCTION PHASE SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -
DIRECT SALARY SUBTOTALS	13628	$ 690,117	1481	$ 139,794	8614	$ 373,056	230	$ 34,000	272	$ 44,554	3008	$ 107,809	2578	$ 124,235	0	$ -	250	$ 30,740	30061	$ 1,544,307
OVERHEAD	145.59%	$ 1,004,742	0.00%	$ -	185.91%	$ 693,549	0.00%	$ -	0.00%	$ -	196.61%	$ 211,964.12	178.16%	$ 221,337.82	0.00%	$ -	0.00%	$ -		$ 2,131,593
PROFIT	12.00%	$ 203,383	0.00%	$ -	12.00%	$ 127,993	0.00%	$ -	0.00%	$ -	12.00%	$ 38,372.83	12.00%	$ 41,468.79	0.00%	$ -	0.00%	$ -		$ 411,217
TOTAL LABOR COST		$ 1,898,242		$ 139,794		$ 1,194,598		$ 34,000		$ 44,554		$ 358,146		$ 387,042		$ -		$ 30,740		$ 4,087,117
DIRECT EXPENSES		$ 2,268		$ 1,318		$ 3,521		$ 44,543		$ 271		$ 865		$ 2,892		$ -		$ 4,792	0	$ 60,470
TOTALS - NTP2		$ 1,900,510		$ 141,112		$ 1,198,118		$ 78,543		$ 44,825		$ 359,012		$ 389,934		$ -		$ 35,532		$ 4,147,586
DBE PERCENTAGE	45.8%		3.4%								8.7%								57.9%	
OVERALL PERCENTAGES	45.8%		3.4%		28.9%		1.9%		1.1%		8.7%		9.4%		0.0%		0.9%		100.0%	

EXHIBIT E

FORM E-1

Central Texas Regional Mobility Authority
Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: ____% Federally Funded _____ State Funded ___

Prime Provider:_____ Total Contract Amount: _____

Prime Provider Info: DBE ___ HUB ___ Both ___

Vendor ID #: _____ DBE/HUB Expiration Date: _____

(First 11 Digits Only)

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

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

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

Total DBE **or** HUB Commitment Dollars $_____

Total DBE **or** HUB Commitment Percentages of Contract _____%
(Commitment Dollars and Percentages are for Subproviders only)

FORM E-2

Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:	**County:**	**Contract-CSJ:**

Items of work to be performed (attach a list of work items if more room is required):

Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
				Total	

Add Ro

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
DBE:		Name/Title (please print):
Vendor No.:		
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:
Subcontractor (if the DBE will be a second tier sub):		Name/Title (please print):
Address:		Signature:
Phone:	Fax:	
E-mail:		Date:

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

FORM E-3

Texas Department of Transportation

DBE Prime Contractor To Non-DBE Subcontractors

Form SMS.4902
(Rev. 05/08)

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

Name of Non-DBE Subcontractor	$ Amount Paid This Period	Total $ Amount Paid to Date

Send this report to the District DBE Coordinator. Report is due within 15 days following the end of each calendar month.

Signature: _____ Date:
_____ Company Official

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-4

TxDOT Department of Transportation
DBE Monthly Progress Report

Form SMS. 4903
(Rev. 05/08)

Project: _____ Contract CSJ: _____

County: _____ District: _____

Letting Date: _____ For Month of (Mo./Yr.): _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____% DBE Goal Dollars: _____

Vendor Number	Name of DBE Sub/Supplier	* RC or RN	** DBE $ Amt Paid for Work Performed this Period (X)	*** $ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.
**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.
*** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately.

Any changes to the DBE commitments approved by the department must be reported to the area engineer.*

Submissions of this report for periods of negative DBE activity is required. This report is required until all DBE subcontracting or material supply activity is completed.
I hereby certify that the above is a true and correct statement of the amounts paid to the DBE firms listed above.

Signature: _____ Date: _____

This report must be sent to the are engineer's office within 15 days following the end of the calendar month.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that is collected about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

FORM E-5

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

Contract #: _____ Original Contract Amount: _____

Date of Execution: _____ Approved Supplemental Agreements: _____

Prime Provider: _____ Total Contract Amount: _____

Work Authorization No. _____ Work Authorization Amount: _____

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

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

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Contract Manager/Managing Office
1 Copy – CTRMA DBE Liaison, c/o HNTB or Atkins, _____, Austin, Texas

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

Print Name - Company Official /DBE Liaison Officer	Signature	Phone	Date
Email		Fax	

FORM E-6

DBE Final Report

Form SMS. 4903
(Rev. 09/10)

The DBE final report form should be filled out by the contractor and submitted to the appropriate district office upon completion of the project. One copy of the report must be submitted to the area engineer's office. The report should reflect all DBE activity on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

Project: _____ Contract CSJ: _____

County: _____ Control Project: _____

Letting Date: _____ DBE Goal: _____

Contractor: _____ Contract Amount: _____

Vendor Number	Name of DBE Sub/Supplier	* RC or RN	** DBE $ Amt Paid for Work Performed this Period (X)	*** $ Amt Paid to Non-DBE 2nd Tier Subs and Haulers (Y)	Amt Paid to DBEs to Date (X-Y)	For TxDOT use Only

* Race Conscious or Race Neutral.
**Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE second-tier subcontracts and haulers from this column.
*** Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Was there a project under-run caused by a TxDOT change order that impacted DBE Goal attainment?
_____ Yes _____ No Change Order Number _____

This is to certify that _____ % of the work was completed by Disadvantaged Business Enterprises as stated above.

By _____ Per: _____
Name of General Contractor Contractor's Signature

Subscribed and sworn to before me, this _____ day of _____, A.D. _____

_____ _____
Notary Public County

EXHIBIT F

Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts
Special Provision

1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's ("DOT") policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.

2) **POLICY.** It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the Mobility Authority has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:

   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.

   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.

   c. When submitting the contract for execution by the Mobility Authority, the Provider must complete and furnish Form E-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Form E-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Form E-1 is required at the time of submitting the contract for execution by the Mobility Authority. Form E-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Mobility Authority. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.

   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Mobility Authority; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

3) **DEFINITIONS.**

a. "Mobility Authority" means the Central Texas Regional Mobility Authority.

b. "Department" means the Texas Department of Transportation (TxDOT).

c. "Federal-Aid Contract" is any contract between the Mobility Authority and a Provider which is paid for in whole or in part with U. S. Department of Transportation ("DOT") financial assistance.

d. "Provider" is any individual or company that provides professional or technical services.

e. "DBE Joint Venture" means an association of a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

f. "Disadvantaged Business Enterprise" or "DBE" means a firm certified as such by the Department in accordance with 49 CFR Part 26 and listed on the Department's website under the Texas Unified Certification Program.

g. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

h. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

i. "DBE Liaison" shall have the meaning set forth in Section 5.e. herein.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise participation in the work to be performed under this contract is 11.7% of the contract amount. This goal is established in accordance with the provisions of the MOU.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Mobility Authority on Form E-3.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time

to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Department's Director of the Business Opportunity Programs Office or the Mobility Authority's DBE Liaison determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Department or the Mobility Authority, as appropriate.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to

the satisfaction of the Mobility Authority that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Form E-2 for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Mobility Authority. The Mobility Authority may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer ("DBE Liaison") who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts. Under the terms of the MOU, only DBEs certified as eligible to participate on Department roadway construction projects and listed on the Department's website under the Texas Unified Certification Program are eligible to participate on Mobility Authority roadway construction projects.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in the Department's DBE program and adopted by the Mobility Authority under the terms of the MOU.

c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.** A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a

commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Mobility Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Mobility Authority.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment reported (Form E-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Forms E-4 and E-5), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent monthly to the Mobility Authority as provided in Section 8.b. below and should also be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported. These reports will be required until all subprovider activity is completed.** The Mobility Authority may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.

c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Mobility Authority, the Department or the DOT.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Form E-6), detailing the DBE payments. The Final Report is to be sent to the Mobility Authority and one (1) copy is to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Mobility Authority and/or the Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of DBE Monthly Progress Reports (Form E-4), submitted to the Mobility Authority by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Mobility Authority or the Department. The DBE Monthly Progress Report (Form E-4) must be submitted at a minimum monthly to the Mobility Authority, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall immediately contact the Mobility Authority in writing if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;

(2) A DBE firm does not perform a commercially useful function;

(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;

(4) Payment is made to a broker or a firm with a brokering-type operation; or

(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Mobility Authority reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Mobility Authority; or such other remedy or remedies as the Mobility Authority deems appropriate.

EXHIBIT G

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts Special Provision

It is the policy of the DOT, the Central Texas Regional Mobility Authority (the "Mobility Authority") and the Texas Department of Transportation (the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program ("DBE Program"), shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and it is the DOT's policy that a maximum feasible portion of the Department's and the Mobility Authority's overall DBE goal be met using race-neutral means. The Mobility Authority and the Department previously entered into a Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Opportunity Program by the Central Texas Regional Mobility Authority (the "MOU") dated effective February 1, 2007. The MOU provides that the CTRMA has adopted the Department's DBE Program with the consent of the Federal Highway Administration for contracts financed in whole or in part with Federal funds. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Form E-3. Payments to DBEs reported on Form E-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Mobility Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Mobility Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Mobility Authority or other such remedy as the Mobility Authority deems appropriate.

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

RESOLUTION NO. 14-___

APPROVING A CONTRACT AND WORK AUTHORIZATION WITH RODRIGUEZ TRANSPORTATION GROUP, INC., FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE SH 45 SW PROJECT.

WHEREAS, by Resolution No. 14-071, adopted on September 24, 2014, the Board of Directors authorized the Executive Director to negotiate a professional services contract to provide professional engineering design services for the SH 45 SW Project with Rodriguez Transportation Group, Inc. ("RTG"); and

WHEREAS, Mobility Authority staff and its general engineering consultant have negotiated a contract and work authorization with RTG, and copies of those documents have been provided to the Board in the agenda backup materials for this resolution; and

WHEREAS, the Executive Director recommends approval of the proposed contract and work authorization with RTG to provide professional engineering design services for the SH 45 SW Project.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director may finalize and execute on behalf of the Mobility Authority the proposed contract and work authorization with Rodriguez Transportation Group, Inc. to provide professional engineering design services for the SH 45 SW Project, in the form or substantially the form as provided in the agenda backup materials.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

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

Approved:

_____
Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 14-___
Date Passed 10/29/14

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #7 SUMMARY

Approve the minutes for the July 30, 2014, Regular Board Meeting.

Department: Law

Funding Source: None

Board Action Required: Yes (by Motion)

Description of Matter:

Approve the Minutes for the July 30, 2014, Regular Board Meeting

Reference documentation: Draft Minutes, July 30, 2014, Regular Board Meeting

Contact for further information: Andrew Martin, General Counsel

MINUTES

Regular Meeting of the Board of Directors
of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, July 30, 2014
9:00 A.M.

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr., Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted July 25, 2014 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

1. Welcome and Opening Remarks by Chairman Ray Wilkerson.

Chairman Ray Wilkerson called the meeting to order at 9:01 a.m. and called the roll. Directors present at the time the meeting was called to order were Mr. Jim Mills, Mr. Bob Bennett, Ms. Nikelle Meade, and Mr. David Armbrust. Mr. David Singleton and Mr. Charles Heimsath were not present for the meeting.

2. Opportunity for Public Comment.

Bill Bunch, Executive Director of Save Our Springs Alliance, provided comments on the MoPac Improvement Project and SH 45 SW suggesting that the Mobility Authority consider the impact of the bottleneck that will occur on the bridge over Lady Bird Lake once SH 45 SW is open to traffic.

3. Authorize a procurement for marketing services for the MoPac Express Lanes information campaign.

4. Authorize a procurement for services related to traffic signals, signage, and lighting on Mobility Authority roadways.

Chairman Ray Wilkerson presented Items 3 and 4 for Board consideration under the consent agenda.

Mr. Bob Bennett moved for approval of Items 3 and 4 as the consent agenda, and Mr. David Armbrust seconded the motion. The motion carried unanimously, 5-0, and the respective resolutions for Items 3 and 4 were approved as drafted.

5. Approve the minutes for the June 25, 2014, Regular Board Meeting.

Chairman Ray Wilkerson presented for Board consideration the minutes for the June 25, 2014, Regular Board Meeting. Mr. Jim Mills moved to approve the minutes as drafted, and Mr. Bob

Bennett seconded the motion. The motion carried unanimously 5-0, and the minutes were approved as drafted.

6. **Approve the unaudited financial statements for June 2014.**

Mr. Bill Chapman presented this item. There was nothing unusual to report for the June 2014 financial statements.

Mr. Bob Bennett moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

7. **Approve an amendment to the contract with CDM Smith Inc. for traffic and revenue studies on Mobility Authority toll projects.**

Mr. Bill Chapman presented this proposed amendment to the Agreement for Traffic and Revenue Engineering Services with CDM Smith. The amendment deletes the existing July 31, 2014, expiration date and instead provides that the contract will continue until either party provides a 120 day notice of termination, or terminates the contract under another provision of the current contract.

Ms. Nikelle Meade moved for approval, and Mr. David Armbrust seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

8. **Authorize the Executive Director to execute an amendment to the advance funding agreement with the Texas Department of Transportation for the Bergstrom Expressway.**

Mr. Sean Beal presented this item. The amendment will add $13,730,000 to the previously approved Advance Funding Agreement of $6,500,000 making a total of $20,230,000 in STP MM funds available to the Mobility Authority to cover project development costs for the Bergstrom Expressway Project. The project development costs will include, but not be limited to, project management and oversight, utilities, right of way, administrative tasks, community outreach, and preliminary and final design. Any unused funds can be carried over to cover construction costs.

Mr. Jim Mills moved for approval, and Mr. Bob Bennett seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

9. **Authorize the Executive Director to execute an advance funding agreement with the Texas Department of Transportation for the Oak Hill Parkway.**

Mr. Sean Beal presented this item. The Advance Funding Agreement for $5,930,000 in STP MM funds to the Mobility Authority will cover the costs associated with preliminary project development of the Oak Hill Parkway Project. The project development costs will include, but not be limited to, project management, administrative tasks, right of way, utilities, community outreach, and preliminary and final design.

Bill Bunch, Executive Director of Save Our Springs Alliance, provided public comment and stated that naming the project as a "parkway" was misleading. Calling the Oak Hill project the

"Oak Hill Parkway" when it would have frontage roads in all of the alternatives was not consistent with the Mobility Authority's claims of placing a priority on transparency. He suggested that the Mobility Authority consider changing the project name.

Mr. Bob Bennett moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

10. Approve a work authorization with Atkins North America, Inc., to provide general engineering consultant services for the SH 71 Express Project.

Mr. Sean Beal presented this item. Atkins North America, Inc. will provide General Engineering Consultant services to the Mobility Authority for development of the SH 71 Express Project. These efforts will include, but not be limited to, project management, administrative tasks, and program oversight including coordination with TxDOT, consultants, resource agencies, design/construction oversight, toll systems integrator oversight, toll lane maintenance and operations, community outreach and additional activities as specifically requested by the Mobility Authority.

Mr. Bob Bennett moved for approval, and Mr. David Armbrust seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

11. Approve a work authorization with Telvent USA, LLC, for toll system design and integration services for the SH 71 Express Project.

Mr. Tim Reilly presented this item. Schneider Electric (dba Telvent USA LLC) will provide Tolls System Integration services to the Mobility Authority for development of the SH 71 Toll Lanes. These efforts will include, but not be limited to, procurement, installation, testing, and implementation of a complete and fully operational toll collection system. Services will also include communications and system interfaces consisting of design, coordination, and project interface activities to facilitate the design and construction of the toll system infrastructure facilities by others on the SH 71 Toll Lanes Project, and additional activities as specifically requested by the Mobility Authority.

Ms. Nikelle Meade moved for approval, and Mr. David Armbrust seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

12. Approve a resolution supporting the proposed amendments to the Texas Constitution providing for increased state funding for roads, highways and bridges.

Mr. Brian Cassidy presented this item. The 83rd Texas Legislature passed SJR 1 proposing a constitutional amendment to be placed on the November 4, 2014 state ballot. The ballot language provides:

> "The constitutional amendment providing for the use and dedication of certain money transferred to the state highway fund to assist in the completion of transportation construction, maintenance, and rehabilitation projects, not to include toll roads;"

The proposed amendment would result in an estimated $1.4 billion per year in additional funding for the state highway fund. With the passage of this resolution, the Mobility Authority would join other groups and regional mobility authorities who support this amendment to provide additional funding to the state highway fund.

Ms. Nikelle Meade moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

Briefing and discussion on the following:

13. Quarterly briefing on the MoPac Improvement Project.

Ms. Heather Reavey, Mr. Paul Petrich, and Mr. Ben Torres presented this item. Weekly task force meetings continue, water pollution abatement plan was approved, coordination continues with UPRR and CapMetro, and change order development and design revisions are ongoing. Construction activities include: striping and metal beam guard fence removals, placement of temporary traffic barriers, erosion control measures, fabrication and pre-cast concrete barrier rails, sound wall panels, drilled shafts for bridges, roadway maintenance, temporary lighting installation and drainage structures, utility relocations, pavement marking removals and replacements, and excavation and grading for retaining walls. The project supported 203 jobs during the reporting month of June 2014.

14. Quarterly briefing on the following projects: Maha Loop/Elroy Road, 183/183A Intersection, SH 71 Express, Bergstrom Expressway, Oak Hill Parkway, MoPac South, MoPac Intersections, 183 North, SH 45 SW.

Mr. Bubba Needham, Mr. Sean Beal, and Ms. Melissa Hurst presented this item. The project development process is currently focusing on environmental assessment, final design schematic, public outreach, final context sensitive solutions, and design-build procurement for the Bergstrom Expressway. The environmental assessment is scheduled to be complete in spring 2015.

The implementation of the Oak Hill Parkway project is currently focusing on actively engaging the public to help identify project constraints and initiation of early concept development through the use of citizen workgroups. The environmental impact statement is anticipated to take approximately four years to complete.

The Mobility Authority is leading the environmental study and community outreach program for the MoPac South Project in partnership with the Texas Department of Transportation. The first technical working group meeting was held in April 2014. Initial traffic data has been developed and evaluation of preliminary alternatives against evaluation criteria will begin. Engineers are initiating sketch level designs. Initial draft environmental assessment submittal is planned for early 2015 with a public hearing planned for the summer of 2015.

The schematic design for the MoPac Intersections and the technical memoranda have been submitted to TxDOT for review and comment. An environmental decision is anticipated in winter 2014/2015.

The team continues preparation of environmental documentation for the 183 North project. Comments from TxDOT and FHWA on the draft purpose and need have been addressed and the updated draft is being circulated. A second technical working group was held on June 24. Project preliminary design and traffic operational analysis is on-going. Initial traffic modeling micro simulations for the US183/MoPac interchange have been completed and reviewed. The environmental process is anticipated to take two to three years. A public hearing is anticipated in August 2015, and a completion of the environmental study in early 2016.

TxDOT provided a presentation on SH 45 SW at the Kent Butler Summit on April 25. The draft environmental impact statement was released for public review on June 27, and a public hearing is scheduled for July 29, 2014. The Mobility Authority continues to manage the project website and Twitter account as well as answering the phone hotline. A request for qualifications to procure engineering design services for SH 45 SW was posted on May 23, 2014, and a pre-proposal conference was held on June 3. Responses to the RFQ will be due on July 30. Interviews, review, and a recommendation for a design procurement shortlist are planned for late August 2014.

Bill Bunch, Executive Director of Save Our Springs Alliance, provided comments on this item. He stated that SH 45 SW would add more traffic and congestion onto MoPac, and expressed concerns about its eventual connection to IH35, which will increase traffic from IH35 to MoPac.

15. Presentation on traffic modeling for the SH 45 SW project.

Mr. Will Smithson presented this item and provided a brief presentation on the traffic modeling for the SH 45 SW project.

Bill Bunch, Executive Director of Save Our Springs Alliance, provided comments on this item and expressed concerns about the results of the traffic modeling. He stated among other comments that all the adjoining projects, such as SH 45SW, MoPac Intersection Improvements and MoPac South, should have been studied jointly and not as separate projects; that all of the traffic modeling assumed that South Mopac was already expanded as contemplated by the CAMPO 2035 plan; and that there was no traffic modeling at all looking at impacts on MoPac traffic prior to or in the absence of expanding South MoPac, which is not scheduled to take place for some years.

16. Executive Director's report.

Mr. Mike Heiligenstein provided a brief update on the interlocal agreement with the City of Leander and the development project adjacent to the 183/183A Intersection and reported that he participated in a presentation of transportation issues to City of Austin City Council candidates.

20. Authorize negotiation and execution of an agreement with William K. Reagan and Reagan National Advertising of Austin, Inc. to resolve outstanding claims relating to acquisition of property interests in Parcel 17, a 0.899 acre parcel of real estate located at 9207 US Hwy 290E in Travis County, necessary for construction of the Manor Expressway (290 Toll) project.

Mr. Andy Martin presented this item, recommending that the Mobility Authority resolve all outstanding claims and disputes with the property owners by acquiring their interest in the ground lease for an agreed amount of $120,000.00.

Ms. Nikelle Meade abstained from the vote. Mr. David Armbrust moved for approval, and Mr. Jim Mills seconded the motion. The motion carried unanimously, 4-0, and the resolution was approved as drafted.

Chairman Ray Wilkerson declared the meeting adjourned at 11:00 a.m. with unanimous consent.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #8 SUMMARY

Approve the minutes for the September 24, 2014, Regular Board Meeting.

Department:	Law
Funding Source:	None
Board Action Required:	Yes (by Motion)

Description of Matter:

Approve the Minutes for the September 24, 2014, Regular Board Meeting

Reference documentation:	Draft Minutes, September 24, 2014, Regular Board Meeting
Contact for further information:	Andrew Martin, General Counsel

MINUTES

Regular Meeting of the Board of Directors
of the
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Wednesday, September 24, 2014
9:00 A.M.

The meeting was held in the Mobility Authority's Lowell H. Lebermann, Jr. Board Room at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849. Notice of the meeting was posted September 19, 2014 at the respective County Courthouses of Williamson and Travis Counties; online on the website of the Secretary of State; online on the website of the Mobility Authority; and in the Mobility Authority's office lobby at 3300 N. Interstate 35, #300, Austin, Texas 78705-1849.

1. Welcome and Opening Remarks by Vice Chairman Jim Mills.

Vice Chairman Jim Mills called the meeting to order at 9:07 a.m. and called the roll. Directors present at the time the meeting was called to order were Ms. Nikelle Meade, Mr. David Singleton, and Mr. David Armbrust. Chairman Wilkerson and Mr. Bob Bennett were not present for the meeting.

2. Opportunity for Public Comment.

Gavino Fernandez addressed the Board of Directors regarding a situation he encountered with HERO personnel. He explained to the Board of Directors that he approached a HERO truck at a gas station for assistance with air for his low tires. The HERO workers let Mr. Fernandez know they could not offer him air because he was not stranded on the highway and was at a gas station that provided air service. Mr. Fernandez expressed his disappointment and frustration with the HERO workers.

Deputy Executive Director Mario Espinoza responded to Mr. Fernandez's remarks. Mr. Espinoza told the Board of Directors that he spoke with Mr. Fernandez prior to the meeting and apologized to him for his frustrating experience and any appearance of discrimination he may have felt. The Mobility Authority does not tolerate discriminatory acts. Recently, there has been a HERO management directive to the HERO workers about the services the HERO program is allowed to provide. They have been instructed to only provide services to those that are stranded on highways because HERO has had many incidences of individuals asking HERO workers for free gasoline at gas stations and for other services readily available to motorists. Mr. Tim Reilly will be working with the manager of the HERO program, Tom Frank, to educate the HERO drivers about their actions during certain situations. Mr. Espinoza told Mr. Fernandez that he would look into his concerns and report back to him, as well as share his findings with the Board. (Since the Board meeting, Mr. Espinoza completed his review and reported back to Mr. Fernandez and the Board.)

Ms. Nikelle Meade thanked Mr. Fernandez for addressing the Board.

Mr. Charles Heimsath arrived during agenda item 2.

3. **Approve an updated list of financial institutions and brokers authorized to provide investment services to the Mobility Authority.**

4. **Authorize issuing a request for qualifications from firms interested in providing investment banking services to the Mobility Authority.**

5. **Approve installation by the City of Cedar Park of a monument in the 183A right-of-way.**

6. **Authorize the Executive Director to execute an amendment to the advance funding agreement with the Texas Department of Transportation for the MoPac South project.**

7. **Approve an amendment to the contract with CDM Smith Inc. for traffic and revenue studies on Mobility Authority toll projects.**

8. **Authorize the Executive Director to execute an amendment to the advance funding agreement with the Texas Department of Transportation for the Bergstrom Expressway.**

9. **Approve a supplement to the Work Authorization with Atkins North America Inc. for general engineering consultant services on the Manor Expressway project.**

10. **Approve a supplement to the Work Authorization with Atkins North America Inc. for general engineering consultant services on the Bergstrom Expressway project.**

11. **Approve a supplement to the Work Authorization with Atkins North America Inc. for general engineering consultant services on the Oak Hill Parkway project.**

Vice Chairman Jim Mills presented Items 3, 4, 5, 6, 9, 10 and 11 for Board consideration as the consent agenda. At the request of staff items 7 and 8 were pulled for consideration a future Board meeting.

Mr. David Singleton moved for approval of the consent agenda, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously, 5-0, and the resolutions for Items 3, 4, 5, 6, 9, 10 and 11 passed on the consent agenda were approved as drafted.

12. **Approve the minutes for the July 20, 2014, Regular Board Meeting.**

Mr. Andy Martin explained that staff experienced a technical failure with the recording device from the July 30, 2014 Board Meeting. Draft minutes have been sent to the Board and will also be sent to the public speakers from that meeting to receive and incorporate their comments.

Ms. Nikelle Meade moved for approval of a motion to postpone approval of the July 30, 2014 Board Meeting minutes, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously, 5-0, and approval of the minutes were postponed to October's Board Meeting

13. **Approve the financial statements for July and August 2014.**

Mr. Bill Chapman presented this item. There was nothing unusual to report on the July and August financial statements.

Ms. Nikelle Meade moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

14. Award a contract for general toll systems consulting services.

Mr. Tim Reilly presented this item. At the May 21, 2014, Board meeting, the Board of Directors approved a request to procure a new contract for General Systems Consulting Services. The Executive Director recommends Board authorization to negotiate and enter into a contract with Fagan Consulting LLC for the General Systems Consultant Services and to issue two work authorizations to assist with operational oversight and monitoring of toll collection systems (TCS) and intelligent transportation systems (ITS), and to assist with general systems consulting related to the installation and integration of new TCS and ITS on Manor Expressway, MoPac Improvement Project, SH 71 and Bergstrom Expressway.

Mr. David Singleton moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

15. Award a contract for engineering and design services for the SH 45 SW project.

Mr. Wes Burford presented this item. On February 30, 2014, the Board of Directors authorized issuing a Request for Qualifications (RFQ) from teams interested in providing professional engineering and design services necessary to implement the SH 45 SW Project. The RFQ was issued on May 23, 2014. Nine responses were received on the July 30, 2014, deadline.

A Selection Committee led by Sean Beal, P.E., Engineering Manager, and composed of Mobility Authority staff, a TxDOT representative, and consultants evaluated the Responses against the criteria provided in the RFQ. The committee reviewed and scored the responses and made a recommendation to the Executive Director to short-list three of the responding teams.

The Selection Committee conducted interviews of the short-listed teams on August 22, 2014, and evaluated the teams based on their responses to prepared questions. The Executive Director stated his recommendation and requested Board approval of the Rodriguez Transportation Group, Inc., to provide professional engineering and design services for the SH 45 SW Project.

Ms. Nikelle Meade moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

16. Award a contract for construction of improvements to the 183/183A intersection.

Mr. Wes Burford presented this item. On August 29, 2014, the Mobility Authority received and opened five bids for the construction of the 183/183A intersection project. The bids have been reviewed by the GEC and legal counsel. The Executive Director recommends awarding the contract to the lowest responsive and responsible bidder, M.A. Smith Contracting, Inc.

Ms. David Singleton moved for approval, and Ms. Nikelle Meade seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

17. Approve respondents qualified to respond a request for detailed proposals to develop the Bergstrom Expressway project under a design-build contract.

Mr. Wes Burford presented this item. On March 26, 2014, the Board of Directors authorized issuing a Request for Qualifications (RFQ) to solicit qualifications from teams interested in pursuing the development of the Bergstrom Express Project through a Design/Build Contract. The RFQ was issued on April 14, 2014 and four Qualifications Submittals were received.

A Committee led by Sean Beal, P.E., Engineering Manager, and composed of Mobility Authority staff and consultants evaluated the Qualifications Submittals against the criteria provided in the RFQ. The RFQ Evaluation Committee recommends Board approval of a shortlist of proposers qualified to advance to the next step of the Design/Build Contract procurement process and respond to the Mobility Authority's request for detailed proposals. The recommended shortlist consists of Bergstrom Expressway Builders, Bergstrom Gateway Alliance, and Colorado River Constructors.

Ms. Nikelle Meade moved for approval, and Mr. David Armbrust seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

18. Authorize issuing both a draft and a final request for detailed proposals to develop the Bergstrom Expressway project under a design-build contract.

Mr. Wes Burford presented this item. Mobility Authority staff and consultants are preparing the Request for Detailed Proposals (RFDP) for a design/build contract to construct the Bergstrom Expressway Project, and are currently working with the Texas Department of Transportation and Federal Highway Administration to receive formal approval of the Final RFDP and authorization to issue the Final RFDP to the shortlisted Teams.

The Executive Director recommends Board authorization to release a draft RFDP to the shortlisted teams and to authorize release of the final RFDP subject to approval by the Federal Highway Administration

Mr. Charles Heimsath moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

19. Approve a change order with Central Texas Mobility Constructors, LLC, for additional main lane paving on the Manor Expressway project.

Mr. Wes Burford presented this item. The change order with Central Texas Mobility Constructors, LLC, includes compensation for additional asphalt surface course placed at the US 183 interchange and the SH 130 interchange. Additionally, full depth pavement repair was requested on the eastbound frontage road from approximate STA 440+00 to approximate STA 455+00. Due to unforeseen subsurface conditions at this full depth repair, underdrains were installed to ensure proper subsurface dewatering.

Mr. Charles Heimsath moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

20. Amend the Policy Code to establish speed limits for the tolled main lanes of the Manor Expressway.

Mr. Wes Burford presented this item. The existing maximum speed limits for tolled main lanes of the Manor Expressway were determined through engineering studies during the design process. Now that the roadway is open and traffic has normalized, speed limit studies have been conducted to determine the 85th percentile speeds per TxDOT's *Procedures for Establishing Speed Zones*. Staff recommends adoption of the speed zones identified in the Speed Zone Study.

Mr. David Singleton moved for approval, and Mr. Charles Heimsath seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

Briefing and discussion on the following:

21. Executive Director's report.

Mr. Mike Heiligenstein presented this item and discussed the success of the annual IBTTA meeting in Austin, Texas. The Mobility Authority received many compliments and a lot of exposure during the event.

22. Authorize negotiation and execution of a purchase contract, a settlement agreement, or both, to acquire Parcel 8 of the Manor Expressway Toll Project, consisting of a 2.175 acre tract in fee simple and a 0.18 acre drainage easement, located at the southeast corner of the intersection of US Highway 290 and US 183 in Travis County, owned by Fred and Scott Morse.

Mr. Andy Martin presented this item, recommending an agreed settlement amount of $795,000 to acquire Parcel 8.

Mr. David Armbrust moved for approval, and Mr. David Singleton seconded the motion. The motion carried unanimously, 5-0, and the resolution was approved as drafted.

Vice Chairman Jim Mills declared the meeting adjourned at 11:00 a.m. with unanimous consent.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #9 SUMMARY

Accept the financial statements for September 2014.

Department:	Finance
Funding Source:	None
Board Action Required:	Yes

Description of Matter:

Presentation and acceptance of the monthly financial statements for September 2014

Reference documentation:	Draft Resolution
	Draft Financial Statements for September 2014
Contact for further information:	Bill Chapman, Chief Financial Officer
	Cindy Demers, Controller

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

RESOLUTION NO. 14-___

ACCEPT THE FINANCIAL STATEMENTS FOR SEPTEMBER 2014.

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the months of September 2014, and has caused Financial Statements to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for September 2014, attached as Attachment A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

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

Approved:

_____
James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-___
Date Passed: 10/29/2014

Attachment A

Financial Statements for September 2014

Central Texas Regional Mobility Authority
Balance Sheet

	as of 9/30/2014		as of 9/30/2013	
	Assets			
Current Assets				
Cash				
Regions Operating Account	$ 968,950		$ 290,311	
Cash In TexSTAR	580,894		59,788	
Regions Payroll Account	107,428		19,163	
Restricted Cash				
Fidelity Govt MMA	214,484,178		150,267,494	
Restricted Cash-TexStar	11,032,496		25,358,003	
Overpayments account	57,516		38,267	
Total Cash and Cash Equivalents		227,231,461		176,033,026
Accounts Receivable				
Accounts Receivable	413,958		18,224	
Due From TTA	2,159,324		273,928	
Due From NTTA	254,785		134,723	
Due From HCTRA	275,693		131,666	
Due From TxDOT	1,056,879		590,250	
Interest Receivable	99,650		90,709	
Total Receivables		4,260,290		1,239,500
Short Term Investments				
Certificates of Deposit	5,000,000		-	
Agencies	40,865,410		69,632,828	
Total Short Term Investments		45,865,410		69,632,828
Total Current Assets		277,357,160		246,905,354
Total Construction In Progress		81,164,925		315,558,147
Fixed Assets (Net of Depreciation)				
Computers	74,689		102,284	
Computer Software	1,100,662		438,212	
Equipment	8,691		15,885	
Autos and Trucks	5,749		12,647	
Buildings and Toll Facilities	5,788,497		5,965,612	
Highways and Bridges	617,746,005		324,986,730	
Communication Equipment	522,974		719,089	
Toll Equipment	21,934,056		11,915,696	
Signs	11,683,154		8,768,335	
Land Improvements	12,851,061		7,201,660	
Right of Way	85,152,004		46,642,851	
Leasehold Improvements	185,343		164,813	
Total Fixed Assets		757,052,884		406,933,814
Other Assets				
Intangible Assets	13,671,318		15,032,417	
2005 Bond Insurance Costs	5,088,613		5,337,706	
Prepaid Insurance	0		6,980	
Total Other Assets		18,759,932		20,377,103
Total Assets		**$ 1,134,334,901**		**$ 989,774,418**

	as of 9/30/2014		as of 9/30/2013	
		Liabilities		
Current Liabilities				
Accounts Payable	707,004		183,060	
Construction Payable-Maha Loop	13,760,452		-	
Overpayments	59,195		39,607	
Interest Payable	9,992,053		11,707,307	
TCDRS Payable	37,779		36,476	
Due to Other Entities	779,109		331,550	
Total Current Liabilities		25,335,593		12,298,000
Long Term Liabilities				
Accrued Vac & Sick Leave Payable	189,089		189,089	
Total Long Term Payables		189,089		189,089
Bonds Payable				
Senior Lien Revenue Bonds				
Senior Lien Revenue Bonds 2010	109,043,344		105,511,641	
Senior Lien Revenue Bonds 2011	308,106,991		307,436,417	
Senior Refunding Bonds 2013	184,710,000		185,810,000	
Sn Lien Rev Bnd Prem/Disc 2010	83,045		122,447	
Sn Lien Rev Bnd Prem/Disc 2011	(3,541,902)		(3,683,278)	
Sn Lien Rev Bnd Prem/Disc 2013	16,179,353		18,958,088	
Total Senior Lien Revenue Bonds		614,580,831		614,155,315
Sub Lien Revenue Bonds				
Subordinated Lien Bond 2011	70,000,000		70,000,000	
Sub Refunding Bnds 2013	103,710,000		103,960,000	
Sub Lien Bond 2011 Prem/Disc	(1,862,527)		(1,960,508)	
Sub Refunding 2013 Prem/Disc	3,668,435		4,163,685	
Tot Sub Lien Revenue Bonds		175,515,908		176,163,177
Other Obligations				
2011 Regions Draw Down Note	2,747,233		2,380,581	
2013 American Bank Loan	5,300,000		5,300,000	
Total Other Obligations		8,047,233		7,680,581
Total Long Term Liabilities		798,333,062		798,188,162
Total Liabilities		**823,668,655**		**810,486,162**
		Net Assets		
Contributed Capital		23,347,060		18,334,846
Net Assets Beginning		263,492,792		151,281,301
Current Year Operations		23,826,395		9,672,109
Total Net Assets		**310,666,246**		**179,288,256**
Total Liabilities and Net Assets		**$ 1,134,334,901**		**$ 989,774,418**

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 9/30/2014	Percent of Budget	Actual Prior Year to Date 9/30/2013
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	22,080,350	6,720,676	30.44%	5,693,569
Toll Revenue-HCTRA-183A	1,089,491	580,795	53.31%	326,851
Toll Revenue-NTTA-183A	1,041,069	99,004	9.51%	208,163
Toll Revenue-TxTag-Manor	8,341,268	1,919,371	23.01%	514,286
Toll Revenue-HCTRA Manor	1,542,774	385,678	25.00%	68,634
Toll Revenue-NTTA-Manor	401,121	58,907	14.69%	21,334
Video Tolls 183A	8,414,300	1,465,073	17.41%	1,321,005
Video Tolls Manor Expressway	4,548,325	468,591	10.30%	191,706
Fee revenue 183A	2,660,832	472,882	17.77%	468,640
Fee revenue Manor Expressway	1,520,242	201,557	13.26%	118,771
Total Operating Revenue	**51,639,772**	**12,372,533**	23.96%	**8,932,959**
Other Revenue				
Interest Income	180,000	86,264	47.92%	46,608
Grant Revenue	2,399,600	29,708,321	1238%	7,944,478
Misc Revenue	-	2,116		11,408
Total Other Revenue	**2,579,600**	**29,796,701**	1155%	**8,002,494**
Total Revenue	**$ 54,219,372**	**$ 42,169,233**	**77.78%**	**$ 16,935,453**
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,286,142	503,232	22.01%	463,566
Part Time Salary Expense	51,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Salary Reserve	40,000	-	0.00%	-
TCDRS	334,167	70,813	21.19%	65,175
FICA	104,780	20,944	19.99%	19,145
FICA MED	33,417	7,298	21.84%	6,703
Health Insurance Expense	223,733	45,921	20.52%	49,546
Life Insurance Expense	5,903	1,041	17.63%	426
Auto Allowance Expense	10,200	-	0.00%	-
Other Benefits	190,809	23,852	12.50%	23,008
Unemployment Taxes	12,960	30	0.23%	16
Total Salaries and Wages	**3,296,111**	**673,132**	**20.42%**	**627,585**

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 9/30/2014	Percent of Budget	Actual Prior Year to Date 9/30/2013
Administrative				
Administrative and Office Expenses				
Accounting	5,000	1,713	34.26%	3,148
Auditing	70,000	34,293	48.99%	44,335
Human Resources	50,000	80,925	161.85%	2,763
IT Services	63,000	21,808	34.62%	5,828
Internet	6,700	412	6.15%	-
Software Licenses	20,200	6,752	33.42%	7,387
Cell Phones	12,100	1,883	15.56%	2,659
Local Telephone Service	25,000	3,649	14.60%	3,903
Overnight Delivery Services	1,700	15	0.88%	49
Local Delivery Services	1,150	-	0.00%	-
Copy Machine	8,000	2,688	33.60%	1,765
Repair & Maintenance-General	500	582	116.34%	-
Meeting Facilities	250	-	0.00%	-
CommunityMeeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,700	886	5.01%	1,642
Public Notices	2,000	-	0.00%	-
Toll Tag Expense	1,550	619	39.91%	42
Parking	3,400	723	21.27%	700
Mileage Reimbursement	9,750	593	6.09%	1,029
Insurance Expense	180,000	23,304	12.95%	19,054
Rent Expense	490,000	83,096	16.96%	56,916
Legal Services	320,000	-	0.00%	2,319
Total Administrative and Office Expenses	**1,293,000**	**263,941**	**20.41%**	**153,539**
Office Supplies				
Books & Publications	6,650	708	10.65%	377
Office Supplies	12,000	1,382	11.52%	3,114
Computer Supplies	12,500	5,443	43.55%	2,877
Copy Supplies	2,200	391	17.76%	-
Other Reports-Printing	13,000	414	3.18%	-
Office Supplies-Printed	2,700	562	20.80%	484
Misc Materials & Supplies	3,500	52	1.49%	1,122
Postage Expense	5,600	153	2.72%	82
Total Office Supplies	**58,150**	**9,105**	**15.66%**	**8,056**

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 9/30/2014	Percent of Budget	Actual Prior Year to Date 9/30/2013
Communications and Public Relations				
Graphic Design Services	50,000	-	0.00%	-
Website Maintenance	65,000	625	0.96%	-
Research Services	50,000	3,546	7.09%	-
Communications and Marketing	150,000	21,306	14.20%	100
Advertising Expense	260,000	5,949	2.29%	1,394
Direct Mail	5,000	95	1.90%	-
Video Production	30,000	-	0.00%	-
Photography	10,000	-	0.00%	-
Radio	10,000	-	0.00%	-
Other Public Relations	27,500	-	0.00%	-
Promotional Items	10,000	-	0.00%	23
Displays	5,000	-	0.00%	-
Annual Report printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Other Communication Expenses	1,000	5,227	522.72%	98
Total Communications and Public Relations	**688,500**	**36,748**	**5.34%**	**1,615**
Employee Development				
Subscriptions	1,850	129	6.96%	(250)
Memberships	37,100	1,539	4.15%	1,388
Continuing Education	5,550	3,250	58.56%	596
Professional Development	12,200	-	0.00%	276
Other Licenses	700	217	30.99%	235
Seminars and Conferences	39,000	16,945	43.45%	11,265
Travel	91,000	7,243	7.96%	25,341
Total Employee Development	**187,400**	**29,323**	**15.65%**	**38,851**
Financing and Banking Fees				
Trustee Fees	16,000	-	0.00%	2,688
Bank Fee Expense	10,000	1,483	14.83%	1,429
Continuing Disclosure	8,500	9,706	114.19%	-
Arbitrage Rebate Calculation	7,000	-	0.00%	6,630
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	13,500	27.00%	-
Total Financing and Banking Fees	**96,500**	**24,689**	**25.58%**	**10,747**
Total Administrative	**2,323,550**	**363,806**	**15.66%**	**212,808**

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 9/30/2014	Percent of Budget	Actual Prior Year to Date 9/30/2013
Operations and Maintenance				
Operations and Maintenance Consulting				
General Engineering Consultant	520,500	(5,718)	0.00%	800
GEC-Trust Indenture Support	69,500	-	0.00%	564
GEC-Financial Planning Support	47,000	5,436	11.57%	7,330
GEC-Toll Ops Support	60,000	-	0.00%	-
GEC-Roadway Ops Support	187,000	28,774	15.39%	21,751
GEC-Technology Support	150,000	-	0.00%	25,156
GEC-Public Information Support	1,000	-	0.00%	38
GEC-General Support	225,000	6,267	2.79%	16,136
General System Consultant	175,000	19,149	10.94%	20,413
Traffic and Revenue Consultant	60,000	10,989	18.31%	7,386
Total Operations and Mtce. Consulting	**1,495,000**	**64,897**	**4.34%**	**98,774**
Road Operations and Maintenance				
Roadway Maintenance	700,000	(146,743)	0.00%	(62,424)
Landscape Maintenance	250,000	47,640	19.06%	35,803
Signal & Illumination Maint	-	43,211		-
Maintenance Supplies-Roadway	-	143		-
Tools & Equipment Expense	500	-	0.00%	-
Gasoline	6,000	591	9.85%	812
Repair & Maintenance-Vehicles	1,000	1,704	170.42%	104
Roadway Operations	50,000	-	0.00%	-
Electricity - Roadways	150,000	18,705	12.47%	-
Total Road Operations and Maintenance	**1,157,500**	**(34,750)**	**0.00%**	**(25,705)**
Toll Processing and Collection Expense				
Image Processing	3,000,791	485,091	16.17%	322,546
Tag Collection Fees	2,318,079	321,944	13.89%	307,358
Court Enforcement Costs	45,000	10,625	23.61%	-
DMV Lookup Fees	7,000	627	8.95%	-
Total Toll Processing and Collections	**5,370,870**	**818,286**	**15.24%**	**629,904**
Toll Operations Expense				
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	27,700	750	2.71%	1,929
Generator Fuel	6,000	-	0.00%	596

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 9/30/2014	Percent of Budget	Actual Prior Year to Date 9/30/2013
Fire and Burglar Alarm	-	123		-
Elevator Maintenance	2,800	-	0.00%	-
Refuse	800	198	24.70%	-
Pest Control	1,600	256	16.00%	-
Custodial	5,440	831	15.27%	-
Fiber Optic System	40,000	20,309	50.77%	17,114
Water	7,500	1,051	14.02%	1,128
Electricity	30,000	10,166	33.89%	23,705
ETC spare parts expense	130,000	-	0.00%	-
Repair & Maintenance Toll Equip	5,000	-	0.00%	170
Law Enforcement	257,500	-	0.00%	19,300
ETC Maintenance Contract	1,368,000	113,933	8.33%	98,412
ETC Development	125,000	-	0.00%	-
ETC Testing	60,000	-	0.00%	-
Total Toll Operations	**2,077,340**	**147,617**	**7.11%**	**162,354**
Total Operations and Maintenance	**10,100,710**	**996,050**	**9.86%**	**865,327**
Other Expenses				
Special Projects and Contingencies				
HERO	1,400,000	249,485	17.82%	225,443
Special Projects	1,190,000	155,562	13.07%	1,594
Other Contractual Svcs	130,200	12,508	9.61%	-
Contingency	170,500	-	0.00%	-
Total Special Projects and Contingencies	**2,890,700**	**417,555**	**14.44%**	**227,037**
Non Cash Expenses				
Amortization Expense	120,000	66,663	55.55%	23,064
Amort Expense - Refund Savings	1,300,000	256,965	19.77%	256,965
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	-
Dep Expense - Equipment	15,000	2,180	14.54%	5,249
Dep Expense - Autos & Trucks	7,000	1,725	24.64%	1,725
Dep Expense-Buildng & Toll Fac	200,000	44,279	22.14%	44,279
Dep Expense-Highways & Bridges	19,000,000	4,153,271	21.86%	2,251,556
Dep Expense-Communic Equip	200,000	49,029	24.51%	49,029
Dep Expense-Toll Equipment	1,860,000	685,710	36.87%	386,619
Dep Expense - Signs	350,000	80,593	23.03%	60,692

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2015	Actual Year to Date 9/30/2014	Percent of Budget	Actual Prior Year to Date 9/30/2013
Dep Expense-Land Improvemts	600,000	218,746	36.46%	112,209
Depreciation Expense-Computers	28,000	6,836	24.42%	5,497
Total Non Cash Expenses	**23,694,000**	**5,565,997**	**23.49%**	**3,196,884**
Total Other Expenses	**26,584,700**	**5,983,551**	**22.51%**	**3,423,921**
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	50,000	53,377	106.75%	17,975
Interest Expense	44,384,714	10,257,923	23.11%	4,508,686
Community Initiatives	65,000	15,000	23.08%	10,000
Total Non Operating Expense	**44,499,714**	**10,326,300**	**23.21%**	**4,536,661**
Total Expenses	**$ 86,804,785**	**$ 18,342,839**	**21.13%**	**$ 9,666,302**
Net Income	**$ (32,585,413)**	**$ 23,826,395**		**$ 7,269,151**

Central Texas Regional Mobility Authority
Statement of Cash Flows - FY 2015
as of September 30, 2014

Cash flows from operating activities:		
Receipts from Department of Transportation	$	29,082,514
Receipts from toll fees		10,744,663
Receipts from other fees		-
Receipts from interest income		177,096.97
Receipts from other sources		1,777,936
Payments to vendors		(2,457,750)
Payments to employees and benefits		(740,307)
Net cash flows used in operating activities		38,584,152
Cash flows from capital and related financing activities:		
Payments on interest		(19,943,380)
Payment on Bonds/Notes		(302,587)
Acquisitions of property and equipment		(21,677)
Acquisitions of construction in progress		(18,348,768)
Reduction of Construction Payable (Maha Loop)		(2,089,076)
Proceeds from Loans and Notes		-
Net cash flows used in capital and related financing activities		(40,705,488)
Cash flows from investing activities:		
Purchase of investments		-
Proceeds from sale or maturity of investments		8,000,000
Net cash flows provided by investing activities		8,000,000
Net increase in cash and cash equivalents		5,878,664
Cash and cash equivalents at beginning of July 2014		221,352,797
Cash and cash equivalents at end of September 2014	$	227,231,461

INVESTMENTS by FUND

		Balance September 30, 2014			
Renewal & Replacement Fund				TexSTAR	11,613,389.98
TexSTAR	2,234,108.74			CD's	5,000,000.00
Regions Sweep	573,859.42			Regions Sweep	200,892,959.04
Agencies		2,807,968.16		Agencies	40,865,409.39
TxDOT Grant Fund					
TexSTAR	82,196.56				
Regions Sweep	3,684,955.02				
CD's					
Agencies	5,725,171.57	9,492,323.15			$ 258,371,758.41
Senior Debt Service Reserve Fund					
TexSTAR	590,046.40				
Regions Sweep	22,650,758.46				
Agencies	25,026,880.83	48,267,685.69			
2010 Senior Lien DSF					
Regions Sweep	966,368.57				
TexSTAR	-	966,368.57			
2011 Debt Service Acct					
Regions Sweep	8,876,669.81	8,876,669.81			
2013 Sr Debt Service Acct					
Regions Sweep	3,771,726.64	3,771,726.64			
2013 Sub Debt Serrvice Account					
Regions Sweep	2,179,609.75	2,179,609.75			
2010 Senior Lien DSRF					
Regions Sweep	-	-			
2011 Sub Debt DSRF					
Regions Sweep	2,025,774.33				
CD's	5,000,000.00	7,025,774.33			
2011 Sub DSF					
Regions Sweep	2,363,961.57	2,363,961.57			
Operating Fund					
TexSTAR	580,893.84				
TexSTAR-Trustee	3,169,344.62				
Regions Sweep	-	3,750,238.46			
Revenue Fund					
TexSTAR	1.00				
Regions Sweep	2,417,583.65	2,417,584.65			
General Fund					
TexSTAR	53.78				
Regions Sweep	12,740,867.47				
Agencies	5,007,930.51	17,748,851.76			
2013 Sub Debt Service Reserve Fund					
Regions Sweep	3,330,028.57				
Agencies	5,105,426.48	8,435,455.05			
MoPac Construction Fund					
Regions Sweep	88,051,602.75	88,051,602.75			
2010-1 Sub Lien Projects Fund					
TexSTAR	785,603.67				
Regions Sweep	-	785,603.67			
2010 Senior Lien Construction Fund					
TexSTAR	1.19				
Regions Sweep	137,483.22	137,484.41			
2011 Sub Debt Project fund					
TexSTAR	4,171,020.52				
Agencies					
Regions Sweep	25,673,730.06	29,844,750.58			
2011 Sr Financial Assistance Fund					
Regions Sweep	18,150,142.16	18,150,142.16			
2011 Senior Lien Project Fund					
TexSTAR	119.66				
Regions Sweep	298,667.12				
Agencies		298,786.78			
45SW Trust Account Hays County					
Regions Sweep	500,061.65	500,061.65			
45SW Trust Account Travis County					
Regions Sweep	2,499,108.82	2,499,108.82			
		$ 258,371,758.41			

CTRMA INVESTMENT REPORT

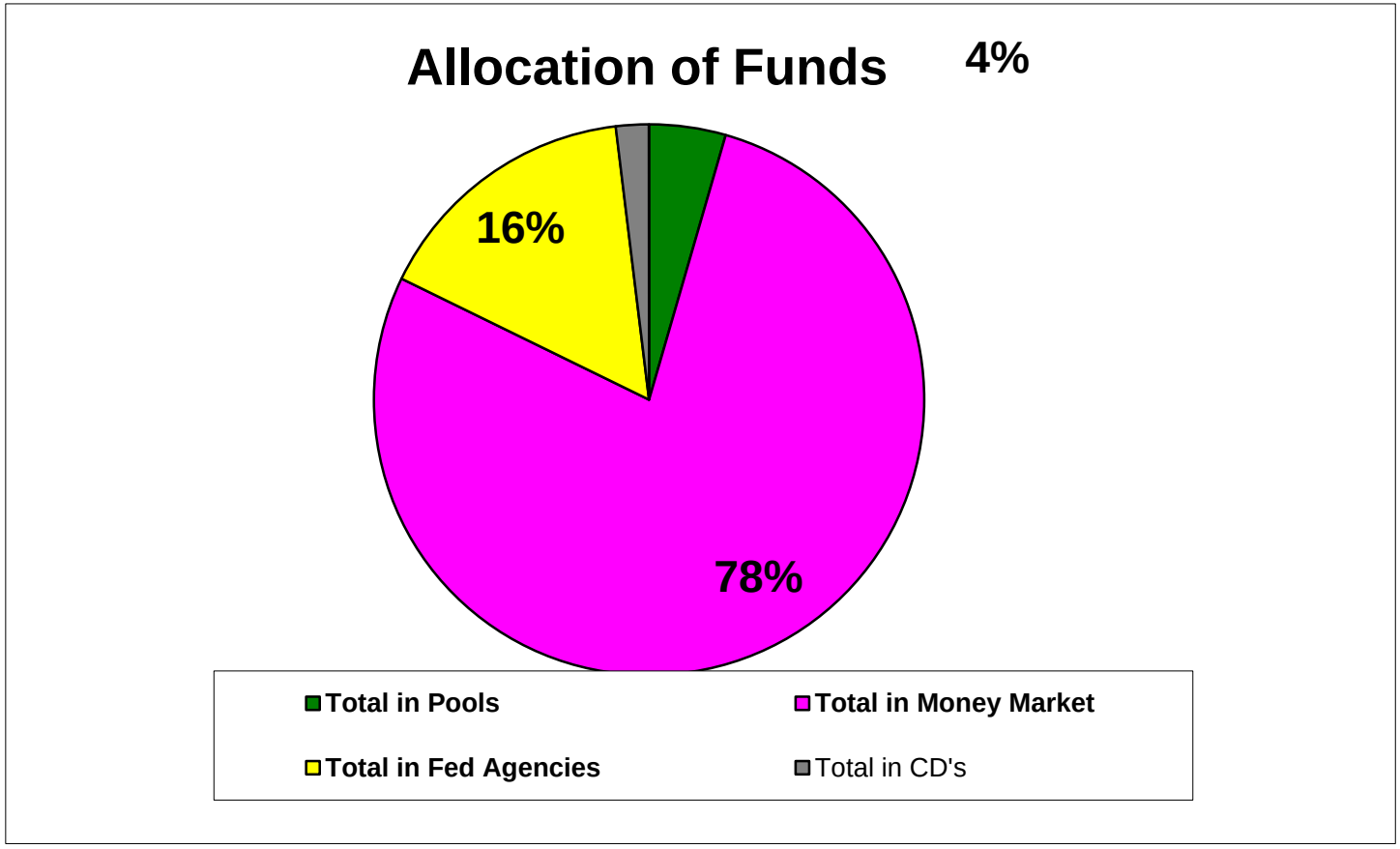
	Month Ending 9/30/14						
	Balance 9/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 9/30/2014	Rate Sep 14
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,170,911.85			108.67		4,171,020.52	0.034%
2011 Senior Lien Construction Fund	119.66					119.66	0.034%
2010 Senior Lien Construction Fund	1.19					1.19	0.034%
2010-1 Sub Liien Projects	785,583.20			20.47		785,603.67	0.034%
General Fund	53.78					53.78	0.034%
Trustee Operating Fund	3,169,257.23	1,100,000.00		87.39	1,100,000.00	3,169,344.62	0.034%
Renewal and Replacement	2,911,588.38			75.43	677,555.07	2,234,108.74	0.034%
TxDOT Grant Fund	82,194.41			2.15		82,196.56	0.034%
Revenue Fund	1.00					1.00	0.034%
Senior Lien Debt Service Reserve Fund	590,031.02			15.38		590,046.40	0.034%
	11,709,741.72	1,100,000.00		309.49	1,777,555.07	11,032,496.14	
Amount in TexStar Operating Fund	580,878.71	1,100,000.00		15.13	1,100,000.00	580,893.84	0.034%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,100,000.00			1,100,000.00	0.00	0.100%
45SW Trust Account Travis County	2,498,896.58			212.24		2,499,108.82	0.100%
45SW Trust Account Hays County	500,019.18	0.00		42.47		500,061.65	0.100%
2010 Senior Lien Project Acct	137,471.13			12.09		137,483.22	0.100%
2011 Sub Lien Project Acct	30,725,723.28			2,615.83	5,054,609.05	25,673,730.06	0.100%
2011 Senior Lien Project Acct	298,641.74			25.38		298,667.12	0.100%
2011 Sr Financial Assistance Fund	7,424,511.59	10,725,000.00		630.57		18,150,142.16	0.100%
2010 Senior DSF	667,907.74	298,415.55		45.28		966,368.57	0.100%
2011 Senior Lien Debt Service Acct	8,852,106.41	23,812.49		750.91		8,876,669.81	0.100%
2011 Sub Debt Service Fund	2,363,760.81			200.76		2,363,961.57	0.100%
2013 Senior Lien Debt Service Acct	2,874,652.99	896,863.90		209.75		3,771,726.64	0.100%
2013 Subordinate Debt Service Acct	1,650,344.86	529,145.02		119.87		2,179,609.75	0.100%
TxDOT Grant Fund	3,684,642.65			312.37		3,684,955.02	0.100%
Renewal and Replacement	573,810.53	677,555.07		48.89	677,555.07	573,859.42	0.100%
Revenue Fund	1,671,727.15	3,764,155.24		167.83	3,018,466.57	2,417,583.65	0.100%
General Fund	15,101,653.53	384,384.61		1,185.07	2,746,355.74	12,740,867.47	0.100%
2011 Sub Debt Service Reserve Fund	2,025,602.29			172.04		2,025,774.33	0.100%
Senior Lien Debt Service Reserve Fund	22,636,930.24			13,828.22		22,650,758.46	0.100%
2013 Sub Debt Service Reserve Fund	3,279,768.57			50,260.00		3,330,028.57	0.100%
MoPac Managed Lane Construction Fund	74,544,166.27	16,500,000.00		6,391.11	2,998,954.63	88,051,602.75	0.100%
	181,512,337.54	34,899,331.88	0.00	77,230.68	15,595,941.06	200,892,959.04	

CTRMA INVESTMENT REPORT

	Month Ending 9/30/14						
	Balance 9/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 9/30/2014	Rate Sep 14
Amount in Fed Agencies and Treasuries							
Amortized Principal	**40,885,346.75**		**(19,937.36)**			**40,865,409.39**	
Accrued Interest				**33,451.67**		**33,451.67**	
	40,885,346.75	**0.00**	**(19,937.36)**		**0.00**	**40,898,861.06**	
Certificates of Deposit	**5,000,000.00**					**5,000,000.00**	
Total in Pools	**12,290,620.43**	**2,200,000.00**		**324.62**	**2,877,555.07**	**11,613,389.98**	
Total in Money Market	**181,512,337.54**	**34,899,331.88**		**77,230.68**	**15,595,941.06**	**200,892,959.04**	
Total in Fed Agencies	**40,885,346.75**	**0.00**	**(19,937.36)**	**33,451.67**	**0.00**	**40,898,861.06**	
Total Invested	**239,688,304.72**	**37,099,331.88**	**(19,937.36)**	**111,006.97**	**18,473,496.13**	**258,405,210.08**	

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

William Chapman, CFO Cindy Demers, Controller


Allocation of Funds
4%
16%
78%
Total in Pools
Total in Money Market
Total in Fed Agencies
Total in CD's

Amount of investments As of September 30, 2014

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,006,017.47	4,009,360.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,001,913.04	1,002,690.00	0.0028%	1/9/2014	5/29/2015	General
Freddie Mac	3137EADD8	1,004,940.00	1,001,152.67	1,002,170.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,009,616.67	1,010,350.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,011,227.27	1,012,680.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,001,175.91	2,708,127.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,701,999.05		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	Matured	Matured	Matured	0.2150%	2/8/2013	8/28/2014	Senior DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,027,177.75	12,027,600.00	0.2646%	2/8/2013	12/12/2014	Senior DSRF
Federal Home Loan Bank	3134G4T57	7,995,920.00	7,997,280.00	7,997,520.00	0.4750%	1/28/2014	1/28/2016	Senior DSRF
Fannie Mae	3135G0VA8	5,003,500.00	5,002,423.08	5,003,500.00	0.0468%	1/23/2014	3/1/3016	Senior DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,105,426.48	5,114,256.56	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			40,865,409.39	40,888,253.56				

Agency	CUSIP #	COST	Cummulative Amortization	9/30/2014 Book Value	Maturity Value		Interest Income Accrued Interest	Amortization	September 30, 2014 Interest Earned
Federal Home Loan Bank	313378LX7	4,013,754.20	7,736.73	4,006,017.47	4,000,000.00		1,766.67	(859.64)	907.03
Federal Home Loan Bank	313378M57	1,004,065.22	2,152.18	1,001,913.04	1,000,000.00		475.00	(239.13)	235.87
Freddie Mac	3137EADD8	1,004,940.00	3,787.33	1,001,152.67	1,000,000.00		416.67	(164.67)	252.00
Northside ISD	66702RAG7	1,057,700.00	48,083.33	1,009,616.67	1,000,000.00		2,500.00	(1,923.33)	576.67
Federal Home Loan Bank	313371KG0	1,019,000.00	7,772.73	1,011,227.27	1,000,000.00		1,208.33	(863.64)	344.69
Fannie Mae	3135G0QB2	1,001,990.00	814.09	1,001,175.91	1,000,000.00		416.67	(90.45)	326.22
Fannie Mae	3135G0QB2	1,703,383.00	1,383.95	1,701,999.05	1,700,000.00		708.33	(153.77)	554.56
Fannie Mae	3135G0BY8	Matured	Matured	Matured	8,000,000.00				
Federal Home Loan Bank	313371W51	12,217,422.00	190,244.25	12,027,177.75	12,000,000.00		12,500.00	(9,059.25)	3,440.75
Federal Home Loan Bank	3134G4T57	7,995,920.00	1,360.00	7,997,280.00	8,000,000.00		3,000.00	170.00	3,170.00
Fannie Mae	3135G0VA8	5,003,500.00	1,076.92	5,002,423.08	5,000,000.00		2,083.33	(134.62)	1,948.71
Federal Home Loan Bank	31398A3T7	5,164,996.34	59,569.86	5,105,426.48	5,026,000.00		8,376.67	(6,618.87)	1,757.80
		41,186,670.76	323,981.37	40,865,409.39	48,726,000.00		33,451.67	(19,937.37)	13,514.30

September 30, 2014 Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	September 30, 2014 Interest	FUND
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013	2/5/2015	$ 1,458.33	2011 Sub DSRF
		5,000,000				$ 1,458.33	

Travis County Escrow account

Balance 9/1/2014	Additions	Accrued Interest	Withdrawls	Balance 9/30/2014
$ 15,576,935.09		$ 1,324.18	$ 1,987,318.65	$ 13,590,940.62

TexSTAR

Monthly Newsletter – September 2014

Performance

As of September 30, 2014

Current Invested Balance	$4,479,282,436.21
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	83 Days
Net Asset Value	1.000070
Total Number of Participants	788
Management Fee on Invested Balance	0.05%*
Interest Distributed	$312,446.55
Management Fee Collected	$191,191.52
% of Portfolio Invested Beyond 1 Year	4.38%
Standard & Poor's Current Rating	AAAm

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

September Averages

Average Invested Balance	$4,652,203,762.88
Average Monthly Yield, on a simple basis	0.0317%
Average Weighted Average Maturity (1)*	50 Days
Average Weighted Average Maturity (2)*	80 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 September 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.

Holiday Reminder

Please note that in observance of the Columbus Day holiday, **TexSTAR will be closed Monday, October 13, 2014**. All ACH transactions initiated on Friday, October 10th will settle on Tuesday, October 14th. This is an unusual holiday where the investment markets are open but the banks are closed. Please plan accordingly for your liquidity needs.

Economic Commentary

The bullish sentiment in financial markets during the second quarter softened in July, as improving U.S. economic data led market participants to anticipate that the Federal Reserve might push up the timing of its first rate hike in years. Large cap equity markets hit new record highs in September. However, disappointing global growth, particularly in Europe and China, as well as softer inflation in the U.S. and a Fed signaling its patience in normalizing monetary policy left markets marginally more risk averse. The U.S. Treasury yield curve between two- and five-year maturities steepened by 2 basis points (bps), with the yield of the two-year note increasing 11 bps to 0.57% and the yield of the five-year note increasing 13 bps to 1.76%. U.S. economic data released in the third quarter was mixed. Notably, consumption – the largest component of GDP – remained strong and is poised to continue as consumers have built up their savings. Labor market data added fuel to the Fed debate as the September unemployment rate fell to 5.9%, having not seen unemployment below 6.0% since 2008. Market sentiment appeared to improve in August as the European Central Bank (ECB) acknowledged the need to act in the face of falling inflation rates. The ECB's move to negative deposit rates and new Targeted Long-Term Refinancing Operations reflect concern in the euro zone regarding the risk of prolonged low inflation and slow growth.

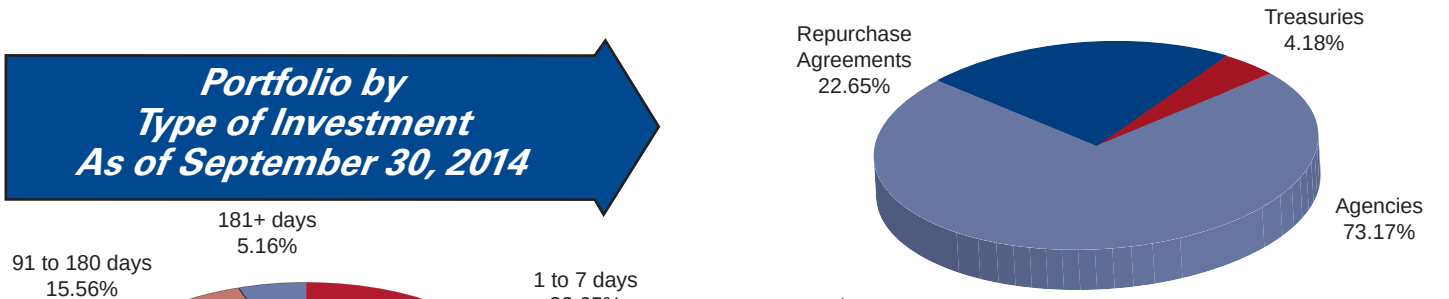
The base case remains that the global subtrend recovery will continue into 2015, within an environment of lower expectations for potential GDP and central bank rates. It is expected that the U.S. is headed toward a GDP rate of approximately 3% into year-end and that the Fed will provide the necessary liquidity for the U.S. to continue to expand until it perceives broader housing strength and/or material wage inflation. The sequencing of Fed normalization now involves continued reinvestment of principal and interest paydowns on existing balance sheet holdings and a more nuanced management of its lending rates via interest on excess reserves and its reverse repo facility. The Fed understands the potential risk of the first increase in the fed funds rates in over seven years, and it is anticipated that it will therefore be cautious in beginning to raise rates. The powerful technical factors of strong demand for yield and relatively limited supply have driven valuations to more expensive levels. Low global interest rates and low volatility will likely continue to force investor cash into bond markets. While the extremely low levels of market volatility have been rewarding, they are concerning if markets become too complacent.

This information is an excerpt from an economic report dated September 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

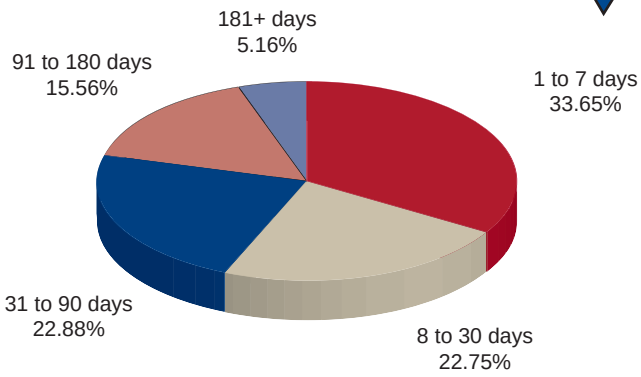
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

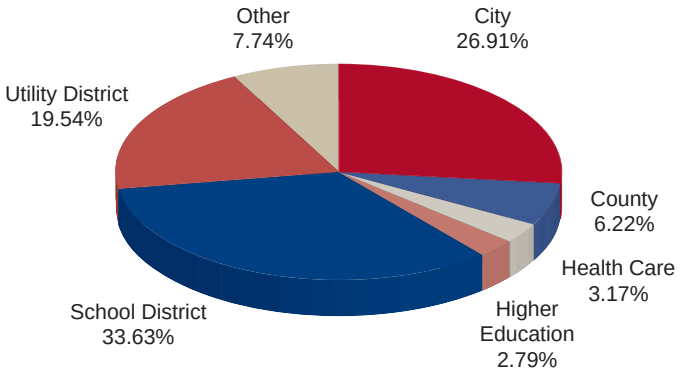
Portfolio by Type of Investment As of September 30, 2014



Portfolio by Maturity As of September 30, 2014



Distribution of Participants by Type As of September 30, 2014



Historical Program Information

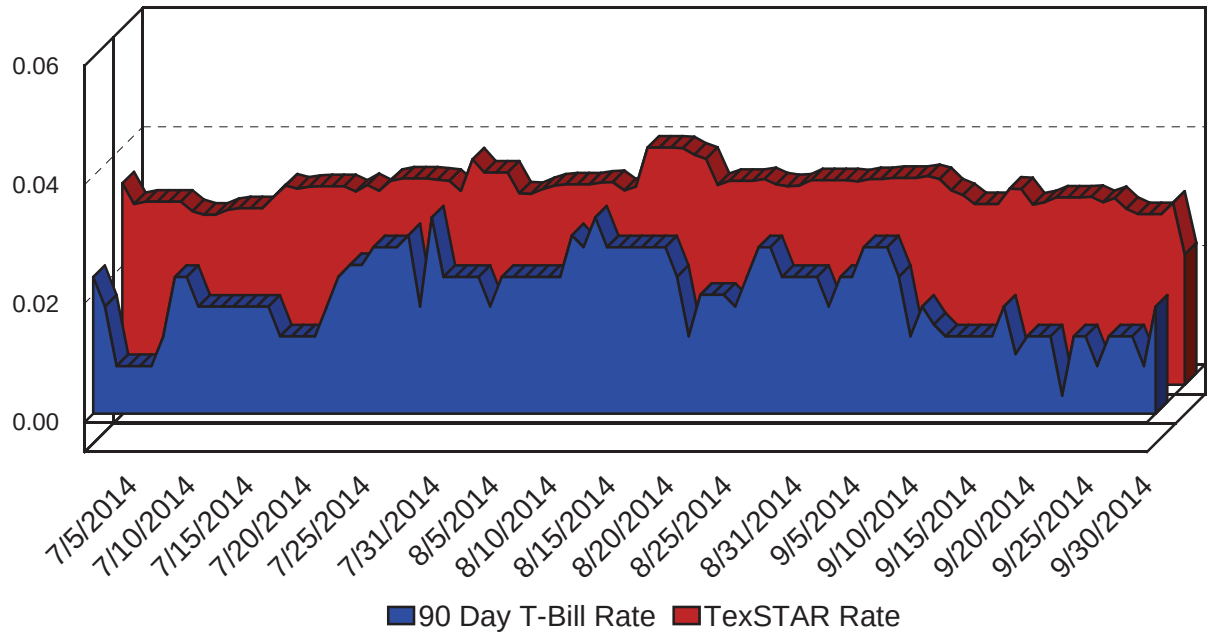
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 14	0.0317%	$4,479,282,436.21	$4,479,598,265.68	1.000070	50	80	788
Aug 14	0.0350%	4,815,579,162.38	4,815,792,254.70	1.000043	52	83	788
Jul 14	0.0323%	4,816,487,266.54	4,816,599,027.29	1.000023	52	81	788
Jun 14	0.0322%	4,682,201,994.16	4,682,381,855.14	1.000038	50	76	788
May 14	0.0273%	5,188,136,060.86	5,188,307,944.39	1.000034	52	74	786
Apr 14	0.0379%	5,297,751,521.64	5,298,035,810.85	1.000053	51	71	784
Mar 14	0.0400%	5,447,221,784.71	5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781

Portfolio Asset Summary as of September 30, 2014

	Book Value	Market Value
Uninvested Balance	$ 6,345.01	$ 6,345.01
Accrual of Interest Income	478,786.91	478,786.91
Interest and Management Fees Payable	(341,194.52)	(341,194.52)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,014,438,000.00	1,014,438,000.00
Government Securities	3,464,700,498.81	3,465,016,328.28
Total	**$ 4,479,282,436.21**	**$ 4,479,598,265.68**

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for September 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2014	0.0344%	0.000000942	$4,815,579,162.38	1.000043	52	82
9/2/2014	0.0342%	0.000000938	$4,704,798,381.67	1.000045	53	83
9/3/2014	0.0346%	0.000000948	$4,730,054,136.70	1.000041	53	83
9/4/2014	0.0346%	0.000000949	$4,692,233,963.84	1.000048	53	83
9/5/2014	0.0348%	0.000000954	$4,649,665,786.58	1.000048	53	84
9/6/2014	0.0348%	0.000000954	$4,649,665,786.58	1.000048	53	84
9/7/2014	0.0348%	0.000000954	$4,649,665,786.58	1.000048	53	84
9/8/2014	0.0351%	0.000000962	$4,585,209,221.97	1.000040	53	84
9/9/2014	0.0346%	0.000000948	$4,642,561,869.86	1.000042	52	82
9/10/2014	0.0327%	0.000000895	$4,614,052,189.82	1.000056	55	85
9/11/2014	0.0319%	0.000000874	$4,585,053,182.74	1.000054	54	85
9/12/2014	0.0304%	0.000000832	$4,757,365,535.93	1.000059	50	80
9/13/2014	0.0304%	0.000000832	$4,757,365,535.93	1.000059	50	80
9/14/2014	0.0304%	0.000000832	$4,757,365,535.93	1.000059	50	80
9/15/2014	0.0330%	0.000000904	$4,767,066,870.95	1.000050	50	79
9/16/2014	0.0329%	0.000000901	$4,788,379,263.22	1.000062	49	78
9/17/2014	0.0303%	0.000000831	$4,770,395,631.14	1.000060	50	80
9/18/2014	0.0307%	0.000000841	$4,709,018,280.02	1.000062	50	80
9/19/2014	0.0315%	0.000000862	$4,593,959,541.50	1.000064	50	80
9/20/2014	0.0315%	0.000000862	$4,593,959,541.50	1.000064	50	80
9/21/2014	0.0315%	0.000000862	$4,593,959,541.50	1.000064	50	80
9/22/2014	0.0316%	0.000000865	$4,559,312,420.15	1.000076	49	79
9/23/2014	0.0307%	0.000000842	$4,557,540,902.66	1.000077	49	79
9/24/2014	0.0314%	0.000000860	$4,533,259,087.40	1.000069	48	78
9/25/2014	0.0296%	0.000000811	$4,619,083,068.63	1.000064	47	76
9/26/2014	0.0287%	0.000000786	$4,616,327,696.82	1.000074	45	74
9/27/2014	0.0287%	0.000000786	$4,616,327,696.82	1.000074	45	74
9/28/2014	0.0287%	0.000000786	$4,616,327,696.82	1.000074	45	74
9/29/2014	0.0306%	0.000000838	$4,561,277,134.60	1.000074	50	81
9/30/2014	0.0219%	0.000000599	$4,479,282,436.21	1.000070	51	83
Average	0.0317%	0.000000868	$4,652,203,762.88		50	80

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

TexSTAR

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FirstSouthwest

J.P.Morgan
Asset Management

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #10 SUMMARY

Report the automatic toll rate escalation percentage to become effective January 1, 2015, and, if desired, approve a modified toll rate escalation percentage effective January 1, 2015.

Strategic Plan Relevance: Economic Vitality; Sustainability

Department: Finance

Associated Costs: None

Funding Source: Toll Revenues

Board Action Required: No, unless the Board desires to modify (by motion) the automatic Toll Rate Escalation Percentage in any respect.

Description of Matter: Section 301.003 of the Policy Code provides that on October 1, 2012, and each October 1 thereafter, staff is to calculate a percentage increase in the toll rates charged on all Mobility Authority toll facilities using the formula established by that section. The formula is based on changes to the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment, as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

At this meeting, the Toll Rate Escalation Percentage is reported to the board. The reported percentage increase in toll rates is automatically effective on January 1 of the following year unless the board affirmatively votes to modify the percentage. **The Toll Rate Escalation Percentage calculated on October 1, 2013, is 1.51%.** With no action by the Board to modify this percentage, the toll rates on all Mobility Authority toll facilities will increase effective January 1, 2014, to the amounts shown in the attached table.

Reference documentation: January 2015 Toll Rate Calculation 183A

Contact for further information: Bill Chapman, Chief Financial Officer

January 2015 Toll rate Calculation 183A

				Current Rate	CPI^{t-12} CPI base Rate Aug 2013	CPI^{t} CPI current Rate Sep 2014	$(CPI^{t}-CPI^{t-12})/CPI^{t-12}$ CPI Adjustment 1/1/2015		New Toll rates 1/1/2015		Increase
183A											
	Crystal Falls ramps	ETC	$	0.38	233.877	238.031	1.77615%	0.0067	**0.39**	$	**0.01**
	Crystal Falls Main Lane	ETC	$	0.99	233.877	238.031	1.77615%	0.0176	**1.01**	$	**0.02**
	Scottsdale Ramp	ETC	$	0.56	233.877	238.031	1.77615%	0.0099	**0.57**	$	**0.01**
	Park Street mainlane	ETC	$	1.40	233.877	238.031	1.77615%	0.0249	**1.43**	$	**0.03**
	Brushy Creek Ramps	ETC	$	0.56	233.877	238.031	1.77615%	0.0099	**0.57**	$	**0.01**
	Lakeline Main Lane	ETC	$	0.52	233.877	238.031	1.77615%	0.0092	**0.53**	$	**0.01**
Manor											
	183 Direct Connectors	ETC	$	0.53	233.877	238.031	1.77615%	0.0094	**0.54**	$	**0.01**
	Springdale ramps	ETC	$	0.53	233.877	238.031	1.77615%	0.0094	**0.54**	$	**0.01**
	Giles ramps	ETC	$	0.53	233.877	238.031	1.77615%	0.0094	**0.54**	$	**0.01**
	Giles Main Lanes	ETC	$	1.06	233.877	238.031	1.77615%	0.0188	**1.08**	$	**0.02**
	Harris Branch Parkway ramps	ETC	$	0.53	233.877	238.031	1.77615%	0.0094	**0.54**	$	**0.01**
	Palmer Main Lanes	ETC	$	0.53	233.877	238.031	1.77615%	0.0094	**0.54**	$	**0.01**

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, September 2014

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Aug. 2014	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Sep. 2013	Aug. 2014	Sep. 2014	Sep. 2013-Sep. 2014	Aug. 2014-Sep. 2014	Jun. 2014-Jul. 2014	Jul. 2014-Aug. 2014	Aug. 2014-Sep. 2014
All items	100.000	234.149	237.852	238.031	1.7	0.1	0.1	-0.2	0.1
Food	13.951	237.522	243.811	244.630	3.0	0.3	0.4	0.2	0.3
Food at home	8.259	234.045	240.723	241.578	3.2	0.4	0.4	0.2	0.3
Cereals and bakery products	1.129	270.894	272.108	270.660	-0.1	-0.5	0.4	0.2	-0.4
Meats, poultry, fish, and eggs	1.968	238.370	258.416	260.805	9.4	0.9	0.3	1.5	0.7
Dairy and related products[1]	0.874	217.007	226.390	227.604	4.9	0.5	0.3	0.6	0.5
Fruits and vegetables	1.332	290.580	291.169	293.282	0.9	0.7	0.0	-0.8	0.1
Nonalcoholic beverages and beverage materials	0.935	165.755	165.613	166.080	0.2	0.3	0.5	-0.2	0.2
Other food at home	2.021	203.941	207.271	207.287	1.6	0.0	0.7	-0.2	0.5
Food away from home[1]	5.691	244.036	249.801	250.570	2.7	0.3	0.3	0.2	0.3
Energy	9.483	248.513	250.951	247.077	-0.6	-1.5	-0.3	-2.6	-0.7
Energy commodities	5.529	309.888	305.858	299.558	-3.3	-2.1	-0.3	-3.9	-1.1
Fuel oil[1]	0.164	367.519	363.420	355.892	-3.2	-2.1	-0.7	-1.2	-2.1
Motor fuel	5.271	306.547	302.101	295.716	-3.5	-2.1	-0.3	-4.1	-1.1
Gasoline (all types)	5.187	305.299	300.640	294.222	-3.6	-2.1	-0.3	-4.1	-1.0
Energy services[2]	3.954	200.700	209.547	207.824	3.5	-0.8	-0.4	-0.6	-0.2
Electricity[2]	3.085	209.106	217.148	215.054	2.8	-1.0	-0.3	0.1	-0.7
Utility (piped) gas service[2]	0.869	173.315	183.960	183.376	5.8	-0.3	-0.4	-2.8	1.6
All items less food and energy	76.566	234.782	238.296	238.841	1.7	0.2	0.1	0.0	0.1
Commodities less food and energy commodities	19.344	147.659	146.519	147.268	-0.3	0.5	0.0	-0.1	0.0
Apparel	3.348	129.701	125.726	130.324	0.5	3.7	0.2	-0.2	0.0
New vehicles	3.490	145.457	145.873	145.880	0.3	0.0	0.3	0.2	0.0
Used cars and trucks	1.696	151.750	153.277	151.153	-0.4	-1.4	-0.3	-0.3	-0.1
Medical care commodities	1.724	336.527	344.755	346.347	2.9	0.5	0.3	-0.1	0.5
Alcoholic beverages	0.998	234.999	237.829	237.828	1.2	0.0	-0.1	0.8	0.1
Tobacco and smoking products[1]	0.700	886.493	904.961	904.487	2.0	-0.1	-0.3	0.0	-0.1
Services less energy services	57.222	287.720	294.284	294.676	2.4	0.1	0.1	0.0	0.2
Shelter	32.066	264.344	271.675	272.165	3.0	0.2	0.3	0.2	0.3
Rent of primary residence[2]	6.971	269.137	277.048	277.998	3.3	0.3	0.3	0.2	0.3
Owners' equivalent rent of residences[2, 3]	23.800	271.915	278.621	279.292	2.7	0.2	0.3	0.2	0.2
Medical care services	5.825	457.458	464.936	465.403	1.7	0.1	0.1	0.0	0.1
Physicians' services[2]	1.563	354.967	359.967	359.879	1.4	0.0	-0.2	0.4	0.0
Hospital services[2, 4]	1.803	269.691	278.608	279.540	3.7	0.3	0.4	0.0	0.3
Transportation services	5.499	279.491	283.786	283.425	1.4	-0.1	-0.7	-0.6	0.1
Motor vehicle maintenance and repair[1]	1.143	262.960	266.129	267.256	1.6	0.4	0.2	-0.1	0.4
Motor vehicle insurance	2.212	420.321	437.384	438.496	4.3	0.3	0.2	0.1	0.4
Airline fare	0.713	301.476	295.609	292.397	-3.0	-1.1	-5.9	-4.7	-0.5

[1] Not seasonally adjusted.

[2] This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

[3] Indexes on a December 1982=100 base.

[4] Indexes on a December 1996=100 base.

NOTE: Index applies to a month as a whole, not to any specific date.

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Sep. 2013 - Sep. 2014

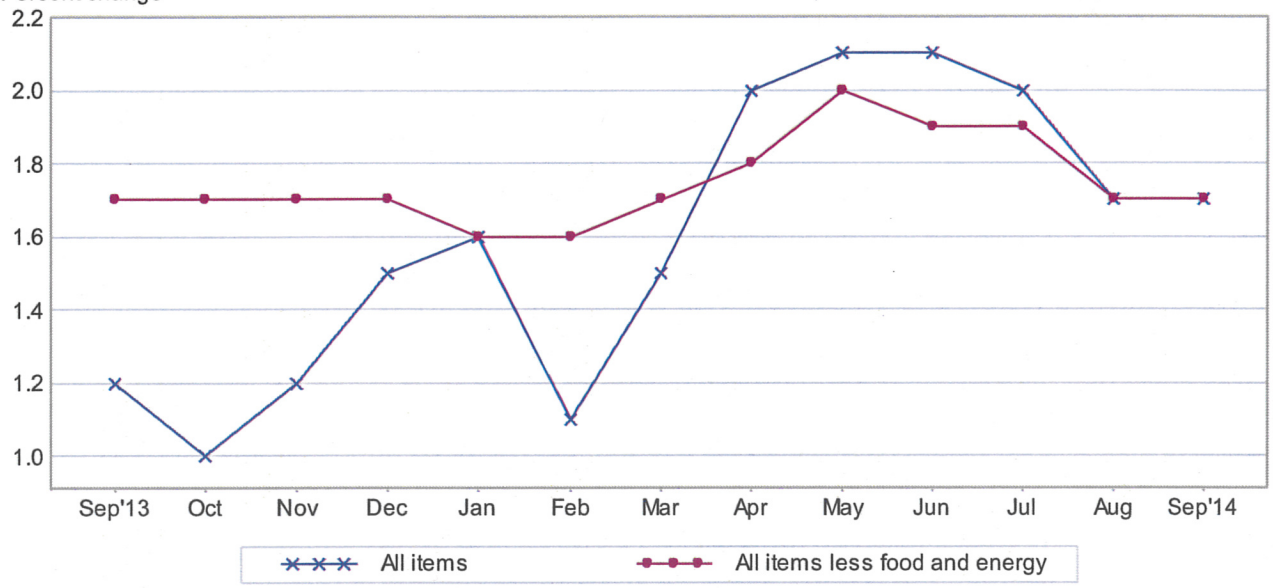


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Sep. 2014
	Mar. 2014	Apr. 2014	May 2014	June 2014	July 2014	Aug. 2014	Sep. 2014	
All items	.2	.3	.4	.3	.1	-.2	.1	1.7
Food	.4	.4	.5	.1	.4	.2	.3	3.0
Food at home	.5	.4	.7	.0	.4	.2	.3	3.2
Food away from home [1]	.3	.3	.2	.2	.3	.2	.3	2.7
Energy	-.1	.3	.9	1.6	-.3	-2.6	-.7	-.6
Energy commodities	-2.0	1.9	.6	3.0	-.3	-3.9	-1.1	-3.3
Gasoline (all types)	-1.7	2.3	.7	3.3	-.3	-4.1	-1.0	-3.6
Fuel oil [1]	-2.9	-3.0	-1.4	-1.7	-.7	-1.2	-2.1	-3.2
Energy services	2.6	-1.9	1.4	-.4	-.4	-.6	-.2	3.5
Electricity	1.1	-2.6	2.3	.2	-.3	.1	-.7	2.8
Utility (piped) gas service	7.5	.3	-1.7	-2.6	-.4	-2.8	1.6	5.8
All items less food and energy	.2	.2	.3	.1	.1	.0	.1	1.7
Commodities less food and energy commodities	.0	.1	.1	.1	.0	-.1	.0	-.3
New vehicles	.0	.3	.2	-.3	.3	.2	.0	.3
Used cars and trucks	.4	.5	-.1	-.4	-.3	-.3	-.1	-.4
Apparel	.3	.0	.3	.5	.2	-.2	.0	.5
Medical care commodities	-.3	.3	.5	.7	.3	-.1	.5	2.9
Services less energy services	.3	.3	.3	.1	.1	.0	.2	2.4
Shelter	.3	.2	.3	.2	.3	.2	.3	3.0
Transportation services	.2	.7	1.0	.1	-.7	-.6	.1	1.4
Medical care services	.3	.3	.3	.0	.1	.0	.1	1.7

[1] Not seasonally adjusted.

TRAFFIC CONSULTANT CERTIFICATION
(October 2014 Cpi-U- Based Toll Modification)

The undersigned is a duly authorized officer of Stantec Consulting Services Inc. serving as traffic consultant (the "Traffic Consultant") to the Central Texas Regional Mobility Authority ("Authority") pursuant to that certain Master Trust Indenture, dated as of February 1, 2005, between the Authority and Regions Bank, as successor in trust to JPMorgan Chase Bank, National Association, as Trustee (the "Master Trust Indenture"), relating to the issuance of Obligations thereunder. Any capitalized terms not otherwise defined herein have the respective meaning given to such terms in the Master Trust Indenture.

1. In accordance with Section 502 of the Master Trust Indenture, the Authority has provided us the proposed change to the Toll Rate Schedule set forth in Exhibit "A" attached hereto. In our opinion, the adoption of such proposed Toll Rate Schedule set forth in Exhibit "A" will not adversely affect the ability of the Authority to comply with its covenants in this Section 502.

2. Our certification herein is based upon our opinion as to Revenues to be derived by the Authority from the ownership and operation of the System (which Revenues include investment and other income not related to Tolls that constitute the Revenues of the System as estimated by an Authorized Representative), and a certificate of the Authorized Representative filed with the Trustee, stating the opinion of the Authority as to the amount of Operating Expenses paid or accrued during any pertinent Annual Period, assuming the proposed Toll rate schedule had been in effect during such pertinent Annual Period.

EXECUTED THIS 22nd day of October, 2014.

STANTEC CONSULTING SERVICES INC.

By: William Ihlo

Name: William Ihlo
Title: Principal

EXHIBIT A

Agenda Item # ___ and any pertinent Resolutions from October 29, 2014 CTRMA Board of Directors Meeting.

INSERT TOLL INCREASE SCHEDULE ALONG WITH ABOVE REFERENCED DOCUMENTS

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #11 SUMMARY

Award a contract for marketing services for the MoPac Express Lanes Information campaign.

Strategic Plan Relevance:	Regional Mobility, Innovation
Department:	Community Relations
Associated Costs:	$950,000 (estimated)
Funding Source:	MoPac Improvement Project Capital Budget
Board Action Required:	Yes

Description of Matter:

To facilitate a smooth and successful deployment of the MoPac Express Lanes, staff is requesting the Board approve the selection of an Advertising and Marketing firm to develop and implement an innovative informational publicity campaign.

In addition, staff also requests the Board to authorize the Executive Director to negotiate and execute a contract with the selected firm.

Reference documentation:	Background Memo from Steve Pustelnyk Draft Resolution
Contact for further information:	Steve Pustelnyk, Director of Community Relations

Memo

CENTRAL TEXAS
Regional Mobility Authority

To: Board Members

From: Steve Pustelnyk

Date: October 22, 2014

Re: MoPac Advertising and Marketing Firm

At its July 30, 2014 Board meeting, the Board authorized staff to undertake the steps necessary to procure a firm to provide marketing services for a MoPac Express Lanes Information Campaign to help facilitate a smooth opening of the new lanes. On September 3, 2014 staff issued a Request for Proposals and on September 29, 2014, the Mobility Authority received six submittals in response to the request. The respondents included:

- Sherry Mathews Advocacy Marketing
- Crosswind Communications
- 97 Degrees West
- Sanders/ Wingo Advertising
- Creative Heads Advertising
- Zellmer McConnell Advertising

A selection committee consisting of Deputy Executive Director Mario Espinoza, MoPac Director of Community Relations Steve Pustelnyk, Communications Manager Rick L'Amie, Public Outreach Manager Melissa Hurst, and MoPac Outreach Consultant Neal Spelce reviewed each of the firm's proposals. In addition, on October 14, 2014 each of the firms made an oral presentation before the selection committee.

Using the criteria set forth in the Request for Proposals, the selection committee ranked the six proposers and provided that information to the Executive Director. The Executive Director will be making a recommendation to the Board regarding the selection of a firm to provide the services necessary to implement the MoPac Express Lanes Informational Campaign.

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

RESOLUTION NO. 14-___

AWARDING A CONTRACT FOR MARKETING SERVICES FOR THE MOPAC EXPRESS LANES INFORMATION CAMPAIGN.

WHEREAS, by Resolution No. 14-052, dated July 30, 2014, the Board authorized the Executive Director to procure marketing services for the MoPac Express Lanes Information Campaign in accordance with the procurement policies established by Chapter 4 of the Mobility Authority Policy Code (the "Procurement Policies"); and

WHEREAS, on September 3, 3014, the Mobility Authority issued a request for proposals for marketing services for the MoPac Express Lane Information Campaign (the "RFP"), and received six responsive proposals to the RFP by the September 29, 2014 submittal deadline; and

WHEREAS, the proposals were reviewed and evaluated in accordance with the RFP and the Procurement Policies; and

WHEREAS, the Executive Director recommends awarding the contract to _____.

NOW THEREFORE, BE IT RESOLVED, that the Board awards the contract to _____ and authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority a contract with _____ to provide marketing services for the MoPac Express Lanes Information campaign for an amount not to exceed $950,000, on terms and conditions acceptable to the Executive Director and consistent with the RFP, the Procurement Policies, and the response of _____ to the RFP.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

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

Approved:

_____
Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 14-___
Date Passed: 10/29/14

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #12 SUMMARY

Amend the Policy Code to recognize local presence as a consideration in certain procurements.

Strategic Plan Relevance:	Economic Vitality and Innovation
Department:	Law
Associated Costs:	N/A
Funding Source:	N/A
Board Action Required:	Yes

Description of Matter:

This Policy Code amendment adopts for the Mobility Authority a process established by state law for counties and municipalities to recognize local presence as a consideration in procuring certain goods and services, to the extent permissible with other applicable law and funding sources.

The draft resolution and amendment will be provided on Monday, October 27, 2014.

Reference documentation:	Draft Resolution
Contact for further information:	Andrew Martin, General Counsel

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #13 SUMMARY

EXECUTIVE SESSION

Executive Session:

Discuss legal issues related to legislation proposed to the 84th Texas Legislature that could affect the Mobility Authority or its operations, as authorized by §551.071 (Consultation with Attorney).

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #14 SUMMARY

EXECUTIVE SESSION

Executive Session:

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

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #15 SUMMARY

Approve a legislative program for issues and proposals affecting the Mobility Authority in the 84th Texas Legislature.

Strategic Plan Relevance:	Economic Vitality; Sustainability; Innovation
Department:	Law
Associated Costs:	None
Funding Source:	Operating Fund
Board Action Required:	Yes

Description of Matter:

The 84th Legislature will convene January 13, 2015, and will consider legislative proposals and issues that affect the Mobility Authority.

In previous legislative sessions, the Mobility Authority has worked with other regional mobility authorities and tolling entities to address issues of common concern to tolling entities. The proposed legislative program attached as an exhibit to the draft resolution includes common issues anticipated in the upcoming session as well as items of specific concern to the Mobility Authority.

Reference documentation:	Draft Resolution
Contact for further information:	Andrew Martin, General Counsel

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

RESOLUTION NO. 14-___

APPROVING A LEGISLATIVE PROGRAM FOR ISSUES AND PROPOSALS AFFECTING THE MOBILITY AUTHORITY IN THE 84th TEXAS LEGISLATURE.

WHEREAS, the Texas Legislature is scheduled to convene at noon, Tuesday, January 13, 2015, and to adjourn on Monday, June 1, 2015, in the 84th Regular Legislative Session; and

WHEREAS, action on legislation considered by the 84th Legislature can affect the powers, duties, and ability of the Mobility Authority to fulfill its statutory mission as a regional mobility authority existing and operating under Chapter 370 of the Texas Transportation Code; and

WHEREAS, the Board of Directors supports consideration and adoption by the 84th Legislature of legislation that addresses issues identified and supported by other regional mobility authorities throughout Texas, as well as issues that affect only the Mobility Authority, as set forth on the legislative program attached to this resolution as Exhibit 1.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves the legislative program set forth in Exhibit 1 to this Resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of October, 2014.

Submitted and reviewed by:

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

Approved:

_____
Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 14-___
Date Passed: 10/29/14

Exhibit 1

Mobility Authority Legislative Program

Legislative Priorities
84th Legislative Session

The following is a list of priorities for the 84th Legislative Session:

1. **Increased Transportation Funding:** There is a continuing need for increased funding for the state's transportation system. The Mobility Authority will support viable options to increase funding at the state or local level, including enhancements to make county TRZs more effective; dedication of vehicle sales tax revenues to the state highway fund, ending diversions, and enhanced local options for transportation funding.

2. **Data Protections**: The Mobility Authority supports efforts to enhance protection of customer and trip data on Mobility Authority toll facilities from public disclosure, including efforts to clarify the definition of a "customer" under Chapter 370 of the Transportation Code in regard to the information that is subject to disclosure under Chapter 552, Government Code.

Items specific to the Central Texas Regional Mobility Authority:

3. **Project-Specific CDA Authority**: In the 83rd Legislative Session, SB 1730 authorized certain projects to be developed using a Comprehensive Development Agreement (a "CDA"). If supported by the local legislative delegation, the Mobility Authority will seek to extend that authority as necessary for previously authorized projects, and add projects to the list that are appropriate for development as a CDA.

4. **State Funding for Discounted or Free Tolls under Section 372.053(b), Transportation Code**: The Mobility Authority supports and will seek the appropriation of sufficient state funds to fully defray the cost of providing free or discounted tolls on Mobility Authority toll projects to customers eligible under a discount program established pursuant to Section 372.053 (Veteran Discount Program), Transportation Code.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #16 SUMMARY

RIGHT OF WAY

Approve a proposed settlement agreement in Central Texas Regional Mobility Authority and the State of Texas v. Frederic Clarke Morse, III, et al., Cause No. C-1-CV-11-003526, to acquire by eminent domain Parcels 8 and 8E of the Manor Expressway Toll Project, consisting of a 2.175 acre tract in fee simple and a 0.18 acre drainage easement, located at the southeast corner of the intersection of US Highway 290 and US 183 in Travis County.

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #17 SUMMARY

Quarterly briefing on the MoPac Improvement Project.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A Briefing Only

Funding Source: N/A

Board Action Required: No

Description of Matter:

The report is an account of the activities on the MoPac Improvement Project from July through September, 2014.

Reference documentation:

GEC Quarterly Activities Report and Board Presentation

Contact for further information:

Wesley M. Burford, P.E., Director of Engineering

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #18 SUMMARY

Quarterly briefing on the following projects: Maha Loop/Elroy Road, 183/183A Intersection, Bergstrom Expressway, SH 71 Express, SH 45 SW, Oak Hill Parkway, MoPac South, MoPac Intersections, and 183 North.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: N/A Briefing Only

Funding Source: Toll Equity Grants, Rider 42, STP MM (CAMPO)

Board Action Required: No

Description of Matter: The Director of Engineering will provide a summary of project activities from July through September, 2014 for the following projects:

- Maha Loop/Elroy Road
- 183/183A Intersection
- Bergstrom Expressway
- SH 71 Express
- SH 45 SW
- Oak Hill Parkway
- MoPac South
- MoPac Intersections
- 183 North

Reference documentation:
GEC Quarterly Activities Reports and Board Presentation

Contact for further information:
Wesley M. Burford, P.E., Director of Engineering

CENTRAL TEXAS
Regional Mobility Authority

AGENDA ITEM #19 SUMMARY

Executive Director's report.

Strategic Plan Relevance: Regional Mobility

Department: Executive

Associated Costs: N/A

Funding Source: N/A

Board Action Required: No

Description of Matter:

Executive Director's Monthly report

A. Project Updates

Reference documentation:

Executive Director's report

Contact for further information: Mike Heiligenstein, Executive Director

CENTRAL TEXAS
Regional Mobility Authority

REPORT TO THE BOARD OF DIRECTORS

OCTOBER 29, 2014

Mike Heiligenstein – Executive Director

Bond Rating Upgraded; TIFIA Green Light to Pursue Master Credit Agreement

The Mobility Authority received some great news this month--the bond rating firm Standard & Poor's announced it is upgrading our bond ratings. S&P's upgrade demonstrates the growing recognition that Central Texas has a real need for transportation infrastructure and that the Mobility Authority is meeting that need effectively and efficiently with a fiscally-sound approach.

STANDARD & POOR'S RATINGS SERVICES
McGRAW HILL FINANCIAL

As stated in the report, S&P raised its long-term and underlying rating to 'BBB' from 'BBB-' on outstanding senior lien revenue bonds. S&P also raised its long-term rating to 'BBB-' from 'BB+' on the Mobility Authority's subordinate lien revenue bonds.

In an October 10 letter to the Mobility Authority, Standard and Poor's reported a stable outlook on all ratings and attributed the recent upgrade to a high regional demand for Mobility Authority roads.

Another factor was the Manor Expressway project, completed on time and on budget, which continues to surpass initial revenue and traffic projections. S&P's Assessment of the Mobility Authority's credit-worthiness also found a good operating history of the existing toll road's open sections, and significant growth in traffic and revenue despite the last economic recession.

"The stable outlook reflects our view of the toll road system's strong underlying demand provided by the Austin region," the Standard & Poors report said.

TIFIA
Transportation Infrastructure Finance

The Mobility Authority also has received a letter from the U.S. Department of Transportation advising that the 183 South (Bergstrom Expressway Project) has been approved for the next phase of obtaining a TIFIA loan concurrently with developing a Master Credit Agreement.

The Master Credit Agreement would be the first of its kind in the country and if approved, could be used for financing not only for the Bergstrom Expressway Project, but also the MoPac South, 183 North and Oak Hill Parkway projects.

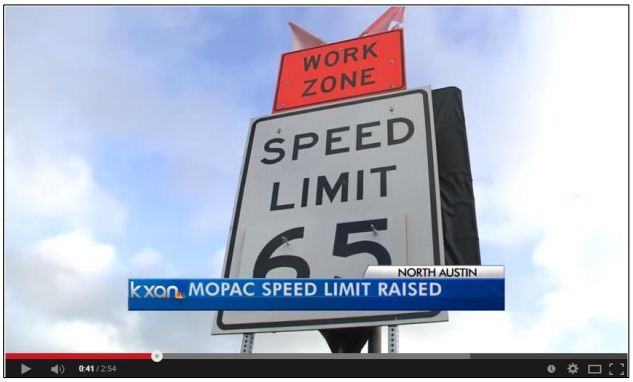
The TIFIA loan amount may not exceed 33 percent of eligible project costs.

The TIFIA credit assistance provides improved access to capital markets, flexible repayment terms, and potentially more favorable interest rates than can be found in private capital markets for similar instruments.

TIFIA can help advance qualified, large-scale projects that otherwise might be delayed or deferred because of size, complexity, or uncertainty over the timing of revenues.

Many surface transportation projects - highway, transit, railroad, intermodal freight, and port access - are eligible for assistance. Each dollar of Federal funds can provide up to $10 in TIFIA credit assistance - and leverage $30 in transportation infrastructure investment.

MoPac Improvement Project Speed Limits Raised to 65 MPH north of US 183



TV news coverage of the speed limit change

On October 9th, I participated in a news conference with Austin Police Chief Art Acevedo announcing that we are raising the speed limit on MoPac Expressway to 65 MPH between Parmer Lane and US 183 when workers are not present in the roadway. In the news conference, the chief urged the public not to speed in the construction zone in order to ensure that work crews remain safe. The posted speed limit south of 183 to Cesar Chavez will remain at 55 MPH. The news conference generated considerable coverage in the news media.

183A Frontage Road Mill and Overlay Project Continues

Mill and Overlay crew on 183A

Construction crews continue to work overnight to on the 183A Mill and Overlay project. The project will remove and replace the top two inches of the 18-inch thick pavement along the frontage roads. The resurfacing process is expected to be finished by the end of November. Various lanes and ramps have been closed during evening hours to accommodate the activity on the project

Signal Light Installed at Scottsdale Drive and 183A Frontage Road

The Mobility Authority tomorrow will activate a newly installed four-way traffic signal at the intersection of the 183A frontage road and Scottsdale Drive in Cedar Park.

Traffic signal activated at 183A frontage road and Scottsdale Drive

Electronic message signs are in place to alert drivers of the new signal which will become fully operational on Tue. October 28.

The signal will improve safety and traffic flow at the intersection after a traffic warrant study determined the need for the new signal. The Mobility Authority and Williamson County jointly paid for the study

Upcoming Meetings

Nov. 19 Board of Directors Meeting

PROJECT UPDATES

MoPac Improvement Project Construction

- The last approved schedule for the MoPac Improvement Project schedule continued to show completion of the project on-time. However, more recent information from the contractor indicates completion of the project may occur later than the contractual date. The Oversight Team is monitoring the schedule closely and working with the contractor to address slippage in start dates and durations for activities. CH2MHill is bringing on additional resources to help address schedule concerns.
- Final design is complete and plans have been released for construction in all segments. The permitting process with utilities and railroads continue.
- Work in Segments 1 & 2A (Parmer Lane to US183) included: drilled shafts, columns, and caps at Cap Metro bridge widening; drilled shafts at UPRR bridge widening; subgrade preparation continues on both northbound and southbound lanes; flexible base placement continues (preliminary activity to paving).
- Work in Segment 2B (US183 to RM 2222) included: forming and placement of median retaining wall footings and stems; storm drain installation; drilling for large guide sign foundations; construction of columns at RM 2222 bridges.
- Work in Segment 3 (RM 2222 to Enfield) included: bridge girders at Enfield Road completed; removal of existing rail and deck removals on Enfield bridges; girders placed on bridge widening for southbound lanes at 45th St.; embankment and select fill being placed along main lanes near Enfield.
- Work in Segment 4 (Enfield Road to Ladybird Lake) included: jack & bore operations continuing for storm drain to Johnson Creek; temporary ramp near Enfield Road paved; Traffic switch to the temporary ramp has occurred.
- Pre-casting of girders and sound wall panels continues.
- Mowing operations continue.
- CH2M HILL has been providing a courtesy vehicle (similar to HERO) during peak hours and during construction as well as handling the maintenance of the corridor (graffiti removal, garbage pick-up, guardrail repair). They will continue this until final acceptance of the project.
- MoPac Man continues to update the website daily with closure information and has responded to numerous e-mails and tweets. His 800 AM broadcasts are updated weekly with closure information as well as information about the upcoming express lanes.

183 North Mobility Project

- The project is on schedule for Public Hearing Aug. 2015.
- Open House #3 is being planned for mid-Feb. 2015.
- Project preliminary design development and traffic operational analysis is on-going. Initial assessment of ingress/egress locations along 183N to be completed by Oct. 15, 2014.
- Alternatives Analysis has been submitted; awaiting comments from TxDOT/FHWA.
- Draft Design Exception package for reduced lane and outside shoulder widths submitted to TxDOT for review and comments.
- Draft Biological Evaluation document and technical memos are being prepared.
- Bicycle and Pedestrian accommodations are being evaluated.

MoPac South Environmental Study

- The next public workshop is planned for early 2015.
- Initial draft EA submittal is planned for early 2015 with a Public Hearing planned for late 2015.
- Technical Memoranda continue to be prepared for social, economic, and environmental impact evaluations.
- A Technical Working Group meeting to review the reasonable alternatives is scheduled for November.
- Engineers continue to lay out alternatives to help identify operational needs and environmental impacts.
- Traffic analysis for operations and environmental evaluations is underway.

MoPac Intersections Environmental Study

- A public hearing is planned for early 2015.
- Environmental Finding is anticipated in mid-2015
- The Schematic Design and the majority of the technical memoranda have been submitted to TxDOT for review and comment.
- The funding agreement with TxDOT is being revised to accommodate increased effort related to EA production and providing a public hearing.
- Significant stakeholder outreach and public communication is planned over the next several months.

SH 45SW Environmental Study

- Initial notice to proceed on preliminary efforts is anticipated to be given this fall.
- Construction is anticipated to start in late 2015/early 2016.
- TxDOT is addressing public hearing comments and finalizing the environmental document.
- Staff is working with Rodriguez Transportation Group (RTG) to prepare a Master Contract and Work Authorization scope of services for survey and engineering in preparation for final design.
- The MoPac Improvement Project schedule continues to show completion of the project on-time. Oversight team is monitoring the schedule closely and working with the Contractor to address slippage in start dates for non-critical activities. Contractor is bringing on additional resources to help address schedule concerns.

Bergstrom Expressway Project

- The Environmental Assessment was cleared by the Federal Highway Administration allowing a Public Hearing to be set for Nov. 19, with an anticipated EA finding in spring 2015.
- Final Design Schematic is currently under review by Federal Highway Administration has been approved pending any modifications that may result from the Public Hearing.
- Public involvement activities continue as the team prepares for the Final CSS Open House on Nov. 13.
- Best Value Selection for a contractor is scheduled for spring 2015.
- Project programming activities continue as the team works to finalize Project Funding Agreements with TxDOT and FHWA.
- Financing activities continue as we develop the updates to TIFIA Application and begin the Investment Grade Traffic & Revenue Study.
- Outreach and status reporting activities continue as the team meets with the stakeholders including Public Officials, Agencies and Community Organizations.

Maha Loop/Elroy Road, Phase I Project

- Contractor is on schedule for the Mar. 2015 completion
- Subgrade, base work, box culverts and adjacent retaining wall construction has been completed.
- Bridge beams and deck panels have been placed Concrete pours should be complete by the first part of December and sidewalk placements are underway.
- Travis County has requested that we begin designing traffic signals for the intersections with SH 71 and with Pearce lane and seek a change order to have them installed if feasible

Manor Expressway, Phase II Project (290E)

- The Mobility Authority is finalizing the non-conflict utility relocations required by the project to obtain Final Acceptance.

Oak Hill Parkway Project (US 290W/SH 71W)

- Following a stakeholder workshop with the Fix 290 group to address their comments from the Open House, the team advised stakeholders that Concept F would not move forward into the NEPA process.
- A response explaining why Concept F would not be carried forward was provided to the City of Austin in response to their resolution to continue assessing Concept F throughout the NEPA process.
- A Context Sensitive Solutions workshop was held on Oct. 9 to begin seeking input from the stakeholders. An online CSS survey was launched the day after the workshop.

SH 71 Toll Lanes

- TxDOT personnel and representatives from their construction contractor, McCarthy, have been making pre-construction preparations. A notice to proceed with construction is expected in November.
- Atkins and the Mobility Authority met with Schneider Electric to discuss roles and responsibilities regarding tolling facilities to be installed on the project.

CENTRAL TEXAS
Regional Mobility Authority

CTRMA Summary of Projects

October 24, 2014

The following is a brief summary of CTRMA Projects.

Bergstrom Expressway (US 183 South)

Limits: US 290 southerly to SH 71

Improvement Type: 3 tolled lanes in each direction and 3-lane, non-tolled frontage roads (subject to environmental clearance)

Tentative Letting Date: 2015

Inflated Cost Estimate ($ Millions)

Developer: $498
Total Project: $663
(excludes finance costs)

Description: The proposed project will improve the existing 4 lane divided roadway with signalized intersections to a 6 lane controlled access facility with grade separations and access roads. Project length is 8 miles.

Oak Hill Parkway (SH 71 West – The "Y" at Oak Hill)

Limits: RM 1826 to Loop 1

Improvement Type: 2 tolled lanes in each direction and 2-lane , non-tolled frontage roads (subject to environmental clearance)

Tentative Letting Date: 2017

Inflated Cost Estimate ($ Millions)

Developer: $444
Total Project: $648

Description: The proposed project according to the CAMPO Plan would improve the existing 4-lane divided roadway with signalized intersections to a 4-lane controlled access facility with grade separations and access roads. Project includes improvements on SH 71 to Silvermine Drive. Project length is currently expected to be 4 miles.

SH 45 Southwest

Limits: Loop 1 to FM 1626

Improvement Type: 2 tolled lanes in each direction (subject to environmental clearance)

Tentative Letting Date: Late 2015

Inflated Cost Estimate ($ Millions)

Construction: $88
Total Project: $100
(excludes finance costs)

Description: The proposed project according to the CAMPO Plan consists of 4 main lanes and includes an overpass at Bliss Spillar Road. Project length is 3.6 miles.

MoPac South Project

Limits: Cesar Chavez Street southerly to Slaughter Lane

Improvement Type: To be determined in environmental process.

Tentative Letting Date: 2017

Inflated Cost Estimate ($ Millions)

Construction: $245
Total Project: $290
(excludes finance costs)

Description: The project will be scoped in accordance with the environmental process. Project length is currently expected to be 8 miles.

183 North Project

Limits: RM 620 southerly to Loop 1; Along MoPac from US 183 to RM 2222

Improvement Type: To be determined in environmental process.

Inflated Cost Estimate ($ Millions)

Developer: $182
Total Project: $193
(excludes finance costs)

Tentative Letting Date: 2017

Description: The project will be scoped in accordance with the environmental process. Project length is currently expected to be 7.8 miles.

SH 71 Express Project

Limits: Presidential Blvd easterly to SH 130

Improvement Type: One toll lane each direction with overpasses at FM 973 and SH 130

Inflated Cost Estimate ($ Millions)

Developer: $110
Total Project: $140
(excludes finance costs)

Tentative Letting Date: 2014

Description: The project consists of the addition of one tolled lane in each direction with an overpass at FM 973 and paved 10-ft shared use paths along both sides of the corridor connecting bicycle/pedestrian facilities. Project length is approximately 4 miles. TxDOT is leading the procurement and development.

NOTE: THE INFORMATION CONTAINED IN THIS SUMMARY IS PRELIMINARY AND SUBJECT TO CHANGE