

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

RESOLUTION NO. 11-136

**APPROVING AN AMENDMENT TO THE SCHEDULE OF RATES ESTABLISHED BY
THE AGREEMENT FOR VIOLATION PROCESSING AND DEBT COLLECTION
SERVICES WITH GILA LLC, D/B/A MUNICIPAL SERVICES BUREAU**

WHEREAS, pursuant to Resolution No. 07-71, adopted by the Board of Directors on December 7, 2007, CTRMA executed an Agreement for Violation Processing and Debt Collection Services effective January 15, 2008, (the "Agreement") with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"); and

WHEREAS, Appendix B to the Agreement provides for an annual review of the Schedule of Rates established by that Appendix B, and further provides that those rates may be adjusted upon mutual agreement of CTRMA and MSB; and

WHEREAS, MSB has agreed to the proposed rate adjustment set forth in the Fourth Amendment to the Agreement attached to this resolution as Attachment A; and

WHEREAS, the Executive Director recommends that the Board approve the proposed rate adjustment set forth in Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the Fourth Amendment to the Agreement with MSB in the form or substantially the same form as the amendment attached as Attachment A; and

BE IT FURTHER RESOLVED, that the Fourth Amendment may be finalized and executed by the Executive Director on behalf of the CTRMA.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-136
Date Passed: 12/7/11

ATTACHMENT "A" TO RESOLUTION 11-136

PROPOSED FOURTH AMENDMENT

[on the following page]

**FOURTH AMENDMENT TO
 AGREEMENT FOR VIOLATION PROCESSING AND DEBT COLLECTION SERVICES
 BY AND BETWEEN
 CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
 AND
 GILA CORPORATION, d/b/a MUNICIPAL SERVICES BUREAU**


This Fourth Amendment (this "Amendment") to the Agreement for Violation Processing and Debt Collection Services dated effective January 15, 2008, by and between Central Texas Regional Mobility Authority ("CTRMA") and Gila LLC, f/k/a Gila Corporation, d/b/a Municipal Services Bureau ("MSB") is made for the purpose of amending certain provisions of Appendix "B" of the Agreement.

In accordance with the provisions of Appendix "B" of the Agreement regarding periodic review and adjustment of the Rates due to MSB under the Agreement, the Schedule of Rates under the Agreement is hereby amended so that the table setting forth the amount MSB is to receive for each violation process item reads in its entirety as follows:

Violation process item	Amount Consultant receives for each paid item
Video bill	16% of each toll (including, without limitation, electronic toll collections) and \$1.00 handling fee for each mailing.
Violation Notice	\$10.00 per paid Notice
Collections	\$20.00 all collection activities per unpaid Notice
Court packets	\$25.00 flat fee per packet requested
Image review	\$0.095 per transaction image accurately processed (excluding non-revenue transactions)

Effective Date of Amendment: Except as otherwise specified above, this Amendment shall be effective as of _____, 2011.

Except to the extent modified herein, all terms and conditions of the Agreement are hereby ratified and shall continue in full force and effect as originally set forth therein.

Central Texas Regional Mobility Authority	Gila Corporation, d/b/a Municipal Services Bureau
By: _____	By:  _____
Title: _____	Title: _____
Date: _____	Date: _____

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

RESOLUTION NO. 11-137

**APPROVING AN AMENDED INTERLOCAL AGREEMENT WITH CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE TOLL
TRANSACTION PROCESSING, TOLL COLLECTION, AND RELATED SERVICES.**

WHEREAS, by Resolution No. 10-26, adopted by the Board of Directors on March 31, 2010, the Board authorized an interlocal agreement between CTRMA and the Cameron County Regional Mobility Authority ("CCRMA") by which CTRMA would provide toll collection and related processing services to CCRMA (the "Toll Collection ILA"); and

WHEREAS, CTRMA provides services to CCRMA under the Toll Collection ILA through its Agreement for Violation Processing and Debt Collection Services effective January 15, 2008, with Gila Corporation, a Texas corporation subsequently converted to Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau (the "MSB Contract"); and

WHEREAS, the Schedule of Rates for the MSB Contract has been amended to lower rates charged by MSB, and staff for CTRMA and CCRMA recommend that the Toll Collection ILA be revised to reflect the new rates; and

WHEREAS, the Executive Director recommends that the Board authorize the proposed amended interlocal agreement set forth in Attachment A to this resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the interlocal agreement between CTRMA and CCRMA in the form or substantially the same form attached as Attachment A; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute on behalf of the CTRMA the proposed interlocal agreement in the form or substantially the same form attached as Attachment A.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wijkerson
Chairman, Board of Directors
Resolution Number: 11-137
Date Passed: 12/7/11

ATTACHMENT "A" TO RESOLUTION 11-137
PROPOSED INTERLOCAL AGREEMENT WITH
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

[on the following 8 pages]

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2011, by and between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the “CTRMA”) and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (“CCRMA”), political subdivisions of the State of Texas (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CTRMA is a regional mobility authority created pursuant to the request of Travis and Williamson Counties and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the “RMA Rules”); and

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the RMA Act and Sections 26.1 *et seq.* of the RMA Rules; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CCRMA is in need of toll transaction processing, toll collection services (including “pay-by-mail” processing, violations processing and debt collection services) and toll systems implementation equipment and services related to the SH 550 Toll Project and future CCRMA toll projects; and

WHEREAS, the CCRMA previously issued an RFI, a copy of which is attached as Attachment “A”, seeking expressions of interests and proposals from other Texas toll authorities interested in providing toll collection processing services (including violations processing and debt collection services) and services related to acquisition and installation of toll collection equipment; and

WHEREAS, CTRMA responded to the RFI and proposed providing the requested services using its own expertise as well as the services of the consultants it supervises; and

WHEREAS, the CTRMA and the CCRMA previously entered into an interlocal agreement pursuant to which the parties agreed that the CTRMA would provide the CCRMA with toll systems implementation equipment and services using its own expertise and that of its toll systems implementation and maintenance consultants; and

WHEREAS, the CTRMA previously entered into an Agreement for Violation Processing and Debt Collection Services with Gila Corporation, d/b/a Municipal Services Bureau

("MSB") for the provision of violation processing, collection management, and court process support services (the "MSB Contract"); and

WHEREAS, the CTRMA, independently and by and through its consultants, has the expertise required to provide toll image processing, violations processing and debt collection services in connection with toll projects; and

WHEREAS, the CTRMA is a party to the Statewide Interoperability of Toll Collection Systems Agreement (the "Interoperability Agreement"), through which toll transactions on various tolled facilities throughout the state are processed and credited to the operator of the facility on which the transaction occurred; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CTRMA to provide needed toll collection processing services to the CCRMA through its expertise and resources, including those available through the MSB Contract and the Interoperability Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II. ACTIONS

1. Provision of Services. Subject to the terms of this Agreement, the CCRMA shall utilize the resources of the CTRMA and/or its consultants, including the resources and services provided under the MSB Contract and the Interoperability Agreement, in connection with the provision of toll transaction processing, toll collection, violation processing, collection management, and court support services on CCRMA toll projects. The general Scope of Work (the "Services") to be provided by the CTRMA is set forth in Attachment "B". In the event that CCRMA becomes a direct party to the Interoperability Agreement the parties agree to amend this Agreement as necessary to accommodate such change.

2. Cost of Services and Payment. The cost of services and payments are primarily governed by underlying agreements between CTRMA and its consultants and the Interoperability Agreement. In accordance with the underlying agreements and established processes, and in accordance with a schedule to be mutually agreed upon by the parties, the CTRMA, by and through its consultants, shall submit to CCRMA a summary of toll related fees

and costs charged and collected in providing the Services under this Agreement and shall also present a reconciliation of the related transactions, invoices and accounts.

The current applicable fees for service are provided in the Rate Schedule set forth in Attachment "C". The CTRMA agrees to pay, or cause to be paid, any funds collected by the CTRMA on behalf of the CCRMA within 45 days of receiving those funds. The CTRMA may deduct applicable processing fees prior to transferring toll related funds to the CCRMA, resulting in a net invoice or payment to CCRMA. The funds due and fees deducted shall be clearly shown on the associated summary document.

Payments due to either party under this Agreement shall be made to:

Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, TX 78701
Attn: Chief Financial Officer

Cameron County Regional Mobility Authority
1100 E. Monroe
Brownsville, Texas 78521
Attn: RMA Coordinator

3. Performance Measures. The toll collection processing services being provided pursuant to this Agreement are an extension of the services being provided to the CTRMA under the MSB Contract. As such, CTRMA shall ensure, through its agreement with MSB and other of its subcontractors, that the same performance measures are established and maintained for toll collection processing services on SH 550 and other CCRMA facilities as are applicable to CTRMA facilities. CTRMA shall enforce such measures and standards on CCRMA's behalf, and CTRMA shall not agree to modify performance measures without the prior written consent of CCRMA.

III. GENERAL AND MISCELLANEOUS

- 1. Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 30, 2015. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing,
 - a. if the MSB Contract is terminated pursuant to Article 3 of that agreement, this Agreement shall terminate on the same day that the MSB Contract terminates, provided that the CTRMA shall give the CCRMA written notice of the termination within ten (10) days of providing notice to or receiving notice from MSB in accordance with Article 3 of the MSB Contract; and

- b. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the toll collection processing services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and
 - c. the CCRMA may terminate this Agreement without cause at any time, provided that the CCRMA shall provide the CTRMA with thirty (30) days written notice of the termination.
- 2. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.
- 3. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.
- 4. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 5. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.
- 6. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 7. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
Mike Heiligenstein,
Executive Director

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

By: _____
Pete Sepulveda, Jr.,
RMA Coordinator

ATTACHMENT "A"

RFI

ATTACHMENT "B"

SCOPE OF SERVICES

The CTRMA shall provide toll transaction processing, image processing, Pay-by-Mail invoicing, violation processing services, and court support services for the purpose of collecting toll-related funds on behalf of the CCRMA. The Scope of Services may include, but not be limited to, the following tasks on behalf of the CCRMA:

1. The CTRMA shall collect and distribute to the CCRMA toll funds collected on behalf of the CCRMA.
2. The CTRMA shall provide assistance to the CCRMA in properly reconciling the payments from CTRMA to CCRMA and, if applicable, payments from CTRMA's Consultants to the CCRMA.
3. The CTRMA shall process all transactional and image data from specified in-lane toll collection systems in Cameron County.
4. The CTRMA shall process transactional and image-based data in accordance with the agreed to business rules, policies, and procedures.
5. The CTRMA shall submit transponder-based and applicable image-based transactions to the Texas Statewide Interoperable Hub, in accordance with the approved Texas statewide interoperable business rules and interface control documents.
6. To facilitate the processing of CCRMA transactions, the CTRMA shall submit any required changes to the Statewide Interoperability Committee per Attachment A - Section 2 of the Texas Statewide Interoperability of Toll Collection Systems Agreement.
7. The CTRMA shall make an effort to include the CCRMA in the review of toll transaction processing agreements that affect the processing of CCRMA transactions or may result in a change to the toll transaction fee structure or performance measures.
8. Either directly or through access to consultant-provided systems and reports, the CTRMA shall make all reasonable efforts to provide to the CCRMA the same access to information and reports that the CTRMA requires to audit, reconcile, or resolve customer service or financial related matters.
9. CTRMA shall make all reasonable efforts to provide to the CCRMA the same ownership of toll transaction related information that the CTRMA is afforded through their consultant agreements.

ATTACHMENT “C”: RATE SCHEDULE

In accordance with the provisions of Appendix “B” of the Agreement between the CTRMA and the MSB for Violation Processing and Debt Collection Services, the Texas Statewide Interoperability of Toll Collection Systems Agreement, and in accordance with the CTRMA’s response to CCRMA’s Request for Information Regarding Toll System Implementation and Support for SH-550 via Inter-Local Agreement, the amount the CTRMA is to receive for each CCRMA transponder-based and image-based process item may not exceed the following:

Process Item	Fees due to the CTRMA (or their consultants and partners) from CCRMA for each process item	Funds due to the CCRMA from CTRMA (or directly from their consultants) for each process item
*Transactions submitted to the Statewide Interop Hub and paid by the away agency	8% of the toll amount	92% of the toll amount
* Pay-by-Mail invoice processing and mailing	16% of the Pay-by-Mail total toll amount, plus a \$1.00 handling fee for each mailing	84% of the Pay-by-Mail total toll amount
*First violation notice processing and mailing	\$10	\$5
*Second violation notice processing and mailing	\$10	\$5
*Final Collection Notice processing and mailing	\$20	\$10
Court Packet development and mailing	\$25	n/a
License plate image review per correctly reviewed <u>image</u> transaction	\$.095	n/a
** Marketing related processing and mailings	Processing and mailing cost, plus no more than 15%	n/a

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*For these items, no fees or funds are due unless the associated toll and/or fees are collected from the customer or violator.

** During the initial tolling operations in Cameron County, the CTRMA and their consultants may be asked to process license plate images and send marketing related material to the vehicles registered owner.

The rates paid to the CTRMA have no influence on the toll amount or administrative fees that the CCRMA may charge its transponder-based customers, image-based customers, and violators.

CTRMA has agreed to charge CCRMA~~pass-through~~, without adjustment, the fees incurred by CTRMA for processing of a CCRMA transaction and images ~~and~~ in accordance with the provisions of the above-mentioned agreements, ~~provided that these~~ These rates, while currently in effect, are subject to periodic review and adjustment by mutual agreement of CTRMA, CCRMA, and MSB.

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

RESOLUTION NO. 11-138

**APPROVING AN AMENDED WORK AUTHORIZATION UNDER THE CONTRACT
FOR TOLL SYSTEM IMPLEMENTATION WITH TELVENT USA CORPORATION
TO PROVIDE TOLL SYSTEM MAINTENANCE SERVICES TO THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY FOR ONE YEAR.**

WHEREAS, by Resolution No. 10-06, adopted by the Board of Directors on January 27, 2010, the Board authorized an interlocal agreement between CTRMA and the Cameron County Regional Mobility Authority ("CCRMA") by which CTRMA would provide toll system implementation services to CCRMA (the "Toll System Implementation ILA"); and

WHEREAS, CTRMA provides services to CCRMA under the Toll System Implementation ILA through its Contract for Toll System Implementation effective April 27, 2005, with Telvent USA Corporation, formerly known as Caseta Technologies (the "Telvent Contract"); and

WHEREAS, CCRMA has notified CTRMA that it desires for CTRMA to include maintenance services for CCRMA's new toll system under the Toll System Implementation ILA for a one year period with the cost of that service paid by CCRMA; and

WHEREAS, the Executive Director recommends that the Board approve an amended work authorization under the Telvent Contract to provide the requested maintenance service to CCRMA under the Toll System Implementation ILA.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes and approves the amended work authorization in the form or substantially the same form attached as Attachment A, with the cost to CTRMA to fully reimbursed by CCRMA; and

BE IT FURTHER RESOLVED, that the Executive Director may finalize and execute on behalf of CTRMA the proposed work authorization in the form or substantially the same form attached as Attachment A.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-138
Date Passed: 12/7/11

ATTACHMENT "A" TO RESOLUTION 11-138
PROPOSED AMENDED WORK AUTHORIZATION

[on the following 2 pages]

**AMENDMENT TO WORK AUTHORIZATION NO. 4 UNDER
CONTRACT FOR TOLL SYSTEM IMPLEMENTATION
BETWEEN
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
TELVENT USA CORPORATION**

This Amendment to Work Authorization No. 4 under the Contract for Toll System Implementation between Central Texas Regional Mobility Authority ("CTRMA") and Telvent USA Corporation (the "Contractor") is for the purpose of amending EXHIBIT A of the Interlocal Agreement Toll System Implementation between CTRMA and CCRMA, effective January 27, 2010, to include one (1) year of toll systems maintenance services generally in accordance with Attachment M-1 of the Maintenance Services Contract for Toll Collection System between CTRMA and Contractor, effective March 3, 2007, and as amended December 7, 2011.

Add the following:

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 4. AMENDMENTS TO CONTRACT DOCUMENTS of the Contract for Toll System Implementation, April 27, 2005, (the Contract) entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), and Telvent USA Corporation (the Contractor), as amended May 3, 2011.

Pursuant to a review of the Scope of Services and associated costs for the proposed work under Work Authorization No. 4 of the subject Contract, **PART I.** is revised as follows:

The Contractor will perform toll system maintenance services generally as described as **Maintenance and Warranty** in Attachment B to the INTERLOCAL AGREEMENT by and between the CTRMA and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY attached as EXHIBIT A, and as more specifically described in Attachment M-1 to the Maintenance Services Contract for Toll Collection System, as amended December 7, 2011.

Pursuant to a review of the Scope of Services and associated costs for the proposed work for toll systems maintenance services under Work Authorization No. 4 of the subject Contract, **PART II.** is supplemented by the following:

The maximum amount payable for toll systems maintenance services under this Work Authorization No. 4 is **\$56,092**. This amount is based upon the estimated fees set forth in Attachment M-1, which is incorporated herein and made a part of this Work Authorization. The maximum amount payable under this Work Authorization No. 4 is revised to **\$1,449,900**.

Pursuant to a review of the costs for the proposed work under Work Authorization No. 4, in accordance with the Maintenance Services Contract for Toll Collection System between CTRMA and Contractor, effective March 3, 2007, **PART III** is supplemented by the following:

Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with Section 5. FEES AND CHARGES of the Maintenance Services Contract for Toll Collection System, as amended December 7, 2011.

Pursuant to a review of the costs for the proposed work under Work Authorization No. 4, under the subject Contract, **PART IV**. is supplemented by the following:

This Amendment to Work Authorization No. 4 shall terminate on May 10, 2012 unless extended by a supplemental Work Authorization as provided in Section 11 of the Maintenance Services Contract for Toll Collection System.

By their signatures below, the parties of the Contract evidence their agreement to the amendment set forth above.

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

TELVENT USA CORPORATION

Mike Heiligenstein
Executive Director

DRAFT

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

RESOLUTION NO. 11-139

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

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

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

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

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

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

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



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

ATTACHMENT "A" TO RESOLUTION 11-139

**PROPOSED AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION**

[on the following 40 pages]

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

Contracting Parties:

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

BACKGROUND

Texas Transportation Code, §201.103, authorizes the Department to plan and to make policies for the location, construction, and maintenance of a comprehensive system of state highways and public roads. Transportation Code, §222.104, authorizes the Department to enter into pass-through agreements for the purpose of improving the state highway system. The Texas Transportation Commission has implemented this provision by enacting rules to be found at 43 TAC Chapter 5, Subchapter E. On May 26, 2011, the Texas Transportation Commission passed Minute Order Number 112685, authorizing the Developer to construct intersection improvements at the intersection of US 183/183A (the "Project"), the location of which is shown on Attachment A, which is attached to and made a part of this agreement. On July 28, 2011, the Texas Transportation Commission passed Minute Order Number 112755, authorizing the Department to enter a pass-through agreement with the Developer in furtherance of the Project. The governing body of the Developer has authorized entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment G. In consideration of the mutual promises contained in this agreement, the Department and the Developer now agree as follows.

AGREEMENT

1. Effective Date

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

2. Amendments

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

3. Scope of Work

The scope of work is to develop improvements to the 183A intersection of US 183 with auxiliary lanes, left and right turn lanes, turnaround lanes, frontage road improvements and enhanced tie-in of CR 276 to US 183. The scope of work is described in more detail in

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

4. Sources and Uses of Funds

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

- (c) The amount of cost under-run received by the Developer may be expended on the actual costs of an eligible project's environmental clearance and mitigation, right of way acquisition, land surveys, engineering, utility relocation, construction, construction engineering and inspection, and financing, but not on overhead or contingent profits; and
- (d) The Developer receives the Department's prior written consent for the expenditures.

5. Project Implementation

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

6. Environmental Assessment and Mitigation

Development of the Project shall comply with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.5, and Natural Resources Code, Chapter 191.

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

7. Right of Way and Real Property

- A. The Developer is responsible for the provision and acquisition of all real property needed for the Project, including easements. Right of way widths shall be in accordance with the Austin District's Standard Right of Way Width for the pertinent Roadway Cross Section. All property interests shall be acquired in the name of the State of Texas. The Developer may not acquire right of way until all environmental

clearance procedures have been completed and either (1) right of way maps and property descriptions (field notes and plats) have been prepared, or (2) a segment of the right of way map (consisting of one or more contiguous parcels) and the field notes and plat maps for such parcels have been prepared and certified to fall within the right of way limits of the approved schematic. The Developer must comply with all applicable state and federal laws, regulations, policies, and procedures, including the requirements of the Right of Way Manual Collection of the Department's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq. Documentation to support compliance must be maintained by the Developer. The Developer must obtain advance approval from the Department for any variance in established procedures. The Department's Executive Director may exercise discretion in authorizing an alternative procedure if it is sufficient to discharge the Department's responsibilities for acquiring real property. The Department may monitor and audit the Developer's acquisition of right of way on the Project at any time. On request, the Developer shall furnish the Department with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the Department determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Developer shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Developer.

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

8. Utilities

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

9. Architectural and Engineering Services

The Developer has responsibility for the performance of architectural and engineering services, including the responsibility of ensuring that all environmental permits, issues, coordination, mitigation, and commitments are adequately addressed in design of the

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

10. Construction Responsibilities

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

inspection and provide to the Developer a list of items, if any, to be completed prior to acceptance by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Acceptance" to the Developer. Within six (6) months after the Department has issued the "Letter of Acceptance," the Developer shall file with the Department a set of as-built plans that incorporate any contract revisions. These plans shall be signed, sealed, and dated by a professional engineer licensed in Texas, who shall certify that the Project was constructed in accordance with the plans and specifications.

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

11. Maintenance

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

12. Repayment

- A. The Department will reimburse the Developer by paying an annual amount equal to \$0.016 for each vehicle that travels on the Project during the previous year. Under no circumstances will the annual payment be less than \$75,000 or more than \$150,000, and under no circumstances will the total payment under this Paragraph during the course of this agreement exceed \$1,500,000 unless approved by the Texas Transportation Commission and formalized in an amendment to this agreement. The number of vehicles traveling on the Project during a year will be based on actual traffic data, to the extent the data is available, or the Department's traffic estimates in accordance with Section 10, Construction Responsibilities.
- B. For purposes of repayment under this agreement, "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Department, and no further work is remaining that requires lane closures affecting the mobility of the traveling public. When the Project is Substantially Complete, the Developer may issue and sign a "Notification of Substantial Completion" certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within thirty (30) days after receipt of this notification, the Department will perform an inspection and provide to the Developer a list of items, if any, to be completed prior to approval by the Department. Once the items have been addressed to the satisfaction of the Department, the Department will issue a "Letter of Approval for Payment" to the Developer. In lieu of a Notification of Substantial Completion, the Developer may proceed directly to a Notice of Completion in accordance with Section 10, Construction Responsibilities.
- C. The first payment shall be made within sixty (60) days after the first anniversary of the Project's Substantial Completion and the Department's issuance of a Letter of Approval for Payment, or in the event that a Letter of Approval for Payment was not issued, then within sixty (60) days after the first anniversary of the Project's completion and the Department's issuance of a Letter of Acceptance. Annual payments shall continue within sixty (60) days after each succeeding anniversary of the Letter of Approval for Payment or the Letter of Acceptance as applicable.
- D. The number of annual payments and the amount of the final payment will be consistent with payment of the total reimbursement amount determined in accordance with Section 4, Sources and Uses of Funds. Payment under this agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds.

13. Mutual Cooperation

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

14. Default

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

15. Termination

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

- A. in writing with the mutual consent of the parties;
- B. by either party because of a material breach by the other party; or
- C. by the Department if the Developer has not commenced construction on the Project (including each individual project if this agreement covers multiple projects) within three (3) years of the date of execution of this agreement.

16. Remedies

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

17. Notices

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

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

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

18. Development Contracts, Subcontracts, and Assignment

- A. Within ten (10) days after execution of this agreement, the Developer shall provide the Department with a fully executed copy of any agency contract or project development contract between the Developer and a private entity for the design, financing, maintenance, operation, or construction of the Project (a Development Contract). For a Development Contract between the Developer and a private entity entered into after execution of this agreement, the Developer shall provide to the Department an executed copy within fifteen (15) days after the Development Contract is executed. A Development Contract must be subject to all applicable terms and conditions of this agreement.
- B. A subcontract by the Developer, its agent, or a subcontractor in excess of \$10,000 shall contain all applicable terms and conditions of this agreement and shall be submitted to the Department for review and approval prior to its execution.
- C. Except as otherwise provided by law or this Paragraph, neither party shall assign any interest in this agreement. In the event that the Developer pledges or assigns its right to receive any revenues derived from this agreement in connection with a loan or with the issuance of bonds, the pledge or assignment shall not operate as an assignment of

an interest in this agreement. In that case the Developer shall provide the Department with copies of the loan or bond documentation no less than ten (10) days before the loan is executed or the bonds are issued. Under no circumstances will the Department be liable in any way for debt in any form incurred by the Developer, and any loan or bond documentation will state clearly that the Department has no obligation of repayment of the loan or bonds.

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

19. Ownership of Property

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

20. Developer Resources

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

21. Responsibilities of the Parties

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

22. Compliance with Laws

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

23. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or

unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

24. Insurance

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

25. Hold Harmless

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

26. Sole Agreement

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

27. Compliance with Texas Accessibility Standards and ADA

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

28. Gratuities

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

29. Conflict of Interest

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

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

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

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

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

31. Procurement and Property Management Standards

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

32. Audit

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

33. Retention and Inspection of Books and Records

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

34. Civil Rights Compliance

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

35. Disadvantaged Business Enterprise (DBE) Program Requirements

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

36. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By

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

37. Lobbying Certification

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

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

38. Federal Funding Accountability and Transparency Act Requirements

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

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

39. Single Audit Report

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

40. Signatory Warranty

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

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

THE DEPARTMENT

THE DEVELOPER

Signature

Signature

Executive Director
Texas Department of Transportation

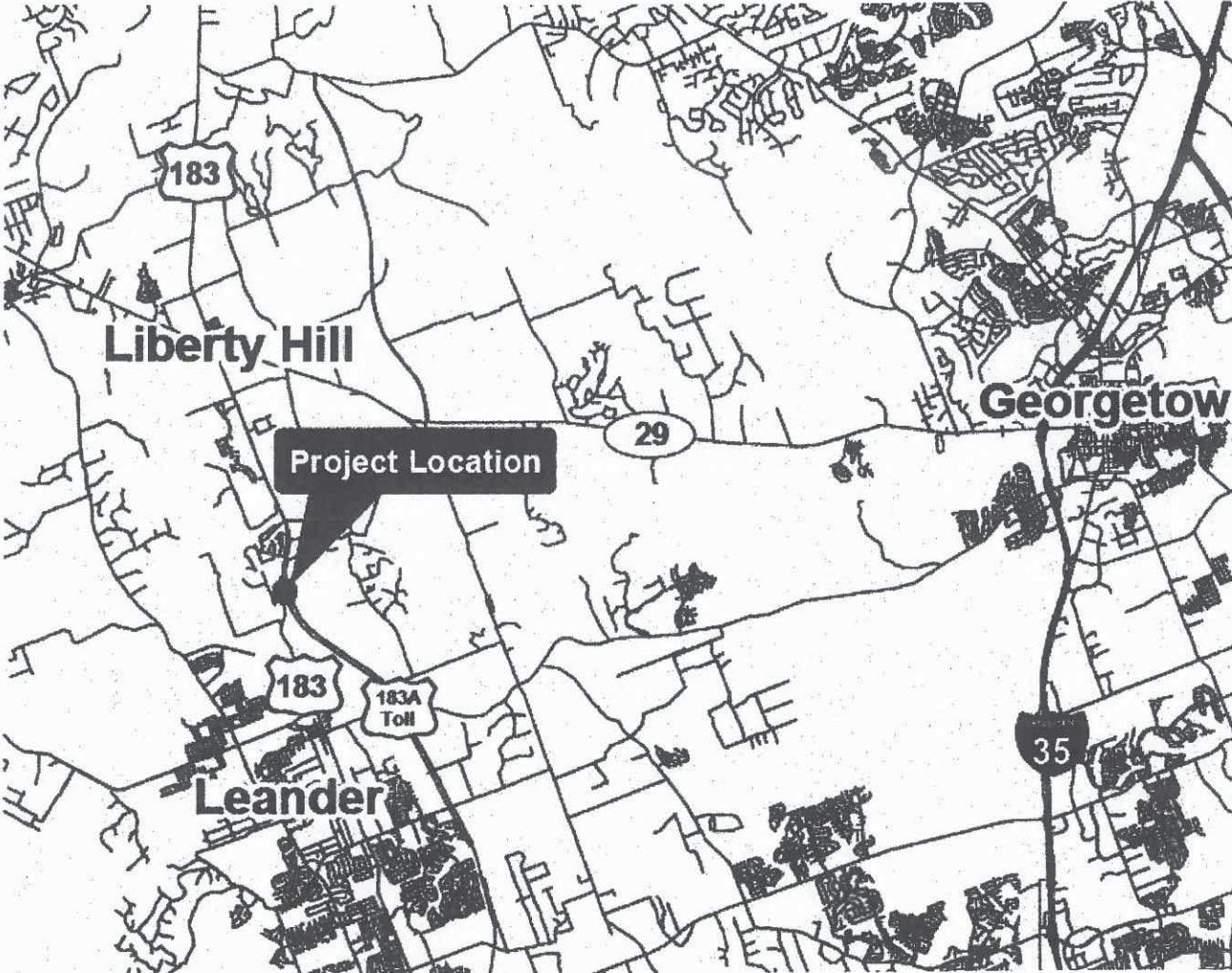
Mike Heiligenstein
Executive Director
Central Texas Regional Mobility Authority

Date

Date

ATTACHMENT A

Location Map of Project



ATTACHMENT B

Scope of Work

US 183/183A

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

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

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

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

A schematic has not been finalized.

The environmental clearance is in progress.

Necessary right of way has not been acquired.

ATTACHMENT C

TOTAL ESTIMATED COSTS AND SOURCES OF FUNDING

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

ATTACHMENT D

Project Implementation

Overview

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

1. Environmental Studies and Mitigation

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

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

1.1.12. The Developer is responsible for all Project-related environmental permits, issues, and commitments, including any mitigation or remediation that may be required under any law or regulation.

1.1.13. Submission to the department of documentation showing that all environmental permits, issues, and commitments have been or will be completed, including copies of permits or other approvals required prior to construction in accordance with 23 CFR §771.109.

1.2. As set forth in Exhibit 1, Roles and Responsibilities, the Department will conduct environmental reviews throughout the clearance process in an attempt to receive the environmental approval of the Project.

1.2.1. Except as otherwise required by law or by agreement between the Department and a state or federal agency, the Developer is responsible for coordinating with local governmental entities and applicable agencies throughout the Project planning process to assure compliance with applicable laws. The Developer and Department will make every reasonable effort to resolve disagreements with local governments and with state or federal agencies as they relate to environmental approval of the Project.

1.2.2. The Developer will coordinate the submission of documents for agency review with the Department.

1.2.3. The Department is responsible for coordinating all review activities listed in the review schedule defined in Exhibit 2, General Review Schedule. The Department is responsible for working with the lead agency, the cooperating agencies and any affected entities to ensure a timely and thorough coordination process through a specified staff working group. The Developer will be an integral participant throughout the review process to rapidly address comments and concerns necessary to secure clearance within the review schedule.

2. Right of Way Acquisition

2.1. As provided in Section 7, Right of Way and Real Property, of this agreement, the Developer is responsible for the acquisition and provision of any right of way or real property needed for the Project (New Right of Way).

2.2. The Developer will establish and maintain a project tracking system that is acceptable to the Department and that shows the right of way surveying and mapping, appraisal, acquisition, and relocation status of each parcel.

2.3. The Developer and the Department will, upon commencement of each individual highway improvement, agree on the form and format of all required conveyance documents and other right of way related deliverables required by the Department for its permanent files.

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

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

3. Utilities

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

4. Engineering Services

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

4.6. Reviews

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

- 4.6.4.** When the Project design is 95% final, the Developer will coordinate the submission of the following information to the Department for review to allow comments and concerns to be addressed by the Developer to secure approval of the Department and FHWA within the expedited review schedule defined in Exhibit 2, General Review Schedule.
- 1) Seven (7) copies of final plans, specifications, and engineer's estimate.
 - 2) Revisions to the preliminary design submittal.
 - 3) Proposal to award construction contract in compliance with applicable state and federal requirements.
 - 4) Proposed contract administration procedures for the construction contract with criteria that comply with the applicable national or state administration criteria and manuals.
 - 5) Documentation of all environmental permits, issues, and commitments that will be addressed in construction.
- 4.6.5.** For any individual highway improvement with a construction cost over \$25 million, the Developer shall conduct a value engineering workshop. Proposed changes to the design shall be submitted to the Department for review and approval.
- 4.6.6.** Approval by the Department of this final design submittal, in conjunction with environmental process, will constitute authorization for the Developer to advertise for construction bids. Approval may be conditioned on an amendment to this agreement if the final approved design significantly reduces the original scope of the Project as described in this agreement and applicable attachments.

5. Construction Responsibilities

- 5.1.** The Developer will supervise and inspect all work performed during construction and provide engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications.
- 5.1.1.** Unless the parties enter a separate agreement to the contrary, all correspondence and instruction to the contractor performing the work will be the sole responsibility of the Developer.
 - 5.1.2.** All work will be performed, unless otherwise specifically stated in the contract documents for the Project, in accordance with the latest edition of the Department's Guide Schedule for Sampling and Testing, the Quality Assurance Program Manual, the Construction Contract Administration Manual, and the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges or special specifications or provisions approved by the Department.
 - 5.1.3.** The Developer shall ensure the implementation of a Project Quality Assurance Program (QAP), which shall include an Acceptance Program and an Independent Assurance (IA) Program. The Developer may adopt the Department's approved QAP, or develop an alternate

QAP in conformance with the requirements in 23 CFR 637, Part B. If the Developer adopts the Department's QAP, no further Department approval is required. Project records should document the adoption of the Department's QAP. If the Developer elects to develop an alternate QAP, the proposed alternate QAP shall be submitted to the Department for review and approval.

- 5.1.4.** The Developer shall secure an independent laboratory to administer the Project IA Program. The Developer may use an AASHTO-accredited commercial laboratory, or a local Department District Laboratory upon mutual agreement between the two parties.
- 5.1.5.** The Developer shall ensure proper inspection of off-site fabricated products at structural steel fabrication plants, pipe manufacturing plants, commercial precast prestressed and non-stressed concrete products plants, and any job site prestressed concrete plants. The Developer shall set aside necessary funds for such inspection services, whether performed by a Developer-contracted commercial entity or by the Department. If the Developer elects to utilize Department off-site inspection services, the Developer must enter into an Inter-local Agreement with the Department's Construction Division, Materials & Pavements Section (CSTM&P).
- 5.2.** The Department will grant the Developer or its authorized representative access to State right of way to perform any activities required to execute the work and issue a right of entry for the performance of all construction activity.
- 5.3.** Subject to Section 10, Construction Responsibilities, of this agreement, the Developer will negotiate and approve all change orders and other contract revisions that the Developer finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Developer must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

 - 5.3.1.** The Developer will document any such changes, including a proposed course of action.
 - 5.3.2.** The Developer will notify the Department of the need for such changes and submit the appropriate documentation.
 - 5.3.3.** The Department shall have no more than ten (10) business days after the Developer's submission either to approve the changes as submitted by the Developer or to respond with the Department's proposed revisions.
 - 5.3.4.** If the Department responds with revisions, the Developer and the Department will work diligently and in good faith to develop mutually agreeable changes that shall then be implemented by the Developer.
 - 5.3.5.** The Developer shall be responsible for obtaining any required approvals from federal, state, or local governmental authorities, with

the exception of the Department and FHWA, and except as otherwise specified in this agreement.

5.3.6. To the extent that a change order requires the adoption of alternative design criteria, an exception to the Department's design criteria, or a change in the approved design, the design must be approved as set forth in Sections 4.3, 4.4, or 4.5, as applicable.

5.4. The Developer will comply with applicable Federal requirements throughout the procurement and construction process in order to maintain the Department's eligibility for Federal reimbursement for Project costs. The Developer's compliance with requirements necessary to maintain eligibility for federal reimbursement is a condition precedent to performance by the Department.

5.5. Within six (6) months after issuance of the "Letter of Acceptance" for a highway improvement, the Developer will provide to the Department all documents and submittals identified in the Department's Construction Contract Administration Manual. This documentation includes:

- 1) Record Drawings and Final Construction Records,
- 2) Engineer Certification of Project Completion, and
- 3) Right of Way Parcel Information (Exhibits, Descriptions, Right of Way Maps, Field Notes, etc.)

6. General

6.1. The Developer and the Department will agree on a transition plan at the time of or before completion of a highway improvement.

6.2. The Developer will schedule regular meetings with the Department to maintain the communication necessary to successfully implement the Project.

6.3. The Developer will prepare program organizational and management documents, including Program Management Plan and Quality Control/Quality Assurance Plan for all work products. The Developer will provide these documents to the Department for all contracted firms participating in the Project.

6.4. The Developer will maintain all documentation relative to implementation and completion of the Project, including, without limitation, documentation relating to environmental issues, acquisition of right of way, preliminary and final design, and bidding, award, and construction of the Project.

ATTACHMENT D
Exhibit 1: Roles and Responsibilities for Each Entity

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

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

* Only applies if Department requires

ATTACHMENT D
Exhibit 2: General Review Schedule

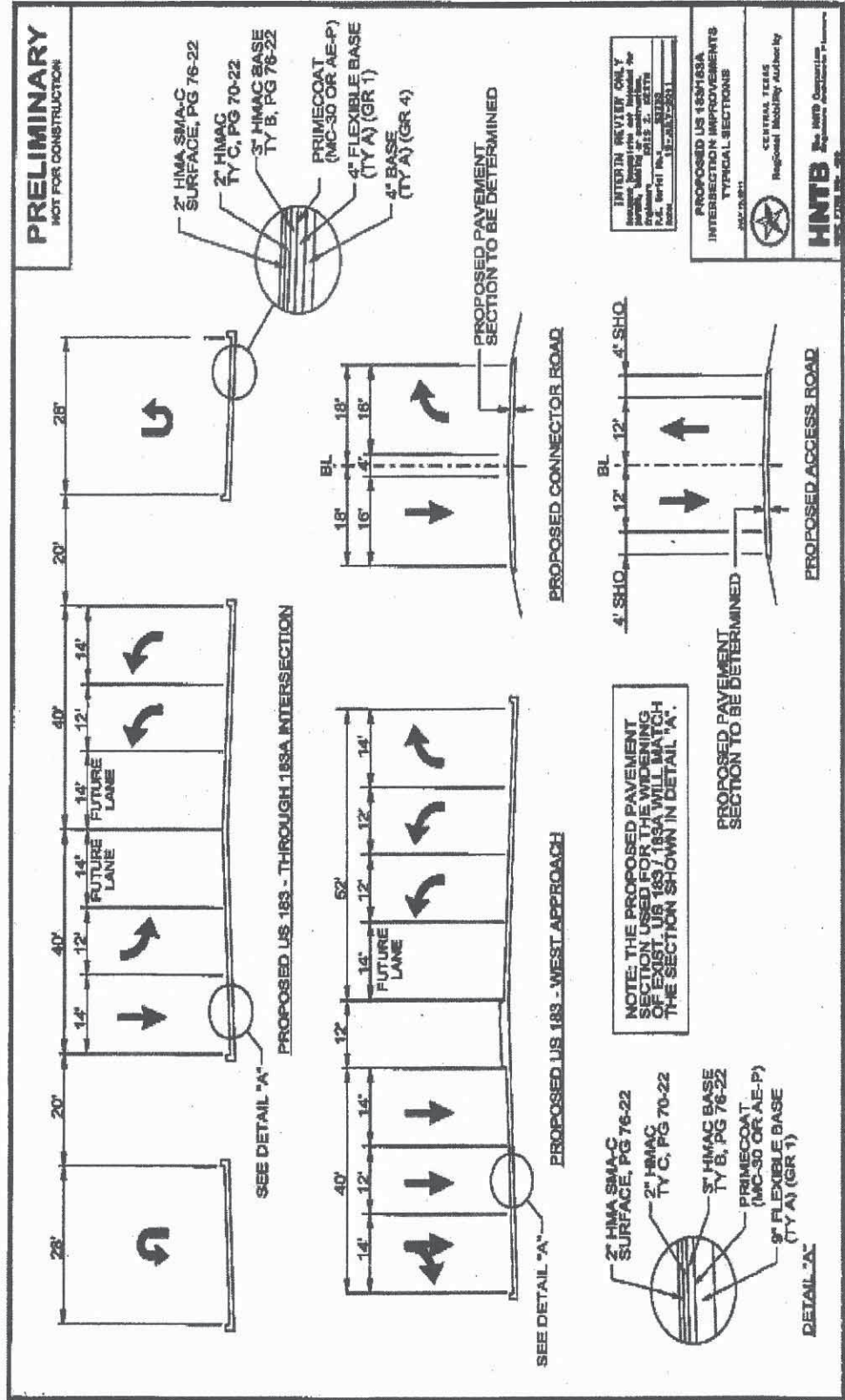
Specific timelines are incorporated into the timeline for each highway improvement.

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

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

ATTACHMENT E

Typical Section Layout



Contract No. PT2011-001-01
 CSJ No. 0151-04-066
 Federal Highway Administration
 CFDA#20.205
 Not Research and Development

ATTACHMENT F

Project Schedule

Project	2011												2012											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
US 183/183A Improvements																								
Environmental Clearance																								
Final Design																								
ROW Acquisition																								
Letting																								
Construction																								
Open to Traffic																								

ATTACHMENT G

Resolution or Ordinance

ATTACHMENT H

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

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

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

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

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

**ATTACHMENT H
EXHIBIT A**

CERTIFICATION OF COMPLIANCE

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

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

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

Date: _____, 20__

Central Texas Regional Mobility Authority

By: _____

Mike Heiligenstein
Executive Director

ACCEPTED:

TEXAS DEPARTMENT
OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

By: _____

John Barton., P.E.
Assistant Executive Director

By: _____

Printed Name: _____

Title: _____

DO NOT
EXECUTE
'CERTIFICATION
OF COMPLIANCE'
UNTIL PTT
FULLY
EXECUTED.

**ATTACHMENT H
EXHIBIT B**

TITLE III PARCEL REVIEW CHECKLIST FOR LPAs

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

General

Was the informational notice given to owner? Yes No

Date of the notice:

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

Date provided:

Appraisal

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

Approval date of the appraisal:

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

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

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

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

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

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

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

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

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

Negotiation

Did the review appraiser negotiate for acquisition? Yes No

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

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

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

Date of the first written offer:

The written offer included the following:

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

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

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

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

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

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

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

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

Relocation Assistance

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

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

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

Amount of the supplement:

Date approved:

Amount of actual replacement housing payment:

Date of payment:

If a non-residential displacement, list all payments made.

Moving Payment - Business, Farm, or Non-Profit

Amount(s): Date(s):

Moving Payment - Personal Property

Amount(s): Date(s):

Reestablishment Payment

Amount(s): Date(s):

Were applicable Relocation Assistance Advisory Services offered to the displaced resident, business, or farm operation, or non-profit organization? Yes No

Was a 90-Day Notice given to the displaced person? Yes No

Date of notice:

Was a 30-Day Notice to Vacate given to the displaced person? Yes No

Date of notice:

Were all relocation benefits calculated and paid in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and amendments thereto.?" Yes No

Based on review, is the acquiring agency complying with all *Title III* guidelines? Yes No

Parcel Legal Description / Plat

Do the survey and mapping technical requirements comply with the technical requirements as set forth in applicable Department manuals? Yes No

Does a broad review of the parcel legal description / plat and comparison to the right of way map indicate the presence of all component parts? Yes No

Signature of TxDOT Review Agent

Date

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

RESOLUTION NO. 11-140

**APPROVING A WORK AUTHORIZATION WITH HNTB CORPORATION
RELATING TO DEVELOPMENT OF THE US183 / 183A INTERSECTION
IMPROVEMENT PROJECT.**

WHEREAS, HNTB Corporation (“HNTB”) serves as a general engineering consultant to CTRMA under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, by Resolution No. 11-014, dated February 23, 2011, the Board of Directors authorized the Executive Director to submit a proposal to the Texas Department of Transportation (“TxDOT”) pursuant to the Texas Transportation Commission’s Minute Order 112526 and the Pass-Through Toll Finance Program Call – 2011 for improvements to the intersection of the 183A Turnpike and US 183; and

WHEREAS, the Executive Director and HNTB have discussed and agreed to a proposed work authorization attached and incorporated into this resolution as Attachment A to begin development of the US183/183A Intersection Improvement Project activities provided by HNTB as a general engineering consultant; and

WHEREAS, the Executive Director recommends approval of the proposed work authorization.

NOW THEREFORE, BE IT RESOLVED that the proposed work authorization is approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute the proposed work authorization in the form or substantially the same form as shown on Attachment A on behalf of CTRMA.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-140
Date Passed: 12/7/11

ATTACHMENT "A" TO RESOLUTION 11-140

PROPOSED WORK AUTHORIZATION WITH HNTB CORPORATION

[on the following 24 pages]

APPENDIX D

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 10.0

This Work Authorization is made as of this 7th day of December, 2011, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of December 23rd, 2009 (the "Agreement"), between the Central Texas Regional Mobility Authority ("AUTHORITY") and **HNTB Corporation** ("GEC"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

US 183 / 183A Intersection Improvement Project

Upon execution of this work authorization, the GEC will execute a separate subconsultant agreement with Baker-Aicklen & Associates, Inc. ("ENGINEER") to provide field surveying and professional engineering services for the development of preliminary and final construction documents for the project.

Section A. - Scope of Services

GEC:

A.1. **GEC** shall perform the following Services:

Please reference Attachment A – Scope of Work

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

Please reference Attachment A – Scope of Work

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

Please reference Attachment A – Scope of Work

ENGINEER:

A.1.1. **ENGINEER** shall perform the following Services:

Please reference Attachment A1 – Services to be Provided by Baker-Aicklen & Associates, Inc.

A.2.1. The following Services are not included in this Work Authorization, but shall be provided by **ENGINEER** as Additional Services if authorized or confirmed in writing by the AUTHORITY.

Please reference Attachment A1 – Services to be Provided by Baker-Aicklen & Associates, Inc.

A.3.1. In conjunction with the performance of the foregoing Services, **ENGINEER** shall provide the following submittals/deliverables (Documents) to the AUTHORITY:

Please reference Attachment A1 – Services to be Provided by Baker-Aicklen & Associates, Inc.

Section B. - Schedule

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

It is anticipated that services defined herein are expected to be substantially complete within eighteen (18) months from the date this Work Authorization 10.0 becomes effective. This Work Authorization 10.0 will not expire until all tasks associated with the Scope of Services are complete.

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$ 653,371, based on a Cost Plus fee listed in *Attachment B – Fee Estimate for HNTB Corp. (GEC)*. Compensation shall be in accordance with the Agreement.

The GEC shall, in return for the performance of the foregoing obligations, pay to ENGINEER the amount not to exceed \$ 307,450, based on a Cost Plus fee listed in *Attachment B1 – Fee Estimate for Baker-Aicklen & Associates, Inc. (ENGINEER)*. Compensation shall be in accordance with a separate Agreement between the GEC and ENGINEER.

The Authority and the GEC agree that the budget amounts contained in *Attachment B-Fee Estimate for HNTB* and *Attachment B1 – Fee Estimate for Baker-Aicklen & Associates, Inc.* are estimates and that these individual figures may be redistributed and/or adjusted as necessary over the duration of this Work Authorization. The GEC and ENGINEER may alter the compensation distribution between tasks or work assignments to be consistent with the Services actually rendered within the total Work Authorization amount. Upon written approval by the Authority, GEC may alter the compensation distribution between Work Authorizations. The GEC shall not exceed the maximum amount payable without prior written permission by the Authority.

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

Section D. - Authority's Responsibilities

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

N/A

Section E. - Other Provisions

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

N/A

Authority:

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____

Name: Mike Heiligenstein

Title: Executive Director

Date: _____

GEC:

HNTB Corporation

By: _____

Name: _____

Title: _____

Date: _____

CENTRAL TEXAS RMA
ATTACHMENT A – SCOPE OF WORK
WORK AUTHORIZATION NO. 10

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

General

The services to be performed by the GEC will include, but not be limited to, providing administrative oversight, providing engineering design services required to develop traffic signal and illumination plans, assisting with the development of the project specifications and contract documents, and performing the construction engineering & inspection and construction management services necessary to oversee the construction of the US183/183A Intersection Improvement Project. This will entail those professional services and associated deliverables required to complete the inspection and oversight activities associated with the management and administration of the contractor's (hereinafter referred to as the Contractor) activities.

Project Description

The Central Texas Regional Mobility Authority is proposing a pass-through finance project to improve safety and driver expectation issues at the US 183 and 183A intersection in Leander, Texas. The improvements will include the widening of the northbound and southbound lanes of US 183 and 183A to accommodate auxiliary lanes and turning lanes. Improvements will also include turnaround lanes, reconfiguration of US 183 west of US 183 / 183A, reconstruction of the intersection of US 183 and CR 276, and realignment and extension of the existing Access Road on the west side of the intersection. The existing signalization equipment at the US 183 / 183A intersection will also be removed and replaced with new signalization equipment that will fit the new intersection configuration and turning movement requirements.

The project will be constructed under traffic. Capacity for the anticipated daily traffic volumes on US 183, 183A, and CR 276 will be provided for throughout the different phases of construction whenever possible.

1.0 PROJECT MANAGEMENT/ADMINISTRATION

1.1. Project Management and Coordination

The GEC shall manage the administrative activities associated with the project. Assisting the ENGINEER with the establishment of project schedules and channels of communication will be included in this task. The GEC shall secure resources necessary to produce the project deliverables and meet the project schedule. Communications associated with the administration of this project will be directly channeled through the GEC for distribution to the project team as appropriate. The GEC shall designate one Texas Registered Professional Engineer Shawn B. Stover, P.E., as Project Manager to be responsible throughout the project for project management and communications, including billing, with the Authority.

At the Authorities request, the GEC will attend project status/milestone review meetings with the Authority, TxDOT, City of Leander, and others (assumes 10 meetings). These meetings will be facilitated by the ENGINEER to report on progress and to evaluate the project status, verify that the project is proceeding in compliance with the scope of services, determine necessary adjustments to the project work plan and schedule, plan upcoming events and discuss and resolve project technical issues. The ENGINEER will prepare minutes of each meeting and circulate to meeting attendees.

The engineering work on this project may be inspected by the Authority at any time.

1.2. General Administration

Perform general administration duties required to maintain the project. These duties include:

- 1.2.1. Coordination with ENGINEER: The GEC will prepare and execute contracts with ENGINEER and review and recommend approval of ENGINEER's progress reports and invoices. ENGINEER's progress reports and invoices will be incorporated into the monthly progress report and invoices submitted to the Authority.
- 1.2.2. Preparation of monthly progress reports and invoices: Invoices for work completed during the period will be submitted monthly for the GEC and will include all ENGINEER invoices (assumes 15 invoices). The invoice content and format will be in accordance with the specified criteria. Monthly progress reports will be prepared and submitted with monthly invoices for the work tasks completed by the GEC and the ENGINEER, together with evidence of services accomplished during the time period since the previous report (assumes 15 progress reports). Monthly progress reports will include:
 - Activities completed, initiated, or ongoing, during the reporting period for the GEC and ENGINEER.
 - Project action item
 - Overall status of project.
 - Pending issues that need short-term attention.

- 1.2.3. Record Keeping and File Management: Maintain and retain pertinent Project documentation. At the completion of the Project, submit documentation to the Authority for their archives, which may include document integration with the Authority's EDMS. Maintain a tracking database for correspondence, transmittals, requests for information, meeting minutes, action items, submittals, Inspector daily reports, project diary, project schedule, change orders, pay estimates, lien waivers, shop drawings, working drawings, erection drawings, catalog cut sheets, mix designs, non-conformance reports, payment certifications, Insurance and Bonds, material test data, schedules, audits, related technical data, and issues associated with the Project.
- 1.2.4. Correspondence: Prepare written materials, letters, survey forms, etc. used to solicit information or collect data for the Project and submit them to the Authority for review and approval prior to use or distribution. Copies of relevant incoming and outgoing correspondence will be provided to the Authority on a continuing basis.
- 1.2.5. Work Authorization Schedule: Monitor the ENGINEER's detailed work authorization schedule and alert ENGINEER of when critical dates, milestones, or deliverable dates are in jeopardy of being missed.

1.3. Project Development Support

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

- 1.3.1. Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to: general engineering assistance, general technology assistance, general environmental coordination, reports, research, presentations and meetings.
- 1.3.2. TxDOT, Williamson County, City of Leander, and Authority Coordination: Provide appropriate staff as part of coordination efforts between the Authority, TxDOT, Williamson County and the City of Leander. GEC will provide coordination efforts on the Authority's behalf at the direction of the Authority.
- 1.3.3. Assist with and/or develop Interlocal Agreements (ILAs) as necessary for development of the project, as directed by the Authority.
- 1.3.4. Project Development Agreement (PDA): Assist in the development of the PDA, which includes PDA exhibits, review of PDA drafts, and TxDOT coordination support, as directed by the Authority.
- 1.3.5. CAMPO Coordination: Provide appropriate assistance to update the CAMPO TIP/STIP, as directed by the Authority.
- 1.3.6. Provide DBE Outreach and Public Involvement support as requested by the Authority.

1.4. Financial Planning Support

- 1.4.1. Prepare comprehensive project budget in coordination with the Authority, as directed by the Authority.

2.0 DESIGN SERVICES

This scope of services includes professional services and deliverables in support of the Authority's development of the US 183/183A Intersection Improvement Project.

2.1. Design Services

This task involves assisting the Authority with professional consulting services that include preliminary and final engineering design services.

- 2.1.1. Design Standards: This project shall be designed in accordance with the following:

- *TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.*
- *AASHTO Guidelines for the Design of Bicycle and Pedestrian Facilities.*
- *Texas Department of Licensing and Regulation (TDLR) and American's With Disabilities Act (ADA) requirements.*

- 2.1.2. Owner Reviews: Prior to ENGINEER's design milestone submittals, provide a cursory review of the ENGINEER's design work to identify major design related issues that may not meet current civil or structural design practices. Reviews will be completed at the 30%, 90%, and final plan stages.

- 2.1.3. Design and Survey:

- ENGINEER Design - (**see Attachment A1 ENGINEER scope**)
- ENGINEER Survey - (**see Attachment A1 ENGINEER scope**)
- Develop design plan sheets for the traffic signals and illumination to be included in this project. GEC will provide required plan sheets to ENGINEER for inclusion into the construction documentation.
 - Develop existing conditions, proposed signal and lighting layouts, wiring diagrams, and details (1" = 100').
 - Identify and provide applicable standards. Modify standards as needed.
 - Calculate and tabulate final quantities for traffic signal and illumination items for the project at the 90% submittal.
 - Provide necessary technical specifications and special provisions related to the signal and illumination design.

3.0 ENVIRONMENTAL SERVICES

3.1. Agency Coordination

Support the Authority and ENGINEER in coordination activities with TxDOT Austin District, TxDOT's Environmental Affairs Division, TCEQ, and the FHWA, as directed by the Authority.

3.2. Permitting Coordination

GEC will not be responsible for the preparation, submittal, and/or monitoring of any required permit applications; including TCEQ, City of Leander, Corps of Engineers, and Williamson County. This activity will be included in the ENGINEER's scope of services.

4.0 PROCUREMENT

4.1. Contract Document Preparation

Provide support as needed for the preparation of the contract documents for bidding; including bid form, bonding requirements, Local Government Project Procedure requirements, contract specifications; and requirements for construction Quality Control Testing.

4.2. Letting

Advertise, prepare for and conduct prebid meeting (if necessary), prepare for and conduct bid opening, review bids and prepare recommendation of award, coordinate approval of selected Contractor with the Authority and TxDOT, and prepare Notice of Award and Notice to Proceed.

5.0 LOCAL GOVERNMENT PROJECT PROCEDURES (LGPP)

5.1. Local Government Project Procedures (LGPP)

5.1.1. Bid Document Preparation/Award/Execution

- Ensure all requirements, specifications and forms are included in the bid documents.
- Ensure the bid documents are in conformance with TDLR regulations.
- Ensure that all letting and award requirements are met.

5.1.2. Contract Oversight

- Ensure that payments are made in compliance with regulations, which includes certified payrolls, labor interviews and reimbursement requests.
- Ensure that the Project adheres to the approved Quality Assurance Plan.
- Ensure that all reports are being conducted per requirements (ie: Daily Inspection SW3P and traffic control).

- Ensure that all subconsultants, change orders and time extensions are approved by TxDOT.
- Prepare for and participate in audits as deemed necessary by FHWA and TxDOT (assumes 1 audit).
- Ensure that the Contractor builds the Project in accordance to the approved contract documents and plans.
- Comply with the DBE Program requirements: (SMS 4903), CUF checklist, Prompt Payment Certifications.
- Maintain site plan showing location of erosion control devices with date of installation, replacement and removal quantities.

6.0 CONSTRUCTION ENGINEERING & INSPECTION

6.1. Construction Inspection and Review Services

- General contract administration and oversight of construction. It is assumed that the duration of construction is 6 months.
- Quantity verification for payment purposes.
- Recommendation for approval of payment to Contractor.
- Inspection for reasonable construction quality in conformance to plans and specifications.
- Conduct SW3P inspections every 14 days or within 24 hrs after 0.5 inches or more of rainfall.
- Maintain site plan showing location of erosion control devices with date of installation, replacement and removal quantities.
- Conduct day and night traffic control inspections (1 day and 1 night per month).
- Review testing and materials reports for conformance to specifications.
- Verification of horizontal and vertical grades using random 3rd party surveys, as necessary, to verify reasonable conformance to plan line and grade.
- Document construction using daily inspection reports and photos.

6.2. Final Punch List / Final Inspection, and Project Close-out

- Coordinate with the Contractor in the generation of preliminary and final punch lists.
- Monitor the resolution of outstanding construction items.
- Perform a final walk-through with the Contractor to make sure that the Project meets the Authority's satisfaction and reasonably conforms to the contract plans and specifications.
- Verify and certify final inspection reports of the completed construction; issue recommendations and certification of construction completion.

DELIVERABLES

Deliverables will consist of the following:

- Construction Inspection diary (objective and consisting of documented facts and statements only).

- Records generated and related to the construction and construction project management.

7.0 PROJECT OVERSIGHT - CONSTRUCTION

7.1. Change Order Processing & Management

- Prepare change orders as required by the Authority (assumes 4 change orders).
- Review change orders and associated cost estimates prepared by the Contractor, evaluate Contractor claims for extension of time, and provide comments to the Authority.
- Maintain, log, and retain documentation associated with change orders.

7.2. Processing and Management of Request for Information (RFIs) and Shop Drawing Submittals

- Maintain, log and retain documentation associated with RFIs and shop drawings.
- The reviews of and responses to Contractor submitted RFIs on the Project will be provided by ENGINEER – (see **Attachment A1 ENGINEER scope**).
- The review of Contractor submittals and shop drawings for general conformance with contract plans and specifications will be provided by ENGINEER – (see **Attachment A1 ENGINEER scope**).

7.3. Records Management

- Maintain and retain pertinent document on the Project.
- At the completion of the Project, return documentation to the Authority for their storage.
- Coordinate document integration with the Authority's EDMS.

7.4. Record Drawings

- Compile and provide the Authority with Record Plans incorporating construction revisions into the original "as bid" construction plans. The GEC is not responsible for any errors or omissions in the information provided by the Contractor that are incorporated into the record drawings.

DELIVERABLES

Deliverables will consist of the following:

- Change Order files and log
- RFI and shop drawing files and log
- Final Record Drawings

8.0 ITEM NOT INCLUDED IN GEC'S SCOPE OF SERVICE

The following items are not included in the GEC's Scope of Services, but shall be provided by the GEC as Additional Services if authorized and confirmed in writing by the AUTHORITY:

- The services outlined in *Attachment A1 – Services to be Provided by Baker-Aicklen & Associates, Inc.* (“ENGINEER”).
- Detailed owner reviews for the ENGINEER's design work to ensure that appropriate civil and structural design criteria are met.
- Preparation, submittal, and/or monitoring of any agency or environmental permit applications that may be requirements of the project
- Review and respond to Contractor submitted Requests for Information (RFI) during construction.
- Review and respond to Contractor submittals and shop drawings for general conformance with contract plans and specifications.
- Provide Construction Quality Control (QC) Testing, Quality Assurance (QA) Testing, and Independent Assurance of the Quality Assurance Program services.

ATTACHMENT A1

SERVICES TO BE PROVIDED BY BAKER-AICKLEN & ASSOCIATES, INC. (ENGINEER)

The work to be performed under this contract will consist of providing professional engineering and surveying services for the approval of geometric schematics (developed by others) and preliminary and final plans, specifications and estimates (PS&E) for intersection improvements at US183/183A in Williamson County. All preliminary and final PS&E documents will be submitted on 11"x17" sheets. The project will be developed in English units. The work to be performed by the ENGINEER under this work authorization, in general, will consist of:

1. Project Management

This task will include the following activities:

- Coordination with CTRMA (Authority), TxDOT, City of Leander, GEC (HNTB), or other entities as needed.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, and preparation of invoices and Monthly Progress Reports. Submit invoices and monthly progress reports directly to GEC.
- Prepare a detailed work authorization schedule linking work authorization tasks, subtasks, critical dates, milestones, deliverables, and the Authority/Texas Department of Transportation (TxDOT)/ Federal Highway Administration (FHWA) scheduled review requirements. The Project schedule will be in a format that depicts the order and interdependence of the various tasks, subtasks, milestones and deliverables for each of the tasks identified therein. Progress will be reviewed periodically, and should these reviews indicate a substantial change in progress, a schedule recovery strategy will be developed and implemented and the schedule will be revised accordingly.
- Ensure timely delivery of PS&E and all deliverables including electronic files, and hard copies of all pertinent information, all in American Standard System of Measure format.
- Perform Quality Control/Quality Assurance reviews. Develop a project Design Quality Control Plan (DQCP) to establish and maintain an effective quality control program for accomplishing the engineering and design for this project in a manner that meets current professional engineering quality standards and Authority design criteria, standards and details.
- General Project Meetings. The ENGINEER will schedule and attend monthly project status meetings with the Authority, TxDOT, City of Leander, and others. These meetings will report on progress and evaluate the project status, verify that the project is proceeding in compliance with the scope of services, determine necessary adjustments to the project work plan and schedule, plan upcoming events and discuss and resolve project technical issues. The Engineer will prepare minutes of each meeting and circulate to meeting attendees.
- TxDOT, Williamson County, City of Leander, and Authority Coordination. ENGINEER will provide appropriate staff as part of coordination efforts between Authority, TxDOT, Williamson County and the City of Leander, GEC, and others.
- Submittals and Design Review Meetings - 30%, 90%, and 100% submittals will be required. The ENGINEER will attend 30%, 90% and 100% submittal review meetings. Three (3) copies will be required for each submittal. Comments and revisions requested at the review meetings will be incorporated into the plans for the subsequent submittal.

- a. 30% Submittal & Review - Submittal will include preliminary cross sections, P&P sheets, existing and proposed typical sections, preliminary title and index sheets, preliminary drainage area map and drainage calculations, sequence of work outline, preliminary utility exhibits, summary sheet outline, identify potential utility conflicts, update estimates, and update project schedule.
 - b. 90% Submittal & Review – Submittal will include addressing 30% review comments, final typical sections, final drainage calculations, final utility conflict identification and resolution, final P&P sheets, final signing and striping layouts, final miscellaneous roadway details, final traffic control plans, final SW3P, final quantities, updated estimates and project schedule, construction working days schedule, general notes and specifications.
 - c. 100% Submittal & Review – Address final review comments.
- **Deliverables** will consist of the following:
 - a. One (1) 11"x17" signed and sealed original of each plan sheet and two (2) electronic copies of the Plans, Specifications and Estimates (PS&E) and all related contract documents.
 - b. A Contract Time Determination schedule.
 - c. Three (3) copies of the PS&E at 30% Submittal & Review for the Authority Plan Review.
 - d. Two (2) copies of the PS&E at 30% Submittal & Review for City of Leander Plan Review.
 - e. Eight (8) copies of the PS&E at 30% Submittal & Review for TxDOT District Plan Review and Area Office Review.
 - f. Three (3) copies of the PS&E at 90% Submittal & Review for the Authority Plan Review.
 - g. Two (2) copies of the PS&E at 90% Submittal & Review for City of Leander Plan Review.
 - h. Eight (8) copies of the PS&E at 90% Submittal & Review for TxDOT District Plan Review and Area Office Review.
 - i. Three (3) copies of the PS&E at 100% Submittal & Review for the Authority Plan Review.
 - j. Two (2) copies of the PS&E at 100% Submittal & Review for City of Leander Plan Review.
 - k. Eight (8) copies of the PS&E at 100% Submittal & Review for TxDOT District Plan Review and Area Office Review.
 - l. Ten (10) copies of the PS&E at 100% Submittal & Review for TxDOT Division Review and Processing.
- 2. Geometric Schematic Approval**
This task will include the following activities:
- A. **Geometric Schematic Design Review**
 - Evaluate and confirm design criteria.
 - Review Geometric Schematic: Including plan and profile for US 183, US 183A, CR 276, and local access road. Refine typical sections, design criteria files,

superelevation tables and shapes, if required. Revise profiles, if required, to reduce slopes, ROW requirements, grades, etc.

- Verify driveway alignments and profiles.
- Conduct Constructability Review consisting of a conceptual construction phasing plan. Review potential impacts on existing traffic, requirements for continuous access to all driveways, and access and operation of construction equipment

B. Preliminary Drainage Design Review

- If available, review and confirm drainage design criteria, hydrologic study(ies), and hydraulic analysis/design prepared by others.
- Perform preliminary drainage analysis with vicinity drainage area maps and project discharges calculated, if required
- Analyze roadway profile and determine cross-roadway culvert locations. Determine appropriate drainage easement requirements based on culvert locations and projected discharge rates.

C. Surveying Tasks

- Control: Locate previously set horizontal control points (traverse points) and bench marks, within the limits of the project, and verify their validity. Establish additional bench marks at intervals not to exceed 1000 feet for the limits of the project and tie to project baseline. Bench marks shall be #6, 3/4 inch diameter iron rods 4 feet in length, or of a shorter length if driven to resistance, and located near the proposed right-of-way line at a measured distance and a given station. Bench marks will be looped in accordance with good surveying practice prior to performing surveying within this scope. All traverse and control leveling work related to the project will be performed in substantial accordance with the current Manual of Practice for Land Surveying in the State of Texas published by the Texas Society of Professional Surveyors.
- Cross Sections: Within the area designated as "Photogrammetric Flight Area", cross sections of existing pavement will be collected at sufficient intervals to verify and reconcile horizontal and vertical datum to existing US 183A project datum. In the areas outside of the area designated as "Photogrammetric Flight Area", cross sections will be collected at 100' intervals, with the easterly limits of cross sections to be the westerly limits "Photogrammetric Flight Area", and westerly limits to be at a width sufficient to cover design limits.
- Survey Information: Utilize photogrammetric survey information that was previously obtained for the 183A roadway extension project. Obtain additional topographic survey information as needed to supplement the photogrammetric survey at proposed roadway tie-in locations and to locate any drainage structures, trees, utility covers and manholes, traffic and light poles, traffic, junction and pull boxes and other topographic features within the previously defined limits. Obtain topographic survey information the area in the northwest quadrant of the US 183 / CR 276 intersection for the proposed re-alignment of the local access road.
- Conduct right-of-way parcel acquisition surveys for what is expected to be four (4) parcels of land that are anticipated to be needed for the proposed new roadway. The parent tract for each of the affected parcels will be surveyed to the extent

necessary to delineate the required section of right-of-way. A separate certified metes and bounds description, with an accompanying sketch, will be generated for each parcel and submitted to the City of Leander for the property acquisition process. An overall right-of-way map will also be provided to the City of Leander. All of these documents will be prepared in a format normally used for recordation and legal transfer of title to properties in Williamson County, Texas. The corners of each right-of-way parcel will be staked in the field.

D. Miscellaneous Design

- Confirm ROW requirements developed by others
- Establish easement requirements.
- Develop ROW and easement metes and bounds descriptions and exhibits.
- Update engineer's estimate of probable construction cost.
- Develop design exceptions, variances, and waiver report, if required.

E. Geometric Schematic Deliverables

- Design exceptions, variances, and waivers, if required; design calculations;; and engineer's opinion of probable construction cost.
- ROW and easement maps for City of Leander property acquisition.
- ROW and easement metes and bounds descriptions and exhibits for City of Leander property acquisition.

3. PS&E Development

This task will include the following activities:

A. Roadway Design Controls

- Develop typical section sheets (NTS).
- Develop Project Layout sheet (1" = 500'),
- Develop Horizontal Alignment Data sheet.
- Develop roadway plan and profile sheets (1" = 100'). Coordinates, superelevation data, major earthwork quantities, stations, and elevations of key alignment features and benchmarks will be noted.
- Develop flexible pavement design that is to be used to construct the widened sections of US 183 and 183A will match the existing pavement section used to construct those roadways. Provide flexible pavement designs for the portion of US 183 west of the intersection, CR 276, and the Access Road using TxDOT approved format.
- Develop driveway details, grading details, intersection details, and miscellaneous roadway detail sheets.
- Finalize design cross sections and develop cross section sheets. Cross section sheets will be developed at a scale of 1" = 10'. Determine the quantities of cut and fill for each cross section.
- Determine the location and size of any necessary construction easements.
- Assemble applicable State, County and City roadway standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Prepare Summary of Roadway Quantities at the 90% submittal.

B. Drainage Design

- Finalize drainage analysis and design.
- Develop drainage area map (1" = 100'). Delineate drainage area boundaries based on USGS topographic maps, contour maps, and field survey reconnaissance.
- Calculate peak discharges - Determine conveyance paths, channel slopes, time of concentration, and select runoff coefficients/RCN curve numbers, to determine design-year flows.
- Develop hydraulic models of conveyance elements. A model will be developed for proposed drainage structures on US 183, US 183A, CR 276, and local access road. The ENGINEER will verify cross sections at or near the proposed culverts. The sections will be verified by field survey and aerial topographic details outside the field survey limits.
- Analyze the proposed roadway profile and determine the size of all cross culverts. The number and size of openings for the culverts will be based on the hydraulic analyses.
- The roadway profile will be designed to not be overtopped by the peak flow resulting from a storm event with a 100-year design frequency through the culvert openings. The design storm event will be based on the hydrologic study prepared by the ENGINEER. The proposed improvements will be modeled to create the Post Project Condition Model. The ENGINEER will review the Post Project Condition Model to ensure compliance with Federal, State, and Local regulations.
- Generate hydraulic computation sheets for all culverts.
- Determine the size and location of any necessary drainage easements.
- Prepare Drainage Report – Prepare a drainage report summarizing the findings and recommendations developed in the preliminary drainage study. The report will document all relevant calculations, exhibits and supporting documents including the final drainage design with the proposed locations and sizing of the culverts. The ENGINEER will size each culvert to pass the appropriate design-year storm without exceeding allowable headwater elevations. The TxDOT Hydraulic Manual will be used to establish design controls. Applicable FEMA criteria will also be satisfied. Hydraulic data will be summarized on the culvert layout. Any additional culvert sizing will require a supplemental agreement.
- Develop Culvert Layout sheets for drainage structures in accordance with the TxDOT Hydraulic Manual.
- Determine channel and easement grading.
- Prepare drainage plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble applicable State, County and City drainage standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate quantities for drainage items for the project at the 90% submittal.

C. Storm Water Pollution Prevention Plans (SW3P)

- Prepare SW3P Index Sheet and develop SW3P layouts at a scale of 1 in = 100 feet showing all necessary erosion control devices such as: sediment control fences,

rock filter dams, soil retention blankets, riprap slope protection and other devices as required.

- The ENGINEER will develop a SW3P plan consistent with the project construction phases that will minimize sediment discharge from the project site through runoff. The plan will identify the SW3P components that will mitigate the impacts of construction activities. The SW3P will be in compliance with TxDOT manual *Storm Water Management Guidelines for Construction Activities* or as directed by the COUNTY.
- Assemble applicable State, County and City SW3P standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for SW3P items for the project at the 90% submittal.

D. **Signing and Pavement Markings**

- Signing and Pavement Marking Layout - Prepare a signing and marking layout at a scale of 1" = 100'. The signing and marking layout will identify the various types of pavement markings, proposed signing, delineation and location of project features which would present a hazard to traffic.
- Prepare a small sign summary sheet.
- Assemble applicable State, County and City signing and pavement marking standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for signing and pavement marking items for the project at the 90% submittal.

E. **Traffic Control Plan (TCP)**

- Develop TCP narrative, typical sections, and layouts (1" = 100'). The plan will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, and other TCP related items. A narrative will be prepared incorporated into the plans.
- Assemble applicable State, County and City traffic control and work zone standards. Identify and acquire all applicable standards. Modify standards as needed. Incorporate in plans.
- Calculate and tabulate final quantities for traffic control items for the project at the 90% submittal.

F. **Traffic Signals**

- The GEC will provide required design tasks, plan sheets, technical specifications, and quantities to ENGINEER for inclusion into the construction documentation.

G. **Illumination**

- The GEC will provide required design tasks, plan sheets, technical specifications, and quantities to ENGINEER for inclusion into the construction documentation.

H. **Miscellaneous Roadway Sheets**

- Project Title Sheet

- Supplemental Index Sheet
- Project Estimate - Prepare an engineer's estimate of probable construction cost. The estimate will be prepared for the project at the 30%, 90% and 100% submittals
- General Notes and Specifications - The ENGINEER will prepare the general notes, specification data, and Basis of Estimate.
- Construction Schedule - Prepare a construction working days schedule which will identify major items of work for the construction project.

I. **PS&E Deliverables**

- PS&E for review at 30% submission
 - Preliminary roadway plan/profile sheets developed
 - Preliminary cross sections
 - Existing and proposed typical sections
 - Preliminary title and index Sheets
 - Preliminary drainage area map and drainage calculations
 - Sequence of work outline
 - Preliminary Engineer's Opinion of Probable Construction Cost
 - Preliminary list of bid items
 - Quantity summary sheets will not be included
- PS&E for review at 90% submission
 - Full set of plan sheets with quantities and standards
 - Final cross sections and earthwork calculations
 - Project Construction Manual (Bid Documents, Contract Documents, and Specifications) for bidding purposes.
 - Final Engineer's Opinion of Probable Construction Cost
- PS&E for review at 100% submission – All items of 90% submittal with corrections from 90% review
- Project Data
 - Design criteria and assumptions
 - Design calculations including horizontal and vertical alignments, superelevation transitions, hydraulic calculations
 - QA/QC forms
 - Copies of all permits and approvals
 - CDs containing electronic copies of all design files
 - CDs containing PDFs of all sheet files within the plans

4. **Surface and Subsurface Utility Location (Cobb-Fendley)**

- **Level "D" Survey:** Collect existing utility record information (as-built) from utility purveyors, TxDOT, municipalities, counties and other agency suppliers within the area of investigation.
- **Level "C" Survey:** Field locate and obtain accurate horizontal position of visible utility surface features for all of the utility systems described within Level D service.

- **Level “B” Survey:** Quality Levels D and C are inclusive with Level B services. Designate is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitations, electromagnetic, sonic and acoustical techniques.
- Provide the following designating services to aid in the design of site, right-of-way, construction plans or project development plans, or for other purposes as agreed to by the parties.
 - Provide all equipment, personnel, and supplies required for performing designating services. Determine which equipment; personnel and supplies are required to perform designating services.
 - Conduct appropriate investigation of site conditions.
 - Designate the approximate horizontal location of the existing utilities within the project limits.
 - Mark the utilities to be surveyed on the ground.
 - Markings on the ground are to be used for design purposes and not for construction excavation purposes. The use of information provided does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or “one-call” centers before excavation.
 - The accuracy of subsurface data can be influenced by factors beyond our control, such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable engineering and/or surveying standards.
 - Provide all SUE services to the prevailing standard of care applicable in the subsurface utility engineering profession.
- Collect record utility information for above ground utility systems. This information will be verified by visual inspection in the field. The types of overhead utilities will be shown and labeled on the plan sheets.
- Analyze and correlate all of the field-collected information with the collected record information for ensuring continuity of the information collected. Resolve conflicts with Level D, C, and B information. All information will be correlated to the project’s monumentation.
- Plan sheets will be prepared utilizing MicroStation format and meeting established standards. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person.
- Provide all services to the standard of care applicable in the subsurface engineering profession. Obtain all information related to the project and determine the significance of same as it relates to the project. Obtain, review and evaluate existing data and appropriate plans provided by TxDOT, Williamson County, the City of Leander, and various utility districts and utility companies to determine the significance and usefulness as it relates to the project.
- **Disclaimer:** ENGINEER will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical

designating services. Non-metallic piping, inactive electric and/or communication lines may or may not be found by electromagnetic, sonic or acoustical designating practices. ENGINEER does not warrant and/or guarantee that existing utilities will be found.

5. Environmental and Permitting Services

- Agency Coordination: The ENGINEER is responsible for all coordination activities with the Authority, TxDOT Austin District, TxDOT's Environmental Affairs Division, TCEQ, and the FHWA, as required.
- Permitting: The ENGINEER will be responsible for the preparation, submittal, and monitoring of any required environmental and non-environmental permit applications; including, but not limited to TCEQ, City of Leander, Corps of Engineers, and Williamson County.
- Review Water Pollution Abatement Plan (WPAP) prepared by others.
- Meet as required with TCEQ to discuss project scope and the design assumptions used in the approved WPAP for the project area.
- Analyze any differences between the proposed project scopes and the design assumptions in the approved WPAP. Ensure the proposed project design falls within the assumed parameters of the approved WPAP.
- Evaluate whether an exception or modification to the WPAP is necessary to reflect the proposed project improvements
 - Prepare WPAP Exception Request application and process through TCEQ; OR
 - Perform all necessary pollutant generation and removal calculations pertinent to this project, prepare WPAP Modification, and process through TCEQ.

6. Utility Coordination

- Coordinate and assist with the relocation of utilities.
- Develop exhibits that indicate conflicts between identified existing utilities and proposed construction.
- Recommend resolution for each utility conflict.
- Meet with utility company representatives to discuss relocation requirements and take notes as needed.

7. Bidding Phase Services

- Distribute plan sets and answer questions from bidders during the procurement process.
- Develop and issue addenda to interpret, clarify, or expand the bid documents (assumes 1 addenda).
- Maintain a planholder's list and ensure that addenda are issued to all planholders.
- Attend prebid meeting.

8. Miscellaneous Services

- Revise construction plans (roadway and signing/pavement marking sheets at a minimum) to accommodate the addition of a potential development entrance east of US183/183A and update quantities.

- Revise construction plans (or develop plan sheets as appropriate) for potential City of Leander utilities.

9. Construction Phase Services

- Attend preconstruction meeting.
- Review shop drawings submitted by the contractor for compliance with design concepts.
- Respond to up to 20 Requests for Information (RFI).
- Attend on-site meeting to discuss and develop resolution to construction related issue (assumes 1 meeting).

TASK DESCRIPTION	CLASSIFICATION										TOTAL HOURS	
	Group Director / Program Manager	Project Manager	Project Engineer	Engineer I	Engineer II	Engineer III	Sk. (TS) Design Engineer	Office Business Manager	Office Project Specialist	Office Tech Specialist		
1.0 PROJECT MANAGEMENT/ADMINISTRATION												
1.1 Project Management and Coordination	8	48						4	4			62
1.2 General Administration	2											10
1.2.1 Coordinate, Prepare and Administer Permit Applications	4	30							45			79
1.2.2 Prepare Reports and Invoices	5										80	89
1.2.3 Record Keeping and File Management	5										8	8
1.2.4 Other Administration	8										8	8
1.3 Public Development Schedule	4	24									8	27
1.4 Financial Planning System	4										4	4
SUB TOTAL	18	129	0	0	0	0	0	4	49	32	288	
2.0 DESIGN SERVICES												
2.1 Design Services	4	28	18	18	18		77				4	241
SUB TOTAL	4	28	18	18	18	0	77	0	0	0	341	
3.0 ENVIRONMENTAL SERVICES												
3.1 Agency Coordination	8										2	10
3.2 Handling Coordination (CDO, Landis, Corp of Engineers, Williams County)	8										1	9
SUB TOTAL	8	0	0	0	0	0	0	0	0	0	19	
4.0 CONSTRUCTION PROCUREMENT												
4.1 Contract Document Preparation	2	12		24							8	48
4.2 Letting	2	18		18							8	44
SUB TOTAL	4	30	0	42	0	0	0	0	0	0	60	
5.0 LOCAL GOVERNMENT PROJECT PROCEDURES												
5.1 Local Government Project Procedures	2	18									100	124
SUB TOTAL	2	18	0	0	0	0	0	0	0	0	124	
6.0 CONSTRUCTION ENGINEERING & INSPECTION												
6.1 Construction Inspection and Review Services	78										1278	1356
6.2 Road Patch Job / Final Inspection, and Project Closeout	18										216	234
SUB TOTAL	96	0	0	0	0	0	0	0	0	0	1594	
7.0 PROJECT OVERSIGHT - CONSTRUCTION												
7.1 Change Order Processing & Management (includes a Change order)	4		12								12	28
7.2 Procurement and Management of Payment to Informal (PPIs) and Best Change Submittals	4		24								24	52
7.3 Records Management	8										124	136
7.4 Record Drawings	8										124	136
SUB TOTAL	24	0	36	0	0	0	0	0	0	0	276	
TOTAL HOURS	38	378	18	132	178	1,000	277	0	49	32	2,118	
BASE RATE	\$ 46,112	\$ 85,721	\$ 36,463	\$ 20,793	\$ 23,771	\$ 39,183	\$ 57,490	\$ 46,117	\$ 28,589	\$ 24,771	\$ 1,118	
TOTAL LABOR	2,882	32,788	656	4,718	6,084	77,612	4,456	160	1,202	3,340	126,138	
LABOR WAGES	4,665	26,134	1,404	8,216	15,034	129,773	7,762	322	2,256	16,262	219,729	
TOTAL	7,547	58,922	2,210	12,934	21,118	207,385	12,218	508	3,558	19,602	345,867	

EXPENSES & SUBCONSULTANTS	ITEM
	7,600
	307,482
	307,482

SUBTOTALS BY TASK	TOTAL HOURS	TOTAL LABOR	TOTAL BILLED LABOR
1.0 PROJECT MANAGEMENT/ADMINISTRATION	298	13,882	39,271
2.0 DESIGN SERVICES	341	14,454	39,652
3.0 ENVIRONMENTAL SERVICES	19	1,084	2,968
4.0 CONSTRUCTION PROCUREMENT	30	4,224	11,288
5.0 LOCAL GOVERNMENT PROJECT PROCEDURES	190	3,818	12,728
6.0 CONSTRUCTION ENGINEERING & INSPECTION	1,000	25,176	65,408
7.0 PROJECT OVERSIGHT - CONSTRUCTION	276	11,844	37,208
JOB TOTALS	3,148	126,196	353,371

TASK DESCRIPTION	CLASSIFICATION											TOTAL HOURS
	No. Project (B-20)	Project Manager (C-1)	Project Manager (B-20)	Project Engineer (B-20)	Project Engineer (C-1)	Utility Survey (C-1)	Field Test & (B-20) (C-1)	Project Survey (C-1)	Survey (C-1)	3 Man Survey (C-1)	2 Man Survey (C-1)	
1.0 PROJECT MANAGEMENT												
1.1. Project Coordination		124	20									
1.2. Quality Control Quality Assurance		84										
1.3. Project Meetings		32	34									
SUBTOTAL	0	240	0	150	0	0	0	0	0	0	0	250
2.0 SCHEMATIC												
2.1. Schematic Development												
2.1.1. Evaluate and Coordinate Design Criteria		2	2									
2.1.2. Review Typical Sections, if required		2										
2.1.3. Review Horizontal/Vertical Alignments, if required		2										
2.1.4. Preliminary Design Curve Sections		4										
2.1.5. Constructability Review		4										
2.2. Details												
2.2.1. Review and Coordinate Design Detail Criteria		2										
2.2.2. Preliminary Drainage Analysis, if required		2										
2.2.3. Drainage Elevation Assurances		2										
2.2.4. Detailing		2										
2.2.5. Civilian ROW		2										
2.2.6. Evaluate Level Requirements		2										
2.2.7. Prepare ROW Evidences		2										
2.2.8. Engineer's Estimate of Probable Construction Cost		2										
2.2.9. Design Description, Volumes and Water Documents, if required		2										
2.4. Surveying Tasks												
2.4.1. Control	1							24				
2.4.2. Curve Sections	1							40				
2.4.3. Survey Information	1							100				
2.4.4. Right of Way Easement Acquisition Surveys	1							72				
SUBTOTAL	4	0	30	8	54	48	0	238	0	0	172	650
3.0 PAVE DEVELOPMENT												
3.1. Business Order Controls												
3.1.1. Typical Sections		4										
3.1.2. Roadway Plan A Profile		20										
3.1.3. Grading Details		10										
3.1.4. Elevation Detail Sheet		2										
3.1.5. Miscellaneous Section Detail Sheet		20										
3.1.6. Section Curve Section 1 Sheet 1, Easement		20										
3.2. Details												
3.2.1. Drainage Easement		4										
3.2.2. Elevation Controls (Contours and Details)		16										
3.2.3. Miscellaneous Section Detail Sheet		4										
3.2.4. Section Curve		4										
3.2.5. Hydraulic Analysis		20										
3.3. Signing & Marking												
3.3.1. Signing & Marking		40										
3.3.2. Sign Detail Sheet		16										
3.4. Miscellaneous Section												
3.4.1. The Sheet		1										
3.4.2. Signs		2										
3.4.3. Project Detail		2										
3.4.4. Section Curve		2										
3.4.5. Details (Include Details/Section Sheet)		4										
3.4.6. TYP Details		8										
3.4.7. TYP Details		8										
3.4.8. TYP Details		8										
3.4.9. TYP Details		8										
3.4.10. TYP Details		8										
3.4.11. Details		2										
3.4.12. Details		8										
3.4.13. General Notes/Specifications		16										
3.4.14. Detail & Project Manual		20										
SUBTOTAL	0	0	200	0	420	148	0	0	0	0	0	1440

TASK DESCRIPTION	Sr. Project Engineer (Survey) (C-F)	Project Manager I (C-F)	Project Manager (Survey) (C-F)	Sr. Project Engineer (C-F)	Project Engineer (C-F)	Utility Specialist (C-F)	BUS Tech II (C-F)	BUS Tech I (C-F)	CADD Tech (C-F)	Project Tech (C-F)	Survey Tech (C-F)	3-Man Survey Crew (C-F)	2-Man Survey Crew (C-F)	Admin Asst. (C-F)	TOTAL HOURS
4.0 SURFACE AND SUBSURFACE UTILITY LOCATION															
4.1. Subsurface Utility Engineering Services															
4.1.1. Level C & D Surveys	4					16	6	40	24	1	2	12		2	0
4.1.2. Level B Services	12					16	40	40	24	1	2	20		6	0
SUBTOTAL	0	16	0	0	0	32	46	40	28	2	4	32	0	8	208
5.0 ENVIRONMENTAL AND PERMITTING SERVICES															
5.1. Environmental Agency Coordination															
5.2. Project Permits	8														
5.3. Review WPAP prepared by others	2														
5.4. Meet with TCED, as required	2														
5.5. Analyze Proposed Project Design with WPAP Assumptions	2														
5.6. Prepare WPAP Exception Request, if approved	2														
5.7. Prepare WPAP Modification, if required	2														
SUBTOTAL	0	24	0	90	4	0	0	0	0	0	0	0	0	0	118
6.0 UTILITY COORDINATION															
6.1. Identify Entities															
6.2. Utility Coordination															
6.3. Recommended Resolution for Each Utility Conflict															
SUBTOTAL	0	0	20	10	12	0	0	0	0	0	0	0	0	0	42
7.0 BIDDING PHASE SERVICES															
7.1. Issue Addenda and Clarifications (assumes 1 addendum)															
7.2. Pre-Bid Meeting															
SUBTOTAL	0	0	4	0	4	0	0	0	0	0	0	0	0	0	16
8.0 MISCELLANEOUS SERVICES															
8.1. Review Construction Plans to accommodate Development entrance															
8.2. Review Construction Plans for City proposed utilities															
SUBTOTAL	0	0	32	0	24	80	0	0	0	0	0	0	0	0	68
9.0 CONSTRUCTION PHASE SERVICES															
9.1. Attend Pre-Construction Meeting															
9.2. Shop Drawings/ Submittal Reviews, Procurement, and Management															
9.3. Request for Information (RFI) Processing, and Management (assumes 20 RFIs)															
9.4. Project Site Visit to Support Issue Resolution (assumes 1 site visit)															
SUBTOTAL	0	0	42	0	28	80	0	0	0	0	0	0	0	0	136
TOTAL HOURS	4	16	657	8	707	962	46	40	28	2	4	32	172	8	2,994
BASE RATE	\$ 60.10	\$ 52.58	\$ 48.75	\$ 35.50	\$ 24.00	\$ 32.00	\$ 28.55	\$ 17.09	\$ 23.75	\$ 42.97	\$ 30.24	\$ 45.93	\$ 44.81	\$ 21.07	\$ 21.07
TOTAL LABOR	\$ 240	\$ 841	\$ 37,689	\$ 284	\$ 27,239	\$ 30,888	\$ 7,652	\$ 1,068	\$ 2,313	\$ 86	\$ 121	\$ 1,703	\$ 7,707	\$ 169	\$ 6,683
LABOR BURDEN	\$ 464	\$ 1,931	\$ 55,044	\$ 572	\$ 54,602	\$ 46,474	\$ 15,201	\$ 2,493	\$ 3,014	\$ 1,526	\$ 197	\$ 278	\$ 3,373	\$ 15,513	\$ 203,908
TOTAL	\$ 704	\$ 2,772	\$ 92,733	\$ 856	\$ 82,031	\$ 77,362	\$ 3,550	\$ 4,327	\$ 2,262	\$ 2,191	\$ 283	\$ 3,999	\$ 4,643	\$ 23,220	\$ 304,312

EXPENSES & SUBCONSULTANTS	ITEM	TOTAL
MISCELLANEOUS EXPENSES		\$ 2,195
Subconsultant Expenses (Cobb-Fendley)		944
		\$ 3,139

TOTAL HOURS	TOTAL BURDENED LABOR	TOTAL LABOR
350	\$ 42,502	\$ 14,240
550	\$ 60,509	\$ 20,117
1,442	\$ 134,899	\$ 44,775
208	\$ 21,203	\$ 6,435
118	\$ 13,078	\$ 4,341
42	\$ 4,573	\$ 1,518
68	\$ 1,823	\$ 605
128	\$ 12,879	\$ 4,174
12	\$ 12,855	\$ 4,201
2,994	\$ 307,450	\$ 100,004

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

RESOLUTION NO. 11-141

**APPROVING AN AMENDED WORK AUTHORIZATION WITH
RODRIGUEZ TRANSPORTATION GROUP INC. RELATING TO
DEVELOPMENT OF THE 183A PHASE II PROJECT.**

WHEREAS, in Resolution No. 08-50, dated August 27, 2008, the Board of Directors authorized a Contract for Engineering Services with Rodriguez Transportation Group Inc. ("RTG") for design and engineering services for the 183A Phase II Project (the "RTG Contract"), and the RTG Contract was subsequently finalized and executed; and

WHEREAS, in Resolution No. 10-03, dated January 27, 2010, the Board of Directors approved Work Authorization No. 2 to the RTG Contract which set forth a scope of services for construction phase services for the 183A Phase II Project; and

WHEREAS, CTRMA desires to secure additional design support services for the 183A Phase II Project under the RTG Contract, and the Executive Director and RTG have discussed and agreed to a proposed amended work authorization attached and incorporated into this resolution as Attachment A to provide those services; and

WHEREAS, the Executive Director recommends approval of the proposed amended work authorization attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED that the proposed amended work authorization attached as Attachment A is approved; and

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute the proposed amended work authorization in the form or substantially the same form as shown on Attachment A.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-141
Date Passed: 12/7/11

ATTACHMENT "A" TO RESOLUTION 11-141
PROPOSED AMENDED WORK AUTHORIZATION

[on the following 1 page]

**SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO WORK AUTHORIZATION NO. 02
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 Authority) and Rodriguez Transportation Group, Inc. (the Engineer) dated **November 21, 2008**.

The following terms and conditions of Work Authorization No. 02 are hereby amended as follows:

PART I. Due to more than originally anticipated RFI's and submittal review coordination, this Supplemental Work Authorization will allow the Engineer to continue to perform engineering services generally described as Construction Phase Services for the 183A North Extension Project (approximate limits from RM 2243 south to RM 1431).

PART II. The maximum amount payable under this Cast Plus Work Authorization is increased by \$ 100,000.00 from \$ 456,492.00 to **\$ 556,492.00**. The additional costs are shown in Exhibit D, Fee Schedule attached hereto.

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. 02 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization No. 02 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

(Signature)

(Signature)

Mark E. Rodriguez

Mike Heiligenstein

(Printed Name)

(Printed Name)

President

Executive Director

(Title)

(Title)

(Date)

(Date)

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

RESOLUTION NO. 11-142

**AMENDING CTRMA POLICIES TO DELEGATE TO THE EXECUTIVE DIRECTOR
THE AUTHORITY TO APPROVE PROCUREMENT AND EXECUTE CERTAIN
CONTRACTS AND TO APPROVE AND EXECUTE SETTLEMENT AGREEMENTS
CONCERNING DAMAGE CLAIMS BY CTRMA, IN EACH INSTANCE WHEN THE
AMOUNT INVOLVED DOES NOT EXCEED \$50,000.**

WHEREAS, by enacting Resolution No. 03-13 on February 26, 2003, the Board of Directors adopted policies and procedures governing procurement of goods and services; and

WHEREAS, by enacting Resolution No. 06-08 on January 31, 2006, the Board amended the policies and procedures governing procurements of goods and services (the "Procurement Policies"); and

WHEREAS, by enacting Resolution No. 10-103 on December 8, 2010, the Board adopted a damage claim recovery policy (the "Damage Claim Recovery Policy"); and

WHEREAS, in these policies the Board authorized the Executive Director to initiate procurements and enter into certain contracts when the expenditure of CTRMA funds does not exceed \$25,000 and to settle claims resulting from damage to a CTRMA transportation project where the settlement amount to be paid to CTRMA was less than \$25,000; and

WHEREAS, the Procurement Policies and Damage Claim Recovery Policy were modeled on the policy in state law governing purchasing requirements for a Texas county when an expenditure of county funds exceeded \$25,000; and

WHEREAS, state law governing purchasing requirements for a Texas county was amended in 2009 to apply only when the expenditure of county funds exceeded \$50,000; and

WHEREAS, the Board has determined that it is in the interests of CTRMA to delegate to the Executive Director the authority to initiate procurements and execute contracts for goods and services and for consulting services and to settle damage claims asserted by CTRMA when the amount involved does not exceed \$50,000.

NOW THEREFORE, BE IT RESOLVED that the Procurement Policies are hereby amended as shown on Attachment A to this resolution, and the Procurement Policies are hereby revised to fully incorporate the attached revisions for all purposes.

BE IT FURTHER RESOLVED that the Damage Claim Recovery Policy is hereby amended as shown on Attachment B to this resolution, and the Damage Claim Recovery Policy is hereby revised to fully incorporate the attached revisions for all purposes.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-142
Date Passed: 12/7/11

ATTACHMENT A TO RESOLUTION 11-142

Amend only the following cited sections of the Procurement Policies (changes shown in legislative format for purposes of this Attachment):

7.1 Approval of Board. Every procurement of general goods and services costing more than fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

7.2. Purchase Threshold Amounts. The Authority may procure general goods and services costing fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.3. Contract Amounts. The Authority may procure consulting services anticipated to cost no more than fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ pursuant to a "single-source contract," if the Executive Director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~ shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

8.9. Single-Source Contracts. If the Executive Director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing a RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds fifty thousand dollars (\$50,000.00) ~~twenty-five thousand dollars (\$25,000.00)~~. If the anticipated cost of services does not exceed fifty thousand dollars (\$50,000.00) ~~is less than twenty-five thousand dollars (\$25,000.00)~~, the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next regularly scheduled board meeting.

ATTACHMENT B TO RESOLUTION 11-142

Amend only the fifth paragraph of **III. Collection of Damage Claims** of the Damage Claim Recovery Policy to read as follows (changes shown in legislative format for purposes of this Attachment):

A damage claim ~~of less than \$25,000.00 that does not exceed \$50,000.00~~ may be compromised or settled in the best interests of CTRMA with the approval of the Executive Director. A damage claim that ~~equals or exceeds \$50,000.00~~ 25,000.00 may be compromised or settled only with the approval of the Board of Directors.

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

RESOLUTION 11-143

RESOLUTION AUTHORIZING THE BORROWING OF FUNDS
FROM REGIONS BANK AND THE EXECUTION AND DELIVERY
OF A SECURED LOAN AGREEMENT IN CONNECTION
THEREWITH; AND ENACTING OTHER PROVISIONS RELATED
THERE TO

WHEREAS, pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"), the Central Texas Regional Mobility Authority (the "Authority"), is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to Section 370.071 of the Act, the Authority is authorized to pay the expenses of studying the cost and feasibility of a transportation project, the design and engineering of a transportation project, and any other expenses relating to the preparation and issuance of bonds for a proposed transportation project by entering into a loan agreement and pledging to the payment of such loan agreement legally available revenue anticipated to be derived from the operation of transportation projects or revenue legally available to the Authority from another source or pledging to the loan agreement the proceeds from the sale of bonds; and

WHEREAS, the Board of Directors (the "Board") of the Authority has determined to proceed with the design and engineering of certain Transportation Projects, as defined below; and

WHEREAS, Regions Bank (the "Bank") is willing to loan monies, in installments, to the Authority as requested by the Authority from time to time, in an aggregate principal amount not to exceed \$5,000,000, on the terms set forth in a secured loan agreement (the "Loan Agreement"), between the Bank and the Authority, for the purpose of providing funds to pay all or a portion of the expenses of studying the cost and feasibility of certain transportation projects (as defined in the Loan Agreement, the "Transportation Projects") and the design and engineering of such Transportation Projects; and

WHEREAS, the loan (as defined in the Loan Agreement, the “Loan”), made pursuant to the Loan Agreement shall be a limited obligation of the Authority, payable solely from the “pledged revenues” (as defined in the Loan Agreement, the “Pledged Revenues”), and, at the Authority’s option, other revenue available to the Authority, all as provided in and in accordance with the terms of the Loan Agreement; and

WHEREAS, the Board has determined to pledge the Pledged Revenues as security for the repayment of the Loan; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution is approved is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations contained in the preambles hereof are hereby incorporated herein for all purposes as if set forth herein in their entirety.

Section .2 Approval of Borrowing. The Board hereby authorizes the borrowing by the Authority of \$5,000,000, in installments and from time to time, from the Bank for the purpose of providing funds for the Transportation Projects.

Section 3. Approval of the Loan Agreement. The form, terms and provisions of the Loan Agreement, evidencing the obligation of the Authority to repay the Loan, in the substantially final form presented at this meeting, are hereby approved, with such changes as may be approved by the officer executing such Loan Agreement, such approval to be evidenced by the execution thereof. The Chairman and Vice Chairman of the Board and the Executive Director of the Authority are hereby authorized, and each of them singly and individually, to execute the Loan Agreement and the Installment Promissory Note (as defined in and in the form attached to the Loan Agreement) on behalf of the Authority; the signature of such officer shall be attested by the Secretary/Treasurer of the Board.

Section 4. Pledge of Pledged Revenues. The Board hereby pledges the Pledged Revenues to the payment of the Loan in accordance with the terms and provisions of the Loan Agreement.

Section 5. Authority’s Obligations Under Loan Agreement. The Authority’s obligations under the Loan Agreement, including its obligations to pay interest on and principal of the Loan, shall be as set forth in the Loan Agreement.

Section 6. Appointment of Authorized Officers. The Board hereby appoints the Chairman, Vice Chairman and Secretary/Treasurer of the Board, and the Executive Director, the Chief Financial Officer and the Controller of the Authority, and each of them singly and individually, to act in the capacity of "Authorized Officer" under the Loan Agreement and to execute and deliver requests for loan installments and such other instruments, certificates and documents as may be required from time to time to be delivered under or in connection with the Loan Agreement and the Loan.

Section 7. Further Actions. The Authorized Officers and staff of the Authority, and its professional consultants, are hereby authorized and directed to take any and all actions and to execute and deliver any and all instruments and documents as may be necessary or desirable to carry out and effectuate the purposes of this Resolution and the Loan Agreement.

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

Submitted and reviewed by:

Approved:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority



Ray A. Wilkerson
Chairman, Board of Directors
Resolution No. 11-143
Date Passed: 12/7/11

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

RESOLUTION NO. 11-144

ACCEPT MONTHLY FINANCIAL REPORT

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the month of October, 2011, and has caused a Financial Report to be prepared which is attached to this resolution as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Report for October, 2011, attached as Attachment "A" to this resolution.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Willkerson
Chairman, Board of Directors
Resolution Number: 11-144
Date Passed: 11/7/2011

Exhibit A

Financial Report for October, 2011

Central Texas Regional Mobility Authority

Balance Sheet

As of	October 31, 2011	October 31, 2010
Assets		
Current Assets		
Cash in Regions Operating Account	648,967	111,120
Cash In TexSTAR	41,811	81,731
Regions Payroll Account	78,549	12,120
Restricted cash/cash equivalents		
Fidelity Government MMA	17,317,063	7,360,120
Restricted Cash-TexStar	68,478,577	87,381,950
Regions SIB account	0	15,799,067
Overpayment accounts	22,282	12,293
Total Cash and Cash Equivalents	85,938,282	110,758,401
Accounts Receivable	32,656	96,588
Due From TTA	364,039	358,780
Due From NTTA	37,286	31,520
Due From HCTRA	55,887	51,543
Due From TxDOT	810,662	5,649,620
Due From Federal Government	617,954	800,575
Interest Receivable	473,708	162,440
Total Receivables	2,392,191	7,151,066
Short Term Investments		
Treasuries	4,549,017	
Certificates of Deposit	0	3,100,000
Investment in Government Agencies	12,228,776.8	11,561,983
Other Current Assets		
Prepaid Expenses	1,655	
Prepaid Insurance	52,143	89,139
Total Current Assets	105,811,031	132,660,590
Construction Work In Process		
	254,980,703	98,733,668
Fixed Assets		
Computers(net)	28,789	40,128
Computer Software(net)	879,692	2,083,546
Furniture and Fixtures(net)	16,722	25,611
Equipment(net)	40,793	55,171
Autos and Trucks(net)	25,869	2,622
Buildings and Toll Facilities(net)	6,285,278	6,461,837
Highways and Bridges(net)	176,063,786	181,030,993
Communication Equipment(net)	1,078,657	1,258,431
Toll Equipment(net)	2,391,427	2,853,208
Signs(net)	5,044,670	5,177,938
Land Improvements(net)	1,156,420	929,526
Right of Way	24,683,553	23,683,553
Leasehold Improvements	63,896	63,457
Total Fixed Assets	217,759,552	223,666,022
Long Term Investments		
GIC (Restricted)	231,209,312	87,602,087
Agencies-LT	44,308,040	0
Other Assets		
Security Deposits	8,644	9,483
Intangible Assets	650	650
Total Bond Issuance Costs	15,890,118	10,925,879
Total Assets	869,968,050	553,598,379

Liabilities**Current Liabilities**

Accounts Payable	543,676		33,666
Overpayments	22,985		12,703
Interest Payable	15,023,031		6,314,126
Due to other Funds	0		187,800
TCDRS Payable	29,716		24,899
Due to other Entities	15,081		0
Due to State of Texas	2,140		605
Total Current Liabilities	15,636,629		6,573,799

Long Term Liabilities

Accrued Vac & Sick Leave Paybl	413,815		365,641
Retainage Payable	1,655		134,317
Senior Lien Revenue Bonds 2005	172,698,781	172,244,198	
Senior Lien Revenue Bonds 2010	99,433,492	96,592,683	
Senior Lien Revenue Bonds 2011	306,141,662	0	
Sn Lien Rev Bnd Prem/Disc 2005	4,734,071	4,902,492	
Sn Lien Rev Bnd Prem/Disc 2010	192,155	225,679	
Tot Sr Lien Rev Bond Pay Pre/D	1,247,979		5,128,171
Subordinated Lien Bond 2010	45,000,000		45,000,000
Subordinated Lien Bond 2011	70,000,000		0
Sub Lien Bond 2011 Prem/Disc	(2,140,140)		
TIFIA note 2008	77,626,562		75,268,634
2010 Regions BAB's Payable	0		59,775,000
2009 State Infrastructure loan	0		32,469,033
Total Long Term Liabilities	770,423,807		486,977,677
Total Liabilities	786,060,436		493,551,476

Net Assets Section

Contributed Capital	18,334,846		18,334,846
Net Assets beginning	61,930,780		37,756,819
Current Year Operations	3,641,989		3,955,239
Total Net Assets	65,572,769		41,712,058

Total Liabilities and Net Assets**869,968,050****553,598,379**

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 10/31/2011	Percent of Budget	Actual Prior Year to Date 10/31/10
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	21,395,350	5,228,808	24.44%	5,279,001
Toll Revenue-HCTRA-183A	656,250	234,012	35.66%	219,707
Toll Revenue-NTTA-183A	411,600	146,328	35.55%	129,627
Video Tolls	3,004,800	1,085,824	36.14%	1,040,035
Fee revenue	1,252,000	391,707	31.29%	414,283
Total Operating Revenue	26,720,000	7,086,680	26.52%	7,082,652
Other Revenue				
Interest Income	180,000	70,705	39.28%	149,006
Grant Revenue	800,000	4,635,829	579.48%	5,601,593
Misc Revenue	2,200	836,218	38010%	733
Gain/Loss on Sale of Asset	-	12,342	#DIV/0!	-
Total Other Revenue	982,200	5,555,095	565.58%	5,751,332
Total Revenue	\$ 27,702,200	\$ 12,641,775	45.63%	\$ 12,833,985
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,010,301	526,075	26.17%	504,673
Part Time Salry Expense	12,000	7,858	65.49%	4,862
Overtime Salary Expense	4,000	-	0.00%	-
Contractual Employees Expense	105,000	5,550	5.29%	28,500
TCDRS	304,235	74,672	24.54%	72,332
FICA	97,856	20,484	20.93%	19,060
FICA MED	30,715	7,525	24.50%	7,094
Health Insurance Expense	204,527	50,346	24.62%	41,557
Life Insurance Expense	5,374	1,406	26.16%	1,816
Auto Allowance Expense	9,000	2,762	30.69%	2,848
Other Benefits	171,305	24,819	14.49%	17,922
Unemployment Taxes	13,059	58	0.44%	-
Salary Reserve	91,871	-	0.00%	-
Total Salaries and Wages	3,059,243	721,554	23.59%	700,663
Contractual Services				
<u>Professional Services</u>				
Accounting	9,500	10,576	111.33%	2,760
Auditing	55,000	37,745	68.63%	19,908
General Engineering Consultant	1,250,000	202,512	16.20%	120,983
General System Consultant	175,000	26,284	15.02%	2,508
Image Processing	600,000	290,239	48.37%	237,227
Facility maintenance	20,000	4,186	20.93%	18,482
HERO	820,000	188,791	23.02%	198,916
Human Resources	80,000	3,042	3.80%	8,566
Legal	250,000	2,850	1.14%	30,680

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 10/31/2011	Percent of Budget	Actual Prior Year to Date 10/31/10
Photography	15,000	11,850	79.00%	9,000
Communications and Marketing	-	10,409		-
Total Professional Services	3,274,500	788,484	24.08%	649,030
Other Contractual Services				
IT Services	45,000	18,198	40.44%	11,774
Graphic Design Services	10,000	400	4.00%	780
Website Maintenance	25,000	1,196	4.78%	2,755
Research Services	25,000	3,100	12.40%	18,067
Copy Machine	9,000	1,722	19.13%	3,584
Software Licenses	26,000	734	2.82%	7,387
ETC Maintenance Contract	840,000	138,923	16.54%	196,327
ETC Development	125,000	-	0.00%	3,863
ETC Testing	30,000	16,620	55.40%	-
Communications and Marketing	170,000	-	0.00%	34,982
Advertising Expense	40,000	1,250	3.13%	16,882
Direct Mail	5,000	-	0.00%	-
Video Production	5,000	1,946	38.91%	-
Radio	15,000	-	0.00%	-
Other Public Relations	2,500	-	0.00%	-
Law Enforcement	250,000	-	0.00%	18,336
Special assignments	5,000	-	0.00%	-
Traffic Management	84,000	20,814	24.78%	12,721
Emergency Maintenance	10,000	-	0.00%	-
Security Contracts	600	-	0.00%	-
Roadway Maintenance Contract	300,000	48,396	16.13%	33,576
Landscape Maintenance	280,000	44,304	15.82%	41,746
Signal & Illumination Maint	175,000	14,314	8.18%	63,034
Mowing and litter control	40,000	34,802	87.01%	43,305
Hazardous Material Cleanup	10,000	-	0.00%	-
Striping	75,000	16,600	22.13%	-
Graffiti removal	10,000	-	0.00%	1,900
Cell Phones	10,700	2,286	21.36%	2,357
Local Telephone Service	16,000	3,191	19.94%	2,368
Long Distance	600	-	0.00%	46
Internet	6,000	172	2.86%	612
Fiber Optic System	63,000	9,628	15.28%	10,366
Other Communication Expenses	1,500	47	3.10%	-
Subscriptions	1,850	-	0.00%	-
Memberships	29,100	3,045	10.47%	4,650
Continuing Education	2,000	472	23.61%	-
Professional Development	5,000	3,000	60.00%	-
Seminars and Conferences	32,500	2,505	7.71%	7,075
Staff-Travel	76,500	13,026	17.03%	7,528
Other Contractual Svcs	125,200	177	0.14%	-
TxTag Collection Fees	1,347,791	334,943	24.85%	344,086
Contractual Contingencies	140,500	3,309	2.36%	1,039

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 10/31/2011	Percent of Budget	Actual Prior Year to Date 10/31/10
Total Other Contractual Services	4,470,341	739,118	16.53%	891,147
Total Contractual Services	7,744,841	1,527,602	19.72%	1,540,178
Materials and Supplies				
Books & Publications	16,000	-	0.00%	2,875
Office Supplies	10,000	1,012	10.12%	1,471
Computer Supplies	13,000	1,212	9.32%	1,258
Copy Supplies	2,200	18	0.81%	-
Annual Report printing	10,000	-	0.00%	-
Other Reports-Printing	20,000	-	0.00%	381
Direct Mail Printing	5,000	-	0.00%	-
Office Supplies-Printed	3,000	-	0.00%	900
Ice Control Materials	25,000	-	0.00%	-
Maintenance Supplies-Roadway	100,000	-	0.00%	-
Promotional Items	10,000	-	0.00%	2,163
Displays	5,000	-	0.00%	-
ETC spare parts expense	30,000	-	0.00%	-
Tools & Equipment Expense	1,000	6	0.55%	-
Misc Materials & Supplies	2,000	133	6.67%	6
Total Materials and Supplies	252,200	2,380	0.94%	9,053
Operating Expenses				
Gasoline Expense	5,000	1,049	20.99%	787
Mileage Reimbursement	7,500	1,007	13.43%	1,020
Toll Tag Expense	4,100	690	16.82%	661
Parking	38,595	13,864	35.92%	12,827
Meeting Facilities	450	-	0.00%	100
Community Meeting/ Events	5,000	-	0.00%	500
Meeting Expense	6,750	938	13.89%	539
Public Notices	2,400	-	0.00%	-
Postage Expense	5,950	14	0.24%	277
Overnight Delivery Services	1,600	106	6.66%	48
Local Delivery Services	1,950	6	0.29%	26
Insurance Expense	90,000	28,968	32.19%	36,859
Repair & Maintenance-General	500	-	0.00%	-
Repair & Maintenance-Vehicles	100	325	325.00%	408
Repair & Maintenance Toll Equip	5,000	-	0.00%	-
Rent Expense	190,000	67,632	35.60%	62,644
Water	7,500	1,378	18.37%	917
Electricity	83,500	13,832	16.56%	14,722
Other Licenses	250	40	16.00%	-
Community Initiative Grants	65,000	-	0.00%	30,750
Non Cash Operating Expenses				
Amortization Expense	1,230,000	409,872	33.32%	409,872

Central Texas Regional Mobility Authority
Income Statement
All Operating Departments

Account Name	Budget Amount FY 2012	Actual Year to Date 10/31/2011	Percent of Budget	Actual Prior Year to Date 10/31/10
Dep Exp- Furniture & Fixtures	16,500	3,123	18.93%	6,242
Dep Expense - Equipment	14,500	4,793	33.05%	4,793
Dep Expense - Autos & Trucks	5,000	1,725	34.49%	1,311
Dep Expense-Buildng & Toll Fac	177,000	58,853	33.25%	58,853
Dep Expense-Highways & Bridges	5,000,000	1,655,736	33.11%	1,655,736
Dep Expense-Communic Equip	195,000	63,619	32.62%	65,483
Dep Expense-Toll Equipment	465,000	153,927	33.10%	153,927
Dep Expense - Signs	135,000	44,423	32.91%	44,423
Dep Expense-Land Improvemts	52,000	21,935	42.18%	17,195
Depreciation Expense-Computers	6,500	3,303	50.82%	3,346
Total Operating Expenses	7,817,645	2,551,156	32.63%	2,584,264
Financing Expenses				
Arbitrage Rebate Calculation	2,500	-	0.00%	-
Loan Fee Expense	12,500	-	0.00%	-
Rating Agency Expense	33,000	5,300	16.06%	5,000
Trustee Fees	2,000	-	0.00%	-
Bank Fee Expense	7,500	13,058	174.11%	2,463
Continuing Disclosure	4,000	-	0.00%	-
Interest Expense	12,038,096	4,009,983	33.31%	3,938,521
Contingency	15,000	-	0.00%	-
Non Cash Financing Expenses				
Bond issuance expense	385,707	168,753	43.75%	98,603
Total Financing Expenses	12,500,303	4,197,094	33.58%	4,044,587
Other Gains or Losses				
Total Other Gains or Losses	-	-	0.00%	-
Total Expenses	\$ 31,374,232	\$ 8,999,786	28.69%	\$ 8,878,746
Net Income	\$ (3,672,032)	\$ 3,641,989		\$ 3,955,239

CTRMA INVESTMENT REPORT

	Month Ending 10/31/11					Rate Oct 11
	Balance 9/30/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Amount in Trustee TexStar						
183A/290E Project Acct	0.00			0.00	0.00	0.091%
2011 Senior Lien Construction Fund	3,543,539.11			48.71	3,543,445.86	0.096%
2010 Senior Lien Construction Fund	1.19				1.19	0.096%
2010-1 Sub Lien Projects General Fund	1,004,170.45			68.86	1,004,239.31	0.096%
Trustee Operating Fund	5,978,973.28	4,895,215.23		639.95	9,138,887.63	0.096%
Renewal & Replacement Fund	430,869.79	546,344.44		14.40	252,228.63	0.096%
TxDOT Grant Fund	659,833.47			45.25	659,878.72	0.096%
Revenue Fund	4,412,717.22			302.61	4,413,019.83	0.096%
Senior Lien Debt Service Reserve Fund	67.25	1,308,412.93		33.96	34.96	0.096%
2010 Senior Lien DSF	40,033,553.84	3,000,962.70		2,916.56	43,037,433.10	0.096%
2010 Senior Lien Debt Service Reserve Fund	0.15				0.15	0.096%
2010-2Sub Lien Debt Service Reserve Fund	6,755,730.35			463.29	6,756,193.64	0.096%
2010-1Sub Lien Debt Service Reserve Fund	710,866.59			48.75	710,915.34	0.096%
2010 Senior Lien Capitalized Interest	2,504,041.65			171.72	2,504,213.37	0.096%
2010-1 Sub Lien Capitalized Interest	842.24			0.06	842.30	0.096%
2010-2 Sub Lien Capitalized Interest	420.00			0.03	420.03	0.096%
	126.76			0.01	126.77	0.096%
	66,035,753.34	9,750,935.30	0.00	4,754.16	7,312,865.87	0.096%
Amount in TexStar Operating Fund	41,805.86	725,000.00		5.38	725,000.00	
					41,811.24	

Amount in Trustee TexStar
 183A/290E Project Acct
 2011 Senior Lien Construction Fund
 2010 Senior Lien Construction Fund
 2010-1 Sub Lien Projects
 General Fund
 Trustee Operating Fund
 Renewal & Replacement Fund
 TxDOT Grant Fund
 Revenue Fund
 Senior Lien Debt Service Reserve Fund
 2010 Senior Lien DSF
 2010 Senior Lien Debt Service Reserve Fund
 2010-2Sub Lien Debt Service Reserve Fund
 2010-1Sub Lien Debt Service Reserve Fund
 2010 Senior Lien Capitalized Interest
 2010-1 Sub Lien Capitalized Interest
 2010-2 Sub Lien Capitalized Interest

Amount in TexStar Operating Fund

CTRMA INVESTMENT REPORT

	Month Ending 10/31/11					Rate Oct 11
	Balance 9/30/11	Additions	Discount Amortization	Accrued Interest	Withdrawals	
Fidelity Money Market Fund						
Operating Fund	0.00	546,341.75		2.69	546,344.44	0.00
2010-1 Sub Lien Project Acct	29,962.10			8.32	10,363.44	19,606.98
2010 Senior Lien Project Acct	1.24	3,869,696.00			3,869,696.59	0.65
2011 Senior Lien Project Acct	22,593.46	15,730,912.24		0.07	15,727,805.72	25,700.05
Other Obligations Fund	0.00			0.09		0.09
2005 Debt Service Fund	2,012,641.20	619,958.33		14.17		2,632,613.70
2011 Senior Lien Debt Service Acct	2,630.92			0.02		2,630.94
Subordinate Lien TIFIA DS Fund	993,059.33	311,723.83		6.97		1,304,790.13
2010-2 BABs Supplemental Security	213,136.61			1.75		213,138.36
2010-2 Cap I Fund	2,817.80			0.02		2,817.82
2010 CAP Interest Senior lien	2,081.72			0.02		2,081.74
2010-1 CAP Interest	0.55					0.55
2011 Sr Cap I Fund	256,278.83			2.11		256,280.94
2011 Sub Debt CAP I	105,376.18			0.87		105,377.05
2010-1 Sub lien supplemental Security	13.66					13.66
2011 Subordinate Lien Project	0.00	0.10				0.10
TxDOT Grant Fund	0.00			0.90		0.90
Renewal and Replacement	0.66					0.66
Revenue Fund	1,155,043.25	1,808,877.37		5.48	2,075,759.52	888,166.58
General Fund	9,880.25	7,329,054.90		18.64	6,636,125.74	702,828.05
2010 Senior Debt Service Reserve Fund	2,765,286.98			22.73		2,765,309.71
2010-1 Debt Service Reserve Fund	1,343,945.77	19,124.81		10.97		1,363,081.55
2010-2 Debt Service Reserve Fund	25,478.69	6,963.12		0.18		32,441.99
2011 Sub Debt Service Reserve Fund	7,000,122.76	3,000,000.00		57.54		7,000,180.30
2005 Senior Lien Debt Service Reserve Fund	732.55			230.15	3,000,962.70	0.00
	15,941,084.51	33,242,652.45	0.00	383.69	31,867,058.15	17,317,062.50

Fidelity Money Market Fund
 Operating Fund
 2010-1 Sub Lien Project Acct
 2010 Senior Lien Project Acct
 2011 Senior Lien Project Acct
 Other Obligations Fund
 2005 Debt Service Fund
 2011 Senior Lien Debt Service Acct
 Subordinate Lien TIFIA DS Fund
 2010-2 BABs Supplemental Security
 2010-2 Cap I Fund
 2010 CAP Interest Senior lien
 2010-1 CAP Interest
 2011 Sr Cap I Fund
 2011 Sub Debt CAP I
 2010-1 Sub lien supplemental Security
 2011 Subordinate Lien Project
 TxDOT Grant Fund
 Renewal and Replacement
 Revenue Fund
 General Fund
 2010 Senior Debt Service Reserve Fund
 2010-1 Debt Service Reserve Fund
 2010-2 Debt Service Reserve Fund
 2011 Sub Debt Service Reserve Fund
 2005 Senior Lien Debt Service Reserve Fund

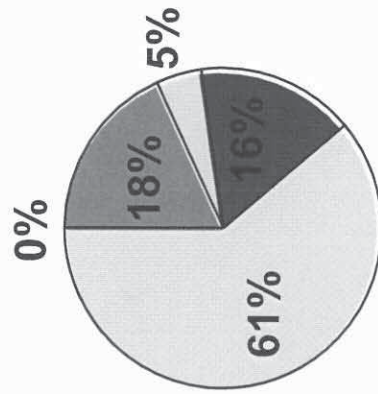
CTRMA INVESTMENT REPORT

	Balance 9/30/11	Month Ending 10/31/11				Balance 10/31/11	Rate Oct 11
		Additions	Discount Amortization	Accrued Interest	Withdrawals		
Amount in Bayerische Landesbank GIC							
Subordinate Lien Cap-I 2010-1	1,317,165.66			548.81		1,317,714.47	0.500%
Subordinate Lien Cap-I 2010-2	339,776.13			141.57		339,917.70	0.500%
Senior Lien Cap-I 2010	5,122,332.54			3,756.37		5,126,088.91	0.880%
Senior Lien Project Fund 2010	31,282,731.46			52,786.70	3,869,696.00	27,465,822.16	0.850%
Senior Lien Project Fund 2011	161,136,022.38			39,612.60	12,187,466.33	148,988,168.65	0.295%
Subordinate Lien Project Fund 2011	47,959,809.50			11,790.22		47,971,599.72	0.295%
	247,157,837.67	0.00	0.00	108,636.27	16,057,162.33	231,209,311.61	
Amount in Fed Agencies							
Amortized Principal	61,165,220.24		(79,804.17)			61,085,416.07	
Accrued Interest	61,165,220.24	0.00	(79,804.17)	99,166.05	0.00	61,085,416.07	
Certificates of Deposit							
Total in Pools	3,000,000.00				3,000,000.00	0.00	
Total in Money Market	66,077,559.20	10,475,935.30		4,759.54	8,037,865.87	68,520,388.17	
Total in Fed Agencies	15,941,084.51	33,242,652.45		383.69	31,867,058.15	17,317,062.50	
Bayerische Landesbank GIC	61,165,220.24	0.00	(79,804.17)	108,636.27	0.00	61,085,416.07	
	247,157,837.67	0.00			16,057,162.33	231,209,311.61	
Total Invested	393,341,701.62	43,718,587.75	(79,804.17)	113,779.50	58,962,086.35	378,132,178.35	

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

William Chapman, CFO

Allocation of Funds



- Certificates of Deposit
- Total in Money Market
- Bayerische Landesbank GIC
- Total in Pools
- Total in Fed Agencies

Amount of investments As of October 31, 2011

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Farm Credit	31331J2B8	1,997,836.00	1,998,845.87	2,000,060.00	1.000280%	11/22/10	2/15/13	TxDOT Grant Fund
San Antonio Water Utilities	79642BLM3	200,000.00	200,000.00	200,180.00	1.1090%	11/23/10	5/15/12	2010-2 DSRF
San Antonio Water Utilities	79642BLN1	190,000.00	190,000.00	191,056.40	1.4570%	11/23/10	5/15/13	2010-2 DSRF
Federal Home loan Bank	3137EABY4	3,064,452.00	3,021,484.00	3,023,700.00	0.4005%	12/23/10	3/23/12	TxDOT Grant Fund
Fannie Mae	31398A6F4	2,319,702.34	2,318,657.37	2,319,259.60	0.2391%	6/29/11	12/28/12	2011 Sub Debt CAP I
Federal Home loan Bank	3137EABM0	2,473,720.78	2,447,933.98	2,451,577.23	0.3930%	6/29/11	6/28/13	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	2,326,924.30	2,332,770.25	2,320,853.96	0.6300%	6/29/11	11/15/13	2011 Sub Debt CAP I
Treasury	912828GC8	2,181,302.50	2,148,434.17	2,147,819.44	0.0240%	6/29/30	12/31/11	2011 Sub Debt CAP I
Treasury	912828GW4	2,367,714.38	2,331,476.25	2,330,113.32	0.0730%	6/29/11	6/30/12	2011 Sub Debt CAP I
Federal Home loan Bank	3134A4UL6	8,794,454.76	8,820,045.63	8,790,160.68	0.7190%	6/29/11	11/15/13	2011 Sr Debt CAP I
Federal Home loan Bank	3137EABM0	9,351,457.81	9,256,548.17	9,284,066.94	0.4830%	6/29/11	6/28/13	2011 Sr Debt CAP I
Treasury	912828NS5	8,776,228.75	8,763,485.83	8,767,359.68	0.1880%	6/29/11	6/30/12	2011 Sr Debt CAP I
Treasury	912828GC8	8,614,419.84	8,485,473.28	8,483,483.82	0.0550%	6/29/11	12/31/11	2011 Sr Debt CAP I
Fannie Mae	31398A6F4	8,771,478.75	8,770,261.25	8,782,129.44	0.3331%	6/29/11	12/28/12	2011 Sr Debt CAP I
		61,429,692.21	61,085,416.05	61,091,820.51				

Agency	CUSIP #	COST	Cummulative Amortization	10/31/11 Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Farm Credit	31331J2B8	1,997,836.00	1009.87	1,998,845.87	2,000,000.00	883.33	72.13	955.46
San Antonio Water Utilities	79642BLM3	200,000.00	0.00	200,000.00	200,000.00	184.83		184.83
San Antonio Water Utilities	79642BLN1	190,000.00	0.00	190,000.00	190,000.00	230.69		230.69
Federal Home loan Bank	3137EABY4	3,064,452.00	42,968.00	3,021,484.00	3,000,000.00	5,312.50	(4,296.80)	1,015.70
Fannie Mae	31398A6F4	2,319,702.34	1,044.97	2,318,657.37	2,315,000.00	723.44	(261.24)	462.20
Federal Home loan Bank	3137EABM0	2,473,720.78	25,786.80	2,447,933.98	2,319,000.00	7,246.88	(6,446.70)	800.18
Federal Home loan Bank	3134A4UL6	2,326,924.30	5,845.95	2,332,770.25	2,362,000.00	1,461.49		1,461.49
Treasury	912828GC8	2,181,302.50	32,868.33	2,148,434.17	2,132,000.00	8,217.08	(8,217.08)	0.00
Treasury	912828GW4	2,367,714.38	36,238.13	2,331,476.25	2,259,000.00	9,177.19	(9,059.53)	117.66
Federal Home loan Bank	3134A4UL6	8,794,454.76	25,590.87	8,820,045.63	8,946,000.00	27,443.75	6,397.72	6,397.72
Federal Home loan Bank	3137EABM0	9,351,457.81	94,909.64	9,256,548.17	8,782,000.00	4,551.04	(23,727.41)	3,716.34
Treasury	912828NS5	8,776,228.75	12,742.92	8,763,485.83	8,738,000.00	32,455.94	(3,185.73)	1,365.31
Treasury	912828GC8	8,614,419.84	128,946.56	8,485,473.28	8,421,000.00	2,739.38	(32,236.64)	219.30
Fannie Mae	31398A6F4	8,771,478.75	1,217.50	8,770,261.25	8,766,000.00	99,166.05	(304.38)	2,435.00
		61,429,692.21	409,169.54	61,085,416.05	60,430,000.00	99,166.05	(79,804.17)	19,361.88

INVESTMENTS by FUND

		Balance			
		October 31, 2011			
Renewal & Replacement Fund				TexSTAR	68,520,388.17
TexSTAR	659,878.72			CD's	0.00
Fidelity	0.66			Fidelity	17,317,062.50
Agencies		659,879.38		SIB	0.00
TxDOT Grant Fund				Agencies	61,085,416.07
TexSTAR	4,413,019.83			Bayerische GIC	231,209,311.61
Fidelity	0.90				
Agencies	5,020,329.87	9,433,350.60			
Subordinate Lien DS Fund 05					
Fidelity	1,304,790.13	1,304,790.13			
Debt Service Reserve Fund 05					
TexSTAR	43,037,433.10				
Fidelity	0.00				
CD's	0.00				
Agencies		43,037,433.10			
Debt Service Fund 05					
Fidelity	2,632,613.70	2,632,613.70			
2011 Debt Service Acct					
Fidelity	2,630.94	2,630.94			
2010 Senior Lien DSF					
TexSTAR	0.15				
Fidelity	0.00	0.15			
2011 Sub Debt DSRF					
Fidelity	7,000,180.30	7,000,180.30			
Operating Fund					
TexSTAR	41,811.24				
TexSTAR-Trustee	252,228.63				
Fidelity	0.00				
Region's SIB Loan MMA	0.00	294,039.87			
Revenue Fund					
TexSTAR	34.96				
Fidelity	888,166.58	888,201.54			
General Fund					
TexSTAR	9,138,887.63				
Fidelity	702,828.05	9,841,715.68			
2010 Senior Lien Capitalized Interest					
Fidelity	2,081.74				
TexSTAR	842.30				
Bayerische GIC	5,126,088.91	5,129,012.95			
2010-1 Sub Lien Capitalized Interest					
Fidelity	0.55				
TexSTAR	420.03				
Bayerische GIC	1,317,714.47	1,318,135.05			
2010-2 Sub Lien Capitalized Interest					
TexSTAR	126.77				
Fidelity	2,817.82				
Bayerische GIC	339,917.70	342,862.29			
2011 Sr Capitalized Interest Fund					
Fidelity	256,280.94				
Agencies	44,095,814.18	44,352,095.12			
2011 Sub Capitalized Interest Fund					
Fidelity	105,377.05				
Agencies	11,579,272.02	11,684,649.07			
2010-1 Sub BABs subsidy					
Fidelity	13.66	13.66			
2010-2 Sub BABs subsidy					
Fidelity	213,138.36	213,138.36			
2010 Senior Lien Debt Service Reserve Fund					
TexSTAR	6,756,193.64				
Fidelity	2,765,309.71				
Agencies		9,521,503.35			
2010-2Sub Lien Debt Service Reserve Fund					
TexSTAR	710,915.34				
Fidelity	32,441.99				
Agencies	390,000.00	1,133,357.33			
2010-1Sub Lien Debt Service Reserve Fund					
TexSTAR	2,504,213.37				
Fidelity	1,363,081.55				
Agencies		3,867,294.92			
2010-1 Sub Lien Projects Fund					
TexSTAR	1,004,239.31				
Fidelity	19,606.98	1,023,846.29			
2010 Senior Lien Construction Fund					
TexSTAR	1.19				
Fidelity	0.65				
Bayerische GIC	27,465,822.16	27,465,824.00			
2011 Sub Debt Project fund					
Bayerische GIC	47,971,599.72				
Fidelity	0.10	47,971,599.82			
2011 Senior Lien Project Fund					
TexSTAR	141.96				
Fidelity	25,700.05				
Bayerische GIC	148,988,168.65	149,014,010.66			
		<u>149,014,010.66</u>			
		<u>\$ 378,132,178.35</u>			



Monthly Newsletter - October 2011

Performance

As of October 31, 2011

Current Invested Balance	\$5,191,742,744.46
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	79 Days
Net Asset Value	1.000065
Total Number of Participants	745
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$581,969.72
Management Fee Collected	\$222,593.12
% of Portfolio Invested Beyond 1 Year	4.55%
Standard & Poor's Current Rating	AAAM

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

October Averages

Average Invested Balance	\$5,239,865,855.93
Average Monthly Yield, on a simple basis	0.0807%
Average Weighted Average Maturity (1)*	47 Days
Average Weighted Average Maturity (2)*	74 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

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

★ Aransas County ★ City of Richwood ★ KIPP Austin Public Schools, Inc. ★ North Park PUD

Holiday Reminder

Please note that in observance of the Veterans Day holiday, **TexSTAR will be closed Friday, November 11, 2011**. All ACH transactions initiated on Thursday, November 10th will settle on Monday, November 14th.

In observance of Thanksgiving Day holiday, **TexSTAR will be closed Thursday, November 24, 2011**. All ACH transactions initiated on Wednesday, November 23rd will settle on Friday, November 25th. Notification of any early transaction deadlines on the day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

U.S. economic data released during the month was generally better than expected, thus lowering the risk of recession. September's employment report was significantly stronger than expected. Consumer confidence, one of the weakest spots in economic data, remained at historically low levels. Surprisingly, economic activity measures continued to diverge significantly from confidence data. Retail and vehicle sales increased as well as industrial production. Business investment rose 16.3% over the quarter (annualized), consumer spending rose 2.4%, and inventories fell—all positive indicators for future growth. However, some of the growth in consumption came at the expense of personal savings. Specifically, the savings rate dropped one percentage point in the third quarter to 4.1%.

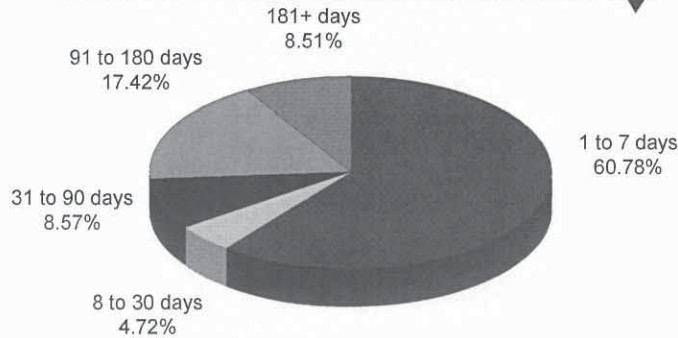
November is likely to be a more challenging month, with potential for continued volatility. Consumer confidence data remains weak and may be more a reflection of consumers' extreme pessimism toward policymakers rather than their own economic outlook. In the U.S., budgetary matters will be center stage. The fiscal "super-committee" must submit its plan to cut at least \$1.5 trillion from the deficit to Congress by November 23rd. Officials from both parties have suggested the eventual proposal is likely to exceed \$1.5 trillion, but a failure to reach that goal could cause investors to worry about further rating agency downgrades. Greece might be a small economy, but referendum/confidence vote fears in the early days of November highlight how much the eurozone periphery can move global markets. While it is believed that Europe is committed to holding the European Monetary Union together, this crisis is far from over. Despite the improved growth in U.S. Q3 GDP, prospects for growth in the years ahead will be lackluster. Capital inflows will continue to go to emerging markets where growth is stronger with sound fundamentals. Meanwhile, tightening fiscal policy suggests looser monetary policy as central banks try to cushion growth.

This information is an excerpt from an economic report dated October 2011 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.

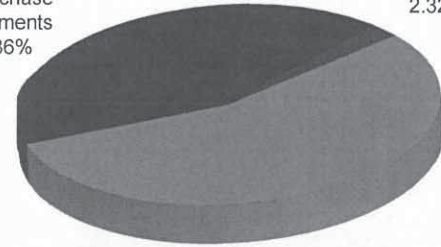
Information at a Glance

Portfolio by Type of Investment As of October 31, 2011



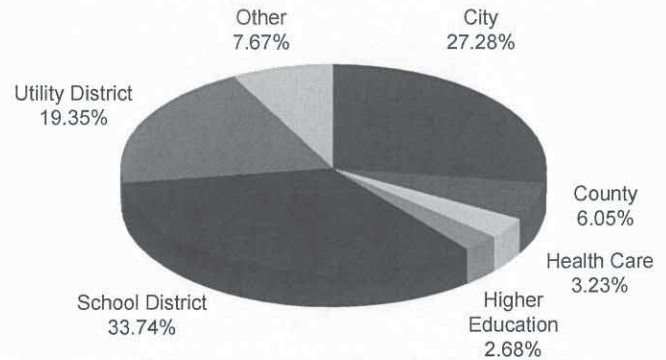
Repurchase Agreements
55.86%

Treasuries
2.32%



Agencies
41.82%

Portfolio by Maturity As of October 31, 2011



Distribution of Participants by Type As of October 31, 2011

Historical Program Information

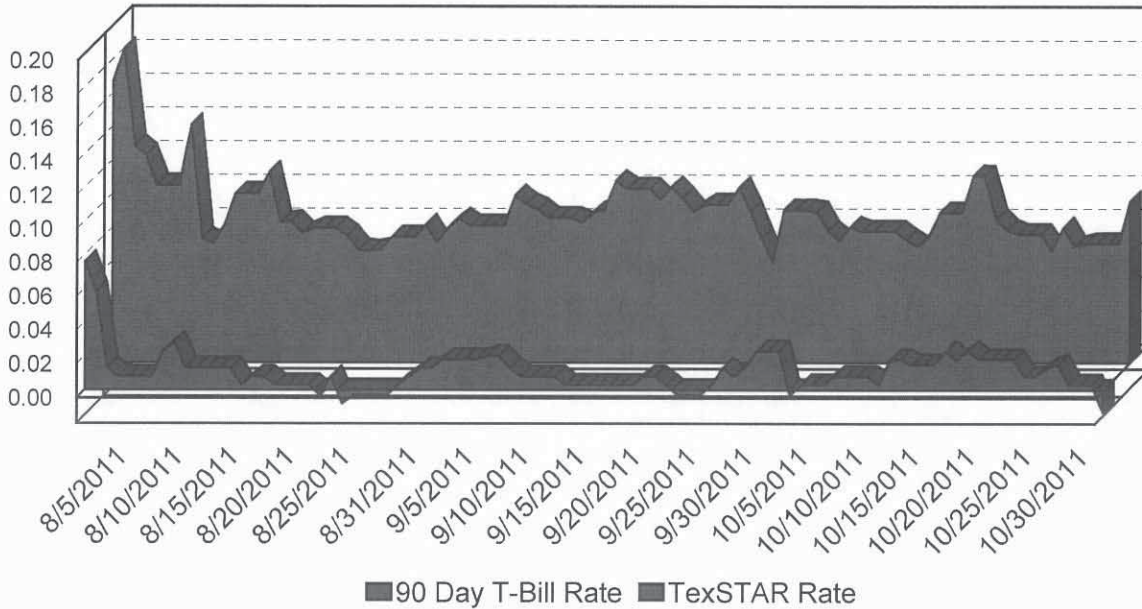
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Oct 11	0.0807%	\$5,191,742,744.46	\$5,192,081,793.52	1.000065	47	74	745
Sep 11	0.0906%	5,218,150,511.94	5,218,680,416.17	1.000100	46	76	741
Aug 11	0.0940%	4,773,149,074.88	4,773,628,030.81	1.000100	45	69	735
Jul 11	0.0746%	4,990,872,181.48	4,991,025,373.13	1.000030	38	55	735
Jun 11	0.0889%	5,280,726,280.87	5,281,501,501.41	1.000146	50	69	733
May 11	0.0863%	5,566,580,016.75	5,567,478,247.07	1.000161	46	66	732
Apr 11	0.1108%	5,661,130,480.00	5,662,108,871.87	1.000172	50	72	731
Mar 11	0.1408%	5,949,037,975.79	5,949,804,553.22	1.000128	50	73	730
Feb 11	0.1476%	6,548,224,886.40	6,548,880,605.37	1.000100	48	71	729
Jan 11	0.1637%	6,541,049,111.05	6,541,464,771.26	1.000063	39	66	726
Dec 10	0.1713%	5,593,134,506.98	5,593,670,681.79	1.000091	47	79	723
Nov 10	0.1883%	5,143,274,228.56	5,143,635,927.81	1.000070	52	81	721

Portfolio Asset Summary as of October 31, 2011

	Book Value	Market Value
Uninvested Balance	\$ 275.99	\$ 275.99
Accrual of Interest Income	803,405.30	803,405.30
Interest and Management Fees Payable	(595,913.88)	(595,913.88)
Payable for Investment Purchased	(25,000,000.00)	(25,000,000.00)
Repurchase Agreement	2,914,127,000.00	2,914,127,000.00
Government Securities	2,302,407,977.05	2,302,747,026.11
Total	\$ 5,191,742,744.46	\$ 5,192,081,793.52

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 October be subject to change. The TexSTAR management fee October 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 investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for October 2011

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
10/1/2011	0.0905%	0.000002483	\$5,218,150,511.94	1.000100	40	67
10/2/2011	0.0905%	0.000002483	\$5,218,150,511.94	1.000100	40	67
10/3/2011	0.0894%	0.000002449	\$5,222,366,919.30	1.000105	40	67
10/4/2011	0.0779%	0.000002135	\$5,304,994,160.63	1.000070	39	66
10/5/2011	0.0725%	0.000001985	\$5,317,229,590.43	1.000083	38	65
10/6/2011	0.0806%	0.000002208	\$5,299,190,806.20	1.000093	44	70
10/7/2011	0.0780%	0.000002138	\$5,248,427,810.78	1.000096	47	74
10/8/2011	0.0780%	0.000002138	\$5,248,427,810.78	1.000096	47	74
10/9/2011	0.0780%	0.000002138	\$5,248,427,810.78	1.000096	47	74
10/10/2011	0.0780%	0.000002138	\$5,248,427,810.78	1.000096	47	74
10/11/2011	0.0730%	0.000002001	\$5,297,043,763.83	1.000095	47	73
10/12/2011	0.0690%	0.000001891	\$5,293,521,651.01	1.000105	46	73
10/13/2011	0.0737%	0.000002020	\$5,277,992,030.45	1.000093	47	73
10/14/2011	0.0888%	0.000002432	\$5,266,320,901.55	1.000077	46	72
10/15/2011	0.0888%	0.000002432	\$5,266,320,901.55	1.000077	46	72
10/16/2011	0.0888%	0.000002432	\$5,266,320,901.55	1.000077	46	72
10/17/2011	0.1111%	0.000003044	\$5,269,314,589.24	1.000074	47	73
10/18/2011	0.1107%	0.000003032	\$5,251,250,057.59	1.000068	48	73
10/19/2011	0.0853%	0.000002337	\$5,252,550,405.07	1.000066	47	73
10/20/2011	0.0787%	0.000002156	\$5,225,925,066.75	1.000063	49	75
10/21/2011	0.0761%	0.000002084	\$5,180,432,430.76	1.000062	48	74
10/22/2011	0.0761%	0.000002084	\$5,180,432,430.76	1.000062	48	74
10/23/2011	0.0761%	0.000002084	\$5,180,432,430.76	1.000062	48	74
10/24/2011	0.0662%	0.000001815	\$5,171,690,688.16	1.000069	51	77
10/25/2011	0.0801%	0.000002195	\$5,218,836,221.67	1.000068	51	80
10/26/2011	0.0689%	0.000001888	\$5,223,678,778.61	1.000066	52	81
10/27/2011	0.0704%	0.000001929	\$5,245,728,535.17	1.000067	51	80
10/28/2011	0.0706%	0.000001935	\$5,200,837,753.78	1.000052	51	80
10/29/2011	0.0706%	0.000001935	\$5,200,837,753.78	1.000052	51	80
10/30/2011	0.0706%	0.000001935	\$5,200,837,753.78	1.000052	51	80
10/31/2011	0.0957%	0.000002621	\$5,191,742,744.46	1.000065	51	79
Average	0.0807%	0.000002212	\$5,239,865,855.93		47	74

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



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org



J.P.Morgan
Asset Management

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

RESOLUTION NO. 11-145

ACCEPT THE 2011 ANNUAL REPORT

WHEREAS, §370.261 of the Texas Transportation Code and §37 of the CTRMA Bylaws require that CTRMA file an annual report with the Commissioners Court of each county included in the Authority not later than March 31 following the conclusion of the preceding year; and

WHEREAS, CTRMA staff has provided the Board of Directors with a proposed 2011 Annual Report for its review.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby accepts the proposed 2011 Annual Report.

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number: 11-145
Date Passed: 11/7/2011

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

RESOLUTION NO. 11-146

Amendment to Executive Director Contract

WHEREAS, the Central Texas Regional Mobility Authority (“CTRMA”) was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et. seq.* (the “RMA Rules”); and

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

WHEREAS, after a thorough process the CTRMA Board of Directors selected Mike Heiligenstein to serve as the CTRMA’s Executive Director; and

WHEREAS, pursuant to Resolution No. 06-02, dated January 10, 2006, the Board of Directors approved entry into an employment contract with Mike Heiligenstein (the “ED Contract”) related to his employment as the CTRMA Executive Director; and

WHEREAS, pursuant to Resolution No. 09-60, dated August 26, 2009, the Board of Directors approved certain changes to the ED Contract and authorized execution of an Amended and Restated ED Contract reflecting those changes; and

WHEREAS, pursuant to Resolution No. 10-85.2, dated August 25, 2010, the Board of Directors approved an amendment to the Amended and Restated ED Contract to provide for an increase in compensation and payment of a bonus; and

WHEREAS, the Amended and Restated ED Contract provides for review of the Executive Director’s performance and compensation on or about every anniversary of the Amended and Restated ED Contract and at such other times as agreed upon by the parties thereto; and

WHEREAS, the Board of Directors has reviewed the Executive Director’s performance and has concluded that he has served the CTRMA well; and

WHEREAS, based on their evaluation of the Executive Director’s performance, the Board of Directors has determined that the Executive Director’s performance merits an increase in compensation and payment of a bonus and that the Amended and Restated ED Contract should be amended to reflect those changes, along with the additional changes in contract terms summarized in Attachment “A”.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the changes to the Executive Director's compensation and benefits summarized in Attachment "A"; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Chairman to execute an amendment to the Amended and Restated ED Contract incorporating the changes summarized in Attachment "A".

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

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 11-146
Date Passed 12/07/11

Attachment "A"

**PROPOSED REVISIONS TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN
CTRMA AND MIKE HEILIGENSTEIN**

The following are new or modified terms to be included in an amendment to the Executive Director's current employment contract. Terms not addressed below will remain the same.

- Base Salary: \$242,069 per year (5% increase over current Base Salary) effective January 1, 2011.
- Term: Current term ends January 10, 2012; extend term four years such that new termination date will be January 10, 2016.
- Deferred Compensation: \$38,000 (payable upon first anniversary date of extended term), with future deferred compensation at the discretion of the Board. Consistent with the contract, deferred compensation payments may be received in the form of (i) a discretionary employer contribution to the CTRMA's retirement plan; and/or (ii), if so elected by the Employee, a deferral contribution to Employee's deferred compensation plan account.
- Additional/Post-employment Health Benefits: Beginning January 10, 2012, Employee shall be entitled to either (i) an annual employer contribution to a Code Section 401(h) account or similar retiree health account; or (ii) a payment to be used solely for health expenses, in an amount equal to the maximum annual single employee contribution to a Health Savings Account, subject to all limits imposed under Code Section 401(h).
- Vacation: Five weeks of paid vacation in first year of extended term; one additional week in each of the second and fourth years of the contract term.
- Personal Leave: Seven days of paid personal leave and ten days of sick leave annually. Additional sick leave provided by mutual agreement. Payment for unused time to be per CTRMA policy.
- Additional Benefits: Annual payment of \$7500 for dependent or non-dependent college tuition and room and board expenses, financial plan maintenance, legal advice/counsel, document preparation, and non-covered medical and dependent care expenses.
- Termination of employment without cause: Employee shall be entitled to receive as severance compensation the Base Salary for 540 days.