

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

RESOLUTION NO. 14-062

**APPROVING AN UPDATED LIST OF FINANCIAL INSTITUTIONS AND
BROKERS AUTHORIZED TO PROVIDE INVESTMENT SERVICES TO
THE MOBILITY AUTHORITY.**

WHEREAS, Article 1 (Investment Policy), Chapter 2 (Finances) of the Policy Code establishes the Mobility Authority's investment policy in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code; and

WHEREAS, Sec. 201.011 of the Policy Code provides that "financial institutions and qualified brokers authorized to provide investment services and engage in investment transactions with the authority" shall be approved by a separate resolution adopted by the Board of Directors; and

WHEREAS, the current list of brokers authorized by the Board of Directors was established by Resolution No. 14-007, dated January 29, 2014; and

WHEREAS, the Executive Director, Chief Financial Officer, and Controller recommend that the Board update and restate the list of financial institutions and authorized brokers to include the firms named on the list of Financial Institutions and Authorized Investment Brokers attached as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the firms included on the list of Financial Institutions and Authorized Investment Brokers attached as Exhibit 1 are hereby authorized to provide investment services and engage in investment transactions with the Mobility Authority.

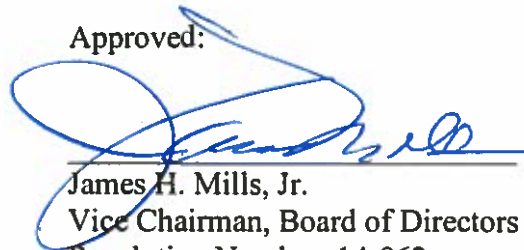
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-062
Date Passed: 9/24/14

EXHIBIT 1 TO RESOLUTION 14-062
FINANCIAL INSTITUTIONS AND
AUTHORIZED INVESTMENT BROKERS

Coastal Securities
206 Wild Basin Road, Suite 109
Austin, Texas 78746

JPMorgan Chase Securities, Inc.
1717 Main Street, Lower Level 1
Dallas, TX 75201

Gilford Securities Incorporated
777 Third Avenue
New York, NY 10017

First Allied Securities, Inc.
655 West Broadway, 12th Floor
San Diego, CA 92101

First Empire Securities
100 Motor Parkway, 2nd Floor
Hauppauge, NY 11788

First Southwest Company
325 North Saint Paul, 8th Floor
Dallas, TX 75201

Bank of America Securities
One Bryant Park, 4th Floor
New York, NY 10036

Morgan Asset Management (Regions Bank)
500 North Akard Street, Ste. 100
Dallas, TX 75201

Regions Bank
100 Congress Avenue
Austin, TX 78701

Alamo Capital
201 N. Civic Drive, Suite 145
Walnut Creek, CA 94596

Oppenheimer & Co. Inc.
85 Broad Street, 22nd Floor
New York, NY 10004

Multi-Bank Securities, Inc.
1000 Town Center #2300
Southfield, MI 48075

Stifel, Nicolaus & Company, Inc.
6075 Poplar Avenue, Suite 628
Memphis, TN 38119

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

RESOLUTION NO. 14-063

**AUTHORIZING ISSUING A REQUEST FOR QUALIFICATIONS FROM
FIRMS INTERESTED IN PROVIDING INVESTMENT BANKING SERVICES
TO THE MOBILITY AUTHORITY.**

WHEREAS, the Executive Director, with the recommendation of the Chief Financial Officer and financial advisor, recommends that the Mobility Authority provide an opportunity for additional firms who are interested in providing investment banking services to become qualified to provide those services to the Mobility Authority and be included in the list of approved financial institutions and brokers.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director and staff to develop, issue, and process a request for qualifications ("RFQ") consistent with the procurement policies to solicit responses from investment banking firms interested in being included in the pool; and

BE IT FURTHER RESOLVED, that the Executive Director and staff shall implement a process to review responses to the RFQ and develop recommendations to the Board for qualified firms to be added to the pool, and shall present those recommendations to the Board for final approval.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number 14-063
Date Passed 9/24/14

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

RESOLUTION NO. 14-064

**APPROVING INSTALLATION BY THE CITY OF CEDAR PARK OF
A MONUMENT IN THE 183A RIGHT-OF-WAY.**

WHEREAS, the use of Mobility Authority right-of-way is primarily reserved for the development and operation of safe, efficient, transportation projects to benefit residents and travelers in the Central Texas region; and

WHEREAS, by Resolution No. 13-078, effective December 18, 2013, the Board amended the Mobility Authority Policy Code to establish a process for review and approval of proposed monuments on Mobility Authority right-of-way; and

WHEREAS, the City of Cedar Park submitted its application to locate and maintain a monument on 183A right-of-way, a copy of which (not including attachments) is attached as Exhibit 1; and

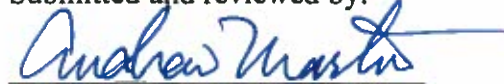
WHEREAS, after review of the application and determining that the proposed monument materially complies with the standards established under the Policy Code, the Executive Director recommends approval of the City of Cedar Park's application to install and maintain a monument in the Mobility Authority's 183A right-of-way.

NOW THEREFORE BE IT RESOLVED, that the Board hereby approves the City of Cedar Park's application for a monument to be located in the 183A right-of-way, as detailed and described in the application attached as Exhibit 1 and on file with the Mobility Authority, and hereby grants the waiver from the maximum height limit requested in Paragraph 4 of the application; and

BE IT FURTHER RESOLVED, the Executive Director is authorized to promulgate and execute a monument license agreement with the City of Cedar Park in accordance with Section 301.039 of the Policy Code and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number 14-064
Date Passed 9/24/14

EXHIBIT 1 TO RESOLUTION 14-064
CITY OF CEDAR PARK MONUMENT APPLICATION

[on the following 3 pages]

Application for Approval for a
Gateway Monument
on Mobility Authority Right-of-Way

Name of Local Government Entity filing this application (the "LGE"):	
Person Authorized to file this application:	
Name:	Garret Bonn
Title:	Project Manager – Engineering Dept.
Mailing Address:	450 Cypress Creek, Building 1
City; Zip Code:	Cedar Park, TX 78613
Desk Phone #:	512.401.5356
Cell Phone #:	512.653.8476
Fax Phone #:	512.258.6083
Email:	garret.bonn@cedarparktexas.gov

The undersigned hereby certifies the following on behalf of the above LGE:

1. The LGE has reviewed and understands the *Gateway Monument Guidelines* attached to this application form.
2. The governing body of the LGE has approved the proposed design and location of the monument included with this application and has authorized the filing this application.
3. This application includes all information required to be submitted under Section 4 of the *Gateway Monument Guidelines*, and has been prepared, signed, and sealed by a licensed landscape architect, architect, or professional engineer engaged or employed by the LGE. Appropriate plans and text that collectively show compliance with all requirements of the *Gateway Monument Guidelines* shall be submitted as an attachment to and incorporated into this application.

4. To the best of knowledge of the LGE, the monument is designed to comply and does comply with all Design Standards established by Section 5 of the *Gateway Monument Guidelines*, except for the following standard(s) for which the LGE hereby requests a waiver from compliance with the standard(s) from the Mobility Authority Board of Directors:

The proposed sign is part of a family of City of Cedar Park welcoming signs planned to be located at numerous gateways into the City. The design was created and refined over the course of a year through a public process that was guided by a specially appointed City of Cedar Park design review steering committee. The sign was also presented to the citizens of Cedar Park for comments through a series of public meetings, display at community facilities and on the City website. Through this design process, the proposed sign was approved by residents, the Cedar Park 4B Board and the City Council.

The City approved signage is designed in a vertical manner to improve visibility from adjacent roadways while providing an alternative to traditional, horizontal monument signs. The first sign was built along the north side of RM 1431, west of Sam Bass Road. The primary structure of the sign is a tiered, masonry monument with the tallest part of monument extending to 18' tall. A two foot wide by 10 inch deep sign panel of the sign extends to 24' in height. The applicant is requesting a waiver for the 2 foot wide panel that extends above the 20' maximum height limit.



5. The LGE understands and will accept all responsibilities to be assumed and performed by the LGE if the monument application is approved, as established by the Mobility Authority Policy Code and the attached *Gateway Monument Guidelines*, as those policies and guidelines may be revised from time to time, including without limitation the following:

- The LGE agrees that it will pay all expenses incurred for design, construction, provision of utilities, maintenance, access for maintenance, and, if required, removal of the monument if this application is approved by the Board of Directors; and
- The LGE agrees it will pay the actual costs incurred by the Mobility Authority for review and analysis required for Board consideration of a monument application; and that full payment of those actual costs is required before the Mobility Authority will execute the Monument License Agreement required to begin any construction associated with the approved monument.

APPLICANT:

City of Cedar Park



By:

Title: Project Manager

Date: 8/12/14

Attachment: *Gateway Monument Guidelines*

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

RESOLUTION NO. 14-065

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT
TO THE ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT
OF TRANSPORTATION FOR THE MOPAC SOUTH PROJECT.**

WHEREAS, by Resolution No. 12-036, dated May 30, 2012, the Board authorized the Executive Director to negotiate and execute an advance funding agreement (“the Agreement”) with the Texas Department of Transportation (“TxDOT”) for funding for project development activities for the Mopac South Project, and that Agreement was subsequently executed; and

WHEREAS, the Mobility Authority and TxDOT have discussed an amendment to the Agreement under which TxDOT may provide additional financial assistance for the MoPac South project, specifically related to the proposed improvements to the MoPac intersections with Slaughter Lane and La Crosse Avenue.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to negotiate and execute an amendment to the advance funding agreement with the Texas Department of Transportation for funding related to development of the MoPac South Project, specifically related to the proposed improvements to the MoPac intersections with Slaughter Lane and La Crosse Avenue.

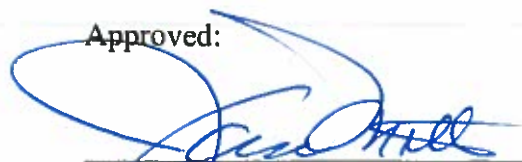
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-065
Date Passed: 9/24/2014

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

RESOLUTION NO. 14-066

**APPROVING A SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS
NORTH AMERICA, INC. FOR GENERAL ENGINEERING CONSULTANT SERVICES
ON THE MANOR EXPRESSWAY PROJECT.**

WHEREAS, Atkins North America, Inc., (“Atkins”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, Atkins provides general engineering consultant support services to the Mobility Authority for the Manor Expressway Design/Build Comprehensive Development Agreement; and

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed supplement to the work authorization for Atkins to provide continued general engineering consultant services for the Manor Expressway Project; and

WHEREAS, the Executive Director recommends approval of the proposed supplement to the work authorization attached as Exhibit 1.

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

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed supplement to the work authorization in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-066
Date Passed: 9/24/2014

EXHIBIT 1 TO RESOLUTION 14-066

**SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC.**

[on the following 9 pages]

EXHIBIT D
WORK AUTHORIZATION

Supplement No. 4 to Work Authorization No.1

This Work Authorization is made as of this 1st day of September, 2014, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and Atkins North America, Inc. (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*Manor Expressway
Oversight Services*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

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

Not applicable.

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

Please reference Attachment A – Services to be Provided by the GEC

Section B. - Schedule

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

Services defined herein are expected to be substantially complete within sixteen (16) months from the date this Supplement becomes effective. This Supplement 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 \$979,740, based on Attachment B -Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 1 from \$37,189,525.34 to \$38,169,265.34. Compensation for Direct Expenses under this Supplement which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with

local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$30,250.00 (with \$1,890.62 to be invoiced monthly). Profit will be 12% for all services. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

Please reference Attachment A – Services to be Provided by the GEC

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
SUPPLEMENT NO. 4 TO
WORK AUTHORIZATION NO. 1
ATKINS

ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC

MANOR EXPRESSWAY PROJECT

1.0 Maintenance Management [Preliminary Engineering Code 13110]

Total Routine Maintenance Contractor Procurement

- 1.1 Project Management - Develop a management plan for the procurement of a total routine maintenance contractor. This will entail working closely with the Mobility Authority in the preparation of a procurement process and reasonable time schedule to define progress achievement milestones between issuance of RFDP and the issuance of Notice(s) to Proceed. This schedule will allow sufficient time for all elements of the procurement process, including: development of the RFDP; assessment of the Detailed Proposals; selection of the lowest responsible bidder or best value proposer; and negotiation of the terms and execution of the maintenance contract. The schedule will also allow sufficient time for development of a Memorandum of Understanding and an Interlocal Agreement with TxDOT whereby the Mobility Authority will be reimbursed monthly by the Department for routine maintenance services on those facilities adjacent to Mobility Authority tolled projects, namely non-tolled frontage roads/general purpose lanes.
- 1.2 Preliminary Draft RFDP - Develop the main sections of the Preliminary Draft RFDP. The main sections will include:
 - 1.2.1 Draft Instructions to Proposers – This section will contain relevant information to the shortlisted Proposers regarding the project and their associated submittals, including: an introduction and summary of the project; scope of services to be requested; Contractor team and personnel requirements; bonding requirements; a procurement schedule defining the major milestone dates; detailed description of the procurement process which the Mobility Authority will utilize during the review and evaluation of the responses to the RFDP; detailed information pertaining to the Proposal delivery, content, and format; Proposal evaluation criteria and weighting;
 - 1.2.2 General Notes – This section will contain scope and technical requirements intended to apply specifically to the development and implementation of the project.
 - 1.2.3 Special Provisions – This section will contain detailed information, specifications, and associated guidance intended to apply to the development and implementation of the project.
 - 1.2.4 Special Specification – This section will contain detailed information, specifications, and associated guidance intended to apply to the development and implementation of the project. The focus of this section will be on the Total Routine Maintenance specification, which will contained detailed information for the performance of complete roadway maintenance, including all existing appurtenances and future additions within the right of way. Detailed

requirements will include provisions for tolled mainlanes, frontage roadways, shoulders, ramps, intersections, roadsides, bridges, drainage structures, illumination, landscaping, snow and ice control, aesthetics, signing, sign structures, traffic signals, and buildings/facilities.

- 1.2.5 Maintenance Maps – A complete set of maintenance maps will be developed that will delineate areas that are to be maintained by the Contractor, and areas that are to be maintained by others. Callouts are to include mainlane pavement, frontage road/general purpose lane pavement, bridges, mow areas, sidewalks/shared use paths, landscaping/planting areas, environmentally sensitive areas, stockpiled areas, and facilities/buildings.
- 1.3 Project Cost Estimates – Prepare an estimate of probable maintenance costs which will include quantity/cost for all major components of work.
- 1.4 Coordination Meetings - Plan, organize, and administer a series of weekly document reviews with the Mobility Authority and co-GEC to ensure completeness. Update the Draft RFDP by incorporating comments gathered through the extensive weekly document reviews.
- 1.5 Final RFDP – Facilitate the industry review of the Draft RFDP.
 - 1.5.1 Prepare correspondence for the Mobility Authority formally issuing the Draft RFDP to the shortlisted Proposers for their review and comment. An Industry Review workshop will be held with all shortlisted Proposers to discuss the general elements of the Draft RFDP.
 - 1.5.2 Individual one-on-one meetings will also be held with each of the shortlisted Proposers, as required by the Mobility Authority, to discuss specific comments.
 - 1.5.3 Working jointly and cooperatively with the Mobility Authority, compile industry review comments and meeting documentation. Based on discussions with Mobility Authority staff and legal counsel, a Final RFDP will be prepared by incorporating applicable industry review comments into the Draft RFDP.
 - 1.5.4 Coordinate with the Texas Department of Transportation (TxDOT). The GEC will attend meetings with the Mobility Authority to present the Final RFDP to TxDOT. Written comments will be formally requested. Comments received will be discussed with the Mobility Authority staff and legal counsel to obtain their approval prior to modifying the Final RFDP.
 - 1.5.5 Prepare correspondence for execution by the Mobility Authority distributing the Final RFDP to shortlisted/qualified Proposers.
- 1.6 Proposal Review Support - Working with the Mobility Authority staff, develop a detailed and thorough procedure and methodology for evaluating final Proposal elements to be submitted by the shortlisted Proposers. The evaluation procedure and methodology will either utilize a modified 2-step “Lowest Responsible Bidder” methodology or “Best Value” methodology. Both methodologies will require detailed reviews by a technical subcommittee approved by the Mobility Authority. Upon completion of the individual technical subcommittee team member’s evaluation/scoring, an average of all score will be prepared for each Proposal. The GEC will prepare documentation of the findings resulting from the evaluation. The GEC will also prepare final reports summarizing the deliberations, actions, and recommendations of the committee and the Board relative to the review and consideration of the Proposals and their final selection.
- 1.7 Procurement Contracting Support – Complete various contracting phase efforts associated with the Total Routine Maintenance Contractor procurement. Assist in negotiating the final

agreement language and reviewing insurance and bond documents. Conduct debriefings on behalf of the Mobility Authority, under the guidance of general counsel, for proposers to the RFDP that were not selected to enter CDA with the Mobility Authority.

- 1.8 Memorandum of Understanding (MOU) – Prepare MOU between CTRMA and TxDOT. This document will identify the roles and responsibilities of CTRMA and TxDOT regarding routine maintenance that will be accomplished through a performance based maintenance contract.
- 1.9 Interlocal Agreement (ILA) – Prepare ILA between CTRMA and TxDOT. This document will identify the roles and responsibilities of CTRMA and TxDOT regarding routine maintenance that will be accomplished through a performance based maintenance contract. In addition, this agreement will define scope, budget, and outline reimbursement terms, specifically the monthly reimbursement payments by TxDOT to the Mobility Authority.

2.0 Traffic Management Center [GEC 3.1 Operations Center Support Code 71331]

Implementation and Staffing

2.1 Traffic Management Center Implementation - Work closely with the Mobility Authority in the implementation of the new Traffic Management Center (TMC). The TMC will be responsible for the monitoring and control of traffic on the Mobility Authority system. The TMC will serve numerous functions: (1) Detection, verification, and active management of incidents which reduce roadway capacity; (2) Distribution of information to travelers; and (3) Optimization of roadway capacity through active strategies such as managing toll rates. Additional functions, such as motorist assistance patrols, may be managed from within the TMC. GEC responsibilities for implementation of the TMC will entail the following:

- 2.1.1 Daily Operations - Develop daily operations procedures to include management center functions, personnel list/organization charts, hours of operations, staffing, after-hours/on-call roster, remote operations procedures, security procedures, maintenance checklist, startup/shutdown procedures, failure recovery, agency/jurisdictional contact list, notification procedures, and policies for contact with media
- 2.1.2 Control System Operation Procedures - Develop control system operation procedures that detail day-to-day electronic hardware and software system operation. Documentation will include operator interface information, operational procedures, and incident management procedures
- 2.1.3 Maintenance Procedures - Develop electronic hardware and software system maintenance of operations center related equipment. This document will address routine maintenance (typical daily checks, adjustments, and minor component replacement), preventative maintenance, spare/backup equipment inventory, emergencies, and contract maintenance.
- 2.1.4 System Operations Logs – Develop description of procedures and manual and automated logs associated with documenting system operations. Logs will include operations, maintenance, events, system reports, traffic data, and risk management
- 2.1.5 Concept of Operations - Develop Concept of Operations which will describe the functions of the TMC and how they will be performed. This document will include traffic control concept strategies, traffic monitoring, data analysis and warehousing, interagency coordination, and emergency procedures

- 2.1.6 Control Center Description/System Field Devices - Develop Control Center Description/System Field Devices Plan that documents location, access/security, layout, fire suppression, power source/location, HVAC, data communications, voice communications, network communications, and field device descriptions.
- 2.1.7 System Documentation – Develop a secure system for storing all system documents, vendor maintenance documents, and procedures for updating maintenance document bibliography.
- 2.1.8 Facility Security/Access Control – Create business processes, forms, logs, and operating procedures for the issuance of access control badges to Mobility Authority staff/consultants/contractors and oversee issuance of badges by center staff. Monitor access control system performance and maintenance; report outages; coordinate system repairs.
- 2.2 Budgeting - Develop detailed annualized cost estimate for funding of necessary operations, maintenance, and renewal and replacement elements for the traffic management system, safety, security, and enforcement, and incident management
- 2.3 Interlocal Agreements and Contracts - Review all service interlocal agreements and contracts associated with the Mobility Authority traffic operations, including law enforcement, courtesy patrols, wrecker services, maintenance contractors, TxDOT, and the system integrator. Review any Mobility Authority commitments made to the Board, stakeholders, or the community. Prepare the Mobility Authority for negotiations for services and interaction with local/regional authorities and partners. Develop and manage new Interlocal Agreements and Contracts to support efficient traffic operations and incident clearance.
- 2.4 Incident Management - Analyze data sources to determine and project incident volumes on the Mobility Authority system. Develop emergency and incident reporting procedures.
- 2.5 Mobility Authority traffic management business plan – Working with the Mobility Authority, determine the service level that will be provided for items such as courtesy patrols, dedicated wreckers, and HazMat services for each facility. This task will include assessing and possibly expanding wrecker services. This task may also include the development of Memorandum of Understandings and/or interlocal agreements to enhance response beyond standard service levels for the system.
- 2.6 Police Services –Reach out to local law enforcement to enhance working relationship, educate officers on toll road/managed lane operations, collaborate in educating customers on managed lanes, and increase police visibility.
- 2.7 Interagency Exchange - Investigate traffic management centers at other agencies. This task will entail interagency exchange of information through phone and email correspondences, as well travel to the various TMCs to see first-hand how the facilities are operated.
- 2.8 Traffic and Incident Management Dashboard—Develop reports for Mobility Authority executive administration and staff.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
Atkins - Man-hour Breakdown & Fee Estimate
290E Corridor GEC Services

ATKINS - Supplemental Work Authorization #4 to Work Authorization #1

290E Corridor GEC Services

TASK	<u>SUBTOTAL</u> Labor + Overhead + Profit	<u>SUBTOTAL</u> Direct Expenses	<u>TOTAL</u>
290E Corridor GEC Services			
1.0 Maintenance Management	\$ 472,011	\$ 15,000	\$ 487,011
2.0 Traffic Management Center	\$ 477,477	\$ 15,250	\$ 492,727

Subtotals	\$ 949,488	\$ 30,250	\$ 979,738
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TOTAL (rounded) \$ 979,740

Attachment B - Fee Estimate

290E Corridor GEC Services

290E Corridor GEC Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)							TOTAL HRS
	A	B	C	D	E	F		
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00		
1.0 Maintenance Management								
Total Routine Maintenance Contractor Procurement								
1.1 Project Management	16	40	180				236	
1.2 Preliminary Draft RFDP	40	180	450	350	300	20	1340	
1.3 Project Cost Estimates	16	24	40	180	180	20	460	
1.4 Coordination Meetings	40	36	100				176	
1.5 Final RFDP		40	180	160			380	
1.6 Proposal Review Support	16	40	60				116	
1.7 Procurement Contracting Support		40	60	20			120	
1.8 Memorandum of Understanding		24	40	8			72	
1.9 Intercal Agreement	16	24	60				100	
TOTAL DIRECT LABOR	144	448	1170	718	480	40	3000	
<i>% Total by Classification</i>	<i>4.80%</i>	<i>14.93%</i>	<i>39.00%</i>	<i>23.93%</i>	<i>16.00%</i>	<i>1.33%</i>		
Labor Costs	\$ 11,520	\$ 31,360	\$ 70,200	\$ 32,310	\$ 16,800	\$ 1,000	\$ 163,190	
Overhead Costs	1.5825 \$ 18,230	\$ 49,627	\$ 111,092	\$ 51,131	\$ 26,586	\$ 1,583	\$ 258,248	
Profit	12.0% \$ 3,570	\$ 9,718	\$ 21,755	\$ 10,013	\$ 5,206	\$ 310	\$ 50,573	
Total Loaded Labor	\$ 33,320	\$ 90,706	\$ 203,046	\$ 93,453	\$ 48,592	\$ 2,892	\$472,011	
Direct Expenses								
Plotting and Reproduction	\$ 1,500							
Mail and Deliveries	\$ 500							
Misc Expenses	\$ 2,000							
Travel and Field Expenses	\$ 11,000							
Total Direct Expenses	\$ 15,000							

Total \$ 487,011

Attachment B - Fee Estimate

290E Corridor GEC Services

290E Corridor GEC Services

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
2.0 Traffic Management Center							
2.1 Traffic Management Center Implementation		900	225	60			1185
2.2 Budgeting		400	40	40			480
2.3 Interlocal Agreements and Contracts		60	60	60			180
2.4 Incident Management		160	20	20			200
2.5 Business Plan		40	24	24			88
2.6 Police Services		150					150
2.7 Interagency Exchange		70	70	24			164
2.8 Traffic and Incident Management Dashboard		40		24			64

TOTAL DIRECT LABOR	0	1820	439	252	0	0	2511
% Total by Classification	0.00%	72.48%	17.48%	10.04%	0.00%	0.00%	
Labor Costs	\$ -	\$ 127,400	\$ 26,340	\$ 11,340	\$ -	\$ -	\$ 165,080
Overhead Costs	1.5825	\$ -	\$ 201,611	\$ 41,683	\$ 17,946	\$ -	\$ 261,239
Profit	12.0%	\$ -	\$ 39,481	\$ 8,163	\$ 3,514	\$ -	\$ 51,158
Total Loaded Labor		\$ -	\$ 368,492	\$ 76,186	\$ 32,800	\$ -	\$ 477,477

Direct Expenses	
Plotting and Reproduction	\$ 750
Mail and Deliveries	\$ 500
Misc Expenses	\$ 2,000
Travel and Field Expenses	\$ 12,000
Total Direct Expenses	\$ 15,250

Total \$ 492,727

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

RESOLUTION NO. 14-067

**APPROVING A SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS
NORTH AMERICA, INC., TO PROVIDE GENERAL ENGINEERING CONSULTANT
SERVICES ON THE BERGSTROM EXPRESSWAY PROJECT.**

WHEREAS, Atkins North America, Inc., (“Atkins”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, Atkins provides general engineering consultant support services to the Mobility Authority for the Bergstrom Expressway Project; and

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed supplement to the work authorization for Atkins to provide continued general engineering consultant services for the Bergstrom Expressway Project; and

WHEREAS, the Executive Director recommends approval of the proposed supplement to the work authorization attached as Exhibit 1.

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

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed supplement to the work authorization in the form or substantially the same form as Exhibit 1.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-067
Date Passed: 9/24/2014

EXHIBIT 1 TO RESOLUTION 14-067

**SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC.**

[on the following 16 pages]

EXHIBIT D
WORK AUTHORIZATION

Supplement No. 4 to Work Authorization No.2

This Work Authorization is made as of this 1st day of September, 2014, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and Atkins North America, Inc. (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*Bergstrom Expressway
Oversight Services*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

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

Not applicable.

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

Please reference Attachment A – Services to be Provided by the GEC

Section B. - Schedule

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

Services defined herein are expected to be substantially complete within ten (10) months from the date this Supplement becomes effective. This Supplement 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 \$4,274,800, based on Attachment B -Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 2 from \$8,169,122 to \$12,443,922. Compensation for Direct Expenses under this Supplement which are incurred as part of normal business operations (i.e., internal document reproduction, internal plotting, travel and parking associated with local

meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$128,250 (with \$12,825 to be invoiced monthly). Profit will be 12% for all services. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

Please reference Attachment A – Services to be Provided by the GEC

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility
Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**SUPPLEMENT NO. 4 TO
WORK AUTHORIZATION NO. 2
ATKINS**

**ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC**

BERGSTROM EXPRESSWAY (183 SOUTH) PROJECT

1.0 Preliminary Engineering [Code 13110]

Schematics and Exhibits

- 1.1 TxDOT Support: Provide engineering support as directed by the Mobility Authority for the review and updates to the corridor exhibits and schematic.
- 1.2 Design Verification: Provide a cursory review of the current TxDOT Design to ensure that all elements of the schematic conform to current standards. Develop a list of non-conformance elements and provide recommendations to the Mobility Authority. Develop a design notebook which notes the results of the design.
- 1.3 Design Modifications: Update the design schematic incorporating alternative design modifications as directed by the CTRMA. Provide engineering support as directed by the Mobility Authority for changes in design associated NEPA, context sensitive solutions, community and stakeholder input. Address all non-conformance elements as directed by the Mobility Authority.
- 1.4 Shared Use Path: Provide a cursory review of the current TxDOT Design to ensure that a Shared Use Path can be incorporated into the Design. Provide recommendations to the locations of the Shared Use Path. Incorporate the proposed design as directed by the Mobility Authority.
- 1.5 Tree Alternative Design: Evaluate designs that lessen the impacts to specific trees within the corridor.
- 1.6 Mobility Improvements associated with Logical Termini. Evaluate and update the design of the TxDOT proposed Mobility improvement at the south end of the project (SH 71).
- 1.7 Preliminary Cross-sections: Develop cross-sections including limits of construction in order to evaluate the ROW footprint. Provide comments and recommendations to the Mobility Authority.
- 1.8 Design Evaluations/Reference Documents: Provide engineering support as directed by the Mobility Authority to further evaluate existing reference documents in support of the Design-Build Procurement team.

2.0 Final Design Services [Code 13310]

- 2.1 AT&T Design: Prepare civil and cable/conduit print design for AT&T in an effort to advance critical utility relocations.
- 2.2 Review existing utility information for conflicts with preliminary roadway configuration, conduct a utility conflict analysis, and provide a conceptual utility relocation plan.

- 2.3 Represent the Authority in coordination efforts related to utility matters; includes coordination with Utility Companies and TxDOT Utility staff.
- 2.4 Prepare and maintain schedules which will identify utility ownership and include milestones and operations and activities pertinent to each assigned project.

3.0 Right-of-Way Acquisition & Relocation Services [Code 13410]

3.1 Maps & Documents

- 3.1.1 Prepare right-of-way maps and documents.
- 3.1.2 Review completed right-of-way maps and documents to ensure all necessary information is provided prior to initiating acquisition efforts.

3.2 Appraisals

- 3.2.1 Obtain title reports for parcels to be acquired; the title reports will be preliminarily reviewed for accuracy, ownership verification, to determine if there are any existing liens or encumbrances which may prohibit the owner from conveying clear title.
- 3.2.2 Conduct appraisals to determine the fair market value of the property to be acquired; appraisals will contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his or her opinion of value.
- 3.2.3 Conduct review appraisals to confirm that the appraisal has been completed in accordance with defined specifications/procedures and follows accepted appraisal principles/techniques; contains information and consideration of all compensable items, damages, and benefits; and includes written approval of the fair market value contained in the appraisal.
- 3.2.4 Conduct environmental site assessments, prior to acquisition of real property, on certain parcels to determine the potential of, and extent of liability for hazardous substances or other environmental remediation or injury. This includes a determination of the absence or presence of hazardous substances, as well as conditions that indicate an existing or past release.

3.3 Negotiations / voluntary settlement

- 3.3.1 Provide written notification, consistent with Federal regulations, to affected property owners stating the Authority's intent to acquire right-of-way; this correspondence will also inform the affected property owners of the basic protections provided to them by law.
- 3.3.2 Develop offer letter and participate in a meeting with the affected property owner to present the offer.
- 3.3.3 Participate in negotiations with the affected property owner; documentation of ALL negotiations will be maintained in writing in a negotiators log.
- 3.3.4 In the event that negotiations result in a voluntary settlement acceptable to both parties, assemble a closing package containing all documents necessary to timely process the acquisition and relocations checks necessary for closing.

3.4 Relocation Assistance Services

- 3.4.1 Conduct determination of relocation benefits, consistent with the Uniform Relocation Act, for both residential and business relocations.

3.5 Right of Way status Tracking

- 3.5.1 Track status of Appraisals, Offers, Counter Offers, Condemnation, property management services and relocation assistance in both dollars and schedule.

4.0 Project Oversight – Pre-Construction [Code 13710]

Project Management

4.1 Project Management

- 4.1.1 Provide staff to manage the daily activities of the project.
- 4.1.2 Serve as the primary contact between the Mobility Authority, TxDOT, design consultants, third party consultants, utility companies, public agencies, and the general public.

4.2 Project Management Plan (PMP)

- 4.2.1 Develop the corridor specific PMP's in accordance with FHWA published Guidance Documents.

4.3 Document Control

- 4.3.1 Implement document control plan
- 4.3.2 Maintain project files for the length of the project
- 4.3.3 Transfer project files to the Mobility Authority upon completion of the work or as directed by the Mobility Authority

4.4 Sub-Consultant Coordination, Work Authorization Management and Invoicing.

4.5 Project Reporting

- 4.5.1 Provide updates to the Mobility Authority on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- 4.5.2 Provide Project Administrative support staff to track, monitor, evaluate and report on contracts and budgets.
- 4.5.3 Provide Project Administrative support staff to track, monitor, and prepare reports on DBE/HUB utilization by Prime and Segment Designers, and DBE/HUB programs.
- 4.5.4 Prepare a Quarterly Report with an Executive Summary that provides a comprehensive summary of the monthly reports and the overall program progress.

4.6 Project Scheduling

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

- 4.6.3 Provide updates of schedules at the appropriate stages of the project and shall provide an assessment of schedules provided by applicable third parties for integration into the Master Project Schedule.

4.7 Project Development Support

- 4.7.1 Loan and/or Grant Applications: Assist the Authority in the development of loan and/or grant applications (i.e. TIFIA Application).
- 4.7.2 Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to engineering assistance, general technology assistance, general environmental coordination reports, research, and presentations.
- 4.7.3 Traffic Modeling: Conduct peer review of the CORSIM and/or VISSIM Traffic Models and provide summary of suggestions.
- 4.7.4 TxDOT Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and TxDOT, as directed by the Authority.
- 4.7.5 Agency Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and Agencies, as directed by the Authority.
- 4.7.6 Project Agreements: Assist in the development and review of various agreements necessary such as the Project Development Agreement (PDA), Advance Funding Agreement (AFA), Financial Assistance Agreement (FAA), etc.; generation of agreement exhibits; review of agreement drafts; and TxDOT coordination support, as directed by the Authority.
- 4.7.7 DBE Outreach support as requested by the Authority.

4.8 Financial Planning Support

- 4.8.1 Operation, Maintenance, and Renewal & Replacement Estimates
 - 4.8.1.1 Develop and/or update GEC's opinion of probable operations cost estimates using either a Sketch Level approach (assumed per transaction costs based on average operations cost of similar toll systems) or a Level 1 approach (estimate actual quantities for various elements of toll operations, enforcement and incident management and applying anticipated unit prices to opening year with an escalation over an established periods of time)
 - 4.8.1.2 Develop and/or update GEC's opinion of probable annual/routine maintenance cost estimates using either a Sketch level approach (an estimated per centerline mile cost based on facility type which considers the number of lanes, pavement material and location) on a Level 1 approach (estimated quantities for the various elements of the maintenance efforts and applying anticipated unit prices to opening year cost with escalation over an established period of time)
 - 4.8.1.3 Develop and/or update GEC's opinion of probable renewal & replacement budget cost estimates (non-routine estimates) using either a Sketch Level approach (an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (identification of long-term, periodic maintenance replacement schedule, estimation of quantities, and apply escalation to the appropriate replacement years.)

- 4.8.2 **Project Cost Estimates:** Prepare an estimate of probable construction costs which will include quantity/costs for all major components of work. Prepare estimate for total project cost which will include: program management, preliminary engineering, final engineering, right-of-way, environmental compliance/mitigation, construction, toll collection systems, utility relocation, and CE&I, and financing.
- 4.8.3 **Cost Estimate Review Workshop:** Prepare for and conduct cost estimate review workshop as required by FHWA on “major projects”.
- 4.8.4 **Initial Finance Plan:** Develop an Initial Finance Plan as required by FHWA on “major projects”.
- 4.8.5 **Engineer’s Report:** Prepare an Engineer’s Report which includes the project scope, schedule and budget to be included in the Official Statement.
- 4.8.6 **Financial Advisor Support / Financial Plan Development:** Provide financial advisor support necessary for the Authority to conduct financial programming including but not limited to cost estimating, financing techniques, shortfall mitigation techniques, and funding contingency plan.

4.9 Conceptual Operations Plan

- 4.9.1 Prepare a preliminary draft Conceptual Operations Plan which will establish the basic framework for operations of the facility including a basic definition of systems architecture for ITS and toll collection, incident management, safety and enforcement, maintenance. The plan will include roles and responsibilities of the various agencies.

5.0 Public Involvement / Outreach [Code 13750]

- 5.1 Prepare a comprehensive mailing list of adjacent property owners which may include additional property owners defined by the Mobility Authority
- 5.2 Distribute invitations based on comprehensive mailing lists
- 5.3 Support the Mobility Authority in the development and maintenance of the Project Website.
- 5.4 Support the Mobility Authority in the development of miscellaneous public involvement materials including but not limited to fact sheets, stake holder lists, advertisements, and news letters
- 5.5 Stakeholder and Public Outreach support as requested by the Authority. Facilitate and prepare documents for public and stakeholder outreach including but not limited to meeting notes, sign-in sheets, and plan view exhibits (Scroll type). Provide staff to support as needed for each meeting.
- 5.6 Develop 3D roadway animation incorporating schematic and context sensitive designs as directed by the Mobility Authority.
- 5.7 **Public Meetings**
 - 5.7.1 Facilitate, prepare documents and provide supporting staff as needed for four (4) Open House meetings. [One (1) TxDOT Public Meeting and Three (3) Context Sensitive Solutions (CSS) Meetings]
 - 5.7.2 Distribute invitations to the additional property owners.

- 5.7.3 Provide supporting staff as needed for the Public Meetings.
- 5.7.4 Provide supporting documentation as directed by the Mobility Authority.
- 5.7.5 Provide website support associated opening and closing comment periods for the NEPA exhibits and voting selections associated with the CSS elements.

5.8 Public Hearing

- 5.8.1 Assist TxDOT with preparation of a comprehensive mailing list of adjacent property owners which may include additional property owners defined by the Mobility Authority.
- 5.8.2 Distribute invitations to the additional property owners.
- 5.8.3 Provide supporting staff as needed for the Public Hearing.
- 5.8.4 Provide supporting documentation as directed by the Mobility Authority.

5.9 Context Sensitive Solutions

- 5.9.1 Provide supporting staff as needed for meetings and workshops.
- 5.9.2 Provide supporting documentation as directed by the Mobility Authority.

5.10 Mobility Authority Open House/Workshops

- 5.10.1 Provide supporting staff as needed for stakeholder meetings and workshops.
- 5.10.2 Provide Supporting Documentation and materials as directed by the Mobility Authority.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
Atkins - Man-hour Breakdown & Fee Estimate
183 South Project (Bergstrom Expressway)

ATKINS - Supplemental Work Authorization #4 to Work Authorization #2

183 South Project (Bergstrom Expressway)

TASK	<u>SUBTOTAL</u> Labor + Overhead + Profit	<u>SUBTOTAL</u> Direct Expenses	<u>TOTAL</u>
183 South Project (Bergstrom Expressway)			
1.0 Preliminary Engineering [13110]	\$ 1,002,795	\$ 27,500	\$ 1,030,295
2.0 Final Design Services [Code 13310]	\$ 763,883	\$ 25,500	\$ 789,383
3.0 Right-of-Way Acquisition & Relocation Services [Code 13410]	\$ 513,401	\$ 14,500	\$ 527,901
4.0 Project Oversight - Pre Construction [Code 13710]	\$ 865,695	\$ 29,250	\$ 894,945
5.0 Public Involvement / Outreach [Code 13750]	\$ 1,000,770	\$ 31,500	\$ 1,032,270
Subtotals	\$ 4,146,545	\$ 128,250	\$ 4,274,795
		TOTAL (rounded)	\$ 4,274,800

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
1.0 Preliminary Engineering [13110]							
Schematics and Exhibits							
1.1 TxDOT Support	80	800	640	800	160	80	2560
1.2 Design Verification	40	300	100	60	120		620
1.3 Design Modifications	80	300	160	160	120		820
1.4 Shared Use Path	20	120	480	80	80		780
1.5 Tree Alternative Designs		100	160	80	120		460
1.6 Mobility Improvement associated with logical termini	20	100	60	80			260
1.7 Preliminary Cross Sections	10	80	60	80	120		350
1.8 Design Evaluations/Reference Documents	10	80	60	80			230

TOTAL DIRECT LABOR	260	1880	1720	1420	720	80	6080
% Total by Classification	4.28%	30.92%	28.29%	23.36%	11.84%	1.32%	
Labor Costs	\$ 20,800	\$ 131,600	\$ 103,200	\$ 63,900	\$ 25,200	\$ 2,000	\$ 346,700
Overhead Costs	1.5825 \$ 32,916	\$ 208,257	\$ 163,314	\$ 101,122	\$ 39,879	\$ 3,165	\$ 548,653
Profit	12.0% \$ 6,446	\$ 40,783	\$ 31,982	\$ 19,803	\$ 7,809	\$ 620	\$ 107,442
Total Loaded Labor	\$ 60,162	\$ 380,640	\$ 298,496	\$ 184,824	\$ 72,889	\$ 5,785	\$1,002,795

Direct Expenses	
Plotting and Reproduction	\$ 5,000
Mail and Deliveries	\$ 500
Misc Expenses	\$ 10,000
Travel and Field Expenses	\$ 12,000
Total Direct Expenses	\$ 27,500

Total \$ 1,030,295

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
2.0 Final Design Services [Code 13310]							0
2.1 AT&T Design	80	240	1440	2240	540	240	4780
2.2 Conflict Analysis and Conceptual Relocation Plan	20				120		140
2.3 Utility Company and TxDOT Coordination	20				240	80	340
2.4 Prepare and Maintain Utility Schedule	20				240	40	300
							0
							0
							0
							0

TOTAL DIRECT LABOR	140	240	1440	2240	1140	360	5560
% Total by Classification	2.52%	4.32%	25.90%	40.29%	20.30%	6.47%	
Labor Costs	\$ 11,200	\$ 16,800	\$ 86,400	\$ 100,800	\$ 39,900	\$ 9,000	\$ 264,100
Overhead Costs	1.5825 \$ 3,471	\$ 5,206	\$ 26,775	\$ 31,238	\$ 12,365	\$ 2,789	\$ 81,845
Profit							
Total Loaded Labor	\$ 32,395	\$ 48,592	\$ 249,903	\$ 291,554	\$ 115,407	\$ 26,032	\$763,883

Direct Expenses	
Plotting and Reproduction	\$ 5,000
Mail and Deliveries	\$ 500
Misc Expenses	\$ 10,000
Travel and Field Expenses	\$ 10,000
Total Direct Expenses	\$ 25,500

Total \$ 789,383

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
3.0 Right-of-Way Acquisition & Relocation Services [Code 13410]							
3.1 Maps & Documents	40		360	840	760	120	2120
3.2 Appraisals		40		220	240	120	620
3.3 Negotiations / Voluntary Settlement			120	240	240	80	680
3.4 Relocation Assistance Services				240	240	80	560
3.5 Right-of-Way Status Tracking	40			120		120	280
							0
							0
							0

TOTAL DIRECT LABOR	80	40	480	1660	1480	520	4260
% Total by Classification	1.88%	0.94%	11.27%	38.97%	34.74%	12.21%	
Labor Costs	\$ 6,400	\$ 2,800	\$ 28,800	\$ 74,700	\$ 51,800	\$ 13,000	\$ 177,500
Overhead Costs	1.5825 \$ 10,128	\$ 4,431	\$ 45,576	\$ 118,213	\$ 81,974	\$ 20,573	\$ 280,894
Profit	12.0% \$ 1,983	\$ 868	\$ 8,925	\$ 23,150	\$ 16,053	\$ 4,029	\$ 55,007
Total Loaded Labor	\$ 18,511	\$ 8,099	\$ 83,301	\$ 216,062	\$ 149,827	\$ 37,601	\$513,401

Direct Expenses	
Plotting and Reproduction	\$ 4,000
Mail and Deliveries	\$ 500
Misc Expenses	\$ 4,000
Travel and Field Expenses	\$ 6,000
Total Direct Expenses	\$ 14,500

Total \$ 527,901

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
4.0 Project Oversight - Pre Construction [Code 13710]							
4.1 Project Management	480	80				80	640
4.2 Project Management Plan	40		120	320	120	80	680
4.3 Document Control	120				120	120	360
4.4 Sub-Consultant Coordination, WA Management and Invoicing	80				120	120	320
4.5 Project Reporting	120	120		120	120	240	720
4.6 Project Scheduling	40	240	120	120			520
4.7 Project Development Support	120	320	240	240	80	80	1080
4.8 Financial Planning Support	180	240	200	120	120	80	940
4.9 Conceptual Operations Plan	40	20		80	20		160
							0
							0
							0

TOTAL DIRECT LABOR	1220	1020	680	1000	700	800	5420
% Total by Classification	22.51%	18.82%	12.55%	18.45%	12.92%	14.76%	
Labor Costs	\$ 97,600	\$ 71,400	\$ 40,800	\$ 45,000	\$ 24,500	\$ 20,000	\$ 299,300
Overhead Costs	1.5825 \$ 154,452	\$ 112,991	\$ 64,566	\$ 71,213	\$ 38,771	\$ 31,650	\$ 473,642
Profit	12.0% \$ 30,246	\$ 22,127	\$ 12,644	\$ 13,946	\$ 7,593	\$ 6,198	\$ 92,753
Total Loaded Labor	\$ 282,298	\$ 206,517	\$ 118,010	\$ 130,158	\$ 70,864	\$ 57,848	\$865,695

Direct Expenses	
Plotting and Reproduction	\$ 4,500
Mail and Deliveries	\$ 250
Misc Expenses	\$ 9,500
Travel and Field Expenses	\$ 15,000
Total Direct Expenses	\$ 29,250

Total \$ 894,945

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	A		B		C		D		E		F		TOTAL
	(Estimated Average Labor Rates)	\$	80.00	\$	70.00	\$	60.00	\$	45.00	\$	35.00	\$	25.00

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
5.0 Public Involvement / Outreach [Code 13750]							
5.1 Prepare Comprehensive Mailing List		20	60	120		80	280
5.2 Distribute Invitations		20	60	60		80	220
5.3 Website development and maintenance	10	40	80	320	360		810
5.4 Development of Public Involvement materials	20	120	80	360	480		1060
5.5 Stakeholder and Public Outreach Support	20	120	80	360	480		1060
5.6 Develop 3D Animation	10	60	680	60			810
5.7 Public Meetings	40	80	80	120	80	60	460
5.8 Public Hearing	40	80	80	80	80	60	420
5.9 Context Sensitive Solutions	20	60	720	240	240	80	1360
5.10 Open House/Workshops	40	120	80	120	160	80	600
							0
							0

TOTAL DIRECT LABOR	200	720	2000	1840	1880	440	7080
<i>% Total by Classification</i>	<i>2.82%</i>	<i>10.17%</i>	<i>28.25%</i>	<i>25.99%</i>	<i>26.53%</i>	<i>6.21%</i>	
Labor Costs	\$ 16,000	\$ 50,400	\$ 120,000	\$ 82,800	\$ 65,800	\$ 11,000	\$ 346,000
Overhead Costs	1.88% \$ 25,320	\$ 79,758	\$ 189,900	\$ 131,031	\$ 104,129	\$ 17,408	\$ 547,545
Profit	12.0% \$ 4,958	\$ 15,619	\$ 37,188	\$ 28,660	\$ 20,391	\$ 3,409	\$ 107,225
Total Loaded Labor	\$ 46,278	\$ 145,777	\$ 347,088	\$ 239,491	\$ 190,320	\$ 31,816	\$1,000,770

Direct Expenses	
Plotting and Reproduction	\$ 15,000
Mail and Deliveries	\$ 500
Misc Expenses	\$ 10,000
Travel and Field Expenses	\$ 6,000
Total Direct Expenses	\$ 31,500

Total \$ 1,032,270

183 South Project (Bergstrom Expressway)

183 South Project (Bergstrom Expressway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	

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

RESOLUTION NO. 14-068

**APPROVING A SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS
NORTH AMERICA, INC., TO PROVIDE GENERAL ENGINEERING CONSULTANT
SERVICES FOR THE OAK HILL PARKWAY.**

WHEREAS, Atkins North America, Inc., (“Atkins”) serves as a general engineering consultant to the Mobility Authority under the Agreement for General Consulting Civil Engineering Services effective January 1, 2010 (the “GEC Agreement”); and

WHEREAS, Atkins provides general engineering consultant support services to the Mobility Authority for the Oak Hill Parkway Project; and

WHEREAS, the Executive Director and Atkins have discussed and agreed to a proposed supplement to the work authorization for Atkins to provide continued general engineering consultant services for the Oak Hill Parkway Project; and

WHEREAS, the Executive Director recommends approval of the proposed supplement to the work authorization attached as Exhibit 1.

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

BE IT FURTHER RESOLVED that the Executive Director may finalize and execute for the Mobility Authority the proposed supplement to the work authorization in the form or substantially the same form as Exhibit 1.

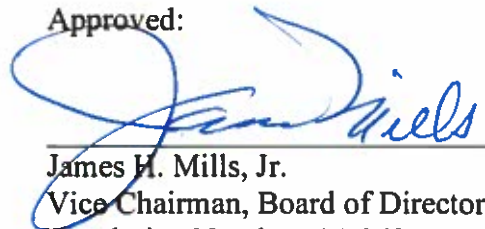
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-068
Date Passed: 9/24/2014

EXHIBIT 1 TO RESOLUTION 14-068

**SUPPLEMENT TO THE WORK AUTHORIZATION WITH ATKINS NORTH
AMERICA, INC.**

[on the following 13 pages]

EXHIBIT D
WORK AUTHORIZATION

Supplement No. 1 to Work Authorization No.7

This Work Authorization is made as of this 1st day of September, 2014, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of January 4th, 2010 (the Agreement), between the Central Texas Regional Mobility Authority (Authority) and Atkins North America, Inc. (GEC). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

*Oak Hill Parkway
Oversight Services*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

Please reference Attachment A – Services to be Provided by the GEC

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

Not applicable.

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

Please reference Attachment A – Services to be Provided by the GEC

Section B. - Schedule

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

Services defined herein are expected to be substantially complete within twenty four (24) months from the date this Supplement becomes effective. This Supplement 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 \$1,811,000, based on Attachment B -Fee Estimate. This will increase the not to exceed amount for Work Authorization No. 7 from \$750,692 to \$2,561,692. Compensation for Direct Expenses under this Supplement which are incurred as part of normal business operations (i.e., internal

document reproduction, internal plotting, travel and parking associated with local meetings, etc.) will be reimbursed on a Lump-Sum basis in the amount of: \$66,150 (with \$2,756.25 to be invoiced monthly). Profit will be 12% for all services. Compensation shall be in accordance with the Agreement.

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

Section D. - Authority's Responsibilities

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

Please reference Attachment A – Services to be Provided by the GEC

Section E. - Other Provisions

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

Not applicable.

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

Authority: Central Texas Regional Mobility
Authority

GEC: Atkins North America, Inc.

By: Mike Heiligenstein

By: _____

Signature: _____

Signature: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

**SUPPLEMENT NO. 1 TO
WORK AUTHORIZATION NO. 7
ATKINS**

**ATTACHMENT A
SERVICES TO BE PROVIDED BY GEC**

OAK HILL PARKWAY (US290 WEST/SH 71 WEST) PROJECT

1.0 Preliminary Engineering [Code 13110]

Schematics and Exhibits

- 1.1 TxDOT Support: Provide engineering support as directed by the Mobility Authority for the review and updates to the corridor exhibits and schematic.
- 1.2 Design Verification: Provide a cursory review of the current TxDOT Design to ensure that all elements of the schematic conform to current standards. Develop a list of non-conformance elements and provide recommendations to the Mobility Authority. Develop a design notebook which notes the results of the design.
- 1.3 Design Modifications: Address all non-conformance elements as directed by the Mobility Authority.
- 1.4 Shared Use Path: Provide a cursory review of the current TxDOT Design to ensure that a Shared Use Path can be incorporated into the Design. Provide recommendations to the locations of the Shared Use Path. Incorporate the proposed design as directed by the Mobility Authority.
- 1.5 Tree Alternative Design: Evaluate designs that lessen the impacts to specific trees within the corridor.
- 1.6 Mobility Improvements associated with Logical Termini. Evaluate and update the design of the TxDOT proposed Mobility improvement at the west end of the Project (near Circle Drive).
- 1.7 Preliminary Cross-sections: Develop cross-sections including limits of construction in order to evaluate the ROW footprint. Provide comments and recommendations to the Mobility Authority.

2.0 Traffic & Revenue Analyses (Pre-Investment Grade) [Code 13120]

Pre-Investment Grade Traffic & Revenue

- 2.1 Support the Mobility Authority during their coordination efforts with the Traffic & Revenue consultant, as directed by the Authority.
- 2.2 Provide detailed project configuration and scope information to the Traffic & Revenue consultant. Review Draft Traffic & Revenue Analyses to ensure consistency with project information.

3.0 Environmental Studies [Code 13210]

US 290 West/ SH 71 West Environmental Impact Statement (EIS)

- 3.1 Facilitate EIS project status meetings with TxDOT and other Agencies as needed.
 - 3.1.1 Prepare meeting agendas, action items and meeting summaries.
- 3.2 Complete EIS document reviews including Technical Reports prior to submittal to Environmental Affairs Divisions (ENV), Federal Highway Administration (FHWA) and other Resources Agencies.
 - 3.2.1 Prepare and submit recommendations/comments to the Austin District prior to ENV submittal.
 - 3.2.2 Prepare and submit recommendations/comments to the Austin District prior to FHWA submittal.
- 3.3 Review updates to the traffic information and data for specific elements of the EIS.
 - 3.3.1 Review the updates to the traffic information and data and the associated impacts to the Level of Service for the Environmental Justice Analysis.
 - 3.3.2 Review incorporation of the updated traffic information and data into the Noise Analysis, Air Quality CO Analysis and the MSAT.
- 3.4 Update the US 290 West Regional Toll Analyses. The analysis used CAMPO's 2035 plan and will elapse when the CAMPO 2040 Plan is adopted. This will include the following:
 - 3.4.1 Incorporations of the results of CAMPO's 2040 Plan.
- 3.5 Develop Exhibits related to the EIS process.
 - 3.5.1 Prepare progress exhibits.
 - 3.5.2 Other figures as needed.

4.0 Project Oversight – Pre-Construction [Code 13710]

Project Management

- 4.1 Project Management
 - 4.1.1 Provide staff to manage the daily activities of the project.
 - 4.1.2 Serve as the primary contact between the Mobility Authority, TxDOT, design consultants, third party consultants, utility companies, public agencies, and the general public.
- 4.2 Document Control
 - 4.2.1 Implement document control plan
 - 4.2.2 Maintain project files for the length of the project
 - 4.2.3 Transfer project files to the Mobility Authority upon completion of the work or as directed by the Mobility Authority
- 4.3 Sub-Consultant Coordination, Work Authorization Management and Invoicing.
- 4.4 Project Reporting

- 4.4.1 Provide updates to the Mobility Authority on key tasks accomplished during the preceding month, meetings and key activities for the upcoming month, and identify outstanding issues requiring resolution.
- 4.4.2 Provide Project Administrative support staff to track, monitor, evaluate and report on contracts and budgets.

4.5 Project Scheduling

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

4.6 Project Development Support

- 4.6.1 Loan and/or Grant Applications: Assist the Authority in the development of loan and/or grant applications.
- 4.6.2 Engineering and Technical Support: Provide various engineering and technical tasks as requested by the Authority including but not limited to engineering assistance, general technology assistance, general environmental coordination reports, research, and presentations.
- 4.6.3 Traffic Modeling: Conduct peer review of the CORSIM and/or VISSIM Traffic Models and provide summary of suggestions.
- 4.6.4 TxDOT Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and TxDOT, as directed by the Authority.
- 4.6.5 Agency Coordination: Provide the appropriate staff as part of the coordination efforts between the Authority and Agencies, as directed by the Authority.
- 4.6.6 Project Agreements: Assist in the development and review of various agreements necessary such as the Project Development Agreement (PDA), Advance Funding Agreement (AFA), Financial Assistance Agreement (FAA), etc.; generation of agreement exhibits; review of agreement drafts; and TxDOT coordination support, as directed by the Authority.
- 4.6.7 DBE Outreach support as requested by the Authority.

4.7 Financial Planning Support

- 4.7.1 Operation, Maintenance, and Renewal & Replacement Estimates
 - 4.7.1.1 Develop and/or update GEC's opinion of probable operations cost estimates using either a Sketch Level approach (assumed per transaction costs based on average operations cost of similar toll systems) or a Level 1 approach (estimate actual quantities for various elements of toll operations, enforcement and incident management and applying anticipated unit prices to opening year with an escalation over an established periods of time)
 - 4.7.1.2 Develop and/or update GEC's opinion of probable annual/routine maintenance cost estimates using either a Sketch level approach (an estimated per centerline mile cost based on facility type which considers the number of lanes, pavement material and location) on a Level 1 approach (estimated quantities for the various elements of the maintenance efforts and

applying anticipated unit prices to opening year cost with escalation over an established period of time)

4.7.1.3 Develop and/or update GEC's opinion of probable renewal & replacement budget cost estimates (non-routine estimates) using either a Sketch Level approach (an estimated per mile cost based on renewal & replacement budgets utilized on similar facilities) or a Level 1 approach (identification of long-term, periodic maintenance replacement schedule, estimation of quantities, and apply escalation to the appropriate replacement years.)

4.7.2 Project Cost Estimates: Prepare an estimate of probable construction costs which will include quantity/costs for all major components of work. Prepare estimate for total project cost which will include: program management, preliminary engineering, final engineering, right-of-way, environmental compliance/mitigation, construction, toll collection systems, utility relocation, and CE&I, and financing.

4.7.3 Financial Advisor Support / Financial Plan Development: Provide financial advisor support necessary for the Authority to conduct financial programming including but not limited to cost estimating, financing techniques, shortfall mitigation techniques, and funding contingency plan.

4.8 Conceptual Operations Plan

4.8.1 Prepare a preliminary draft Conceptual Operations Plan which will establish the basic framework for operations of the facility including a basic definition of systems architecture for ITS and toll collection, incident management, safety and enforcement, maintenance. The plan will include roles and responsibilities of the various agencies.

5.0 Public Involvement / Outreach [Code 13750]

5.1 Prepare a comprehensive mailing list of adjacent property owners which may include additional property owners defined by the Mobility Authority

5.2 Distribute invitations based on comprehensive mailing lists

5.3 Support the Mobility Authority in the development and maintenance of the Project Website.

5.4 Support the Mobility Authority in the development of miscellaneous public involvement materials including but not limited to fact sheets, stake holder lists, advertisements, and news letters

5.5 Develop 3D roadway animation incorporating schematic and context sensitive designs as directed by the Mobility Authority.

5.6 Public Meetings

5.6.1 Facilitate, prepare documents and provide supporting staff as needed for two (2) Open House meetings.

5.7 Public Hearing

5.7.1 Assist TxDOT with preparation of a comprehensive mailing list of adjacent property owners which may include additional property owners defined by the Mobility Authority.

5.7.2 Distribute invitations to the additional property owners.

5.7.3 Provide supporting staff as needed for the Public Hearing.

5.7.4 Provide supporting documentation as directed by the Mobility Authority.

5.8 Context Sensitive Solutions

5.8.1 Provide supporting staff as needed for meetings and workshops.

5.8.2 Provide supporting documentation as directed by the Mobility Authority.

5.9 Mobility Authority Open House/Workshops

5.9.1 Provide supporting staff as needed for stakeholder meetings and workshops.

5.9.2 Provide Supporting Documentation and materials as directed by the Mobility Authority.

**Attachment B - Fee Estimate
Summary**

CTRMA General Engineering Consultant
Atkins - Man-hour Breakdown & Fee Estimate
290 West_SH 71 West Project (Oak Hill Parkway)

ATKINS - Supplemental Work Authorization #1 to Work Authorization #7

290 West_SH 71 West Project (Oak Hill Parkway)

TASK	<u>SUBTOTAL</u> Labor + Overhead + Profit	<u>SUBTOTAL</u> Direct Expenses	<u>TOTAL</u>
290 West_ 71 West Project (Oak Hill Parkway)			
1.0 Preliminary Engineering [13110]	\$ 428,046	\$ 15,750	\$ 443,796
2.0 Traffic & Revenue Analyses (Pre-Investment Grade) [Code 13120]	\$ 9,603	\$ -	\$ 9,603
3.0 Environmental Study / Document Services [Code 13210]	\$ 235,326	\$ 9,250	\$ 244,576
4.0 Project Oversight - Pre Construction [Code 13710]	\$ 687,813	\$ 29,250	\$ 717,063
5.0 Public Involvement / Outreach [Code 13750]	\$ 384,053	\$ 11,900	\$ 395,953
Subtotals	<u>\$ 1,744,840</u>	<u>\$ 66,150</u>	<u>\$ 1,810,990</u>
		TOTAL (rounded)	\$ 1,811,000

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
1.0 Preliminary Engineering [13110]							
Schematics and Exhibits							
1.1 TxDOT Support	40	380	320	380	70	40	1230
1.2 Design Verification	16	120	48	24			208
1.3 Design Modifications	32	120	80	80	24		336
1.4 Shared Use Path	8	60	240	40			348
1.5 Tree Alternative Designs		48	80	40			168
1.6 Mobility Improvement associated with logical termini	8	48	24	40			120
1.7 Preliminary Cross Sections	4	40	24	40			108

TOTAL DIRECT LABOR	108	816	816	644	94	40	2518
% Total by Classification	4.29%	32.41%	32.41%	25.58%	3.73%	1.59%	
Labor Costs	\$ 8,640	\$ 57,120	\$ 48,960	\$ 28,980	\$ 3,290	\$ 1,000	\$ 147,990
Overhead Costs	1.5825 \$ 13,673	\$ 90,392	\$ 77,479	\$ 45,861	\$ 5,206	\$ 1,583	\$ 234,194
Profit	12.0% \$ 2,678	\$ 17,701	\$ 15,173	\$ 8,981	\$ 1,020	\$ 310	\$ 45,862
Total Loaded Labor	\$ 24,990	\$ 165,214	\$ 141,612	\$ 83,822	\$ 9,516	\$ 2,892	\$428,046

Direct Expenses	
Plotting and Reproduction	\$ 2,000
Mail and Deliveries	\$ 250
Misc Expenses	\$ 8,500
Travel and Field Expenses	\$ 5,000
Total Direct Expenses	\$ 15,750

Total \$ 443,796

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
2.0 Traffic & Revenue Analyses (Pre-Investment Grade) [Code 13120]							0
2.1 Coordination with CTRMA's T&R Consultant	2	12	8	4			26
2.2 Provide project information to T&R Consultant	2	12	8	4			26
							0
							0
							0
							0
							0

TOTAL DIRECT LABOR	4	24	16	8	0	0	52
% Total by Classification	7.69%	46.15%	30.77%	15.38%	0.00%	0.00%	
Labor Costs	\$ 320	\$ 1,680	\$ 960	\$ 360	\$ -	\$ -	\$ 3,320
Overhead Costs	1.5825 \$ 506	2.659 \$ 2,659	1.519 \$ 1,519	570 \$ 570	\$ -	\$ -	5,254
Profit	12.0% \$ 99	\$ 521	\$ 298	\$ 112	\$ -	\$ -	1,029
Total Loaded Labor	\$ 926	\$ 4,859	\$ 2,777	\$ 1,041	\$ -	\$ -	\$9,603

Direct Expenses	
Plotting and Reproduction	\$ -
Mail and Deliveries	\$ -
Misc Expenses	\$ -
Travel and Field Expenses	\$ -
Total Direct Expenses	\$ -
Total \$	9,603

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
3.0 Environmental Study / Document Services [Code 13210]							
US 290 Environmental Impact Statement (EIS)							0
3.1 Facilitate EIS Project Status Meetings	40	132	220	108			500
3.2 Complete EIS Document Reviews		48	60		60		168
3.3 Review Traffic information in EIS	6	40	20	120			186
3.4 Update Project Toll Analysis	4	8	48				60
3.5 Develop Exhibits related to EIS	12	20	120	320	120		592
							0
							0
							0

TOTAL DIRECT LABOR	62	248	468	548	180	0	1506
% Total by Classification	4.12%	16.47%	31.08%	36.39%	11.95%	0.00%	
Labor Costs	\$ 4,960	\$ 17,360	\$ 28,080	\$ 24,660	\$ 6,300	\$ -	\$ 81,360
Overhead Costs 1.5825	\$ 7,849	\$ 27,472	\$ 44,437	\$ 39,024	\$ 9,970	\$ -	\$ 128,752
Profit 12.0%	\$ 1,537	\$ 5,380	\$ 8,702	\$ 7,642	\$ 1,952	\$ -	\$ 25,213
Total Loaded Labor	\$ 14,346	\$ 50,212	\$ 81,219	\$ 71,327	\$ 18,222	\$ -	\$235,326

Direct Expenses	
Plotting and Reproduction	\$ 4,000
Mail and Deliveries	\$ 250
Misc Expenses	\$ 2,000
Travel and Field Expenses	\$ 3,000
Total Direct Expenses	\$ 9,250

Total \$ 244,576

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A	B	C	D	E	F	
	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 35.00	\$ 25.00	
4.0 Project Oversight - Pre Construction [Code 13710]							
4.1 Project Management	180	375	360	240	40	72	1267
4.2 Document Control	8	40	40	60	80		
4.3 Sub-Consultant Coordination, WA Management and Invoicing	24	48	36	48	84		
4.4 Project Reporting	48	128	96	24	36	72	404
4.5 Project Scheduling	24	48	164				236
4.6 Project Development Support	96	320	240	240	80	80	1056
4.7 Financial Planning Support	40	120	200	90	40		490
4.8 Conceptual Operations Plan	40	8	80	48			176
							0
							0
							0

TOTAL DIRECT LABOR	460	1087	1216	750	360	224	3629
% Total by Classification	12.68%	29.95%	33.51%	20.67%	9.92%	6.17%	
Labor Costs	\$ 36,800	\$ 76,090	\$ 72,960	\$ 33,750	\$ 12,600	\$ 5,600	\$ 237,800
Overhead Costs	1.5825 \$ 58,236	\$ 120,412	\$ 115,459	\$ 53,409	\$ 19,940	\$ 8,862	\$ 376,319
Profit	12.0% \$ 11,404	\$ 23,580	\$ 22,610	\$ 10,459	\$ 3,905	\$ 1,735	\$ 73,694
Total Loaded Labor	\$ 106,440	\$ 220,083	\$ 211,030	\$ 97,619	\$ 36,444	\$ 16,198	\$687,813

Direct Expenses	
Plotting and Reproduction	\$ 4,500
Mail and Deliveries	\$ 250
Misc Expenses	\$ 9,500
Travel and Field Expenses	\$ 15,000
Total Direct Expenses	\$ 29,250

Total \$ 717,063

Attachment B - Fee Estimate

CTRMA General Engineering Consultant
 Atkins - Man-hour Breakdown & Fee Estimate
 290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

290 West_71 West Project (Oak Hill Parkway)

TASK / WORK DESCRIPTION	(Estimated Average Labor Rates)						TOTAL HRS
	A \$ 80.00	B \$ 70.00	C \$ 60.00	D \$ 45.00	E \$ 35.00	F \$ 25.00	
5.0 Public Involvement / Outreach [Code 13750]							
5.1 Prepare Comprehensive Mailing List		8	24	48		40	120
5.2 Distribute Invitations		8	24	24		40	96
5.3 Website development and maintenance	4	16	32	160	160		372
5.4 Development of Public Involvement materials	8	48	40	180	180		456
5.5 Develop 3D Animation	4	24	340	24			392
5.6 Public Meetings	12	32	40	48	40	24	196
5.7 Public Hearing	8	32	40	40	40	24	184
5.8 Context Sensitive Solutions	8	24	360	48	80	40	560
5.9 Open House Workshops	16	60	40	60	80	40	296
							0
							0

TOTAL DIRECT LABOR	60	252	940	632	580	208	2672
% Total by Classification	2.25%	9.43%	35.18%	23.63%	21.71%	7.78%	
Labor Costs	\$ 4,800	\$ 17,640	\$ 56,400	\$ 28,440	\$ 20,300	\$ 5,200	\$ 132,780
Overhead Costs	1.5825 \$ 7,596	\$ 27,915	\$ 89,253	\$ 45,006	\$ 32,125	\$ 8,229	\$ 210,124
Profit	12.0% \$ 1,488	\$ 5,467	\$ 17,478	\$ 8,814	\$ 6,291	\$ 1,611	\$ 41,149
Total Loaded Labor	\$ 13,884	\$ 51,022	\$ 163,131	\$ 82,260	\$ 58,716	\$ 15,041	\$384,053

Direct Expenses	
Plotting and Reproduction	\$ 1,000
Mail and Deliveries	\$ 400
Misc Expenses	\$ 7,500
Travel and Field Expenses	\$ 3,000
Total Direct Expenses	\$ 11,900

Total \$ 395,953

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

RESOLUTION NO. 14-069

ACCEPT THE FINANCIAL STATEMENTS FOR JULY AND AUGUST 2014.

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

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

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

WHEREAS, the Executive Director, working with the Chief Financial Officer, has reviewed and authorized the disbursements necessary for the months of July and August 2014, and has caused Financial Statements to be prepared and attached to this resolution as Attachments A.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the Financial Statements for July and August 2014, attached as Attachments A.

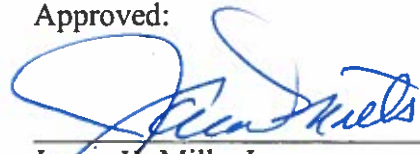
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-069
Date Passed: 9/24/2014

Attachment A

Financial Statements for July 2014

Central Texas Regional Mobility Authority

Balance Sheet

	as of 7/31/2014	as of 7/31/2013
Assets		
Current Assets		
Cash		
Regions Operating Account	\$ 580,980	\$ 379,634
Cash In TexSTAR	580,859	59,785
Regions Payroll Account	66,088	25,169
Restricted Cash		
Fidelity Govt MMA	190,335,365	128,441,402
Restricted Cash-TexStar	11,809,389	24,456,593
Overpayments account	47,211	35,774
Total Cash and Cash Equivalents	<u>203,419,893</u>	<u>153,398,355</u>
Accounts Receivable		
Accounts Receivable	38,737	28,582
Due From TTA	583,836	154,497
Due From NTTA	260,106	168,552
Due From HCTRA	257,974	175,256
Due From TxDOT	1,156,026	8,157,762
Interest Receivable	136,282	292,595
Total Receivables	<u>2,432,961</u>	<u>8,977,244</u>
Short Term Investments		
Certificates of Deposit	5,000,000	8,000,000
Agencies	48,909,950	88,479,444
Total Short Term Investments	<u>53,909,950</u>	<u>96,479,444</u>
Total Current Assets	<u>259,762,803</u>	<u>258,855,043</u>
Total Construction In Progress	69,364,805	295,135,222
Fixed Assets (Net of Depreciation)		
Computers	79,246	38,520
Computer Software	1,142,087	453,587
Furniture and Fixtures	-	-
Equipment	10,144	19,385
Autos and Trucks	6,898	13,797
Buildings and Toll Facilities	5,818,016	5,995,131
Highways and Bridges	620,473,218	326,487,767
Communication Equipment	555,660	751,775
Toll Equipment	22,391,196	12,173,442
Signs	11,736,883	8,808,796
Land Improvements	12,996,892	7,294,855
Right of Way	85,152,004	46,642,851
Leasehold Improvements	166,683	154,190
Total Fixed Assets	<u>760,528,927</u>	<u>408,834,096</u>
Other Assets		
Intangible Assets	13,842,629	15,032,417
2005 Bond Insurance Costs	5,141,990	5,337,706

Prepaid Insurance	15,228		44,527
Total Other Assets		18,999,846	20,414,650
Total Assets		<u><u>\$ 1,108,656,382</u></u>	<u><u>\$ 983,239,011</u></u>
Liabilities			
Current Liabilities			
Accounts Payable	4,541,697		1,800,532
Construction Payable	15,744,948		-
Overpayments	48,805		37,064
Interest Payable	3,330,684		5,058,853
TCDRS Payable	45,525		37,915
Due to Other Entities	477,205		558,751
Total Current Liabilities		24,188,865	7,493,115
Long Term Liabilities			
Accrued Vac & Sick Leave Payable	189,089		189,089
Total Long Term Payables		189,089	189,089
Bonds Payable			
Senior Lien Revenue Bonds			
Senior Lien Revenue Bonds 2010	108,432,524		104,944,787
Senior Lien Revenue Bonds 2011	307,980,943		307,317,939
Senior Refunding Bonds 2013	184,710,000		185,810,000
Sn Lien Rev Bnd Prem/Disc 2010	89,794		128,834
Sn Lien Rev Bnd Prem/Disc 2011	(3,565,465)		(3,706,840)
Sn Lien Rev Bnd Prem/Disc 2013	16,626,435		19,320,990
Total Senior Lien Revenue Bonds		614,274,231	613,815,710
Sub Lien Revenue Bonds			
Subordinated Lien Bond 2011	70,000,000		70,000,000
Sub Refunding Bnds 2013	103,710,000		103,960,000
Sub Lien Bond 2011 Prem/Disc	(1,878,857)		(1,976,838)
Sub Refunding 2013 Prem/Disc	3,752,228		4,245,348
Tot Sub Lien Revenue Bonds		175,583,371	176,228,510
Other Obligations			
2011 Regions Draw Down Note	2,747,233		1,780,012
2013 American Bank Loan	5,300,000		5,300,000
Total Other Obligations		8,047,233	7,080,012
Total Long Term Liabilities		798,093,925	797,313,321
Total Liabilities		<u><u>822,282,789</u></u>	<u><u>804,806,436</u></u>
Net Assets			
Contributed Capital		23,347,060	18,334,846
Net Assets Beginning		263,178,521	153,384,259
Current Year Operations		(151,988)	6,713,470
Total Net Assets		<u><u>286,373,593</u></u>	<u><u>178,432,575</u></u>
			18,334,846
Total Liabilities and Net Assets		<u><u>\$ 1,108,656,382</u></u>	<u><u>\$ 983,239,011</u></u>

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 7/31/2014	Percent of Budget	Actual Prior Year to Date 7/31/2013
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	22,080,350	2,261,921	10.24%	1,735,201
Toll Revenue-HCTRA-183A	1,089,491	115,300	10.58%	116,897
Toll Revenue-NTTA-183A	1,041,069	101,185	9.72%	78,338
Toll Revenue-TxTag-Manor	8,341,268	581,594	6.97%	168,005
Toll Revenue-HCTRA Manor	1,542,774	113,923	7.38%	38,434
Toll Revenue-NTTA-Manor	401,121	30,317	7.56%	9,076
Video Tolls 183A	8,414,300	487,563	5.79%	346,730
Video Tolls Manor Expressway	4,548,325	132,280	2.91%	50,759
Fee revenue 183A	2,660,832	174,629	6.56%	116,039
Fee revenue Manor Expressway	1,520,242	67,428	4.44%	29,306
Total Operating Revenue	51,639,772	4,066,141	7.87%	2,688,785
Other Revenue				
Interest Income	180,000	25,029	13.90%	15,359
Grant Revenue	2,399,600	1,043,270	43.48%	6,961,931
Misc Revenue	-	100		3,702
Total Other Revenue	2,579,600	1,068,399	41%	6,980,992
Total Revenue	\$ 54,219,372	\$ 5,134,540	9.47%	\$ 9,669,777
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,286,142	112,037	4.90%	120,663
Part Time Salary Expense	51,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Salary Reserve	40,000	-	0.00%	-
TCDRS	334,167	15,776	4.72%	16,957
FICA	104,780	5,897	5.63%	6,029
FICA MED	33,417	1,630	4.88%	1,743
Health Insurance Expense	223,733	23,479	10.49%	5,728
Life Insurance Expense	5,903	217	3.68%	113
Auto Allowance Expense	10,200	-	0.00%	-
Other Benefits	190,809	7,937	4.16%	6,447
Unemployment Taxes	12,960	15	0.12%	4
Total Salaries and Wages	3,296,111	166,988	5.07%	157,684

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 7/31/2014	Percent of Budget	Actual Prior Year to Date 7/31/2013
Administrative				
Administrative and Office Expenses				
Accounting	5,000	449	8.98%	1,013
Auditing	70,000	-	0.00%	-
Human Resources	50,000	88	0.18%	-
IT Services	63,000	8,095	12.85%	595
Internet	6,700	137	2.05%	-
Software Licenses	20,200	99	0.49%	-
Cell Phones	12,100	538	4.44%	664
Local Telephone Service	25,000	1,208	4.83%	1,486
Overnight Delivery Services	1,700	9	0.53%	-
Local Delivery Services	1,150	-	0.00%	-
Copy Machine	8,000	904	11.30%	400
Repair & Maintenance-General	500	-	0.00%	-
Meeting Facilities	250	-	0.00%	-
Community Meeting/ Events	5,000	-	0.00%	-
Meeting Expense	17,700	305	1.72%	181
Public Notices	2,000	-	0.00%	-
Toll Tag Expense	1,550	-	0.00%	30
Parking	3,400	354	10.41%	334
Mileage Reimbursement	9,750	190	1.95%	57
Insurance Expense	180,000	7,614	4.23%	6,351
Rent Expense	490,000	30,801	6.29%	36,146
Legal Services	320,000	-	0.00%	-
Total Administrative and Office Expenses	1,293,000	50,789	3.93%	47,257
Office Supplies				
Books & Publications	6,650	345	5.19%	-
Office Supplies	12,000	462	3.85%	812
Computer Supplies	12,500	428	3.42%	2,180
Copy Supplies	2,200	(60)	0.00%	-
Other Reports-Printing	13,000	414	3.18%	-
Office Supplies-Printed	2,700	562	20.80%	162
Misc Materials & Supplies	3,500	-	0.00%	-
Postage Expense	5,600	86	1.54%	18
Total Office Supplies	58,150	2,237	3.85%	3,172
Communications and Public Relations				
Graphic Design Services	50,000	-	0.00%	-

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 7/31/2014	Percent of Budget	Actual Prior Year to Date 7/31/2013
Website Maintenance	65,000	-	0.00%	-
Research Services	50,000	15	0.03%	-
Communications and Marketing	150,000	-	0.00%	-
Advertising Expense	260,000	490	0.19%	394
Direct Mail	5,000	-	0.00%	-
Video Production	30,000	-	0.00%	-
Photography	10,000	-	0.00%	-
Radio	10,000	-	0.00%	-
Other Public Relations	27,500	-	0.00%	-
Promotional Items	10,000	-	0.00%	-
Displays	5,000	-	0.00%	-
Annual Report printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Other Communication Expenses	1,000	374	37.41%	-
Total Communications and Public Relations	688,500	879	0.13%	394
Employee Development				
Subscriptions	1,850	-	0.00%	(250)
Memberships	37,100	-	0.00%	1,388
Continuing Education	5,550	-	0.00%	20
Professional Development	12,200	-	0.00%	-
Other Licenses	700	-	0.00%	-
Seminars and Conferences	39,000	25	0.06%	7,760
Travel	91,000	2,928	3.22%	5,932
Total Employee Development	187,400	2,953	1.58%	14,850
Financing and Banking Fees				
Trustee Fees	16,000	-	0.00%	-
Bank Fee Expense	10,000	464	4.64%	484
Continuing Disclosure	8,500	-	0.00%	-
Arbitrage Rebate Calculation	7,000	-	0.00%	-
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	13,500	27.00%	-
Total Financing and Banking Fees	96,500	13,964	14.47%	484
Total Administrative	2,323,550	70,822	3.05%	66,157

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 7/31/2014	Percent of Budget	Actual Prior Year to Date 7/31/2013
Operations and Maintenance				
Operations and Maintenance Consulting				
General Engineering Consultant	520,500	(5,718)	0.00%	-
GEC-Trust Indenture Support	69,500	-	0.00%	-
GEC-Financial Planning Support	47,000	-	0.00%	-
GEC-Toll Ops Support	60,000	-	0.00%	-
GEC-Roadway Ops Support	187,000	-	0.00%	-
GEC-Technology Support	150,000	-	0.00%	-
GEC-Public Information Support	1,000	-	0.00%	-
GEC-General Support	225,000	-	0.00%	-
General System Consultant	175,000	-	0.00%	-
Traffic and Revenue Consultant	60,000	-	0.00%	-
Total Operations and Maintenance Consulting	1,495,000	(5,718)	0.00%	-
Road Operations and Maintenance				
Roadway Maintenance	700,000	(142,563)	0.00%	(74,726)
Landscape Maintenance	250,000	-	0.00%	-
Maintenance Supplies-Roadway	-	63	0.00%	-
Tools & Equipment Expense	500	-	0.00%	-
Gasoline	6,000	259	4.32%	332
Repair & Maintenance-Vehicles	1,000	49	4.87%	62
Roadway Operations	50,000	-	0.00%	-
Electricity - Roadways	150,000	1,154	0.77%	-
Total Road Operations and Maintenance	1,157,500	(141,039)	0.00%	(74,332)
Toll Processing and Collection Expense				
Image Processing	3,000,791	152,741	5.09%	78,133
Tag Collection Fees	2,318,079	(14,258)	0.00%	160,981
Court Enforcement Costs	45,000	1,225	2.72%	-
DMV Lookup Fees	7,000	-	0.00%	-
Total Toll Processing and Collections	5,370,870	139,708	2.60%	239,114
Toll Operations Expense				
Emergency Maintenance	10,000	-	0.00%	-
Generator Maintenance	27,700	-	0.00%	-
Generator Fuel	6,000	-	0.00%	-
Elevator Maintenance	2,800	-	0.00%	247
Refuse	800	64	7.97%	-
Pest Control	1,600	-	0.00%	-

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 7/31/2014	Percent of Budget	Actual Prior Year to Date 7/31/2013
Custodial	5,440	250	4.60%	-
Fiber Optic System	40,000	7,657	19.14%	5,439
Water	7,500	339	4.52%	396
Electricity	30,000	7,483	24.94%	6,549
ETC spare parts expense	130,000	-	0.00%	-
Repair & Maintenance Toll Equip	5,000	-	0.00%	-
Law Enforcement	257,500	-	0.00%	-
ETC Maintenance Contract	1,368,000	(221,778)	0.00%	-
ETC Development	125,000	-	0.00%	-
ETC Testing	60,000	-	0.00%	-
Total Toll Operations	2,077,340	(205,985)	0.00%	12,631
Total Operations and Maintenance	10,100,710	(213,033)	0.00%	177,413
Other Expenses				
Special Projects and Contingencies				
HERO	1,400,000	-	0.00%	(994)
Special Projects	1,190,000	24,814	2.09%	(4,000)
Other Contractual Svcs	130,200	4,314	3.31%	-
Contingency	170,500	-	0.00%	-
Total Special Projects and Contingencies	2,890,700	29,128	1.01%	(4,994)
Non Cash Expenses				
Amortization Expense	120,000	22,221	18.52%	7,688
Amort Expense - Refund Savings	1,300,000	85,655	6.59%	85,655
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	-
Dep Expense - Equipment	15,000	727	4.85%	1,750
Dep Expense - Autos & Trucks	7,000	575	8.21%	575
Dep Expense-Buildng & Toll Fac	200,000	14,760	7.38%	14,761
Dep Expense-Highways & Bridges	19,000,000	1,384,424	7.29%	750,519
Dep Expense-Communic Equip	200,000	16,343	8.17%	16,343
Dep Expense-Toll Equipment	1,860,000	228,570	12.29%	128,873
Dep Expense - Signs	350,000	26,864	7.68%	20,231
Dep Expense-Land Improvmts	600,000	72,915	12.15%	19,015
Depreciation Expense-Computers	28,000	2,279	8.14%	1,203
Total Non Cash Expenses	23,694,000	1,855,332	7.83%	1,046,613
Total Other Expenses	26,584,700	1,884,460	7.09%	1,041,619

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 7/31/2014	Percent of Budget	Actual Prior Year to Date 7/31/2013
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	50,000	-	0.00%	-
Interest Expense	44,384,714	3,377,291	7.61%	1,503,434
Community Initiatives	65,000	-	0.00%	10,000
Total Non Operating Expense	44,499,714	3,377,291	7.59%	1,513,434
Total Expenses	\$ 86,804,785	\$ 5,286,528	6.09%	\$ 2,956,307
Net Income	\$ (32,585,413)	\$ (151,988)		\$ 6,713,470

INVESTMENTS by FUND

		Balance July 31, 2014		
Renewal & Replacement Fund				
TexSTAR	2,911,501.91		TexSTAR	12,390,248.51
Regions Sweep	587,848.66		CD's	5,000,000.00
Agencies		3,499,350.57	Regions Sweep	174,655,386.22
TxDOT Grant Fund			Agencies	48,909,710.56
TexSTAR	82,191.95			
Regions Sweep	3,669,331.01			
CD's				
Agencies	5,731,563.29	9,483,086.25		\$ 240,955,345.29
Senior Debt Service Reserve Fund				
TexSTAR	590,013.50			
Regions Sweep	14,600,691.51			
Agencies	33,049,354.98	48,240,059.99		
2010 Senior Lien DSF				
Regions Sweep	369,472.26			
TexSTAR	-	369,472.26		
2011 Debt Service Acct				
Regions Sweep	8,827,545.10	8,827,545.10		
2013 Sr Debt Service Acct				
Regions Sweep	1,977,655.52	1,977,655.52		
2013 Sub Debt Service Account				
Regions Sweep	1,121,124.92	1,121,124.92		
2010 Senior Lien DSRF				
Regions Sweep	-	-		
2011 Sub Debt DSRF				
Regions Sweep	2,025,430.27			
CD's	5,000,000.00	7,025,430.27		
2011 Sub DSF				
Regions Sweep	2,363,560.07	2,363,560.07		
Operating Fund				
TexSTAR	580,859.26			
TexSTAR-Trustee	3,269,158.42			
Regions Sweep	-	3,850,017.68		
Revenue Fund				
TexSTAR	1.00			
Regions Sweep	2,916,243.15	2,916,244.15		
General Fund				
TexSTAR	53.78			
Regions Sweep	13,649,139.69			
Agencies	5,010,128.06	18,659,321.53		
2013 Sub Debt Service Reserve Fund				
Regions Sweep	3,279,490.04			
Agencies	5,118,664.23	8,398,154.27		
MoPac Construction Fund				
Regions Sweep	77,449,864.28	77,449,864.28		
2010-1 Sub Lien Projects Fund				
TexSTAR	785,559.88			
Regions Sweep	-	785,559.88		
2010 Senior Lien Construction Fund				
TexSTAR	1.19			
Regions Sweep	175,532.43	175,533.62		
2011 Sub Debt Project fund				
TexSTAR	4,170,787.96			
Agencies				
Regions Sweep	30,919,667.49	35,090,455.45		
2011 Sr Financial Assistance Fund				
Regions Sweep	7,423,881.07	7,423,881.07		
2011 Senior Lien Project Fund				
TexSTAR	119.66			
Regions Sweep	298,874.50	298,994.16		
Agencies				
45SW Trust Account Hays County				
Regions Sweep	500,000.00	500,000.00		
45SW Trust Account Travis County				
Regions Sweep	2,500,034.25	2,500,034.25		
		\$ 240,955,345.29		

CTRMA INVESTMENT REPORT

	Month Ending 7/31/14					Rate Jul 14	
	Balance 7/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 7/31/2014
Amount In Trustee TexStar							
2011 Sub Lien Construction Fund	4,170,673.69			114.27		4,170,787.96	0.038%
2011 Senior Lien Construction Fund	119.66					119.66	0.038%
2010 Senior Lien Construction Fund	1.19					1.19	0.038%
2010-1 Sub Lien Projects	785,538.35			21.53		785,559.88	0.038%
General Fund	53.78					53.78	0.038%
Trustee Operating Fund	3,169,072.76	1,100,000.00		85.66	1,000,000.00	3,269,158.42	0.038%
Renewal and Replacement	2,911,422.14			79.77		2,911,501.91	0.038%
TxDOT Grant Fund	82,189.69			2.26		82,191.95	0.038%
Revenue Fund	1.00					1.00	0.038%
Senior Lien Debt Service Reserve Fund	589,997.35			16.15		590,013.50	0.038%
	11,709,069.61	1,100,000.00		319.64	1,000,000.00	11,809,389.25	
Amount in TexStar Operating Fund	60,035.76	1,520,815.41		8.07	1,000,000.00	580,859.26	0.038%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,100,000.00			1,100,000.00	0.00	0.100%
45SW Trust Account Travis County	2,500,000.00			34.25		2,500,034.25	0.100%
45SW Trust Account Hays County	0.00	500,000.00				500,000.00	0.100%
2010 Senior Lien Project Acct	181,751.05			14.83	6,233.25	175,532.43	0.100%
2010-1 Sub Lien Projects Fund	0.00					0.00	0.100%
2011 Sub Lien Project Acct	32,874,667.19			2,717.90	1,957,937.60	30,919,667.49	0.100%
2011 Senior Lien Project Acct	298,849.94			24.56		298,874.50	0.100%
2011 Sr Financial Assistance Fund	10,585,499.33			881.14	11,162,500.00	7,423,681.07	0.100%
2010 Senior DSF	1,792,469.20	298,415.55		137.51	1,721,550.00	369,472.26	0.100%
2011 Senior Lien Debt Service Acct	8,949,603.87	8,823,812.49		734.99	8,946,608.25	8,827,545.10	0.100%
2011 Sub Debt Service Fund	2,363,365.84	2,362,500.00		194.23	2,362,500.00	2,363,560.07	0.100%
2013 Senior Lien Debt Service Acct	5,387,353.33	896,063.90		413.29	4,306,975.00	1,977,655.52	0.100%
2013 Subordinate Debt Service Acct	3,178,586.05	529,145.02		243.85	2,586,850.00	1,121,124.92	0.100%
2011 Sr Cap I Fund	0.00			0.00	0.00	0.00	0.100%
2011 Sub Debt CAP I	0.00			0.00	0.00	0.00	0.100%
TxDOT Grant Fund	3,669,029.45			301.56		3,669,331.01	0.100%
Renewal and Replacement	587,789.73			48.93		587,838.66	0.100%
Revenue Fund	2,212,870.18	4,486,558.48		138.24	3,793,321.75	2,918,243.15	0.100%
General Fund	12,498,522.10	1,697,143.99		1,074.36	747,000.78	13,649,139.69	0.100%
2011 Sub Debt Service Reserve Fund	2,025,283.81			166.46		2,025,450.27	0.100%
Senior Lien Debt Service Reserve Fund	14,591,485.29			19,196.22		14,610,681.51	0.100%
2013 Sub Debt Service Reserve Fund	3,279,220.52			269.52		3,279,490.04	0.100%
MoPac Managed Lane Construction Fund	76,319,497.05			5,986.74	875,819.51	77,449,664.28	0.100%
	193,286,064.53	20,994,437.43	0.00	32,578.38	39,567,894.12	174,655,386.22	
Amount In Fed Agencies and Treasuries							
Amortized Principal	48,934,074.34		(24,363.78)			48,909,710.56	
Accrued Interest				39,285.00			
	48,934,074.34	0.00	(24,363.78)		0.00	48,909,710.56	
Certificates of Deposit	5,000,000.00					5,000,000.00	
Total in Pools	11,769,105.39	2,820,815.41		327.71	2,000,000.00	12,290,248.51	
Total in Money Market	193,286,064.53	20,994,437.43		32,578.38	39,567,894.12	174,655,386.22	
Total in Fed Agencies	48,934,074.34	0.00	(24,363.78)		0.00	48,909,710.56	
Total Invested	258,989,244.26	23,525,252.84	(24,363.78)	32,906.09	41,567,894.12	240,955,345.29	

CTRMA INVESTMENT REPORT

Month Ending 7/31/14					
Balance 7/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals	Balance 7/31/2014

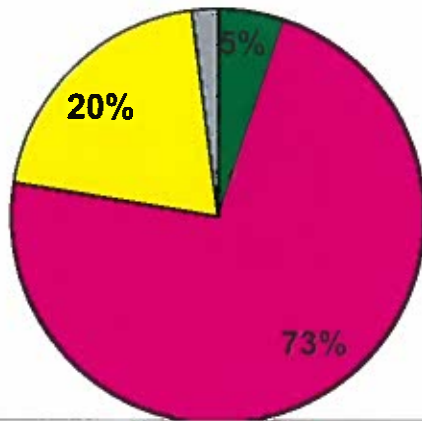
Rate
Jul 14

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

William Chapman, CFO

Cindy Demers, Controller

Allocation of Funds



■ Total in Pools	■ Total in Money Market
■ Total in Fed Agencies	■ Total in CD's

Amount of investments As of July 31, 2014

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,007,736.75	4,009,160.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,002,391.31	1,002,930.00	0.0028%	1/9/2014	5/29/2015	General
Freddie Mac	3137EADD8	1,004,940.00	1,001,482.00	1,002,220.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,013,463.33	1,014,710.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,012,954.55	1,013,830.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,001,356.82	2,707,641.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,702,306.59		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	8,081,952.00	8,004,426.42	8,004,560.00	0.2150%	2/8/2013	8/28/2014	Senlor DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,045,296.25	12,047,400.00	0.2646%	2/8/2013	12/12/2014	Senlor DSRF
Federal Home Loan Bank	3134G4T57	7,995,920.00	7,996,940.00	7,993,680.00	0.4750%	1/28/2014	1/28/2016	Senlor DSRF
Fannie Mae	3135G0VA8	5,003,500.00	5,002,692.31	5,000,450.00	0.0468%	1/23/2014	3/1/2016	Senlor DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,118,664.23	5,126,821.56	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			48,909,710.56	48,923,402.56				

Agency	CUSIP #	COST	7/31/2014			Interest Income July 31, 2014		
			Cummulative Amortization	Book Value	Maturity Value	Accrued Interest	Amortization	Interest Earned
Federal Home Loan Bank	313378LX7	4,013,754.20	6,017.45	4,007,736.75	4,000,000.00	1,766.67	(859.64)	907.03
Federal Home Loan Bank	313378M57	1,004,065.22	1,673.91	1,002,391.31	1,000,000.00	475.00	(239.13)	235.87
Freddie Mac	3137EADD8	1,004,940.00	3,458.00	1,001,482.00	1,000,000.00	416.67	(164.67)	252.00
Northside ISD	66702RAG7	1,057,700.00	44,236.67	1,013,463.33	1,000,000.00	2,500.00	(1,923.33)	576.67
Federal Home Loan Bank	313371KG0	1,019,000.00	6,045.45	1,012,954.55	1,000,000.00	1,208.33	(863.64)	344.69
Fannie Mae	3135G0QB2	1,001,990.00	633.18	1,001,356.82	1,000,000.00	416.67	(90.45)	326.22
Fannie Mae	3135G0QB2	1,703,383.00	1,076.41	1,702,306.59	1,700,000.00	708.33	(153.77)	554.56
Fannie Mae	3135G0BY8	8,081,952.00	77,525.58	8,004,426.42	8,000,000.00	5,833.33	(4,426.43)	1,406.90
Federal Home Loan Bank	313371W51	12,217,422.00	172,125.75	12,045,296.25	12,000,000.00	12,500.00	(9,059.25)	3,440.75
Federal Home Loan Bank	3134G4T57	7,995,920.00	1,020.00	7,996,940.00	8,000,000.00	3,000.00	170.00	3,170.00
Fannie Mae	3135G0VA8	5,003,500.00	807.69	5,002,692.31	5,000,000.00	2,083.33	(134.62)	1,948.71
Federal Home Loan Bank	31398A3T7	5,164,996.34	46,332.11	5,118,664.23	5,026,000.00	8,376.67	(6,618.87)	1,757.80
			49,268,622.76	48,909,710.56	48,726,000.00	39,285.00	(24,363.80)	14,921.20

July 31, 2014

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	July 31, 2014 Interest	FUND
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013	2/5/2015	\$ 1,458.33	2011 Sub DSRF
		<u>5,000,000</u>				<u>\$ 1,458.33</u>	

Travis County Escrow account

Balance		Accrued		Balance
7/1/2014	Additions	Interest	Withdrawals	7/31/2014
\$ 15,678,684.91		\$ 1,293.83		\$ 15,679,978.74



Monthly Newsletter - July 2014

Performance

As of July 31, 2014

July Averages

Current Invested Balance	\$4,816,487,266.54	Average Invested Balance	\$4,905,792,304.98
Weighted Average Maturity (1)	53 Days	Average Monthly Yield, on a simple basis	0.0323%
Weighted Average Maturity (2)	84 Days	Average Weighted Average Maturity (1)*	52 Days
Net Asset Value	1.000023	Average Weighted Average Maturity (2)*	81 Days
Total Number of Participants	788		
Management Fee on Invested Balance	0.05%*		
Interest Distributed	\$342,710.27		
Management Fee Collected	\$208,333.84		
% of Portfolio Invested Beyond 1 Year	5.60%		
Standard & Poor's Current Rating	AAAm		

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

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

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

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

Holiday Reminder

In observance of Labor Day, TexSTAR will be closed on Monday, September 1, 2014. All ACH transactions initiated on Friday, August 29th, will settle on Tuesday, September 2nd. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants. Please plan accordingly for your liquidity needs.

Economic Commentary

Many financial markets showed signs of softness during the month, as improving U.S. economic data led market participants to anticipate that the Federal Reserve might begin to move forward the expected timing of its first rate hike in years. The Federal Open Market Committee (FOMC) met at the end of July, confirming their asset purchases will end in October. The press release revealed small nuanced shifts in language, acknowledging that inflation "has moved somewhat closer" to the Fed's target of 2%. While this may have appeared to be a more hawkish stance, the Fed also inserted dovish language on the labor market, stating that "a range of labor market indicators suggests that there remains significant underutilization of labor resources." Many markets participants wondered whether the Fed is "behind the curve," moving too slowly in raising rates and letting inflation get out of hand. Geopolitical concerns increased during the month, but most markets saw little reaction to news. A major flare-up of tensions in the Gaza Strip and the downing of Malaysian Airlines flight 17 over rebel-held territory in Ukraine led to escalating economic sanctions against Russia by the U.S. and Europe.

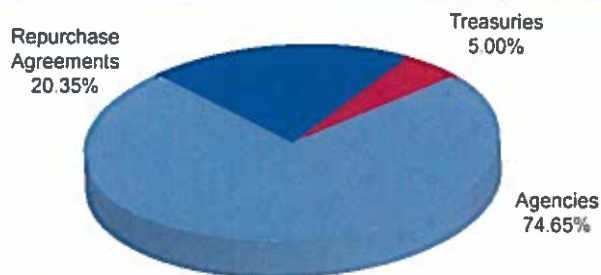
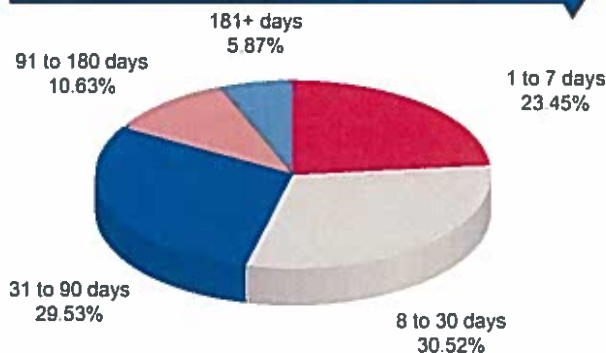
Economic data released during the month generally showed a continuation of the ongoing recovery. GDP growth in the U.S. is expected to average over 3% for the remainder of the year. The weak first quarter growth appears to have been an aberration, rather than the start of a cyclical downturn. Strong gains in the labor market are expected to gradually reduce slack and provide for a gradual pick-up in wage inflation. Consumer spending should benefit from the improvement in labor markets, increasing optimism and eventually drawing down the elevated savings rate. The potential for a loosening of consumer credit conditions adds some upside risk for consumption in the quarters ahead. Higher nominal GDP should result in improved corporate revenues. This, coupled with an acceleration in industrial production and tight capacity levels, will be supportive of increased business investment. Housing remains soft but should continue to firm up as job growth improves. Inflation expectations should begin to move higher as economic activity continues to firm. Monetary policy is expected to remain highly accommodative, even as the Fed's bond purchases are tapered further and fully end in October. The FOMC will likely remain cautious in its monetary policy approach and maintain rates at 0%-0.25% throughout the course of the year. It is anticipated that improvement in economic conditions will warrant the Fed to start normalizing rates sometime in the middle of 2015.

This information is an excerpt from an economic report dated July 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

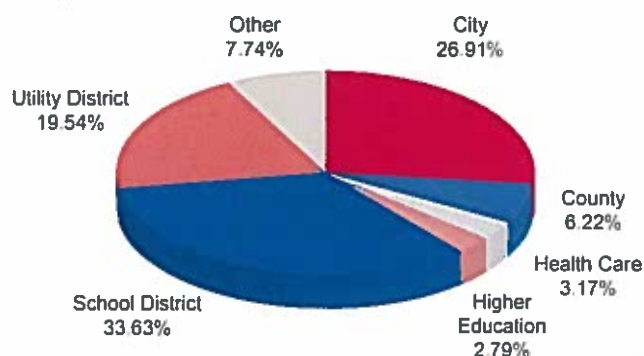
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of July 31, 2014



Portfolio by Maturity As of July 31, 2014



Distribution of Participants by Type As of July 31, 2014

Historical Program Information

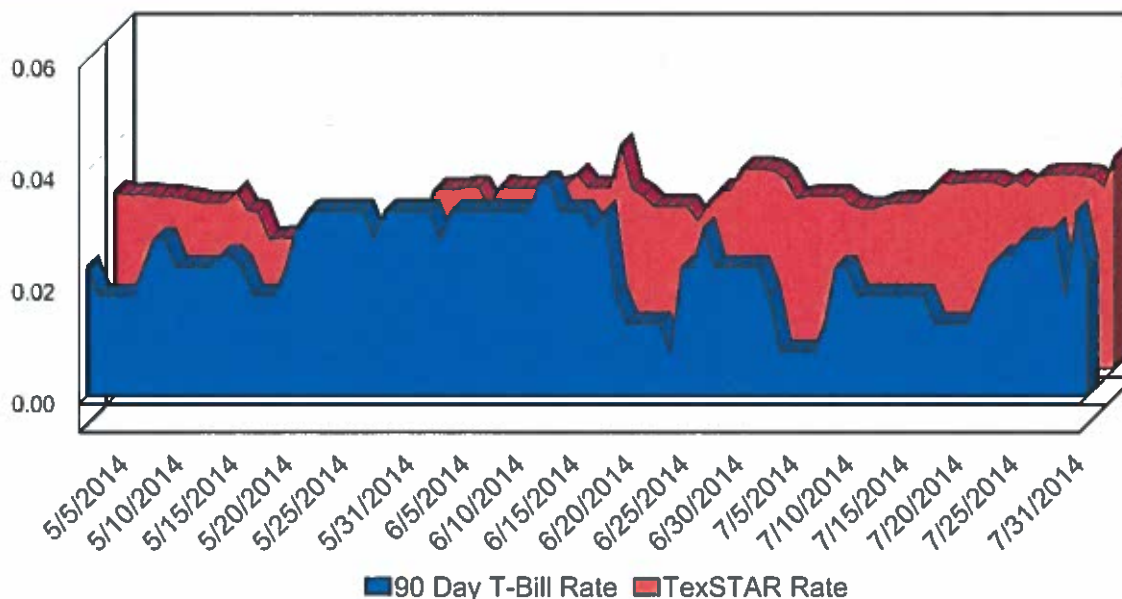
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jul 14	0.0323%	\$4,816,487,266.54	\$4,816,599,027.29	1.000023	52	81	788
Jun 14	0.0322%	4,682,201,994.16	4,682,381,855.14	1.000038	50	76	788
May 14	0.0273%	5,188,136,060.86	5,188,307,944.39	1.000034	52	74	786
Apr 14	0.0379%	5,297,751,521.64	5,298,035,810.85	1.000053	51	71	784
Mar 14	0.0400%	5,447,221,784.71	5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777

Portfolio Asset Summary as of July 31, 2014

	Book Value	Market Value
Uninvested Balance	\$ 13,097.46	\$ 13,097.46
Accrual of Interest Income	387,358.49	387,358.49
Interest and Management Fees Payable	(399,251.81)	(399,251.81)
Payable for Investment Purchased	(25,000,000.00)	(25,000,000.00)
Repurchase Agreement	985,160,000.00	985,160,000.00
Government Securities	3,856,326,062.40	3,856,437,823.15
Total	\$ 4,816,487,266.54	\$ 4,816,599,027.29

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

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consists 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 July 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
7/1/2014	0.0339%	0.00000929	\$4,672,083,369.55	1.000037	55	84
7/2/2014	0.0304%	0.00000833	\$4,875,644,037.62	1.000036	53	79
7/3/2014	0.0308%	0.00000843	\$4,910,814,116.37	1.000036	50	76
7/4/2014	0.0308%	0.00000843	\$4,910,814,116.37	1.000036	50	76
7/5/2014	0.0308%	0.00000843	\$4,910,814,116.37	1.000036	50	76
7/6/2014	0.0308%	0.00000843	\$4,910,814,116.37	1.000036	50	76
7/7/2014	0.0292%	0.00000799	\$4,899,717,620.43	1.000035	51	77
7/8/2014	0.0286%	0.00000783	\$4,910,946,824.60	1.000025	50	76
7/9/2014	0.0286%	0.00000783	\$4,991,548,368.85	1.000025	50	76
7/10/2014	0.0294%	0.00000805	\$4,942,683,069.74	1.000025	51	82
7/11/2014	0.0297%	0.00000813	\$4,946,434,972.32	1.000023	50	81
7/12/2014	0.0297%	0.00000813	\$4,946,434,972.32	1.000023	50	81
7/13/2014	0.0297%	0.00000813	\$4,946,434,972.32	1.000023	50	81
7/14/2014	0.0317%	0.00000869	\$4,975,165,306.09	1.000025	51	82
7/15/2014	0.0335%	0.00000918	\$4,938,636,423.35	1.000022	53	84
7/16/2014	0.0330%	0.00000903	\$4,925,506,804.96	1.000031	55	86
7/17/2014	0.0333%	0.00000911	\$4,934,348,463.96	1.000031	54	85
7/18/2014	0.0334%	0.00000915	\$4,921,967,029.68	1.000035	52	83
7/19/2014	0.0334%	0.00000915	\$4,921,967,029.68	1.000035	52	83
7/20/2014	0.0334%	0.00000915	\$4,921,967,029.68	1.000035	52	83
7/21/2014	0.0325%	0.00000891	\$4,892,419,643.26	1.000032	54	85
7/22/2014	0.0336%	0.00000920	\$4,919,182,664.96	1.000027	54	85
7/23/2014	0.0326%	0.00000893	\$4,952,884,917.13	1.000029	54	84
7/24/2014	0.0343%	0.00000940	\$4,902,985,099.77	1.000031	54	84
7/25/2014	0.0347%	0.00000951	\$4,896,752,432.86	1.000022	52	83
7/26/2014	0.0347%	0.00000951	\$4,896,752,432.86	1.000022	52	83
7/27/2014	0.0347%	0.00000951	\$4,896,752,432.86	1.000022	52	83
7/28/2014	0.0345%	0.00000944	\$4,821,663,730.31	1.000028	52	83
7/29/2014	0.0343%	0.00000939	\$4,864,131,720.00	1.000030	52	81
7/30/2014	0.0326%	0.00000892	\$4,904,806,353.17	1.000020	53	84
7/31/2014	0.0379%	0.00001037	\$4,816,487,266.54	1.000023	53	84
Average	0.0323%	0.00000884	\$4,905,792,304.98		52	81

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>Kenneth Huewitt</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>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</i>	<i>Advisory Board</i>

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

FirstSouthwest 

J.P.Morgan
Asset Management

Attachment B

Financial Statements for August 2014

Central Texas Regional Mobility Authority

Balance Sheet

	as of 8/31/2014	as of 8/31/2013
Assets		
Current Assets		
Cash		
Regions Operating Account	\$ 543,937	\$ 722,285
Cash In TexSTAR	580,879	59,786
Regions Payroll Account	170,056	143,065
Restricted Cash		
Fidelity Govt MMA	197,089,273	130,753,422
Restricted Cash-TexStar	11,709,742	24,657,200
Overpayments account	49,367	37,527
Total Cash and Cash Equivalents	210,143,253	156,373,285
Accounts Receivable		
Accounts Receivable	213,670	17,724
Due From TTA	1,078,976	100,238
Due From NTTA	251,559	134,726
Due From HCTRA	255,604	139,718
Due From TxDOT	27,246,289	992,036
Interest Receivable	127,025	328,267
Total Receivables	29,173,122	1,712,709
Short Term Investments		
Certificates of Deposit	5,000,000	-
Agencies	40,885,586	96,421,135
Total Short Term Investments	45,885,586	96,421,135
Total Current Assets	285,201,961	254,507,129
Total Construction In Progress	70,301,153	304,204,207
Fixed Assets (Net of Depreciation)		
Computers	76,968	104,430
Computer Software	1,121,374	445,900
Furniture and Fixtures	-	-
Equipment	9,417	17,635
Autos and Trucks	6,323	13,222
Buildings and Toll Facilities	5,803,257	5,980,372
Highways and Bridges	619,088,794	325,737,249
Communication Equipment	539,317	735,432
Toll Equipment	22,162,626	12,044,569
Signs	11,710,018	8,788,565
Land Improvements	12,923,976	7,248,258
Right of Way	85,152,004	46,642,851
Leasehold Improvements	186,851	164,813
Total Fixed Assets	758,780,927	407,923,296
Other Assets		
Intangible Assets	13,756,974	15,032,417
2005 Bond Insurance Costs	5,106,405	5,337,706

Prepaid Insurance	7,614		38,176	
Total Other Assets		18,870,993		20,408,299
Total Assets		<u><u>\$ 1,133,155,033</u></u>		<u><u>\$ 987,042,931</u></u>
Liabilities				
Current Liabilities				
Accounts Payable	684,432		215,411	
Construction Payable	15,746,280		-	
Overpayments	51,022		38,843	
Interest Payable	6,661,369		8,381,150	
TCDRS Payable	55,066		37,110	
Due to Other Entities	468,464		673,208	
Total Current Liabilities		23,666,633		9,345,722
Long Term Liabilities				
Accrued Vac & Sick Leave Payable	189,089		189,089	
Total Long Term Payables		189,089		189,089
Bonds Payable				
Senior Lien Revenue Bonds				
Senior Lien Revenue Bonds 2010	108,737,934		105,228,214	
Senior Lien Revenue Bonds 2011	308,043,967		307,377,178	
Senior Refunding Bonds 2013	184,710,000		185,810,000	
Sn Lien Rev Bnd Prem/Disc 2010	86,420		125,640	
Sn Lien Rev Bnd Prem/Disc 2011	(3,553,684)		(3,695,059)	
Sn Lien Rev Bnd Prem/Disc 2013	16,402,894		19,139,539	
Total Senior Lien Revenue Bonds		614,427,531		613,985,512
Sub Lien Revenue Bonds				
Subordinated Lien Bond 2011	70,000,000		70,000,000	
Sub Refunding Bnds 2013	103,710,000		103,960,000	
Sub Lien Bond 2011 Prem/Disc	(1,870,692)		(1,968,673)	
Sub Refunding 2013 Prem/Disc	3,710,332		4,204,516	
Tot Sub Lien Revenue Bonds		175,549,640		176,195,843
Other Obligations				
2011 Regions Draw Down Note	2,747,233		2,380,581	
2013 American Bank Loan	5,300,000		5,300,000	
Total Other Obligations		8,047,233		7,680,581
Total Long Term Liabilities		798,213,493		798,051,025
Total Liabilities		<u><u>821,880,126</u></u>		<u><u>807,396,747</u></u>
Net Assets				
Contributed Capital		23,347,060		18,334,846
Net Assets Beginning		263,492,792		153,684,259
Current Year Operations		24,435,056		7,627,079
Total Net Assets		<u><u>311,274,907</u></u>		<u><u>179,646,184</u></u>
				19,548,455
Total Liabilities and Net Assets		<u><u>\$ 1,133,155,033</u></u>		<u><u>\$ 987,042,931</u></u>

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 8/31/2014	Percent of Budget	Actual Prior YTD 8/31/2013
Revenue				
Operating Revenue				
Toll Revenue-TxTag-183A	\$ 22,080,350	\$ 4,444,399	20.13%	\$ 3,672,428
Toll Revenue-HCTRA-183A	1,089,491	117,486	10.78%	237,805
Toll Revenue-NTTA-183A	1,041,069	323,736	31.10%	147,067
Toll Revenue-TxTag-Manor	8,341,268	1,111,294	13.32%	338,034
Toll Revenue-HCTRA Manor	1,542,774	229,325	14.86%	43,232
Toll Revenue-NTTA-Manor	401,121	58,907	14.69%	15,514
Video Tolls 183A	8,414,300	1,048,116	12.46%	843,442
Video Tolls Manor Expressway	4,548,325	325,238	7.15%	124,831
Fee revenue 183A	2,660,832	345,251	12.98%	322,544
Fee revenue Manor Expressway	1,520,242	145,785	9.59%	82,387
Total Operating Revenue	51,639,772	8,149,536	15.78%	5,827,284
Other Revenue				
Interest Income	180,000	56,236	31.24%	30,173
Grant Revenue	2,399,600	28,288,346	1179%	7,944,478
Misc Revenue	-	100		3,702
Total Other Revenue	2,579,600	28,344,682	1099%	7,978,353
Total Revenue	\$ 54,219,372	\$ 36,494,218	67.31%	\$ 13,805,637
Expenses				
Salaries and Wages				
Salary Expense-Regular	2,286,142	329,470	14.41%	291,999
Part Time Salary Expense	51,000	-	0.00%	-
Overtime Salary Expense	3,000	-	0.00%	-
Salary Reserve	40,000	-	0.00%	-
TCDRS	334,167	46,305	13.86%	41,049
FICA	104,780	15,380	14.68%	13,481
FICA MED	33,417	4,781	14.31%	4,219
Health Insurance Expense	223,733	30,854	13.79%	31,095
Life Insurance Expense	5,903	702	11.89%	270
Auto Allowance Expense	10,200	-	0.00%	-
Other Benefits	190,809	15,551	8.15%	16,095
Unemployment Taxes	12,960	30	0.23%	12
Total Salaries and Wages	3,296,111	443,073	13.44%	398,220

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 8/31/2014	Percent of Budget	Actual Prior YTD 8/31/2013
Administrative				
Administrative and Office Expenses				
Accounting	5,000	1,269	25.37%	2,080
Auditing	70,000	5,112	7.30%	22,335
Human Resources	50,000	80,925	161.85%	2,675
IT Services	63,000	11,833	18.78%	5,233
Internet	6,700	275	4.10%	
Software Licenses	20,200	99	0.49%	
Cell Phones	12,100	1,215	10.04%	1,722
Local Telephone Service	25,000	2,440	9.76%	2,439
Overnight Delivery Services	1,700	15	0.88%	30
Local Delivery Services	1,150	-	0.00%	
Copy Machine	8,000	1,808	22.60%	800
Repair & Maintenance-General	500	47	9.49%	
Meeting Facilities	250	-	0.00%	
Community Meeting/ Events	5,000	-	0.00%	
Meeting Expense	17,700	498	2.81%	563
Public Notices	2,000	-	0.00%	
Toll Tag Expense	1,550	589	37.97%	35
Parking	3,400	402	11.83%	697
Mileage Reimbursement	9,750	490	5.03%	747
Insurance Expense	180,000	15,228	8.46%	12,703
Rent Expense	490,000	61,751	12.60%	17,636
Legal Services	320,000	-	0.00%	2,319
Total Administrative and Office Expenses	1,293,000	183,995	14.23%	72,014
Office Supplies				
Books & Publications	6,650	345	5.19%	369
Office Supplies	12,000	1,016	8.47%	2,825
Computer Supplies	12,500	475	3.80%	2,401
Copy Supplies	2,200	354	16.07%	-
Other Reports-Printing	13,000	414	3.18%	-
Office Supplies-Printed	2,700	562	20.80%	484
Misc Materials & Supplies	3,500	-	0.00%	30
Postage Expense	5,600	153	2.72%	72
Total Office Supplies	58,150	3,318	5.71%	6,181

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 8/31/2014	Percent of Budget	Actual Prior YTD 8/31/2013
Communications and Public Relations				
Graphic Design Services	50,000	-	0.00%	-
Website Maintenance	65,000	-	0.00%	-
Research Services	50,000	3,515	7.03%	-
Communications and Marketing	150,000	-	0.00%	100
Advertising Expense	260,000	2,517	0.97%	394
Direct Mail	5,000	-	0.00%	-
Video Production	30,000	-	0.00%	-
Photography	10,000	-	0.00%	-
Radio	10,000	-	0.00%	-
Other Public Relations	27,500	-	0.00%	-
Promotional Items	10,000	-	0.00%	-
Displays	5,000	-	0.00%	-
Annual Report printing	10,000	-	0.00%	-
Direct Mail Printing	5,000	-	0.00%	-
Other Communication Expenses	1,000	852	85.22%	98
Total Communications and Public Relations	688,500	6,884	1.00%	592
Employee Development				
Subscriptions	1,850	129	6.96%	(250)
Memberships	37,100	64	0.17%	1,388
Continuing Education	5,550	3,250	58.56%	116
Professional Development	12,200	-	0.00%	51
Other Licenses	700	166	23.70%	-
Seminars and Conferences	39,000	10,945	28.06%	8,150
Travel	91,000	6,719	7.38%	13,929
Total Employee Development	187,400	21,273	11.35%	23,384
Financing and Banking Fees				
Trustee Fees	16,000	-	0.00%	-
Bank Fee Expense	10,000	1,023	10.23%	967
Continuing Disclosure	8,500	-	0.00%	-
Arbitrage Rebate Calculation	7,000	-	0.00%	-
Loan Fee Expense	5,000	-	0.00%	-
Rating Agency Expense	50,000	13,500	27.00%	-
Total Financing and Banking Fees	96,500	14,523	15.05%	967
Total Administrative	2,323,550	229,993	9.90%	103,138

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 8/31/2014	Percent of Budget	Actual Prior YTD 8/31/2013
Operations and Maintenance				
Operations and Maintenance Consulting				
General Engineering Consultant	520,500	(5,718)	0.00%	
GEC-Trust Indenture Support	69,500	-	0.00%	-
GEC-Financial Planning Support	47,000	5,436	11.57%	-
GEC-Toll Ops Support	60,000	-	0.00%	-
GEC-Roadway Ops Support	187,000	28,774	15.39%	-
GEC-Technology Support	150,000	-	0.00%	-
GEC-Public Information Support	1,000	-	0.00%	-
GEC-General Support	225,000	6,267	2.79%	-
General System Consultant	175,000	6,713	3.84%	17,810
Traffic and Revenue Consultant	60,000	10,989	18.31%	7,386
Total Operations and Maintenance Consulting	1,495,000	52,461	3.51%	25,196
Road Operations and Maintenance				
Roadway Maintenance	700,000	(142,563)	0.00%	(63,636)
Landscape Maintenance	250,000	47,640	19.06%	20,679
Maintenance Supplies-Roadway	-	143		-
Tools & Equipment Expense	500	-	0.00%	-
Gasoline	6,000	343	5.72%	586
Repair & Maintenance-Vehicles	1,000	1,684	168.42%	84
Roadway Operations	50,000	-	0.00%	-
Electricity - Roadways	150,000	8,097	5.40%	-
Total Road Operations and Maintenance	1,157,500	(84,656)	0.00%	(42,287)
Toll Processing and Collection Expense				
Image Processing	3,000,791	321,136	10.70%	214,843
Tag Collection Fees	2,318,079	219,141	9.45%	168,753
Court Enforcement Costs	45,000	4,350	9.67%	-
DMV Lookup Fees	7,000	220	3.14%	-
Total Toll Processing and Collections	5,370,870	544,846	10.14%	383,596
Toll Operations Expense				
Emergency Maintenance	10,000	-	0.00%	
Generator Maintenance	27,700	750	2.71%	1,364
Generator Fuel	6,000	-	0.00%	
Elevator Maintenance	2,800	-	0.00%	
Refuse	800	131	16.34%	

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 8/31/2014	Percent of Budget	Actual Prior YTD 8/31/2013
Pest Control	1,600	128	8.00%	
Custodial	5,440	581	10.68%	
Fiber Optic System	40,000	8,538	21.34%	10,879
Water	7,500	689	9.19%	761
Electricity	30,000	10,166	33.89%	15,007
ETC spare parts expense	130,000	-	0.00%	-
Repair & Maintenance Toll Equip	5,000	-	0.00%	170
Law Enforcement	257,500	-	0.00%	19,300
ETC Maintenance Contract	1,368,000	113,933	8.33%	
ETC Development	125,000	-	0.00%	
ETC Testing	60,000	-	0.00%	
Total Toll Operations	2,077,340	134,915	6.49%	47,481
Total Operations and Maintenance	10,100,710	647,566	6.41%	413,986
Other Expenses				
Special Projects and Contingencies				
HERO	1,400,000	126,353	9.03%	112,450
Special Projects	1,190,000	24,814	2.09%	(4,000)
Other Contractual Svcs	130,200	8,508	6.53%	
Contingency	170,500	-	0.00%	
Total Special Projects and Contingencies	2,890,700	159,675	5.52%	108,450
Non Cash Expenses				
Amortization Expense	120,000	44,442	37.03%	15,376
Amort Expense - Refund Savings	1,300,000	171,310	13.18%	171,310
Dep Exp- Furniture & Fixtures	14,000	-	0.00%	-
Dep Expense - Equipment	15,000	1,454	9.69%	3,499
Dep Expense - Autos & Trucks	7,000	1,150	16.42%	1,150
Dep Expense-Buildng & Toll Fac	200,000	29,519	14.76%	29,519
Dep Expense-Highways & Bridges	19,000,000	2,768,847	14.57%	1,501,038
Dep Expense-Communic Equip	200,000	32,686	16.34%	32,686
Dep Expense-Toll Equipment	1,860,000	457,140	24.58%	257,746
Dep Expense - Signs	350,000	53,729	15.35%	40,461
Dep Expense-Land Improvemts	600,000	145,831	24.31%	65,612
Depreciation Expense-Computers	28,000	4,558	16.28%	3,352
Total Non Cash Expenses	23,694,000	3,710,664	15.66%	2,121,749
Total Other Expenses	26,584,700	3,870,339	14.56%	2,230,199

**Central Texas Regional Mobility Authority
Income Statement
All Operating Departments**

Account Name	Budget Amount FY 2015	Actual Year to Date 8/31/2014	Percent of Budget	Actual Prior YTD 8/31/2013
Non Operating Expenses				
Non Operating Expense				
Bond issuance expense	50,000	35,585	71.17%	17,973
Interest Expense	44,384,714	6,817,607	15.36%	3,005,042
Community Initiatives	65,000	15,000	23.08%	10,000
Total Non Operating Expense	<u>44,499,714</u>	<u>6,868,192</u>	<u>15.43%</u>	<u>3,033,015</u>
Total Expenses	<u>\$ 86,804,785</u>	<u>\$ 12,059,163</u>	<u>13.89%</u>	<u>\$ 6,178,558</u>
Net Income	<u>\$ (32,585,413)</u>	<u>\$ 24,435,056</u>		<u>\$ 7,627,079</u>

INVESTMENTS by FUND

		Balance	
		August 31, 2014	
Renewal & Replacement Fund			
TexSTAR	2,911,588.38		12,290,620.43
Regions Sweep	573,810.53		5,000,000.00
Agencies		3,485,398.91	181,512,327.54
TxDOT Grant Fund			40,885,346.75
TexSTAR	82,194.41		
Regions Sweep	3,684,642.65		
CD's			
Agencies	5,728,367.42	9,495,204.48	\$ 239,688,294.72
Senior Debt Service Reserve Fund			
TexSTAR	590,031.02		
Regions Sweep	22,636,930.24		
Agencies	25,035,904.69	48,262,865.95	
2010 Senior Lien DSF			
Regions Sweep	667,907.74		
TexSTAR	-	667,907.74	
2011 Debt Service Acct			
Regions Sweep	8,852,106.41	8,852,106.41	
2013 Sr Debt Service Acct			
Regions Sweep	2,874,652.99	2,874,652.99	
2013 Sub Debt Serrvice Account			
Regions Sweep	1,650,344.86	1,650,344.86	
2010 Senior Lien DSRF			
Regions Sweep	-	-	
2011 Sub Debt DSRF			
Regions Sweep	2,025,602.29		
CD's	5,000,000.00	7,025,602.29	
2011 Sub DSF			
Regions Sweep	2,363,760.81	2,363,760.81	
Operating Fund			
TexSTAR	580,878.71		
TexSTAR-Trustee	3,169,257.23		
Regions Sweep	-	3,750,135.94	
Revenue Fund			
TexSTAR	1.00		
Regions Sweep	1,671,727.15	1,671,728.15	
General Fund			
TexSTAR	53.78		
Regions Sweep	15,101,653.53		
Agencies	5,009,029.29	20,110,736.60	
2013 Sub Debt Service Reserve Fund			
Regions Sweep	3,279,768.57		
Agencies	5,112,045.35	8,391,813.92	
MoPac Construction Fund			
Regions Sweep	74,544,166.27	74,544,166.27	
2010-1 Sub Lien Projects Fund			
TexSTAR	785,583.20		
Regions Sweep	-	785,583.20	
2010 Senior Lien Construction Fund			
TexSTAR	1.19		
Regions Sweep	137,461.13	137,462.32	
2011 Sub Debt Project fund			
TexSTAR	4,170,911.85		
Agencies			
Regions Sweep	30,725,723.28	34,896,635.13	
2011 Sr Financial Assistance Fund			
Regions Sweep	7,424,511.59	7,424,511.59	
2011 Senior Lien Project Fund			
TexSTAR	119.66		
Regions Sweep	298,641.74	298,761.40	
Agencies			
45SW Trust Account Hays County			
Regions Sweep	500,019.18	500,019.18	
45SW Trust Account Travis County			
Regions Sweep	2,498,896.58	2,498,896.58	
		\$ 239,688,294.72	

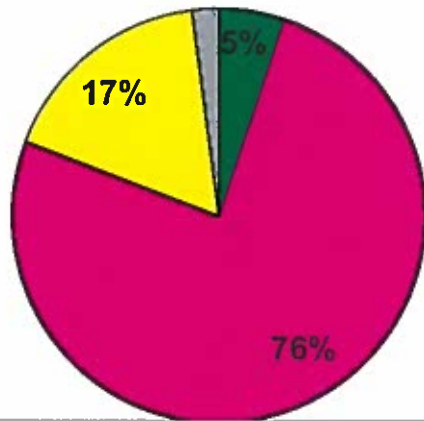
CTRMA INVESTMENT REPORT

	Month Ending 8/31/14					Rate Aug 14	
	Balance 8/1/2014	Additions	Discount Amortization	Accrued Interest	Withdrawals		Balance 8/31/2014
Amount in Trustee TexStar							
2011 Sub Lien Construction Fund	4,170,787.96			123.89		4,170,911.85	0.034%
2011 Senior Lien Construction Fund	119.66					119.66	0.034%
2010 Senior Lien Construction Fund	1.19					1.19	0.034%
2010-1 Sub Lien Projects	785,559.88			23.32		785,583.20	0.034%
General Fund	53.78					53.78	0.034%
Trustee Operating Fund	3,269,158.42	1,100,000.00		98.81	1,200,000.00	3,169,257.23	0.034%
Renewal and Replacement	2,911,501.91			86.47		2,911,588.38	0.034%
TxDOT Grant Fund	82,191.95			2.46		82,194.41	0.034%
Revenue Fund	1.00					1.00	0.034%
Senior Lien Debt Service Reserve Fund	590,013.50			17.52		590,031.02	0.034%
	11,809,389.25	1,100,000.00		352.47	1,200,000.00	11,709,741.72	
Amount in TexStar Operating Fund	580,859.26	1,200,000.00		19.45	1,200,000.00	580,878.71	0.034%
Regions Sweep Money Market Fund							
Operating Fund	0.00	1,100,000.00			1,100,000.00	0.00	0.100%
45SW Trust Account Travis County	2,500,034.25			212.33	1,350.00	2,498,896.58	0.100%
45SW Trust Account Hays County	500,000.00	0.00		19.18		500,019.18	0.100%
2010 Senior Lien Project Acct	175,532.43			15.20	38,086.50	137,461.13	0.100%
2011 Sub Lien Project Acct	30,919,667.49			2,728.21	196,670.42	30,725,723.28	0.100%
2011 Senior Lien Project Acct	298,874.50			25.38	250.14	298,641.74	0.100%
2011 Sr Financial Assistance Fund	7,423,881.07			630.52		7,424,511.59	0.100%
2010 Senior DSF	369,472.26	298,415.55		19.83		667,907.74	0.100%
2011 Senior Lien Debt Service Acct	8,827,545.10	23,812.49		748.82		8,852,106.41	0.100%
2011 Sub Debt Service Fund	2,363,560.07			200.74		2,363,760.81	0.100%
2013 Senior Lien Debt Service Acct	1,977,655.52	896,863.90		133.57		2,874,652.99	0.100%
2013 Subordinate Debt Service Acct	1,121,124.92	529,145.02		74.92		1,650,344.86	0.100%
TxDOT Grant Fund	3,669,331.01			15,311.64		3,684,642.65	0.100%
Renewal and Replacement	587,848.66			49.93	14,088.06	573,810.53	0.100%
Revenue Fund	2,916,243.15	3,846,706.96		160.23	5,091,383.18	1,671,727.15	0.100%
General Fund	13,648,139.69	2,749,234.87		1,064.51	1,297,785.54	15,101,653.53	0.100%
2011 Sub Debt Service Reserve Fund	2,025,430.27			172.02		2,025,602.29	0.100%
Senior Lien Debt Service Reserve Fund	14,800,691.51	8,000,000.00		36,238.73		22,638,930.24	0.100%
2013 Sub Debt Service Reserve Fund	3,279,490.04			278.53		3,279,768.57	0.100%
MoPac Managed Lane Construction Fund	77,449,864.28			6,605.24	2,912,303.25	74,544,166.27	0.100%
	174,855,386.22	17,444,178.79	0.00	64,687.63	10,651,925.10	181,512,327.54	
Amount in Fed Agencies and Treasuries							
Amortized Principal	48,909,710.56		(24,363.81)		8,000,000.00	40,885,346.75	
Accrued Interest				39,285.00			
	48,909,710.56	0.00	(24,363.81)		8,000,000.00	40,885,346.75	
Certificates of Deposit	5,000,000.00					5,000,000.00	
Total in Pools	12,390,248.51	2,300,000.00		371.92	2,400,000.00	12,290,620.43	
Total in Money Market	174,855,386.22	17,444,178.79		64,687.63	10,651,925.10	181,512,327.54	
Total in Fed Agencies	48,909,710.56	0.00	(24,363.81)		8,000,000.00	40,885,346.75	
Total Invested	240,955,345.29	19,744,178.79	(24,363.81)	65,059.55	21,051,925.10	239,688,294.72	

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

William Chapman, CFO Cindy Demers, Controller

Allocation of Funds



■ Total in Pools

■ Total in Money Market

■ Total in Fed Agencies

■ Total in CD's

Amount of Investments As of August 31, 2014

Agency	CUSIP #	COST	Book Value	Market Value	Yield to Maturity	Purchased	Matures	FUND
Federal Home Loan Bank	313378LX7	4,013,754.20	4,006,877.11	4,010,640.00	0.0267%	1/9/2014	4/30/2015	General
Federal Home Loan Bank	313378M57	1,004,065.22	1,002,152.18	1,002,830.00	0.0028%	1/9/2014	5/29/2015	General
Freddie Mac	3137EADD8	1,004,940.00	1,001,317.33	1,002,050.00	0.2290%	12/3/2012	4/17/2015	TxDOT Grant Fund
Northside ISD	66702RAG7	1,057,700.00	1,011,540.00	1,012,550.00	0.3580%	12/5/2012	2/15/2015	TxDOT Grant Fund
Federal Home Loan Bank	313371KG0	1,019,000.00	1,012,090.91	1,013,530.00	0.3912%	1/9/2014	10/28/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,001,990.00	1,001,266.36		0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0QB2	1,703,383.00	1,702,152.82	2,708,154.00	0.0381%	1/9/2014	10/22/2015	TxDOT Grant Fund
Fannie Mae	3135G0BY8	Matured	Matured	Matured	0.2150%	2/8/2013	8/28/2014	Senior DSRF
Federal Home Loan Bank	313371W51	12,217,422.00	12,036,237.00	12,038,040.00	0.2646%	2/8/2013	12/12/2014	Senior DSRF
Federal Home Loan Bank	3134G4T57	7,995,920.00	7,997,110.00	7,990,000.00	0.4750%	1/28/2014	1/28/2016	Senior DSRF
Fannie Mae	3135G0VA8	5,003,500.00	5,002,557.69	5,006,900.00	0.0468%	1/23/2014	3/1/3016	Senior DSRF
Federal Home Loan Bank	31398A3T7	5,164,996.34	5,112,045.35	5,119,131.78	0.3660%	1/9/2014	9/21/2015	2013 Sub DSRF
			40,885,346.75	40,903,825.78				

Agency	CUSIP #	COST	Cumulative			Interest Income			
			Amortization	8/31/2014 Book Value	Maturity Value	Accrued Interest	Amortization	August 31, 2014 Interest Earned	
Federal Home Loan Bank	313378LX7	4,013,754.20	6,877.09	4,006,877.11	4,000,000.00	1,766.67	(859.64)	907.03	
Federal Home Loan Bank	313378M57	1,004,065.22	1,913.04	1,002,152.18	1,000,000.00	475.00	(239.13)	235.87	
Freddie Mac	3137EADD8	1,004,940.00	3,622.67	1,001,317.33	1,000,000.00	416.67	(164.67)	252.00	
Northside ISD	66702RAG7	1,057,700.00	46,160.00	1,011,540.00	1,000,000.00	2,500.00	(1,923.33)	576.67	
Federal Home Loan Bank	313371KG0	1,019,000.00	6,909.09	1,012,090.91	1,000,000.00	1,208.33	(863.64)	344.69	
Fannie Mae	3135G0QB2	1,001,990.00	723.64	1,001,266.36	1,000,000.00	416.67	(90.45)	326.22	
Fannie Mae	3135G0QB2	1,703,383.00	1,230.18	1,702,152.82	1,700,000.00	708.33	(153.77)	554.56	
Fannie Mae	3135G0BY8	Matured	Matured	Matured	8,000,000.00	5,833.33	(4,426.43)	1,406.90	
Federal Home Loan Bank	313371W51	12,217,422.00	181,185.00	12,036,237.00	12,000,000.00	12,500.00	(9,059.25)	3,440.75	
Federal Home Loan Bank	3134G4T57	7,995,920.00	1,190.00	7,997,110.00	8,000,000.00	3,000.00	170.00	3,170.00	
Fannie Mae	3135G0VA8	5,003,500.00	942.31	5,002,557.69	5,000,000.00	2,083.33	(134.62)	1,948.71	
Federal Home Loan Bank	31398A3T7	5,164,996.34	52,950.99	5,112,045.35	5,026,000.00	8,376.67	(6,618.87)	1,757.80	
			41,186,670.76	303,704.01	40,885,346.75	48,726,000.00	39,285.00	(24,363.80)	14,921.20

August 31, 2014

Certificates of Deposit Outstanding

Bank	CUSIP #	COST	Yield to Maturity	Purchased	Matures	August 31, 2014 Interest	FUND
Compass Bank	CD 02636	5,000,000	0.35%	2/5/2013	2/5/2015	\$ 1,458.33	2011 Sub DSRF
		<u>5,000,000</u>				<u>\$ 1,458.33</u>	

Travis County Escrow account				
Balance		Accrued		Balance
8/1/2014	Additions	Interest	Withdrawals	8/31/2014
\$ 15,679,978.74		\$ 1,331.72	\$ 104,375.37	\$ 15,576,935.09



Monthly Newsletter - August 2014

Performance

As of August 31, 2014

August Averages

Current Invested Balance	\$4,815,579,162.38	Average Invested Balance	\$4,805,033,312.89
Weighted Average Maturity (1)	52 Days	Average Monthly Yield, on a simple basis	0.0350%
Weighted Average Maturity (2)	82 Days	Average Weighted Average Maturity (1)*	52 Days
Net Asset Value	1.000043	Average Weighted Average Maturity (2)*	83 Days
Total Number of Participants	788		
Management Fee on Invested Balance	0.05%*		
Interest Distributed	\$346,681.77		
Management Fee Collected	\$204,054.84		
% of Portfolio Invested Beyond 1 Year	4.07%		
Standard & Poor's Current Rating	AAAm		

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

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 August be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Holiday Reminder

Please note that in observance of the Columbus Day holiday, **TexSTAR will be closed Monday, October 13, 2014**. All ACH transactions initiated on Friday, October 10th will settle on Tuesday, October 14th. This is an unusual holiday where the investment markets are open but the banks are closed. Please plan accordingly for your liquidity needs.

Economic Commentary

While most risk markets declined during the beginning of the month, they generally rebounded in the second half of the month and U.S. equity markets hit new record highs. The Treasury market remained well supported throughout the month, with the curve flattening. This support was mainly due to favorable technical factors as global central banks remained accommodative, pension and insurance investors continued to demand longer maturities, and U.S. Treasury yields remained above other comparable government yields. All eyes were on Federal Reserve Chair Janet Yellen's keynote address at the Fed's Economic Symposium in Jackson Hole. Chair Yellen's address was perceived as balanced and did not offer any surprises.

Significant improvement is expected in economic growth during the second half of the year versus the first half in the U.S., with economic activity increasing sequentially through the fourth quarter. While the U.S. economy appears to be gaining traction, global growth continues to soften. Weak demand out of Europe is exacerbated by a reluctance of policymakers to be proactive. The positive news is that policymakers recognize the downside risks and are expected to provide additional stimulus later this year and the next. However, the uncertainty around this outcome will serve as a headwind to a more robust U.S. growth trajectory. Inflation should gradually drift higher in the U.S. as the economy gains more momentum in the second half of the year. Stronger domestic demand should be reflected in higher core services, but this will be offset by lower imported goods prices as the U.S. dollar strengthens. Inflation expectations should remain well behaved, but will likely move higher as the unemployment rate falls, the Fed remains accommodative and realized inflation moves higher.

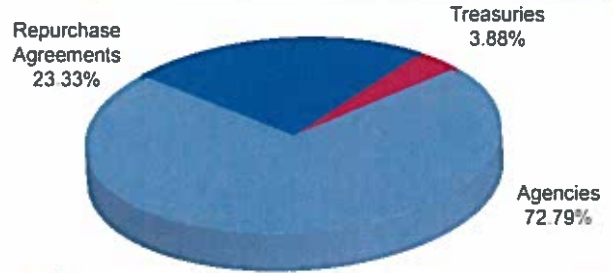
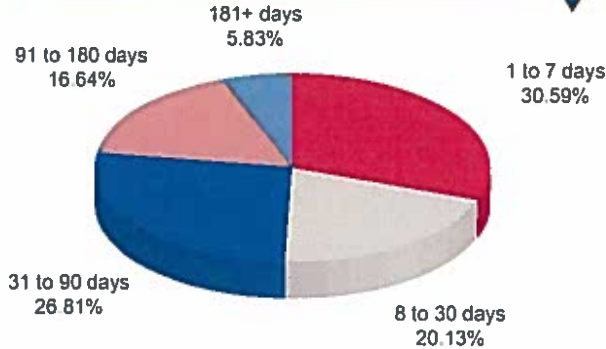
The Fed is widely expected to end its financial asset purchases in October. The Fed is forecasted to begin normalizing policy in the middle of 2015 and that they will maintain their current balance sheet level well after the first rate hike. With an early start to the normalization process and well-anchored inflation expectations, it is anticipated that the pace of tightening will be gradual at first. Despite some gradual tightening in 2015, the fed funds rate is expected to remain exceptionally accommodative by historical standards. The reduced accommodation from the Fed should be met with more accommodation from the ECB and the Bank of Japan, which will add to the global liquidity backdrop and suppress volatility, reduce term premiums and support risk assets.

This information is an excerpt from an economic report dated August 2014 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

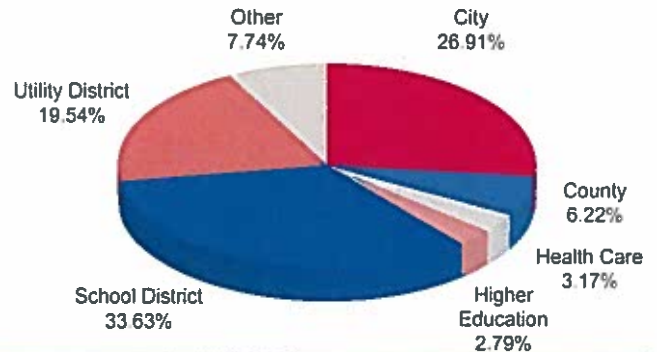
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

Portfolio by Type of Investment As of August 31, 2014



Portfolio by Maturity As of August 31, 2014



Distribution of Participants by Type As of August 31, 2014

Historical Program Information

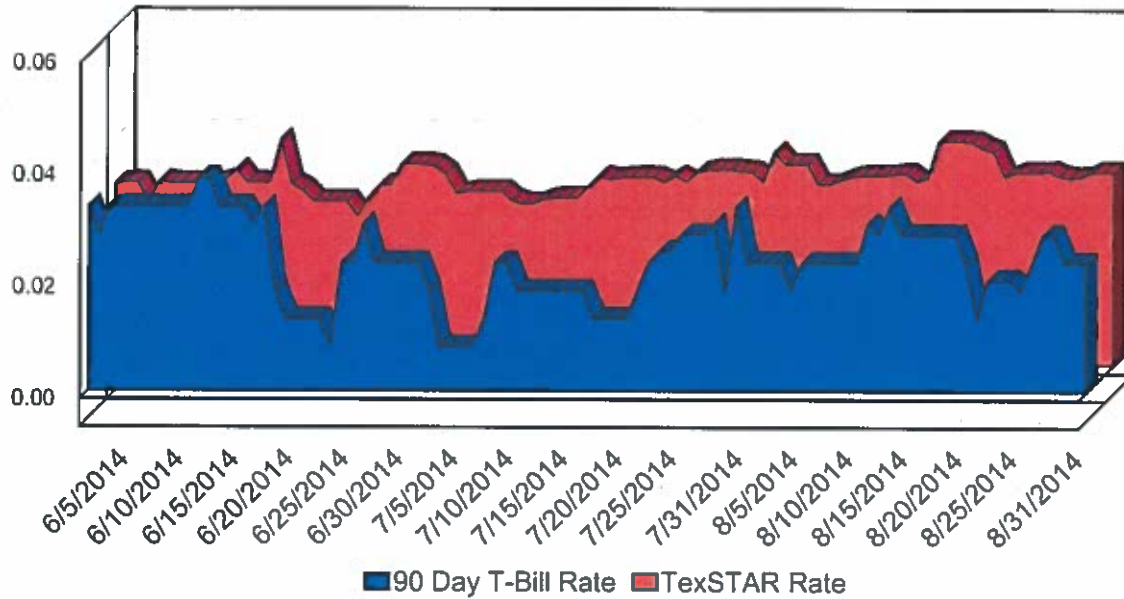
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Aug 14	0.0350%	\$4,815,579,162.38	\$4,815,792,254.70	1.000043	52	83	788
Jul 14	0.0323%	4,816,487,266.54	4,816,599,027.29	1.000023	52	81	788
Jun 14	0.0322%	4,682,201,994.16	4,682,381,855.14	1.000038	50	76	788
May 14	0.0273%	5,188,136,060.86	5,188,307,944.39	1.000034	52	74	786
Apr 14	0.0379%	5,297,751,521.64	5,298,035,810.85	1.000053	51	71	784
Mar 14	0.0400%	5,447,221,784.71	5,447,546,676.56	1.000059	51	66	784
Feb 14	0.0318%	5,890,162,246.46	5,890,513,830.50	1.000066	49	65	783
Jan 14	0.0303%	5,518,659,649.58	5,518,895,897.21	1.000048	49	64	781
Dec 13	0.0357%	4,749,571,555.83	4,749,808,699.35	1.000050	52	65	781
Nov 13	0.0405%	4,358,778,907.03	4,358,933,052.64	1.000035	52	63	781
Oct 13	0.0434%	4,549,543,382.92	4,549,816,768.31	1.000060	52	63	781
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781

Portfolio Asset Summary as of August 31, 2014

	Book Value	Market Value
Uninvested Balance	\$ 5,887.73	\$ 5,887.73
Accrual of Interest Income	313,215.16	313,215.16
Interest and Management Fees Payable	(404,895.75)	(404,895.75)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	1,123,325,000.00	1,123,325,000.00
Government Securities	3,692,339,955.24	3,692,553,047.56
Total	\$ 4,815,579,162.38	\$ 4,815,792,254.70

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

TexSTAR versus 90-Day Treasury Bill



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

Daily Summary for August 2014

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
8/1/2014	0.0357%	0.000000979	\$4,851,820,989.00	1.000029	51	82
8/2/2014	0.0357%	0.000000979	\$4,851,820,989.00	1.000029	51	82
8/3/2014	0.0357%	0.000000979	\$4,851,820,989.00	1.000029	51	82
8/4/2014	0.0322%	0.000000881	\$4,849,524,242.69	1.000025	51	81
8/5/2014	0.0321%	0.000000880	\$4,887,104,475.52	1.000031	50	79
8/6/2014	0.0329%	0.000000901	\$4,897,646,104.07	1.000035	50	79
8/7/2014	0.0335%	0.000000919	\$4,865,594,722.21	1.000036	52	81
8/8/2014	0.0337%	0.000000922	\$4,909,305,843.97	1.000038	50	79
8/9/2014	0.0337%	0.000000922	\$4,909,305,843.97	1.000038	50	79
8/10/2014	0.0337%	0.000000922	\$4,909,305,843.97	1.000038	50	79
8/11/2014	0.0340%	0.000000932	\$4,871,873,720.19	1.000027	53	84
8/12/2014	0.0341%	0.000000933	\$4,865,115,191.72	1.000033	52	83
8/13/2014	0.0327%	0.000000897	\$4,857,786,123.48	1.000033	53	84
8/14/2014	0.0333%	0.000000911	\$4,764,097,177.07	1.000046	53	85
8/15/2014	0.0399%	0.000001093	\$4,708,496,393.77	1.000042	51	83
8/16/2014	0.0399%	0.000001093	\$4,708,496,393.77	1.000042	51	83
8/17/2014	0.0399%	0.000001093	\$4,708,496,393.77	1.000042	51	83
8/18/2014	0.0398%	0.000001090	\$4,725,933,825.27	1.000038	51	83
8/19/2014	0.0387%	0.000001061	\$4,712,349,677.39	1.000039	52	83
8/20/2014	0.0380%	0.000001040	\$4,716,268,365.49	1.000034	53	85
8/21/2014	0.0336%	0.000000920	\$4,751,779,551.08	1.000038	54	85
8/22/2014	0.0343%	0.000000941	\$4,696,066,684.50	1.000034	53	85
8/23/2014	0.0343%	0.000000941	\$4,696,066,684.50	1.000034	53	85
8/24/2014	0.0343%	0.000000941	\$4,696,066,684.50	1.000034	53	85
8/25/2014	0.0346%	0.000000948	\$4,720,779,058.66	1.000038	54	86
8/26/2014	0.0337%	0.000000922	\$4,853,745,583.24	1.000040	54	85
8/27/2014	0.0334%	0.000000915	\$4,843,732,804.79	1.000040	55	85
8/28/2014	0.0335%	0.000000919	\$4,828,894,855.94	1.000041	54	85
8/29/2014	0.0344%	0.000000942	\$4,815,579,162.38	1.000043	52	82
8/30/2014	0.0344%	0.000000942	\$4,815,579,162.38	1.000043	52	82
8/31/2014	0.0344%	0.000000942	\$4,815,579,162.38	1.000043	52	82
Average	0.0350%	0.000000958	\$4,805,033,312.89		52	83

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>Kenneth Huewitt</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>Joni Freeman</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Eric Cannon</i>	<i>Town of Addison</i>	<i>Advisory Board</i>
<i>Nicole Conley</i>	<i>Austin ISD</i>	<i>Advisory Board</i>
<i>Pamela Moon</i>	<i>City of Lubbock</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>Plano ISD</i>	<i>Advisory Board</i>
<i>Becky Brooks</i>	<i>Government Resource Associates, LLC</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. 14-070

**AWARDING A CONTRACT FOR GENERAL TOLL SYSTEMS
CONSULTING SERVICES.**

WHEREAS, on May 21, 2014 the Board of Directors authorized the Executive Director to procure general toll systems consulting services in accordance with Mobility Authority Procurement Policies; and

WHEREAS, the Mobility Authority received two proposals, the evaluation committee scored the proposals, and the best value proposal was recommended to the Executive Director; and

WHEREAS, the Executive Director recommends awarding a general toll systems consulting services contract to the best value proposal, Fagan Consulting LLC, in an amount not to exceed \$1,546,880.00.

NOW THEREFORE, BE IT RESOLVED, that the Board approves awards a contract for general toll systems consulting services to Fagan Consulting LLC, and authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority a contract with Fagan Consulting LLC for in an amount not to exceed \$1,546,880.00, in the form or substantially the form attached as Exhibit 1 to this resolution; and

BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority two work authorizations under the executed contract with Fagan Consulting LLC, in the form or substantially the form attached as Exhibit 2 and Exhibit 3 to this resolution and in amounts that do not exceed the maximum compensation stated in Exhibit 2 and Exhibit 3.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-070
Date Passed: 9/24/14

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AGREEMENT FOR
GENERAL SYSTEMS CONSULTANT SERVICES**

This Professional Services Agreement (the "Agreement") is made and entered into by and between the Central Texas Regional Mobility Authority (the "Authority" or "CTRMA"), a regional mobility authority and a political subdivision of the State of Texas, and Fagan Consulting, LLC (the "Consultant") to be effective October 1, 2014 (the "Effective Date") with respect to general systems consultant services to be performed by the Consultant, as an independent contractor, for the CTRMA.

WITNESSETH:

WHEREAS, pursuant to that certain Request for Qualifications dated June 20, 2014 (the "RFQ"), the CTRMA sought to identify and obtain the services of a qualified firm to provide general systems consultant services for the CTRMA; and

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

WHEREAS, Fagan Consulting, LLC was identified by the CTRMA as the most highly qualified provider of the required services and this Agreement has been negotiated and finalized between those parties whereby the services shall be provided by Consultant to the Authority at a fair and reasonable price;

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

**ARTICLE 1
THE SERVICES**

The Authority, acting by and through its Executive Director (the "Executive Director"), hereby retains the Consultant, as an independent contractor, and the Consultant agrees to provide services to the Authority upon the terms and conditions provided in this Agreement. The scope of services (the "Services") provided under this Agreement is described in detail in Appendix A, attached and incorporated into this Agreement as if fully set forth herein.

The Consultant, as part of the Services, also shall assist the Authority in achieving the goals established in the CTRMA's Strategic Plan, as adopted pursuant to Texas Transportation Code § 370.261 and as it may be amended from time to time by the CTRMA Board of Directors. For specific aspects of the Services, the Consultant shall be expected to operate independently from the Authority and without extensive oversight and direction. The Consultant shall commit the personnel and resources reasonably required to respond promptly and fully to the responsibilities and tasks assigned by the CTRMA throughout the term of the Consultant's performance of the Services described in this Agreement.

ARTICLE
2
COMPENSATIO
N

Authorization for Consultant to perform the Services, compensation for Consultant's work, and other aspects of the mutual obligations concerning Consultant's work and payment therefore are as follows:

a. **BASIS FOR COMPENSATION.** Subject to the terms of a Work Authorization issued pursuant to subsection 2.b. below, the Authority agrees to pay, and the Consultant agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, hourly rates for the staff working on the assignment computed as follows:

Staff Assigned	Hourly Billing Rate
Ron Fagan	\$190.00
Bill Brownsberger	\$190.00
Barbara Jewell	\$170.00
Steve Doolin	\$177.00
Greg Mack	\$168.00
Robin Carty	\$138.00
Jeff O'Neill	\$200.00

Hourly rates as of the Effective Date of this Agreement will be revised effective beginning January 1, 2016, and annually on January 1 of each succeeding year thereafter, by multiplying the then-current hourly rate by the Hourly Rate Percentage Adjustment as calculated below and applying the adjusted hourly rate to time billed on and after the January 1 revision date. The "Hourly Rate Percentage Adjustment" shall mean a positive or negative percentage amount calculated by the following formula:

$$(CPI^t - CPI^{t-12}) / CPI^{t-12}$$

In this formula, "CPI^t" means the most recently published non-revised index of Consumer Prices for All Urban Consumers (CPI-U) before seasonal adjustment (the "CPI"), as published by the Bureau of Labor Statistics of the U.S. Department of Labor ("BLS") prior to the January 1 date for which a calculation is being made. The CPI is published monthly and the CPI for a particular month is generally released and published during the following month. The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors' and dentists' services, and drugs. In calculating the index, price changes for the various items are averaged together with weights that represent their importance in the spending of urban households in the United States. The contents of the market basket of goods and services and the weights assigned to the various items are updated periodically by the BLS to take into account changes in consumer

expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level is set at 100.0. The base reference period for the CPI is the 1982-1984 average. "CPI¹²" means the CPI published by the BLS 12 months prior to the CPI used to determine CPI¹, or on the date closest to 12 months prior to the CPI used to determine CPI¹. If the CPI is discontinued or substantially altered, as determined in the sole discretion of the Authority, the Authority will determine an appropriate substitute index or, if no such substitute index is able to be determined, the Authority may terminate this Agreement under the terms and provisions of Article 5 of this Agreement.

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

- b. **COMPENSATION FOR WORK AUTHORIZATIONS.** The Services to be performed by the Consultant pursuant to this Agreement shall be assigned and documented in a manner appropriate for the size and complexity of the specific tasks. Each activity, task, or project shall be performed pursuant to a separate Work Authorization, signed by the Authority and the Consultant. Work shall be in accordance with the scope, schedule, and budget set forth in said Work Authorization. The standard form of Work Authorization is attached hereto and incorporated herein as Appendix B, which standard form may be modified during the term of this Agreement upon the reasonable request of the Authority and agreement of the Consultant. Upon written directive from the Authority (which may occur via electronic mail), the Consultant shall prepare the Work Authorization for the specific task, to be submitted for the Authority's approval. No work shall begin on the activity until the Work Authorization is approved and fully executed. The basis for payment on each Work Authorization will be hourly rate as computed pursuant to subsection 2.a. above, as stipulated in the Work Authorization. In neither case will the maximum be exceeded without prior written approval from the Authority. The costs associated with work performed on any Work Authorization will be tracked and reported to the Authority separately from other work performed by the Consultant. The monthly invoice to the Authority will include a progress summary of the work performed the previous month on each ongoing Work Authorization.
- c. **EXPENSES.** The hourly rates include anticipated direct expenses and overhead, therefore no additional direct expenses incurred by the Consultant will be reimbursed by the Authority unless the Executive Director, in his discretion, provides a written authorization for the reimbursement of a specific expense incurred by the Consultant. The written authorization by the Executive Director under this subsection 2.c. shall be obtained and delivered to the Consultant before the reimbursable expense is incurred.
- d. **NON-COMPENSABLE TIME.** Time spent by the Consultant's employees or sub consultants to perform Services or functions capable of being carried out by other, subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the Consultant's personnel or sub consultants in an administrative or supervisory capacity not related to

the performance of the Services shall not be compensable. Time spent on work that is in excess of what would reasonably be considered appropriate for the performance of such Services shall not be compensable. No compensation shall be made for revisions to the Consultant's or subconsultants' Services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, subconsultants, or contractors.

- e. **INVOICES AND RECORDS.** The Consultant shall submit two (2) copies of its monthly invoices certifying the fees charged and any reimbursable expense authorized under subsection 2.c. incurred in providing the Services under this Agreement during the previous month, and shall also present a reconciliation of monthly invoices and the Work Authorization (and related estimates) to which the work relates. Each invoice shall be in such detail as is required by the Authority and, if the work is eligible for payment through a financial assistance agreement with the Texas Department of Transportation ("TxDOT"), in such detail as required by TxDOT, including a breakdown of Services provided on a project-by- project basis and/or pursuant to specified Work Authorizations, together with other Services requested by the Authority. Upon request of the Authority, the Consultant shall also submit certified time and expense records and copies of invoices that support the invoiced fees and expense figures. All invoices must be consistent with the rates established by subsection 2.a. Unless waived in writing by the Executive Director, no invoice may contain, and the Authority will not be required to pay, any charge which is more than three (3) months old at the time of invoicing. All books and records relating to the Consultant's or subconsultants' time, authorized reimbursable out-of-pocket expenses, materials, or other services or deliverables invoiced to the Authority under this Agreement shall be made available during the Consultant's normal business hours to the Authority and its representatives for review, copying, and auditing throughout the term of this Agreement and, after completion of the work, for two (2) years, or such period as is required by Texas law, whichever is longer.
- f. **EFFECT OF PAYMENTS.** No payment by the Authority shall relieve the Consultant of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any Service, product or other deliverable, the Authority determines that said Service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the product or deliverable does not satisfy the requirements of this Agreement and Consultant fails to correct or cure same within a reasonable period of time and at no additional cost to the Authority, the Consultant shall return any compensation received therefore. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement upon providing the Consultant prior written notice thereof.
- g. **PLACE OF PAYMENT.** Payments owing under this Agreement will be made by the Authority within thirty (30) days after receipt of the monthly invoice therefore, together with suitable supporting information, provided that if the payment is one eligible for reimbursement to the Authority from TxDOT, payment will be made within fifteen (15) business days of receipt by the Authority of the

TxDOT payment. In the event the Authority disputes payment, the Authority will pay the undisputed portion when due. Payment shall be forwarded to the address shown for the Consultant:

Fagan Consulting, LLC
Attn: Mr. Ron Fagan
16001 Spillman Ranch Loop
Austin, TX 78738

- h. TAXES.** All payments to be made by the Authority to the Consultant pursuant to this Agreement are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority acknowledges and represents that it is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Consultant in performing this Agreement shall be deemed to have passed to the Authority at the time the Consultant takes possession or earlier, and such consumable items shall immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practicable.
- i. AS-NEEDED BASIS.** As provided for above, the Authority shall request that the Consultant perform specific Services on an as-needed basis and through the issuance of Work Authorizations. No representation or assurance has been made on behalf of the Authority to the Consultant as to the minimum total compensation to be paid to the Consultant under this Agreement during any fiscal year. The maximum compensation the Authority is obligated to pay Fagan Consulting LLC under this Agreement is \$ 1,546,880.00.
- j. MOST FAVORED CUSTOMER.** The Consultant shall voluntarily and promptly disclose to the Authority, and immediately provide the Authority with, the benefits of any discounted hourly fees and rates offered by the Consultant to any public entity customer in the State of Texas for comparable services. The Consultant hereby represents to the Authority, as of the effective date of this Agreement and throughout the term thereof, that except as previously disclosed in writing it has and will have no contract or arrangement with any public entity customer in the State of Texas for comparable services that provides such customer with fees, or rates that are more favorable than those afforded the Authority under this Agreement. The Consultant shall make available to the Authority for review, copying, and auditing throughout the term of this Agreement and for two (2) years after the expiration thereof all such books and records as shall be necessary for the Authority or its representatives to determine compliance with this provision.

ARTICLE 3
TIME OF PERFORMANCE

It is understood and agreed that the maximum term of this Agreement shall be five (5) years, commencing October 1, 2014, and concluding September 30, 2019, (the "Expiration Date") subject to the earlier termination of this Agreement pursuant to Articles 4 or 5 below. The initial term shall be three (3) years commencing on the Effective Date, and there shall be two (2) successive one (1) year renewal terms following the expiration of the initial three (3) year term. In addition to any other termination rights set forth in this Agreement, either party may elect to terminate this Agreement at the conclusion of the third or fourth year of the term by providing one hundred twenty (120) days' written notice to the other prior to the end of the initial term or of the first renewal term. Absent such notice of termination, the renewal terms will automatically take effect. If at any time during the contract term the Consultant cannot provide the requested Services within the time required by the CTRMA or for any other reason, the Authority reserves the unilateral right to procure the Services from any other source it deems capable of providing those Services.

ARTICLE 4
TERMINATION FOR DEFAULT

Time is of the essence with respect to the performance and completion of all the Services to be furnished by the Consultant pursuant to Work Authorizations issued and which specify an agreed-upon completion or delivery date. Without limiting the foregoing, the Consultant shall furnish all Services in such a manner and at such times as the development schedules of the Projects require so that no delay in the progression of the evaluation, funding, design, or construction of the Projects will be caused by or be in any way attributable to the Consultant. Should the Consultant at any time, in the reasonable opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the Services to be rendered hereunder in an expeditious manner, or if the Consultant shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the Consultant with thirty (30) days prior written notice pursuant to Article 4 hereof and opportunity to cure, terminate this Agreement effective on the date following said 30-day notice and cure period (the "Termination Date"). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Consultant for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Article 4 or Article 5 below abrogate or in any way affect the indemnification obligations of the Consultant set forth in Article 16 hereof.

If the Authority shall terminate this Agreement as provided either in this Article 4 or Article 5, no fees of any type, other than fees due and payable as of the Termination Date pursuant to Article 2 hereof for work performed and acceptable to the Authority, shall thereafter be paid to the Consultant, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the Consultant's breach hereof, together with the right to set off amounts owed to the Consultant pursuant to the indemnity provisions. In determining the amount of any payments owed to the Consultant, the value of the work performed by the

Consultant prior to termination shall be no greater than the value that would result by compensating the Consultant in accordance with Article 2 hereof for all Services performed and expenses reimbursable in accordance with this Agreement.

ARTICLE 5 **OPTIONAL TERMINATION**

In addition to the process for termination described above, this Agreement may also be terminated as follows:

- a. **GENERALLY.** The Authority has the right to terminate this Agreement at its sole option, at any time with or without cause, by providing thirty (30) days written notice of such intention to terminate pursuant to this subsection 5.a. and by stating in said notice the "Optional Termination Date". Upon such termination, the Authority shall enter into a settlement with the Consultant upon an equitable basis as determined by the Authority, which shall fix the value of the work performed by the Consultant prior to the Optional Termination Date. In determining the value of the work performed, the Authority in all events shall compensate the Consultant for any reasonable costs or expenses attributable to the exercise of the Authority's optional termination, including reasonable costs related to developing a transition plan and providing data as provided for in Article 6, provided, however, that no consideration will be given to anticipated profit which the Consultant might possibly have made on the uncompleted portion of the Services.
- b. **NO FURTHER RIGHTS, ETC.** Termination of this Agreement and payment of an amount in settlement as described in this Article 5 shall extinguish all rights, duties, obligations, and liabilities of the Authority and the Consultant under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.
- c. **NO FURTHER COMPENSATION.** If the Authority shall terminate this Agreement as provided in this Article 5, no fees of any type, other than fees due and payable as of the Optional Termination Date, shall thereafter be paid to the Consultant, provided that the Authority shall not waive any right to damages incurred by reason of the Consultant's breach thereof. The Consultant shall not receive any compensation for Services performed by the Consultant after the Optional Termination Date, and any such Services performed shall be at the sole risk and expense of the Consultant.

ARTICLE 6 **TERMINATION, GENERALLY**

The Authority's rights and options to terminate this Agreement, as provided in any provision of this Agreement, shall be in addition to, and not in lieu of, any and all rights, actions, options, and privileges otherwise available under law or equity to the Authority by virtue of this

Agreement or otherwise. Failure of the Authority to exercise any of its said rights, actions, options, and privileges to terminate this Agreement as provided in any provision of this Agreement or otherwise shall not be deemed a waiver of any of said rights, actions, options, or privileges or of any rights, actions, options, or privileges otherwise available under law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

Upon request by the Executive Director, and subject to Article 12 hereto, the Consultant shall develop a transition plan to be implemented upon termination of this Agreement with the Consultant for any reason or upon the release of any subconsultant so as to ensure a smooth, efficient, and uninterrupted transition to any successor Consultant or subconsultant. The plan shall anticipate the steps necessary to transfer documents, computerized data, plans, work tasks, etc. in possession of or to be provided by the Consultant or its subconsultant(s), as the case may be, and include a schedule of events necessary to complete the transition. The plan should include, but not be limited to, a list of original documents/data being held on behalf of the Authority by the Consultant or its subconsultants; the manner and form in which information is being held; accessibility to the information; the Consultant's records retention policy and/or plan; and strategy to minimize disruption of Services in the event of the release of a subconsultant. A copy of the plan shall be given to the Executive Director for review and approval within thirty (30) days of receipt of the Executive Director's request and shall be updated as necessary to reflect any changes in Consultant activity.

ARTICLE 7

SUSPENSION OR MODIFICATION OF SERVICES; DELAYS AND DAMAGES

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend any portion of the Services of the Consultant hereunder, but not terminate this Agreement, by providing the Consultant with prior written notice to that effect. Thereafter, the suspended Services may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. Similarly, the Authority may expand, limit, or cancel any portion of the Services previously assigned to the Consultant in accordance with this Agreement. The Consultant shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend or modify the Services pursuant to this Article 7, provided, however, that any time limits established by the parties in any Work Authorization or otherwise for the completion of specific portions of the Services suspended pursuant to this Article 7 shall be extended to allow for said suspension or modifications thereof. Without limiting the foregoing, the Consultant agrees that no claims for damages or other compensation shall be made by the Consultant for any delays or hindrances occurring during the progress of any portion of the Services specified in this Agreement as a result of any suspension or modification of the Services or otherwise. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the Consultant to proceed to complete any Services or any part of them after the originally specified date for completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Authority or any of its rights herein.

ARTICLE 8
PERSONNEL, EQUIPMENT AND MATERIAL, GENERALLY

Consultant shall provide personnel and equipment as follows:

- a. **ADEQUATE PERSONNEL, ETC.** The Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel (drawn from its own employees or from approved subconsultants) and equipment, in the reasonable opinion of the Authority, to perform the Services with due and reasonable diligence customary of a firm enjoying a favorable national reputation, and in all events without delays attributable to the Consultant which have a reasonable likelihood of adversely affecting the progress of others involved with one or more of the Projects. All persons, whether employees of the Consultant or of an approved subconsultant, providing the Services shall be fully licensed to the extent required by their professional discipline associations' codes or otherwise by law.
- b. **REMOVAL OF PERSONNEL.** All persons providing the Services, whether employees of the Consultant or of an approved subconsultant, shall have such knowledge and experience as will enable them, in the Consultant's reasonable belief, to perform the duties assigned to them. Any such person who, in the opinion of the Authority, is incompetent or by his/her conduct becomes detrimental to the provision of the Services shall, upon request of the Authority, immediately be removed from the Services. The Consultant shall furnish the Authority with a fully qualified candidate for the removed person within ten (10) days thereafter, provided, however, said candidate shall not begin work under this Agreement unless and until approved by the Authority.
- c. **CONSULTANT FURNISHES EQUIPMENT, ETC.** Except as otherwise specified or agreed to by the Authority, the Consultant shall furnish all equipment, transportation, supplies, and materials required for its Services under this Agreement.

ARTICLE 9
KEY PERSONNEL

The Consultant acknowledges and agrees that the individual(s) identified in subsection 2.a. are key and integral to the satisfactory performance of the Consultant under this Agreement. Throughout the term of this agreement, the Consultant agrees that the identified individual(s) will remain in charge of the performance of the Services and shall devote substantial and sufficient time and attention thereto. The death or disability of any such individual, his/her disassociation from the Consultant or the approved subconsultant, or his/her failure or inability to devote sufficient time and attention to the Services shall require the Consultant promptly to replace said individual with a person suitably qualified and otherwise acceptable to the Authority. In no event shall the Consultant remove, transfer, or reassign any individual identified in subsection 2.a. except as instructed by, or with the prior written consent of, the Authority, which consent shall not be unreasonably withheld. The Consultant shall use its best efforts to enhance continuity in the key personnel, subconsultants, and other employees regularly performing the Services.

Individuals may be added to subsection 2.a. with the mutual consent of the Consultant and the Authority.

ARTICLE 10
BUSINESS OPPORTUNITY PROGRAM AND POLICY COMPLIANCE

It is the policy of the Authority's Board of Directors that disadvantaged and small businesses have the maximum practicable opportunity to participate in the awarding of Authority contracts and related subcontracts. To do so the Authority has developed a Business Opportunity Program and Policy ("BOPP"), which is incorporated herein by reference for all purposes. The Authority requires contractors to comply with the BOPP. The Consultant acknowledges that certain Services to be performed under this Agreement are subcontractable and will be subcontracted in accordance with the BOPP and as represented in Consultant's proposal in response to the RFQ. Consultant shall submit monthly subcontracting reports as part of its monthly invoices as required by BOPP.

ARTICLE 11
PLANNING AND PERFORMANCE REVIEWS; INSPECTIONS

As directed by the Authority, key personnel shall meet with the Authority's Executive Director and/or his designee(s) upon request (a) to assess the Consultant's progress under this Agreement and performance of the Services; and (b) to plan staffing levels to be provided by the Consultant to the Authority for the upcoming calendar quarter. The Consultant shall permit inspections of its Services and work by the Authority or others, when requested by the Authority. Nothing contained in this Agreement shall prevent the Authority from scheduling such other planning and performance reviews with the Consultant or inspections as the Authority determines necessary.

ARTICLE 12
OWNERSHIP OF REPORTS

Ownership of reports and related materials prepared by Consultant (or any subconsultant) at the direction of the Authority shall be as follows:

- a. **GENERALLY.** All of the documents, reports, plans, computer records, software maintenance records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, opinions, testing reports, photographs, drawings, analyses and other data and materials, and any part thereof, created, compiled or to be compiled by or on behalf of the Consultant solely under this Agreement ("work product"), including all information prepared for or posted on the Authority's website and together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and, for a period of two (2) years from completion of the Services or such period as is required by Texas law, whichever is longer, if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Consultant a revocable

license to retain and utilize the foregoing materials, said license to terminate and expire upon the earlier to occur of (a) the completion of Services described in this Agreement or (b) the termination of this Agreement, at which time the Consultant shall deliver to the Authority all such materials and documents. If the Consultant or a subconsultant desires later to use any of the data generated or obtained by it in connection with the Projects or any other portion of the work product resulting from the Services, it shall secure the prior written approval of the Authority. Notwithstanding anything contained herein to the contrary, the Consultant shall have the right to retain a copy of the above materials, records, and documents for its archives.

- b. **SEPARATE ASSIGNMENT.** If for any reason the agreement of the Authority and the Consultant set forth in subsection 12.a. above regarding the ownership of work product and other materials is determined to be unenforceable, either in whole or in part, the Consultant hereby assigns and agrees to assign to the Authority all right, title, and interest that Consultant may have or at any time acquire in said work product and other materials which are prepared solely for this Agreement, without royalty, fee or other consideration of any sort, and without regard to whether this Agreement has terminated or remains in force. The Authority hereby acknowledges, however, that all documents and other work product provided by the Consultant to the Authority and resulting from the Services performed under this Agreement are intended by the Consultant solely for the use for which they were originally prepared. Notwithstanding anything contained herein to the contrary, the Consultant shall have no liability for the use by the Authority of any work product generated by the Consultant under this Agreement on any project other than for the specific purpose and Project for which the work product was prepared. Any other reuse of such work product without the prior written consent of the Consultant shall be at the sole risk of the Authority.

- c. **DEVELOPMENT OF CONSULTANT WORK PRODUCT.**

The Authority acknowledges that the Consultant's work product will be developed using data that is available at the time of the execution of a given work order, and will not constitute any guarantee or other assurance of future events. The Consultant will prepare work product using practices that are standard procedures in the industry.

ARTICLE 13 **SUBCONSULTANTS**

Consultant may, with the prior written consent of the Executive Director, employ one or more subconsultants to provide Services under this Agreement. Responsibility for any Services under this Agreement performed by a subconsultant shall remain with the Consultant. If Consultant proposes the use of a subconsultant to provide Services, the Consultant shall obtain and provide to the Authority a schedule of the subconsultant's rate. The Executive Director shall review and approve, in his discretion, any rates, including overhead, to be paid to the

subconsultant. All subconsultants providing Services under this Agreement shall be subject to, and compensated or reimbursed in accordance with, all requirements of Article 3, provided that each subconsultant shall use its own actual hourly rates (computed using its own multiplier based on audited overhead rates, if overhead rates are approved) provided that no such rates shall exceed the corresponding rates paid by the Consultant for its personnel of comparable grade, category and experience. The Consultant agrees to pay its subconsultants for satisfactory performance of their contracts no later than thirty (30) days from its receipt of payment from the CTRMA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CTRMA. This clause applies to payments to all subconsultants.

ARTICLE 14

APPEARANCE AS WITNESS AND ATTENDANCE AT MEETINGS

Consultant shall cooperate with the Authority and requests for attendance at meetings and in various types of proceedings as follows:

- a. **WITNESS.** If requested by the Authority or on its behalf, the Consultant shall prepare such exhibits as may be requested for all hearings and trials related to any of the Projects, the Services, or the Authority's activities generally and, further, it shall prepare for and appear at conferences at the offices of legal counsel and shall furnish competent expert witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Projects, the Services, or the Authority's activities.
- b. **MEETINGS.** At the request of the Authority, the Consultant shall provide appropriate personnel for conferences at its offices, or attend meetings and conferences at (a) the various offices of the Authority, (b) at the district headquarters or offices of TxDOT, (c) the offices of the Authority's legal counsel, bond counsel, and/or financial advisors, (d) at the site of any Project, or (e) any reasonably convenient location.
- c. **WORK AUTHORIZATION.** In the event that services under this section are not covered by an existing Work Authorization, the Authority will issue a Work Authorization, pursuant to Article 2 hereto, to cover such services.

ARTICLE 15

COMPLIANCE WITH LAWS AND AUTHORITY POLICIES

The Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, the Authority's enabling legislation (Chapter 370 of the Texas Transportation

Code), and all amendments and modifications to any of the foregoing, if any. The Consultant shall also comply with the Authority's policies and procedures related to operational and administrative matters, such as, but not limited to, security of and access to CTRMA information and facilities. When requested, the Consultant shall furnish the Authority with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees above specified.

ARTICLE 16 **AUTHORITY INDEMNIFIED**

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, ARISING FROM THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO THE CONSULTANT'S PERFORMANCE OF THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT OR STRICT LIABILITY. IN SUCH EVENT, THE CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONSULTANT SHALL, NEVERTHELESS, INDEMNIFY THE AUTHORITY FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONSULTANTS, AND CONTRACTORS OR TO THEIR CONDUCT.

NOTWITHSTANDING THE FOREGOING, THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR (A) CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE PROJECTS; (B) THE FAILURE OF ANY CONTRACTOR, SUBCONTRACTOR, VENDOR, OR OTHER PROJECT PARTICIPANT, NOT UNDER CONTRACT TO THE CONSULTANT, TO FULFILL CONTRACTUAL RESPONSIBILITIES TO THE AUTHORITY OR TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS, REGULATIONS AND CODES; OR (C) PROCURING PERMITS, CERTIFICATES AND LICENSES REQUIRED FOR ANY CONSTRUCTION UNLESS SUCH PROCUREMENT RESPONSIBILITIES ARE SPECIFICALLY ASSIGNED TO THE CONSULTANT IN ACCORDANCE WITH THIS AGREEMENT.

ARTICLE 17 **CONFLICTS OF INTEREST**

The Consultant represents and warrants to the Authority, as of the effective date of this Agreement and throughout the term hereof, that it, its employees and subconsultants (a) have no

financial or other beneficial interest in any contractor, engineer, product or service evaluated or recommended by the Consultant, except as expressly disclosed in writing to the Authority, (b) shall discharge their responsibilities under this Agreement professionally, impartially and independently, and after considering all relevant information related thereto, and (c) are under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement or the performance of their respective obligations hereunder. In the event that a firm (individually or as a member of a consortium) submits a proposal to work for the Authority, Consultant shall comply with the Authority's conflict of interest policies and shall make disclosures as if it were one of the key personnel designated under such policies.

ARTICLE 18 **CONSULTANT NON-DISCLOSURE**

The Consultant and each subconsultant who provides Services to CTRMA under this Agreement shall execute a Non-Disclosure Agreement in the form attached as Appendix C no later than the date the Consultant signs the first Work Authorization issued under Article 2 or the date the subconsultant begins providing Services to CTRMA, respectively.

ARTICLE 19 **INSURANCE**

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

- a. **WORKERS' COMPENSATION INSURANCE.** In accordance with the laws of the State of Texas, and employer's liability coverage with a limit of not less than \$500,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- b. **COMMERCIAL GENERAL LIABILITY INSURANCE.** With limits not less than \$500,000 for bodily injury, including those resulting in death, and property damage on account of any one occurrence, with an aggregate limit of \$500,000. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE.** Applying to owned, non-owned, and hired automobiles in an amount not less than \$500,000 for bodily injury, including death, to any one person, and for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Consultant's obligations under this Agreement. A "Waiver of Subrogation" in favor of the Authority shall be provided.
- d. **VALUABLE PAPERS INSURANCE.** In an amount sufficient to cover the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials of Consultant relating to the Services provided under this Agreement in the event of their loss or destruction, until such time as the work has been delivered to the Authority.

- e. **EXCESS UMBRELLA LIABILITY.** With minimum limits of \$500,000 per claim and in the aggregate, annually, as applicable excess of the underlying policies required at a. – d. above. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

- f. **GENERAL FOR ALL INSURANCE.** The Consultant shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies (a) registered to do business in the State of Texas; (b) rated: (i), with respect to the companies providing the insurance under subsections 18.a. through d., above, by A. M. Best Company as “A-X” or better (or the equivalent rating by another nationally recognized rating service) and (ii) with respect to the company providing the insurance under subsection 18.e., a rating by A. M. Best Company or similar rating service satisfactory to the Authority and/or its insurance consultant; and (c) otherwise acceptable to the Authority.

All policies are to be written through companies registered to do business in the State of Texas. Such insurance shall be maintained in full force and effect during the life of this Agreement or for a longer term as may be otherwise provided for hereunder. Insurance furnished under subsections 18.b. and 18.c. above shall name the Authority additional insureds and shall protect the Authority, the Consultant, their officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Consultant, its officers, employees, directors, agents, and representatives in the performance of the Services rendered under this Agreement. Applicable Certificates shall also indicate that the contractual liability assumed in Article 16, above, is included.

The insurance carrier shall include in each of the insurance policies required under this Article the following statement: “This policy will not be canceled or non-renewed during the period of coverage without at least thirty (30) days prior written notice addressed to the Central Texas Regional Mobility Authority, 3300 North IH 35 , Suite 300, Austin, Texas 78705 , Attention: Executive Director.”

ARTICLE 20 **COORDINATION OF CONTRACT DOCUMENTS**

The General Systems Consulting Services Proposal for Central Texas Regional Mobility Authority and Appendices thereto, dated July 7, 2014, submitted by Fagan Consulting, LLC to the Authority (the “Proposal”) is attached hereto and incorporated herein as Appendix E for all purposes, provided, however, that in the event of any conflict between the Proposal and any other provision of,

appendices or exhibits to this Agreement, the Proposal shall be subordinate and the provision, appendices, or exhibits of this Agreement shall control.

ARTICLE 20
RELATIONSHIP BETWEEN THE PARTIES

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

ARTICLE 21
DELIVERY OF NOTICES, ETC.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight air courier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid. Any notices provided under this Agreement must be sent or delivered to:

In the case of the Consultant:

Fagan Consulting, LLC
Attn: Mr. Ron Fagan
16001 Spillman Ranch Loop
Austin, TX 78738

In the case of the CTRMA:

Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Attn: Andrew Martin, General Counsel

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

ARTICLE 22
REPORTS OF ACCIDENTS, ETC.

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

ARTICLE 23
AUTHORITY'S ACTS

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

ARTICLE 24
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by Chapter 370 of the Texas Transportation Code and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability thereunder.

The Consultant is obligated to comply with applicable standards of professional care in the performance of the Services. The Consultant makes no other representation or warranty, whether express or implied, and no warranty or guarantee is included or intended in this Agreement or in any "work product" or otherwise.

The Consultant shall be entitled to rely, without requirement of further investigation, on all information supplied to the Consultant by Authority.

Neither the Authority nor the Consultant shall in any event be liable for any consequential, incidental, indirect, punitive, exemplary or special damages (including, without limitation, loss of profits, business or goodwill of any kind from any causes of action (whether arising in contract, tort or otherwise) unless caused by their willful misconduct,

negligent act or omission, or other wrongful conduct. Each party to this Agreement is obligated to take commercially reasonable steps to mitigate any damages that it may incur. Nothing herein shall constitute a waiver of any other defenses that either party may have at law or in equity.

ARTICLE 25
CAPTIONS NOT A PART HEREOF

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

ARTICLE 26
CONTROLLING LAW, VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Travis County, Texas, for all disputes arising hereunder and waive the right to sue and be sued elsewhere.

ARTICLE 27
COMPLETE AGREEMENT

This Agreement sets forth the complete agreement between the parties with respect to the Services and, except as provided for in Article 19 above, expressly supersedes all other agreements (oral or written) with respect thereto. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and the Consultant. This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement. This provision cannot be waived orally by either party.

ARTICLE 28
TIME OF ESSENCE

As set forth in Article 4, with respect to any specific delivery or performance date or other deadline provided hereunder, time is of the essence in the performance of the provisions of this Agreement. The Consultant acknowledges the importance to the Authority of the project schedule and will perform its obligations under this Agreement with all due and reasonable care and in compliance with that schedule.

ARTICLE 29
SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or

circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 30
AUTHORIZATION

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

ARTICLE 31
SUCCESSORS

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

ARTICLE 32
INTERPRETATION

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

ARTICLE 33
BENEFITS INURED

This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in or to any other persons or entities, including the public in general.

ARTICLE 34
SURVIVAL

The parties hereby agree that each of the provisions in the Agreement are important and material and significantly affect the successful conduct of the business of the Authority, as well

as its reputation and goodwill. Any breach of the terms of this Agreement, including but not limited to the provisions of Articles 12 and 17, is a material breach of this Agreement, from which the Consultant may be enjoined and for which the Consultant also shall pay to the Authority all damages which arise from said breach. The Consultant understands and acknowledges that the Consultant's responsibilities under Articles 12 and 17 of this Agreement shall continue in full force and effect after the Consultant's contractual relationship with the Authority ends for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

Fagan Consulting, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPENDIX A

SCOPE OF SERVICES

I. Purpose

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the Toll Collection System (TCS) and Intelligent Transportation System (ITS) Implementation and Maintenance Services Agreement between the Authority and the Toll Systems Integrator.

The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

The Authority shall request Services on an as-needed basis. There is no guarantee that any or all of the Services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these Services on a nonexclusive basis. The Authority, at its option, may elect to have any of the Services set forth herein performed by other consultants or by the Authority's staff.

II. Services

The Scope of Services to be provided by the Consultant may include, but not be limited to, the following:

- A. Assist the Authority with the oversight of its contracts with the system integrators and participate in system requirements analysis.
- B. Participate in system design reviews.
- C. Review contract deliverables from the systems integrators to include without limitation the Preliminary System Design Document and Final System Design Document, Interface Plans, and the QA/QC Manual to ensure that deliverables conform to system's contract terms and Authority standards.
- D. Review detailed development and implementation schedules and assist with progress reporting.
- E. Participate in system development testing and assist the Authority in monitoring the tests.
- F. Oversee and participate in annual or biennial system accuracy testing.

- G. Review claims and change orders.**
- H. Monitor the systems' Design Testing and Acceptance Testing and advise the Authority regarding test process, progress, and results.**
- I. Advise regarding systems contract performance standards.**
- J. Provide other related technical services as requested by the Authority.**

APPENDIX B

WORK AUTHORIZATION

WORK AUTHORIZATION NO. ____

This Work Authorization is made as of this ____ day of _____, 20____, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of October 1, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Fagan Consulting, LLC ("Consultants"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

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

Section A. - Scope of Services

A.1. Consultant shall perform the following Services:

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

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

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

Section B. - Schedule

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

Section C. - Compensation

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

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to Consultant 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 Consultant. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance with the following:

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

Fagan Consulting, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPENDIX C
NONDISCLOSURE AGREEMENT

[FORM TO BE PROVIDED]

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1

This Work Authorization is made as of this 1st day of October, 2014 under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of October 1, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Fagan Consulting LLC ("Consultants"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the Toll Collection Implementation and Maintenance Services Agreement between the Authority and the Toll Systems Integrator.

Section A. – Scope of Services

A.1. Consultant shall perform the services described in Appendix A, Scope of Services, to the Agreement.

Section B. – Compensation

B.1. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant an amount not to exceed \$131,250 prior to July 1 2015, based on Article 2A, Basis of Compensation. Compensation shall be in accordance with the Agreement.

B.2. In return for the performance of the foregoing obligations, the Authority shall pay to Consultant an amount not to exceed \$175,000 annually beginning July 1, 2015, based on Article 2A, Basis of Compensation. Compensation shall be in accordance with the Agreement.

B.3. Compensation for Additional Services (if any) shall be paid by the Authority to Consultant according to the terms of a future Work Authorization.

Section C. – 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 Consultant.

IN WITNESS WHEREOF, the parties have executed the Agreement effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

Fagan Consulting LLC

By: _____
Name: _____
Title: _____

By: _____
Name: Ron Fagan
Title: Vice President, Human Capital
Solutions

WORK AUTHORIZATION NO. 2

This Work Authorization No. 2 is made as of this 1st day of October, 2014, under the terms and conditions established in the AGREEMENT FOR GENERAL SYSTEMS CONSULTANT SERVICES, dated as of October 1, 2014 (the "Agreement"), between the Central Texas Regional Mobility Authority ("Authority") and Fagan Consulting ("Consultant").

This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement:

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the Toll Collection Implementation and Maintenance Services Agreement between the Authority and the Toll Systems Integrator, as more specifically detailed in the Agreement at Appendix A (Scope of Services), Section II (Services).

Scope of Services

Consultant shall perform the services and provide the deliverables described in Appendix A attached to this Work Authorization No. 2 on an "as needed" basis pursuant to the written request of the Authority.

Compensation

Compensation for providing services and deliverables described by this Work Authorization shall in accordance with Article 2 of the Agreement. Compensation paid for services and deliverables provided under this Work Authorization shall not exceed a total amount of \$715,630. This maximum payment is based on the estimated costs set out in Appendix A.

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 2 to be effective on the date and year first written above.

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

Fagan Consulting LLC

By: _____
Mike Heiligenstein, Executive Director

By: _____
Name: _____
Title: _____

APPENDIX A

Scope of Services

Roadway Projects Support

I. Purpose

The Consultant shall provide technical assistance and advice to the Authority and assist in the management and oversight of the toll system design and implementation for new road projects. The Consultant shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under this work authorization. The Authority, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

Any Service provided under this Work Authorization is to be provided on an “as-needed” basis at the written request of the Authority. There is no guarantee that any or all of the Services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these Services on a nonexclusive basis. The Authority at its option may elect to have any of the Services set forth herein performed by other consultants or Authority's staff.

II. Services for the MoPac Improvement Project.

The Scope of Services to be provided by the Consultant may include the following:

1. Document existing system architecture and components for use in a change order for the Authority's current systems contractor.
2. Participate in the development of business rules and policies, including pricing policies, system operational plans, and enforcement strategies. Document the same business rules and policies. Ensure rules and policies can be effectively implemented and maintained.
3. Document a high-level system design that will become the basis of a toll system implementation work authorization for the MoPac Improvement Project system. Detail the high level system design to the point that effects on the current Toll Collection (Host and 183A) system can be categorized and assessed. Consider implications of system impact to the existing system and craft required considerations, upgrades and replacements into the design document. Obtain feedback from affected personnel and document the most effective system design based on cost, schedule, features, usability, maintainability, and adherence to the Authority's long-range strategic goals for the MoPac Improvement Project and the existing 183A systems.
4. Using the output of the tasks above, develop the technical specifications for the toll system work authorization to be used for the MoPac Improvement Project system. In addition to technical specifications, the work authorization will prescribe the high-level testing methodology to be used throughout the development and delivery of the toll system.
5. Assist with the evaluation of technical and cost proposal for work authorization negotiation.

6. Facilitate the System Integrator's (SI's) discovery efforts required for the SI to properly customize their existing products/services to meet the particular MoPac Improvement Project requirements. This will include onsite design meetings and other communications required to communicate the Authority's project requirements to the SI in a timely, accurate fashion that does not compromise the project schedule or system functionality.
7. Review, comment, and recommend approval (where appropriate) on all technical submittals provided by the SI related to the Project requirements. This may include the following plans/documents:
 - a) Implementation Schedule
 - b) Project Management Plan
 - c) Security Plan
 - d) Configuration Management and Document Control Plan
 - e) Quality Management Plan
 - f) Software Development Plan
 - g) System Requirements Document
 - h) System Detailed Design Document
 - i) Master Test Plan
 - j) All Required Test Completion Reports
 - k) Training Plan
 - l) Training Schedule and Training Materials
 - m) System User Manuals
 - n) System Administrator Manuals
 - o) Audit Manual
 - p) Maintenance Plan
 - q) Maintenance Service Manual
 - r) Disaster Recovery Plan
 - s) Installation Plan
 - t) Installation Checklist
 - u) Factory Acceptance Test Plan
 - v) Back Office (Host/IOP Hub) Integration Test Plan
 - w) As-Built System Detailed Design Document
8. Oversee system testing to ensure compliance with project requirements.
9. Track the SI's project schedules, risk analysis, and project status reporting.
10. Assist with the telecommunications required for connectivity of the tolling sites with the Authority's Host and disaster recovery site.
11. Assist with the fiber optic connectivity integration to TxDOT fiber infrastructure.
12. Assist in the definition of toll locations naming to comply with the Texas Interoperability requirements.
13. Provide other related technical services as requested by the Authority.
14. Deliverables: Deliverables from the tasks above include the following:

- a) Monthly Project Status Reports.
- b) New business rule and policy documentation.
- c) High level system design document.
- d) Technical requirements of the toll collection system.
- e) Design information required by System Integrator throughout this phase of the project.
- f) Comments related to all SI submitted documentation detailed above.
- g) Testing Status/Results Reports.

Table 1

Proposed Task Distribution of Hours	
Task Name: Mopac Improvement Project	
Sub-Task Description	Total Estimated Hours
Design definitions and requirements	580
Project Document Review	280
Project Meetings / Reports	120
Installation Support	200
System Testing Support/Coordination	1140
Total:	2320

Table 2

Proposed Task Costs and Hours			
Task Name: Mopac Improvement Project			
Resource Name	Total Estimated Hours	Hourly Rate	Estimated Cost
Greg Mack	1800	\$168.00	\$302,400.00
Ron Fagan	100	\$190.00	\$19,000.00
Bill Brownsberger	160	\$190.00	\$30,400.00
Steve Doolin	160	\$177.00	\$28,320.00
Barbara Jewell	40	\$170.00	\$6,800.00
Robin Carty	20	\$138.00	\$2,760.00
Jeff O'Neill	40	\$200.00	\$8,000.00
Total:	2320		\$397,680.00

III. Services for the Manor Expressway Project.

1. Assist the Authority with the oversight of its contract with the Toll System Integrator.
2. Oversee TCS Acceptance testing and advise the Authority regarding testing process, progress and results.
3. Assist with the fiber optic connectivity integration with the TxDOT fiber infrastructure.
4. Assist with integration requirements for interfacing with the Traffic Management Control Center for CTRMA.
5. Provide other related technical services as requested by the Authority.
6. Deliverables

Deliverables from the tasks above include the following:

- 1 High level system design document review
- 2 Communication network documentation review
- 3 Testing Status/Results Reports

Table 3

Proposed Task Distribution of Hours	
Task Name: Manor Expressway	
Sub-Task Description	Total Estimated Hours
System Testing Support/Coordination	300
<i>Total:</i>	<i>300</i>

Table 4

Proposed Task Costs and Hours			
Task Name: Manor Expressway			
Resource Name	Total Estimated Hours	Hourly Rate	Estimated Cost
Greg Mack	200	\$168.00	\$33,600.00
Ron Fagan	20	\$190.00	\$3,800.00
Bill Brownsberger	20	\$190.00	\$3,800.00
Steve Doolin	20	\$177.00	\$3,540.00
Barbara Jewell	20	\$170.00	\$3,400.00
Robin Carty	10	\$138.00	\$1,380.00
Jeff O'Neill	10	\$200.00	\$2,000.00
<i>Total:</i>	<i>300</i>		<i>\$51,520.00</i>

IV. Services for the SH 71 Project.

1. Assist the Authority with the oversight of its contract with the Toll System Integrator.
2. Participate in any Toll Collection System (TCS) design reviews
3. Review contract deliverables from the Toll Systems Integrator to include, without limitation, the System Design documents, Interface Control documents, and testing documentation to ensure that deliverables conform to the TCS contract terms and Authority standards.
4. Participate in system development testing and assist the Authority in monitoring of tests.
5. Oversee TCS Acceptance testing and advise the Authority regarding testing process, progress and results.
6. Assist with the telecommunications required for connectivity of the tolling sites with the CTRMA Host and disaster recovery site.
7. Assist with the fiber optic connectivity integration with the TxDOT fiber infrastructure.
8. Assist with integration requirements for interfacing with the Traffic Management Control Center for CTRMA.
9. Assist in the definition of toll locations naming to comply with the Texas Interoperability requirements.
10. Provide other related technical services as requested by the Authority.

11. Deliverables

Deliverables from the tasks above include the following:

- 1 High level system design document review
- 2 Communication network documentation review
- 3 Testing Status/Results Reports

Table 5

Proposed Task Distribution of Hours	
Task Name: SH71	
Sub-Task Description	Total Estimated Hours
Design definitions and requirements	8
Project Document Review	8
Project Meetings / Reports	8
Installation Support	16
System Testing Support/Coordination	80
Total:	120

Table 6

Proposed Task Costs and Hours			
Task Name: SH71			
Resource Name	Total Estimated Hours	Hourly Rate	Estimated Cost
Greg Mack	80	\$168.00	\$13,440.00
Ron Fagan	8	\$190.00	\$1,520.00
Bill Brownsberger	8	\$190.00	\$1,520.00
Steve Doolin	6	\$177.00	\$1,062.00
Barbara Jewell	6	\$170.00	\$1,020.00
Robin Carty	6	\$138.00	\$828.00
Jeff O'Neill	6	\$200.00	\$1,200.00
Total:	120		\$20,590.00

V. Services for the Bergstrom Expressway Project.

1. Assist the Authority with the oversight of its contract with the Toll System Integrator.
2. Participate in any Toll Collection System (TCS) design reviews
3. Review contract deliverables from the Toll Systems Integrator to include, without limitation, the System Design documents, Interface Control documents, and testing documentation to ensure that deliverables conform to the TCS contract terms and Authority standards.
4. Participate in system development testing and assist the Authority in monitoring of tests.
5. Oversee TCS Acceptance testing and advise the Authority regarding testing process, progress and results.
6. Assist with the telecommunications required for connectivity of the tolling sites with the CTRMA Host and disaster recovery site.
7. Assist with the fiber optic connectivity integration with the TxDOT fiber infrastructure.
8. Assist with integration requirements for interfacing with the Traffic Management Control Center for CTRMA.
9. Assist in the definition of toll locations naming to comply with the Texas Interoperability requirements.
10. Provide other related technical services as requested by the Authority.

Deliverables

Deliverables from the tasks above include the following:

- 1 High level system design document review
- 2 Communication network documentation review
- 3 Testing Status/Results Reports

Table 7

Proposed Task Distribution of Hours	
Task Name: Bergstrom Express	
Sub-Task Description	Total Estimated Hours
Design definitions and requirements	40
Project Document Review	80
Project Meetings / Reports	80
Installation Support	400
System Testing Support/Coordination	850
Total:	1450

Table 8

Proposed Task Costs and Hours			
Task Name: Bergstrom Express			
Resource Name	Total Estimated Hours	Hourly Rate	Estimated Cost
Greg Mack	1250	\$168.00	\$210,000.00
Ron Fagan	40	\$190.00	\$7,600.00
Bill Brownsberger	40	\$190.00	\$7,600.00
Steve Doolin	40	\$177.00	\$7,080.00
Barbara Jewell	40	\$170.00	\$6,800.00
Robin Carty	20	\$138.00	\$2,760.00
Jeff O'Neill	20	\$200.00	\$4,000.00
Total:	1450		\$245,840.00

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

RESOLUTION NO. 14-071

**AWARDING A CONTRACT FOR ENGINEERING DESIGN SERVICES
FOR THE SH 45 SW PROJECT.**

WHEREAS, by Resolution No. 14-031 adopted on March 26, 2014, the Board of Directors authorized the Executive Director to initiate and implement a procurement process for professional engineering design services for the SH 45 SW Project in accordance with Mobility Authority Procurement Policies; and

WHEREAS, the Mobility Authority received nine responses to the request for qualifications issued on May 23, 2014, and those responses were reviewed and evaluated by a selection committee in accordance with the request for qualifications and the Mobility Authority's Procurement Policies; and

WHEREAS, after review and analysis of the proposals by the selection committee, including an interview with the three short-listed teams, the selection committee has made its recommendations to the Executive Director, and the Executive Director recommends to the Board, that the Board select and authorize negotiation of a contract for professional engineering design services with Rodriguez Transportation Group, Inc..

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors selects Rodriguez Transportation Group, Inc., to provide professional engineering design services for the SH 45 SW Project; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to negotiate a professional services contract with Rodriguez Transportation Group, Inc., for the requested services and to present that proposed contract to the Board for its approval.

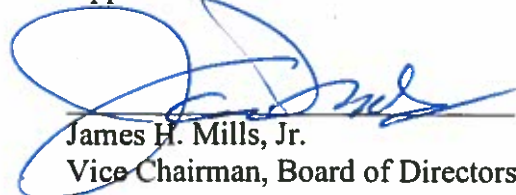
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-071
Date Passed: 9/24/14

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

RESOLUTION NO. 14-072

**AWARDING A CONSTRUCTION CONTRACT FOR
THE 183/183A INTERSECTION.**

WHEREAS, on June 25, 2014 the Board of Directors authorized the Executive Director to advertise, release bid documents, and review bids consistent with the Mobility Authority Procurement Policy to construct the 183/183A intersection improvements (the "Project"); and

WHEREAS, the Mobility Authority received five bids, and after review by staff the apparent low bid was found to be responsive, mathematically correct, and materially balanced; and

WHEREAS, the Executive Director recommends awarding a construction contract to M.A. Smith Contracting, Inc. to construct the Project in an amount not to exceed \$4,968,543.09.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to negotiate and execute on behalf of the Mobility Authority an agreement with M.A. Smith Contracting, Inc. to construct the Project for an amount to exceed \$4,968,543.09, and upon such other terms and conditions as the Executive Director determines is in the best interest of the Mobility Authority.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-072
Date Passed: 9/24/14

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

RESOLUTION NO. 14-073

**APPROVING RESPONDENTS QUALIFIED TO RESPOND TO A REQUEST FOR
DETAILED PROPOSALS TO DEVELOP THE BERGSTROM EXPRESSWAY
PROJECT UNDER A DESIGN/BUILD CONTRACT**

WHEREAS, by Resolution No. 14-023, adopted March 26, 2014, the Board of Directors exercised its option as a local toll project entity to develop, finance, construct, and operate six tolled lanes on US 183 South from US 290 to SH 71 and reconstruct the existing non-tolled lanes to protect and enhance the existing non-tolled capacity as a transportation project known as the Bergstrom Expressway (183 South) Project (the "Project"); and

WHEREAS, Subchapter K, Chapter 370, Transportation Code, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Subchapter A, Article 7, Chapter 4 of the Mobility Authority Policy Code implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, in accordance with those procurement policies and state law, also on March 26, 2014, the Board, by Resolution No. 14-024, authorized and directed the Executive Director to issue a Request for Qualifications to solicit qualifications submittals from teams interested in pursuing the development of the Project through a design-build contract; and

WHEREAS, on April 14, 2014, the Executive Director issued a "Request for Qualifications for Development of the Bergstrom Expressway (183 South) Project Through a Design-Build Contract" (the "RFQ"); and

WHEREAS, the Mobility Authority received four responses to the RFQ, each of which complied with and was responsive to the RFQ; and

WHEREAS, the Executive Director appointed an RFQ Evaluation Committee to evaluate the responses and to recommend a short-list of teams to participate in the detailed proposal phase of the design-build contract procurement process; and

WHEREAS, pursuant to the RFQ and Mobility Authority procurement policies, the Evaluation Committee analyzed and scored each proposal using the criteria and procedure set forth in the RFQ; and

WHEREAS, the RFQ Evaluation Committee has recommended to the Executive Director those teams best qualified to submit a detailed proposal for the Project in response to a request for detailed proposals ("RFDP") to be issued after a final RFDP is approved and issued; and

WHEREAS, the Executive Director recommends to the Board that it approve the short-list of teams identified and recommended by the RFQ Evaluation Committee, as set forth in Exhibit 1 to this Resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the short-list of teams recommended by the Executive Director, as identified and listed on Exhibit 1 to this Resolution; and

BE IT FURTHER RESOLVED, that the Board expresses its appreciation to all of the teams and members of the teams that submitted a response to the RFQ.

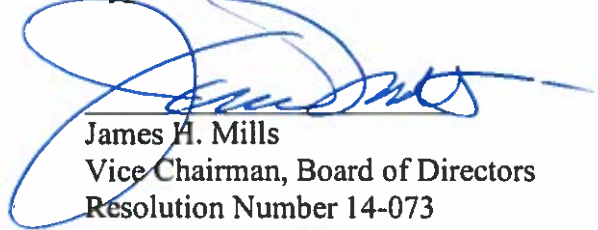
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills
Vice Chairman, Board of Directors
Resolution Number 14-073
Date Passed 9/24/14

Exhibit 1 to Resolution No. 14-073

Short-List of Teams Qualified to Respond to the RFDP

To Develop the Bergstrom Expressway (183 South) Project

[TO BE PROVIDED AT BOARD MEETING]



Bergstrom Expressway Builders

(Ferrovial Agroman US Corp.)

Bergstrom Gateway Alliance

(Austin Bridge & Road, LP and Flatiron Constructors, Inc.)

Colorado River Constructors

(Fluor Enterprises, Inc. and Balfour Beatty Infrastructure, Inc.)

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

RESOLUTION NO. 14-073

**APPROVING RESPONDENTS QUALIFIED TO RESPOND TO A REQUEST FOR
DETAILED PROPOSALS TO DEVELOP THE BERGSTROM EXPRESSWAY
PROJECT UNDER A DESIGN/BUILD CONTRACT**

WHEREAS, by Resolution No. 14-023, adopted March 26, 2014, the Board of Directors exercised its option as a local toll project entity to develop, finance, construct, and operate six tolled lanes on US 183 South from US 290 to SH 71 and reconstruct the existing non-tolled lanes to protect and enhance the existing non-tolled capacity as a transportation project known as the Bergstrom Expressway (183 South) Project (the "Project"); and

WHEREAS, Subchapter K, Chapter 370, Transportation Code, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Subchapter A, Article 7, Chapter 4 of the Mobility Authority Policy Code implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, in accordance with those procurement policies and state law, also on March 26, 2014, the Board, by Resolution No. 14-024, authorized and directed the Executive Director to issue a Request for Qualifications to solicit qualifications submittals from teams interested in pursuing the development of the Project through a design-build contract; and

WHEREAS, on April 14, 2014, the Executive Director issued a "Request for Qualifications for Development of the Bergstrom Expressway (183 South) Project Through a Design-Build Contract" (the "RFQ"); and

WHEREAS, the Mobility Authority received four responses to the RFQ, each of which complied with and was responsive to the RFQ; and

WHEREAS, the Executive Director appointed an RFQ Evaluation Committee to evaluate the responses and to recommend a short-list of teams to participate in the detailed proposal phase of the design-build contract procurement process; and

WHEREAS, pursuant to the RFQ and Mobility Authority procurement policies, the Evaluation Committee analyzed and scored each proposal using the criteria and procedure set forth in the RFQ; and

WHEREAS, the RFQ Evaluation Committee has recommended to the Executive Director those teams best qualified to submit a detailed proposal for the Project in response to a request for detailed proposals ("RFDP") to be issued after a final RFDP is approved and issued; and

WHEREAS, the Executive Director recommends to the Board that it approve the short-list of teams identified and recommended by the RFQ Evaluation Committee, as set forth in Exhibit 1 to this Resolution.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the short-list of teams recommended by the Executive Director, as identified and listed on Exhibit 1 to this Resolution; and

BE IT FURTHER RESOLVED, that the Board expresses its appreciation to all of the teams and members of the teams that submitted a response to the RFQ.

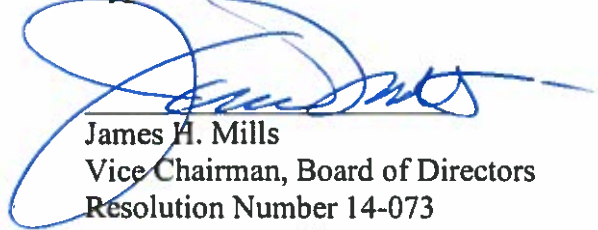
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills
Vice Chairman, Board of Directors
Resolution Number 14-073
Date Passed 9/24/14

Exhibit 1 to Resolution No. 14-073

Short-List of Teams Qualified to Respond to the RFDP

To Develop the Bergstrom Expressway (183 South) Project

[TO BE PROVIDED AT BOARD MEETING]

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

RESOLUTION NO. 14-074

**AUTHORIZING ISSUING BOTH A DRAFT AND A FINAL REQUEST FOR
DETAILED PROPOSALS TO DEVELOP THE BERGSTROM EXPRESSWAY
PROJECT UNDER A DESIGN-BUILD CONTRACT.**

WHEREAS, by Resolution No. 14-023, adopted March 26, 2014, the Board of Directors exercised its option as a local toll project entity to develop, finance, construct, and operate six tolled lanes on US 183 South from US 290 to SH 71 and reconstruct the existing non-tolled lanes to protect and enhance the existing non-tolled capacity as a transportation project known as the Bergstrom Expressway (183 South) Project (the "Project"); and

WHEREAS, Subchapter K, Chapter 370, Transportation Code, authorizes the Mobility Authority to use a design-build method to develop the Project; and

WHEREAS, Subchapter A, Article 7, Chapter 4 of the Mobility Authority Policy Code implements applicable state law and establishes the process the Mobility Authority will use to solicit proposals for a design-build contract to develop the Project; and

WHEREAS, in accordance with those procurement policies and state law, also on March 26, 2014, the Board, by Resolution No. 14-024, authorized and directed the Executive Director to issue a Request for Qualifications to solicit qualifications submittals from teams interested in pursuing the development of the Project through a design-build contract; and

WHEREAS, on April 14, 2014, the Executive Director issued a "Request for Qualifications for Development of the Bergstrom Expressway (183 South) Project Through a Design-Build Contract" (the "RFQ"); and

WHEREAS, by a separate resolution enacted on September 24, 2014, the Board has selected the Short-List Teams qualified to receive an RFDP for a design-build contract to develop the Project; and

WHEREAS, Section 370.409 of the Transportation Code and Section 401.314 of the Policy Code provide for the payment by the Mobility Authority of a stipend to each unsuccessful proposer that submits a responsive proposal to the RFDP.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to release a draft RFDP for development of the Project through a design-build contract to each of the Short-List Teams for industry review and comment; and

BE IT FURTHER RESOLVED, following receipt and consideration of comments on the draft RFDP, and after the Federal Highway Administration approves the final RFDP, the Executive

Director is authorized to issue to each of the Short-List Teams the final RFDP and any necessary Addenda.

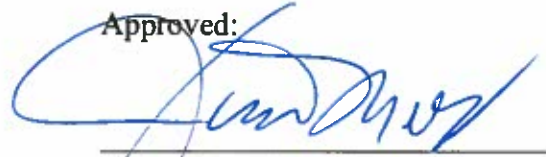
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-074
Date Passed: 09/24/2014

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

RESOLUTION NO. 14-075

**APPROVING A CHANGE ORDER WITH CENTRAL TEXAS
MOBILITY CONSTRUCTORS, LLC, FOR ADDITIONAL MAIN LANE
PAVING ON THE MANOR EXPRESSWAY PROJECT.**

WHEREAS, by Resolution No. 11-019, dated March 30, 2011, the Board of Directors approved and authorized the Executive Director to execute a design-build comprehensive development agreement with Central Texas Mobility Constructors LLC ("CTMC") to develop the Manor Expressway Phase II Project (the "Project"), and the design/build comprehensive development agreement contract for construction of the Project was executed and became effective on June 15, 2011; and

WHEREAS, Mobility Authority staff and its general engineering consultant have determined that additional main lane paving is necessary to achieve a standard consistent with other Mobility Authority projects; and

WHEREAS, the Executive Director has negotiated and recommends approval of the proposed change order for the additional main lane paving, attached as Exhibit 1, and of the exhibits to that exhibit that are not attached to this resolution but are on file with the Mobility Authority and referenced in Exhibit 1.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the proposed change order with CTMC in the additional amount not to exceed \$1,807,432.32, in the form or substantially the same form attached as Exhibit 1, to include all exhibits referenced therein; and

BE IT FURTHER RESOLVED, that the change order with CTMC may be finalized and executed by the Executive Director on behalf of the Mobility Authority in the form or substantially the same form attached as Exhibit 1, to include all exhibits referenced therein.

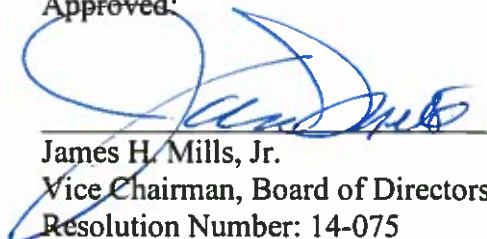
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2014.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-075
Date Passed: 9/24/14

EXHIBIT 1

PROPOSED CHANGE ORDER WITH

CENTRAL TEXAS MOBILITY CONSTRUCTORS

[on the following 5 pages, but excluding Exhibits referenced therein]



Central Texas Regional
Mobility Authority

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
CHANGE ORDER NUMBER: 14

1. CONTRACTOR: Central Texas Mobility Constructors, LLC

2. Change Order Work Limits: Sta. 245+00 to Sta. 1503+00
290E 290E

3. Type of Change(on federal-aid non-exempt projects): Major (Major/Minor)

4. Reasons: 3F (In order of importance - Primary first)

5. Describe the work being revised:

This change order includes compensation for the additional asphalt surface course placed at the US 183 interchange and the SH 130 interchange. Additionally, full depth pavement repair was requested on the eastbound frontage road from approximate STA 440+00 to approximate STA 455+00. Due to unforeseen subsurface conditions at this full depth repair, underdrains had to be installed to ensure proper subsurface dewatering.

6. Work to be performed in accordance with Items: 105, 110, 132, 160, 164, 402, 502, 529, 556, 666, 3268, 3271

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New general notes to the contract are attached: Yes No

9. New Special Provisions to Item No. _____ and Special Specification Item _____ are attached N/A.

Project Name:	<u>Manor Expressway Phase II Project</u>
Contract No:	<u>GDA</u>
CCSJ:	<u>0114-02-053</u>
Highway:	<u>290E</u>
County:	<u>Travis</u>
District:	<u>Austin</u>
FAP Number:	<u>NH1101 (012)</u>

Each signatory hereby warrants that each has the authority to execute this Change Order (CO)

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR _____ Date <u>9/8/14</u></p> <p>By <u>R. Clark</u></p> <p>Typed/Printed Name <u>Russ Clark</u></p> <p>Typed/Printed Title <u>Sr. Project Manager</u></p>	<p><i>The following information must be provided</i></p> <p>Time Ext. # <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: \$ <u>1,807,432.32</u></p> <p><i>For TxDOT/CTRMA/FHWA use only:</i></p> <p>Current Contract Amount \$ <u>213,119,134.56</u></p> <p>Revised Contract Amount To Date \$ <u>214,926,566.88</u></p> <p>Days FHWA non-participating <u>N/A</u></p> <p>CO Portion FHWA non-participating <u>N/A</u></p>
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RECOMMENDED FOR EXECUTION:
Engineer/Design



(1) _____ 9/8/14
GEC Project Controls or Construction Manager Date

(2) _____ 9/9/14
GEC Project Manager Date

(7) _____ Date
 APPROVED REQUEST APPROVAL
TxDOT Project Engineer

(3) _____ 9-10-14 Date
CTRMA, Director of Engineering
 APPROVED REQUEST APPROVAL

(4) _____ Date
CTRMA, General Counsel
 APPROVED REQUEST APPROVAL

(5) _____ Date
CTRMA, Executive Director
 APPROVED REQUEST APPROVAL

(6) _____ Date
FHWA Area Engineer (Verbal Approval)
 APPROVED REQUEST APPROVAL

(8) _____ Date
 APPROVED REQUEST APPROVAL
FHWA Area Engineer

Manor Expressway Phase II Project

CHANGE ORDER NUMBER: 14

TABLE A: Force Account Work and Materials Placed into Stock

Estimated Cost:

\$0.00

LABOR	QTY	HOURLY RATE	TOTAL	EQUIPMENT	DAYS	HOURLY RATE	TOTAL

TABLE B: Contract Items

CHANGE ITEM	REASON CODE	DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED			NEW			OVERRUN/ UNDERRUN
				QUANTITY	UNIT PRICE	ITEM COST	QUANTITY	UNIT PRICE	ITEM COST	
500-2001	3F	MOBILIZATION	LS	1.00	\$ 36,225.00	\$ 36,225.00				\$ 36,225.00
XXX-XXXX	3F	SURVEY	HR	2.00	\$ 175.21	\$ 350.41				\$ 350.41
110-2001	3F	EXCAVATION (ROADWAY)	CY	370.00	\$ 7.40	\$ 2,738.00				\$ 2,738.00
402-2001	3F	TRENCH EXCAVATION PROTECTION	LF	350.00	\$ 3.25	\$ 1,137.50				\$ 1,137.50
556-2001	3F	PIPE UNDERDRAINS (TY 1)(8")	LF	350.00	\$ 35.37	\$ 12,379.98				\$ 12,379.98
132-2008	3F	EMBANKMENT (FBMAL) (DENS CONT) (TY C)	CY	350.00	\$ 7.25	\$ 2,537.50				\$ 2,537.50
160-2003	3F	FURNISHING & PLACING TOPSOIL (4")	SY	1,000.00	\$ 1.14	\$ 1,140.00				\$ 1,140.00
529-2004	3F	CONC CURB & GUTTER (TY II)	LF	700.00	\$ 14.07	\$ 9,851.23				\$ 9,851.23
3268-2008	3F	D-GR HMA TY-8 PG64-22	TN	1,191.04	\$ 99.75	\$ 118,806.24				\$ 118,806.24
3271-2002	3F	D-GR HMA TY-0 SAC-A PG76-22	TN	2,017.37	\$ 120.75	\$ 243,597.43				\$ 243,597.43
105-2002	3F	STONE-MTRX-ASPH SMA-C SAC-A PG76-22	TN	7,506.52	\$ 141.75	\$ 1,064,049.21				\$ 1,064,049.21
XXX-XXXX	3F	REMOVING STAB BASE AND ASPH PAV (2")	SY	81,150.10	\$ 2.63	\$ 213,019.01				\$ 213,019.01
502-2047	3F	ASPHALT - COLD MIX	LS	1.00	\$ 6,005.48	\$ 6,005.48				\$ 6,005.48
XXX-XXXX	3F	OFF-DUTY POLICE OFFICER	HR	122.00	\$ 72.90	\$ 8,894.31				\$ 8,894.31
XXX-XXXX	3F	JC COMMUNICATIONS - EXCAVATION, 3x3 ROCK	LS	1.00	\$ 73,500.00	\$ 73,500.00				\$ 73,500.00
XXX-XXXX	3F	ON ROAD TRUCKING	HR	24.00	\$ 73.68	\$ 1,768.20				\$ 1,768.20
666-2003	3F	REFL PAV MKK TY I (W) 4" (BRK) (100MIL)	LF	9,300.00	\$ 0.42	\$ 3,906.00				\$ 3,906.00
666-2111	3F	REFL PAV MKK TY I (W) 4" (BLD) (100MIL)	LF	4,650.00	\$ 0.47	\$ 2,197.13				\$ 2,197.13
666-2012	3F	REFL PAV MKK TY I (W) 4" (SLD) (100MIL)	LF	4,650.00	\$ 0.47	\$ 2,197.13				\$ 2,197.13
666-2036	3F	REFL PAV MKK TY I (W) 8" (BLD) (100MIL)	EA	2,180.00	\$ 0.87	\$ 1,899.87				\$ 1,899.87
666-2160	3F	REF PAV MKK TY B (W) (ARROW)	EA	2.00	\$ 55.65	\$ 111.30				\$ 111.30
164-2039	3F	DRILL SEEDING (URBAN) (CLAY)	SY	1,200.00	\$ 0.93	\$ 1,121.40				\$ 1,121.40
TOTALS					\$	\$ 1,807,432.32				\$ 1,807,432.32

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. CTRMA Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the CTRMA 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during design/construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the CTRMA 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Change Order No. 14 -- Revised Contract Amount to Date Summary

Original Contract: \$ 207,297,859.00

	Amount	Description	Revised Contract Amt to Date:
DRB	\$ 24,346.91	Contractually Allowed DRB Expenditures	\$ 207,322,205.91
LDs	\$ (550,000.00)	Liquidated Damages Assolcated with Interim Development Work	\$ 206,772,205.91
LRs	\$ (108,520.00)	Lane Rental Fees Assessed	\$ 206,663,685.91
Incentive	\$ 540,000.00	Early Completion Incentive - Substantial Completion	\$ 207,203,685.91
C.O. #1	\$ 1,480,445.71	Revised Mainlane and Frontage Road Pavement Sections	\$ 208,684,131.62
C.O. #2	\$ 9,010.88	Force Majeure Event - Discovery of Cistern	\$ 208,693,142.50
C.O. #3	\$ 41,339.71	Broadcast Seeding and Watering at US 183 Interchange	\$ 208,734,482.21
C.O. #4	\$ 187,404.28	Mainlane Column Protection in SH 130 median	\$ 208,921,886.49
C.O. #5	\$ 108,388.96	Incorporation of Revised MBGF Standards	\$ 209,030,275.45
C.O. #6	\$ 2,222,778.82	Revision to Aesthetic Paint Scheme	\$ 211,253,054.27
C.O.#7	\$ 194,167.48	LED Illumination Fixtures, Deletion of OSB	\$ 211,447,221.75
C.O. #8	\$ 296,754.77	Ramp #1 Rail & MBGF Revisions	\$ 211,743,976.52
C.O.#9	\$ 700,317.37	Stone & Concrete Riprap at US 183 Interchange	\$ 212,444,293.89
C.O.#10	\$ 186,593.97	Eastbound Frontage Road Pavement Widening Section Revision	\$ 212,630,887.86
C.O.#11	\$ 129,147.91	US 183 Southbound Ramp Revisions	\$ 212,760,035.77
C.O.#12	\$ 278,377.28	Marcasite and Deck Drain Repair	\$ 213,038,413.05
C.O.#13	\$ 80,721.51	Presidential Visit to Project Site	\$ 213,119,134.56
C.O.#14	\$ 1,807,432.32	Additional Asphalt Surface Course	\$ 214,926,566.88

Summary Prepared by:


 Daniel W. Freeman, PE

9/8/14
 Date

Change Order #14
Table of Contents

- Exhibit A – Exhibits of Changed Work
- Exhibit B – CTRMA Independent Estimate
- Exhibit C – Request for Change Proposal #22; Directive Letter #14
- Exhibit D – CTMC Response to RCP-22/DL-14

Change Order Description

The CTRMA desired to add asphalt surface course to certain areas of the Project to obtain a consistent surface course on the frontage roads throughout the Project. The areas to which asphalt surface course was added can be described as follows:

1. The frontage road area originally included in the Phase I Project was de-scoped from the Phase I Contractor and is included in this change order. A 2" SMA surface course was placed in this area. This area is shown in red on the drawings included in Exhibit A. This scope was shifted to the Phase II Project to ensure a consistent asphalt surface course between the projects.
2. A full depth pavement repair was completed on the eastbound frontage road between baseline station 240+00 and baseline station 245+00. This full depth repair was necessitated by damage to the existing pavement from subsurface moisture. Upon excavation of the existing pavement section, excessive moisture was discovered in the subgrade. As a result, pavement underdrains were installed to prevent damage to the new pavement section in this area. The pavement section installed matches the pavement section of the Phase I Project. This full depth repair is shown in yellow on the drawings included in Exhibit A.
3. A portion of the frontage roads at the SH 130 interchange were constructed as part of TxDOT's Central Texas Turnpike Program (CTTP). Specifically, these sections of the frontage road were constructed as part of the SH 130 Project. The existing asphalt surface course on this section of the frontage roads was milled to a depth of 2", and replaced to ensure a consistent surface course throughout the Manor Expressway Project. This scope is shown in blue on the drawings included in Exhibit A.
4. The final area included in this change order includes the US 290 mainlanes immediately west of the US 183 interchange. The mainlanes were milled to a depth of 2", and Type D surface course was placed in this area from the bridge abutments to approximate baseline station 214+00. This mainlane area is shown in green on the drawings included in Exhibit A.

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

RESOLUTION NO. 14-076

**AMEND THE POLICY CODE TO ESTABLISH SPEED LIMITS FOR
THE TOLLED MAIN LANES OF THE MANOR EXPRESSWAY.**

WHEREAS, Chapter 370 of the Transportation Code and other applicable law authorizes the Board to establish speed limits on Mobility Authority roadways; and

WHEREAS, the Board has adopted in Section 301.015 of the Policy Code procedures consistent with state laws and regulations to establish maximum speed limits on its roadways; and

WHEREAS, the Board has reviewed and considered the "Manor Expressway 2014 Speed Zone Study" dated September 8, 2014, prepared by Atkins North America, Inc., and on file in the Mobility Authority offices (the "Speed Zone Study"); and

WHEREAS, based on the Speed Zone Study, the Board finds that a maximum speed limit of 75 miles per hour is a safe and reasonable speed for those who travel on the tolled main lanes of the Manor Expressway, and that it is in the best interests of the Mobility Authority and those who travel on the tolled main lanes of the Manor Expressway to establish a 75 miles per hour speed limit, including lesser transition speed limits where motor vehicles enter or exit from the Manor Expressway toll lanes as identified on the strip map attached as Appendix C to the Speed Zone Study.

NOW THEREFORE, BE IT RESOLVED, that the Board accepts the Speed Zone Study and hereby approves the recommended maximum speed limit of 75 miles per hour on the tolled main lanes of the Manor Expressway, as set forth in the Speed Zone Study; and

BE IT FURTHER RESOLVED, that the Board hereby amends Section 301.016 of the Mobility Authority Policy Code to read in its entirety as shown on Exhibit 1 to this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 24th day of September, 2012.

Submitted and reviewed by:



Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



James H. Mills, Jr.
Vice Chairman, Board of Directors
Resolution Number: 14-076
Date Passed: 9/24/2014

Exhibit 1

301.016 Speed Limits for Specific Roadways

(a) The maximum speed of a motor vehicle on the main tolled lanes of the 183A Turnpike is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, the maximum speed of a motor vehicle on a non-tolled frontage road of the 183A Turnpike is limited to 60 miles per hour.

(b) The maximum speed of a motor vehicle on the main toll lanes of the Manor Expressway is limited to 75 miles per hour except within construction, transitional, or reduced speed zones, or during any period of adverse atmospheric or weather conditions. Notwithstanding the foregoing, a lesser transition maximum speed limit for a motor vehicle that is entering or exiting a main toll lane of the Manor Expressway is established as identified on the strip map attached as Appendix C to the September 8, 2014, Speed Zone Study, on file in the Mobility Authority offices.